

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

**FORM 10-K**

ANNUAL REPORT PURSUANT TO

SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended October 2, 2015

Commission File No. 1-7463

**Jacobs Engineering Group Inc.**

Delaware  
State of incorporation

95-4081636  
IRS Employer  
identification number

155 North Lake Avenue  
Pasadena, California 91101  
Address of principal executive offices

(626) 578-3500  
Telephone number (including area code)

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

Title of Each Class  
Common Stock, \$1 par value

Name of Each Exchange on Which Registered  
New York Stock Exchange

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

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

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

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

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

Indicate by check-mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of the Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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

Large accelerated filer  Accelerated filer   
Non-accelerated filer  Smaller reporting company

Indicate by check-mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act)  Yes  No  
There were 122,557,955 shares of common stock outstanding as of November 20, 2015. The aggregate market value of the Registrant's common equity held by non-affiliates was approximately \$5.6 billion as of March 27, 2015, based upon the last reported sales price on the New York Stock Exchange on that date.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the Registrant's definitive proxy statement to be issued in connection with its 2016 annual meeting of shareholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

JACOBS ENGINEERING GROUP INC.

Fiscal 2015 Annual Report on Form 10-K

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**PART I**  
**FORWARD-LOOKING STATEMENTS**

In addition to historical information, this Annual Report on Form 10-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that do not directly relate to any historical or current fact. When used herein, words such as "expects," "anticipates," "believes," "seeks," "estimates," "plans," "intends," "future," "will," "would," "could," "can," "may," and similar words are intended to identify forward-looking statements. You should not place undue reliance on these forward-looking statements. Although such statements are based on management's current estimates and expectations and/or currently available competitive, financial, and economic data, forward-looking statements are inherently uncertain and involve risks and uncertainties that could cause our actual results to differ materially from what may be inferred from the forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those listed and discussed in Item 1A—*Risk Factors* below. We undertake no obligation to release publicly any revisions or updates to any forward-looking statements. We encourage you to read carefully the risk factors described herein and in other documents we file from time to time with the United States Securities and Exchange Commission (the "SEC").

Unless the context otherwise requires, all references herein to "Jacobs" or the "Registrant" are to Jacobs Engineering Group Inc. and its predecessors, and references to the "Company", "we", "us" or "our" are to Jacobs Engineering Group Inc. and its consolidated subsidiaries.

**Item 1. BUSINESS**

**General Background Information**

We are one of the largest technical professional services firms in the world. We provide a diverse range of technical, professional, and construction services to a large number of industrial, commercial, and governmental clients. We provide four broad categories of services:

- Project Services (including engineering, design, architecture, interiors, planning, environmental, and similar services);
- Process, Scientific, and Systems Consulting Services (including services performed in connection with scientific testing, analysis, and consulting activities, as well as information technology and systems engineering and integration activities);
- Construction Services (encompassing traditional field construction services as well as modular construction consulting capabilities, direct hire construction, and construction management services); and
- Operations and Maintenance Services (including services performed in connection with operating large, complex facilities on behalf of clients, as well as services involving process plant and facilities maintenance).

We focus our services on clients operating in the following industries and markets:

- Oil and gas exploration, production, and refining;
- Chemicals and polymers;
- Programs for various national governments, including aerospace, defense, and environmental programs;
- Buildings (including specialized buildings for clients operating in the fields of healthcare, education, and high technology; governmental complexes; other specialized civic and mission critical buildings, installations, and laboratories; and retail and commercial buildings);
- Infrastructure and telecommunications;

- Mining and minerals;
- Pharmaceuticals and biotechnology;
- Power;
- Pulp and paper;
- Technology and manufacturing; and,
- Food and consumer products, among others.

We are headquartered in Pasadena, California, USA, and provide our services through more than 200 offices located around the globe, primarily in North America, South America, Europe, the Middle East, India, Australia, Africa, and Asia.

### **How We Operate**

The relationships we have with our clients drive our business. As a broad-based technical professional services firm, we offer a range of services to help our clients maintain a competitive edge in their respective markets. From feasibility studies to design, to engineering, to construction, to start-up and commissioning, and then to operations and maintenance, we customize our services to meet business and project goals. Our global network of professionals works with a multi-office approach in an effort to provide clients with the best, most economical project or program solutions.

We strive to provide client value through continuous improvement in our performance. We regularly monitor our clients' expectations, our project delivery protocols and system, and our operational performance. Tools such as our Jacobs Value Enhancing Practices, Global Standard Operating Procedures, project reviews, the Jacobs System to Ensure Project Success ("JSTEPS") and Safe Plans of Action ("SPAs") provide added value to our clients' projects. They also allow us to create performance improvement actions during the project execution. Through continuous improvement upon our performance, our tools, and our processes, we believe we can offer our clients superior value when they do business with us.

JacobsValue+<sup>SM</sup> ("Value Plus") is an internal tool we use to document and quantify the actual value or savings we provide to our clients and their projects. Some of the benefits achieved through the Value Plus program include lower total installed cost, shorter schedule, and reduced life cycle cost. Value Plus is implemented at project initiation: a project goal is created, and cost-saving ideas are entered into the Value Plus database. When the Value Plus cycle is complete, the project team and client identify unique cost and/or schedule reductions for the project.

### **Our Business Model**

Our organizational structure and integrated system for delivering services are key components of our business strategy. Our operating units generally use a matrix organizational structure whereby our project management functions are supported by the various technical planning, design, and construction disciplines that are necessary to effectively execute long-term engineering and construction contracts. We recognize that technical expertise alone cannot grow our business; project management skills and the ability to manage multi-million dollar projects and programs for our clients are critical to our success. Crucial functions, such as project controls and procurement, are embedded within each of our regions and serve operations by providing specialized services required by projects.

Our business is set up to foster cooperation among teams and across our operating units. Historically, we have not operated "profit centers" within the Company, nor do we allow our operating groups to compete against each other for contracts. Our organizational structure and integrated system for delivering services are key components of our business strategy. The following three ideas support our business model:

#### *Multi-Domestic Approach*

We work in many countries with locally-staffed offices that share a common set of values, tools, and a single vision, while maintaining one-on-one contact with individual clients. This multi-domestic approach enables us to provide customized service suited to the locale while still taking advantage of the Company's global network.

#### *Boundaryless Approach*

Our diversity encompasses our people, geographic reach, expertise, and technical capabilities. On projects around the world, we enhance local expertise with the best talent and the best technology available anywhere throughout the Company. This seamless, boundaryless approach keeps us flexible and enhances our ability to develop the best possible solutions for our clients, regardless of office or project location.

#### *Cost Management Approach*

As the global economy expands and companies providing technical, professional, and construction services are required to compete against each other across geographic boundaries, companies that can provide their clients with cost-efficient solutions to their project needs have the advantage. With a strong focus on managing costs, we provide savings to clients and deliver superior technical, professional, and construction services safely, efficiently, and within the cost and time parameters our clients require.

Jacobs' corporate functions include Project Delivery, Safety, Finance and Administration, Legal, Human Resources, Information Technology, Compliance and, through fiscal 2015, Global Sales and Marketing, which are all integral to our success.

#### **The Company's Culture**

Our employees are our most important and valuable asset and, therefore, the prevention of job-related injuries is given top priority. It is the policy of the Company to provide and maintain a safe and healthy working environment and to follow operating practices that safeguard all employees and result in a more efficient operation. BeyondZero®, the name of our program that promotes our culture of caring, moves beyond efforts to have an incident and injury-free safety performance. We implement a culture of caring where concern for employees' health, safety, and welfare extends outside the office walls, beyond the project site fences and into their homes, cars, and all the places where they interact with family, friends, and fellow employees.

Since Jacobs' founding, the Company has been based on doing business honestly, ethically, and with the utmost integrity. Our culture, and our Code of Conduct that is signed annually by all employees, prescribes that everyone at the Company must adhere to Jacobs' Core Values and ethical code, and comply with the laws that govern the Company's activities worldwide. Our employees and business partners are expected to follow the highest principles of business conduct, integrity, and ethics as they carry out their responsibilities, and are guided by the following principles in carrying out their responsibilities: loyalty, compliance with applicable laws, observance of ethical standards, avoidance of conflicts of interest, and communication. We endeavor to deal fairly with our employees, customers, suppliers, and competitors, and to respect the policies and procedures of those outside the Company.

We strive to present a clear and consistent image of our Company to our clients, employees, shareholders, and business partners - regarding how we behave, how we communicate, how we look, and most importantly, how our promises to our clients are delivered - anywhere in the world.

We accomplish this foremost through our core values, which allow us to behave as one company and unify us worldwide. By keeping our core values as a central focus of our Company, we are able to think the same way and arrive at similar conclusions, regardless of our physical location. Our core values are:

- People are our greatest asset;
- We are relationship-based; and
- Growth is an imperative.

The balance inherent in our core values is also evident in our approach to sustainability, which maintains an even balance among the people, the economics, and the environmental aspects of business. Jacobs is driven to continuously improve efficiencies and reduce energy and resources, practices that drive down costs and contribute to a lower impact on the environment. The Company adheres to the following seven sustainability principles:

- Sustainable development is a corporate priority;
- We seek broad, deep, differentiated capabilities and services;

- Sustainable development is integrated into our business;
- Training and education are important;
- Our facilities and operations follow sustainable principles;
- We contribute to the common effort for sustainability; and
- We are open and transparent.

Applying the best, most efficient and effective sustainable solutions for clients worldwide, in all major industries in which our clients operate, allows us to make a significant contribution to a safe and sustainable future. Each year we issue a *Sustainability Report* that describes many of our efforts and accomplishments regarding environmental sustainability.

With respect to human resources, our goal is to establish an inclusive, diverse workplace that energizes the people who fuel our Company's growth. Although we are a large company with over 64,000 employees in over 25 countries, our employees are unified in their focus on superior value, safety, and ethical business practices regardless of the country in which they work, and employees frequently move around the system as they grow their careers.

### **How We Grow**

Jacobs has grown significantly since its founding in 1947; both through organic growth and through strategic acquisitions, an important part of the Company's growth strategy. We have acquired and integrated numerous companies over the years that have enhanced our capabilities, geographic reach, and offerings.

In terms of organic growth, our relationship-based business model is central to our sustained growth and profitability. We pursue the development of long-term relationships and alliances with our clients. By working with our clients on their capital programs, we increase our understanding of their overall business needs, as well as the unique technical requirements of their specific projects. This increased understanding enables us, we believe, to provide superior value to our clients. Our approach provides us with opportunities to market the services our clients are expected to need in the pre-design phase, such as master planning, permitting, or project finance options; in the design phase; and in the construction, post-start-up and commissioning phases of a facility, including operations and maintenance services.

Our relationships with clients also present ongoing opportunities to expand into adjacent markets. For example, clients operating in the mining and minerals market often have a need for our infrastructure and buildings capabilities. The same is true for clients operating in other markets.

We market our services to clients in a wide range of public and institutional, process, and industrial markets. We increase our opportunities through selective market diversity, and are able to price contracts more competitively and enhance overall profitability while delivering additional value to our clients by integrating and bundling our services. In complex economic times, we have the ability to evolve along with market cycles worldwide. When opportunities decrease in a particular market or geography, other opportunities often increase. Because of our selective market diversity, we believe we are well-positioned to address a wide range of opportunities across many markets and geographies, which helps us grow our business.

Closely linked to our relationship-based business model is our multi-domestic geographic strategy. Our core clients can depend on us for assistance with their engineering and construction needs when they move projects around the world. We therefore follow our clients into new geographic regions, which helps us perform meaningful portions of their projects by utilizing local resources rather than exporting the work to other offices.

## **The Role of Acquisitions and Strategic Investments in the Development Our Business**

When we review acquisition targets, we are conscious of the effect the acquisition may have on our client base. We favor acquisitions that allow us to (i) expand into a new client market; (ii) enhance the range of services we provide existing clients; and/or (iii) access new geographic areas in which our clients either already operate or plan to expand. By expanding into new geographic areas and adding to our existing technical and project management capabilities, we strive to position ourselves as a preferred, single-source provider of technical, professional, and construction services to our major clients. The following is a brief description of some of our recent key acquisitions (in reverse chronological order):

- On March 31, 2015, we acquired Suzhou Hans Chemical Engineering Co. ("SHCE") headquartered in China. SHCE has two specialty Class A design licenses in China's Chemical, Petrochemical and Pharmaceutical industries, which allows the firm to provide engineering design for all types of chemical projects in China irrespective of project size plus procurement and project management services for various projects in China. These combined resources enable Jacobs to offer customers in China a complete spectrum of services for all types of chemical and petrochemical projects.
- On July 1, 2014, we acquired Federal Network Systems ("FNS"), a subsidiary of Verizon Communications headquartered in Ashburn, Virginia. FNS provides systems integration and communication, information technology and data security solutions for the global market with a particular focus on supporting the Intelligence Community, the U.S. Department of Defense ("DoD"), and federal civilian customers. FNS designs, integrates, secures, operates and maintains highly complex mission critical voice, data and video networks.
- On February 7, 2014, we acquired Eagleton Engineering, LLC ("Eagleton") headquartered in Houston, Texas. The acquisition enhances our capabilities in midstream and upstream pipeline engineering, design and field surveying services. Eagleton specializes in pipeline engineering, primarily providing professional services and resources to the oil, gas and petrochemical industries. The firm's services cover the full life cycle of project planning and delivery, from conceptual studies and design to full turnkey engineering, procurement and construction solutions and operational support.
- On December 24, 2014, we acquired the assets of FMHC Corporation ("FMHC") headquartered in Chicago, Illinois. This acquisition enhances our ability to provide turnkey wireless communications site development, design, network deployment, construction, and related services to clients operating in the wireless telecommunications industry.
- On December 20, 2013, we acquired Stobbarts Limited, a construction firm based in West Cumbria, United Kingdom. The acquisition enhances our capabilities in nuclear, decommissioning, construction and civil engineering.
- On December 13, 2013, we acquired Sinclair Knight Merz Management Pty Limited and Sinclair Knight Merz Holdings Limited (collectively, "SKM"), a provider of engineering, design, procurement, construction and project management services. Due to its size and complexities, more information about the SKM acquisition is provided throughout this report.
- On November 22, 2013, we acquired certain assets and liabilities of MARMAC Field Services, Inc. headquartered in Costa Mesa, California. The acquisition enhances our capabilities in pipeline engineering and design services; both geographically and by adding additional capabilities to serve the utility and gas industries.
- On October 18, 2013, we acquired a 45% interest in Guimar Engenharia, a privately held engineering services and project management/construction management ("PMCM") company based in Rio de Janeiro, Brazil. The acquisition represents Jacobs' first significant investment in Brazil. Guimar has a broad client base and operations throughout Brazil, where it is a leading provider of PMCM services for clients in the pulp and paper, petroleum, chemicals, food and beverage, mining and minerals, building and infrastructure industries.
- On October 14, 2013, we acquired substantially all the assets and liabilities of the Trompeter Group. This acquisition enhances our capabilities in advanced engineering services, maintenance support,

technical training services, and contingent workforce services to the automotive manufacturing industry. The business is headquartered in Detroit, Michigan.

- On August 30, 2013, our South African joint venture, Jacobs Matasis (Proprietary) Limited, acquired Ilitha Projects and Ilitha Staffing. Ilitha Projects provides management and Engineering, Procurement, Construction and Management (EPCM) services to clients in a broad range of market sectors, including oil and gas, refining, chemicals, power, nuclear, marine mining and metals. Ilitha Staffing supplies technical contract staff sourcing and management services with a strong emphasis on integration with the client's culture and business practices.
- Commencing on June 6, 2013, and through the end of fiscal 2015, we acquired further ownership interests in Consulting Engineering Services (India) Private Limited ("CES"), an infrastructure and civil engineering company headquartered in Delhi, India. As of the end of fiscal 2015, the Company's ownership interest in CES is 99.2%. CES provides a range of solutions in infrastructure development, planning, engineering, and construction management.
- On May 28, 2013, we acquired Compass Technology Services, Inc. ("Compass"), headquartered in Atlanta, Georgia. Compass is a provider of telecommunications professional and field services in the Southeastern U.S. and enhances our capabilities in wireless telecommunications infrastructure design and construction.
- In August 2012, we acquired a consulting project management business based in Sydney, Australia. The primary purpose of this acquisition was to expand our geographic presence and grow our infrastructure business in Australia.
- In December 2011, we acquired Unique World Pty Ltd. ("Unique World"), headquartered in Sydney, Australia. Unique World is an information management and knowledge management consultancy specializing in enabling technologies such as collaboration, business process automation, business intelligence, intranets, and portals. Unique World expands our capabilities in Australia to include such information technology ("IT") services, as well as expanding the client base to which we can offer these services.
- In November 2011, we acquired KlingStubbins, Inc., a 500-person firm headquartered in Philadelphia, Pennsylvania with offices located throughout the U.S. and China. KlingStubbins provides professional services in the areas of architecture, engineering, interiors, planning, and landscape architecture. The markets served by KlingStubbins include corporate/commercial, governmental, science and technology, higher education, mission critical, and interiors.

After we complete an acquisition, we move quickly to integrate the newly acquired operations. We typically assign senior operations personnel to manage the overall integration process with assistance from our sales, accounting, legal, IT, human resources, and risk management departments. Although integrating newly acquired businesses can be very challenging, the assimilation process is critical in order to assure (i) that our global businesses processes and systems are properly deployed throughout the newly-acquired entities and (ii) that we can begin to leverage off the acquired talents, skills, and expertise to grow our business and help our clients execute their capital programs. Newly-acquired businesses are generally not left as stand-alone entities within the Company's internal reporting system. The businesses we acquire are typically folded in to existing operational organizations within the Company. For additional information regarding certain issues related to our acquisition strategy, please refer to Item 1A— *Risk Factors* below.

### **Financial Information About Segments**

Although we describe our business in this Annual Report on Form 10-K in terms of the various services we provide, the markets in which our clients operate, and the geographic areas in which we operate, we have concluded that our operations may be aggregated into one reportable segment pursuant to those accounting principles generally accepted in the U.S. ("U.S. GAAP"). In making this determination, we considered the various economic characteristics of our operations, including: the nature of the services we provide, the nature of our internal processes for delivering and distributing those services, and the types of customers we have. In addition to the discussion that follows, please refer to Note 14 — *Segment Information* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K.



There is a high degree of similarity among the workforces employed across the categories of services we provide. For example, professionals in engineering and design services (i.e., services provided by persons who are degreed, and in certain circumstances licensed, such as engineers, architects, scientists, and economists) exist in all four service categories. In addition, there is a high degree of similarity among a significant component of the workforces we employ to perform construction and operations and maintenance ("O&M") projects. In providing construction and O&M services, we employ a large number of skilled craft labor personnel. These may include welders, pipe fitters, electricians, crane operators, and other personnel who work on very large capital projects (in the case of projects classified within the construction services category) or on smaller capital projects (in the case of maintenance projects classified within the O&M services category).

All of our offices use a matrix organizational structure. Our results, therefore, are dependent on groups representing technical disciplines (e.g., electrical engineering, mechanical engineering, cost engineering, etc.) supporting project management personnel (who maintain the relationship between our clients and us and are ultimately responsible for delivering projects to our clients safely, on time, and on budget). Additionally, our operating regions use common tools, policies, and procedures to manage and run their respective units. These include project review meetings, project performance evaluations, and project execution plans.

Each of the Company's operating regions provides most of the services the Company offers generally, and each of our operating regions includes in its customer base many of the same or similar clients as our other regions.

The use of technology throughout our organization is highly uniform. Whether it is computer-aided design and drafting ("CADD") applications used by our engineering and design staff, or modeling programs used by the scientific and consulting staff, or scheduling, estimating, and cost control applications used by home-office personnel in support of our construction and maintenance activities, all of the service categories described above are equally affected by changes in technology as they occur in the economy at large.

Furthermore, the types of information and internal reports used by the Company's chief operating decision maker (the "CODM"), who is also the Company's chief executive officer, and other members of management to monitor performance, evaluate results of operations, allocate resources, and otherwise manage the business support a single reportable segment. Accordingly, based on these similarities, we have concluded that our operations may be aggregated into one reportable segment for purposes of the disclosures included in this Annual Report on Form 10-K.

During the first quarter of fiscal 2016, we announced a reorganization of our operations around four global lines of business. This reorganization is intended to better serve our global clients, leverage our workforce, help streamline operations, and provide enhanced growth opportunities. The four global lines of business are: Petroleum & Chemicals, Buildings & Infrastructure, Aerospace & Technology, and Industrial. Each business unit has a president that reports directly to the Company's President & CEO. As part of the reorganization, certain support functions (i.e. Sales), which have been managed centrally for many years, will be embedded in the new business units and will report to the respective line of business presidents. The costs of other support functions (e.g., accounting, legal, human resources, and information technology) and certain other activities (e.g., global insurance) will either be assigned or allocated to each new business unit using a rationale method of assignment/allocation, or will remain an element of corporate general and administrative expenses. In addition, the Company has significantly modified its major cash incentive plan utilizing forecasted performance metrics aligned along the new lines of business. We are in the process of modifying our systems and work processes to report the results of these business units in an accurate and timely manner. We are also developing processes for accurately eliminating inter-unit revenue and profit. We expect to complete our system and other process changes so that we may accurately report operating results by line of business to the Company's President & CEO no later than the second quarter of fiscal 2016.

**Services Provided**

As described above, the services we provide generally fall into the following four broad categories: Project Services; Process, Scientific, and Systems Consulting services; Construction services; and Operations and Maintenance services.

The following table sets forth our revenues from each of our four service categories for each of the last five fiscal years (in thousands):

	2015	2014	2013	2012	2011
Project Services	\$ 6,307,015	\$ 6,576,004	\$ 5,977,917	\$ 5,693,419	\$ 5,070,575
Process, Scientific, and Systems Consulting	1,188,418	758,957	705,694	772,031	815,561
Construction	3,291,823	4,138,729	3,825,878	3,145,311	3,060,820
Operations and Maintenance	1,327,576	1,221,467	1,308,887	1,283,017	1,434,708
	<u>\$ 12,114,832</u>	<u>\$ 12,695,157</u>	<u>\$ 11,818,376</u>	<u>\$ 10,893,778</u>	<u>\$ 10,381,664</u>

*Project Services*

We employ the engineering, architecture, interiors, design, planning, and related disciplines necessary to design and engineer modern process plants, buildings, infrastructure projects, technology and manufacturing facilities, consumer products manufacturing facilities, power plants and stations, pulp and paper plants, and other facilities.

We are capable of providing our clients with a variety of value engineering services, including "safety in design". Through safety in design we integrate best practices, hazard analysis, and risk assessment methods early in the design phase of projects, taking those steps necessary to eliminate or mitigate injury and damage during the construction, start-up, testing and commissioning, and operations phases of a project.

In the area of construction management, we provide our clients with a wide range of services as an agent for our clients. We may act as program director, whereby we oversee, on the owner's behalf, the complete planning, design, and construction phases of the project. Alternatively, our services may be limited to providing construction consulting.

Project Services also includes planning, scheduling, procurement, estimating, cost engineering, project accounting, project delivery (quality), safety, and all other key support services needed for complete cradle-to-grave project delivery.

*Process, Scientific, and Systems Consulting Services*

We employ the professional and technical skills and expertise with respect to a broad range of consulting services, including: performing pricing studies, market analyses, and financial projections necessary in determining the feasibility of a project; performing gasoline reformulation modeling; analyzing and evaluating layout and mechanical designs for complex processing plants; analyzing automation and control systems; analyzing, designing, and executing biocontainment strategies; developing and performing process protocols with respect to the U.S. Food and Drug Administration-mandated qualification and validation requirements; and performing geological and metallurgical studies.

Also included in this service category are revenues relating to defense and aerospace-related programs. Such services typically are more technical and scientific in nature than other project services we provide, and may involve such tasks as supporting the development and testing of conventional weapons systems; weapons modeling and simulations; computer systems development, maintenance, and support; evaluation and testing of mission-critical control systems; aerospace, testing, and propulsion systems and facilities; and other highly technical or scientific tasks.

*Construction Services*

In addition to the construction management services included under Project Services above, we provide traditional field construction services to private and public sector clients. We also provide modular construction consulting services. In the area of environmental remediation and restoration, we also provide environmental remedial construction services for a variety of public and private sector clients.

Historically, our field construction activities have been focused primarily on those construction projects for which we perform much of the related engineering and design work. By focusing our construction efforts in this way, we attempt to minimize the risks associated with constructing complex projects based on designs prepared by third parties. The financial risk

to us of constructing complex assets based on designs prepared by third parties may be particularly significant on fixed-price contracts; therefore, we generally avoid this type of project. However, we will pursue construction-only projects when we can negotiate pricing and other contract terms we deem acceptable and which we believe can result in a fair return for the degree of risk we assume.

### Operations and Maintenance Services

O&M refers to all of the tasks required to operate and maintain large, complex facilities on behalf of clients. We provide key management and support services over all aspects of the operations of a facility, including managing subcontractors and other on-site personnel. O&M also includes process plant maintenance services, which generally involves all tasks required to keep a process plant (typically a refinery or chemical plant) in day-to-day operation.

Within the aerospace and defense areas, O&M often requires us to provide the management and technical support services necessary to operate and maintain such sites as engine test facilities, weapons integration facilities, and high-tech simulation and verification centers. Such O&M contracts also frequently require us to provide facilities management and maintenance services; utilities operations and maintenance services; property management and disposition services; and construction support services.

Within the environmental area, O&M often includes engineering and technical support services as well as program management services necessary to remediate contaminated sites.

Although the gross profit margins we realize from O&M services are generally lower than those associated with the other services we provide, the costs to support maintenance activities are also generally lower. Also, O&M services offer us an opportunity for long-term relationships with clients. This aspect of O&M services greatly reduces the selling costs in respect of such services.

### The Industries and Markets in Which Our Clients Operate

We market our services to clients where the scope of work required by their capital projects and programs is within our expertise. Within each market, we may offer specialty services unique to the sector, or services which differentiate us from our competitors in the marketplace.

The following table sets forth our revenues from each of the various industry groups and markets in which our clients operate for each of the last five fiscal years (in thousands):

	2015	2014	2013	2012	2011
National Government Programs	\$ 2,643,696	\$ 2,282,116	\$ 2,284,533	\$ 2,272,611	\$ 2,313,240
Chemicals and Polymers	2,380,721	2,985,352	2,391,144	1,704,723	1,461,125
Refining – Downstream	1,955,726	2,239,343	2,337,387	2,379,750	2,256,092
Infrastructure	1,625,895	1,361,574	1,015,864	1,085,649	1,219,633
Oil & Gas – Upstream	919,222	863,344	915,478	790,546	753,471
Buildings	901,041	834,122	738,404	843,938	893,528
Industrial and Other	757,357	758,036	899,756	690,124	630,694
Pharmaceuticals and Biotechnology	474,245	452,662	523,490	576,303	404,687
Mining & Minerals	456,929	918,608	712,320	550,134	449,194
	<u>\$ 12,114,832</u>	<u>\$ 12,695,157</u>	<u>\$ 11,818,376</u>	<u>\$ 10,893,778</u>	<u>\$ 10,381,664</u>

### Chemicals and Polymers

Our clients in this sector rely on our extensive knowledge of and experience with feedstock synthesis, chemical synthesis, and polymerization, including advanced polymerization reactors and state-of-the-art, post-reactor processing techniques to help bring new products and new facilities to market quickly and economically. We apply best practices on capital and maintenance work by leveraging resources within our alliances and partnerships. Specialty services we provide to our clients in these industries include project finance structuring consulting, market analysis, facility appraisal, and procurement with global inspection capabilities.

An important capability we offer our clients in the chemicals business is in the area of field services. We have contracts with major chemical producers worldwide to provide construction, on-site maintenance, and turnaround activities. Many of these contracts are evergreen in nature, with relationships extending over many years due to our focus on safety, value, and client satisfaction and lead us to numerous formal alliances.

#### Refining - Downstream

Our typical refining projects for global clients include new design and construction, revamps or expansions of existing plants, turnarounds, upgrades of individual process units within refineries, and long-term maintenance services. We also provide process assessments, facility appraisals, feasibility studies, technology evaluations, project finance structuring and support, and multi-client subscription services.

Our modular construction consulting capabilities, asset management/maintenance services, and formal client alliances help differentiate us to customers operating in this industry. Using modular construction decreases congestion at the construction site and provides enhanced safety, cost, and project execution benefits in remote locations.

We also include power generation projects within our clients' refining and processing facilities, such as simple and combined cycle power projects, industrial gas turbines, and emergency power generation stations. In addition, we offer support in the procurement and commissioning of equipment.

#### National Government Programs

We categorize our National Government Programs as generally relating to aerospace and defense programs or environmental programs for government entities.

##### Aerospace and Defense Programs

We provide an in-depth range of science, engineering, construction and technical support services to the aerospace and defense industry. Long-term clients include the Ministry of Defence in the U.K., NASA, the DoD, the U.S. Special Operations Command ("USSOCOM"), and the Australian Department of Defence. Specific to NASA is our ability to design, build, operate, and maintain highly complex facilities relating to space systems, including test and evaluation facilities, launch facilities, and support infrastructure.

Our experience in the defense sector includes military systems acquisition management and strategic planning; operations and maintenance of test facilities and ranges; test and evaluation services in computer, laboratory, facility, and range environments; test facility computer systems instrumentation and diagnostics; and test facility design and build. We also provide systems engineering and integration of complex weapons and space systems, as well as hardware and software design of complex flight and ground systems.

We have provided advanced technology engineering services to the DoD for more than 50 years, and currently support major defense programs in the U.S. and internationally. We operate and maintain several DoD test centers and provide services and assist in the acquisition and development of systems and equipment for Special Operations Forces, as well as the development of biological, chemical, and nuclear detection and protection systems.

We maintain enterprise information systems for government and commercial clients worldwide, ranging from the operation of complex computational networks to the development and validation of specific software applications. We also support the DoD in a number of information technology programs, including network design, integration, and support; command and control technology; development and maintenance of databases and customized applications; and security solutions.

##### Environmental Programs

We provide environmental investigation, permitting, restoration, remediation, engineering, and site operations services to a number of European, North American, and Middle Eastern government agencies. Our projects include hazardous and nuclear waste management and site cleanup and closure; the preparation of feasibility studies and environmental investigations; environmental design; and remediation services on several national programs, as well as compliance with various national environmental policies.

Additionally, we support our clients in such areas as pollution prevention assessments; underground storage tank removal; contaminated soil and water remediation, monitoring and systems cleanup; long-term water quality management plans; and air quality planning and permitting. Much of this type of work is in support of large infrastructure projects that are underway in both Europe and in North America.

As a differentiating aspect of our support to our government clients, we provide asset management services in the form of long-term infrastructure operations and maintenance. Asset management also includes building closures that involve deactivation, decommissioning, and demolition of government facilities. This is an integral part of our services for the U.S. Department of Energy.

### Infrastructure

The strengths we offer our clients in this industry group include expertise in transportation, transit, aviation, water and wastewater, and civil construction projects throughout North America, Europe, India, the Middle East, and Asia. Representative clients include national government departments and agencies in the U.S. and the U.K.; state departments of transportation within the U.S.; other regional and local agencies; and private industry freight transport firms.

Transportation development/rehabilitation is a core competency of our infrastructure business. Typical projects include highways, bridges, transit, tunnels, airports, railroads, intermodal facilities, and maritime or port projects where our interdisciplinary teams work independently or as an extension of the client's staff. Providing alternative financing methods has proven successful in Europe where there is privatization of public infrastructure systems.

In water infrastructure, we help public and private sector clients develop or rehabilitate critical water resource systems. Emerging economies are investing heavily in water and wastewater systems, while governments in North America and Europe are addressing the challenges of drought and aging infrastructure. We also develop water/wastewater conveyance systems and water flood defense projects.

### Oil & Gas - Upstream

As international oil companies develop reserves and try to maximize their existing resources, our expertise in a range of production methods, combined with our commitment to safety and strength in project management, helps us deliver a wide range of projects for oil and gas operators.

In the exploration and production market, our projects range from oil recovery through steam injection to gas treating, gas gathering, and gas storage projects including extraction of commercially valuable elements of the gas stream, utilizing new technologies such as Steam-Assisted Gravity Drainage ("SAGD").

Typical projects for our clients in this sector involve the design and construction of projects that recover oil and gas, and include oil thermal recovery facilities either by in-situ means or oil sands mining, upgraders, pipelines, gas plants, and CO<sub>2</sub> flood. These are typically large projects that may involve many of our offices and often include work-share with our Mumbai, India office as a value-added engineering center to reduce project costs.

We also provide substantial maintenance and modification services for aging oil and gas facilities around the world. In connection with the refining market, we also provide process assessments, facility appraisals, feasibility studies, technology evaluations, project finance structuring consulting services, and other support services.

### Buildings

We have planned, designed, and constructed buildings for a variety of clients and markets for more than 60 years. We believe our global presence and understanding of contracting and delivery demands keep us in an excellent position to provide professional services worldwide.

Our diversified client base encompasses both public and private sectors and relates primarily to institutional, commercial, government and corporate buildings, including projects at many of the world's leading medical and research centers, and universities. We focus our efforts and resources in areas where capital spending initiatives drive demand, and where changes and advances in technology require innovative, value-adding solutions. We also provide integrated facility management services (sometimes through joint ventures with third parties) for which we assume responsibility for the ongoing operation and maintenance of entire commercial or industrial complexes on behalf of clients.

We have specific capabilities in energy and power, master planning, and commissioning for office headquarters, aviation facilities, mission-critical facilities, municipal and civic buildings, courts and correctional facilities, mixed-use and commercial centers, healthcare and education campuses, and recreation complexes.

Advanced technology clients require highly specialized buildings in the fields of medical research, nano science, biotechnology, and laser sciences. We offer total integrated design and construction management solutions to these projects, many of which are world leaders in their functions.

We also have capabilities in the pharma-bio, data center, government intelligence, corporate headquarters/interiors, and science and technology-based education markets around the globe.

Our government building projects include large, multi-year programs in the U.S. and Europe. U.S. government agencies we serve include the Federal Aviation Administration ("FAA"); the General Services Administration ("GSA"); the Internal Revenue Service ("IRS"); the U.S. Departments of State, Treasury, Agriculture, Homeland Security, and Defense; and the Army National Guard, among others. In the U.K., we are leading the Custodial Services' project management delivery program to upgrade the U.K. prison stock and also certain security-led programs such as upgrading works to the Palace of Westminster and some regional police authorities.

We are providing services to the DoD on military family housing; quality of life projects; training, maintenance, and readiness facilities; and command and control centers, as well as military facilities supporting the DoD's global re-basing program, the 2005 Base Realignment and Closure ("BRAC") program.

### Industrial and Other

We provide a broad range of services to our clients operating in the power, pulp and paper, high-technology manufacturing, and food, beverage, and consumer products industries and markets.

#### Power

Global energy demand is expected to grow by nearly 50 percent over the next 25 years, according to the U.S. Energy Information Administration. Significant capital spend in the power business is being driven by plant obsolescence and the need for utilities to comply with regulatory requirements and changes in environmental legislation. Our typical projects include simple and combined cycle power projects, cogeneration power plants, asset lifetime extension projects, and emergency power generation stations. In addition to traditional engineering, we offer services in procurement and commissioning of equipment, as well as construction services for the power market including thermal, biomass, renewables, and nuclear energy facilities.

#### Pulp and Paper

The pulp and paper industry has been consolidating for many years, and several of our traditional pulp and paper clients have emerged as major consumer product companies. These clients have created new opportunities for us in non-traditional areas, such as wall board plants and facilities that manufacture diapers and feminine care products. Typical projects range from small mill projects to complex, multi-million-dollar paper machine rebuilds, mill expansions, and the construction of new facilities.

Pulp and paper projects encompass many areas of a mill, and our expertise also includes the converting and packaging of paper products for distribution and consumer use. Our pulp and paper capability extends through our offices in the U.S., U.K., France, Spain, Italy, and Mexico to clients worldwide. A significant portion of our work consists of assisting our clients in their compliance with environmental regulations and standards that affect the pulp and paper industry. We monitor all key environmental regulations affecting our clients and offer compliance studies, permitting support, design of pollution control systems, and compliance services regarding air pollutant standards and hazardous air pollutant emission limits from industrial boilers.

#### High-Technology Manufacturing

We provide our core services for a variety of high tech manufacturing and test facilities, particularly for clients in the automotive and industrial industries. Typical automotive projects range from conceptual design and feasibility studies to complete design-build programs of aero-acoustic wind tunnels, engine test facilities, acoustic enclosures, transmission test stands; powertrain, environmental, emissions, altitude, and electromagnetic compatibility test facilities; in-line and end-of-line

component test stands; and computer-based measurement and control systems. We also serve advanced technology and research facilities, including facilities supporting research in fusion and fission energy, nanoscale materials, and high-powered lasers and X-rays to support important research activities in the U.S., Europe, and the U.K.

In addition, we perform projects for clients operating in the semiconductor industry. Projects in the semiconductor industry are typically more complex than many other commercial facilities, requiring a greater emphasis on cleanroom and similar high-end technologies. Our projects range from on-site plant engineering and tool hookups to multi-million dollar state-of-the-art wafer fabrication and crystal growing facilities used to produce solar energy cells, microprocessors for computers, and other consumer electronic devices.

#### Food, Beverages, and Consumer Products

As a provider to the food, beverage, and consumer products supply chain, our global presence and capabilities allow us to help our clients with targeted expansion and new investments. Our food processing services include hygienic design, clean-in-place ("CIP") systems, heat transfer systems, material handling of liquids and solids, refrigeration, and compliance with government requirements. From facility design to raw materials processing to converting, packaging, and distribution, our vast depth of expertise helps our clients do just that. Our knowledge of food and beverage processing results in plants that are productive, efficient, and economical.

#### Pharmaceuticals and Biotechnology

We provide our pharmaceuticals and biotechnology clients single-point consulting, engineering, procurement, construction management, and validation ("EPCMV") project delivery, enabling us to execute the industry's largest capital programs on a single-responsibility basis. Typical projects in this sector include laboratories, research and development facilities, pilot plants, bulk active pharmaceutical ingredient production facilities, full-scale biotechnology production facilities, and secondary manufacturing facilities.

As companies in this industry continue to experience pressure to decrease product time-to-market, reduce costs, and increase return on investment, the types of services we provide have grown over the years to include modular construction, as well as other consulting and strategic planning to help our clients complete capital projects faster and more efficiently.

Regulatory compliance, state-of-the-art technology, and increased efficiencies are critical issues to our clients in these industries. We have expertise in containment, barrier technology, locally controlled environments, building systems automation, and off-the-site design and fabrication of facility modules, as well as vaccine production and purification, and aseptic processing.

#### Mining and Minerals

Our mining and minerals business targets the non-ferrous and ferrous metal markets, precious metals, energy minerals (uranium, coal, oil sands), and industrial and fertilizer minerals (mineral sands, borates, trona, phosphates and potash). We work with many of the resources companies undertaking new and existing facility upgrades and process plant developments. We offer project management; front-end studies; full EPCM capabilities; and completions, commissioning and start-up services specializing in new plant construction, brownfield expansions, and sustaining capital and maintenance projects.

For our mining and mineral clients, we provide the industry proprietary sulfuric acid production technology through our Chemetics® product - an important synergistic by-product of the smelting process and a key consumable in mines employing ore leaching technology. We are also able to deliver value to our mining clients by providing distinctive adjacent capabilities such as infrastructure and major equipment and materials to support their mining operations.

By focusing on mitigating our clients' resource risk, we are able to address challenges of tight labor markets by providing a reliable and familiar labor pool for their ongoing projects. We host local offices in the most active mining geographies (South America, Australia, Canada, India, and South Africa), and can thereby effectively help our clients improve their project delivery and resource availability.

#### **Backlog**

Backlog represents the total dollar amount of revenues we expect to record in the future as a result of performing work under contracts that have been awarded to us. With respect to O&M contracts, however, we include in backlog the

amount of revenues we expect to receive for only one succeeding year, regardless of the remaining life of the contract. For national government programs (other than U.S. federal O&M contracts), our policy is to include in backlog the full contract award, whether funded or unfunded, excluding option periods. In accordance with industry practice, substantially all of our contracts are subject to cancellation, termination, or suspension at the discretion of the client. In addition, the contracts in our backlog are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contracts. Accordingly, backlog is not necessarily indicative of our future revenues or earnings.

Our backlog includes expected revenues for contracts that are based on estimates. For additional information regarding our backlog including those risk factors specific to backlog, please refer to Item 1A — *Risk Factors*, and Item 7 — *Management's Discussion and Analysis of Financial Condition and Results of Operations* below. Our backlog at October 2, 2015 and September 26, 2014 was \$18.8 billion and \$18.4 billion, respectively. Subject to the factors discussed in Item 1A— *Risk Factors* below, we estimate that approximately 7.3 billion, or 38.6%, of total backlog at October 2, 2015 will be realized as revenues within the next fiscal year.

### **Significant Customers**

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

	2015	2014	2013	2012	2011
	21.7%	17.8%	19.9%	22.1%	24.4%

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

It is uncommon for a commercial customer to contribute 10% or more of the Company's total revenues. On occasion, however, we will perform a number of field services projects for a single customer in the same fiscal year which, primarily because of the amount of pass-through costs (discussed below) that is included in revenue, will cause total revenue from that customer to exceed 10% of total consolidated revenues. For additional information regarding certain risks related to our customer concentration, please refer to Item 1A — *Risk Factors* below.

### **Financial Information About Geographic Areas**

Selected financial information regarding the geographic areas in which we operate is included in Note 14 — *Segment Information* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K and is incorporated herein by reference. For fiscal 2015, approximately 40.9% of our revenues was earned from clients outside the United States. Our international operations are subject to a variety of risks, which are described under Item 1A - *Risk Factors* below.

### **Contracts**

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

	2015	2014	2013	2012	2011
Cost-reimbursable	83%	83%	85%	85%	84%
Fixed-price	17%	17%	15%	15%	16%

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



When we are directly responsible for engineering, design, procurement, and construction of a project or the maintenance of a client's plant or facility, we reflect the costs of materials, equipment, and subcontracts in both revenues and costs. On other projects, where the client elects to pay for such items directly and we have no associated responsibility for such items, these amounts are not reflected in either revenues or costs. The following table sets forth the approximate amount of such pass-through costs included in revenues for each of the last five fiscal years (in millions of dollars):

2015	2014	2013	2012	2011
\$ 2,602.6	\$ 2,954.9	\$ 2,624.8	\$ 2,328.4	\$ 2,118.5

#### Cost-Reimbursable Contracts

Cost-reimbursable contracts generally provide for reimbursement of costs incurred plus an amount of profit. The profit element may be in the form of a simple mark-up applied to the labor costs incurred or it may be in the form of a fee, or a combination of a mark-up and a fee. The fee element can also take several forms. The fee may be a fixed amount; it may be an amount based on a percentage of the costs incurred; or it may be an incentive fee based on targets, milestones, or performance factors defined in the contract. In general, we prefer cost-reimbursable contracts because we believe the primary reason for awarding a contract to us should be our technical expertise and professional qualifications rather than price.

#### Fixed-Price Contracts

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

#### Competition

With respect to each of the four broad categories of services we provide, we compete with a large number of companies across the world. Typically, no single company or companies dominate the market in which we provide any such services. We compete based on the following factors, among others: price of services, technical capabilities, reputation for quality, safety record, availability of qualified personnel, ability to timely perform work, and willingness to accept project-related risk. For more information regarding the competitive conditions in our business, please refer to Item 1A— *Risk Factors* below.

#### Employees

At October 2, 2015, we had approximately 49,900 full-time, staff employees (including contract staff). Additionally, as of October 2, 2015, there were approximately 14,100 persons employed in the field on a project basis. The number of field employees varies in relation to the number and size of the maintenance and construction projects in progress at any particular time.

#### Executive Officers of the Registrant

The information required by Paragraph (a), and Paragraphs (c) through (g) of Item 401 of Regulation S-K (except for information required by Paragraph (e) of that Item to the extent the required information pertains to our executive officers) and Item 405 of Regulation S-K is set forth under the captions "The Board of Directors and its Committees - Nominees," "The board of Directors and its Committees - Continuing Directors," and "Section 16(a) Beneficial Ownership Reporting

Compliance" in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

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

Name	Age	Position with the Company	Year Joined the Registrant
Steven J. Demetriou	57	President, Chief Executive Officer and Director	2015
Kevin C. Berryman	56	Executive Vice President, Chief Financial Officer	2014
Terence D. Hagen	51	President, Aerospace & Technology	1987
Andrew F. Kremer	58	President, Industrial	1998
Joseph G. Mandel	55	President, Petroleum & Chemicals	2011
Phillip J. Stassi	60	President, Buildings & Infrastructure	1977
Santo Rizzuto	55	Former Executive Vice President, Operations	2013
Cora L. Carmody	57	Senior Vice President, Information Technology	2008
Geoffrey P. Sanders	58	Senior Vice President and Chief Accounting Officer	1988
Lori S. Sundberg	51	Senior Vice President, Global Human Resources	2013
Michael R. Tyler	59	Senior Vice President and General Counsel	2013

All of the officers listed in the preceding table serve in their respective capacities at the pleasure of the Board of Directors of the Company. Messrs. Hagen, Kremer, Stassi and Sanders as well as Ms. Carmody have each served in executive and senior management capacities with the Company for more than five years. Below is additional information on the executive officers.

Mr. Demetriou joined the Company in August 2015. Mr. Demetriou served as Chairman and CEO of Aleris Corporation for 14 years, a global downstream aluminum producer based in Cleveland, Ohio. Over the course of his career, he has gained broad experience with companies in a range of industries including Metals, Specialty Chemicals, Oil & Gas, Manufacturing and Fertilizers.

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

Mr. Mandel joined the Company in February 2011 through the acquisition of certain operating companies comprising Aker Solutions ASA, a global provider of products, systems and services to the oil and gas industry. Mr. Mandel served in various senior management roles with Aker Solutions ASA since first joining them in 1995.

Mr. Rizzuto was Chief Executive Officer and Managing Director of SKM from October 2011 until the company's acquisition by Jacobs in December 2013. From 1997 to 2011 he served in a number of global operational leadership roles within SKM. As previously announced Mr. Rizzuto will be leaving the company in December 2015 as part of the Company's reorganization along global lines of business.

Mr. Sanders joined the company in June 1988. He was elected Senior Vice President and Chief Accounting Officer in May 2014. Mr. Sanders previously served as Vice President, Controller of the Company for over 10 years with responsibility for various finance, tax, accounting, and other functions within the Company.

Ms. Sundberg joined the Company in April 2013. Ms. Sundberg served as the Senior Vice President of Human Resources and Ethics at Arizona Public Services Company, Arizona's largest electric utility company, from November 2007 to April 2013. From 1998 to 2007 she served in a number of global HR leadership roles with American Express.

Mr. Tyler joined the Company in June 2013. He previously served as Executive Vice President, General Counsel and Secretary of Sanmina Corporation, a global electronics manufacturing services provider from April 2007 to June 2013, and Chief Legal and Administrative Officer of Gateway, Inc., a computer hardware company, from January 2004 to April 2007.

Ms. Carmody's last day with the Company was October 2, 2015.

**Available Information**

You may read and copy any materials we file with the SEC at the SEC's Public Reference Room located at 100 F Street N.E., Washington, D.C. 20549. In order to obtain information about the operation of the Public Reference Room, a person may call the SEC at 1-800-732-0330. The SEC also maintains a site on the Internet that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC. The SEC's website is <http://www.sec.gov>. You may also read and download the various reports we file with, or furnish to, the SEC free of charge from our website at [www.jacobs.com](http://www.jacobs.com).

**Item 1A. RISK FACTORS**

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

***Construction and maintenance sites are inherently dangerous workplaces. If we fail to maintain safe work sites, we can be exposed to significant financial losses and reputational harm, as well as civil and criminal liabilities.***

Construction and maintenance sites often put our employees and others in close proximity with large pieces of mechanized equipment, moving vehicles, chemical and manufacturing processes, and highly regulated materials, in a challenging environment. On many sites we are responsible for safety and, accordingly, must implement safety procedures. If we fail to implement such procedures or if the procedures we implement are ineffective, our employees and others may become injured, disabled or even lose their lives, the completion or commencement of our projects may be delayed, and we may be exposed to litigation or investigations. Unsafe work sites also have the potential to increase employee turnover, increase the cost of a project to our clients, and raise our operating costs. Any of the foregoing could result in financial losses or reputational harm, which could have a material adverse impact on our business, financial condition, and results of operations.

In addition, our projects can involve the handling of hazardous and other highly regulated materials, which, if improperly handled or disposed of, could subject us to civil and/or criminal liabilities. We are also subject to regulations dealing with occupational health and safety. Although we maintain functional groups whose primary purpose is to ensure we implement effective health, safety, and environmental (“HSE”) work procedures throughout our organization, including construction sites and maintenance sites, the failure to comply with such regulations could subject us to liability. In addition, despite the work of our functional groups, we cannot guarantee the safety of our personnel or that there will be no damage to or loss of our work, equipment or supplies.

Our safety record is critical to our reputation. Many of our clients require that we meet certain safety criteria to be eligible to bid for contracts and many contracts provide for automatic termination or forfeiture of some or all of our contract fees or profit in the event we fail to meet certain measures. Accordingly, if we fail to maintain adequate safety standards, we could suffer reduced profitability or the loss of projects or clients, which could have a material adverse impact on our business, financial condition, and results of operations.

***Our vulnerability to the cyclical nature of the markets in which our clients operate is exacerbated during economic downturns or time of political uncertainty.***

We provide technical, professional, construction, and O&M services to clients operating in a number of markets including oil and gas exploration, production, and refining; programs for various national governments, including the U.S. federal government; chemicals and polymers; mining and minerals; pharmaceuticals and biotechnology; infrastructure; buildings; power; and other, general industrial and consumer businesses and markets (such as technology and manufacturing; pulp and paper; and food and consumer products). These markets and the resulting demand for our services have been, and we expect will continue to be, cyclical and subject to significant fluctuations due to a variety of factors beyond our control, including economic conditions and changes in client spending, particularly during periods of economic or political uncertainty.

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

Current economic and political conditions also make it extremely difficult for our clients, our vendors, and us to accurately forecast and plan future business activities and could cause businesses to continue to slow spending on our services. We cannot predict the timing, strength or duration of any economic slowdown or subsequent economic recovery worldwide or in our clients’ markets. In addition, our business has traditionally lagged recoveries in the general economy and, therefore, may

not recover as quickly as the economy at large. A continuation or worsening of current weak economic conditions or a reduction in government spending could have a material adverse impact on our business, financial condition, and results of operations.

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

***Fluctuations in commodity prices may affect our customers' investment decisions and therefore subject us to risks of cancellation, delays in existing work, or changes in the timing and funding of new awards.***

Commodity prices can affect our customers in a number of ways. For example, for those customers that produce commodity products such as oil, gas, copper, or fertilizers, fluctuations in price can have a direct effect on their profitability and cash flow and, therefore, their willingness to continue to invest or make new capital investments. To the extent commodity prices decline or fluctuate and our customers defer new investments or cancel or delay existing projects, the demand for our services decreases, which may have a material adverse impact on our business, financial condition, and results of operations.

Commodity prices can also strongly affect the costs of projects. Rising commodity prices can negatively impact the potential returns on investments that are planned, as well as those in progress, and result in customers deferring new investments or canceling or delaying existing projects. Cancellations and delays have affected our past results and may continue to do so in significant and unpredictable ways and could have a material adverse impact on our business, financial condition, and results of operations.

***Our project execution activities may result in liability for faulty engineering services.***

If we fail to provide our services in accordance with applicable professional standards, we could be exposed to large damages or even criminal violations. Our engineering practice, for example, involves professional judgments regarding the planning, design, development, construction, operations and management of industrial facilities and public infrastructure projects. While we do not generally accept liability for consequential damages in our contracts, and although we have adopted a range of insurance, risk management and risk avoidance programs designed to reduce potential liabilities, a catastrophic event at one of our project sites or completed projects resulting from the services we have performed could result in significant professional or product liability, and warranty or other claims against us as well as reputational harm, especially if public safety is impacted. These liabilities could exceed our insurance limits or the fees we generate, may not be covered by insurance at all due to various exclusions in our coverage, and could impact our ability to obtain insurance in the future. Further, even where coverage applies, the policies have deductibles, which result in our assumption of exposure for a layer of coverage with respect to any claim filed by us. In addition, clients or subcontractors who have agreed to indemnify us against any such liabilities or losses might refuse or be unable to pay us. An uninsured claim, either in part or in whole, as well as any claim covered by insurance but subject to a high deductible, if successful and of a material magnitude, could have a substantial impact on our operations.

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

We face intense competition to provide technical, professional, and construction services to clients. The extent of such competition varies by industry, geographic market, and project type. For example, with respect to our construction and operations and maintenance services, clients generally award large projects to large contractors, which may give our larger competitors an advantage when bidding for these projects. Conversely, with respect to our engineering, design, architectural, and consulting services, low barriers of entry can result in competition with smaller, newer competitors. The extent and type of competition varies by market and geographic area. Competition can place downward pressure on our contract prices and profit margins, and may force us to accept contractual terms and conditions that are less favorable to us, thereby increasing the risk that we may not realize profit margins at the same rates as we've seen in the past. If we are unable to compete effectively, we may experience a loss of market share or reduced profitability or both, which if significant, could have a material adverse impact on our business, financial condition, and results of operations.

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

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

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

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

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

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

Although in the past we have been generally able to cover our insurance needs, there can be no assurances that we can secure all necessary or appropriate insurance in the future, or that such insurance can be economically secured. For example, catastrophic events can result in decreased coverage limits, more limited coverage, increased premium costs or deductibles. We monitor the financial health of the insurance companies from which we procure insurance, and this is one of the factors we take into account when purchasing insurance. Our insurance is purchased from a number of the world's leading providers, often in layered insurance or quota share arrangements. If any of our third party insurers fail, abruptly cancel our coverage or otherwise cannot satisfy their insurance requirements to us, then our overall risk exposure and operational expenses could be increased and our business operations could be interrupted.

In addition, the nature of our business sometimes results in clients, subcontractors, and vendors presenting claims to us for, among other things, recovery of costs related to certain projects. Similarly, we occasionally present change orders and claims to our clients, subcontractors, and vendors for, among other things, additional costs exceeding the original contract price. If we fail to document properly the nature of our claims and change orders or are otherwise unsuccessful in negotiating reasonable settlements with our clients, subcontractors, and vendors, we could incur cost overruns, reduced profits or, in some cases, a loss for a project. Further, these claims can be the subject of lengthy negotiations, arbitration or litigation proceedings, which could result in the investment of significant amounts of working capital pending the resolution of the relevant change orders and claims. A failure to promptly recover on these types of claims could have a material adverse impact on our liquidity and financial results. Additionally, irrespective of how well we document the nature of our claims and change orders, the cost to prosecute and defend claims and change orders can be significant.

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

***The nature of our contracts, particularly those that are fixed-price, subject us to risks of cost overruns. We may experience reduced profits or, in some cases, losses under these contracts if costs increase above our estimates.***

For fiscal 2015, approximately 17.0% of our revenues were earned under fixed-price contracts. Such contracts require us to estimate the total cost of the project in advance of our performance. For these contracts, we may benefit from any cost-savings, but we bear the risk of paying some, if not all, of any cost overruns. Fixed-price contract amounts are established in part on cost and scheduling estimates that are based on a number of assumptions, including those about future economic conditions, prices and availability of labor, equipment and materials, and other exigencies. If these estimates prove inaccurate, there are errors or ambiguities as to contract specifications, or if circumstances change due to, among other things, unanticipated technical problems, difficulties in obtaining permits or approvals, changes in local laws or labor conditions, weather or other delays beyond our control, changes in the costs of raw materials, or our vendors' or subcontractors' inability or failure to perform, then cost overruns may occur and we could experience reduced profits or, in some cases, a loss for that project. These risks are exacerbated for projects with long-term durations because there is an increased risk that the circumstances on which we based our original estimates will change in a manner that increases costs. If the project is significant, or there are one or more issues that impact multiple projects, costs overruns could have a material adverse impact on our business, financial condition, and results of operations.

Our contracts that are fundamentally cost reimbursable in nature may also present a risk to the extent the final cost on a project exceeds the amount the customer expected or budgeted. Like fixed-price contracts, the expected cost of cost-reimbursable projects are based in part on our estimates of the resources and time necessary to perform such contracts. If we are unable to properly support the costs we incur or otherwise fail to obtain proper reimbursement for all costs incurred - for whatever reason - the project may be less profitable than we expect or even result in losses. Additionally, we may be required to pay liquidated damages if we fail to meet schedule or performance requirements of our contracts, which could harm our reputation and have a material adverse impact on our business, financial condition, and results of operation.

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

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

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

The cost of providing our services, including the extent to which we utilize our workforce, affects our profitability. For example, the uncertainty of contract award timing can present difficulties in matching our workforce size with our contracts. If an expected contract award is delayed or not received, we could incur costs resulting from excess staff, reductions in staff, or redundancy of facilities that could have a material adverse impact on our business, financial conditions, and results of operations.

***The contracts in our backlog may be adjusted, cancelled or suspended by our clients and, therefore, our backlog is not necessarily indicative of our future revenues or earnings. Additionally, even if fully performed, our backlog is not a good indicator of our future gross margins.***

As of the end of fiscal 2015, our backlog totaled approximately \$18.8 billion. There is no assurance that backlog will actually be realized as revenues in the amounts reported or, if realized, will result in profits. In accordance with industry practice, substantially all of our contracts are subject to cancellation, termination, or suspension at the discretion of the client. In the event of a project cancellation, we would generally have no contractual right to the total revenue reflected in our backlog. Projects can remain in backlog for extended periods of time because of the nature of the project and the timing of the particular services required by the project. The risk of contracts in backlog being cancelled or suspended generally increases during periods of wide-spread economic slowdowns.

The contracts in our backlog are subject to changes in the scope of services to be provided as well as adjustments to the costs relating to the contracts. The revenue for certain contracts included in backlog are based on estimates. Additionally, the way we perform on our individual contracts can affect greatly our gross margins and hence, future profitability.

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

***Contracts with the U.S. federal government and other governments and their agencies pose additional risks relating to future funding and compliance.***

Contracts with the U.S. federal government and other governments and their agencies, which are a significant source of our revenue and profit, are subject to various uncertainties, restrictions, and regulations including oversight audits by various government authorities as well as profit and cost controls, which could result in withholding or delay of payments to us. Government contracts are also exposed to uncertainties associated with funding such as sequestration and budget deficits. Contracts with the U.S. federal government, for example, are subject to the uncertainties of Congressional funding. Governments are typically under no obligation to maintain funding at any specific level, and funds for government programs may even be eliminated.

As a result, our government clients may reduce the scope or terminate our contracts for convenience or decide not to renew our contracts with little or no prior notice. Since government contracts represent a significant percentage of our revenues (for example, those with the U.S. federal government represented approximately 21.7% of our total revenue in fiscal 2015), a significant reduction in government funding or the loss of such contracts could have a material adverse impact on our business, financial condition, and results of operations.

Most government contracts are awarded through a rigorous competitive process. The U.S. federal government has increasingly relied upon multiple-year contracts with multiple contractors that generally require those contractors to engage in an additional competitive bidding process for each task order issued under a contract. This process may result in us facing significant additional pricing pressure and uncertainty and incurring additional costs. Moreover, we may not be awarded government contracts because of existing policies designed to protect small businesses and under-represented minorities. Our inability to win new contracts or be awarded work under existing contracts could have a negative impact on our business and results of operations.

In addition, government contracts are subject to specific procurement regulations and a variety of other socio-economic requirements, which affects how we transact business with our clients and, in some instances, impose additional costs on our business operations. For example, for contracts with the U.S. federal government, we must comply with the Federal Acquisition Regulation, the Truth in Negotiations Act, the Cost Accounting Standards, the Service Contract Act, and numerous regulations governing, environmental protection, and employment practices. Government contracts also contain terms that expose us to heightened levels of risk and potential liability than non-government contracts. This includes, for example, unlimited indemnification obligations.

We also are subject to government audits, investigations, and proceedings. For example, government agencies such as the U.S. Defense Contract Audit Agency routinely review and audit us to determine the adequacy of and our compliance with



our internal control systems and policies and whether allowable costs are in accordance with applicable regulations. These audits can result in a determination that a rule or regulation has been violated or that adjustments are necessary to the amount of contract costs we believe are reimbursable by the agencies and the amount of our overhead costs allocated to the agencies.

If we violate a rule or regulation, fail to comply with a contractual or other requirement or do not satisfy an audit, a variety of penalties can be imposed including monetary damages and criminal and civil penalties. In addition, any or all of our government contracts could be terminated, we could be suspended or debarred from all government contract work, or payment of our costs could be disallowed. For example, in so-called "qui tam" actions brought by individuals or the government under the U.S. Federal False Claims Act or under similar state and local laws, treble damages can be awarded. The occurrence of any of these actions could harm our reputation and could have a material adverse impact on our business, financial condition, and results of operations.

Many of our federal government contracts require us to have security clearances, which can be difficult and time consuming to obtain. If our employees are unable to obtain or retain the necessary securities clearances, our clients could terminate or not renew existing contracts or award us new contracts. To the extent this occurs, our operations and results of operations could be negatively impacted.

***Our use of joint ventures and partnerships exposes us to risks and uncertainties, many of which are outside of our control.***

As is common in the industry, we perform certain contracts as a member of joint ventures, partnerships, and similar arrangements. This situation exposes us to a number of risks, including the risk that our partners may be unable to fulfill their obligations to us or our clients. We cannot control the actions of our joint venture partners, including the nonperformance, default or bankruptcy of our joint venture partners. Our partners may be unable or unwilling to provide the required levels of financial support to the partnerships. If these circumstances occur, we may be required to pay financial penalties or liquidated damages, provide additional services, or make additional investments to ensure adequate performance and delivery of the contracted services. Under agreements with joint and several liabilities, we could be liable for both our obligations and those of our partners. These circumstances could also lead to disputes and litigation with our partners or clients, all of which could have a material adverse impact on our reputation, business, financial condition, and results of operations. We depend on the management effectiveness of our joint venture partners. Differences in views among the joint venture participants may result in delayed decisions or in failures to agree on major issues, which could materially affect the business and operations of these ventures.

We participate in joint ventures and similar arrangements in which we are not the controlling partner. In these cases, we have limited control over the actions of the joint venture. These joint ventures may not be subject to the same requirements regarding internal controls and internal control over financial reporting that we follow. To the extent the controlling partner makes decisions that negatively impact the joint venture or internal control problems arise within the joint venture, it could have a material adverse impact on our business, financial condition, and results of operations.

The failure by a joint venture partner to comply with applicable laws, regulations or client requirements could negatively impact our business and, for government clients, could result in fines, penalties, suspension or even debarment being imposed on us, which could have a material adverse impact on our business, financial condition, and results of operations.

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

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

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

***Negative conditions in the credit and financial markets and delays in receiving client payments could result in liquidity problems, adversely affecting our cost of borrowing or our business.***

Although we finance much of our operations using cash provided by operations, at times we depend on the availability of credit to grow our business and to help fund business acquisitions. In addition, some of our clients depend on the availability of credit to help finance their capital projects. Instability in the credit markets in the U.S. or abroad, could cause the availability of credit to be relatively difficult or expensive to obtain at competitive rates, on commercially reasonable terms or in sufficient amounts. This situation could make it more difficult or more expensive for us to access funds, refinance our existing indebtedness, enter into agreements for new indebtedness, or obtain funding through the issuance of securities or such additional capital may not be available on terms acceptable to us. We may also enter into business acquisition agreements that require us to access credit, which if not available at the closing of the acquisition could result in a breach of the acquisition agreement and a resulting claim for damages by the sellers of such business. In addition, market conditions could negatively impact our clients' ability to fund their projects and, therefore, utilize our services, which could have a material adverse impact on our business, financial condition, and results of operations.

In addition, we are subject to the risk that the counterparties to our credit agreements may go bankrupt if they suffer catastrophic demand on their liquidity that will prevent them from fulfilling their contractual obligations to us. We also routinely enter into contracts with counterparties including vendors, suppliers, and subcontractors that may be negatively impacted by events in the credit markets. If those counterparties are unable to perform their obligations to us or our clients, we may be required to provide additional services or make alternate arrangements on less favorable terms with other parties to ensure adequate performance and delivery of services to our clients. These circumstances could also lead to disputes and litigation with our partners or clients, which could have a material adverse impact on our reputation, business, financial condition, and results of operations.

In addition, we typically bill our clients for our services in arrears and are, therefore, subject to our clients delaying or failing to pay our invoices. In weak economic environments, we may experience increased delays and failures due to, among other reasons, our clients' unwillingness to pay for alleged poor performance or to preserve their own working capital. If one or more clients delays in paying or fail to pay us a significant amount of our outstanding receivables, it could have a material adverse impact on our liquidity, financial condition, and results of operations.

Furthermore, our cash balances and short-term investments are maintained in accounts held by major banks and financial institutions located primarily in North America, Europe, South America, Australia and Asia. Some of our accounts hold deposits in amounts that exceed available insurance. Although none of the financial institutions in which we hold our cash and investments have gone into bankruptcy or forced receivership, or have been seized by their governments, there is a risk that such events may occur in the future. If any such events were to occur, we would be at risk of not being able to access our cash which may result in a temporary liquidity crisis that could impede our ability to fund our operations, which could have a material adverse impact on our business, financial condition, and results of operations.

***Maintaining adequate bonding and letter of credit capacity is necessary for us to successfully bid on and win some contracts.***

In line with industry practice, we are often required to provide performance or payment bonds or letters of credit to our customers. These instruments indemnify the customer should we fail to perform our obligations under the contract. If a bond or a letter of credit is required for a particular project and we are unable to obtain an appropriate bond or letter of credit, we cannot pursue that project. Historically, we have had adequate bonding and letter of credit capacity but, as is typically the case, the issuance of a bond is at the surety's sole discretion and the issuance of a letter of credit is based on the Company's credit worthiness. Because of an overall lack of worldwide bonding capacity, we may find it difficult to find sureties who will provide required levels of bonding or such bonding may only be available at significant additional cost. There can be no assurance that our bonding capacity will continue to be available to us on reasonable terms. In addition, future projects may require us to obtain letters of credit that extend beyond the term of our existing credit facilities. Our inability to obtain

adequate bonding and, as a result, to bid on new contracts that require such bonding or letter of credit could have a material adverse impact on our business, financial condition, results of operations, and cash flows.

***Past and future environmental, health, and safety laws could impose significant additional costs and liabilities.***

We are subject to a variety of environmental, health, and safety laws and regulations governing, among other things, discharges to air and water, the handling, storage, and disposal of hazardous or waste materials and the remediation of contamination associated with the releases of hazardous substances and human health and safety. These laws and regulations and the risk of attendant litigation can cause significant delays to a project and add significantly to its cost. Violations of these regulations could subject us and our management to civil and criminal penalties and other liabilities.

Various U.S. federal, state, local, and foreign environmental laws and regulations may impose liability for property damage and costs of investigation and cleanup of hazardous or toxic substances on property currently or previously owned by us or arising out of our waste management or environmental remediation activities. These laws may impose responsibility and liability without regard to knowledge of or causation of the presence of contaminants. The liability under these laws is joint and several. We have potential liabilities associated with our past waste management and other activities and with our current and prior ownership of various properties. The discovery of additional contaminants or the imposition of unforeseen clean-up obligations at these or other sites could have a material adverse impact on our financial condition and results of operations.

When we perform our services, our personnel and equipment may be exposed to radioactive and hazardous materials and conditions. We may be subject to liability claims by employees, customers, and third parties as a result of such exposures. In addition, we may be subject to fines, penalties or other liabilities arising under environmental or safety laws. A claim, if not covered by insurance, could have a material adverse impact on our results of operations and financial condition.

Such laws, regulations and policies are reviewed periodically and any changes could affect us in substantial and unpredictable ways. Such changes could, for example, relax or repeal laws and regulations relating to the environment, which could result in a decline in the demand for our environmental services and, in turn, could negatively impact our revenue. Changes in the environmental laws and regulations, remediation obligations, enforcement actions, stricter interpretations of existing requirements, future discovery of contamination or claims for damages to persons, property, natural resources or the environment could result in material costs and liabilities that we currently do not anticipate. If we fail to comply with such laws or regulations, whether actual or alleged, we could be exposed to fines, penalties or potential litigation liabilities, including costs, settlements and judgments, any of which could adversely affect our business, financial condition and results of operations.

In addition, we and many of our clients operate in highly regulated environments, which may require us or our clients to obtain, and to comply with, federal, state, and local government permits and approvals. Any of these permits or approvals may be subject to denial, revocation or modification under various circumstances. Failure to obtain or comply with, or the loss or modification of, the conditions of permits or approvals may subject us to penalties or other liabilities, which could have a material adverse impact on our business, financial condition, and result of operations.

***If we fail to comply with federal, state, local or foreign governmental requirements, our business may be adversely affected.***

We are subject to U.S. federal, state, local and foreign laws and regulations that affect our business. For example, our global operations require importing and exporting goods and technology across international borders. Although we have policies and procedures to comply with U.S. and foreign international trade laws, the violation of such laws could subject the Company and its employees to civil or criminal penalties, including substantial monetary fines, or other adverse actions including denial of import or export privileges or debarment from participation in U.S. government contracts, and could damage our reputation and our ability to do business.

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

Misconduct, fraud, non-compliance with applicable laws and regulations, or other improper activities by one of our employees, agents or partners could have a significant negative impact on our business and reputation. Such misconduct could include the failure to comply with government procurement regulations, regulations regarding the protection of classified information, regulations prohibiting bribery and other corrupt practices, regulations regarding the pricing of labor and other costs in government contracts, regulations on lobbying or similar activities, regulations pertaining to the internal controls over financial reporting, regulations pertaining to export control, environmental laws, and any other applicable laws or regulations. For example, we routinely provide services that may be highly sensitive or that relate to critical national security matters; if a

security breach were to occur, our ability to procure future government contracts could be severely limited. The precautions we take to prevent and detect these activities may not be effective, and we could face unknown risks or losses. Our failure to comply with applicable laws or regulations or acts of misconduct could subject us to fines and penalties, cancellation of contracts, loss of security clearance, and suspension or debarment from contracting, which could weaken our ability to win contracts and result in reduced revenues and profits and could have a material adverse impact on our business, financial condition, and results of operations.

***We could be adversely affected by violations of the U.S. Foreign Corrupt Practices Act and similar worldwide anti-bribery laws.***

The U.S. Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act of 2010, and similar anti-bribery laws in other jurisdictions generally prohibit companies and their intermediaries from making improper payments for the purpose of obtaining or retaining business. Our policies mandate compliance with these anti-bribery laws, including the requirements to maintain accurate information and internal controls. We operate in many parts of the world that have experienced governmental corruption to some degree and in certain circumstances, strict compliance with anti-bribery laws may conflict with local customs and practices. Despite our training and compliance programs, there is no assurance that our internal control policies and procedures will protect us from acts committed by our employees or agents. If we are found to be liable for FCPA or other violations (either due to our own acts or our inadvertence, or due to the acts or inadvertence of others), we could suffer from civil and criminal penalties or other sanctions, including contract cancellations or debarment, and loss of reputation, any of which could have a material adverse impact on our business, financial condition, and results of operations.

***The loss of or a significant reduction in business from one or a few customers could have an adverse impact on us.***

A few clients have in the past and may in the future account for a significant portion of our revenue and/or backlog in any one year or over a period of several consecutive years. For example, in fiscal 2015 , 2014 , and fiscal 2013 , approximately 21.7% , 17.8% , and 19.9% , respectively, of our revenue was earned directly or indirectly from agencies of the U.S. federal government. Although we have long-standing relationships with many of our significant clients, our clients may unilaterally reduce, delay, or cancel their contracts at any time. Our loss of or a significant reduction in business from a significant client could have a material adverse impact on our business, financial condition, and results of operations.

***In addition to the risks discussed elsewhere in Risk Factors, our international operations are also exposed to additional risks and uncertainties including unfavorable political developments and weak foreign economies.***

For fiscal 2015 , approximately 40.9% of our revenues was earned from clients outside the U.S. Our business is dependent on the continued success of our international operations, and we expect our international operations to continue to account for a significant portion of our total revenues. Our international operations are subject to a variety of risks, including:

- Recessions and other economic crises in other regions, such as Europe, or specific foreign economies and the impact on our costs of doing business in those countries;
- Difficulties in staffing and managing foreign operations, including logistical and communication challenges;
- Unexpected changes in foreign government policies and regulatory requirements;
- Lack of developed legal systems to enforce contractual rights;
- Renegotiation or nullification of our existing contracts;
- The adoption of new, and the expansion of existing, trade or other restrictions;
- Embargoes;
- Changes in labor conditions;
- Acts of war, civil unrest, force majeure, and terrorism;
- The ability to finance efficiently our foreign operations;
- Social, political, and economic instability;
- Expropriation of property;
- Tax increases;
- Currency exchanges rate fluctuations;
- Limitations on the ability to repatriate foreign earnings; and

- U.S. government policy changes in relation to the foreign countries in which we operate, including embargoes or other trade restrictions.

The lack of a well-developed legal system in some of these countries may make it difficult to enforce our contractual rights. In addition, military action or continued unrest, particularly in the Middle East, could impact the supply or pricing of oil, disrupt our operations in the region and elsewhere. To the extent our international operations are affected by unexpected or adverse economic, political and other conditions, our business, financial condition, and results of operations may be adversely affected.

***We work in international locations where there are high security risks, which could result in harm to our employees or unanticipated cost.***

Some of our services are performed in high risk locations, where the country or location is subject to political, social or economic risks, or war or civil unrest. In those locations where we have employees or operations, we may expend significant efforts and incur substantial security costs to maintain the safety of our personnel. Despite these activities, in these locations, we cannot guarantee the safety of our personnel and we may suffer future losses of employees and subcontractors.

***Foreign exchange risks may affect our ability to realize a profit from certain projects.***

Our reported financial condition and results of operations are exposed to the effects (both positive and negative) that fluctuating exchange rates have on the process of translating the financial statements of our international operations, which are denominated in currencies other than the U.S. dollar, into the U.S. dollar. While we generally attempt to denominate our contracts in the currencies of our expenditures, we do enter into contracts that expose us to currency risk, particularly to the extent contract revenue is denominated in a currency different than the contract costs. We attempt to minimize our exposure from currency risks by obtaining escalation provisions for projects in inflationary economies or entering into derivative (hedging) instruments, when there is currency risk exposure that is not naturally mitigated via our contracts. These actions, however, may not always eliminate currency risk exposure. Based on fluctuations in currency, the U.S. dollar value of our backlog may from time to time increase or decrease significantly. We may also be exposed to limitations on our ability to reinvest earnings from operations in one country to fund the financing requirements of our operations in other countries.

***Our business strategy relies in part on acquisitions to sustain our growth. Acquisitions of other companies present certain risks and uncertainties.***

Our business strategy involves growth through, among other things, the acquisition of other companies. Acquiring companies presents a number of risks, including:

- Assumption of liabilities of an acquired business, including liabilities that were unknown at the time the acquisition was negotiated;
- Valuation methodologies may not accurately capture the value of the acquired business;
- Failure to realize anticipated benefits, such as cost savings and revenue enhancements;
- Difficulties relating to combining previously separate entities into a single, integrated, and efficient business;
- The effects of diverting management's attention from day-to-day operations to matters involving the integration of acquired companies;
- Potentially substantial transaction costs associated with business combinations;
- Potential impairment resulting from the overpayment for an acquisition or post-acquisition deterioration in an acquired business;
- Difficulties relating to assimilating the personnel, services, and systems of an acquired business and to assimilating marketing and other operational capabilities;
- Difficulties retaining key personnel of an acquired business;
- Increased burdens on our staff and on our administrative, internal control and operating systems, which may hinder our legal and regulatory compliance activities;
- Difficulties in applying and integrating our system of internal controls to an acquired business;
- Increased financial and accounting challenges and complexities in areas such as tax planning, treasury management, financial reporting and internal controls; and
- The potential requirement for additional equity or debt financing, which may not be available, or if available, may not have favorable terms.

While we often obtain indemnification rights from the sellers of acquired businesses, such rights may be difficult to enforce, the losses may exceed any dedicated escrow funds, and the indemnitors may not have the ability to financially support the indemnity.

If our management is unable to successfully integrate acquired companies or implement our growth strategy, our operating results could be harmed. In addition, even if the operations of an acquisition are integrated successfully, we may not realize the full benefits of an acquisition, including the synergies, cost savings, or sales or growth opportunities that we expect. These benefits may not be achieved within the anticipated time frame, or at all. Moreover, we cannot assure that we will continue to successfully expand or that growth or expansion will result in profitability.

In addition, there is no assurance that we will continue to locate suitable acquisition targets or that we will be able to consummate any such transactions on terms and conditions acceptable to us. Existing cash balances and cash flow from operations, together with borrowing capacity under our credit facilities, may be insufficient to make acquisitions. Credit market conditions may also make it more difficult and costly to finance acquisitions. Acquisitions may also bring us into businesses we have not previously conducted and expose us to additional business risks that are different than those we have traditionally experienced.

***In the event we issue stock as consideration for certain acquisitions we may make, we could dilute share ownership.***

One method of acquiring companies or otherwise funding our corporate activities is through the issuance of additional equity securities. If we issue additional equity securities, such issuances could have the effect of diluting our earnings per share as well as our existing shareholders' individual ownership percentages in the Company.

***Our quarterly results may fluctuate significantly, which could have a material negative effect on the price of our common stock.***

Our quarterly operating results may fluctuate significantly, which could cause our operating results to fall below the expectations of securities analysts and have a material negative effect on the price of our common stock. Fluctuations are caused by a number of factors, including:

- Fluctuations in the spending patterns of our government and commercial customers;
- The number and significance of projects executed during a quarter;
- Unanticipated changes in contract performance, particularly with contracts that have funding limits;
- The timing of resolving change orders, requests for equitable adjustments, and other contract adjustments;
- Delays incurred in connection with a project;
- Changes in prices of commodities or other supplies;
- Changes in foreign currency exchange rates;
- Weather conditions that delay work at project sites;
- The timing of expenses incurred in connection with acquisitions or other corporate initiatives;
- Natural disasters or other crises;
- Staff levels and utilization rates;
- Changes in prices of services offered by our competitors; and
- General economic and political conditions.

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

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

- Recognition of contract revenue, costs, profit or losses in applying the principles of percentage of completion accounting;
- Estimated amounts for expected project losses, warranty costs, contract close-out or other costs;

- Recognition of recoveries under contract change orders or claims;
- Collectability of billed and unbilled accounts receivable and the need and amount of any allowance for doubtful accounts;
- Estimates of other liabilities, including litigation and insurance revenues/reserves and reserves necessary for self-insured risks;
- Accruals for estimated liabilities, including litigation reserves;
- Valuation of assets acquired, and liabilities, goodwill, and intangible assets assumed, in acquisitions;
- Valuation of stock-based compensation;
- The determination of liabilities under pension and other post-retirement benefit programs; and
- Income tax provisions and related valuation allowances.

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

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

Because we have grown in part through acquisitions, goodwill and intangible assets represent a substantial portion of our assets. Under U.S. GAAP, we are required to test goodwill carried in our Consolidated Balance Sheets for possible impairment on an annual basis based upon a fair value approach. As of October 2, 2015, we had \$3.0 billion of goodwill, representing 39.2% of our total assets of \$7.8 billion. We have chosen to perform our annual impairment reviews of goodwill at the end of the third quarter of our fiscal year. We also are required to test goodwill for impairment between annual tests if events occur or circumstances change that would more likely than not reduce our enterprise fair value below its book value. These events or circumstances could include a significant change in the business climate, including a significant sustained decline in a reporting unit's market value, legal factors, operating performance indicators, competition, sale or disposition of a significant portion of our business, potential government actions toward our facilities, and other factors.

If our market capitalization drops significantly below the amount of net equity recorded on our balance sheet, it might indicate a decline in our fair value and would require us to further evaluate whether our goodwill has been impaired. If the fair value of our reporting units is less than their carrying value, we could be required to record an impairment charge. The amount of any impairment could be significant and could have a material adverse impact on our financial condition and results of operations for the period in which the charge is taken. For a further discussion of goodwill impairment testing, please see Item 7—*Management's Discussion and Analysis of Financial Condition and Results of Operations* below.

***We may be required to contribute additional cash to meet any underfunded benefit obligations associated with retirement and post-retirement benefit plans we manage.***

We have various employee benefit plan obligations that require us to make contributions to satisfy, over time, our underfunded benefit obligations, which are generally determined by calculating the projected benefit obligations minus the fair value of plan assets. For example, as of October 2, 2015, and September 26, 2014, our defined benefit pension and post-retirement benefit plans were projected to be underfunded by \$413.1 million and \$400.8 million, respectively. See Note 6—*Pension Plans* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K for additional disclosure. In the future, our benefit plan obligations may increase or decrease depending on changes in the levels of interest rates, pension plan asset performance and other factors. If we are required to contribute a significant amount of the deficit for underfunded benefit plans, our cash flows could be materially and adversely affected.

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

Rising inflation, interest rates, or construction costs could reduce the demand for our services. In addition, we bear all of the risk of rising inflation with respect to those contracts that are fixed-price. Because a significant portion of our revenues are earned from cost-reimbursable type contracts (approximately 83.0% during fiscal 2015), the effects of inflation on our financial condition and results of operations over the past few years have been generally minor. However, if we expand our business into markets and geographic areas where fixed-price and lump-sum work is more prevalent, inflation may have a larger impact on our results of operations in the future. Therefore, increases in inflation, interest rates or construction costs could have a material adverse impact on our business, financial condition, and results of operations.

***We may be affected by market or regulatory responses to climate change.***

Growing concerns about climate change may result in the imposition of additional environmental regulations. For example, there is a growing consensus that new and additional regulations may be enacted concerning, among other things, greenhouse gas emissions could result in increased compliance costs for us and our clients. Legislation, international protocols, regulation or other restrictions on emissions could also affect our clients, including those who are involved in the exploration, production or refining of fossil fuels, emit greenhouse gases through the combustion of fossil fuels or emit greenhouse gases through the mining, manufacture, utilization or production of materials or goods. Such policy changes could increase the costs of projects for our clients or, in some cases, prevent a project from going forward, thereby potentially reducing the need for our services, which would in turn have a material adverse impact on our business, financial condition, and results of operations. However, these changes could also increase the pace of projects, such as carbon capture or storage projects, that could have a positive impact on our business. We cannot predict when or whether any of these various proposals may be enacted or what their effect will be on us or on our customers.

***Our effective tax rate may increase or decrease.***

We are subject to income taxes in the U.S. and numerous foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes. In the ordinary course of our business, there are many transactions and calculations where the ultimate tax determination is uncertain. We are regularly under audit by tax authorities. Although we believe that our tax estimates and tax positions are reasonable, they could be materially affected by many factors including the final outcome of tax audits and related litigation, the introduction of new tax accounting standards, legislation, regulations, and related interpretations, our global mix of earnings, the realizability of deferred tax assets and changes in uncertain tax positions. An increase or decrease in our effective tax rate could have a material adverse impact on our financial condition and results of operations.

***Systems and information technology interruption or failure and data security breaches could adversely impact our ability to operate or expose us to significant financial losses and reputational harm.***

We rely heavily on computer, information, and communications technology and related systems in order to properly operate our business. From time to time, we experience occasional system interruptions and delays. In the event we are unable to regularly deploy software and hardware, effectively upgrade our systems and network infrastructure, and take other steps to maintain or improve the efficiency and efficacy of our systems, the operation of such systems could be interrupted or result in the loss, corruption, or release of data. In addition, our computer and communication systems and operations could be damaged or interrupted by natural disasters, force majeure events, telecommunications failures, power loss, acts of war or terrorism, computer viruses, malicious code, physical or electronic security breaches, intentional or inadvertent user misuse or error, or similar events or disruptions. Any of these or other events could cause interruptions, delays, loss of critical and/or sensitive data or similar effects, which could have a material adverse impact on our business, financial condition, protection of intellectual property, and results of operations, as well as those of our clients.

In addition, we face the threat to our computer systems of unauthorized access, computer hackers, computer viruses, malicious code, organized cyber-attacks and other security problems and system disruptions, including possible unauthorized access to and disclosure of our and our clients' proprietary or classified information. We rely on industry accepted security measures and technology to securely maintain all confidential and proprietary information on our computer systems, but they may still be vulnerable to these threats. As a result, we may be required to expend significant resources to protect against the threat of these system disruptions and security breaches or to alleviate problems caused by these disruptions and breaches. Any of these events could damage our reputation and have a material adverse effect on our business, financial condition, results of operations and cash flows.

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

Our technology and intellectual property provide us, in many instances, with a competitive advantage. Although we protect our property through patent registrations, license restrictions, and similar mechanisms, we may not be able to successfully preserve our rights and they could be invalidated, circumvented, challenged or become obsolete. In addition, the laws of some foreign countries in which we operate do not protect intellectual property rights to the same extent as the U.S. If we are unable to protect and maintain our intellectual property rights or if there are any successful intellectual property challenges or infringement proceedings against us, our ability to differentiate our service offerings could be reduced. Litigation to determine the scope of intellectual property rights, even if ultimately successful, could be costly and could divert management's attention away from other aspects of our business.



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

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

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

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

***We are subject to professional standards, duties and statutory obligations on professional reports and opinions we issue, which could subject us to monetary damages.***

We issue reports and opinions to clients based on our professional engineering expertise as well as our other professional credentials that subject us to professional standards, duties and obligations regulating the performance of our services. For example, we issue opinions and reports to government clients in connection with securities offerings. If a client or another third party alleges that our report or opinion is incorrect or it is improperly relied upon and we are held responsible, we could be subject to significant monetary damages. In addition, our reports and other work product may need to comply with professional standards, licensing requirements, securities regulations and other laws and rules governing the performance of professional services in the jurisdiction where the services are performed. We could be liable to third parties who use or rely upon our reports and other work product even if we are not contractually bound to those third parties. These events could in turn result in monetary damages and penalties.

***Delaware law and our charter documents may impede or discourage a takeover or change of control.***

We are a Delaware corporation. Certain anti-takeover provisions of the Delaware general corporation law impose restrictions on the ability of others to acquire control of us. In addition, certain provisions of our charter documents may impede or discourage a takeover. For example:

- Our Board of Directors is divided into three staggered classes (although our Board of Directors is currently being destaggered);
- Only our Board of Directors can fill vacancies on the board;
- There are various restrictions on the ability of a shareholder to nominate a director for election; and
- Our Board of Directors can authorize the issuance of preference shares.

These types of provisions, as well as our ability to adopt a shareholder rights agreement in the future, could make it more difficult for a third party to acquire control of us, even if the acquisition would be beneficial to our shareholders. Accordingly, stockholders may be limited in the ability to obtain a premium for their shares.

**Item 1B. UNRESOLVED STAFF COMMENTS**

None.

**Item 2. PROPERTIES**

Our properties consist primarily of office space within general, commercial office buildings located in major cities primarily in the following countries: United States; Australia; Austria; Belgium; Canada; Chile; China; Finland; France; Germany; Greece; India; Italy; Malaysia; Mexico; Morocco; The Netherlands; Oman; The Philippines; Poland; Puerto Rico; Peru; Republic of Ireland; Saudi Arabia; South Africa; Singapore; Spain; Sweden; United Arab Emirates; and the United Kingdom. Such space is used for operations (providing technical, professional, and other home office services), sales, and administration. Most of our properties are leased. In addition, we own facilities located in Charleston, South Carolina which had served as our principal manufacturing and fabrication site for our modular construction activities. We also have fabrication facilities located in Canada in Pickering, Ontario and Edmonton and Lamont, Alberta. The total amount of space used by us for all of our operations is approximately 8.3 million square feet.

We also lease smaller, project offices located throughout the U.S., the U.K., and in certain other countries. We also rent most of our construction equipment on a short-term basis.

**Item 3. LEGAL PROCEEDINGS**

The information required by this Item 3 is included in Note 11 — *Contractual Guarantees, Litigation, Investigations, and Insurance* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K and is incorporated herein by reference.

**Item 4. MINE SAFETY DISCLOSURE**

Section 1503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”) requires domestic mine operators to disclose violations and orders issued under the Federal Mine Safety and Health Act of 1977 (the “Mine Act”) by the federal Mine Safety and Health Administration. Under the Mine Act, an independent contractor, such as Jacobs, that performs services or construction of a mine is included within the definition of a mining operator. We do not act as the owner of any mines.

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Act and Item 104 of Regulation S-K is included in Exhibit 95.

## PART II

**Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES****Market Information**

Jacobs' common stock is listed on the NYSE and trades under the symbol JEC. We provided to the NYSE, without qualification, the required annual certification of our Chief Executive Officer regarding compliance with the NYSE's corporate governance listing standards. The following table sets forth the low and high sales prices of a share of our common stock during each of the fiscal quarters presented, based on the NYSE Composite Price History:

	Low Sales Price	High Sales Price
<b>Fiscal 2015:</b>		
First quarter	\$ 39.78	\$ 49.94
Second quarter	37.87	45.49
Third quarter	41.68	48.25
Fourth quarter	36.05	44.64
<b>Fiscal 2014:</b>		
First quarter	\$ 55.80	\$ 64.27
Second quarter	58.20	66.88
Third quarter	52.57	65.02
Fourth quarter	49.13	55.00

**Shareholders**

According to the records of our transfer agent, there were 1,116 shareholders of record as of November 20, 2015 .

**Share Repurchases**

On August 19, 2014, the Board of Directors approved a program to repurchase up to \$500 million of the Company's common stock over a three year period. Share repurchases may be executed through various means including, without limitation, open market transactions, privately negotiated transactions or otherwise. The share repurchase program does not oblige the Company to purchase any shares. The authorization for the share repurchase program may be terminated, increased, or decreased by the Company's Board of Directors in its discretion at any time. The timing of our share repurchases may depend upon market conditions, other uses of capital, and other factors. As of October 2, 2015 , the Company exhausted the repurchase capacity under the authorization.

A summary of repurchases of our common stock each fiscal month during the fourth quarter of fiscal 2015 is as follows (in thousands, except per-share amounts):

Period	Total Number of Shares Purchased	Average Price Paid per Share (1)	Total Numbers of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs
June 27 through July 24, 2015	404	\$ 40.29	404	\$ 532,362
July 25 through August 21, 2015	289	42.88	289	519,974
August 22 through October 2, 2015	536	38.63	536	500,000
Total	1,229	\$ 40.18	1,229	\$ 500,000

(1) Includes commissions paid.

On July 23, 2015, the Board of Directors approved a program to purchase up to an additional \$500 million of the Company's

common stock over the next three years. This approval was in addition to the then available capacity remaining under the Company's August 2014 \$500 million share repurchase authorization. The new share repurchase authorization is subject to the same general terms and conditions as the prior share repurchase authorization summarized above.

**Dividends**

Our policy is to use cash flows from operations to fund future growth, pay down debt, and, subject to market conditions, repurchase common stock under a stock buy-back program approved by our Board of Directors. Accordingly, we have not paid a cash dividend since fiscal 1984. Although our Board of Directors periodically reviews and considers the merits of paying cash dividends, we currently have no plans to pay cash dividends in the foreseeable future.

**Unregistered Sales of Equity Securities.**

On October 14, 2013, we acquired the assets of Trompeter Enterprises, L.L.C., Motion Mekanix, Inc., Teamm Workforce, Inc., and Sims Software II, Inc. (collectively "Trompeter"); and on December 20, 2013, we acquired the assets of Stobbarts (Nuclear) Limited, for cash and shares of our common stock. In connection with these acquisitions, we issued 33,947 shares of our common stock with an aggregate value of approximately \$2.0 million. No underwriters or placement agents were involved with these acquisitions.

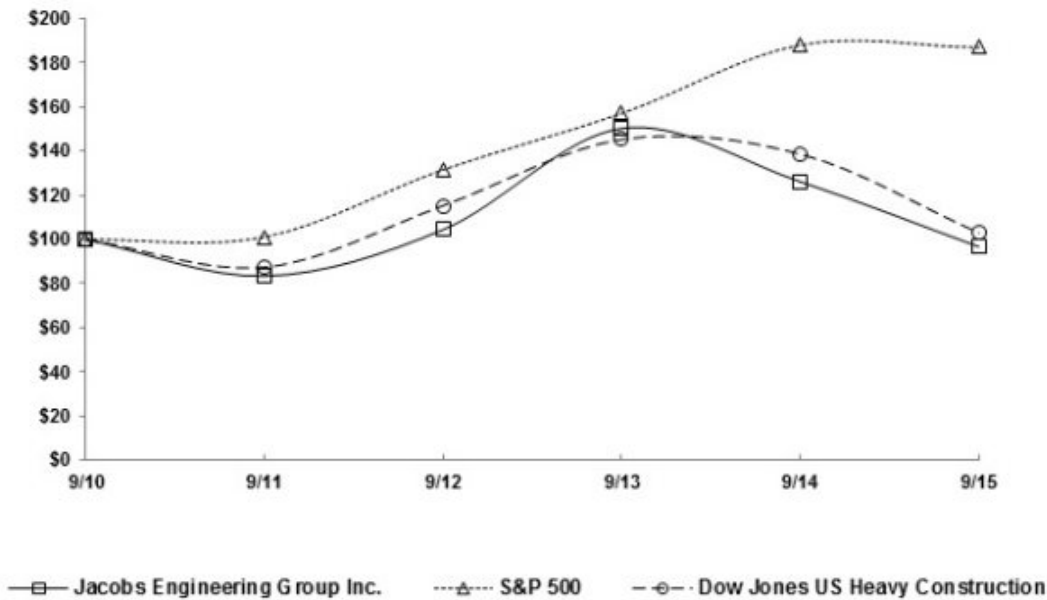
The issuance of our common stock in the acquisition was exempt from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), pursuant to Rule 506 thereof. The offer and sale of the shares of our common stock: (i) was made as part of a transaction that did not involve more than 35 purchasers, (as defined in Rule 501(e) under the Securities Act) who were either accredited investors or had such knowledge and experience in financial and business matters that such purchaser was capable of evaluating the merits and risks of acquiring shares of our common stock, and (ii) did not involve any general solicitation or general advertising.

**Performance Graph**

The following graph and table shows the changes over the past five-year period in the value of \$100 invested at the end of fiscal 2010 in (1) the common stock of Jacobs Engineering Group Inc., (2) the Standard & Poor's 500 Index, and (3) the Dow Jones Heavy Construction Group Index. The values of each investment are based on share price appreciation, with reinvestment of all dividends, provided any were paid. The investments are assumed to have occurred at the beginning of the period presented. The stock performance included in this graph is not necessarily indicative of future stock price performance.

**COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN\***

Among Jacobs Engineering Group Inc., the S&P 500 Index and the Dow Jones US Heavy Construction Index



\*\$100 invested on 9/30/10 in stock or index, including reinvestment of dividends. Fiscal year ending September 30.

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	2010	2011	2012	2013	2014	2015
<b>Jacobs Engineering Group Inc.</b>	100.00	83.44	104.47	150.34	126.15	96.72
<b>S&amp;P 500</b>	100.00	101.14	131.69	157.17	188.18	187.02
<b>Dow Jones US Heavy Construction</b>	100.00	87.48	115.38	145.34	138.73	103.03

Note: The above information was provided by Research Data Group, Inc.

**Item 6. SELECTED FINANCIAL DATA**

The following table presents selected financial data for each of the last five fiscal years. This selected financial data should be read in conjunction with the Consolidated Financial Statements and related notes beginning on page F-1 of this Annual Report on Form 10-K. Dollar amounts are presented in thousands, except for per share information:

	2015 (a)	2014 (b)	2013	2012 (c)	2011
<b>Results of Operations:</b>					
Revenues	\$ 12,114,832	\$ 12,695,157	\$ 11,818,376	\$ 10,893,778	\$ 10,381,664
Net earnings attributable to Jacobs	302,971	328,108	423,093	378,954	331,029
<b>Financial Position:</b>					
Current ratio	1.66 to 1	1.66 to 1	2.14 to 1	2.07 to 1	1.47 to 1
Working capital	\$ 1,301,810	\$ 1,542,225	\$ 2,151,939	\$ 1,865,025	\$ 1,011,565
Current assets	3,282,976	3,892,071	4,039,558	3,612,077	3,180,091
Total assets	7,785,926	8,453,659	7,274,144	6,839,433	6,199,226
Cash	460,859	732,647	1,256,405	1,032,457	905,633
Long-term debt	584,434	764,075	415,086	528,260	2,042
Total Jacobs stockholders' equity	4,291,745	4,469,255	4,213,097	3,722,473	3,312,988
Return on average equity	6.92%	7.56%	10.66%	10.77%	10.73%
<b>Backlog:</b>					
Technical professional services	\$ 11,692,404	\$ 12,607,029	\$ 11,118,400	\$ 10,266,500	\$ 9,100,100
Field services	7,114,166	5,773,005	6,099,500	5,643,200	5,189,700
Total	\$ 18,806,570	\$ 18,380,034	\$ 17,217,900	\$ 15,909,700	\$ 14,289,800
<b>Per Share Information:</b>					
Basic earnings per share	\$ 2.42	\$ 2.51	\$ 3.27	\$ 2.97	\$ 2.63
Diluted earnings per share	2.40	\$ 2.48	\$ 3.23	2.94	2.60
Stockholders' equity	34.85	33.92	32.00	28.65	25.93
<b>Average Number of Shares of Common Stock and Common Stock Equivalents Outstanding (Diluted)</b>					
	126,110	132,371	130,945	128,692	127,235
<b>Common Shares Outstanding at Year End</b>					
	123,153	131,753	131,639	129,936	127,785

- (a) Includes costs of \$107.9 million or \$0.86 per diluted share, related to the Company's restructuring initiatives in the second, third and fourth quarters of fiscal 2015.
- (b) Includes costs of \$109.2 million or \$0.82 per diluted share, related to the Company's restructuring initiatives in the third and fourth quarter of fiscal 2014.
- (c) Includes a one-time, after-tax gain of \$4.0 million, or \$0.03 per diluted share, related to the sale of the Company's intellectual property for iron ore pelletizing and certain other related assets.

**Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

**Critical Accounting Policies**

In order to understand better the changes that occur to key elements of our financial condition, results of operations, and cash flows, a reader of this Management's Discussion and Analysis ("MD&A") should be aware of the critical accounting policies we apply in preparing our consolidated financial statements.

The consolidated financial statements contained in this report were prepared in accordance with U.S. GAAP. The preparation of our consolidated financial statements and the financial statements of any business performing long-term engineering and construction-type contracts requires management to make certain estimates and judgments that affect both the entity's results of operations and the carrying values of its assets and liabilities. Although our significant accounting policies are described in Note 2 – *Significant Accounting Policies* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K, the following discussion is intended to highlight and describe those accounting policies that are especially critical to the preparation of our consolidated financial statements.

*Revenue Accounting for Contracts and Use of Joint Ventures* —In general, we recognize revenues at the time we provide services. Depending on the commercial terms of the contract, we recognize revenues either when costs are incurred, or using the percentage-of-completion method of accounting by relating contract costs incurred to date to the total estimated costs at completion. This method of revenue recognition requires us to prepare estimates of costs to complete contracts in progress as of the balance sheet dates. In making such estimates, judgments are required to evaluate the possible effects of variances in schedule; the costs of materials and labor; productivity; and the impact of change orders, claims, contract disputes, and achievement of contractual performance standards. Many of our engineering and construction contracts provide for reimbursement of costs plus a fixed or percentage fee. For contracts containing incentive fee arrangements, fees are frequently based on achievement of target completion dates, target costs, and/or other performance criteria. Failure to meet these targets or increases in contract costs can result in unrealized incentive fees or non-recoverable costs, which could exceed revenues recognized from the project.

We provide for contract losses in their entirety in the period they become known without regard to the percentage of completion. For multiple contracts with a single customer we account for each contract separately.

The nature of our business sometimes results in clients, subcontractors or vendors presenting claims to us for recovery of costs they incurred in excess of what they expected to incur, or for which they believe they are not contractually responsible. In those situations where a claim against us may result in additional costs to the contract, we include in the total estimated costs of the contract (and therefore, the estimated amount of margin to be earned under the contract) an estimate, based on all relevant facts and circumstances available, of the additional costs to be incurred. Similarly, and in the normal course of business, we may present claims to our clients for costs we have incurred for which we believe we are not contractually responsible. In those situations where we have presented such claims to our clients, we include in revenues the amount of costs incurred, without profit, to the extent it is probable that the claims will result in additional contract revenue, and the amount of such additional revenue can be reliably estimated. Costs associated with unapproved change orders are included in revenues using substantially the same criteria used for claims.

Certain cost-reimbursable contracts with government customers as well as many commercial clients provide that contract costs are subject to audit and adjustment. In this situation, revenues are recorded at the time services are performed based upon the amounts we expect to realize upon completion of the contracts. In those situations where an audit indicates that we may have billed a client for costs that are not allowable under the terms of the contract, we estimate the amount of such nonbillable costs and adjust our revenues accordingly.

As is common to the industry, we execute certain contracts jointly with third parties through various forms of joint ventures and consortiums. Although the joint ventures own and hold the contracts with the clients, the services required by the contracts are typically performed by us and our joint venture partners, or by other subcontractors under subcontracting agreements with the joint ventures. The assets of our joint ventures, therefore, consist almost entirely of cash and receivables (representing amounts due from clients), and the liabilities of our joint ventures consist almost entirely of amounts due to the joint venture partners (for services provided by the partners to the joint ventures under their individual subcontracts) and other subcontractors. In general, at any given time, the equity of our joint ventures represents the undistributed profits earned on contracts the joint ventures hold with clients. Very few of our joint ventures have employees. None of our joint ventures have

third-party debt or credit facilities. Our joint ventures, therefore, are simply mechanisms used to deliver engineering and construction services to clients. Rarely do they, in and of themselves, present any risk of loss to us or to our partners separate from those that we would carry if we were performing the contract on our own. Under U.S. GAAP, our share of losses associated with the contracts held by the joint ventures, if and when they occur, has always been reflected in our Consolidated Financial Statements.

In evaluating the Company's joint ventures (also referred to as "variable interest entities", or "VIEs") for accounting and consolidation purposes, we perform a qualitative analysis to determine whether or not the Company has a "controlling financial interest" in the VIE. The Company is deemed to have a controlling financial interest in a VIE if it has (i) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance; and (ii) the right to receive benefits, or obligation to absorb losses, that could potentially be significant to the VIE. In making our qualitative analysis, the Company assesses each VIE to determine those activities that most significantly impact the VIE's economic performance and whether the Company, another entity, or multiple entities have the power to direct those activities.

If we determine that we have the power to direct those activities of the VIE that most significantly impact its financial performance and have the right or obligation to receive benefits or absorb losses that could potentially be significant to the VIE, then we are the primary beneficiary of the VIE and we consolidate the VIE. If we determine that we do not have the power to direct the most significant activities of the VIE or power is shared by two or more unrelated parties, then we are not the primary beneficiary and we do not consolidate the VIE.

For the Company's unconsolidated joint ventures, we use either the equity method of accounting or proportional consolidation. The Company does not currently participate in any significant VIEs in which it has a controlling financial interest. There were no changes in facts and circumstances in the period that caused the Company to reassess the method of accounting for its VIEs.

*Accounting for Stock Issued to Employees and Others* — We measure the cost of employee services received in exchange for an award of equity instruments based on the estimated grant-date fair value of the award. We estimate the fair value of stock options granted to employees and directors using the Black-Scholes option-pricing model. Like all option-pricing models, the Black-Scholes model requires the use of highly subjective assumptions including (i) the expected volatility of the market price of the underlying stock, and (ii) the expected term of the award, among others. Accordingly, changes in assumptions and any subsequent adjustments to those assumptions can cause drastically different fair values to be assigned to our stock option awards. For restricted stock units containing service and performance conditions with measures external to the Company, compensation expense is based on the fair value of such units determined using Monte Carlo Simulations. Due to the uncertainties inherent in the use of assumptions and the results of applying Monte Carlo Simulations, the amount of expense recorded in the accompanying consolidated financial statements may not be representative of the effects on our future consolidated financial statements because equity awards tend to vest over several years and additional equity awards may be made in the future.

*Accounting for Pension Plans* — The accounting for pension plans requires the use of assumptions and estimates in order to calculate periodic pension cost and the value of the plans' assets and liabilities. These assumptions include discount rates, investment returns, and projected salary increases, among others. The actuarial assumptions used in determining the funded statuses of the plans are provided in Note 6 – *Pension Plans* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K.

The expected rates of return on plan assets for fiscal 2016 range from 3.5% to 8.5% compared to 4.5% to 8.5% for the prior year. We believe the range of rates selected for fiscal 2016 reflects the long-term returns expected on the plans' assets, considering recent market conditions, projected rates of inflation, the diversification of the plans' assets, and the expected real rates of market returns. The discount rates used to compute plan liabilities were changed from a range of 1.8% to 8.8% in fiscal 2014 to a range of 1.6% to 7.8% in fiscal 2015. These assumptions represent the Company's best estimate of the rates at which its pension obligations could be effectively settled.

Changes in the actuarial assumptions often have a material effect on the values assigned to plan assets and liabilities, and the associated pension expense. For example, if the discount rate used to value the net pension benefit obligation ("PBO") at October 2, 2015, was higher (lower) by 0.5%, the PBO would have been lower (higher) at that date by approximately \$102.1 million for non-U.S. plans, and by approximately \$25.8 million for U.S. plans. If the expected return on plan assets was higher (lower) by 1.0%, the net periodic pension cost for fiscal 2016 would be lower (higher) by approximately \$9.0 million for non-U.S. plans, and by approximately \$3.6 million for U.S. plans. Differences between actuarial assumptions and actual performance (i.e., actuarial gains and losses) that are not recognized as a component of net periodic pension cost in the period in which such differences



arise are recorded to accumulated other comprehensive income (loss) and are recognized as part of net periodic pension cost in future periods in accordance with U.S. GAAP. Management monitors trends in the marketplace within which our pension plans operate in an effort to assure the fairness of the actuarial assumptions used.

*Contractual Guarantees, Litigation, Investigations, and Insurance* — In the normal course of business, we are subject to certain contractual guarantees and litigation. The guarantees to which we are a party generally relate to project schedules and plant performance. Most of the litigation in which we are involved has us as a defendant in workers' compensation; personal injury; environmental; employment/labor; professional liability; and other similar lawsuits. We maintain insurance coverage for various aspects of our business and operations. We have elected, however, to retain a portion of losses that occur through the use of various deductibles, limits, and retentions under our insurance programs. This situation may subject us to some future liability for which we are only partially insured, or completely uninsured, and we intend to mitigate any such future liability by continuing to exercise prudent business judgment in negotiating the terms and conditions of our contracts.

In accordance with U.S. GAAP, we record in our Consolidated Balance Sheets amounts representing our estimated liability relating to such guarantees, litigation, and insurance claims. We include any adjustments to such liabilities in our consolidated results of operations.

In addition, as a contractor providing services to the U.S. federal government and several of its agencies, we are subject to many levels of audits, investigations, and claims by, or on behalf of, the U.S. federal government with respect to contract performance, pricing, costs, cost allocations, and procurement practices. We adjust revenues based upon the amounts we expect to realize considering the effects of any client audits or governmental investigations.

*Testing Goodwill for Possible Impairment* — The goodwill carried on our Consolidated Balance Sheets is tested annually for possible impairment. In performing the annual impairment test, we evaluate our goodwill at the reporting unit level. For fiscal 2015 and consistent with prior years, we determined that we have two reporting units, which are based on geography. We refer to these reporting units internally as "Europe" and "Non-Europe". Each of our reporting units conducts the business activities described elsewhere in this 2015 Form 10-K, which includes providing professional technical services such as design, engineering, and architectural services; construction and/or construction management services; and operations and maintenance services.

Our geography-based reporting units reflect the Company's organizational structure, which is based predominately on geography, as well as our acquisition strategy, which favors acquisition targets that, among other things, provide access to new geographic areas. Our reporting units represent rational groupings into which substantially all of our major acquisitions (which are responsible for the goodwill appearing in our Consolidated Balance Sheets) have been assimilated, and where all of the operations under each reporting unit share in the benefits of the goodwill created by our acquisitions.

During the first quarter of fiscal 2016, we announced a reorganization of our operations around four global lines of business. This reorganization is intended to better serve our global clients, leverage our workforce, help streamline operations, and provide enhanced growth opportunities. The four global lines of business are: Petroleum & Chemicals, Buildings & Infrastructure, Aerospace & Technology, and Industrial. Each business unit has a president that reports directly to the Company's President & CEO. As part of the reorganization, certain support functions (i.e. Sales), which have been managed centrally for many years, will be embedded in the new business units and will report to the respective line of business presidents. The costs of other support functions (e.g., accounting, legal, human resources, and information technology) and certain other activities (e.g., global insurance) will either be assigned or allocated to each new business unit using a rationale method of assignment / allocation, or will remain an element of corporate general and administrative expenses. In addition, the Company has significantly modified its major cash incentive plan utilizing forecasted performance metrics aligned along the new lines of business. We are in the process of modifying our systems and work processes to report the results of these business units accurately and timely. We are also developing processes for accurately eliminating inter-unit revenue and profit. We expect to complete our system and other process changes so that we may accurately report operating results by line of business to the Company's President & CEO no later than the second quarter of fiscal 2016.

U.S. GAAP does not prescribe a specific valuation method for estimating the fair value of reporting units. The valuation technique used to estimate the fair value of the reporting units requires the use of significant estimates and assumptions, including revenue growth rates, operating margins, discount rates and future market conditions, among others.

For fiscal years 2014 through 2015, we used both an income approach and a market approach to test our goodwill for possible impairment. Such approaches require us to make estimates and judgments. Under the income approach, fair value is

determined by using the discounted cash flows of our reporting units. Under the market approach, the fair value of our reporting units is determined by reference to guideline companies that are reasonably comparable to our reporting units; the fair values are estimated based on the valuation multiples of the invested capital associated with the guideline companies. In assessing whether there is an indication that the carrying value of goodwill has been impaired, we utilize the results of both valuation techniques and consider the range of fair values indicated. The fair values for each reporting unit exceeded the respective book values by over 20% to 40% . The key assumptions used to determine the fair value of our reporting units in our testing were:

#### Income Approach

With respect to the income approach, we utilized internal financial projections through fiscal 2018 (for the fiscal 2014 impairment analysis) and fiscal 2019 (for the fiscal 2015 impairment analysis). We assumed a weighted average cost of capital of 11.00% (for the fiscal 2014 impairment analysis) and 11.25% (for the fiscal 2015 impairment analysis). We also assumed a residual period growth rate of 3.00% (for both the fiscal 2014 and fiscal 2015 impairment analyses).

#### Market Approach

With respect to the market approach, for guideline publicly traded companies reasonably comparable to the Company's reporting units, the Company used multiples ranging from 5.9 to 7.6 of EBITDA (earnings before interest, taxes, depreciation, and amortization) and 7.6 to 10.0 of EBIT (earnings before interest and taxes), for the fiscal year 2014 test applied to the projected fiscal year 2014 to 2016 financial results for each of our reporting units. The Company used multiples ranging from 6.3 to 6.4 of EBITDA and 7.4 to 7.5 of EBIT, for the fiscal year 2015 test applied to the projected fiscal year 2015 to 2017 financial results for each of our reporting units.

It is possible that changes in market conditions, economy, facts and circumstances, judgments, and assumptions used in estimating the fair value could change, resulting in possible impairment of goodwill in the future. The fair values resulting from the valuation techniques used are not necessarily representative of the values we might obtain in a sale of the reporting units to willing third parties.

The Company performs the annual goodwill impairment test for the reporting units at the end of the third quarter of our fiscal year. The Company will test goodwill for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. We have determined that the fair value of our reporting units substantially exceeded their respective carrying values for fiscal years 2015 , 2014 , and 2013 .

Based on the most recent results of our annual impairment tests, there were no indications of impairment of the goodwill shown in our Consolidated Balance Sheets at either October 2, 2015 , or September 26, 2014 . Furthermore, the Company performed an interim impairment assessment at October 2, 2015 , and concluded that it was not more likely than not that the fair value of either reporting unit had been reduced to an amount below its carrying amount.

**Fiscal 2015 — Overview**Fiscal Year

The Company's fiscal year ends on the Friday closest to September 30 (determined on the basis of the number of workdays) and, accordingly, an additional week of activity is added every five -to- six years. Fiscal 2015 results of operations includes an additional week of operations as compared to fiscal 2014 and fiscal 2013, which was not material to the Company's fiscal 2015 consolidated results of operations.

The 2015 Restructuring

During the second quarter of fiscal 2015, the Company commenced a series of initiatives intended to improve operational efficiency, reduce costs, and better position itself to drive growth of the business in the future (the "2015 Restructuring"). Actions related to the 2015 Restructuring completed during the fiscal year include involuntary terminations, the abandonment of certain leased offices, combining operational organizations, and the co-location of employees into other existing offices. We are not exiting any service types or client end-markets. The Company's consolidated results of operations for fiscal 2015 include a \$157.2 million pre-tax impact relating to costs associated with the 2015 Restructuring. The costs of the 2015 Restructuring are almost entirely included in selling, general, and administrative expense in the accompanying Consolidated Statements of Earnings. The Company expects to largely complete the 2015 Restructuring by the end of the first quarter of fiscal 2016. The following table summarizes the effects of the 2015 Restructuring on the Company's consolidated results of operations for fiscal 2015 (in thousands, except for earnings per share):

	Year Ended		
	U.S. GAAP	October 2, 2015	
		Effects of 2015 Restructuring	Without 2015 Restructuring
Consolidated pre-tax earnings (loss)	\$ 430,137	\$ (157,192)	\$ 587,329
Tax (expense) benefit	(101,255)	49,278	(150,533)
Net earnings of the Group	328,882	(107,914)	436,796
Non-controlling interests	(25,911)	—	(25,911)
Net earnings of Jacobs	\$ 302,971	\$ (107,914)	\$ 410,885
Diluted earnings (loss) per share	\$ 2.40	\$ (0.86)	\$ 3.26

The 2015 Inter-company Debt Refinancing

During the third quarter of fiscal 2015, the Company completed the refinancing of certain international inter-company debt (the "2015 Inter-company Debt Refinancing"). The 2015 Inter-company Debt Refinancing resulted in a one-time tax benefit of \$23.1 million, or \$0.18 per share.

The 2014 Restructuring and Other Unusual Events Affecting Fiscal 2014

During the third quarter of fiscal 2014, the Company initiated the "2014 Restructuring". In recognition of the slowdown in several of the Company's clients' end markets, the Company implemented a series of initiatives which, much like the 2015 Restructuring, were intended to improve operational efficiency and reduce costs, and also to accelerate the integration of SKM.

In addition to the 2014 Restructuring and the acquisition of SKM, the Company's consolidated results of operations for fiscal 2014 were affected by the following discrete events:

- \$6.8 million, or \$0.05 per diluted share, increase to net earnings due to the favorable resolution of an international tax matter in the first quarter of fiscal 2014; as a result of these events, approximately \$4.1 million of accrued interest expense was reversed;
- \$6.4 million, or \$0.05 per diluted share, increase to net earnings related to a gain on the sale of certain intellectual property in the second quarter of fiscal 2014;

- \$22.7 million, or \$0.18 per diluted share, decrease to net earnings relating to certain specific operational events at SKM and SKM transaction-related costs and expenses incurred during the first half of the fiscal year; and
- \$22.3 million, or \$0.16 per diluted share, decrease to net earnings due to lower margins associated with certain projects in Europe combined with unusual weather effects in the second quarter of fiscal 2014 .

As used herein, the term " 2014 Events" refers to the combined effects of both the 2014 Restructuring and the unusual events described above. Within this MD&A, the Company may disclose and discuss its results of operations before the effects of the 2015 Restructuring, the 2014 Events and/or certain other transactions and events described herein. Although such information is non-GAAP in nature, it is presented because management believes it provides a better view of the Company's operating results to investors to assess the Company's performance and operating trends. As used herein, the terms "adjusted earnings" and "adjusted net earnings" refer to the Company's GAAP earnings as adjusted to eliminate the effects of the 2014 Events (when used in reference to fiscal 2014 results of operations) and the 2015 Restructuring (when used in reference to fiscal 2015 results of operations).

**2015 Overview**

The Company's GAAP net earnings for fiscal 2015 decreased by \$25.1 million , or 7.6% , compared to fiscal 2014 . Included in net earnings for fiscal 2015 is the 2015 Inter-company Debt Refinancing. Included in our fiscal year 2015 results was a \$12.1 million negative impact related to the strengthening U.S. Dollar. Excluding the effects of the 2015 Restructuring and the 2014 Restructuring, the Company's adjusted net earnings for fiscal 2015 decreased by \$26.4 million , or 6.0% , compared to the prior year.

The effects of lower prices of crude oil and certain commodities, including copper and iron ore, continue to present headwinds for clients operating in the Refining-Downstream, Oil & Gas-Upstream, and Mining and Minerals industries and markets. Our Infrastructure and National Government Programs groups continue to perform well. Actions taken pursuant to the 2015 Restructuring have begun to lower the Company's overall cost structure, which is helping to offset the negative pressures we are experiencing in certain of our markets.

The Company's results for fiscal 2015 when compared to the prior year were positively impacted by (i) the SKM acquisition, which is included for all of fiscal 2015 compared to only approximately 9-1/2 months in fiscal 2014 and, to a lesser degree, (ii) the other acquisitions completed during fiscal 2014 (described below). Also influencing the comparability of the Company's fiscal 2015 results of operations to fiscal 2014 were the 2015 Restructuring and the 2014 Events.

The following table summarizes the effects of the 2014 Events on the Company's consolidated results of operations for fiscal 2014 (in thousands, except for earnings per share):

	Year Ended		
	September 26, 2014		
	U.S. GAAP	Effects of 2014 Events	Without 2014 Events
Consolidated pre-tax earnings (loss)	\$ 542,166	\$ (141,541)	\$ 683,707
Tax (expense) benefit	(190,054)	32,359	(222,413)
Net earnings of the Group	352,112	(109,182)	461,294
Non-controlling interests	(24,004)	—	(24,004)
Net earnings of Jacobs	\$ 328,108	\$ (109,182)	\$ 437,290
Diluted earnings (loss) per share	\$ 2.48	\$ (0.82)	\$ 3.30

Backlog at October 2, 2015 was \$18.8 billion , and represents an increase of 2.3% over backlog at September 26, 2014 . Backlog remains near record levels despite the negative effects on backlog stemming from foreign exchange. New prospects and new sales remain strong and the Company continues to have a positive outlook for many of the industry groups and markets in which our clients operate.

During fiscal 2015, the Company repurchased and retired 9.7 million shares of its common stock under its share repurchase program. Total cash spent for the shares repurchased during fiscal 2015 was \$422.3 million. As of October 2, 2015, the Company exhausted the \$500 million approved by the Board of Directors on August 19, 2014. On July 23, 2015, the Board of Directors approved a program to purchase an additional \$500 million of the Company's common stock over the next three years.

#### **Business Combinations Completed During Fiscal 2014**

In December 2013, the Company acquired all of the outstanding equity interests in SKM. The acquisition of SKM is described in more detail under Notes to Consolidated Financial Statements, below, as well as on page 7 and beginning on page F-11 of our Annual Report on Form 10-K.

We also completed a number of other acquisitions during fiscal 2014 including Federal Network Systems LLC ("FNS", formerly a subsidiary of Verizon); Eagleton Engineering, LLC; FMHC Corporation; Stobbarts (Nuclear) Limited; Trompeter Enterprises; and MARMAC Field Services, Inc. The results of operations of these other acquisitions were not material, individually or in the aggregate, to the Company's consolidated results of operations for fiscal 2014. During fiscal 2014, we also acquired an additional 15% interest in Jacobs, Zamel and Turbag Consulting Engineers Company ("ZATE"). This transaction brought the Company's ownership in ZATE to 75%.

Consistent with other business combinations we have completed in the past, we began integrating SKM and the other businesses we acquired last year into our existing operations almost immediately after each business was acquired. Accordingly, it is not practicable to provide complete financial information for fiscal 2015 on a stand-alone basis for any of the businesses we acquired last year.

#### **Results of Operations**

##### *General*

Our business focuses exclusively on providing technical professional services and field services to a large number of industrial, commercial, and governmental clients around the world. The services we provide generally fall into four broad categories:

- Project Services (including engineering, design, architecture, interiors, planning, environmental, and similar services);
- Process, Scientific, and Systems Consulting Services (including services performed in connection with scientific testing, analysis, and consulting activities, as well as information technology and systems engineering and integration activities);
- Construction Services (encompassing traditional field construction services as well as modular construction consulting services, direct hire construction, and construction management services); and
- Operations and Maintenance Services (including services performed in connection with operating large, complex facilities on behalf of clients, as well as services involving process plant and facilities maintenance).

The scope of services we can provide our clients, therefore, ranges from consulting and conceptual design services (which are often required by clients in the very early stages of a project) to complete single-responsibility, design-build contracts, to services required in the post start-up phases of a project such as O&M services.

The following table sets forth our revenues by type of service for each of the last three fiscal years (in thousands):

	2015	2014	2013
<b>Technical Professional Services revenues:</b>			
Project Services	\$ 6,307,015	\$ 6,576,004	\$ 5,977,917
Process, Scientific, and Systems Consulting	1,188,418	758,957	705,694
Total Technical Professional Services revenues	7,495,433	7,334,961	6,683,611
<b>Field Services revenues:</b>			
Construction	3,291,823	4,138,729	3,825,878
Operations and Maintenance ("O&M")	1,327,576	1,221,467	1,308,887
Total Field Services revenues	4,619,399	5,360,196	5,134,765
	<u>\$ 12,114,832</u>	<u>\$ 12,695,157</u>	<u>\$ 11,818,376</u>

Project Services revenues for the year ended October 2, 2015 decreased \$269.0 million , or 4.1% , from the corresponding period last year. The decrease in Project Services revenues was due primarily to the lower business volumes in the Refining - Downstream and Chemicals and Polymers markets, particularly in North American and U.K., driven principally by the decline in oil and other commodity prices, combined with the effects of the strengthening U.S. dollar.

Process, Scientific, and Systems Consulting revenues for the year ended October 2, 2015 increased \$429.5 million , or 56.6% , from the corresponding period last year. The increase was due primarily to the FNS acquisition completed during the fourth quarter of fiscal 2014. The revenues in this service type relate to science, engineering, and technical support services provided primarily to the U.S. federal government clients and its various agencies.

Construction revenues for the year ended October 2, 2015 decreased \$846.9 million , or 20.5% , from the corresponding period last year. The decrease was primarily due to the winding down of a U.S. project in the Mining and Minerals market combined with lower business volume in the Refining - Downstream line of business.

Operations and Maintenance revenues for the year ended October 2, 2015 increased \$106.1 million , or 8.7% , from the corresponding period last year. The increase was primarily due to higher volume in the Chemicals and Polymers and Refining-Downstream markets, partially offset by a decline in National Government Programs.

We focus our services on clients operating in select industry groups and markets. We believe these industry groups and markets have sufficient common needs to permit cross-utilization of our resources. The following table sets forth our revenues by these industry groups and markets for each of the last three fiscal years (in thousands):

	2015	2014	2013
National Government Programs	\$ 2,643,696	\$ 2,282,116	\$ 2,284,533
Chemicals and Polymers	2,380,721	2,985,352	2,391,144
Refining – Downstream	1,955,726	2,239,343	2,337,387
Infrastructure	1,625,895	1,361,574	1,015,864
Oil & Gas – Upstream	919,222	863,344	915,478
Buildings	901,041	834,122	738,404
Industrial and Other	757,357	758,036	899,756
Pharmaceuticals and Biotechnology	474,245	452,662	523,490
Mining & Minerals	456,929	918,608	712,320
	<u>\$ 12,114,832</u>	<u>\$ 12,695,157</u>	<u>\$ 11,818,376</u>

Revenues decreased \$580.3 million , or 4.6% , from \$12.7 billion for fiscal 2014 to \$12.1 billion for fiscal 2015 . Revenues for fiscal year 2015 include a negative impact of \$561.0 million related to the strengthening U.S. Dollar.

Revenues from clients operating in the National Government Programs market increased \$361.6 million , or 15.8% , to \$2.6 billion from \$2.3 billion for the corresponding period last year. The increase was due primarily to the FNS acquisition completed during the fourth quarter of fiscal 2014.

Revenues from projects for clients operating in the Chemicals and Polymers industries decreased \$604.6 million , or 20.3% , to \$2.4 billion from \$3.0 billion for the corresponding period last year. The decrease in revenues was due primarily to the normal winding-down and completion of certain projects in the U.S, the U.K, and Europe. Although we continue to receive new awards for FEED (front-end engineering design) and pre-FEED services, larger integrated oil companies continue to re-evaluate their investment opportunities considering current oil prices. We have long-term relationships with numerous chemical companies around the world, and we believe this industry group will provide growth opportunities in the long-term. The acquisition of SKM strengthened our capabilities for customers operating in this market as evidenced by a significant professional services contract we were awarded for what will be the largest chlorine dioxide plant in the world, located in Asia.

Revenues from clients operating in the Refining - Downstream market decreased \$283.6 million , or 12.7% , to \$2.0 billion from \$2.2 billion for the corresponding period last year. The decrease occurred within our operations in Canada, Europe, and the U.K.

Revenues from clients operating in the Infrastructure market increased \$264.3 million , or 19.4% , from \$1.4 billion for fiscal 2014 to \$1.6 billion for fiscal 2015 . The increase was due primarily to increased activity in the U.K., the U.S., and Australia. We believe market conditions may continue to improve within this industry group, particularly for transportation, water, and certain other projects around the globe (although there is higher uncertainty in U.S. federal funding for certain highway projects). One example is the Asset Management Programme (AMP6) cycle in the U.K., where we provide a full range of professional services, including regulatory strategic consultancy, engineering, project support and asset maintenance.

Revenues on projects for clients operating in the Oil & Gas-Upstream market increased \$55.9 million , or 6.5% , to \$919.2 million from \$863.3 million for the corresponding period last year. The increase was due primarily to higher business volume in the U.S. and the Middle East, partially offset by a decrease in Canada. The Company believes that the recent decline in crude oil prices has dampened our client's near-term capital spending plans. As a result, we expect certain clients to begin deploying more of their capital budgets to sustaining capital-type programs (small-cap projects and maintenance-driven work), an area where the Company is strong.

Revenues from clients operating in the Buildings market increased \$66.9 million , or 8.0% , from \$834.1 million for fiscal 2014 to \$ 901.0 million for fiscal 2015 . We saw growth globally with health care, higher education, mission critical, and certain other technically complex buildings and facilities supported by the acquisition of SKM. We view the Buildings market as improving as our business in this industry group continues to shift towards projects for clients in the private sector.

Revenues from clients operating in the Mining and Minerals markets decreased \$461.7 million , or 50.3% , from \$918.6 million for fiscal 2014 to \$456.9 million for fiscal 2015 . The decrease was due to the winding down of several projects in North and South America and Australia without significant new work being added. Globally, continuing pressure on commodity prices have caused our clients in these industries to behave more conservatively when it comes to new spend. It is possible that this situation may continue for the foreseeable future. Accordingly, the Company is refocusing and reallocating its resources onto brownfield and sustaining capital-type projects. Longer-term, we believe we are well positioned to realize incremental business when the current pricing environment improves.

Direct costs of contracts decreased \$474.9 million , or 4.5% , from \$10.62 billion during fiscal 2014 to \$10.15 billion during fiscal 2015 . Direct costs of contracts include all costs incurred in connection with and directly for the benefit of client contracts, including depreciation and amortization relating to assets used in connection with providing the services required by client projects. The level of direct costs of contracts may fluctuate between reporting periods due to a variety of factors including the amount of pass-through costs we incur during a period. On those projects where we are responsible for subcontract labor or third-party materials and equipment, we reflect the amounts of such items in both revenues and costs (and we refer to such costs as "pass-through costs"). On other projects, where the client elects to pay for such items directly and we have no associated responsibility for such items, these amounts are not considered pass-through costs and are, therefore, not reflected in either revenues or costs. To the extent that we incur a significant amount of pass-through costs in a period, our direct cost of contracts are likely to increase as well.

Pass-through costs decreased \$352.2 million , or 11.9% , from \$2.95 billion during fiscal 2014 to \$2.60 billion for fiscal 2015 . In general, pass-through costs are more significant on projects that have a higher content of field services activities. Pass-

through costs are generally incurred at a specific point in the lifecycle of a project and are highly dependent on the needs of our individual clients and the nature of the clients' projects. However, because we have hundreds of projects which start at various times within a fiscal year, the effect of pass-through costs on the level of direct costs of contracts can vary between fiscal years without there being a fundamental or significant change to the underlying business.

As a percentage of revenues, direct costs of contracts were 83.8% for fiscal 2015, compared to 83.7% for fiscal 2014. The relationship between direct costs of contracts and revenues will fluctuate between reporting periods depending on a variety of factors including the mix of business during the reporting periods being compared as well as the level of margins earned from the various types of services provided. Generally speaking, the more procurement we do on behalf of our clients (i.e., where we purchase equipment and materials for use on projects, and/or procure subcontracts in connection with projects) and the more field services revenues we have relative to technical, professional services revenues, the higher the ratio will be of direct costs of contracts to revenues. Because revenues from pass-through costs typically have lower margin rates associated with them, it is not unusual for us to experience an increase or decrease in such revenues without experiencing a corresponding increase or decrease in our gross margins and operating profit. The ratio of direct costs of contracts to revenues was flat over the prior year period.

Selling, general, and administrative ("SG&A") expenses for fiscal 2015 decreased by \$22.9 million, or 1.5%, to \$1.52 billion, compared to \$1.55 billion for fiscal 2014. The decrease in SG&A expenses was primarily due to lower costs stemming from the 2014 Events, which were partially offset by increased costs related to the 2015 Restructuring. Excluding the effects of the 2015 Restructuring and the 2014 Events, adjusted SG&A expenses for fiscal 2015 decreased \$67.4 million, or 4.7%, to \$1.37 billion from \$1.44 billion for the corresponding period last year.

Net interest expense for fiscal 2015 increased \$10.5 million to \$12.2 million from \$1.7 million in fiscal 2014. Included in net interest expense for fiscal 2014 was the reversal of \$4.1 million of accrued interest expense recorded in connection with income tax liabilities relating to certain contested international tax matters which were favorably resolved during the first quarter of fiscal 2014. Adjusting for this reversal of expense, net interest expense for fiscal 2014 was \$5.9 million.

The Company's effective income tax rate for fiscal 2015 declined to 23.5% from 35.1% in fiscal 2014. The decrease was primarily the result of the \$23.1 million, or \$0.18 per share, tax benefit related to the 2015 Inter-company Debt Refinancing discussed earlier. Also contributing to the decrease in the tax rate when compared to prior year were the benefits realized by other, individually insignificant discrete and non-discrete items realized in the third and fourth quarters of fiscal 2015.

#### *Fiscal 2014 Compared to Fiscal 2013*

The Company's net earnings decreased \$95.0 million, or 22.5%, from \$423.1 million for fiscal 2013 to \$328.1 million for fiscal 2014. In addition to the effects of the 2014 Restructuring and the acquisition of SKM, the Company's consolidated results of operations for fiscal 2014 were affected by the other 2014 events described above.

Revenues increased \$876.8 million, or 7.4%, from \$11.8 billion for fiscal 2013 to \$12.7 billion for fiscal 2014.

Revenues from clients operating in the Chemicals and Polymers industries increased \$594.2 million, or 24.9%, from \$2.4 billion for fiscal 2013 to \$3.0 billion for fiscal 2014. This increase occurred throughout many of the geographic locations in which we operate. We continued to receive new awards for FEED (front-end engineering design) and pre-FEED services.

Revenues from clients operating in the Infrastructure market increased \$345.7 million, or 34.0%, from \$1.0 billion for fiscal 2013 to \$1.4 billion for fiscal 2014. SKM contributed approximately 50.0% of the increase, with the U.K. and U.S. legacy operations contributing to the remainder of the increase.

Revenues from clients operating in the Buildings market increased \$95.7 million, or 13.0%, from \$738.4 million for fiscal 2013 to \$834.1 million for fiscal 2014. Although SKM was responsible for most of this increase, the Company saw growth in our U.S. and Middle East markets.

Revenues from clients operating in the Mining and Minerals markets increased \$206.3 million, or 29.0%, from \$712.3 million for fiscal 2013 to \$918.6 million for fiscal 2014. The increased revenues in 2014 was due primarily to SKM. Globally, our clients in these industries behaved relatively conservatively during fiscal 2014 when it came to new spend.



Revenues from clients operating in the Pharmaceutical and Biotechnology markets decreased \$70.8 million, or 13.5%, from \$523.5 million for fiscal 2013 to \$452.7 million for fiscal 2014. The decrease in revenues were due primarily to the normal wind-down and completion of projects, including work on several vaccine plants located in North America.

Revenues from clients operating in the Industrial and Other category decreased \$141.7 million, or 15.8%, from \$899.8 million for fiscal 2013 to \$758.0 million for fiscal 2014. The decrease in revenues was due primarily to decreased activity in the Pulp & Paper market in the U.S. and the High-Technology Manufacturing market in Ireland.

Direct costs of contracts increased \$645.3 million, or 6.5%, from \$9.98 billion during fiscal 2013 to \$10.62 billion during fiscal 2014. Pass-through costs increased \$330.0 million, or 12.6%, from \$2.62 billion during fiscal 2013 to \$2.95 billion for fiscal 2014.

As a percentage of revenues, direct costs of contracts were 83.7% for fiscal 2014, compared to 84.4% for fiscal 2013. The ratio of direct costs of contracts to revenues over the prior year period decreased, primarily as a result of higher margins in both professional technical services and field services activities and the acquisition of SKM.

SG&A expenses for fiscal 2014 increased by \$372.4 million, or 31.7%, to \$1.55 billion, compared to \$1.17 billion for fiscal 2013. The increase in SG&A expenses reflects the effects of the 2014 Restructuring discussed above as well as the results of operations of SKM. Also included in SG&A expenses for the current fiscal year are transaction-related expenses incurred in connection with the SKM acquisition of \$9.2 million. Also included in SG&A expenses for fiscal 2014 are due diligence and other transaction-related costs incurred in connection with other mergers and acquisition activity.

Net interest expense for fiscal 2014 decreased \$5.8 million to \$1.7 million from \$7.5 million in fiscal 2013. The decrease is related to the reassessment during fiscal 2014 of a tax matter involving one of our international subsidiaries which resulted in the reversal of \$8.1 million of accrued interest, offset in part by the net impacts of the SKM acquisition.

The Company's consolidated effective income tax rate was 35.1% for fiscal 2014, compared to 33.5% in fiscal 2013. Contributing to the increase as compared to the prior year was the effect of the 2014 Restructuring. Also contributing to the higher effective tax rate is the stamp duty paid in the first quarter of fiscal 2014 related to the SKM acquisition.

### **Contractual Obligations**

The following table sets forth certain information about our contractual obligations as of October 2, 2015 (in thousands):

	Total	Payments Due by Fiscal Period			
		1 Year or Less	1 - 3 Years	3 - 5 Years	More than 5 Years
Debt obligations	\$ 597,798	\$ 13,364	\$ —	\$ 584,434	\$ —
Operating leases (a)	933,250	152,744	255,860	185,803	338,843
Obligations under defined benefit pension plans (b)	416,725	45,930	97,445	105,397	167,953
Obligations under nonqualified deferred compensation plans (c)	136,378	16,023	33,994	36,767	49,594
Purchase obligations (d)	1,473,546	1,473,546	—	—	—
Interest (e)	25,525	7,685	14,764	3,076	—
<b>Total</b>	<b>\$ 3,583,222</b>	<b>\$ 1,709,292</b>	<b>\$ 402,063</b>	<b>\$ 915,477</b>	<b>\$ 556,390</b>

- (a) Assumes the Company will make the end of lease term residual value guarantee payment of \$62.4 million in 2025 with respect to the lease of an office building in Houston, Texas. Please refer to Note 10— *Commitments and Contingencies, and Derivative Financial Instruments* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K.
- (b) Assumes that future contributions will be consistent with amounts projected to be contributed in fiscal 2016, allowing for certain growth based on rates of inflation and salary increases, but limited to the amount recorded as of October 2, 2015. Actual contributions will depend on a variety of factors, including amounts required by local laws and regulations, and other funding requirements.

- (c) Assumes that future payments will be consistent with amounts paid in fiscal 2015 , allowing for certain growth. Due to the nonqualified nature of the plans, and the fact that benefits are based in part on years of service, the payments included in the schedule were limited to the amount recorded as of October 2, 2015 .
- (d) Represents those liabilities estimated to be under firm contractual commitments as of October 2, 2015 ; primarily accounts payable and accrued payroll.
- (e) Determined based on borrowings outstanding at the end of fiscal 2015 using the interest rates in effect at that time and, for our outstanding long term debt, concluding with the expiration date of the 2014 Facility, as defined below.

### **Backlog**

Backlog represents the total dollar amount of revenues we expect to record in the future as a result of performing work under contracts that have been awarded to us. We include in backlog the entire value of contracts at the time the contracts are awarded to us or when we have otherwise been authorized by the client to proceed with the services required by the contracts. With respect to O&M contracts, however, we include in backlog the amount of revenues we expect to receive for only one succeeding year, regardless of the remaining life of the contract. For national government programs (other than U.S. federal O&M contracts), our policy is to include in backlog the full contract award, whether funded or unfunded, excluding option periods. In accordance with industry practice, substantially all of our contracts are subject to cancellation or termination at the discretion of the client. In a situation where a client terminates a contract, we would ordinarily be entitled to receive payment for work performed up to the date of termination and, in certain instances, we may be entitled to allowable termination and cancellation costs. In addition, it is not unusual for clients to change the scope of services required by the contract over the life of the project. Accordingly, backlog can fluctuate from one reporting period to the next due to the timing of when new contracts are added to backlog and when the contract revenue is recognized in our consolidated financial statements. Many of our contracts require us to provide services that span over a number of fiscal quarters (and sometimes over fiscal years).

Please refer to Item 1A— *Risk Factors* , above, for a discussion of other factors that may cause backlog to ultimately convert into revenues at different amounts.

The following table summarizes our backlog for each of the last three fiscal years (in millions):

	<u>2015</u>	<u>2014</u>	<u>2013</u>
Technical professional services	\$ 11,692.4	\$ 12,607.0	\$ 11,118.4
Field services	7,114.2	5,773.0	6,099.5
Total	<u>\$ 18,806.6</u>	<u>\$ 18,380.0</u>	<u>\$ 17,217.9</u>

Our backlog at October 2, 2015 increased by \$0.4 billion , or 2.3% , to \$18.8 billion from \$18.4 billion at September 26, 2014 . The increase in backlog from September 26, 2014 to October 2, 2015 was due primarily to new awards from clients operating in the Chemicals and Pharmaceuticals industries, off-set in part by an approximate \$600 million reduction due to foreign exchange.

Backlog relating to work to be performed either directly or indirectly for the U.S. federal government and its agencies totaled approximately \$4.6 billion (or 24.6% of total backlog), \$4.4 billion (or 23.9% of total backlog), and \$3.9 billion (or 22.9% of total backlog) at October 2, 2015 , September 26, 2014 , and September 27, 2013 , respectively. Most of our federal contracts require that services be provided beyond one year. In general, these contracts must be funded annually (i.e., the amounts to be spent under the contract must be appropriated by the U.S. Congress to the procuring agency, and then the agency must allot these sums to the specific contracts).

We estimate that approximately 7.3 billion , or 38.6% , of total backlog at October 2, 2015 will be realized as revenues within the next fiscal year.

### **Effects of Inflation**

The effects of inflation on our business is discussed in Item 1A— *Risk Factors* , and is incorporated herein by reference.

### **Liquidity and Capital Resources**

At October 2, 2015 , our primary sources of liquidity consisted of \$460.9 million of cash and cash equivalents and \$1,013.1 million of available borrowing capacity under our \$1.60 billion revolving credit facility (the "2014 Facility").

Additional information regarding the 2014 Facility is set forth in Note 5 - *Borrowings* in Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K. We finance as much of our operations and growth as possible through cash generated by our operations.

During fiscal 2015, our cash and cash equivalents decreased by \$271.8 million from \$732.6 million at September 26, 2014 to \$460.9 million at October 2, 2015. This compares to a net decrease in cash and cash equivalents of \$523.8 million during the corresponding period last year. During fiscal 2015, we experienced net cash inflows of \$484.6 million from operating activities offset by outflows of \$553.3 million from financing activities, \$96.1 million from investing activities, and \$106.9 million from the effects of exchange rate changes.

Operations provided net cash of \$484.6 million during fiscal 2015. This compares to net cash inflows of \$721.7 million and \$448.5 million during fiscal 2014 and 2013, respectively. The \$237.1 million decrease in cash provided by operations in fiscal 2015 as compared to fiscal 2014 was due primarily to a \$264.6 million unfavorable change in the Company's working capital accounts and a \$23.2 million decrease in net earnings attributable to the Group partially offset by a \$31.2 million change related to the Company's defined benefit pension plans.

Because such a high percentage of our revenues are earned on cost-plus type contracts, and due to the significance of revenues relating to pass-through costs, most of the costs we incur are included in invoices we send to clients. Although we continually monitor our accounts receivable, we manage the operating cash flows of the Company by managing the working capital accounts in total, rather than by the individual elements. The primary elements of the Company's working capital accounts are accounts receivable, accounts payable, and billings in excess of cost. Accounts payable consists of obligations to third parties relating primarily to costs incurred for projects which are generally billable to clients. Accounts receivable consist of billings to our clients — a substantial portion of which is for project-related costs. Billings in excess of cost consist of billings to and payments from our clients for costs yet to be incurred.

This relationship between revenues and costs, and between receivables and payables is unique to our industry, and facilitates review of our liquidity at the total working capital level. The changes in cash flows relating to our working capital accounts were due simply to the timing of cash receipts and payments within our working capital accounts and is not indicative of any known trend or fundamental change to the underlying business. We still continue to experience delays in certain payments and have seen an increase in the length of payment terms with certain customers. We believe that this situation does not present a significant risk to the Company's cash flows. We believe the risk of not collecting substantially all of the Company's outstanding receivables is remote. Though the Company provides services in a number of countries outside the U.S., we believe our credit risk is not significant. Our private sector customers are comprised principally of large, well known, and well established multi-national companies. Our government customers are comprised of national, state, and local agencies located principally in the U.S. and the U.K. We have not historically experienced significant collection issues with either of our governmental or non-governmental customers.

We used \$96.1 million of cash and cash equivalents for investing activities during fiscal 2015. This compares to \$1.5 billion and \$157.1 million during fiscal 2014 and 2013, respectively. This decrease was primarily the result of minimal acquisition activity in fiscal 2015 as compared to the Company's acquisition of SKM for \$1.2 billion (\$1.1 billion net of cash acquired) in fiscal 2014. There was also minimal acquisition activity in fiscal 2013.

Additions to property and equipment totaled \$88.4 million, \$132.1 million, and \$127.3 million for fiscal years 2015, 2014, and 2013, respectively. Included in fiscal 2015 and 2014 activity are significant expenditures for leasehold improvements relating primarily to the consolidation of certain office space, expansion of office space and relocations of certain office space, all occurring in a number of locations.

Our financing activities resulted in net cash outflows of \$553.3 million during fiscal 2015 as compared to net cash inflows of \$304.9 million and net cash outflows of \$59.7 million during fiscal 2014 and 2013, respectively. The \$858.2 million in incremental cash outflows during fiscal 2015 as compared to the previous year was due primarily to (i) a \$502.7 million increase in cash used to pay-off long-term debt during fiscal 2015, combined with (ii) \$343.9 million used to repurchase shares of Company common stock (discussed in further detail in Part II, Item 5 of this Annual Report on Form 10-K). Substantially all of the amounts borrowed during fiscal 2014 under our 2014 Facility was used to fund the Company's business acquisitions completed last year.

The Company had \$460.9 million of cash and short term equivalents at October 2, 2015. Of this amount, approximately \$99.9 million was held in the U.S. and \$361.0 million was held outside of the U.S., primarily in Canada, the U.K., and the Eurozone. Other than the tax cost of repatriating funds held outside the U.S. to the U.S. (see Note 9—*Income*)

Taxes of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K), there are no impediments to repatriating these funds to the U.S.

The total amount utilized under the 2014 Facility at October 2, 2015 was \$586.9 million ( \$584.4 million in the form of direct borrowings and \$2.5 million utilized in the form of letters of credit). Please refer to Note 5— *Borrowings* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K for additional information regarding the 2012 facility and the 2014 Facility.

We believe we have adequate liquidity and capital resources to fund our operations, support our acquisition strategy, and service our debt for the next twelve months. We had \$460.9 million in cash and cash equivalents at October 2, 2015 , compared to \$732.6 million at September 26, 2014 . Our consolidated working capital position at October 2, 2015 was \$1.3 billion ; a decrease of \$240.4 million from September 26, 2014 .

Additionally, there was \$1.0 billion of borrowing capacity available at October 2, 2015 under the 2014 Facility. We believe that the remaining capacity, terms and conditions of our revolving credit facility, combined with cash on-hand and the other committed and uncommitted facilities we have in place, are adequate for our working capital and general business requirements.

The Company had \$236.4 million of letters of credit outstanding at October 2, 2015 . Of this amount, \$2.5 million were issued under the 2014 Facility and \$233.9 million were issued under separate, committed and uncommitted letter-of-credit facilities.

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

We are party to financial instruments with off-balance sheet risk in the form of guarantees not reflected in our balance sheet that arise in the normal course of business. However, such off-balance sheet arrangements are not reasonably likely to have an effect on our financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or resources that is material to investors. See Note 10 – *Commitments and Contingencies, and Derivative Financial Instruments* of Notes to Consolidated Financial Statements beginning on page F-1 of this Annual Report on Form 10-K.

### **New Accounting Pronouncements**

From time to time, the Financial Accounting Standards Board ("FASB") issues accounting standards updates (each being an "ASU") to its Accounting Standards Codification ("ASC"), which constitutes the primary source of U.S. GAAP. The Company regularly monitors ASUs as they are issued and considers their applicability to its business. All ASUs applicable to the Company are adopted by the due date and in the manner prescribed by the FASB. A discussion of those recently issued ASUs most likely to affect the presentation of the Company's consolidated financial statements follows.

In May 2014, the FASB issued ASU No. 2014-09— *Revenue from Contracts with Customers* . The new guidance provided by ASU 2014-09 is intended to remove inconsistencies and perceived weaknesses in the existing revenue requirements, provide a more robust framework for addressing revenue issues, improve comparability, provide more useful information and simplify the preparation of financial statements. ASU 2014-09 was initially effective for annual and interim reporting periods beginning after December 15, 2016. On July 9, 2015 the FASB approved a one year deferral of the effective date of this standard. The revised effective date for the standard is for annual reporting periods beginning after December 15, 2017 and interim periods therein. The FASB also approved changes allowing for early adoption of the standard as of the original effective date. The Company continues to evaluate the impact that the new guidance may have on the consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03— *Simplifying the Presentation of Debt Issuance Costs* . ASU 2015-03 was issued to simplify the presentation of debt issuance costs by requiring such costs to be presented as a deduction from the corresponding debt liability. Through this ASU, the FASB intends to make the presentation of debt issuance costs consistent with the presentation of debt discounts or premiums. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. Early adoption is permitted. The Company does not believe the adoption of this ASU will have a material effect on its consolidated financial statements.

In May 2015, the FASB issued Accounting Standards Update 2015-07— *Disclosures for Investments in Certain Entities that Calculate Net Asset Value Per Share (or its Equivalent)* . ASU 2015-07 removes the requirement to categorize within the fair value hierarchy investments for which fair values are estimated using the net asset value practical expedient provided by

ASC 820— *Fair Value Measurement* . Disclosures about investments in certain entities that calculate net asset value per share are limited under ASU 2015-07 to those investments for which the entity has elected to estimate the fair value using the net asset value practical expedient. ASU 2015-07 is effective for entities (other than public business entities) for fiscal years beginning after December 15, 2016, with retrospective application to all periods presented. Early application is permitted. The Company is evaluating the impact of the ASU, but does not expect the impacts to be material to its consolidated financial statements.

**Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We do not enter into derivative financial instruments for trading, speculation or other purposes that would expose the Company to market risk. In the normal course of business, our results of operations are exposed to risks associated with fluctuations in interest rates and currency exchange rates.

**Interest Rate Risk**

Please refer to the discussion of the 2014 Facility and the 2012 Facility in the liquidity and capital resources discussion in Management's Discussion and Analysis of Financial Condition and Results of Operations in this Annual Report on Form 10-K, and Note 5 - *Borrowings* in Notes to Consolidated Financial Statements beginning on Page F-1 of this Annual report on Form 10-K.

**Foreign Currency Risk**

In situations where our operations incur contract costs in currencies other than their functional currency, we attempt to have a portion of the related contract revenues denominated in the same currencies as the costs. In those situations where revenues and costs are transacted in different currencies, we sometimes enter into foreign exchange contracts in order to limit our exposure to fluctuating foreign currencies. We follow the provisions of ASC 815-10 - *Derivatives and Hedging* in accounting for our derivative contracts. The Company does not currently have exchange rate sensitive instruments that would have a material effect on our consolidated financial statements or results of operations.

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

The information required by this Item 8 is submitted as a separate section beginning on page F-1 of this Annual Report on Form 10-K and is incorporated herein by reference.

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

None.

**Item 9A. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

The Company's management, with the participation of its Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the Company's disclosure controls and procedures as defined by Rule 13a-15(e) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") as of October 2, 2015, the end of the period covered by this Annual Report on Form 10-K (the "Evaluation Date"). Based on that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of the Evaluation Date.

**Management's Annual Report on Internal Control Over Financial Reporting**

Management is responsible for establishing and maintaining adequate internal controls over financial reporting, as defined in Rule 13a-15(f) under the Exchange Act. Management, with the participation of its Chief Executive Officer and Chief Financial Officer, has assessed the effectiveness of the Company's internal control over financial reporting as of the Evaluation Date based on the framework established in "*Internal Control—Integrated Framework*", issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management has concluded that the Company's internal controls over financial reporting as of the Evaluation Date were effective. The Company's independent registered public accounting firm, Ernst & Young LLP, has issued an attestation report on the Company's internal control over financial reporting which appears later in this Annual Report on Form 10-K.

**Changes in Internal Control**

There were no changes in the Company's internal control over financial reporting during the Company's fiscal quarter ended October 2, 2015, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

**Limitations on Effectiveness of Controls**

The Company's management, including its Chief Executive Officer and Chief Financial Officer, does not expect that its disclosure controls and procedures or its system of internal control over financial reporting will prevent or detect all errors and all fraud. A control system, no matter how well designed or operated, can provide only reasonable, but not absolute, assurance that the objectives of the system of internal control are met. The design of the Company's control system reflects the fact that there are resource constraints, and that the benefits of such control system must be considered relative to their costs. Further, because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control failures and instances of fraud, if any, within the Company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the intentional acts of individuals, by collusion of two or more people, or by management override of the controls. The design of any system of controls is also based in part on certain assumptions about the likelihood of future events, and there can be no assurance that the design of any particular control will always succeed in achieving its objective under all potential future conditions.

**Item 9B. OTHER INFORMATION**

On November 19, 2015, the Human Resource and Compensation Committee of the Board of Directors of the Company (the "Compensation Committee") approved a new Management Incentive Plan (the "Management Incentive Plan"). The Management Incentive Plan replaces the Company's Incentive Bonus Plan beginning in fiscal 2016. Specific measures and targets will be assigned to each participant based on their respective role in the organization. Select officers and managers of the Company are eligible to participate in the new Management Incentive Plan, and the Chief Executive Officer automatically participates. Goals under the Management Incentive Plan will be defined at the corporate and business unit level.

Also on November 19, 2015, the Compensation Committee approved a new form of restricted stock unit agreement under the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan, as amended and restated. This new form of award agreement provides for the award of performance-based restricted stock units based on growth in earnings per share from fiscal year to fiscal year (the "Award Agreement"). This metric considers the Company's net earnings as a factor in the award, and divides such net earnings by the weighted average number of shares of the Company's common stock outstanding during each fiscal year to reflect the growth in earnings per share from fiscal year to fiscal year.

The foregoing summaries do not purport to be complete and are qualified in their entirety by reference to the terms of the Management Incentive Plan and the Award Agreement, copies of which are filed herewith as Exhibits 10.43 and 10.45, and are incorporated herein by reference.

## PART III

### **Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

#### **Directors, Executive Officers, Promoters and Control Persons**

The information required by Paragraph (a), and Paragraphs (c) through (g) of Item 401 of Regulation S-K (except for information required by Paragraph (e) of that Item to the extent the required information pertains to our executive officers) and Item 405 of Regulation S-K is set forth under the captions “The Board of Directors and its Committees - Nominees,” “The Board of Directors and its Committees - Continuing Directors,” and “Section 16(a) Beneficial Ownership Reporting Compliance” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference. The information required by Paragraph (b) of Item 401 of Regulation S-K, as well as the information required by Paragraph (e) of that Item to the extent the required information pertains to our executive officers, is set forth in Part I, Item 1 of this Annual Report on Form 10-K under the heading “Executive Officers of the Registrant.”

#### **Code of Ethics**

We have adopted a code of ethics for our chief executive, chief financial, and principal accounting officers; a code of business conduct and ethics for members of our Board of Directors; and corporate governance guidelines. The full text of the codes of ethics and corporate governance guidelines is available at our website at [www.jacobs.com](http://www.jacobs.com). In the event we make any amendment to, or grant any waiver from, a provision of the code of ethics that applies to the principal executive officer, principal financial officer or principal accounting officer that requires disclosure under applicable SEC rules, we will disclose such amendment or waiver and the reasons therefor on our website. We will provide any person without charge a copy of any of the aforementioned codes of ethics upon receipt of a written request. Requests should be addressed to: Jacobs Engineering Group Inc., 155 S. North Lake Avenue, Pasadena, California 91101, Attention: Corporate Secretary.

#### **Corporate Governance**

The information required by Items 407(d)(4) and (d)(5) of Regulation S-K is set forth under the caption “The Board of Directors and its Committees - Committees of the Board of Directors - Audit Committee” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

### **Item 11. EXECUTIVE COMPENSATION**

The information required by this Item is set forth under the captions “The Board of Directors and its Committees - Compensation of Directors for Fiscal 2015,” “The Board of Directors and its Committees - Committees of the Board of Directors - Compensation Committee Interlocks and Insider Participation,” “Compensation Committee Report,” “Compensation Discussion and Analysis,” and “Executive Compensation” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.



**Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS****Securities Authorized for Issuance Under Equity Compensation Plans**

The following table presents certain information about our equity compensation plans as of October 2, 2015 :

<b>Plan Category</b>	<b>Column A</b>	<b>Column B</b>	<b>Column C</b>
	Number of securities to be issued upon exercise of outstanding options, warrants, and rights	Weighted- average exercise price of outstanding options, warrants, and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in Column A)
Equity compensation plans approved by shareholders (a)	4,072,707	\$ 46.06	7,144,884
Equity compensation plans not approved by shareholders	—	—	—
Total	4,072,707	\$ 46.06	7,144,884

- (a) The number in Column A excludes purchase rights accruing under our two, broad-based, shareholder-approved employee stock purchase plans: The Jacobs Engineering Group Inc. 1989 Employee Stock Purchase Plan (the “1989 ESPP”), and the Global Employee Stock Purchase Plan (the “GESPP”). These plans give employees the right to purchase shares at an amount and price that are not determinable until the end of the specified purchase periods, which occur monthly. Our shareholders have authorized a total of 27.8 million shares of common stock to be issued through the 1989 ESPP and the GESPP. From the inception of the 1989 ESPP and the GESPP through October 2, 2015 , a total of 26.5 million shares have been issued, leaving 1.3 million shares of common stock available for future issuance at that date.

The information required by Item 403 of Regulation S-K is set forth under the caption “Security Ownership” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

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

The information required by this Item is set forth under the captions “The Board of Directors and its Committees - Independence of Directors,” “The Board of Directors and its Committees - Committees of the Board of Directors,” and “Certain Relationships and Related Transactions” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

**Item 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information required by this Item is set forth under the captions “Report of the Audit Committee” and “Audit and Non-Audit Fees” in our definitive proxy statement to be filed with the SEC pursuant to Regulation 14A within 120 days after the close of our fiscal year and is incorporated herein by reference.

**PART IV**

**Item 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

- (a) Documents filed as part of this report:
- (1) The Company's Consolidated Financial Statements at October 2, 2015 and September 26, 2014 and for each of the three years in the period ended October 2, 2015 , September 26, 2014 and September 28, 2012 and the notes thereto, together with the report of the independent auditors on those Consolidated Financial Statements are hereby filed as part of this report, beginning on page F-1.
  - (2) Financial statement schedules – no financial statement schedules are presented as the required information is either not applicable, or is included in the consolidated financial statements or notes thereto.
  - (3) See Exhibits and Index to Exhibits, below.

(b) Exhibits and Index to Exhibits:

- 2.1 Merger Implementation Deed between Sinclair Knight Merz Management Pty Limited and Sinclair Knight Merz Holdings Limited and Jacobs Engineering Group Inc. and Jacobs Australia Holdings Company Pty. Ltd, dated as of September 8, 2013. Filed as Exhibit 2.2 to the Registrant's fiscal 2013 Annual Report on Form 10-K and incorporated herein by reference.
- 2.2 Sales Agreement between Sinclair Knight Merz Management Pty Limited, Sinclair Knight Merz Holdings Limited, Jacobs Engineering Group Inc. and Jacobs Australia Holdings Company Pty, Ltd., dated as of December 13, 2013. Filed as Exhibit 2.3 to the Registrant's Quarterly Report on Form 10-Q for the first quarter of fiscal 2014 and incorporated herein by reference.
- 3.1 Amended and Restated Certificate of Incorporation of the Registrant. Filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K on January 28, 2014 and incorporated herein by reference.
- 3.2 Amended and Restated Bylaws of the Registrant. Filed as Exhibit 3.1 to the Registrant's Current Report on Form 8-K on July 16, 2015 and incorporated herein by reference.
- 4.1 See Sections 5 through 18 of Exhibit 3.1.
- 4.2 See Article II, Section 3.03 of Article III, Article VI and Section 7.04 of Article VII of Exhibit 3.2.
- 10.1# The Jacobs Engineering Group Inc. Incentive Bonus Plan for Officers and Key Managers as amended and restated on May 22, 2014. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2015 and incorporated herein by reference.
- 10.2# The Executive Security Program of Jacobs Engineering Group Inc. Filed as Exhibit 10.2 to the Registrant's fiscal 2014 Annual Report on Form 10-K and incorporated herein by reference.
- 10.3# Amendment to the Executive Security Program of Jacobs Engineering Group Inc., dated December 23, 2008. Filed as Exhibit 10.3 to the Registrant's fiscal 2014 Annual Report on Form 10-K and incorporated herein by reference.
- 10.4# Amendment to the Executive Security Program of Jacobs Engineering Group Inc., dated May 31, 2009. Filed as Exhibit 10.4 to the Registrant's fiscal 2014 Annual Report on Form 10-K and incorporated herein by reference.
- 10.5# Jacobs Engineering Group Inc. 1991 Executive Deferral Plan, effective June 1, 1991. Filed as Exhibit 10.5 to the Registrant's fiscal 2012 Annual Report on Form 10-K and incorporated herein by reference.
- 10.6# Jacobs Engineering Group Inc. 1993 Executive Deferral Plan, effective December 1, 1993. Filed as Exhibit 10.6 to the Registrant's fiscal 2012 Annual Report on Form 10-K and incorporated herein by reference.
- 10.7# Jacobs Engineering Group Inc. 1995 Executive Deferral Plan, effective January 1, 1995. Filed as Exhibit 10.7 to the Registrant's fiscal 2014 Annual Report on Form 10-K and incorporated herein by reference.
- 10.8# Jacobs Engineering Group Inc. Amended and Restated Executive Deferral Plan. Filed as Exhibit 10.8 to the Registrant's fiscal 2012 Annual Report on Form 10-K and incorporated herein by reference.

- 10.9# The Jacobs Engineering Group Inc. 1989 Employee Stock Purchase Plan, as Amended and Restated-effective January 22, 2009. Filed as Exhibit 10.9 to the Registrant's fiscal 2014 Annual Report on Form 10-K and incorporated herein by reference.
- 10.10# The Jacobs Engineering Group Inc. Global Employee Stock Purchase Plan. Filed as Exhibit 10.10 to the Registrant's fiscal 2011 Annual Report on Form 10-K and incorporated herein by reference.
- 10.11# Jacobs Engineering Group Inc. 401(k) Plus Savings Plan and Trust, as Amended and Restated April 1, 2003. Filed as Exhibit 10.12 to the Registrant's fiscal 2012 Annual Report on Form 10-K and incorporated herein by reference.
- 10.12# Jacobs Engineering Group Inc. 1999 Stock Incentive Plan, as Amended and Restated. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K (File No. 333-157014) on January 28, 2014 and incorporated herein by reference.
- 10.13# Form of Indemnification Agreement entered into between the Registrant and certain of its officers and directors. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2012 and incorporated herein by reference.
- 10.14# Form of Jacobs Engineering Group Inc. Non-Qualified Stock Option Agreement. Filed as Exhibit 4.3 to the Registrant's Registration Statement on Form S-8 filed on January 29, 2009 and incorporated herein by reference.
- 10.15# Form of Jacobs Engineering Group Inc. Restricted Stock Agreement. Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2012 and incorporated herein by reference.
- 10.16# Form of Restricted Stock Unit Award Agreement. Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2012 and incorporated herein by reference.
- 10.17# Form of Restricted Stock Award Agreement. Filed as Exhibit 10.3 to the Registrant's Current Report on Form 8-K on June 1, 2011 and incorporated herein by reference.
- 10.18# Jacobs Engineering Group Inc. 1999 Outside Director Stock Plan, as Amended and Restated. Filed as Exhibit 10.21 to the Registrant's fiscal 2012 Annual Report on Form 10-K and incorporated herein by reference.
- 10.19# Form of Restricted Stock Unit Award Agreement (Performance Shares - Net Earnings Growth 2013 Award). Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2013 and incorporated herein by reference.
- 10.20# Form of Restricted Stock Unit Award Agreement. (Performance Shares - TSR 2013 Award). Filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2013 and incorporated herein by reference.
- 10.21 Credit Agreement dated as of March 29, 2012 among Jacobs Engineering Group Inc. and certain of its subsidiaries as borrowers, and the Bank of America, N.A. (as Administrative Agent); BNP Paribas, and Wells Fargo Bank, N.A. (as Co-Syndication Agents); Union Bank, N.A. (as Documentation Agent); Merrill Lynch, Pierce, Fenner & Smith Incorporated (as Sole Book Manager); and Merrill Lynch, Pierce, Fenner & Smith Incorporated, BNP Paribas Securities Corp, and Wells Fargo Securities, LLC (as Joint Lead Arrangers). Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2012 and incorporated herein by reference.

- 10.22# Employment agreement between Jacobs Engineering Group Inc. and Michael Tyler dated May 28, 2013. Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2013 and incorporated herein by reference.
- 10.23# Retirement Agreement dated April 14, 2014 between the Registrant and Thomas R. Hammond. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2014 and incorporated herein by reference.
- 10.24# Jacobs Engineering Group Inc. 2005 Executive Deferral Plan, effective January 1, 2005. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2010 and incorporated herein by reference.
- 10.25# Agreement between Jacobs Engineering Group Inc. and Noel G. Watson dated July 1, 2010. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2010 and incorporated herein by reference.
- 10.26# Consulting Agreement between Jacobs Engineering Group Inc. and Noel G. Watson dated July 1, 2010. Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2010 and incorporated herein by reference.
- 10.27# Amendment No. 1 to Consulting Agreement between the Registrant and Noel G. Watson dated July 1, 2011. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2011 and incorporated herein by reference.
- 10.28# Amendment No. 2 to Consulting Agreement between the Registrant and Noel G. Watson dated July 1, 2013. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2013 and incorporated herein by reference.
- 10.29 Term Loan Agreement dated January 27, 2011 between Jacobs Engineering U.K. Limited and Royal Bank of Scotland Finance (Ireland). Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2011 and incorporated herein by reference.
- 10.30 Senior Term Loan Facility dated January 26, 2011 between Jacobs Nederland B.V. and BNP Paribas. Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2011 and incorporated herein by reference.
- 10.31 Senior Term Loan Facility dated January 26, 2011 between Jacobs Engineering U.K. Limited and Bank of America, N.A., London Branch. Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2011 and incorporated herein by reference.
- 10.32 Senior Term Loan Facility dated January 26, 2011 between Jacobs Australia Pty Limited and Bank of America, N.A., Australian Branch. Filed as Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2011 and incorporated herein by reference.
- 10.33 Form of Guaranty among certain subsidiaries of the Registrant and Royal Bank of Scotland Finance (Ireland), BNP Paribas, Bank of America, N.A., London Branch, and Bank of America, N.A., Australian Branch. Filed as Exhibit 10.5 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2011 and incorporated herein by reference.
- 10.34# Employment Agreement dated December 23, 2010 between the Registrant and Gary Mandel. Filed as Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2011 and incorporated herein by reference.
- 10.35 Amended and Restated Credit Agreement dated as of February 7, 2014 among Jacobs Engineering Group Inc. and certain of its subsidiaries as borrowers, and the Bank of America, N.A. (as Administrative Agent); Bank of America, N.A., BNP Paribas, and Wells Fargo Bank, N.A. (as Co-Syndication Agents); The Bank of Tokyo-Mitsubishi UFJ, LTD, and TD Bank, N.A. (as Co-Documentation Agents); Merrill Lynch, Pierce, Fenner & Smith Incorporated (as Sole Book Manager); and Merrill Lynch, Pierce, Fenner & Smith Incorporated, BNP Paribas Securities Corp, and Wells Fargo Securities, LLC (as Joint Lead Arrangers). Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on February 11, 2014 and incorporated herein by reference.

- 10.36# Form of Restricted Stock Unit Award Agreement (Performance Shares - Net Earnings Growth - 2014 Award). Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2014 and incorporated herein by reference.
- 10.37# Form of Restricted Stock Unit Award Agreement (Performance Shares - TSR - 2014 Award). Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2014 and incorporated herein by reference.
- 10.38 Amendment No. 3 to Consulting Agreement between the Registrant and Noel G. Watson dated July 1, 2014. Filed as Exhibit 10.40 to the Registrant's fiscal 2014 Annual Report on Form 10-K and incorporated herein by reference.
- 10.39# Offer Letter by and between Jacobs Engineering Group Inc. and Kevin C. Berryman, effective November 12, 2014. Filed as Exhibit 99.1 to Amendment No. 1 to the Registrant's Current Report on Form 8-K/A on November 17, 2014 and incorporated herein by reference.
- 10.40# Transition Agreement with Craig L. Martin, dated as of December 19, 2014. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on December 23, 2014 and incorporated herein by reference.
- 10.41# Letter Agreement with Noel G. Watson, dated as of February 25, 2015. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on March 2, 2015 and incorporated herein by reference.
- 10.42 Amendment Agreement, dated as of March 4, 2015, among Jacobs Engineering Group, Inc., certain subsidiaries thereof party thereto, each lender party thereto, each issuer of letters of credit party thereto and Bank of America, N.A., as Administrative Agent and Swing Line Lender. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on March 5, 2015 and incorporated herein by reference.
- 10.43# Form of Transition Agreement. Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2015 and incorporated herein by reference.
- 10.44# Form of Stock Option Agreement (December 2014 grants). Filed as Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the second quarter of fiscal 2015 and incorporated herein by reference.
- 10.45# Offer Letter with Steven J. Demetriou, dated as of July 10, 2015. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on July 16, 2015 and incorporated herein by reference.
- 10.46# Form of Nonqualified Stock Option Agreement. Filed as Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2015 and incorporated herein by reference.
- 10.47# Form of Restricted Stock Unit Award Agreement (Performance Shares - Net Earnings Growth). Filed as Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the third quarter of fiscal 2015 and incorporated herein by reference.
- 10.48# Separation Agreement with Santo Rizzuto dated October 16, 2015. Filed as Exhibit 10.1 to the Registrant's Current Report on Form 8-K on October 22, 2015.
- †10.49 Separation Agreement with Cora Carmody, effective September 15, 2015.
- †10.50 Jacobs Engineering Group Inc. Management Incentive Plan, as Amended and Restated, effective November 19, 2015.
- †10.51 Form of Restricted Stock Agreement (awarded pursuant to the 1999 Stock Incentive Plan).
- †10.52 Form of Restricted Stock Unit Agreement (awarded pursuant to the 1999 Stock Incentive Plan).
- †10.53 Form of Restricted Stock Unit Agreement (Performance Shares - Earnings Per Share Growth).
- †10.54 Form of Restricted Stock Unit Agreement (Performance Shares - TSR).
- †10.55 Form of Restricted Stock Unit Agreement (Cash Settled Non-US Employees).

†10.56	Form of Nonqualified Stock Option Agreement (1999 Stock Incentive Plan).
†21.	List of Subsidiaries of Jacobs Engineering Group Inc.
†23.	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
†31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
†31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
†32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
†32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
†95.	Mine Safety Disclosure.
†101.INS	XBRL Instance Document
†101.SCH	XBRL Taxonomy Extension Schema Document
†101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
†101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
†101.LAB	XBRL Taxonomy Extension Label Linkbase Document
†101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

† Being filed herewith.

# Management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: November 23, 2015 By: JACOBS ENGINEERING GROUP INC.  
/S/ Steven J. Demetriou  
Steven J. Demetriou  
President, Chief Executive Officer, and Director (Principal  
Executive Officer)

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:



<u>Signature</u>	<u>Title</u>	<u>Date</u>
/S/ Steven J. Demetriou _____ Steven J. Demetriou	President, Chief Executive Officer and Director (Principal Executive Officer)	November 23, 2015
/S/ Noel G. Watson _____ Noel G. Watson	Chairman of the Board	November 23, 2015
/S/ Joseph R. Bronson _____ Joseph R. Bronson	Director	November 23, 2015
/S/ John F. Coyne _____ John F. Coyne	Director	November 23, 2015
_____ Juan Jose Suarez Coppel	Director	November 23, 2015
/S/ Robert C. Davidson, Jr. _____ Robert C. Davidson, Jr.	Director	November 23, 2015
/S/ Ralph E. Eberhart _____ Ralph E. Eberhart	Director	November 23, 2015
/S/ Edward V. Fritzky _____ Edward V. Fritzky	Director	November 23, 2015
/S/ Dawne S. Hickton _____ Dawne S. Hickton	Director	November 23, 2015
/S/ Linda Fayne Levinson _____ Linda Fayne Levinson	Director	November 23, 2015
/S/ Peter J. Robertson _____ Peter J. Robertson	Director	November 23, 2015
/S/ Christopher M.T. Thompson _____ Christopher M.T. Thompson	Director	November 23, 2015
_____ /S/ Kevin C. Berryman	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	November 23, 2015
_____ Kevin C. Berryman		
/S/ Geoffrey P. Sanders _____ Geoffrey P. Sanders	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	November 23, 2015

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**WITH REPORTS OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**  
**October 2, 2015**

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**INDEX TO CONSOLIDATED FINANCIAL STATEMENTS**  
**October 2, 2015**

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<a href="#">Consolidated Statements of Earnings for the Fiscal Years Ended October 2, 2015, September 26, 2014, and September 27, 2013</a>	<a href="#">F-4</a>
<a href="#">Consolidated Statements of Comprehensive Income for the Fiscal Years Ended October 2, 2015, September 26, 2014, and September 27, 2013</a>	<a href="#">F-4</a>
<a href="#">Consolidated Statements of Changes in Stockholders' Equity for the Fiscal Years Ended October 2, 2015, September 26, 2014, and September 27, 2013</a>	<a href="#">F-5</a>
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**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**

**CONSOLIDATED BALANCE SHEETS**

(In thousands, except share information)  
At October 2, 2015 and September 26, 2014

	2015	2014
<b>ASSETS</b>		
Current Assets:		
Cash and cash equivalents	\$ 460,859	\$ 732,647
Receivables	2,548,743	2,867,555
Deferred income taxes	160,298	169,893
Prepaid expenses and other current assets	113,076	121,976
Total current assets	<u>3,282,976</u>	<u>3,892,071</u>
Property, Equipment, and Improvements, Net	<u>381,238</u>	<u>456,797</u>
Other Noncurrent Assets:		
Goodwill	3,048,778	3,026,349
Intangibles	353,419	440,192
Miscellaneous	719,515	638,250
Total other noncurrent assets	<u>4,121,712</u>	<u>4,104,791</u>
	<u>\$ 7,785,926</u>	<u>\$ 8,453,659</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current Liabilities:		
Notes payable	\$ 13,364	\$ 36,732
Accounts payable	566,866	622,875
Accrued liabilities	1,090,985	1,279,556
Billings in excess of costs	309,951	410,683
Total current liabilities	<u>1,981,166</u>	<u>2,349,846</u>
Long-term Debt	<u>584,434</u>	<u>764,075</u>
Other Deferred Liabilities	<u>863,868</u>	<u>834,078</u>
Commitments and Contingencies		
Stockholders' Equity:		
Capital stock:		
Preferred stock, \$1 par value, authorized—1,000,000 shares; issued and outstanding—none	—	—
Common stock, \$1 par value, authorized—240,000,000 shares; issued and outstanding—123,152,966 shares and 131,752,768 shares, respectively	123,153	131,753
Additional paid-in capital	1,137,144	1,173,858
Retained earnings	3,496,212	3,527,193
Accumulated other comprehensive loss	(464,764)	(363,549)
Total Jacobs stockholders' equity	<u>4,291,745</u>	<u>4,469,255</u>
Noncontrolling interests	<u>64,713</u>	<u>36,405</u>
Total Group stockholders' equity	<u>4,356,458</u>	<u>4,505,660</u>
	<u>\$ 7,785,926</u>	<u>\$ 8,453,659</u>

See the accompanying Notes to Consolidated Financial Statements.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF EARNINGS**

For the Fiscal Years Ended October 2, 2015 , September 26, 2014 , and September 27, 2013  
(In thousands, except per share information )

	2015	2014	2013
Revenues	\$ 12,114,832	\$ 12,695,157	\$ 11,818,376
Costs and Expenses:			
Direct costs of contracts	(10,146,494)	(10,621,373)	(9,976,057)
Selling, general and administrative expenses	(1,522,811)	(1,545,716)	(1,173,340)
Operating Profit	445,527	528,068	668,979
Other Income (Expense):			
Interest income	7,262	9,693	5,395
Interest expense	(19,503)	(11,437)	(12,906)
Gain on sale of intellectual property	—	12,147	—
Miscellaneous income (expense), net	(3,149)	3,695	80
Total other income (expense), net	(15,390)	14,098	(7,431)
Earnings Before Taxes	430,137	542,166	661,548
Income Tax Expense	(101,255)	(190,054)	(221,366)
Net Earnings of the Group	328,882	352,112	440,182
Net Earnings Attributable to Noncontrolling Interests	(25,911)	(24,004)	(17,089)
Net Earnings Attributable to Jacobs	\$ 302,971	\$ 328,108	\$ 423,093
Net Earnings Per Share:			
Basic	\$ 2.42	\$ 2.51	\$ 3.27
Diluted	\$ 2.40	\$ 2.48	\$ 3.23

**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**

For the Fiscal Years Ended October 2, 2015 , September 26, 2014 , and September 27, 2013  
(In thousands)

	2015	2014	2013
Net Earnings of the Group	\$ 328,882	\$ 352,112	\$ 440,182
Other Comprehensive Loss:			
Foreign currency translation adjustments	(136,168)	(33,316)	(23,704)
Change in pension liability	33,208	(15,303)	4,496
Gains on cash flow hedges	2,949	1,022	1,467
Other Comprehensive (Loss) Income Before Income Taxes	(100,011)	(47,597)	(17,741)
Income Tax Benefit (Expense):			
Foreign currency translation adjustments	—	3,250	—
Change in pension liability	(438)	(14,562)	(3,949)
Losses on cash flow hedges	(766)	(513)	(550)
Total Income Tax Benefit (Expense)	(1,204)	(11,825)	(4,499)
Net Other Comprehensive Loss	(101,215)	(59,422)	(22,240)
Net Comprehensive Income of the Group	227,667	292,690	417,942
Net Comprehensive Income Attributable to Noncontrolling Interests	(25,911)	(24,004)	(17,089)
Total Comprehensive Income Attributable to Jacobs	\$ 201,756	\$ 268,686	\$ 400,853

See the accompanying Notes to Consolidated Financial Statements including the Company's note on Other Comprehensive Income for a presentation of amounts reclassified to net income during the period

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY**  
For the Fiscal Years Ended October 2, 2015 , September 26, 2014 , and September 27, 2013

(In thousands)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Com- prehensive Income (Loss)	Total Jacobs Stock- holders' Equity	Non- controlling Interests	Total Group Stock- holders' Equity
<b>Balances at September 28, 2012</b>	\$ 129,936	\$ 953,983	\$ 2,920,441	\$ (281,887)	\$ 3,722,473	\$ 36,416	\$ 3,758,889
Net earnings	—	—	423,093	—	423,093	17,089	440,182
Foreign currency translation adjustments	—	—	—	(23,704)	(23,704)	—	(23,704)
Pension liability, net of deferred tax expense of \$3,949	—	—	—	547	547	—	547
Gain on derivatives, net of deferred tax expense of \$550	—	—	—	917	917	—	917
Noncontrolling interest acquired / consolidated	—	11,087	—	—	11,087	(10,293)	794
Distributions to noncontrolling interests	—	—	—	—	—	(7,974)	(7,974)
Issuances of equity securities, net of deferred tax expense of \$3,111	2,864	137,592	—	—	140,456	—	140,456
Repurchases of equity securities	(1,161)	(18,038)	(42,573)	—	(61,772)	—	(61,772)
<b>Balances at September 27, 2013</b>	131,639	1,084,624	3,300,961	(304,127)	4,213,097	35,238	4,248,335
Net earnings	—	—	328,108	—	328,108	24,004	352,112
Foreign currency translation adjustments, net of deferred tax benefit of \$3,250	—	—	—	(30,066)	(30,066)	—	(30,066)
Pension liability, net of deferred tax expense of \$14,562	—	—	—	(29,865)	(29,865)	—	(29,865)
Gain on derivatives, net of deferred tax expense of \$513	—	—	—	509	509	—	509
Noncontrolling interest acquired / consolidated	—	4,779	(15,704)	—	(10,925)	(17,724)	(28,649)
Distributions to noncontrolling interests	—	—	(968)	—	(968)	(5,113)	(6,081)
Issuances of equity securities, net of deferred tax expense of \$1,264	2,254	114,953	—	—	117,207	—	117,207
Repurchases of equity securities	(2,140)	(30,498)	(85,204)	—	(117,842)	—	(117,842)
<b>Balances at September 26, 2014</b>	131,753	1,173,858	3,527,193	(363,549)	4,469,255	36,405	4,505,660
Net earnings	—	—	302,971	—	302,971	25,911	328,882
Foreign currency translation adjustments	—	—	—	(136,168)	(136,168)	—	(136,168)
Pension liability, net of deferred tax expense of \$438	—	—	—	32,770	32,770	—	32,770
Gain on derivatives, net of deferred tax expense of \$766	—	—	—	2,183	2,183	—	2,183
Noncontrolling interest acquired / consolidated	—	—	(9,709)	—	(9,709)	9,627	(82)
Distributions to noncontrolling interests	—	—	—	—	—	(7,230)	(7,230)
Issuances of equity securities, net of deferred tax expense of \$10,332	1,590	80,801	—	—	82,391	—	82,391
Repurchases of equity securities	(10,190)	(117,515)	(324,243)	—	(451,948)	—	(451,948)
<b>Balances at October 2, 2015</b>	\$ 123,153	\$ 1,137,144	\$ 3,496,212	\$ (464,764)	\$ 4,291,745	\$ 64,713	\$ 4,356,458

See the accompanying Notes to Consolidated Financial Statements.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**

For the Fiscal Years Ended October 2, 2015 , September 26, 2014 , and September 27, 2013  
(In thousands)

	2015	2014	2013
<b>Cash Flows from Operating Activities:</b>			
Net earnings attributable to the Group	\$ 328,882	\$ 352,112	\$ 440,182
<b>Adjustments to reconcile net earnings to net cash flows from operations:</b>			
<b>Depreciation and amortization:</b>			
Property, equipment and improvements	99,924	98,592	69,889
Intangible assets	49,368	46,820	28,985
Loss on sale of business	2,909	—	—
Gain on sale of intellectual property	—	(12,147)	—
Stock based compensation	41,412	43,400	39,518
Tax deficiency (benefit) from stock based compensation	(1,237)	1,344	3,213
Equity in earnings of investees	5,483	(8,394)	(14,140)
Change in pension plan obligations	(5,980)	(37,218)	(8,714)
Change in deferred compensation plans	(3,229)	(7,062)	(8,915)
(Gains) Losses on disposals of assets, net	30,985	(4,668)	519
<b>Changes in assets and liabilities, excluding the effects of businesses acquired:</b>			
Receivables	172,958	107,944	(234,864)
Prepaid expenses and other current assets	6,644	(7,217)	(15,898)
Accounts payable	(28,943)	108,241	82,389
Accrued liabilities	(120,847)	(2,172)	(18,214)
Billings in excess of costs	(52,441)	29,833	84,043
Income taxes payable	(22,685)	(17,373)	(12,745)
Deferred income taxes	(31,177)	30,799	2,711
Other deferred liabilities	(15,759)	3,725	(2,199)
Deferred gain on synthetic lease transaction	23,343	—	—
Change in long-term receivables	—	2,828	15,815
Long-term insurance prepayment	—	(17,411)	—
Other, net	4,962	9,740	(3,059)
Net cash provided by operating activities	484,572	721,716	448,516
<b>Cash Flows from Investing Activities:</b>			
Additions to property, equipment, and improvements	(88,404)	(132,146)	(127,270)
Disposals of property, equipment, and improvements	369	10,414	4,276
Change in cash related to consolidation of joint ventures	—	—	5,344
Purchases of investments	—	(25,137)	(15)
Sales of investments	13	58	11
Sale of intellectual property	—	12,371	—
Acquisitions of businesses, net of cash acquired	(8,101)	(1,384,342)	(39,429)
Net cash used for investing activities	(96,123)	(1,518,782)	(157,083)

See the accompanying Notes to Consolidated Financial Statements.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**For the Fiscal Years Ended October 2, 2015 , September 26, 2014 , and September 27, 2013**  
**(In thousands)**  
**Continued**

	2015	2014	2013
Cash Flows from Financing Activities:			
Proceeds from long-term borrowings	1,768,639	819,681	—
Repayments of long-term borrowings	(1,907,109)	(455,426)	(118,293)
Proceeds from short-term borrowings	362,433	207,876	59,094
Repayments of short-term borrowings	(382,190)	(226,091)	(35,400)
Proceeds from issuances of common stock	33,222	44,704	46,079
Common stock repurchases	(422,316)	(78,399)	—
Tax (deficiency) benefit from stock based compensation	1,237	(1,344)	(3,213)
Distributions to noncontrolling interests	(7,230)	(6,081)	(7,974)
Net cash provided by (used for) financing activities	(553,314)	304,920	(59,707)
Effect of Exchange Rate Changes	(106,923)	(31,612)	(7,778)
Increase (Decrease) in Cash and Cash Equivalents	(271,788)	(523,758)	223,948
Cash and Cash Equivalents at Beginning of Period	732,647	1,256,405	1,032,457
Cash and Cash Equivalents at End of Period	\$ 460,859	\$ 732,647	\$ 1,256,405

See the accompanying Notes to Consolidated Financial Statements.



**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**1. Description of Business and Basis of Presentation***Description of Business*

We provide a broad range of technical, professional, and construction services including engineering, design, and architectural services; construction and construction management services; operations and maintenance services; and process, scientific, and systems consulting services. We provide our services through offices and subsidiaries located primarily in North America, South America, Europe, the Middle East, India, Australia, Africa, and Asia. We provide our services under cost-reimbursable and fixed-price contracts. The percentage of revenues realized from each of these types of contracts for each of the last three fiscal years was as follows:

	2015	2014	2013
Cost-reimbursable	83%	83%	85%
Fixed-price	17%	17%	15%

*Basis of Presentation, Definition of Fiscal Year, and Other Matters*

The accompanying Consolidated Financial Statements have been prepared in accordance with U.S. GAAP and include the accounts of Jacobs Engineering Group Inc. and its subsidiaries and affiliates which it controls. All significant intercompany accounts and transactions have been eliminated in consolidation.

The Company's fiscal year ends on the Friday closest to September 30 (determined on the basis of the number of workdays) and, accordingly, an additional week of activity is added every five -to- six years.

Please refer to Note 16— *Definitions* for the definitions of certain terms used in the accompanying Consolidated Financial Statements and these Notes to Consolidated Financial Statements.

**2. Significant Accounting Policies***Revenue Accounting for Contracts and Use of Joint Ventures*

In general, we recognize revenues at the time we provide services. Depending on the commercial terms of the contract, we recognize revenues either when costs are incurred, or using the percentage-of-completion method of accounting by relating contract costs incurred to date to the total estimated costs at completion. Contract losses are provided for in their entirety in the period they become known, without regard to the percentage-of-completion. For multiple contracts with a single customer we account for each contract separately. We also recognize as revenues, costs associated with claims and unapproved change orders to the extent it is probable that such claims and change orders will result in additional contract revenue, and the amount of such additional revenue can be reliably estimated.

Certain cost-reimbursable contracts include incentive-fee arrangements. These incentive fees can be based on a variety of factors but the most common are the achievement of target completion dates, target costs, and/or other performance criteria. Failure to meet these targets can result in unrealized incentive fees. We recognize incentive fees based on expected results using the percentage-of-completion method of accounting. As the contract progresses and more information becomes available, the estimate of the anticipated incentive fee that will be earned is revised as necessary. We bill incentive fees based on the terms and conditions of the individual contracts. In certain situations, we are allowed to bill a portion of the incentive fees over the performance period of the contract. In other situations, we are allowed to bill incentive fees only after the target criterion has been achieved. Incentive fees which have been recognized but not billed are included in receivables in the accompanying Consolidated Balance Sheets.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Certain cost-reimbursable contracts with government customers as well as certain commercial clients provide that contract costs are subject to audit and adjustment. In this situation, revenues are recorded at the time services are performed based upon the amounts we expect to realize upon completion of the contracts. Revenues are not recognized for non-recoverable costs. In those situations where an audit indicates that we may have billed a client for costs not allowable under the terms of the contract, we estimate the amount of such nonbillable costs and adjust our revenues accordingly.

When we are directly responsible for subcontractor labor or third-party materials and equipment, we reflect the costs of such items in both revenues and costs (and we refer to such costs as “pass-through” costs). On those projects where the client elects to pay for such items directly and we have no associated responsibility for such items, these amounts are not reflected in either revenues or costs.

The following table sets forth pass-through costs included in revenues for each of the last three fiscal years (in millions):

2015	2014	2013
\$ 2,602.6	\$ 2,954.9	\$ 2,624.8

As is common to the industry, we execute certain contracts jointly with third parties through various forms of joint ventures and consortiums. Although the joint ventures own and hold the contracts with the clients, the services required by the contracts are typically performed by us and our joint venture partners, or by other subcontractors under subcontracting agreements with the joint ventures. The assets of our joint ventures, therefore, consist almost entirely of cash and receivables (representing amounts due from clients), and the liabilities of our joint ventures consist almost entirely of amounts due to the joint venture partners (for services provided by the partners to the joint ventures under their individual subcontracts) and other subcontractors. In general, at any given time, the equity of our joint ventures represents the undistributed profits earned on contracts the joint ventures hold with clients. Very few of our joint ventures have employees. None of our joint ventures have third-party debt or credit facilities. Our joint ventures, therefore, are simply mechanisms used to deliver engineering and construction services to clients. Rarely do they, in and of themselves, present any risk of loss to us or to our partners separate from those that we would carry if we were performing the contract on our own. Under U.S. GAAP, our share of losses associated with the contracts held by the joint ventures, if and when they occur, has always been reflected in our Consolidated Financial Statements.

Certain of our joint ventures meet the definition of a VIE. In evaluating our VIEs for possible consolidation, we perform a qualitative analysis to determine whether or not we have a “controlling financial interest” in the VIE as defined by U.S. GAAP. We consolidate only those VIEs over which we have a controlling financial interest.

For the Company’s unconsolidated joint ventures, we use either the equity method of accounting or proportional consolidation. The Company does not currently participate in any significant VIEs in which it has a controlling financial interest that it does not consolidate.

There were no changes in facts and circumstances during the period that caused the Company to reassess the method of accounting for its VIEs.

#### Fair Value Measurements

The net carrying amounts of cash and cash equivalents, trade receivables and payables, and notes payable approximate Fair Value due to the short-term nature of these instruments. Similarly, we believe the carrying value of long-term debt also approximates Fair Value based on the interest rates and scheduled maturities applicable to the outstanding borrowings. Certain other assets and liabilities, such as forward contracts and an interest rate swap agreement we purchased as cash-flow hedges discussed in Note 10 — *Commitments and Contingencies - Derivative Financial Instruments* are required to be carried in our Consolidated Financial Statements at Fair Value.

The Fair Value of the Company’s reporting units (used for purposes of determining whether there is an indication of possible impairment of the carrying value of goodwill) is determined using both an income approach and a market approach. Both approaches require us to make certain estimates and judgments. Under the income approach, Fair Value is determined by using the discounted cash flows of our reporting units. Under the market approach, the Fair Values of our reporting units are determined by reference to guideline companies that are reasonably comparable to our reporting units; the Fair Values are estimated based on the valuation multiples of the invested capital associated with the guideline companies. In assessing whether there is an indication that the carrying value of goodwill has been impaired, we utilize the results of both valuation

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

techniques and consider the range of Fair Values indicated. The range of values (both ends of the range) for each reporting unit exceeded the respective book values by over 20% to 40% .

With respect to equity-based compensation (i.e., share-based payments), we estimate the Fair Value of stock options granted to employees and directors using the Black-Scholes option-pricing model. Like all option-pricing models, the Black-Scholes model requires the use of highly subjective assumptions including (i) the expected volatility of the market price of the underlying stock, and (ii) the expected term of the award, among others. Accordingly, changes in assumptions and any subsequent adjustments to those assumptions can cause drastically different Fair Values to be assigned to our stock option awards. For restricted stock units containing service and market conditions, compensation expense is based on the Fair Value of such units using a Monte Carlo simulation. Due to the uncertainties inherent in the use of assumptions and the results of applying Monte Carlo simulations and because equity awards tend to vest over several years and additional equity awards may be made in the future, the amount of expense recorded in the accompanying consolidated financial statements may not be representative of the effects on our future consolidated financial statements.

The Fair Values of the assets owned by the various pension plans that the Company sponsors are determined based on the type of asset, consistent with U.S. GAAP. Equity securities are valued by using market observable data such as quoted prices. Publicly traded corporate equity securities are valued at the last reported sale price on the last business day of the year. Securities not traded on the last business day are valued at the last reported bid price. Debt securities are valued at the last reported sale price on the last business day applicable. Real estate consists primarily of common or collective trusts, with underlying investments in real estate. They are valued using the best information available, including quoted market price, market prices for similar assets when available, internal cash flow estimates discounted at an appropriate interest rate, or independent appraisals, as appropriate. Insurance contracts, investments in infrastructure/raw goods, and hedge funds are valued using actuarial assumptions and values reported by the fund managers.

The methodologies described above and elsewhere in these Notes to Consolidated Financial Statements may produce a Fair Value measure that may not be indicative of net realizable value or reflective of future Fair Values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the Fair Value of certain financial instruments could result in a different Fair Value measurement.

Cash Equivalents

We consider all highly liquid investments with original maturities of less than three months to be cash equivalents. Cash equivalents at October 2, 2015 and September 26, 2014 consisted primarily of money market mutual funds and overnight bank deposits.

Receivables and Billings in Excess of Costs

“Receivables” include billed receivables, unbilled receivables, and retentions receivable. Billed receivables represent amounts invoiced to clients in accordance with the terms of our client contracts. They are recorded in our financial statements when they are issued. Unbilled receivables and retentions receivable represent reimbursable costs and amounts earned and reimbursable under contracts in progress as of the respective balance sheet dates. Such amounts become billable according to the contract terms, which usually consider the passage of time, achievement of certain milestones or completion of the project. We anticipate that substantially all of such unbilled amounts will be billed and collected over the next fiscal year.

Certain contracts allow us to issue invoices to clients in advance of providing services. “Billings in excess of costs” represent billings to, and cash collected from, clients in advance of work performed. We anticipate that substantially all such amounts will be earned over the next twelve months.

Property, Equipment, and Improvements

Property, equipment and improvements are carried at cost, and are shown net of accumulated depreciation and amortization in the accompanying Consolidated Balance Sheets. Depreciation and amortization is computed primarily by using the straight-line method over the estimated useful lives of the assets. The cost of leasehold improvements is amortized using the straight-line method over the lesser of the estimated useful life of the asset or the remaining term of the related lease. Estimated useful lives range from 20 to 40 years for buildings, from 3 to 10 years for equipment and from 4 to 10 years for leasehold improvements.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Goodwill and Other Intangible Assets

Goodwill represents the excess of the cost of an acquired business over the Fair Value of the net tangible and intangible assets acquired. Goodwill and intangible assets with indefinite lives are not amortized; instead, we test goodwill for possible impairment. We conduct such tests annually (or more frequently if events occur or circumstances change that would more likely than not reduce the Fair Values of our reporting units below their respective carrying values). The first step in the test is to compare the Fair Value of each of the Company's reporting units to their respective carrying amounts, including goodwill. In the event that the carrying value of a reporting unit exceeds its Fair Value, a second test is performed to measure the amount of the impairment loss, if any. In performing the annual impairment test, the Company evaluates goodwill at the reporting unit level. We have determined that our operating segment is comprised of two reporting units based on geography. Based on the results of these tests, we have determined that the Fair Value of our reporting units substantially exceeded their respective carrying values for fiscal years 2015, 2014, and 2013.

The following table provides certain information related to the Company's acquired intangible assets for each of the fiscal years presented (in thousands):

	Customer Relationships, Contracts, and Backlog	Developed Technology	Trade Names	Other	Total
Balances, September 28, 2012	\$ 217,729	\$ 20,444	\$ 3,082	\$ 2,507	\$ 243,762
Amortization	(20,731)	(1,533)	(614)	(1,130)	(24,008)
Foreign currency translation	(1,471)	—	(289)	(90)	(1,850)
Balances, September 27, 2013	195,527	18,911	2,179	1,287	217,904
Acquisitions	249,164	—	15,049	—	264,213
Amortization	(37,737)	(1,533)	(3,251)	(693)	(43,214)
Foreign currency translation	1,087	—	171	31	1,289
Balances, September 26, 2014	408,041	17,378	14,148	625	440,192
Acquisitions	(4,315)	—	(1,292)	300	(5,307)
Amortization	(39,967)	(1,533)	(4,172)	(277)	(45,949)
Foreign currency translation	(34,418)	—	(1,085)	(14)	(35,517)
Balances, October 2, 2015	\$ 329,341	\$ 15,845	\$ 7,599	\$ 634	\$ 353,419
Weighted average amortization period (years)	9.2	10.3	4.4	6.9	9.2

The weighted average amortization period includes the effects of foreign currency translation.

The above table excludes the values assigned to those intangible assets embedded in the Company's investment in AWE Management Ltd. ("AWE") and Guimar Engenharia LTDA ("Guimar"). Those amounts are included in the carrying value of the Company's investment in AWE and Guimar. The amount of amortization expense we estimate we will record during each of the next five fiscal years relating to intangible assets existing at October 2, 2015, including those associated with AWE and Guimar, is: fiscal 2016 - \$46.5 million; fiscal 2017 - \$44.5 million; fiscal 2018 - \$43.7 million; fiscal 2019 - \$42.7 million; and fiscal 2020 - \$40.4 million. The amounts reported for future amortization include the effect of exchange rate changes.

The change in goodwill during the three year period ending October 2, 2015 was due primarily to businesses acquired during fiscal 2014.

Business Combinations

On December 13, 2013, the Company acquired all of the outstanding equity interests in Sinclair Knight Merz Management Pty Limited and Sinclair Knight Merz Holdings Limited (collectively, "SKM"), a provider of engineering, design, procurement, construction and project management services, from the SKM shareholders. The Company purchased SKM for approximately \$1.2 billion in cash. SKM's results of operations have been included in the Company's consolidated results of operations since the date of acquisition. The acquisition agreement includes customary representations, warranties, and indemnities supported by an escrow account.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Included in selling, general and administrative expense for fiscal 2014 is \$9.2 million of incremental, transaction-related expenses.

The following table presents the final purchase price allocation for SKM (in thousands):

Assets:	
Cash and cash equivalents	\$ 152,051
Receivables and other current assets	371,331
Property and equipment and other	71,630
Intangible assets	202,166
Total assets	797,178
Liabilities:	
Current liabilities	351,351
Deferred tax liabilities	72,656
Long-term liabilities	20,416
Total liabilities	444,423
Net identifiable assets acquired	\$ 352,755
Goodwill	866,919
Net assets acquired	\$ 1,219,674

The following table presents the values assigned to the acquired SKM intangible assets (in thousands):

Customer relationships / backlog	\$ 193,260
Trade names	8,906
Total	\$ 202,166

The preliminary useful lives of the intangible assets acquired from SKM range from 3 to 12 years.

Some of the factors contributing to the recognition of goodwill include: (i) access to a large, highly-trained and stable workforce; (ii) the opportunity to expand our client base in Australia, Asia, South America and the U.K.; (iii) the opportunity to expand our presence in multiple industries, including: mining, infrastructure, buildings, water and energy; and (iv) the opportunity to achieve operating synergies.

The following table presents the unaudited, pro forma consolidated results of operations (in millions, except per share amounts) for fiscal year 2014 as if the acquisition of SKM operations had occurred as of September 28, 2012. The period end dates of SKM are different from those of the Company and, accordingly, certain adjustments were made to conform SKM's period end dates to those of the Company. Management believes these adjustments make the comparative data more representative of what the combined results of operations would have been over the pro forma period. The pro forma results are not necessarily indicative of (i) the results of operations that would have occurred had we actually acquired SKM on September 28, 2012; or (ii) future results of operations:

	2014
Revenues	\$ 12,944,848
Net earnings attributable to Jacobs	\$ 335,658
Basic earnings per share	\$ 2.57
Diluted earnings per share	\$ 2.54

The pro forma earnings for fiscal year 2014 were adjusted to exclude \$21.4 million of transaction-related costs incurred by both parties. For fiscal year 2014, the pro forma earnings were adjusted to reduce interest expense by \$2.3 million

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

(for a total of \$2.1 million). For fiscal year 2014, the pro forma earnings were adjusted to include net incremental intangible amortization of \$2.5 million (for a total of \$19.9 million).

The pro forma earnings for fiscal year 2014 include an expense from SKM of \$24 million related to a settlement with certain SKM shareholders regarding provisions of their shareholding plan that was settled and paid prior to the close of the business combination and recorded during the three month period ended December 27, 2013.

During fiscal year 2014, the Company also acquired Federal Network Services LLC (formerly a subsidiary of Verizon), Eagleton Engineering, LLC, FMHC Corporation, Stobarts (Nuclear) Limited, Trompeter Enterprises, and MARMAC Field Services, Inc. The operations of these acquisitions were not material to the Company's consolidated results for fiscal 2014. During fiscal 2014, we also acquired an additional 15% interest in Zamel and Turbag Consulting Engineers Company ("ZATE"), a refining, chemicals, infrastructure and civil engineering company headquartered in Al Khobar, Saudi Arabia. This transaction brought the Company's ownership in ZATE to 75%.

Foreign Currencies

In preparing our Consolidated Financial Statements, it is necessary to translate the financial statements of our subsidiaries operating outside the U.S., which are denominated in currencies other than the U.S. dollar, into the U.S. dollar. In accordance with U.S. GAAP, revenues and expenses of operations outside the U.S. are translated into U.S. dollars using weighted-average exchange rates for the applicable period(s) being translated while the assets and liabilities of operations outside the U.S. are generally translated into U.S. dollars using period-end exchange rates. The net effect of foreign currency translation adjustments is included in stockholders' equity as a component of accumulated other comprehensive income (loss) in the accompanying Consolidated Balance Sheets.

Share-Based Payments

We measure the value of services received from employees and directors in exchange for an award of an equity instrument based on the grant-date Fair Value of the award. The computed value is recognized as a non-cash cost on a straight-line basis over the period the individual provides services, which is typically the vesting period of the award with the exception of awards containing an internal performance measure which is recognized on a straight-line basis over the vesting period subject to the probability of meeting the performance requirements and adjusted for the number of shares expected to be earned. The cost of these awards is recorded in selling, general and administrative expense in the accompanying Consolidated Financial Statements.

The following table presents our stock-based compensation expense for the various types of awards made by the Company for each of the fiscal years presented (in thousands):

Award Type	2015	2014	2013
Restricted Stock and Restricted Stock Units (excluding Market and Performance Awards)	\$ 20,779	\$ 17,307	\$ 12,836
Stock Options	10,683	10,829	11,385
Market and Performance Awards	9,950	15,264	15,297
Total Expense	<u>\$ 41,412</u>	<u>\$ 43,400</u>	<u>\$ 39,518</u>

The Company has two incentive plans whereby eligible employees and directors of Jacobs may be granted stock options, restricted stock, and/or restricted stock units.

*Stock Options* —Substantially all of the stock options granted during the year were awarded on the same date (although the date is different for employees and directors). The following table presents the assumptions used in the Black-Scholes option-pricing model during each of the last three fiscal years for awards made to employees and directors:

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

	Awards Made to Employees			Awards Made to Directors		
	2015	2014	2013	2015	2014	2013
Dividend yield	0%	0%	0%	0%	0%	0%
Expected volatility	27.00%	34.25%	38.37%	29.28%	35.30%	37.65%
Risk-free interest rate	1.67%	1.79%	1.11%	1.63%	1.76%	0.95%
Expected term of options (in years)	5.82	5.82	5.82	5.82	5.82	5.82

*Performance Awards* — During fiscal years 2014 and 2013, the Company granted restricted stock units containing service, performance, and market conditions. The restricted stock unit award for these years is split equally between Relative TSR Restricted Stock Units and Net Earnings Growth Restricted Stock Units. During fiscal year 2015, the Company only granted Net Earnings Growth Restricted Stock Units.

The number of Relative TSR Restricted Stock Units in which the employee may ultimately vest shall be equal to the Relative TSR grant multiplied by the TSR Performance Multiplier. The TSR Performance Multiplier will be determined by comparing the Company's total stockholder return to the total stockholder return of each of the companies in a specified industry peer group over the three -year period immediately following the award date. For purposes of computing total stockholder return, the beginning stock price will be the average closing stock price over the 30 calendar day period ending on the award date ("Performance Period"), and the ending stock price will be the average closing price over the 30 calendar day period ending on the last day of the performance period. Any dividend payments made over the Performance Period will be deemed re-invested on the ex-dividend data in additional shares of the related Company.

The following table presents the basis on which the Relative TSR Restricted Stock Units are determined:

Company TSR Percentile Rank	TSR Performance Multiplier
Below 30th percentile	—%
30th percentile	50%
50th percentile	100%
70th percentile or above	150%

If the Company's total stockholder return over the Performance Period falls between any of the brackets described above, the TSR Performance Multiplier will be determined using straight line interpolation based on the actual percentile ranking.

Substantially all of the TSR restricted stock units awarded during the year are awarded on the same date. The following table presents the assumptions used to value the TSR restricted stock units:

	2014	2013
Dividend yield	—%	—%
Expected volatility	24.77%	29.18%
Risk-free interest rate	0.80%	0.42%
Expected term (in years)	3	3

The number of Net Earnings Growth Restricted Stock Units awarded in fiscal year 2013 in which an employee may ultimately vest shall be equal to the sum of the following: (1) an amount, not less than zero, equal to one-third of the earned Net Earnings Growth Restricted Stock Units grant multiplied by the Net Earnings Growth Performance Multiplier (or, "NEGPM", as defined) determined based upon the growth in the Company's Net Earnings (as defined) over the period starting on the first day of the Company's third quarter of fiscal 2013 and ending on the last day of the Company's second quarter of fiscal 2014; plus, (2) an amount, not less than zero, equal to (A) two-thirds of the earned Net Earnings Growth Restricted Stock Units grant multiplied by the NEGPM determined based upon the average growth in the Company's Net Earnings over the period starting on the first day of the Company's third quarter of fiscal 2013 and ending on the last day of the Company's second quarter of fiscal 2015, minus (B) the amount determined pursuant to (1) above; plus, (3) an amount, not less than zero, equal to (A) the earned Net Earnings Growth Restricted Stock Units grant multiplied by the NEGPM determined based upon the average growth in the Company's Net Earnings over the period starting on the first day of the Company's third quarter of

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

fiscal 2013 and ending on the last day of the Company's second quarter of fiscal 2016, minus (B) the amount determined pursuant to (1) and (2) above.

For Net Earnings Growth Restricted Stock Units awarded in fiscal years 2014 and 2015, all of the criteria referenced in the paragraph above are the same over the three year vesting period with the exception of the performance period. The performance periods for fiscal years 2014 and 2015 are based upon the Company's Net Earnings (as defined) over the period starting on the first day of the Company's third quarter of fiscal 2014 and ending on the last day of the Company's second quarter of fiscal 2017 and the Company's Net Earnings (as defined) over the period starting on the first day of the Company's third quarter of fiscal 2015 and ending on the last day of the Company's second quarter of fiscal 2018, respectively.

If the Company's average growth in Net Earnings over the applicable fiscal years during the respective performance periods is between 5% and 10% , 10% and 15% , or 15% and 20% , the Net Earnings Growth Performance Multiplier will be determined using straight line interpolation based on the actual average growth in the Company's consolidated net earnings attributable to Jacobs.

The following table presents the basis on which the Net Earnings Growth Restricted Stock Units are determined:

Average Net Earnings Growth	Net Earnings Growth Performance Multiplier
Less than 5%	—%
5%	50%
10%	100%
15%	150%
20%	200%

Unless stated otherwise, all other awards are valued based on the closing price of the Company's common stock as reported in the NYSE Composite Price History on their respective grant dates.

*Concentrations of Credit Risk*

Our cash balances and cash equivalents are maintained in accounts held by major banks and financial institutions located primarily in North America, South America, Europe, the Middle East, India, Australia, Africa, and Asia. In the normal course of business, and consistent with industry practices, we grant credit to our clients without requiring collateral. Concentrations of credit risk is the risk that, if we extend a significant amount of credit to clients in a specific geographic area or industry, we may experience disproportionately high levels of default if those clients are adversely affected by factors particular to their geographic area or industry. Concentrations of credit risk relative to trade receivables are limited due to our diverse client base, which includes the U.S. federal government and multi-national corporations operating in a broad range of industries and geographic areas. Additionally, in order to mitigate credit risk, we continually evaluate the credit worthiness of our major commercial clients.

*Use of Estimates and Assumptions*

The preparation of financial statements in conformity with U.S. GAAP requires us to employ estimates and make assumptions that affect the reported amounts of certain assets and liabilities; the revenues and expenses reported for the periods covered by the financial statements; and certain amounts disclosed in these Notes to the Consolidated Financial Statements. Although such estimates and assumptions are based on management's most recent assessment of the underlying facts and circumstances utilizing the most current information available and past experience, actual results could differ significantly from those estimates and assumptions. Our estimates, judgments, and assumptions are evaluated periodically and adjusted accordingly.

Earlier in these Notes to Consolidated Financial Statements we discussed three significant accounting policies that rely on the application of estimates and assumptions: revenue recognition for long-term construction contracts; the process for testing goodwill for possible impairment; and the accounting for share-based payments to employees and directors. The following is a discussion of certain other significant accounting policies that rely on the use of estimates:



**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

*Accounting for Pensions* — We use certain assumptions and estimates in order to calculate periodic pension cost and the value of the assets and liabilities of our pension plans. These assumptions involve discount rates, investment returns, and projected salary increases, among others. Changes in the actuarial assumptions may have a material effect on the plans' liabilities and the projected pension expense.

*Accounting for Income Taxes* — We determine our consolidated income tax expense using the asset and liability method prescribed by U.S. GAAP. Under this method, deferred tax assets and liabilities are recognized for the temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and income tax purposes. Such deferred tax assets and liabilities are adjusted, as appropriate, to reflect changes in tax rates expected to be in effect when the temporary differences reverse. If and when we determine that a deferred tax asset will not be realized for its full amount, we will recognize and record a valuation allowance with a corresponding charge to earnings. Judgment is required in determining our worldwide provision for income taxes. In the normal course of business, we may engage in numerous transactions every day for which the ultimate tax outcome (including the period in which the transaction will ultimately be included in taxable income or deducted as an expense) is uncertain. Additionally, we file income, franchise, gross receipts and similar tax returns in many jurisdictions. Our tax returns are subject to audit and investigation by the Internal Revenue Service, most states in the U.S., and by various government agencies representing many jurisdictions outside the U.S.

*Contractual Guarantees, Litigation, Investigations, and Insurance* — In the normal course of business, we are subject to certain contractual guarantees and litigation. We record in the Consolidated Balance Sheets amounts representing our estimated liability relating to such guarantees, litigation, and insurance claims. We perform an analysis to determine the level of reserves to establish for both insurance-related claims that are known and have been asserted against us as well as for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our Consolidated Statements of Earnings. In addition, as a contractor providing services to various agencies of the U.S. federal government, we are subject to many levels of audits, investigations, and claims by, or on behalf of, the U.S. federal government with respect to contract performance, pricing, costs, cost allocations, and procurement practices. We adjust revenues based upon the amounts we expect to realize considering the effects of any client audits or governmental investigations.

*Accounting for Business Combinations* — U.S. GAAP requires that the purchase price paid for business combinations accounted for using the acquisition method be allocated to the assets and liabilities acquired based on their respective Fair Values. Determining the Fair Value of contract assets and liabilities acquired often requires estimates and judgments regarding, among other things, the estimated cost to complete such contracts. The Company must also make certain estimates and judgments relating to other assets and liabilities acquired as well as any identifiable intangible assets acquired.

*New Accounting Pronouncements*

In May 2014, the FASB issued ASU No. 2014-09— *Revenue from Contracts with Customers* . The new guidance provided by ASU 2014-09 is intended to remove inconsistencies and perceived weaknesses in the existing revenue requirements, provide a more robust framework for addressing revenue issues, improve comparability, provide more useful information and simplify the preparation of financial statements. ASU 2014-09 was initially effective for annual and interim reporting periods beginning after December 15, 2016. On July 9, 2015 the FASB approved a one year deferral of the effective date of this standard. The revised effective date for the standard is for annual reporting periods beginning after December 15, 2017 and interim periods therein. The FASB also approved changes allowing for early adoption of the standard as of the original effective date. The Company continues to evaluate the impact that the new guidance may have on the consolidated financial statements.

In April 2015, the FASB issued ASU No. 2015-03— *Simplifying the Presentation of Debt Issuance Costs* . ASU 2015-03 was issued to simplify the presentation of debt issuance costs by requiring such costs to be presented as a deduction from the corresponding debt liability. Through this ASU, the FASB intends to make the presentation of debt issuance costs consistent with the presentation of debt discounts or premiums. The guidance is effective for financial statements issued for fiscal years beginning after December 15, 2015, and interim periods within those fiscal years. Early adoption is permitted. The Company does not believe the adoption of this ASU will have a material effect on its consolidated financial statements.

In May 2015, the FASB issued Accounting Standards Update 2015-07— *Disclosures for Investments in Certain Entities that Calculate Net Asset Value Per Share (or its Equivalent)* . ASU 2015-07 removes the requirement to categorize within the fair value hierarchy investments for which fair values are estimated using the net asset value practical expedient provided by ASC 820— *Fair Value Measurement* . Disclosures about investments in certain entities that calculate net asset value per share are limited under ASU 2015-07 to those investments for which the entity has elected to estimate the fair value using the net

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

asset value practical expedient. ASU 2015-07 is effective for entities (other than public business entities) for fiscal years beginning after December 15, 2016, with retrospective application to all periods presented. Early application is permitted. The Company is evaluating the impacts of the ASU, but does not expect the impacts to be material to its consolidated financial statements.

### 3. Employee Stock Purchase and Stock Option Plans

#### *Broad-Based, Employee Stock Purchase Plans*

Under the 1989 ESPP and the GESPP, eligible employees who elect to participate in these plans are granted the right to purchase shares of the common stock of Jacobs at a discount that is limited to 5% of the per-share market value on the day shares are sold to employees. The following table summarizes the stock issuance activity under the 1989 ESPP and the GESPP during each of the last three fiscal years:

	2015	2014	2013
<b>Aggregate Purchase Price Paid for Shares Sold:</b>			
Under the 1989 ESPP	\$ 28,621,800	\$ 30,354,723	\$ 30,012,848
Under the GESPP	3,535,479	3,314,046	3,068,578
Total	<u>\$ 32,157,279</u>	<u>\$ 33,668,769</u>	<u>\$ 33,081,426</u>
<b>Aggregate Number of Shares Sold:</b>			
Under the 1989 ESPP	696,853	553,201	642,675
Under the GESPP	84,361	59,883	64,963
Total	<u>781,214</u>	<u>613,084</u>	<u>707,638</u>

At October 2, 2015, there remains 1,163,967 shares reserved for issuance under the 1989 ESPP and 127,824 shares reserved for issuance under the GESPP.

#### *Stock Incentive Plans*

We also sponsor the 1999 SIP and the 1999 ODSP. The 1999 SIP provides for the issuance of incentive stock options, nonqualified stock options, share appreciation rights ("SAR"), restricted stock, and restricted stock units to employees. The 1999 ODSP provides for awards of shares of common stock, restricted stock, and restricted stock units, and grants of nonqualified stock options to our outside (i.e., nonemployee) directors. The following table sets forth certain information about the 1999 Plans:

	1999 SIP	1999 ODSP	Total
Number of shares authorized	29,850,000	800,000	30,650,000
Number of remaining shares reserved for issuance at October 2, 2015	10,894,091	323,500	11,217,591
Number of shares relating to outstanding stock options at October 2, 2015	3,790,332	282,375	4,072,707
Number of shares available for future awards:			
At October 2, 2015	7,103,759	41,125	7,144,884
At September 26, 2014	7,118,672	90,125	7,208,797

Effective September 28, 2012, all grants of shares under the 1999 SIP are issued on a fungible share basis. An award of an option or SAR counts as 1.00 share issued under the 1999 SIP Plan. A grant other than an option or SAR counts as 1.92 shares issued under the 1999 SIP Plan.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the Fair Value of shares (of restricted stock and restricted stock units) vested during each of the last three fiscal years (in thousands):

	2015	2014	2013
Restricted Stock and Restricted Stock Units (service condition)	18,568	6,820	13,054
Restricted Stock Units (service, market, and performance conditions at target)	11,264	18,675	—
<b>Total</b>	<b>\$ 29,832</b>	<b>\$ 25,495</b>	<b>\$ 13,054</b>

The following table presents the Company's total pre-tax compensation cost relating to share-based payments included in the accompanying Consolidated Statements of Earnings (in thousands):

2015	2014	2013
\$ 41,412	\$ 43,400	\$ 39,518

At October 2, 2015, the amount of compensation cost relating to nonvested awards not yet recognized in the financial statements is approximately \$109.8 million. The majority of the unrecognized compensation costs will be recognized by the first quarter of fiscal 2019. The weighted average remaining contractual term of options currently exercisable is 5.4 years.

Stock Options

The following table summarizes the stock option activity for each of the last three fiscal years:

	Number of Stock Options	Weighted Average Exercise Price
Outstanding at September 28, 2012	5,756,734	\$ 47.23
Granted	753,450	\$ 54.71
Exercised	(1,782,371)	\$ 37.00
Cancelled or expired	(121,601)	\$ 50.22
Outstanding at September 27, 2013	4,606,212	\$ 52.33
Granted	602,525	\$ 53.51
Exercised	(718,065)	\$ 47.18
Cancelled or expired	(269,525)	\$ 54.46
Outstanding at September 26, 2014	4,221,147	\$ 53.23
Granted	614,759	\$ 43.56
Exercised	(34,000)	\$ 31.54
Cancelled or expired	(729,199)	\$ 86.15
Outstanding at October 2, 2015	4,072,707	\$ 46.06

Stock options outstanding at October 2, 2015 consisted entirely of nonqualified stock options. The following table presents the total intrinsic value of stock options exercised during each of the last three fiscal years (in thousands):

2015	2014	2013
\$ 442	\$ 9,590	\$ 22,163

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The total intrinsic value of stock options exercisable at October 2, 2015, was approximately \$0.2 million. The following table presents certain other information regarding our 1999 Plans:

	2015	2014	2013
<b>At fiscal year end:</b>			
Range of exercise prices for options outstanding	\$32.51–\$80.63	\$25.87–\$94.11	\$20.98–\$94.11
Number of options exercisable	2,590,560	2,725,980	3,034,111
<b>For the fiscal year:</b>			
Range of prices relating to options exercised	\$25.87–\$42.74	\$20.98–\$57.54	\$18.49–\$56.95
Estimated weighted average Fair Values of options granted	\$ 13.41	\$ 19.04	\$ 20.64

The following table presents certain information regarding stock options outstanding, and stock options exercisable at October 2, 2015:

Range of Exercise Prices	Options Outstanding			Options Exercisable	
	Number	Weighted Average Remaining Contractual Life (years)	Weighted Average Price	Number	Weighted Average Exercise Price
\$32.51 - \$37.32	519,375	6.39	\$ 37.01	394,625	\$ 37.00
\$37.43 - \$46.37	2,057,796	5.86	42.74	1,429,761	42.40
\$47.11 - \$55.53	1,401,461	7.38	53.00	709,699	52.22
\$60.08 - \$80.63	94,075	5.98	65.33	56,475	68.64
	<u>4,072,707</u>	<u>6.56</u>	<u>\$ 46.06</u>	<u>2,590,560</u>	<u>\$ 44.84</u>

The 1999 Plans allow participants to satisfy the exercise price of stock options by tendering shares of Jacobs common stock that have been owned by the participants for at least six months. Shares so tendered are retired and canceled, and are shown as repurchases of common stock in the accompanying Consolidated Statements of Stockholders' Equity.

The following table presents the number of shares of restricted stock and restricted stock units issued under the 1999 SIP during each of the last three fiscal years:

	2015	2014	2013
Restricted stock	507,882	589,150	445,200
Restricted stock units (service condition)	126,635	287,545	107,500
Restricted stock units (service, market, and performance conditions at target)	219,965	432,700	471,250

Notes:

The amount of restricted stock units issued for awards with performance and market conditions in the above table are based on the target amount. The number of shares ultimately issued, which could be greater or less than target, will be based on achieving specific performance conditions described in Note 2 – *Significant Accounting Policies*.

The share amounts in the above tables reflect the non-fungible share counting of 1 shares for each share of restricted stock and restricted stock unit issued.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the number of shares of restricted stock and restricted stock units cancelled and withheld for taxes under the 1999 SIP during each of the last three fiscal years:

	2015	2014	2013
Restricted stock	326,480	147,221	128,923
Restricted stock units (service condition)	70,296	12,333	3,385
Restricted stock units (service, market, and performance conditions at target)	194,116	52,000	32,000

Notes :

The amount of restricted stock units cancelled for awards with market and performance conditions in the above table is based on the target amount.

The share amounts in the above tables reflect the non-fungible share counting of 1 shares for each share of restricted stock and restricted stock unit issued.

The restrictions attached to restricted stock and restricted stock units generally relate to the recipient's ability to sell or otherwise transfer the stock or stock units. There are also restrictions that subject the stock and stock units to forfeiture back to the Company until earned by the recipient through continued employment or service.

The following table provides the number of shares of restricted stock and restricted stock units outstanding at October 2, 2015 under the 1999 SIP. Shares granted prior to September 29, 2012 were granted on a 1 -to-1 basis ("Not Fungible"). Shares Granted after September 28, 2012 were issued on a 1.92 -to-1.00 basis ("Fungible"):

	Not Fungible	Fungible	Total
Restricted stock	459,100	1,351,732	1,810,832
Restricted stock units (service condition)	87,960	455,245	543,205
Restricted stock units (service, market, and performance conditions at target)	—	884,219	884,219

The following table presents the number of shares of restricted stock and restricted stock units issued under the 1999 ODSP during each of the last three fiscal years:

	2015	2014	2013
Restricted stock units (service condition)	13,500	15,000	13,500

The following table provides the number of shares of restricted stock and restricted stock units outstanding at October 2, 2015 under the 1999 ODSP:

	2015
Restricted stock	40,000
Restricted stock units (service condition)	76,000

All shares granted under the 1999 ODSP are issued on a 1 -to-1 basis.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**4. Earnings Per Share***Basic and Diluted Earnings Per Share*

The following table (i) reconciles the denominator used to compute Basic EPS to the denominator used to compute Diluted EPS for each of the last three fiscal years, and (ii) discloses the number of antidilutive stock options, shares of restricted stock, and restricted stock units outstanding at the end of each of the fiscal years indicated (in thousands):

	2015	2014	2013
Shares used to calculate EPS:			
Weighted average shares outstanding (denominator used to compute basic EPS)	125,007	130,483	129,288
Effect of stock options and restricted stock	1,103	1,888	1,657
Denominator used to compute diluted EPS	126,110	132,371	130,945
Antidilutive stock options, shares of restricted stock, and restricted stock units	3,237	2,074	2,603

*Share Repurchases*

On August 19, 2014, the Company's Board of Directors authorized a share repurchase program of up to \$500 million of the Company's common stock over a three year period (the "2014 Share Repurchase Program"). As of October 2, 2015, the Company exhausted the repurchase capacity under the authorization. As authorized, share repurchases may be executed through various means including, without limitation, open market transactions, privately negotiated transactions or otherwise. The share repurchase program did not obligate the Company to purchase any shares, and would have expired on August 19, 2017.

The following table summarizes the activity under this program during fiscal 2015 (in thousands, except per-share amounts):

Amount Authorized (in thousands)	Average Price Per Share (1)	Total Shares Retired	Shares Repurchased 2015
\$ 500,000	\$ 43.33	9,746	422,315,657
			9,746

(1) Includes commissions paid and calculated as the average price per share since the repurchase program authorization date.

On July 23, 2015, the Board of Directors approved a program to purchase up to an additional \$500 million of the Company's common stock over the next three years (the "2015 Share Repurchase Program"). The new share repurchase authorization is subject to the same general terms and conditions as the prior share repurchase authorization summarized above.

**5. Borrowings***Short-Term Credit Arrangements*

The Company maintains both committed and uncommitted credit arrangements with several banks providing for short-term borrowing capacity and overdraft protection. There were borrowings of \$13.4 million outstanding under these short-term credit facilities at a weighted average interest rate of 2.3% at October 2, 2015, and there were borrowings of \$36.7 million outstanding under these short-term credit facilities at September 26, 2014.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

Long-term Debt

On February 7, 2014, Jacobs and certain of its subsidiaries entered into a \$1.6 billion long-term unsecured, revolving credit facility (the "2014 Facility") with a syndicate of large, U.S. and international banks and financial institutions. The following table presents certain information regarding the Company's long-term revolving credit facilities at October 2, 2015, and September 26, 2014 (dollars in thousands):

2015		2014	
Principal Balance Outstanding	Range of Interest Rates	Principal Balance Outstanding	Range of Interest Rates
\$ 584,434	1.0% – 1.51%	\$ 764,075	1.0% – 1.51%

The total amount outstanding under the 2014 Facility in the form of direct borrowings at October 2, 2015 was \$0.6 billion. The Company has issued \$2.5 million in letters of credit leaving \$1.0 billion of available borrowing capacity under the 2014 Facility at October 2, 2015. In addition, the Company had \$233.9 million issued under separate, committed and uncommitted letter-of-credit facilities for total issued letters of credit of \$236.4 million at October 2, 2015.

The 2014 Facility expires in February 2019 and permits the Company to borrow under two separate tranches in U.S. dollars, certain specified foreign currencies, and any other currency that may be approved in accordance with the terms of the 2014 Facility. Depending on the Company's Consolidated Leverage Ratio, borrowings under the 2014 Facility will bear interest at either a eurocurrency rate plus a margin of between 1.0% and 1.5% or a base rate plus a margin of between 0% and 0.5%. The 2014 Facility also provides for a financial letter of credit subfacility of \$300.0 million, permits performance letters of credit, and provides for a \$50.0 million subfacility for swingline loans. Letters of credit are subject to fees based on the Company's Consolidated Leverage Ratio at the time any such letter of credit is issued. The 2014 Facility also provides an accordion feature that allows the Company and the lenders to increase the facility amount to \$2.1 billion. The Company pays a facility fee of between 0.100% and 0.25% per annum depending on the Company's Consolidated Leverage Ratio. Amounts outstanding under the 2014 Facility may be prepaid at the option of the Company without premium or penalty, subject to customary breakage fees in connection with the prepayment of eurocurrency loans. The 2014 Facility contains affirmative, negative, and financial covenants customary for financings of this type including, among other things, limitations on certain other indebtedness, loans and investments, liens, mergers, asset sales and transactions with affiliates. In addition, the 2014 Facility contains customary events of default. We were in compliance with our debt covenants at October 2, 2015.

The following table presents certain additional information regarding the Company's long-term debt for the fiscal years shown:

	2015	2014
Maximum amount outstanding at any month-end during the fiscal year	\$ 1,006,899	\$ 1,036,066
Average amount outstanding during the year	\$ 943,258	\$ 866,264
Weighted average interest rate during the year	1.28%	1.18%

The following table presents the amount of interest paid by the Company during each of the last three fiscal years (in thousands):

2015	2014	2013
\$ 15,506	\$ 13,841	\$ 6,685

**6. Pension and Other Postretirement Benefit Plans**

Company-Only Sponsored Plans

We sponsor various defined benefit pension plans covering employees of certain U.S. and international subsidiaries. The pension plans provide pension benefits that are based on the employee's compensation and years of service. Our funding policy is to fund the actuarially determined accrued benefits where applicable, allowing for projected compensation increases using the projected unit method.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The accounting for pension and other post-retirement benefit plans requires the use of assumptions and estimates in order to calculate periodic benefit cost and the value of the plans' assets and benefit obligations. These assumptions include discount rates, investment returns, and projected salary increases, amongst others. The discount rates used in valuing the plans' benefit obligations were determined with reference to high quality corporate and government bonds that are appropriately matched to the duration of each plan's obligations. The expected long-term rate of return on plan assets is generally based on using country-specific simulation models which select a single outcome for expected return based on the target asset allocation. The expected long-term-rates of return used in the valuation are the annual average returns generated by these assumptions over a 20 year period for each asset class based on the expected long-term rate of return of the underlying assets.

The following table sets forth the changes in the plans' combined net benefit obligation (segregated between plans existing within and outside the U.S.) during each of the fiscal years presented (in thousands):

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Net benefit obligation at the beginning of the year	\$ 495,788	\$ 468,439	\$ 1,196,520	\$ 1,307,331
Service cost	12,045	12,077	21,374	25,374
Interest cost	20,629	22,041	44,659	54,208
Participants' contributions	2,743	3,095	4,402	9,082
Actuarial losses	42,749	27,076	30,238	105,838
Benefits paid	(40,289)	(35,634)	(35,662)	(33,387)
Curtailments and settlements	—	—	(5,763)	(269,580)
Plan amendments	—	(1,306)	(1,612)	—
Effect of exchange rate changes	—	—	(98,564)	(2,346)
Net benefit obligation at the end of the year	\$ 533,665	\$ 495,788	\$ 1,155,592	\$ 1,196,520

The following table sets forth the changes in the combined Fair Value of the plans' assets (segregated between plans existing within and outside the U.S.) during each of the fiscal years presented (in thousands):

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Fair Value of plan assets at the beginning of the year	\$ 415,350	\$ 390,777	\$ 876,171	\$ 982,479
Actual return on plan assets	(1,754)	45,484	86,411	130,665
Employer contributions	3,857	11,628	39,326	57,977
Participants' contributions	2,743	3,095	4,402	9,082
Gross benefits paid	(40,289)	(35,634)	(35,662)	(33,387)
Curtailments/settlements	—	—	(1,646)	(268,486)
Effect of exchange rate changes	—	—	(72,704)	(2,159)
Fair Value of plan assets at the end of the year	\$ 379,907	\$ 415,350	\$ 896,298	\$ 876,171



**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table reconciles the combined funded statuses of the plans recognized in the accompanying Consolidated Balance Sheets at October 2, 2015 , and September 26, 2014 (segregated between plans existing within and outside the U.S.) (in thousands):

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Net benefit obligation at the end of the year	\$ 533,665	\$ 495,788	\$ 1,155,592	\$ 1,196,520
Fair Value of plan assets at the end of the year	379,907	415,350	896,298	876,171
Under-funded amount recognized at the end of the year	<u>\$ 153,758</u>	<u>\$ 80,438</u>	<u>\$ 259,294</u>	<u>\$ 320,349</u>

The following table presents the accumulated benefit obligation at October 2, 2015 , and September 26, 2014 (segregated between plans existing within and outside the U.S.) (in thousands):

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Accumulated benefit obligation at the end of the year	\$ 488,024	\$ 455,245	\$ 1,113,016	\$ 1,128,715

The following table presents the amounts recognized in the accompanying Consolidated Balance Sheets at October 2, 2015 and September 26, 2014 (segregated between plans existing within and outside the U.S.) (in thousands):

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Prepaid benefit cost included in prepaid assets	\$ —	\$ —	\$ 4,054	\$ 7,123
Accrued benefit cost included in current liabilities	—	—	381	1,447
Accrued benefit cost included in noncurrent liabilities	153,758	80,438	262,967	326,025
Net amount recognized at the end of the year	<u>\$ 153,758</u>	<u>\$ 80,438</u>	<u>\$ 259,294</u>	<u>\$ 320,349</u>

Included in the tables are amounts relating to a U.S. pension plan, the participating employees in which are assigned to, and work exclusively on, a specific operating contract with the U.S. federal government. It is the intention of the parties to this contract that the cost of this pension plan will be fully reimbursed by the U.S. federal government pursuant to applicable cost accounting standards. Accordingly, included in “Miscellaneous Noncurrent Assets” in the accompanying Consolidated Balance Sheet at October 2, 2015 is a receivable from the U.S. federal government of approximately \$115.5 million ( \$61.1 million at September 26, 2014 ) representing the underfunded amount for this pension plan.

The following table presents the significant actuarial assumptions used in determining the funded statuses and the following year's benefit cost of the Company's U.S. plans for each fiscal year presented:

	2015	2014	2013
Weighted average discount rates	3.9% to 4.0%	3.9% to 4.4%	4.4% to 5.0%
Rates of compensation increases	3.00%	2.95%	2.80%
Expected long-term rates of return on plan assets	7.4%	7.7%	7.7%

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the significant actuarial assumptions used in determining the funded statuses and the following year's benefit cost of the Company's non-U.S. pension plans for each fiscal year presented:

	2015	2014	2013
Weighted average discount rates	1.6% to 7.8%	1.8% to 8.8%	0.4% to 9.3%
Rates of compensation increases	2.4% to 7.5%	2.6% to 7.5%	2.5% to 7.5%
Expected long-term rates of return on plan assets	3.5% to 8.5%	4.5% to 8.5%	0.4% to 8.5%

The following table presents certain amounts relating to our U.S. pension plans recognized in accumulated other comprehensive loss at October 2, 2015, September 26, 2014 and September 27, 2013 (in thousands):

	2015	2014	2013
Arising during the period:			
Net actuarial (gain) loss	\$ 12,237	\$ 1,378	\$ (15,850)
Reclassification adjustments:			
Net actuarial gain	(2,347)	(2,255)	(2,674)
<b>Total</b>	<b>\$ 9,890</b>	<b>\$ (877)</b>	<b>\$ (18,524)</b>

The following table presents certain amounts relating to our non-U.S. pension plans recognized in accumulated other comprehensive loss at October 2, 2015, September 26, 2014 and September 27, 2013 (in thousands):

	2015	2014	2013
Arising during the period:			
Net actuarial loss (gain)	\$ (27,165)	\$ 48,752	\$ 27,417
Prior service cost (benefit)	(1,512)	(1)	297
Total	(28,677)	48,751	27,714
Reclassification adjustments:			
Net actuarial gain	(14,034)	(12,914)	(9,778)
Prior service cost (benefit)	51	(19)	41
Total	(13,983)	(12,933)	(9,737)
<b>Total</b>	<b>\$ (42,660)</b>	<b>\$ 35,818</b>	<b>\$ 17,977</b>

The following table presents certain amounts relating to our pension plans recorded in accumulated other comprehensive loss that have not yet been recognized as components of net periodic benefit cost at October 2, 2015, and September 26, 2014 (segregated between U.S. and non-U.S. plans) (in thousands):

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Net actuarial loss	\$ 59,458	\$ 49,569	\$ 208,929	\$ 263,913
Prior service cost	—	—	(1,947)	(487)
<b>Total</b>	<b>\$ 59,458</b>	<b>\$ 49,569</b>	<b>\$ 206,982</b>	<b>\$ 263,426</b>

The following table presents the amount of accumulated comprehensive income that will be amortized against earnings as part of our net periodic benefit cost in fiscal 2016 based on 2015 exchange rates (segregated between U.S. and non-U.S. plans) (in thousands):

	U.S. Pension Plans	Non-U.S. Pension Plans
Unrecognized net actuarial loss	\$ 8,876	\$ 14,176
Unrecognized prior service cost	(235)	(245)
<b>Accumulated comprehensive loss to be recorded against earnings</b>	<b>\$ 8,641</b>	<b>\$ 13,931</b>

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

We consider various factors in developing the estimates for the expected, long-term rates of return on plan assets. These factors include the projected, long-term rates of returns on the various types of assets in which the plans invest, as well as historical returns. In general, investment allocations are determined by each plan's trustees and/or investment committees. The objectives of the plans' investment policies are to (i) maximize returns while preserving capital; (ii) provide returns sufficient to meet the current and long-term obligations of the plan as the obligations become due; and (iii) maintain a diversified portfolio of assets so as to reduce the risk associated with having a disproportionate amount of the plans' total assets invested in any one type of asset, issuer or geography. None of our pension plans hold Jacobs common stock directly (although some plans may hold shares indirectly through investments in mutual funds). The plans' weighted average asset allocations at October 2, 2015, and September 26, 2014 (the measurement dates used in valuing the plans' assets and liabilities) were as follows:

	U.S. Pension Plans		Non-U.S. Pension Plans	
	2015	2014	2015	2014
Equity securities	70%	75%	25%	29%
Debt securities	21%	21%	31%	32%
Real estate investments	3%	—%	7%	7%
Other	6%	4%	37%	32%

The following table presents the Fair Value of the Company's Domestic U.S. plan assets at October 2, 2015, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	Fair Values By Level of Fair Value Measurement Inputs		
	Level 1	Level 3	Total
Domestic equities	\$ 225,362	\$ —	\$ 225,362
Overseas equities	41,414	—	41,414
Domestic bonds	80,804	—	80,804
Cash and equivalents	6,041	—	6,041
Real estate	—	9,914	9,914
Hedge funds	—	16,372	16,372
<b>Total</b>	<b>\$ 353,621</b>	<b>\$ 26,286</b>	<b>\$ 379,907</b>

The following table presents the Fair Value of the Company's non-U.S. pension plan assets at October 2, 2015, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	Fair Values By Level of Fair Value Measurement Inputs		
	Level 1	Level 3	Total
Domestic equities	\$ 28,007	\$ —	\$ 28,007
Overseas equities	198,309	—	198,309
Domestic bonds	203,266	—	203,266
Overseas bonds	71,545	—	71,545
Cash and equivalents	39,933	—	39,933
Real estate	—	61,996	61,996
Insurance contracts	—	32,522	32,522
Hedge funds	—	260,720	260,720
<b>Total</b>	<b>\$ 541,060</b>	<b>\$ 355,238</b>	<b>\$ 896,298</b>

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the Fair Value of the Company's U.S. pension plan assets at September 26, 2014, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	Fair Values By Level of Fair Value Measurement Inputs		
	Level 1	Level 3	Total
Domestic equities	\$ 268,674	\$ —	\$ 268,674
Overseas equities	40,587	—	40,587
Domestic bonds	85,853	—	85,853
Cash and equivalents	3,932	—	3,932
Hedge funds	—	16,304	16,304
<b>Total</b>	<b>\$ 399,046</b>	<b>\$ 16,304</b>	<b>\$ 415,350</b>

The following table presents the Fair Value of the Company's Non-U.S. pension plan assets at September 26, 2014, segregated by level of Fair Value measurement inputs within the Fair Value hierarchy promulgated by U.S. GAAP (in thousands):

	Fair Values By Level of Fair Value Measurement Inputs		
	Level 1	Level 3	Total
Domestic equities	\$ 33,842	\$ —	\$ 33,842
Overseas equities	218,779	—	218,779
Domestic bonds	198,344	—	198,344
Overseas bonds	76,349	—	76,349
Cash and equivalents	37,487	—	37,487
Real estate	—	59,966	59,966
Insurance contracts	—	37,468	37,468
Hedge funds	—	213,936	213,936
<b>Total</b>	<b>\$ 564,801</b>	<b>\$ 311,370</b>	<b>\$ 876,171</b>

At October 2, 2015 and September 26, 2014, the Company holds no assets in the U.S. or non-U.S. pension plans that use Level 2 fair value measurement inputs.

The following table summarizes the changes in the Fair Value of the Company's U.S. Pension Plans' Level 3 assets for the year ended October 2, 2015 (in thousands):

	Real Estate	Hedge Funds
Balance, beginning of year	\$ —	\$ 16,304
Purchases, sales, and settlements	10,616	—
Realized and unrealized gains (losses)	—	68
Transfers	(702)	—
<b>Balance, end of year</b>	<b>\$ 9,914</b>	<b>\$ 16,372</b>

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table summarizes the changes in the Fair Value of the Company's non-U.S. Pension Plans' Level 3 assets for the year ended October 2, 2015 (in thousands):

	Real Estate	Insurance Contracts	Hedge Funds
Balance, beginning of year	\$ 59,966	\$ 37,468	\$ 213,936
Purchases, sales, and settlements	1,271	526	4,760
Realized and unrealized gains	5,390	1,353	54,719
Transfers	—	—	—
Effect of exchange rate changes	(4,631)	(6,825)	(12,695)
Balance, end of year	<u>\$ 61,996</u>	<u>\$ 32,522</u>	<u>\$ 260,720</u>

The following table summarizes the changes in the Fair Value of the Company's U.S. Pension Plans' Level 3 assets for the year ended September 26, 2014 (in thousands):

	Real Estate	Hedge Funds
Balance, beginning of year	\$ 4,411	\$ 15,511
Sales	(4,411)	—
Realized and unrealized losses	—	793
Balance, end of year	<u>\$ —</u>	<u>\$ 16,304</u>

The following table summarizes the changes in the Fair Value of the Company's non-U.S. Pension Plans' Level 3 assets for the year ended September 26, 2014 (in thousands):

	Infrastructure / Raw Goods	Real Estate	Insurance Contracts	Hedge Funds
Balance, beginning of year	\$ 7,076	\$ 57,173	\$ 21,214	\$ 246,389
Purchases, sales, and settlements	(8,125)	(6,022)	975	4,915
Realized and unrealized gains	1,025	8,341	926	(41,096)
Transfers	—	—	15,756	—
Effect of exchange rate changes	24	474	(1,403)	3,728
Balance, end of year	<u>\$ —</u>	<u>\$ 59,966</u>	<u>\$ 37,468</u>	<u>\$ 213,936</u>

The following table presents the amount of cash contributions we anticipate making into the plans during fiscal 2016 (in thousands):

U.S. Pension Plans	Non-U.S. Pension Plans
\$ 15,100	\$ 30,830

The following table presents the total benefit payments expected to be paid to pension plan participants during each of the next five fiscal years, and in total for the five years thereafter (in thousands):

	U.S. Pension Plans	Non-U.S. Pension Plans
2016	\$ 43,155	\$ 30,242
2017	47,442	31,632
2018	41,798	33,959
2019	44,240	35,833
2020	44,697	35,869
For the periods 2021 through 2025	216,232	224,452

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the components of net periodic benefit cost for the Company's U.S. pension plans recognized in the accompanying Consolidated Statements of Earnings for each of the last three fiscal years (in thousands):

	2015	2014	2013
Service cost	\$ 12,045	\$ 12,077	\$ 13,814
Interest cost	20,629	22,041	18,569
Expected return on plan assets	(29,526)	(28,495)	(25,826)
Actuarial loss	3,756	3,608	8,030
Prior service cost	(239)	(103)	(103)
Net pension cost, before special items	6,665	9,128	14,484
Special termination benefits	—	—	29
Total net periodic pension cost recognized	<u>\$ 6,665</u>	<u>\$ 9,128</u>	<u>\$ 14,513</u>

The following table presents the components of net periodic benefit cost for the Company's Non-U.S. pension plans recognized in the accompanying Consolidated Statements of Earnings for each of the last three fiscal years (in thousands):

	2015	2014	2013
Service cost	\$ 21,374	\$ 25,374	\$ 30,117
Interest cost	44,659	54,208	51,331
Expected return on plan assets	(53,052)	(56,394)	(54,817)
Actuarial loss	17,398	15,993	13,276
Prior service cost	(96)	(28)	(43)
Net pension cost, before special items	30,283	39,153	39,864
Curtailments and settlements	255	(15,894)	(383)
Total net periodic pension cost recognized	<u>\$ 30,538</u>	<u>\$ 23,259</u>	<u>\$ 39,481</u>

Multiemployer Plans

In Canada and the U.S., we contribute to various trustee pension plans covering hourly construction employees under industry-wide agreements. We also contribute to various trustee plans in Australia and certain countries in Europe covering both hourly and certain salaried employees. Contributions are based on the hours worked by employees covered under these agreements and are charged to direct costs of contracts on a current basis.

The majority of the contributions the Company makes to multiemployer pension plans is outside the U.S. With respect to these multiemployer plans, the Company's liability to fund these plans is generally limited to the contributions we are required to make under collective bargaining agreements.

Based on our review of our multiemployer pension plans under the guidance provided in ASU 2011-09— *Compensation-Retirement Benefits-Multiemployer Plans*, we have concluded that none of the multiemployer pension plans into which we contribute are individually significant to our Consolidated Financial Statements.

The following table presents the Company's contributions to these multiemployer plans during each of the last three fiscal years (in thousands):

	2015	2014	2013
Canada	\$ 42,575	\$ 56,341	\$ 72,660
Europe	10,902	12,693	12,930
United States	5,968	4,485	4,366
Total	<u>\$ 59,445</u>	<u>\$ 73,519</u>	<u>\$ 89,956</u>

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**7. Other Comprehensive Income**

The following table presents amounts reclassified from changes in pension liabilities in other comprehensive income to direct cost of contracts and selling, general and administrative expenses in the Company's Consolidated Statements of Earnings for the periods presented related to the Company's defined benefit pension plans (in thousands):

	2015	2014	2013
Amortization of Defined Benefit Items:			
Actuarial losses	\$ (21,153)	\$ (19,601)	\$ (17,554)
Prior service benefit	96	28	43
Total Before Income Tax	(21,057)	(19,573)	(17,511)
Income Tax Benefit	4,727	4,385	5,859
Total reclassifications after-tax	\$ (16,330)	\$ (15,188)	\$ (11,652)

**8. Savings and Deferred Compensation Plans**

*Savings Plans*

We sponsor various defined contribution savings plans which allow participants to make voluntary contributions by salary deduction. Such plans cover substantially all of our domestic, nonunion employees in the U.S. and are qualified under Section 401(k) of the U.S. IRC. Similar plans outside the U.S. cover various groups of employees of our international subsidiaries and affiliates. Several of these plans allow the Company to match, on a voluntary basis, a portion of the employee contributions. The following table presents the Company's contributions to these savings plans during each of the last three fiscal years (in thousands):

	2015	2014	2013
	\$ 87,973	\$ 88,951	\$ 74,686

*Deferred Compensation Plans*

Our Executive Security Plan and Executive Deferral Plans are nonqualified deferred compensation programs that provide benefits payable to directors, officers, and certain key employees or their designated beneficiaries at specified future dates, upon retirement, or death. Benefit payments under both plans are funded by a combination of contributions from participants and the Company, and most of the participants are covered by life insurance policies with the Company designated as the beneficiary. The following table presents the amount charged to expense for the Company's deferred compensation plans during each of the last three fiscal years (in thousands):

	2015	2014	2013
	\$ 5,536	\$ 5,321	\$ 4,470

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**9. Income Taxes**

The following table presents the components of our consolidated income tax expense for each of the last three fiscal years (in thousands):

	2015	2014	2013
<b>Current income tax expense:</b>			
Federal	\$ 72,840	\$ 102,450	\$ 121,302
State	16,248	18,698	23,246
Foreign	43,344	38,107	74,107
<b>Total current tax expense</b>	<b>132,432</b>	<b>159,255</b>	<b>218,655</b>
<b>Deferred income tax expense (benefit):</b>			
Federal	13,337	7,561	(4,718)
State	2,295	2,789	(582)
Foreign	(46,809)	20,449	8,011
<b>Total deferred income tax expense (benefit)</b>	<b>(31,177)</b>	<b>30,799</b>	<b>2,711</b>
<b>Consolidated income tax expense</b>	<b>\$ 101,255</b>	<b>\$ 190,054</b>	<b>\$ 221,366</b>

Deferred taxes reflect the tax effects of the temporary differences between the amounts recorded as assets and liabilities for financial reporting purposes and the comparable amounts recorded for income tax purposes. Deferred tax assets and liabilities are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. The following table presents the components of our net deferred tax assets at October 2, 2015, and September 26, 2014 (in thousands):

	2015	2014
<b>Deferred tax assets:</b>		
<b>Obligations relating to:</b>		
Defined benefit pension plans	\$ 64,644	\$ 67,822
Other employee benefit plans	186,701	215,863
Net Operating Losses	134,467	64,063
Contract revenues and costs	25,579	39,734
Deferred Rent	9,428	6,008
Other	13,565	1,703
Valuation Allowance	(60,320)	(54,651)
<b>Gross deferred tax assets</b>	<b>374,064</b>	<b>340,542</b>
<b>Deferred tax liabilities:</b>		
Depreciation and amortization	(187,099)	(193,726)
Other, net	(3,994)	(1,372)
<b>Gross deferred tax liabilities</b>	<b>(191,093)</b>	<b>(195,098)</b>
<b>Net deferred tax assets</b>	<b>\$ 182,971</b>	<b>\$ 145,444</b>

A valuation allowance is recorded to reduce deferred tax assets to the amount that is more likely than not to be realized based on an assessment of positive and negative evidence, including estimates of future taxable income necessary to realize future deductible amounts. The valuation allowance at October 2, 2015 and September 26, 2014 was \$60.3 million and \$54.7 million, respectively.

Net operating loss carry forwards of foreign subsidiaries at October 2, 2015 and September 26, 2014 totaled \$455.1 million and \$205.8 million, respectively. If unused, foreign net operating losses of \$127.8 million will expire between 2017 and 2035. Net operating losses of \$327.3 million can be carried forward indefinitely.



**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents the income tax benefits realized from the exercise of nonqualified stock options and disqualifying dispositions of stock sold under our employee stock purchase plans during each of the last three fiscal years (in millions):

2015	2014	2013
\$ 0.2	\$ 3.4	\$ 7.3

The following table reconciles total income tax expense using the statutory U.S. federal income tax rate to the consolidated income tax expense shown in the accompanying Consolidated Statements of Earnings for each of the last three fiscal years (dollars in thousands):

	2015	2014	2013
Statutory amount	\$ 141,479	\$ 189,758	\$ 231,542
State taxes, net of the federal benefit	12,857	12,750	14,892
Tax differential on foreign earnings	(60,151)	(8,811)	(20,253)
Uncertain tax positions	2,281	(9,847)	1,553
Other, net	4,789	6,204	(6,368)
Consolidated income tax expense	\$ 101,255	\$ 190,054	\$ 221,366
Rates used to compute statutory amount	35.0%	35.0%	35.0%
Consolidated effective income tax rate	23.5%	35.1%	33.5%

The Company's consolidated effective income tax rate was 23.5% for fiscal 2015, compared to 35.1% in fiscal 2014. Contributing to the decrease as compared to the prior year's periods were the effects of a foreign currency loss and deductible costs associated with the 2015 Restructuring. Also contributing to the lower effective tax rate was the reduction of certain tax reserves due to statute expiration.

The following table presents income tax payments made during each of the last three fiscal years (in millions):

2015	2014	2013
\$ 156.5	\$ 173.6	\$ 235.8

The following table presents the components of our consolidated earnings before taxes for each of the last three fiscal years (in thousands):

	2015	2014	2013
United States earnings	\$ 283,504	\$ 288,800	\$ 352,404
Foreign earnings	146,633	253,366	309,144
	\$ 430,137	\$ 542,166	\$ 661,548

United States income taxes, net of applicable credits, have been provided on the undistributed earnings of the Company's foreign subsidiaries, except in those instances where the earnings have been permanently reinvested. At October 2, 2015, approximately \$26.1 million of such undistributed earnings of certain foreign subsidiaries have been permanently reinvested. Should these earnings be repatriated, approximately \$4.9 million of income taxes would be payable.

The Company accounts for unrecognized tax benefits in accordance with ASC Topic 740, *Income Taxes*. It accounts for interest and penalties on unrecognized tax benefits as interest and penalties (i.e., not as part of income tax expense). The Company's liability for gross unrecognized tax benefits was \$42.7 million and \$41.9 million at October 2, 2015 and September 26, 2014, respectively, all of which, if recognized, would affect the Company's consolidated effective income tax rate. The Company had \$42.1 million and \$39.2 million in accrued interest and penalties at October 2, 2015, and September 26, 2014, respectively. The Company estimates that, within 12 months, \$4.7 million of gross, primarily non-U.S.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

unrecognized tax benefits will reverse due to the anticipated expiration of time to assess tax. As of October 2, 2015, the Company's U.S. federal income tax returns for tax years 2012 through 2015 remain subject to examination.

The following table presents the reconciliation of the beginning and ending amount of unrecognized tax benefits for the years presented (in thousands):

	2015	2014	2013
Balance, beginning of year	\$ 41,923	\$ 51,770	\$ 53,637
Additions based on tax positions related to the current year	6,440	6,528	5,447
Reductions for tax positions of prior years	(5,697)	(16,375)	(6,354)
Settlement	—	—	(960)
Balance, end of year	<u>\$ 42,666</u>	<u>\$ 41,923</u>	<u>\$ 51,770</u>

#### 10. Commitments and Contingencies, and Derivative Financial Instruments

##### Commitments Under Operating Leases

We lease certain of our facilities and equipment under operating leases with net aggregate future lease payments of approximately \$915.8 million at October 2, 2015, payable as follows (in thousands):

In fiscal years,	
2016	\$ 152,744
2017	138,081
2018	117,779
2019	98,626
2020	87,177
Thereafter	338,843
	<u>933,250</u>
Amounts representing sublease income	(17,401)
Total, net aggregate future lease payments	<u>\$ 915,849</u>

We recognize rent expense, inclusive of landlord concessions and tenant allowances, over the lease term on a straight-line basis. We also recognize rent expense on a straight-line basis for leases containing fixed escalation clauses and rent holidays. Contingent rentals are included in rent expense as accrual. Operating leases relating to many of our major offices generally contain renewal options, and provide for additional rental based on escalation in operating expenses and real estate taxes.

The following table presents rent expense and sublease income offsetting the Company's rent expense during each of the last three fiscal years (in thousands):

	2015	2014	2013
Rent expense	\$ 175,067	\$ 194,796	\$ 173,340
Sublease income	(5,275)	(6,102)	(7,914)
Net rent	<u>\$ 169,792</u>	<u>\$ 188,694</u>	<u>\$ 165,426</u>

##### Guarantee

We are party to a synthetic lease agreement involving certain real and personal property located in Houston, Texas that we use in our operations. A synthetic lease is a type of off-balance sheet transaction which provides us with certain tax and other financial benefits. Significant terms of the lease are as follows:

End of lease term	2025
End of term purchase option (in thousands)	\$ 76,950
Residual value guaranty (in thousands)	\$ 62,412

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The Company refinanced the synthetic lease agreement effective July 28, 2015 with a ten year term. The new lease agreement continues to give us the right to request an extension of the lease term. We may also assist the owner in selling the property at the end of the lease term, the proceeds from which would be used to reduce our residual value guarantee. The minimum lease payments required by the lease agreement is included in the above lease pay-out schedule. We have determined that the estimated Fair Value of the aforementioned financial guarantee was not significant at October 2, 2015 .

*Derivative Financial Instruments*

In situations where our operations incur contract costs in currencies other than their functional currency, we attempt to have a portion of the related contract revenues denominated in the same currencies as the costs. In those situations where revenues and costs are transacted in different currencies, we sometimes enter into foreign exchange contracts in order to limit our exposure to fluctuating foreign currencies. The Company does not currently have exchange rate sensitive instruments that would have a material effect on our consolidated financial statements or results of operations.

*Letters of Credit*

Letters of credit outstanding at October 2, 2015 totaled \$236.4 million . Of this amount, \$2.5 million has been issued under the 2014 Facility and \$233.9 million are issued under separate, committed and uncommitted letter-of-credit facilities.

**11. Contractual Guarantees, Litigation, Investigations, and Insurance**

In the normal course of business, we are subject to certain contractual guarantees and litigation. The guarantees to which we are a party generally relate to project schedules and plant performance. Most of the litigation in which we are involved has us as a defendant in workers' compensation; personal injury; environmental; employment/labor; professional liability; and other similar lawsuits.

We maintain insurance coverage for various aspects of our business and operations. Our insurance programs have varying coverage limits and maximums, and insurance companies may seek to not pay any claims we might make. We have also elected to retain a portion of losses that occur through the use of various deductibles, limits, and retentions under our insurance programs. As a result, we may be subject to future liability for which we are only partially insured or completely uninsured. We intend to mitigate any such future liability by continuing to exercise prudent business judgment in negotiating the terms and conditions of our contracts. Our insurers are also subject to business risk and, as a result, one or more of them may be unable to fulfill their insurance obligations due to insolvency or otherwise.

Additionally, as a contractor providing services to the U.S. federal government and several of its agencies, we are subject to many levels of audits, investigations, and claims by, or on behalf of, the U.S. federal government with respect to our contract performance, pricing, costs, cost allocations, and procurement practices. Furthermore, our income, franchise, and similar tax returns and filings are also subject to audit and investigation by the Internal Revenue Service, most states within the U.S. as well as by various government agencies representing jurisdictions outside the U.S.

We record in our Consolidated Balance Sheets amounts representing our estimated liability relating to such claims, guarantees, litigation, and audits and investigations. We perform an analysis to determine the level of reserves to establish for insurance-related claims that are known and have been asserted against us, and for insurance-related claims that are believed to have been incurred based on actuarial analysis, but have not yet been reported to our claims administrators as of the respective balance sheet dates. We include any adjustments to such insurance reserves in our consolidated results of operations.

The Company believes, after consultation with counsel, that such guarantees, litigation, U.S. government contract-related audits, investigations and claims, and income tax audits and investigations should not have any material adverse effect on our consolidated financial statements.

On August 9, 2014, the Company received a Notice of Arbitration from Motiva Enterprises LLC ("Motiva"). The arbitration is pending in Houston, Texas before the International Institute for Conflict Prevention and Resolution. In 2006, Motiva contracted with Bechtel-Jacobs CEP Port Arthur Joint Venture ("BJJV"), a joint venture between Bechtel Corporation and Jacobs to perform professional services in connection with the expansion project at the Motiva Port Arthur, Texas refinery. In the Notice of Arbitration, Motiva asserts various causes of action and alleges fraud and breach of fiduciary duty and entitlement to equitable and monetary relief in excess of \$7 billion . BJJV has denied liability and is vigorously defending these claims. The arbitration hearing is currently scheduled to begin on September 26, 2016. The Company does not expect this matter to have a material adverse effect on its consolidated financial statements.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

On September 30, 2015, Nui Phao Mining Company Limited (“NPMC”) commenced arbitration proceedings against Jacobs E&C Australia Pty Limited. The arbitration is pending in Singapore before the Singapore International Arbitration Centre. In March 2011, Jacobs E&C was engaged by NPMC for the provision of management, design, engineering, and procurement services for the Nui Phao mine/mineral processing project in Vietnam. In the Notice of Arbitration, NPMC asserts various causes of action and alleges that the quantum of its claim exceeds \$136.0 million. Jacobs has denied liability and is vigorously defending this claim. No hearing date has been set. The Company does not expect this matter to have a material adverse effect on its consolidated financial statements.

On August 7, 2015, Jacobs and Jacobs Field Services N.A. Inc. (collectively the “Jacobs Parties”) filed a demand for arbitration before the AAA against Freeport-McMoran Corporation (“Freeport”) alleging breach of contract for failure to pay invoices and for statutory penalties for failure to pay, and assert they are entitled to damages in the amount of \$71.0 million. On August 28, 2015, Freeport filed an answering statement denying the Jacobs Parties’ claims and asserting counterclaims against the Jacobs Parties for breach of contract and alleging damages of \$116.0 million. The Jacobs Parties have denied liability and are vigorously defending these claims. No hearing date has been set. The Company does not expect this matter to have a material adverse effect on its consolidated financial statements.

On December 7, 2009, the Judicial Council of California, Administrative Office of the Courts (“AOC”) initiated an action in the San Francisco County Superior Court against Jacobs Facilities Inc. (“JFI”) and Jacobs Project Management (“JPM”). On June 6, 2011, AOC filed an operative Second Amended Complaint, which added Jacobs as a defendant. The action arises out of a contract between AOC and JFI pursuant to which JFI agreed to provide regular maintenance and repairs at certain AOC court facilities. AOC alleged three causes of action: (1) breach of contract based on the expiration of JFI’s contractor’s license before the assignment and assumption agreement was executed; (2) disgorgement of all fees paid to JFI and JPM under the contract pursuant to California’s Contractors’ State License Law (“CSLL”); and (3) breach of Jacobs’ parent guaranty agreement. JPM cross-claimed for unpaid sums for services that the licensed JPM had performed pursuant to the assigned contract between August 2009 and November 2009. A jury trial was held on the parties’ CSLL claims in April 2012 and, on May 2, 2012, the jury returned a special verdict in favor of the Jacobs entities, finding, among other things, that JPM was owed approximately \$4.7 million in unpaid fees and that JFI was not required to disgorge the approximate \$18.3 million that AOC had paid for its work under the contract. AOC subsequently dismissed its cause of action for breach of contract, and JPM dismissed its cross-claims other than those for its unpaid invoices. AOC’s third cause of action for breach of the parent guaranty was resolved by a stipulation, which provided that if AOC obtains a judgment against JFI, the judgment will also be against its parent, Jacobs. The trial court entered judgment in the Jacobs entities’ favor and awarded them approximately \$2.4 million in attorney fees. On August 20, 2015, the California Court of Appeal for the First Appellate District reversed the jury’s verdict, holding that JFI had violated the CSLL. The Court of Appeal remanded for an evidentiary hearing to determine whether JFI and JPM had “substantially complied” with, and may therefore avoid disgorgement under, the CSLL. The court also reversed the award of attorney fees. On September 29, 2015, the Jacobs entities filed a petition for review, seeking California Supreme Court review of the Court of Appeal’s decision that JFI and JPM had violated the CSLL. That petition was subsequently denied (*Judicial Council of California, Administrative Office of the Courts v. Jacobs Facilities, Inc., et al.*). The Jacobs entities have contested, and will continue to vigorously contest, the AOC’s claims and will vigorously litigate JPM’s claim for unpaid sums. The Company does not expect this matter to have a material adverse effect on its consolidated financial statements.

## **12. Common and Preferred Stock**

Jacobs is authorized to issue two classes of capital stock designated “common stock” and “preferred stock” (each has a par value of \$1.00 per share). The preferred stock may be issued in one or more series. The number of shares to be included in a series as well as each series’ designation, relative powers, dividend and other preferences, rights and qualifications, redemption provisions, and restrictions are to be fixed by the Board of Directors at the time each series is issued. Except as may be provided by the Board of Directors in a preferred stock designation, or otherwise provided for by statute, the holders of shares of common stock have the exclusive right to vote for the election of Directors and all other matters requiring stockholder action. The holders of shares of common stock are entitled to dividends if and when declared by the Board of Directors from whatever assets are legally available for that purpose.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**13. Other Financial Information**Receivables

The following table presents the components of “Receivables” as shown in the accompanying Consolidated Balance Sheets at October 2, 2015 , and September 27, 2013 as well as certain other related information (in thousands):

	2015	2014
Amounts billed, net	\$ 1,213,892	\$ 1,425,341
Unbilled receivables and other	1,252,509	1,368,482
Retentions receivable	82,342	73,732
Total receivables, net	\$ 2,548,743	\$ 2,867,555
<b>Other information about receivables:</b>		
Amounts due from the United States federal government included above, net of advanced billings	\$ 327,157	\$ 324,928
Claims receivable	\$ 32,511	\$ 78,634

Billed receivables, net consist of amounts invoiced to clients in accordance with the terms of the client contracts and are shown net of an allowance for doubtful accounts. We anticipate that substantially all of such billed amounts will be collected over the next twelve months.

Unbilled receivables and retentions receivable represent reimbursable costs and amounts earned and reimbursable under contracts in progress as of the respective balance sheet dates. Such amounts become billable according to the contract terms, which usually consider the passage of time, achievement of certain milestones or completion of the project. We anticipate that substantially all of such unbilled amounts will be billed and collected over the next twelve months.

Claims receivable are included in “Receivables” in the accompanying Consolidated Balance Sheets and represent certain costs incurred on contracts to the extent it is probable that such claims will result in additional contract revenue and the amount of such additional revenue can be reliably estimated.

Property, Equipment, and Improvements, Net

The following table presents the components of our property, equipment, and improvements, net at October 2, 2015 , and September 26, 2014 (in thousands):

	2015	2014
Land	\$ 23,757	\$ 21,497
Buildings	97,597	128,584
Equipment	592,491	634,415
Leasehold improvements	259,544	287,814
Construction in progress	17,229	20,059
	990,618	1,092,369
Accumulated depreciation and amortization	(609,380)	(635,572)
	\$ 381,238	\$ 456,797

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

*Miscellaneous Noncurrent Assets*

The following table presents the components of “Miscellaneous noncurrent assets” shown in the accompanying Consolidated Balance Sheets at October 2, 2015 , and September 26, 2014 (in thousands):

	2015	2014
Deferred income taxes	\$ 213,767	\$ 170,649
Cash surrender value of life insurance policies	115,440	116,686
Investments	222,941	226,628
Notes receivable	13,197	8,007
Reimbursable pension costs (a)	119,548	77,710
Other	34,622	38,570
<b>Total</b>	<b>\$ 719,515</b>	<b>\$ 638,250</b>

- (a) Consists primarily of costs incurred relating to a defined benefit pension plan covering employees providing services on a contract with, and for the benefit of, the U.S. federal government pursuant to which such costs are fully reimbursable.

*Accrued Liabilities*

The following table presents the components of “Accrued liabilities” shown in the accompanying Consolidated Balance Sheets at October 2, 2015 and September 26, 2014 (in thousands):

	2015	2014
Accrued payroll and related liabilities	\$ 623,297	\$ 783,549
Project-related accruals	130,401	140,938
Non project-related accruals	102,324	76,588
Insurance liabilities	59,081	52,826
Sales and other similar taxes	53,476	52,373
Deferred rent	93,040	96,129
Other	29,366	77,153
<b>Total</b>	<b>\$ 1,090,985</b>	<b>\$ 1,279,556</b>

*Other Deferred Liabilities*

The following table presents the components of “Other deferred liabilities” shown in the accompanying Consolidated Balance Sheets at October 2, 2015 and September 26, 2014 (in thousands):

	2015	2014
Liabilities relating to defined benefit pension and early retirement plans	\$ 416,725	\$ 407,263
Liabilities relating to nonqualified deferred compensation arrangements	129,982	114,325
Deferred income taxes	191,093	195,098
Miscellaneous	126,068	117,392
<b>Total</b>	<b>\$ 863,868</b>	<b>\$ 834,078</b>

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

*Total Accumulated Other Comprehensive Loss*

The following table presents the components of “Accumulated other comprehensive loss” shown in the accompanying Consolidated Balance Sheets at October 2, 2015 , and September 26, 2014 (in thousands):

	2015	2014
Foreign currency translation adjustments	\$ (199,087)	\$ (62,919)
Adjustments relating to defined benefit pension plans	(266,440)	(299,210)
Other	763	(1,420)
Total	<u>\$ (464,764)</u>	<u>\$ (363,549)</u>

*Supplemental Cash Flow Information*

During fiscal 2015 and fiscal 2014 , the Company acquired businesses for cash and stock of \$8.10 million and \$1.4 billion , respectively. The following table presents the non-cash adjustments relating to these acquisitions made in preparing the accompanying Consolidated Statements of Cash Flows (in thousands):

	2015	2014
Working capital	\$ (8,749)	\$ 48,327
Property and equipment	71	59,216
Noncurrent assets	(4,334)	262,450
Deferred liabilities	(1,316)	(7,895)
Non-controlling interests	—	16,572
Foreign currency translation	—	1,768
Goodwill	22,429	1,005,923

**14. Segment Information**

We provide a broad range of technical, professional, and construction services including engineering, design, and architectural services; construction and construction management services; operations and maintenance services; and process, scientific, and systems consulting services. We provide our services through offices and subsidiaries located primarily in North America, South America, Europe, the Middle East, India, Australia, Africa, and Asia. We provide our services under cost-reimbursable and fixed-price contracts.

All of our operations share similar economic characteristics. For example, all of our operations are highly influenced by the general availability of qualified engineers and other technical professional staff. They also provide similar services as well as share similar processes for delivering our services. There is also a high degree of similarity of the workforces employed among the various categories of services we provide. For example, engineering and design services (i.e., services provided by persons who are degreed, and in certain circumstances licensed, professionals such as engineers, architects, scientists, and economists) exist in all four service categories. In addition, there is a high degree of similarity among a significant component of the workforces we employ to perform construction and operations and maintenance projects. In providing construction and operations and maintenance services, we employ a large number of skilled craft labor personnel. These include welders, pipe fitters, electricians, crane operators, and other personnel who work on very large capital projects (in the case of projects classified within the construction services category) or on smaller capital projects (in the case of maintenance projects classified within the operations and maintenance services category). In addition, the use of technology is highly similar and consistent throughout our organization, as is our client base (with the exception of our operations outside the U.S., which perform very little work for the U.S. federal government), and our project delivery and safety protocols and programs. Furthermore, the types of information and internal reports used by the Company’s chief operating decision maker and other members of management to monitor performance, evaluate results of operations, allocate resources, and otherwise manage the business support a single reportable segment. Accordingly, based on these operational similarities and the way management monitors the Company’s results of operations, we have concluded that our operations may be aggregated into one reportable segment for purposes of this disclosure.

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

The following table presents certain financial information by geographic area for fiscal 2015 , 2014 , and 2013 (in thousands):

	2015	2014	2013
<b>Revenues:</b>			
United States	\$ 7,154,433	\$ 7,078,366	\$ 6,993,594
Europe	2,074,837	2,402,399	2,148,504
Canada	1,065,651	1,344,632	1,652,386
Asia	304,393	299,086	204,203
India	163,871	148,453	158,908
Australia and New Zealand	611,271	709,379	141,507
South America and Mexico	143,014	271,213	241,590
Middle East and Africa	597,362	441,629	277,684
Total	<u>\$ 12,114,832</u>	<u>\$ 12,695,157</u>	<u>\$ 11,818,376</u>
<b>Long-Lived Assets:</b>			
United States	\$ 208,155	\$ 240,501	\$ 230,281
Europe	55,713	58,562	47,128
Canada	36,647	51,622	61,122
Asia	3,859	4,063	4,272
India	16,264	17,960	15,049
Australia	24,460	49,436	8,329
South America and Mexico	9,127	11,084	6,159
Middle East and Africa	27,013	23,569	6,956
Total	<u>\$ 381,238</u>	<u>\$ 456,797</u>	<u>\$ 379,296</u>

Revenues were earned from unaffiliated clients located primarily within the various and respective geographic areas shown. Long-lived assets consist of property and equipment, net of accumulated depreciation and amortization.

The following table presents the revenues earned directly or indirectly from the U.S. federal government and its agencies, expressed as a percentage of total revenues, for fiscal 2015 , 2014 , and 2013 :

2015	2014	2013
21.7%	17.8%	19.9%

During the first quarter of fiscal 2016, we announced a reorganization of our operations around four global lines of business. This reorganization is intended to better serve our global clients, leverage our workforce, help streamline operations, and provide enhanced growth opportunities. The four global lines of business are: Petroleum & Chemicals, Buildings & Infrastructure, Aerospace & Technology, and Industrial. We are in the process of modifying our systems and work processes to report the results of these business units accurately and timely. We are also developing processes for accurately eliminating inter-unit revenue and profit. We expect to complete our system and other process changes so that we may accurately report operating results by line of business to the Company's President & CEO no later than the second quarter of fiscal 2016.



**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**15. Selected Quarterly Information — Unaudited**

The following table presents selected quarterly financial information for each of the last three fiscal years. Amounts are presented in thousands, except for per share amounts:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Fiscal Year
<b>2015</b>					
Revenues	\$ 3,187,005	\$ 2,903,332	\$ 2,907,541	\$ 3,116,954	\$ 12,114,832
Operating profit (a)	158,223	133,045	100,434	53,825	445,527
Earnings before taxes	154,695	128,962	97,188	49,292	430,137
Net earnings of the Group	106,195	88,110	97,308	37,269	328,882
Net earnings attributable to Jacobs	100,079	81,967 (b)	91,062 (b)	29,863 (b)	302,971
Earnings per share:					
Basic	0.78	0.65 (b)	0.74 (b)	0.25 (b)	2.42
Diluted	0.77	0.64 (b)	0.73 (b)	0.24 (b)	2.40
<b>2014</b>					
Revenues	\$ 3,068,891	\$ 3,176,033	\$ 3,231,791	\$ 3,218,442	\$ 12,695,157
Operating profit (a)	145,047	122,434	123,937	136,650	528,068
Earnings before taxes	146,921	132,394	118,046	144,805	542,166
Net earnings of the Group	98,949	90,800	71,309 (c)	91,054 (c)	352,112
Net earnings attributable to Jacobs	93,732	83,460 (d)	64,842	86,074	328,108
Earnings per share:					
Basic	0.72	0.64 (d)	0.50 (c)	0.66 (c)	2.51
Diluted	0.71	0.63 (d)	0.49 (c)	0.65 (c)	2.48
<b>2013</b>					
Revenues	\$ 2,759,641	\$ 2,835,084	\$ 3,080,995	\$ 3,142,656	\$ 11,818,376
Operating profit (a)	160,269	165,203	168,359	175,148	668,979
Earnings before taxes	156,311	161,908	168,423	174,906	661,548
Net earnings of the Group	104,523	107,089	112,089	116,481	440,182
Net earnings attributable to Jacobs	99,010	104,401	108,871	110,811	423,093
Earnings per share:					
Basic	0.77	0.81	0.84	0.85	3.27
Diluted	0.76	0.80	0.83	0.84	3.23

(a) Operating profit represents revenues less (i) direct costs of contracts, and (ii) selling, general and administrative expenses.

(b) Includes costs of \$9.6 million , or \$0.08 per diluted share, in the second quarter of fiscal 2015, \$30.1 million or \$0.24 per diluted share in the third quarter of fiscal 2015, and \$68.2 million , or \$0.56 per diluted share, in the fourth quarter of fiscal 2015, related to the 2015 Restructuring.

(c) Includes costs of \$47.0 million , or \$0.35 per diluted share, in the third quarter of fiscal 2014, and \$30.4 million , or \$0.23 per diluted share, in the fourth quarter of fiscal 2014, related to the 2014 Restructuring.

(d) Includes \$6.4 million , or \$0.05 per diluted share, increase to net earnings related to a gain on the sale of certain intellectual property in the second quarter of fiscal 2014 .

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

**16. Definitions**

The following terms used in the accompanying Consolidated Financial Statements and these Notes to Consolidated Financial Statements have the meanings set forth below:

“1989 ESPP” means the Jacobs Engineering Group Inc. 1989 Employee Stock Purchase Plan, as amended. The 1989 ESPP is a shareholder-approved, broad-based, employee stock purchase plan qualified under Section 423 of the U.S. IRC.

“1999 ODSP” means the Jacobs Engineering Group Inc. 1999 Outside Director Stock Plan, as amended. The 1999 ODSP is a shareholder-approved, equity-based compensation plan covering Jacobs' non-management directors.

“1999 SIP” means the Jacobs Engineering Group Inc. Stock Incentive Plan, as amended. The 1999 SIP is a shareholder-approved, equity-based compensation plan covering the Company's officers and key employees.

The "2015 Restructuring" refers to a series of initiatives intended to improve operational efficiency, reduce costs, and better position the Company to drive growth of the business in the future. Actions included involuntary terminations, the abandonment of certain leased offices, and the co-location of employees. Included in the Company's consolidated results of operations for fiscal 2015 are pre-tax costs of \$107.9 million relating to the 2015 Restructuring. These costs are primarily included in selling, general, and administrative expense in the accompanying Consolidated Statements of Earnings.

The "2014 Restructuring" refers to a series of initiatives intended to improve operational efficiency, reduce costs, accelerate the integration of SKM, and better position the Company to drive growth of the business in the future. Actions included involuntary terminations, the abandonment of certain leased offices, and the co-location of employees. Included in the Company's consolidated results of operations for fiscal 2014 are pre-tax costs of \$93.3 million relating to the 2014 Restructuring. These costs are included in selling, general, and administrative expense in the accompanying Consolidated Statements of Earnings.

“ASC” refers to the Accounting Standards Codification as maintained by the FASB. The ASC is the primary source of U.S. GAAP to be applied by the Company and all other nongovernmental entities. The ASC organizes and presents hundreds of previously separate pieces of authoritative accounting guidance into a single on-line research database. The accounting principles promulgated by the ASC are organized therein by broad topics, and is updated by the FASB through the issuances of ASUs.

“ASU” means Accounting Standards Updates, the primary means by which the ASC is updated by the FASB.

“Company” (including “we”, “us” or “our”) means Jacobs Engineering Group Inc. and its consolidated subsidiaries and affiliates.

“Consolidated EBITDA” generally means consolidated net earnings attributable to Jacobs, plus consolidated (i) interest expense, (ii) tax expense, and (iii) depreciation and amortization expense (including amortization expense relating to intangible assets).

“Consolidated Funded Indebtedness” generally means the sum of (i) the balances outstanding under all loan, credit, and similar agreements for borrowed money (including purchase money indebtedness), (ii) all amounts representing direct obligations arising under letters of credit, (iii) indebtedness in respect of capital leases and similar financing arrangements, and (iv) the value of all guarantees issued with respect to the types of indebtedness described in (i) through (iii).

“Consolidated Leverage Ratio” means, as of any date of determination, the ratio of (i) the Company's Consolidated Funded Indebtedness as of such date to (ii) the Company's Consolidated EBITDA for the immediately preceding four consecutive fiscal quarters.

“EPS” means earnings-per-share. “Basic EPS” is computed by dividing the consolidated net earnings attributable to Jacobs by the weighted average number of shares of common stock outstanding during the period. “Diluted EPS” is computed in a manner similar to the computation of Basic EPS, but gives effect to all dilutive securities that were outstanding during the period. Our dilutive securities consist of nonqualified stock options and restricted stock (including restricted stock units)

**JACOBS ENGINEERING GROUP INC. AND SUBSIDIARIES**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS—(Continued)**

“Fair Value” means the price that would be received from selling an asset, or paid to transfer a liability, in an orderly transaction between market participants as of the date fair value is determined (i.e., the “measurement date”). When determining fair value, U.S. GAAP requires that we consider the principal or most advantageous market in which we would transact any sale or purchase. U.S. GAAP also requires that the inputs (factors) we use (consider) to determine fair value be considered in the following order of priority:

- Level 1 inputs are quoted prices in active markets for identical assets or liabilities;
- Level 2 inputs are observable inputs (other than quoted prices in active markets included in Level 1) such as (i) quoted prices for similar assets or liabilities, (ii) quoted prices in markets that have insufficient volume or infrequent transactions (i.e., less active markets), and (iii) model-driven valuations in which all significant inputs are observable or can be derived principally from, or corroborated with, observable market data for substantially the full term of the asset or liability; and
- Level 3 inputs are unobservable inputs to the valuation methodology that are significant to the fair value measurement.

“FASB” means the Financial Accounting Standards Board. The FASB is the designated organization within the U.S. for establishing standards of financial accounting that govern the preparation of financial reports by nongovernmental entities.

“GESPP” means the Jacobs Engineering Group Inc. Global Employee Stock Purchase Plan, as amended. The GESPP is a shareholder-approved, broad-based, employee stock purchase plan covering employees of certain of Jacobs' non-U.S. subsidiaries.

“Group” refers to the combined economic interests and activities of Jacobs and the persons and entities holding noncontrolling interests in the subsidiaries and affiliates that are consolidated into the accompanying Consolidated Financial Statements.

“Jacobs” means Jacobs Engineering Group Inc.

“U.S. GAAP” means those accounting principles and practices generally accepted in the United States.

“U.S. IRC” means the U.S. Internal Revenue Code of 1986, as amended.

“VIE” means a “Variable Interest Entity” as defined in U.S. GAAP. A VIE is a legal entity in which equity investors do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support or, as a group, the holders of the equity investment at risk lack any one of the following three characteristics: (i) the power, through voting rights or similar rights, to direct the activities of a legal entity that most significantly impact the entity's economic performance; (ii) the obligation to absorb the expected losses of the legal entity; or (iii) the right to receive the expected residual returns of the legal entity. Accordingly, entities issuing consolidated financial statements (i.e., a “reporting entity”) shall consolidate a VIE if the reporting entity has a “controlling financial interest” in the VIE, as demonstrated by the reporting entity having both (i) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance; and (ii) the right to receive benefits from the VIE that could potentially be significant to the VIE or the obligation to absorb losses of the VIE that could potentially be significant to the VIE.

**Report of Ernst & Young LLP  
Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders  
Jacobs Engineering Group Inc.

We have audited the accompanying consolidated balance sheets of Jacobs Engineering Group Inc. and subsidiaries as of October 2, 2015 and September 26, 2014, and the related consolidated statements of earnings, comprehensive income, stockholders' equity, and cash flows for each of the three fiscal years in the period ended October 2, 2015. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Jacobs Engineering Group Inc. and subsidiaries at October 2, 2015 and September 26, 2014, and the consolidated results of their operations and their cash flows for each of the three fiscal years in the period ended October 2, 2015, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Jacobs Engineering Group Inc. and subsidiaries' internal control over financial reporting as of October 2, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated November 23, 2015 expressed an unqualified opinion thereon.

/S/ Ernst & Young LLP  
Los Angeles, California  
November 23, 2015

**Report of Ernst & Young LLP  
Independent Registered Public Accounting Firm**

The Board of Directors and Stockholders  
Jacobs Engineering Group Inc.

We have audited Jacobs Engineering Group Inc. and subsidiaries' internal control over financial reporting as of October 2, 2015, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). Jacobs Engineering Group Inc. and subsidiaries' management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

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

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

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

In our opinion, Jacobs Engineering Group Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of October 2, 2015, based on the COSO criteria .

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Jacobs Engineering Group Inc. and subsidiaries as of October 2, 2015 and September 26, 2014 and the related consolidated statements of earnings, comprehensive income, stockholders' equity, and cash flows for each of the three fiscal years in the period ended October 2, 2015 of Jacobs Engineering Group Inc. and subsidiaries and our report dated November 23, 2015 expressed an unqualified opinion thereon.

/S/ Ernst & Young LLP  
Los Angeles, California  
November 23, 2015

## SEPARATION AGREEMENT

This Agreement is effective this 15th day of September, 2015, between Jacobs Engineering Group Inc. and its affiliated and subsidiary companies ("Jacobs") and Cora Carmody ("Employee").

**WHEREAS** , Employee has been a full time employee of Jacobs;

**WHEREAS** , Employee has terminated her employment with Jacobs on a mutual and amicable basis; and

**WHEREAS** , Employee and Jacobs desire to define the details of Employee's separation from Jacobs.

**NOW, THEREFORE** , in consideration of the valuable promises and the agreements contained herein, it is agreed as follows:

1. Termination of Employment. Employee's employment with Jacobs will terminate effective October 2, 2015, ("Resignation Date"). After the Resignation Date, Employee will not perform any further duties, functions or services for Jacobs.

2. Employment References. Employee acknowledges that it is Jacobs' policy that when it receives reference inquiries from prospective employers regarding former employees, Jacobs will confirm only information of position held and dates of employment. Salary information will be confirmed only if authorized in writing by the former employee. Jacobs agrees to conform to the above policy if it receives any reference inquiries regarding Employee.

3. Compensation. As consideration for this separation agreement, Jacobs will provide Employee with a lump sum payment of Five Hundred and Twenty-Nine Thousand Dollars (\$529,000) within fifteen days of the Resignation Date. In addition, Jacobs shall assume the cost of relocating Employee's personal effects from her apartment in Pasadena to her home in San Diego County, California.

4. Payment of Amounts Owed. Employee acknowledges that Jacobs will pay all remuneration owed to her as a result of her employment with Jacobs through the Resignation Date. Any outstanding expense reports for expenses incurred by Employee in the course of her employment with Jacobs through the Separation Date will be paid to Employee in accordance with normal approval and payment procedures.

5. Acknowledgment of Full Payment. Employee acknowledges that the payments and arrangements described herein shall constitute full and complete satisfaction of any and all amounts properly due and owing to Employee as a result of her employment with Jacobs and/or the termination of that employment, and that in the absence of this Agreement, Employee would not be entitled to, among other things, the payment and benefits specified in paragraph 3.

6. Incentive Bonus Plan and Equity Awards. Employee is currently a participant in the Incentive Bonus Plan for Officers and Key Managers (Incentive Bonus Plan) and therefore will not be eligible to receive a bonus award for FY2015 or thereafter, any remaining unpaid incentive

bonus amounts from prior years, and she is not eligible to receive any additional stock options, restricted stock awards or other stock incentives in FY2015 or thereafter. Employee acknowledges that from and after the Separation Date, any unvested restricted stock or that Employee may have is forfeited.

7. Other Employee Benefits. Nothing herein shall deprive Employee of any vested benefits that Employee has in the Jacobs' Section 401(k) or other employee benefit plan, including, but not limited to, accrued paid time off ("PTO") benefits.

8. Right to Elect Continued Coverage. Upon Employee's termination of employment, Employee may elect to continue health insurance coverage (medical, dental, vision, employee assistance program, and healthcare flexible spending account) as permitted under COBRA. Information on the COBRA Program and the cost to continue coverage will be mailed to Employee by Jacobs' Corporate Human Resources Department. Employee will have 60 days after receipt of this information to elect COBRA participation, retroactive to the termination of Employee's employment status. Employee should retain Employee's medical cards if Employee plans to continue coverage. Employee should contact Jacobs' Human Resources Department regarding conversion rights or porting rights for life and accident insurance coverage.

9. Non-Disclosure of Trade Secrets, Confidential and Proprietary Information. At the outset of Employee's employment with Jacobs, Employee executed an Employee Invention and Confidential Information Agreement (the "EICI Agreement") in which Employee made certain specifically enforceable promises, a copy of which is attached hereto as Exhibit "A". The termination of Employee's employment does not terminate Employee's obligations under the EICI Agreement. Specifically, Jacobs may enforce the confidentiality provisions of the EICI Agreement even though Employee leaves its employ.

Employee's position at Jacobs placed Employee in the possession of highly sensitive and extremely proprietary information of Jacobs, including, but not limited to, in the very highly competitive consulting, engineering, design, construction and construction management business. Under the EICI Agreement, Employee must hold in confidence and may not disclose any proprietary, technical or business records, data or information developed by Employee or disclosed to Employee by Jacobs or by its customers or prospective customers or any subsidiary, parent or affiliate of Jacobs, including but not limited to, information regarding Jacobs' highly sensitive extremely proprietary information regarding its consulting, engineering, design, construction and construction management business and prospects. Furthermore, Employee may utilize such information only as authorized by Jacobs. Thus, Employee may not use or disclose any of this information during any new employment.

The confidential proprietary information and trade secrets covered by the EICI Agreement include, but are not limited to, the following:

- (i) All business development and client information within the exclusive control of Jacobs, including but not limited to:
  - (a) Current and prospective customer lists;
  - (b) Current and prospective business projects;
  - (c) Pricing, rates, schedules and method of bidding on individual projects;

- (d) Technical details and status reports involving current and prospective projects;
  - (e) Contracting strategies, philosophies and/or techniques;
  - (f) Salary rates and benefit levels for Jacobs' employees;
  - (g) Employment and recruitment policies of Jacobs; and
  - (h) Internal policies and procedures utilized by Jacobs in performing business projects and consulting work.
- (ii) Strategic business plans and marketing initiatives of Jacobs which are not general public knowledge.
  - (iii) Any other confidential, proprietary, technical data developed by Employee or disclosed to Employee by Jacobs during Employee's employment, whether pertaining to specific projects with which Employee was involved or otherwise.

As to this information, Jacobs hereby reminds Employee that Employee must abide by Employee's confidentiality responsibilities and refrain from using or disclosing any of the above information to Employee's new employer or to any third party without prior written consent from Jacobs. Furthermore, Jacobs also reminds Employee that Employee must immediately return to it all written material currently in Employee's possession relating to the above-listed proprietary information.

If Employee in any way breaches her obligations not to disclose the trade secrets and confidential proprietary information of Jacobs, whether by using or disclosing any of the above-listed information, Jacobs will immediately pursue all legal remedies available to it, including without limitation, an injunction preventing Employee's continued conduct and/or a civil action for damages.

10. Entire Agreement; Choice of Law. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing signed by Employee and an executive officer of Jacobs. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California (without giving effect to its conflicts of laws, rules or principles) and no failure or delay in exercising any right, power or privilege hereunder shall operate or a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. Releases of Claims. In further consideration of the foregoing, Employee hereby releases and discharges Jacobs, its affiliated and subsidiary companies, and its and their respective present and former agents, officers, directors, employees, successors and assigns (hereinafter collectively "Jacobs Releasees") from any and all matters, claims, demands, causes of action, debts, liabilities, controversies, judgments and suits of every kind and nature



whatsoever, foreseen or unforeseen, known or unknown, whether in law or in equity, which Employee has or may have against the Releasees. This release includes, without limitation, all claims and causes of action, known or unknown by Employee, arising out of or in any way connected with Employee's employment relationship with Jacobs and/or the termination of Employee's employment. This release includes, without limitation, claims arising under federal, state or local laws prohibiting employment discrimination and/or claims arising out of any legal restrictions upon Jacobs' right to terminate Employee's employment. Employee expressly understands that among the various rights and claims being waived by her in this Agreement are those arising under the Age Discrimination in Employment Act, (29 U.S.C. § 621, et seq.), as amended. Employee further warrants that she has not filed any claims against the Jacobs Releasees.

13. Waiver. Section 1542 of the Civil Code of the State of California provides, generally, that a release does not extend to unknown claims. Specifically, Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

For the purposes of implementing a full and complete release and discharge of Jacobs Releasees, Employee expressly waives and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and acknowledges that this Agreement is intended to include and discharge all claims which Employee does not know or suspect to exist at the time of execution of this Agreement related to her employment with Jacobs and/or the termination of that employment.

14. Defense and Indemnity: Notwithstanding the releases and waivers set forth in Paragraphs 12 and 13, Employee shall be provided with all rights of indemnification and defense currently provided to Employee pursuant to the Indemnification Agreement entered into between Employee and Jacobs or to any officer or other executive of Jacobs under any of Jacobs' Bylaws, Certificate of Incorporation, resolutions and insurance policies and/or applicable law.

15. Consideration Period. Employee acknowledges that under the Age Discrimination in Employment Act, Employee has twenty-one (21) days within which to consider this Agreement before executing it. If, however, Employee executes this Agreement before the expiration of the 21-day consideration period, Employee acknowledges that she has knowingly and voluntarily waived the consideration period and further acknowledges that she has taken sufficient time to consider this Agreement before executing it.

16. Revocation Period. This Agreement shall not become binding until seven (7) calendar days after the date of the last signature. During this 7-day period, Employee may revoke this Agreement. Such revocation must be in writing, directed to Michael R. Tyler, Senior Vice President & General Counsel, Jacobs Engineering Group Inc., 155 N. Lake Avenue, Pasadena, California, 91101, and received by Jacobs within said 7-day period. Upon expiration of the 7-day period, Employee acknowledges that this Agreement becomes final and binding.

17. Individual Agreement. This Agreement has been individually negotiated and is not part of a group exit incentive or other termination program.

18. Confidentiality. The terms of this Agreement are confidential. Each of Employee and Jacobs agrees not to publicize this Agreement directly, either in specifics or as to general content, to either the public generally, to any current or former employee of Jacobs, or to any other person or entity, except (i) as either party might be lawfully compelled to give testimony by a court of competent jurisdiction or participate in an EEOC proceeding or (ii) to the extent Jacobs deems reasonably necessary to disclose to its employees, officers and representatives for the purposes of effectuating the terms of this Agreement. Any such publication shall be considered a material breach of this Agreement and shall subject the breaching party to liability for damages. Employee's agreement to keep confidential the terms of this Agreement extends to Employee's communications to all persons other than Employee's immediate family, Employee's attorneys and accountants who have a legitimate need to know the terms in order to render professional advice or services to Employee; otherwise, Employee agrees not to identify or reveal any other terms of this Agreement except as otherwise provided herein. Nothing in this paragraph 18 prohibits Employee from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation.

19. Non-Disparagement. Employee agrees that she will not in any way disparage Jacobs, including current or former officers, directors, agents and/or employees of Jacobs, nor will Employee make or solicit any comments, statements or the like to the media or to others, that may be considered to be derogatory or detrimental to the good name or business reputation of Jacobs.

20. No Solicitation of Jacobs Employees. Employee agrees and warrants that he will not, for a period of one (1) year following the effective date of this Agreement, either directly or indirectly, for himself or on behalf of any third party, solicit, induce, recruit, or cause another person in the employ of Jacobs to terminate his/her employment for the purpose of joining, associating or becoming employed with any business or activity which is in competition with any business or activity engaged in by Jacobs.

21. Sensitive Information. Employee recognizes that she has occupied a position of trust with respect to business information of a highly sensitive and confidential nature, including but not limited to, names and duties of key personnel, business and growth/expansion plans, marketing and business development initiatives and prospects, financial results and forecasts, bidding information, cost and charging rates and their make up and structure, customer lists, and profit and operating margins ("Sensitive Information").

Employee agrees that for a period of two (2) years immediately following the termination of her employment, that she will not either directly or indirectly:

(a.) Disclose any Sensitive Information to any person, firm or corporation (Sensitive Information does not include information that is generally available in the public domain, other than as a result of any action by Employee; provided,

however, Sensitive Information shall not be deemed to be in the public domain merely because individual features of it are in the public domain unless the combination itself and the principle of operation are also in the public domain.);

(b.) Make known to any person, firm or corporation the names or addresses of any of the customers of Jacobs or Jacobs' affiliated companies or any other information pertaining to them that such recipient would be able to use in competition with Jacobs or Jacobs' affiliated companies; or

(c.) Call on, solicit or take away, or attempt to call on, solicit or take away any of the customers of Jacobs or Jacobs' affiliated companies on whom Employee called or with whom she became acquainted during her employment either on behalf of himself/herself or for any other person, firm or corporation with the intent to be in competition with Jacobs or Jacobs' affiliated companies.

22. Voluntary Agreement. EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT INVOLVES THE KNOWING AND VOLUNTARY RELEASE OF KNOWN AND UNKNOWN CLAIMS BY EMPLOYEE AGAINST JACOBS. EMPLOYEE UNDERSTANDS THAT SHE HAS THE RIGHT TO, AND HAS BEEN GIVEN THE OPPORTUNITY TO, CONSULT WITH AN ATTORNEY OF HER CHOICE. EMPLOYEE ACKNOWLEDGES THAT SHE HAS BEEN (AND HEREBY IS) ADVISED BY JACOBS THAT SHE SHOULD CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT SHE HAS NOT BEEN DISCOURAGED OR DISSUADED FROM CONSULTING WITH AN ATTORNEY BY JACOBS.

23. Arbitration. The parties agree that the arbitration of disputes provides mutual advantages in terms of facilitating the fair and expeditious resolution of disputes. In consideration of these mutual advantages, the parties agree to the Arbitration Procedures set forth in Exhibit "B" attached hereto.

Executed at 9:08 a.m., this 16th day of September, 2015.

/s/ Cora Carmody

Cora Carmody

Executed at Pasadena, California, this 16th day of September, 2015.

JACOBS ENGINEERING GROUP INC.

By: /s/ Lori Sundberg

Title: Senior Vice President, Global Human Resources

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**Exhibit "A"**

**Employee Invention and Confidential Information Agreement**

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## Exhibit "B"

### Arbitration Procedures

(a) Scope of Arbitration

The parties will submit to arbitration, in accordance with these provisions, any and all disputes either party may have arising from or related to this Agreement, including, but not limited to, its formation, breach, performance, or the interpretation, application, or enforceability of this Agreement. The parties further agree that the arbitration process agreed upon herein shall be the exclusive means for resolving all disputes made subject to arbitration herein but that no arbitrator shall have authority to determine whether disputes fall within the scope of these arbitration provisions.

(b) Availability of Provisional Relief

These arbitration provisions shall not prevent Jacobs or Employee, as the case may be, from obtaining injunctive relief from a court of competent jurisdiction to enforce the confidentiality, non-disparagement and non-solicitation obligations of the parties under this Agreement.

(c) JAMS Employment Arbitration Rules And Procedures Apply

Any arbitration hereunder shall be conducted under the JAMS Employment Arbitration Rules and Procedures ("JAMS Rules"). A copy of the JAMS Rules may be found at <http://www.jamsadr.com/rules-employment-arbitration/> or by searching the internet for "JAMS Employment Arbitration Rules." This agreement to arbitrate shall be subject to the Federal Arbitration Act, 9 U.S.C. SECTION 1 ET. SEQ. The arbitration shall proceed before a single arbitrator and the proceedings shall be confidential to the extent allowed by law.

(d) Invoking Arbitration

Either party may invoke the arbitration procedures described herein by submitting to the other, in person, by mail, or reputable delivery service (e.g., UPS or FedEx) a written demand for arbitration containing a statement of the matter to be arbitrated in sufficient detail to establish the timeliness of the demand. The parties shall then have fourteen days within which they may identify a mutually agreeable arbitrator. After the fourteen-day period has expired, the parties shall prepare and submit to JAMS a joint submission. In their submission to JAMS, if they have not already selected a mutually agreeable arbitrator, the parties shall request that an arbitrator be assigned pursuant to the JAMS Rules.

(e) Award Final

The decision of the Arbitrator shall be final, conclusive, and binding on the parties to the arbitration, subject to judicial review and confirmation as provided by law. Subject to any remedies the arbitrator may award, the parties to the arbitration shall be responsible for the arbitration and arbitrator's fees in accordance with applicable law. The Arbitrator shall be empowered to award any remedies (including, without limitation, injunctive and other equitable relief) that a court of law could award for the claims at issue in the matter, but such remedies shall be limited to those that are available to a party in a court of law for

said claims. The Arbitration Agreement contained herein supersedes any other arbitration agreement between the parties.

(f) Stenographic Record

There shall be a stenographic record of the arbitration hearing, unless the parties agree to record the proceedings by other reliable means.

(g) Location

Unless otherwise agreed by the parties, arbitration hearings shall take place in the state in which the employee worked, at a mutually agreeable place or, if no agreement can be reached, at a place designated by JAMS.

(h) Law Governing the Arbitrator's Award

In rendering an award, the arbitrator shall determine the rights and obligations of the parties according to the substantive law of the State of California (excluding conflicts of laws principles), and the arbitrator's decision shall be governed by state and federal substantive law, including state and federal discrimination laws, as though the matter were before a court of law.

(i) Written Awards and Enforcement

Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award, and an explanation of the reasons for the award. The parties agree that a competent court shall enter judgment upon the award of the arbitrator, provided it is in conformity with the terms of this Agreement.

(j) Severability

If any part of this arbitration procedure is in conflict with any mandatory requirement of applicable law, the statute shall govern, and that part shall be reformed and construed to the maximum extent possible in conformance with the applicable law. The remaining provisions of this arbitration procedure shall remain otherwise unaffected and enforceable.

**JACOBS ENGINEERING GROUP INC.****MANAGEMENT INCENTIVE PLAN**

(As Amended and Restated - effective November 19, 2015)

***Summary of the Program***

The purpose of the Jacobs Engineering Group Inc. Management Incentive Plan (the “**Plan**”) is to promote the success of Jacobs Engineering Group Inc. (“**Jacobs**”) and its subsidiaries (collectively referred to as the “**Company**”) by attracting and retaining highly qualified people who perform to the best of their abilities to achieve Company objectives and profitability. The Plan is a sub-plan under Jacobs’ 1999 Stock Incentive Plan (the “**1999 SIP**”) with respect to the Company’s Named Executive Officers, as defined under Item 402 of Regulation S-K (each, an “**Executive**”). Incentives awarded under the Plan to Executives shall be grants of Incentive Bonuses (as defined in the 1999 SIP) under the 1999 SIP pursuant to the terms thereof.

***Eligibility and Participation***

The Chief Executive Officer (“**CEO**”) of the Company shall automatically participate in the Plan for each fiscal year. In addition to the CEO, those Executives, Presidents/Executive Vice Presidents or Senior Vice Presidents (or any of their functional equivalents) designated in writing by the Chief Executive Officer and the Human Resource and Compensation Committee (the “**Committee**”) of Jacobs’ Board of Directors, in their sole and absolute discretion, shall participate in the Plan. Key managers (management level personnel who do not normally receive overtime compensation) designated in writing by the Committee, the Chief Executive Officer, the Executive Vice President, Chief Financial Officer, or the Senior Vice President, Global Human Resources, or their functional equivalents (collectively, the “**Approving Group**”) in their sole and absolute discretion shall participate in the Plan. The CEO and other individuals designated as participants pursuant to this paragraph are the “**Participants**.” Other than the CEO, no person is automatically entitled to participate in the Plan in any fiscal year and participation in the Plan during any fiscal year does not entitle a Participant to participate in the Plan or any other plan in the future.

***Incentive Formula***

The Committee will determine the incentive formula in its sole and absolute discretion. The incentive formula will be selected by the Committee and with respect to (i) Executives will be based on one or more of the Qualifying Performance Criteria (as defined in the 1999 SIP) and (ii) non-Executives any criteria selected by the Committee. The incentive formula and additional terms and conditions applicable to the Plan will be set forth in documentation that is (a) not inconsistent with the terms and conditions of this Plan, (b) references this Plan and (c) approved by the Committee not later than 90 days after the commencement of each fiscal year. The incentive formula are subject to change at any time during the fiscal year with respect to non-Executives and, with respect to Executives, the Committee may, to the extent consistent with Section 162(m), appropriately adjust any measurement of performance under a Qualifying Performance Criteria for any of the reasons set forth in Section 10(b) of the 1999 SIP. The incentive formula need not be the same as to all Participants and the amount of a Participant’s potential incentive may be based on that Participant’s salary. If a Participant moves from one level of designated participation to another during the fiscal year, the different weighting factors



and incentive formula, if any, will be applied to the salary earned at each level and prorated accordingly.

### ***Special Provisions Applicable to Executives***

Notwithstanding anything in the Plan to the contrary, any amounts paid to an Executive under this Plan are intended to constitute performance-based compensation for purposes of Section 162(m) of the Internal Revenue Code of 1986, as amended (the “**Code**”). The maximum incentive payable to an Executive under the Plan with respect to a fiscal year is 3.0 times the Executive’s salary, and, the maximum aggregate amount payable under the Plan to any Executive for any fiscal year is \$5,000,000. Salary for purposes of the foregoing sentence is the applicable Executive’s salary as of the beginning of the fiscal year for which incentives are being paid, unless the Executive is hired after the beginning of such fiscal year in which case salary shall be such Executive’s initial salary.

### ***Approvals***

Each award to an Executive, President/Executive Vice President, or Senior Vice President shall be approved by the Committee and each award to any other Participant shall be approved by one or more members of the Approving Group.

### ***Payment of Awards***

An award shall be paid at such time or times as determined by the Committee in the Committee’s sole and absolute discretion; provided, however, that no incentive paid to an Executive shall be paid unless the Committee certifies in writing that the relevant Qualifying Performance Criteria and any other material terms established by the Committee have been satisfied as required by Section 162(m) of the Code. The Committee may reduce any award up to the date of payment. All payments are subject to federal, state, or local taxes.

All awards shall be paid in full within 90 days of the close of the applicable fiscal year, except (i) Executive incentives that have not been certified by the Committee as required by this section, which shall be paid as soon as practicable following such certification and (ii) those deferred pursuant to the terms of a Company sponsored plan for which a Participant is eligible, which shall be paid pursuant to the terms of such plan.

If an individual becomes a Participant in the Plan after the beginning of a fiscal year, his or her incentive will be prorated accordingly. Except as set forth in the next sentence, to receive payment of an award, a Participant must be employed with the Company on the date each incentive award is paid. If a Participant’s employment terminates for any reason before the payment date, all unpaid incentives are automatically forfeited unless (i) the determination is made to pay a pro-rated incentive in the sole and absolute discretion of the Committee; (ii) a Participant “retires” during the fiscal year, in which case the Participant will be eligible for a prorated payment; (iii) a Participant dies during the fiscal year, in which case, the Participant’s “beneficiary” will be eligible to receive payment equal to the Participant’s target incentive, prorated for the number of days worked during the fiscal year; or (iv) a Participant dies after the end of the fiscal year but before the payment date, in which case, the Participant’s “beneficiary” will be eligible to receive payment of the award. “Retires” means a Participant’s voluntary resignation from employment (i) at age 65 or older or (ii) at age 60 or older with 10 or more years of service with the Company. “Beneficiary” means a Participant’s designated beneficiary for company-paid life insurance, or the Participant’s estate if none.

### ***Modifications and Administration***

This Plan shall be administered by the Committee which shall consist of at least two independent directors of the Company who satisfy the requirements of Section 162(m) of the Code. The Committee shall have the sole and absolute discretion and authority to: (i) administer and interpret the Plan in accordance with Section 162(m) of the Code as appropriate; (ii) prescribe the terms and conditions of any awards granted under the Plan; (iii) adopt rules and guidelines for the administration of the Plan that are consistent with the Plan; and (iv) interpret, amend or revoke any such rules and guidelines. The Committee may terminate the Plan at any time, for any and no reason, and may also amend the Plan in order to reduce the amount of any incentive payments at any time, for any or no reason. The decisions and interpretations of the Committee and its delegates shall in every case be final and binding on all persons having an interest in the Plan and shall be afforded the maximum deference permitted by applicable law, shall be reviewed under an “abuse of discretion” standard of review, and shall be upheld as long as reasonable. The Committee may designate the Secretary of the Company or any other Company employee to assist the Committee in the administration of the Plan, and may grant authority to such persons to execute Award Agreements or other documents entered into under the Plan on behalf of the Committee or the Company. The Committee hereby delegates all of its discretion and authority under the Plan as to all non-Executive Participants to each other member of the Approving Group, each of which shall have all of the rights of the Committee as to such Participants; provided, however, that the Committee may act in lieu of such delegates.

### ***Claw-back***

In the event of any Inaccurate Financial Statement, section 16 executive officers will be required to return to the Company on demand all incentive-based compensation payments made to them during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement. An “Inaccurate Financial Statement” is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

### ***Section 409A of the Code***

It is intended that this Plan and any awards granted hereunder shall either be exempt from the requirements of, or else comply with the requirements of, Section 409A of the Code and any related regulations or other guidance promulgated with respect to such Section by the U.S. Department of the Treasury of the Internal Revenue Service. Any provision that would cause any award granted hereunder to incur additional taxes under Section 409A of the Code shall have no force or effect unless and until amended to comply with Section 409A of the Code, which amendment may be retroactive to the extent permitted by Section 409A of the Code.

### ***No Right to Employment, Reelection or Continued Service***

Nothing in this Plan or an incentive granted hereunder shall interfere with or limit in any way the right of the Company to terminate any Participant’s employment, service on the Board of Directors or service for the Company at any time for any reason, or no reason, nor shall this Plan or an incentive granted hereunder confer upon any Participant any right to continue his or her employment or service for any specified period of time. Neither this Plan nor any incentive

awarded hereunder shall constitute an employment contract between a Participant and the Company .

***Unfunded Plan***

The Plan is an unfunded plan. Participants are and shall at all times be general creditors of the Company with respect to any incentive awards granted under the Plan, if any.

**JACOBS ENGINEERING GROUP INC.****RESTRICTED STOCK AGREEMENT****(Awarded Pursuant to the 1999 Stock Incentive Plan)**

This Agreement is executed as of \_\_\_\_\_, by and between JACOBS ENGINEERING GROUP INC. (the "Company") and \_\_\_\_\_ ("Employee") pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan (the "Plan"). Unless the context clearly indicates otherwise, capitalized terms used in this Agreement, to the extent they are defined in the Plan, have the same meaning as set forth in the Plan.

**1. Restricted Stock**

Pursuant to the Plan, and in consideration for services rendered to the Company or to a Related Company, or for its benefit, the Company hereby issues, as of the above date (the "Award Date") to Employee \_\_\_\_\_ shares of common stock of the Company (the "Restricted Stock").

**2. Restrictions on Transfer**

- (a) The Restricted Stock issued hereby shall be subject to the restrictions on transfer and obligation to surrender the Restricted Stock to the Company as set forth in the Agreement (referred to as the "Forfeiture Restrictions"). The provisions of Section 13 of the Plan relating to the restrictions on transfers of Restricted Stock, including all amendments, revisions and modifications thereto as may hereafter be adopted, are hereby incorporated in this Agreement as if set forth in full herein. Unless and until the relevant Forfeiture Restrictions have lapsed, Restricted Stock may not be sold, exchanged, transferred, pledged, hypothecated or otherwise disposed of and is not assignable or transferable by will or by the laws of descent and distribution or pursuant to a qualified domestic relations order.
  - (b) In the event Employee ceases to be an employee of the Company for any reason including death and the Employee becoming disabled, the effect of such cessation upon the Restricted Stock shall be determined by reference to Schedule B of the Plan, which Schedule B is incorporated herein by this reference. In the event of a Change in Control, except as otherwise set forth in the Plan (including Schedule B thereof), Restricted Stock shall remain outstanding and subject to the terms and conditions of the Plan and this Agreement.
  - (c) The Forfeiture Restrictions shall lapse and be of no further force and effect with respect to twenty-five percent (25%) of the Restricted Stock on the first anniversary of the Award Date, twenty-five percent (25%) of the Restricted Stock on the second anniversary of the Award Date, twenty-five percent (25%) of the Restricted Stock on the third anniversary of the Award Date and the Forfeiture Restrictions for the remaining twenty-five percent (25%) of Restricted Stock awards shall lapse and be of no further force and effect on the fourth anniversary of the Award Date.
  - (d) Employee has no rights, partial or otherwise in the Restricted Stock unless and until the respective Forfeiture Restrictions have lapsed.
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### 3. Legend

Any certificates evidencing the Restricted Stock to Employee hereunder shall contain the following legend:

“THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND THE OBLIGATION OF THE HOLDER OF THIS CERTIFICATE TO FORFEIT AND SURRENDER THE SHARES EVIDENCED BY THIS CERTIFICATE TO THE COMPANY UNDER CERTAIN CIRCUMSTANCES AS SET FORTH IN THE RESTRICTED STOCK AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER OF THIS CERTIFICATE, A COPY OF WHICH MAY BE OBTAINED FROM THE HOLDER OR AT THE PRINCIPAL OFFICE OF THE COMPANY.”

In addition, the Company may place such additional legends on such certificates as may be required by law and may place a stop transfer order on such certificates on the records of the transfer agent for the shares of the Company.

### 4. Escrow

In order to enforce the Forfeiture Restrictions, the Company shall retain possession of the certificates evidencing the Restricted Stock so long as the respective Forfeiture Restrictions are in effect. When the Forfeiture Restrictions shall have expired as to any of the Restricted Stock, the Company will deliver the certificates for such shares to the Employee.

### 5. Data Privacy

Employee understands that the Company and/or a Related Company may hold certain personal information about the Employee, including, but not limited to, Employee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Jacobs Common Stock or directorships held in the Company, details of all Awards or any other entitlement to shares of Jacobs Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan (“Data”).

Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Employee's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Company and its Related Companies for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

Employee understands that Data will be transferred to the Company's broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country or countries in which such recipients reside or operate (e.g., the United States) may have different data privacy laws and protections than Employee's country. Employee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Employee understands that Data will be held only as long as is necessary to implement, administer and manage Employee's participation in the Plan.

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## 6. Payment of Withholding Taxes

Employee acknowledges that, regardless of any action taken by the Company or Related Companies or, if different, Employee's employer (the "Employer") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to Employee or deemed by the Company, Related Company or the Employer in its discretion to be an appropriate charge to Employee even if legally applicable to the Company, Related Company or the Employer ("Tax-Related Items"), is and remains Employee's responsibility and may exceed the amount actually withheld by the Company, Related Company or the Employer. Employee further acknowledges and agrees that the Company or Related Company and/or the Employer may, if it so determines, offset any Employer tax liabilities deemed applicable to Employee by reducing the shares of Jacobs Common Stock otherwise deliverable to Employee upon the lapse of the Forfeiture Restrictions pursuant to this Agreement. Employee further acknowledges that the Company, Related Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock including, but not limited to, the grant, or lapsing of the Forfeiture Restrictions, the subsequent sale of shares of Jacobs Common Stock acquired pursuant to this Agreement and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Restricted Stock to reduce or eliminate Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if Employee is subject to Tax-Related Items in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, Employee acknowledges that the Company, Related Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. Prior to any relevant taxable or tax withholding event, as applicable, Employee agrees to make adequate arrangements satisfactory to the Company, Related Company and/or the Employer to satisfy all Tax-Related Items. The Company may refuse to deliver the shares of Jacobs Common Stock to the Employee until the obligation for any Tax-Related Items due in connection with the Award has been satisfied.

Under no circumstances can the Company be required to withhold from the shares of Jacobs Common Stock that would otherwise be delivered to Employee upon lapse of the Forfeiture Restriction a number of shares having a total Fair Market Value that exceeds the amount of withholding taxes as determined by the Company.

## 7. [INTENTIONALLY OMITTED]

## 8. Dividends and Voting Rights

Employee shall have the right to vote the Restricted Stock and to receive cash dividends thereon unless and until Employee forfeits any or all of such shares to the Company pursuant to the provisions of this Agreement. Any shares issued pursuant to a stock split or stock dividend with respect to the Restricted Stock shall be retained by the Company so long as any Forfeiture Restrictions are in effect and shall be subject to such Forfeiture Restrictions but shall be considered to have been issued on the Award Date.

## 9. Employment

Employee shall not be deemed to have ceased to be employed by the Company (or any Related Company) for purposes of this Agreement by reason of Employee's transfer to a Related Company (or to the Company or to another Related Company).

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The Committee may determine that, for purposes of this Agreement, Employee shall be considered as still in the employ of the Company or of the Related Company while on leave of absence. In the event Employee is permitted a leave of absence during the term of this Agreement, the Committee may, in its sole and absolute discretion, extend the time periods during which Restricted Stock is subject to Forfeiture Restrictions as set forth in Paragraph 2, above, to include the period of time Employee is on the leave of absence.

10. Miscellaneous Provisions

This Agreement is governed in all respects by the Plan and applicable law. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall prevail. All terms defined in the Plan are used in this Agreement (whether or not capitalized) as so defined. Subject to the limitations of the Plan, the Company may, with the written consent of Employee, amend this Agreement. Neither the grant nor award of an Incentive Award under the Plan constitutes an agreement of employment between the Employee and the Company or a Related Company. The receipt of an Incentive Award does not constitute a right acquired by the recipient to any other form of compensation, or to any future benefit or compensation, or to participate in any other benefit plan or program sponsored by the Company or Related Company, or to receive additional Incentive Awards under the Plan in the future. This Agreement shall impose no obligation on the Company or any of its Related Companies to employ Employee for any period. This Agreement shall be construed, administered and enforced according to the laws of the State of California.

11. Code Section 409A

It is intended that the award of Restricted Stock pursuant to this Agreement shall not constitute a “deferral of compensation” within the meaning of Section 409A of the Code and, as a result, shall not be subject to the requirements of Section 409A. The Agreement is to be interpreted in a manner consistent with this intention. Notwithstanding any other provision in this Agreement, the Agreement may not be modified in a manner that would cause the award of Restricted Stock to become subject to Section 409A of the Code.

12. Clawback

Employee agrees that if Employee is or becomes a section 16 executive officer of the Company, in the event of any Inaccurate Financial Statement, Employee will return to the Company on demand all incentive-based compensation payments (whether under this Agreement, the Plan or otherwise) made to Employee during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement (the “Payments”). In addition, Employee agrees to application of any clawback, forfeiture, recoupment, or similar requirement required to apply to incentive-based compensation granted to Employee under any current or future applicable law or listing standard or regulatory body requirement. An “Inaccurate Financial Statement” is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

13. Agreement of Employee

By signing below or electronically accepting the Award, Employee: (1) agrees to the terms and conditions of this Agreement; (2) confirms receipt of a copy of the Plan and all amendments and supplements thereto; and (3) appoints the Secretary of the Company and each Assistant Secretary of the Company as Employee’s true and lawful attorney-in-fact, with full power of substitution in the

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premises, granting to each full power and authority to do and perform any and every act whatsoever requisite, necessary, or proper to be done, on behalf of Employee which, in the opinion of such attorney-in-fact, is necessary to effect forfeiture of Restricted Stock to the Company, or the delivery of the Jacobs Common Stock to Employee, in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**JACOBS ENGINEERING GROUP INC.**

**By:**

Steven J. Demetriou, President &

Chief Executive Officer



**JACOBS ENGINEERING GROUP INC .**  
**RESTRICTED STOCK UNIT AGREEMENT**

This Agreement is executed as of \_\_\_\_\_ by and between JACOBS ENGINEERING GROUP INC. (the "Company") and \_\_\_\_\_ ("Employee") pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan, as amended (the "Plan"). Unless the context clearly indicates otherwise, all terms defined in the Plan and used in this Agreement (whether or not capitalized) have the meanings as set forth in the Plan.

1. Restricted Stock Units

Pursuant to the Plan, and in consideration for services rendered and to be rendered to the Company or Related Company or for their benefit, the Company hereby issues, as of the above date (the "Award Date") to Employee an award of restricted stock units in accordance with Paragraph 13 of the Plan and the terms and conditions of this Agreement (the "Award"). The number of restricted stock units Employee is eligible to earn under this Agreement is \_\_\_\_\_ (the "Restricted Stock Units"). Each restricted stock unit represents the right to receive one share of Jacobs Common Stock (subject to adjustment pursuant to the Plan) in accordance with the terms and subject to the conditions (including the vesting conditions) set forth in this Agreement and the Plan.

2. Vesting, Distribution

- (a) The Award shall not be vested as of the Award Date and shall be forfeitable unless and until otherwise vested pursuant to the terms of this Agreement.
- (b) The Restricted Stock Units issued hereby shall be subject to the restrictions on transfer as set forth in this Agreement (referred to as the "Forfeiture Restrictions"). The provisions of Section 13 of the Plan relating to the restrictions on transfers of Restricted Stock Units, including all amendments, revisions and modifications thereto as may hereafter be adopted, are hereby incorporated in this Agreement as if set forth in full herein. Unless and until the Forfeiture Restrictions have lapsed, the Restricted Stock Units shall be unvested and subject to forfeiture hereunder.
- (c) In the event Employee ceases to be an employee of the Company or any of its Related Companies for any reason other than as a result of death or the Employee becoming disabled, Employee shall, for no consideration, forfeit and surrender to the Company the Restricted Stock Units that are subject to the Forfeiture Restrictions effected as of the date the Employee's employment with the Company or Related Company terminates. Schedule B of the Plan, which is incorporated herein by this reference, establishes the effects on this Award of other changes to (i) the Employee's employment status with the Company or Related Company; (ii) the Employee's employer; and, (iii) the Company's ownership interest in Employee's employer.
- (d) After the Award Date, the Restricted Stock Units will become twenty-five percent (25%) vested on the first anniversary of the Award Date, twenty-five

percent (25%) vested on the second anniversary of the Award Date, twenty-five percent (25%) vested on the third anniversary of the Award Date and the remaining twenty-five percent (25%) vested (collectively referred to as "Vested Units") on the fourth anniversary of the Award Date (each vesting of Restricted Stock Units is a "Maturity Date"), provided that Employee remains continuously employed by the Company through such Maturity Date.

- (e) Except as set forth in the Plan (including Schedule B thereof the terms of which shall apply to the Award), Employee has no rights, partial or otherwise in the Award and/or any shares of Jacobs Common Stock subject thereto unless and until the Award has been vested pursuant to this Section 2.
- (f) Each Vested Unit shall be settled by the delivery of one share of Common Stock (subject to adjustment under the Plan). Settlement will occur as soon as practicable following passage of each Maturity Date (or, if earlier, the date the Award becomes vested pursuant to the terms of the Plan, including Schedule B thereof). No fractional shares shall be issued pursuant to this Agreement set forth in Section 2(c).
- (g) Neither the Award, nor any interest therein nor any shares of Jacobs Common Stock payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily.

### 3. Section 409A Compliance

Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Plan and this Agreement shall be construed or deemed to be amended as necessary to comply with the requirements of Section 409A of the Code, to avoid the imposition of any additional or accelerated taxes or other penalties under Section 409A of the Code. The Committee, in its sole discretion, shall determine the requirements of Section 409A of the Code applicable to the Plan and this Agreement and shall interpret the terms of each consistently therewith. Under no circumstances, however, shall the Company have any liability under the Plan or this Agreement for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan and/or this Agreement, including any taxes, penalties or interest imposed under Section 409A of the Code.

### 4. Status of Participant

Employee shall have no rights as a stockholder (including, without limitation, any voting rights or rights to receive dividends with respect to the shares of Jacobs Common Stock subject to the Award) with respect to either the Award granted hereunder or the shares of Jacobs Common Stock underlying the Award, unless and until such shares are issued in respect of Vested Units, and then only to the extent of such issued shares.

5. Nature of Award.

In accepting the Award, Employee acknowledges, understands and agrees that:

- (a) The Plan is established voluntarily by the Company, that the Plan is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) The Award of the Restricted Stock Unit is voluntary and occasional and does not create any contractual or other right to receive future Awards of Restricted Stock Units, or any benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been awarded in the past;
- (c) All decisions with respect to future Restricted Stock Unit or other awards, if any, will be at the sole discretion of the Company;
- (d) The Restricted Stock Unit Award and Employee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company or any Related Company and shall not interfere with the ability of the Company, or any Related Company, as applicable, to terminate Employee's employment or service relationship (if any);
- (e) The Restricted Stock Unit and the shares of Jacobs Common Stock subject to the Restricted Stock Unit, the value of same, and any ultimate gain, loss, income or expense associated with the Award are not part of Employee's normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (f) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Unit for any reason, including forfeiture resulting from Employee ceasing to provide employment or other services to the Company or any Related Company (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee's employment agreement, if any), and in consideration of the Award of the Restricted Stock Unit to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute or allow to be instituted on his or her behalf any claim against the Company or any of its Related Companies, waives his or her ability, if any, to bring any such claim, and releases the Company and any Related Companies from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

## 6. Data Privacy

Employee understands that the Company and/or a Related Company may hold certain personal information about the Employee, including, but not limited to, Employee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Jacobs Common Stock or directorships held in the Company, details of all Awards or any other entitlement to shares of Jacobs Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Employee's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Company and its Related Companies for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

Employee understands that Data will be transferred to the Company's broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country or countries in which such recipients reside or operate (e.g., the United States) may have different data privacy laws and protections than Employee's country. Employee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Employee understands that Data will be held only as long as is necessary to implement, administer and manage Employee's participation in the Plan.

## 7. Payment of Withholding Taxes

Employee acknowledges that, regardless of any action taken by the Company or Related Companies or, if different, Employee's employer (the "Employer") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to Employee or deemed by the Company, Related Company or the Employer in its discretion to be an appropriate charge to Employee even if legally applicable to the Company, Related Company or the Employer ("Tax-Related Items"), is and remains Employee's responsibility and may exceed the amount actually withheld by the Company, Related Company or the Employer. Employee further acknowledges and agrees that the Company or Related Company and/or the Employer may, if it so determines, offset any Employer tax liabilities deemed applicable to Employee by reducing the shares of Jacobs Common Stock otherwise deliverable to Employee pursuant to this Agreement. Employee further acknowledges that the Company, Related Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units including, but not limited to, the grant, vesting or settlement of the Restricted Stock Units, the subsequent sale of shares of Jacobs Common Stock acquired pursuant to such settlement; and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Restricted Stock Units

to reduce or eliminate Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if Employee is subject to Tax-Related Items in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, Employee acknowledges that the Company, Related Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. The Company may refuse to issue or deliver any shares of Jacobs Common Stock to the Employee until the obligation for any Tax-Related Items due in connection with the Award has been satisfied .

Under no circumstances can the Company be required to withhold from the shares of Jacobs Common Stock that would otherwise be delivered to Employee upon settlement of the Award a number of shares having a total Fair Market Value that exceeds the amount of withholding taxes as determined by the Company at the time the Award vests.

#### 8. Services as Employee

Nothing contained in this Agreement or the Plan constitutes an employment or service commitment by the Company, affects the Employee's status as an employee at will who is subject to termination without cause, confers upon the Employee any right to remain employed by or in service to the Company, interferes in any way with the right of the Company at any time to terminate such employment or services, or affects the right of the Company to increase or decrease the Employee's other compensation or benefits. Nothing in this paragraph, however, is intended to adversely affect any independent contractual right of the Employee without his consent thereto.

#### 9. Terms and Conditions Applicable to PRC Nationals Only.

- (a) If Employee is a national of the Peoples' Republic of China ("PRC"), the Award and vesting of Restricted Stock Units is conditioned upon the Company securing all necessary approvals from the PRC State Administration of Foreign Exchange ("SAFE") to permit the operation of the Plan and the participation of PRC nationals employed by the Company or a Related Company, as determined by the Company in its sole discretion.
- (b) Employee agrees to hold the Jacobs Common Stock received upon settlement of the Restricted Stock Units with the Company's broker or any other agent designated by the Company until the Jacobs Common Stock is sold.
- (c) Employee understands and agrees that, due to exchange control laws in China, Employee will be required to immediately repatriate the proceeds from any sale of Jacobs Common Stock and any dividends received in relation to the Jacobs Common Stock to China. Employee further understands that the repatriation of such amounts may need to be effected through a special exchange control account established by the Company or the Related Company in China, and Employee hereby consents and agrees that all amounts derived from the Restricted Stock Units awarded under the Plan may be transferred to such special account prior to being delivered to Employee's personal account. Further, to the extent required

to comply with any foreign exchange rules, regulations or agreements with governmental authorities, Employee specifically authorizes the Company, the Related Company that employs Employee, the administrator or their respective agents, to sell the Jacobs Common Stock acquired under the Plan, following the termination of Employee's employment or service or at some other time determined by the Company or the administrator, including immediately following settlement of the Restricted Stock Units, and to repatriate the sale proceeds in such manner as may be designated by the Company or the administrator.

#### 10. Miscellaneous Provisions

This Agreement is governed in all respects by the Plan and applicable law. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall prevail. Subject to the limitations of the Plan, the Company may, with the written consent of Employee, amend this Agreement. This Agreement shall be construed, administered and enforced according to the laws of the State of California.

#### 11. Clawback

Employee agrees that if Employee is or becomes a section 16 executive officer of the Company, in the event of any Inaccurate Financial Statement, Employee will return to the Company on demand all incentive-based compensation payments (whether under this Award, the Plan or otherwise) made to Employee during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement (the "Payments"). In addition, Employee agrees to application of any clawback, forfeiture, recoupment, or similar requirement required to apply to incentive-based compensation granted to Employee under any current or future applicable law or listing standard or regulatory body requirement. An "Inaccurate Financial Statement" is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

#### 12. Agreement of Employee

By signing below or electronically accepting this Award, Employee (1) agrees to the terms and conditions of this Agreement, (2) confirms receipt of a copy of the Plan and all amendments and supplements thereto, and (3) appoints the officers of the Company as Employee's true and lawful attorney-in-fact, with full power of substitution in the premises, granting to each full power and authority to do and perform any and every act whatsoever requisite, necessary, or proper to be done, on behalf of Employee which, in the opinion of such attorney-in-fact, is necessary or prudent to effect the forfeiture of the Award to the Company, or the delivery of the Jacobs Common Stock to Employee, in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**JACOBS ENGINEERING GROUP INC.**  
**By:**

Steven J. Demetriou, President & Chief Executive Officer

**JACOBS ENGINEERING GROUP INC .  
RESTRICTED STOCK UNIT AGREEMENT**

**(Performance Shares - Earnings Per Share Growth)**

This Agreement is executed as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between JACOBS ENGINEERING GROUP INC. (the "Company") and \_\_\_\_\_ ("Employee") pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan (the "Plan"). Unless the context clearly indicates otherwise, all terms defined in the Plan and used in this Agreement (whether or not capitalized) have the meanings as set forth in the Plan.

1. Restricted Stock Units

Pursuant to the Plan, and in consideration for services rendered to the Company or Related Company or for their benefit, the Company hereby issues, as of the above date (the "Award Date") to Employee an award of restricted stock units in accordance with Paragraph 13 of the Plan and the terms and conditions of this Agreement (the "Award"). The target number of restricted stock units Employee is eligible to earn under this Agreement is \_\_\_\_\_ (the "Target Earnings Per Share Growth Restricted Stock Units"). Each restricted stock unit represents the right to receive one share of Jacobs Common Stock (subject to adjustment pursuant to the Plan) in accordance with the terms and subject to the conditions (including the vesting conditions) set forth in this Agreement and the Plan.

2. Vesting, Distribution

- (a) The Award shall not be vested as of the Award Date and shall be forfeitable by Employee without consideration or compensation unless and until otherwise vested pursuant to the terms of this Agreement.
  - (b) The number of restricted stock units earned under this Agreement shall be equal to the sum of the following (the "Earned Earnings Per Share Growth Restricted Stock Units"):
    - 1. An amount, not less than zero, equal to one-third of the Target Earnings Per Share Growth Restricted Stock Units multiplied by the Earnings Per Share Growth Performance Multiplier (as defined herein) determined based upon the growth in the Company's Earnings Per Share (as defined herein) from fiscal year 2015 to fiscal year 2016; plus
    - 2. An amount, not less than zero, equal to (A) two-thirds of the Target Earnings Per Share Growth Restricted Stock Units multiplied by the Earnings Per Share Growth Performance Multiplier determined based upon the Compound Annual Growth Rate (as defined herein) in the Company's Earnings Per Share for fiscal year 2017 as compared to fiscal year 2015 minus (B) the amount determined pursuant to paragraph 2(b)(1) above; plus
    - 3. An amount, not less than zero, equal to (A) the Target Earnings Per Share Growth Restricted Stock Units multiplied by the Earnings Per Share Growth Performance Multiplier determined based upon the Compound Annual Growth Rate in the Company's Earnings Per Share for fiscal year
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2018 as compared to fiscal year 2015 minus (B) the amount determined pursuant to paragraphs 2(b)(1) and 2(b)(2) above.

The “Compound Annual Growth Rate” for purposes of paragraphs 2(b)(2) and 2(b)(3) above shall be the growth rate which when multiplied twice times fiscal 2015 Earnings Per share (in the case of paragraph 2(b)(2)) or three times fiscal 2015 Earnings Per Share (in the case of paragraph 2(b)(3)) results, respectively, in a number equal to actual fiscal 2017 Earnings Per Share and fiscal 2018 Earnings Per Share. The Earnings Per Share Growth Performance Multiplier for purposes of the above calculations will be determined by reference to the following table based upon the growth rate in the Company's Earnings Per Share over the relevant fiscal periods:

<b>Earnings Per Share Growth Rate</b>	<b>Earnings Per Share Growth Performance Multiplier</b>
Less than 4%	0
4%	50%
7.5%	100%
15%	150%
20% or greater	200%

If the Company's growth rate in Earnings Per Share over the applicable fiscal periods is between 4% and 7.5%, 7.5% and 15%, or 15% and 20%, the Earnings Per Share Growth Performance Multiplier will be determined using straight line interpolation based on the actual growth rate in Earnings Per Share.

For purposes of this Section 2(b), “Earnings Per Share” for any fiscal period is computed by dividing Net Earnings by the weighted average number of shares of the Company's common stock outstanding during the period. Net Earnings means the net earnings attributable to the Company as reported in its consolidated financial statements for such period determined in accordance with accounting principles generally accepted in the United States (“GAAP”) (A) as may be adjusted to eliminate the effects of (i) costs associated with restructuring activities, as determined in accordance with GAAP, regardless of whether the Company discloses publicly the amount of such restructuring costs or the fact that the Company engaged in restructuring activities during the periods restructuring costs were incurred; and (ii) gains or losses associated with discontinued operations, as determined in accordance with GAAP, but limited to the first reporting period an operation is determined to be discontinued and all subsequent periods (i.e., there will be no retroactive application of this adjustment); and (B) as adjusted for all gains or losses associated with events or transactions that the HR&C Committee has made a finding are unusual in nature, infrequently occurring and otherwise not indicative of the Company's normal operations, and therefore, not indicative of the underlying Company performance. For purposes of this part (B), such events or transactions could include: (i) settlements of claims and litigation; (ii) disposals of operations including a disposition of a significant amount of the Company's assets; (iii) losses on sales of investments; and (iv) changes in laws and/or regulations.

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- (c) After the Award Date, a number of restricted stock units equal to the Earned Earnings Per Share Growth Restricted Stock Units will become 100% vested (referred to as “Vested Units”) on the third anniversary of the Award Date (the “Maturity Date”), provided that, except as provided in subparagraph (d) below, Employee remains continuously employed by the Company or Related Company through such Maturity Date.
- (d) Notwithstanding anything herein to the contrary, in the event that Employee’s employment with the Company terminates as a result of Employee’s Retirement prior to the Maturity Date, this Award shall remain outstanding and shall vest on the Maturity Date (based on actual performance through the entire performance period); provided, that on the Maturity Date only a pro-rated portion (based on the number of days during the period between the Award Date and the Maturity Date that Employee was employed by the Company prior to Employee’s Retirement) of the Earned Earnings Per Share Growth Restricted Stock Units will become vested, with the remainder of the Award forfeited at that time.
- (e) Notwithstanding anything herein to the contrary, in the event of a Change in Control, the number of Earned Earnings Per Share Growth Restricted Stock Units shall be determined as of the date such Change in Control is consummated, rather than the Maturity Date, with the number of Earned Earnings Per Share Growth Restricted Stock Units determined as set forth in Section 2(b) hereof, except that: (1) if the Change in Control occurs prior to the last day of fiscal year 2016, the Earnings Per Share Growth Performance Multiplier will be 100%; and (2) if the Change in Control occurs upon or after the last day of fiscal year 2016, the number of Earned Earnings Per Share Growth Restricted Stock Units will be determined pursuant to Section 2(b) based upon performance through the the last day of the fiscal year immediately preceding or coinciding with the date of the Change in Control, plus an additional number of restricted stock units, not less than zero, equal to (A) the Target Earnings Per Share Growth Restricted Stock Units multiplied by the Earnings Per Share Growth Performance Multiplier determined based upon the applicable Compound Annual Growth Rate in the Company’s Earnings Per Share through the end of the last fiscal quarter completed on or prior to the date of the Change in Control, minus (B) the amount determined pursuant to Section 2(b) based upon performance through the last day of the fiscal year immediately preceding or coinciding with the date of the Change in Control.

Following a Change in Control, except as otherwise set forth in the Plan (including Schedule B thereof), the Earned Earnings Per Share Growth Restricted Stock Units shall remain outstanding and subject to the terms and conditions of the Plan and this Agreement, including the vesting condition of continued employment through the Maturity Date.

- (f) Except as set forth herein and in the Plan (including Schedule B thereof the terms of which shall apply to the Award to the extent such terms do not conflict with the terms hereof), Employee has no rights, partial or otherwise in the Award and/or any shares of Jacobs Common Stock subject thereto unless and until the Award has been earned and vested pursuant to this Section 2.
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- (g) Each Vested Unit shall be settled by the delivery of one share of Common Stock (subject to adjustment under the Plan). Settlement will occur as soon as practicable following certification by the Company of the number of Earnings Per Share Growth Restricted Stock Units and passage of the Maturity Date (or, if earlier, the date the Award becomes vested pursuant to the terms of the Plan, including Schedule B thereof), but in no event later than 30 days following the Maturity Date (or such earlier date that the Award becomes vested). No fractional shares shall be issued pursuant to this Agreement.
- (h) Neither the Award, nor any interest therein nor shares of Jacobs Common Stock payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily.

3. Section 409A Compliance

Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Plan and this Agreement shall be construed or deemed to be amended as necessary to comply with the requirements of Section 409A of the Code, to avoid the imposition of any additional or accelerated taxes or other penalties under Section 409A of the Code. The Committee, in its sole discretion, shall determine the requirements of Section 409A of the Code applicable to the Plan and this Agreement and shall interpret the terms of each consistently therewith. Under no circumstances, however, shall the Company have any liability under the Plan or this Agreement for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan and/or this Agreement, including any taxes, penalties or interest imposed under Section 409A of the Code.

4. Status of Participant

Employee shall have no rights as a stockholder (including, without limitation, any voting rights or rights to receive dividends with respect to the shares of Jacobs Common Stock subject to the Award) with respect to either the Award granted hereunder or the shares of Jacobs Common Stock underlying the Award, unless and until such shares are issued in respect of Vested Units, and then only to the extent of such issued shares.

5. Nature of Award

In accepting the Award, Employee acknowledges, understands and agrees that:

- (a) The Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) The Award of the restricted stock units hereunder is voluntary and occasional and does not create any contractual or other right to receive future Awards of restricted stock units, or any benefits in lieu of restricted stock units, even if restricted stock units have been awarded in the past;
  - (c) All decisions with respect to future restricted stock unit or other awards, if any, will be at the sole discretion of the Company;
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- (d) The Award and Employee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, or any Related Companies and shall not interfere with the ability of the Company, or any Related Company, as applicable, to terminate Employee's employment or service relationship (if any);
- (e) The Award and the shares of Jacobs Common Stock subject to the Award, the value of same, and any ultimate gain, loss, income or expense associated with the Award are not part of Employee's normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (f) No claim or entitlement to compensation or damages shall arise from forfeiture of the Award for any reason, including forfeiture resulting from Employee ceasing to provide employment or other services to the Company or any Related Company (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee's employment agreement, if any), and in consideration of the Award to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute or allow to be instituted on his or her behalf any claim against the Company or any of its Related Companies, waives his or her ability, if any, to bring any such claim, and releases the Company and any Related Companies from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

6. Data Privacy

Employee understands that the Company and/or a Related Company may hold certain personal information about the Employee, including, but not limited to, Employee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Jacobs Common Stock or directorships held in the Company, details of all Awards or any other entitlement to shares of Jacobs Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Employee's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Company and its Related Companies for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

Employee understands that Data will be transferred to the Company's broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Employee understands that the recipients of the Data may be located

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in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Employee's country. Employee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage Employee's participation in the Plan.

7. Payment of Withholding Taxes

Employee acknowledges that, regardless of any action taken by the Company or Related Companies or, if different, Employee's employer (the "Employer") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to Employee or deemed by the Company, Related Company or the Employer in its discretion to be an appropriate charge to Employee even if legally applicable to the Company, Related Company or the Employer ("Tax-Related Items"), is and remains Employee's responsibility and may exceed the amount actually withheld by the Company, Related Company or the Employer. Employee further acknowledges and agrees that the Company or Related Company and/or the Employer may, if it so determines, offset any Employer tax liabilities deemed applicable to Employee by reducing the shares of Jacobs Common Stock otherwise deliverable to Employee pursuant to this Agreement. Employee further acknowledges that the Company, Related Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the restricted stock units including, but not limited to, the grant, vesting or settlement of the restricted stock units, the subsequent sale of shares of Jacobs Common Stock acquired pursuant to such settlement; and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the restricted stock units to reduce or eliminate Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if Employee is subject to Tax-Related Items in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding event, as applicable, Employee acknowledges that the Company, Related Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. The Company may refuse to issue or deliver any shares of Jacobs Common Stock to the Employee until the obligation for any Tax-Related Items due in connection with the Award has been satisfied.

Under no circumstances can the Company be required to withhold from the shares of Jacobs Common Stock that would otherwise be delivered to Employee upon settlement of the Award a number of shares having a total Fair Market Value that exceeds the amount of withholding taxes as determined by the Company at the time the Award vests.

8. Services as Employee

Nothing contained in this Agreement or the Plan constitutes an employment or service commitment by the Company, affects the Employee's status as an employee at will who is subject to termination without cause, confers upon the Employee any right to remain employed by or in service to the Company, interferes in any way with the right of the Company at any time to terminate such employment or services, or affects the right of the Company to increase or decrease the Employee's other compensation or benefits. Nothing in this paragraph, however, is

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intended to adversely affect any independent contractual right of the Employee without his consent thereto.

9. Miscellaneous Provisions

This Agreement is governed in all respects by the Plan and applicable law. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall prevail. Subject to the limitations of the Plan, the Company may, with the written consent of Employee, amend this Agreement. This Agreement shall be construed, administered and enforced according to the laws of the State of California.

10. Clawback

Employee agrees that if Employee is or becomes a section 16 executive officer of the Company, in the event of any Inaccurate Financial Statement, Employee will return to the Company on demand all incentive-based compensation payments (whether under this Award, the Plan or otherwise) made to Employee during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement (the "Payments"). In addition, Employee agrees to application of any clawback, forfeiture, recoupment, or similar requirement required to apply to incentive-based compensation granted to Employee under any current or future applicable law or listing standard or regulatory body requirement. An "Inaccurate Financial Statement" is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

11. Agreement of Employee

By signing below or electronically accepting this Award, Employee (1) agrees to the terms and conditions of this Agreement, (2) confirms receipt of a copy of the Plan and all amendments and supplements thereto, and (3) appoints the officers of the Company as Employee's true and lawful attorney-in-fact, with full power of substitution in the premises, granting to each full power and authority to do and perform any and every act whatsoever requisite, necessary, or proper to be done, on behalf of Employee which, in the opinion of such attorney-in-fact, is necessary or prudent to effect the forfeiture of the Award to the Company, or the delivery of the Jacobs Common Stock to Employee, in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**JACOBS ENGINEERING GROUP INC.**

**By:**

Steven J. Demetriou, President and Chief

Executive Officer

**JACOBS ENGINEERING GROUP INC .  
RESTRICTED STOCK UNIT AGREEMENT**

**(Performance Shares – TSR)**

This Agreement is executed as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between JACOBS ENGINEERING GROUP INC. (the “Company”) and \_\_\_\_\_ (“Employee”) pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan (the “Plan”). Unless the context clearly indicates otherwise, all terms defined in the Plan and used in this Agreement (whether or not capitalized) have the meanings as set forth in the Plan.

1. Restricted Stock Units

Pursuant to the Plan, and in consideration for services rendered to the Company or Related Company or for their benefit, the Company hereby issues, as of the above date (the “Award Date”) to Employee an award of restricted stock units in accordance with Paragraph 13 of the Plan and the terms and conditions of this Agreement (the “Award”). The target number of restricted stock units Employee is eligible to earn under this Agreement is \_\_\_\_\_ (the “Target TSR Restricted Stock Units”). Each restricted stock unit represents the right to receive one share of Jacobs Common Stock (subject to adjustment pursuant to the Plan) in accordance with the terms and subject to the conditions (including the vesting conditions) set forth in this Agreement and the Plan.

2. Vesting, Distribution

- (a) The Award shall not be vested as of the Award Date and shall be forfeitable by Employee without consideration or compensation unless and until otherwise vested pursuant to the terms of this Agreement.
- (b) The number of restricted stock units earned under this Agreement (the “Earned TSR Restricted Stock Units”) shall be equal to the Target TSR Restricted Stock Units multiplied by the TSR Performance Multiplier (as defined herein). The “TSR Performance Multiplier” will be determined by comparing the Company’s total stockholder return to the total stockholder return of each of the companies in the Industry Peer Group (as set forth below) over the three-year period immediately following November 19, 2015 (the “Performance Period”). For purposes of computing total stockholder return, the beginning stock price will be the average stock price over the 30 calendar day period ending on November 19, 2015, and the ending stock price will be the average stock price over the 30 calendar day period ending on the last day of the Performance Period. Any dividend payments over the performance period by a company will be deemed re-invested on the ex-dividend date in additional shares of the company.

The TSR Performance Multiplier will be calculated as set forth in the following table based upon the Company’s total stockholder return over the Performance Period when ranked against the total stockholder return over the Performance Period of each of the companies in the Industry Peer Group:

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<b>Company TSR Rank</b>	<b>TSR Performance Multiplier</b>
Below 30th percentile	0
30th percentile	50%
50th percentile	100%
70th percentile or above	150%

If the Company's total stockholder return over the Performance Period is between the 30th and 50th percentiles or 50th and 70th percentiles when ranked against the total stockholder return over the Performance Period of each of the companies in the Industry Peer Group, the TSR Performance Multiplier will be determined using straight line interpolation based on the actual percentile ranking.

The "Industry Peer Group" consists of the following companies: AECOM Technology Corporation, Chicago Bridge & Iron Company, Computer Sciences Corporation, EMCOR Group, Inc., Fluor Corporation, Foster Wheeler AG, KBR, Inc., L-3 Communications Holdings, Inc., Leidos Holdings, Inc., Northrop Grumman Corporation, Quanta Services, Raytheon Company and URS Corporation, or any successors thereto, in each case, to the extent each is a publicly-traded corporation throughout the entire Performance Period.

- (c) After the Award Date, a number of restricted stock units equal to the Earned TSR Restricted Stock Units will become 100% vested (referred to as "Vested Units") on the third anniversary of November 19, 2015 (the "Maturity Date"), provided that, except as provided in subparagraph (d) below, Employee remains continuously employed by the Company or Related Company through such Maturity Date.
  - (d) Notwithstanding anything herein to the contrary, in the event that Employee's employment with the Company terminates as a result of Employee's Retirement prior to the Maturity Date, this Award shall remain outstanding and shall vest on the Maturity Date based on actual performance through the entire performance period; provided, that on the Maturity Date only a pro-rated portion (based on the number of days during the period between the Award Date and the Maturity Date that Employee was employed by the Company prior to Employee's Retirement) of the Earned TSR Restricted Stock Units will become vested, with the remainder of the Award forfeited at that time.
  - (e) Notwithstanding anything herein to the contrary, in the event of a Change in Control, the number of Earned TSR Restricted Stock Units shall be determined as of the date such Change in Control is consummated, rather than the Maturity Date, with the number of Earned TSR Restricted Stock Units determined as set forth in Section 2(b) hereof, except that: (1) if the Change in Control occurs prior to the last day of fiscal year 2016, the Relative TSR Performance Multiplier will be 100%; and (2) if the Change in Control occurs upon or after the last day of fiscal year 2016, the Relative TSR Performance Multiplier shall be determined pursuant to Section 2(b) based upon the Company's total stockholder return and the total stockholder return of each of the companies in the Industry Peer Group through the date of the Change
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in Control (and, with respect to the Company, taking into account the consideration per share to be paid in the Change in Control transaction).

Following a Change in Control, except as otherwise set forth in the Plan (including Schedule B thereof), the Earned TSR Restricted Stock Units shall remain outstanding and subject to the terms and conditions of the Plan and this Agreement, including the vesting condition of continued employment through the Maturity Date.

- (f) Except as set forth herein and in the Plan (including Schedule B thereof the terms of which shall apply to the Award to the extent such terms do not conflict with the terms hereof), Employee has no rights, partial or otherwise in the Award and/or any shares of Jacobs Common Stock subject thereto unless and until the Award has been earned and vested pursuant to this Section 2.
- (g) Each Vested Unit shall be settled by the delivery of one share of Common Stock (subject to adjustment under the Plan). Settlement will occur as soon as practicable following certification by the Company of the number of Earned TSR Restricted Stock Units and passage of the Maturity Date (or, if earlier, the date the Award becomes vested pursuant to the terms of the Plan, including Schedule B thereof), but in no event later than 30 days following the Maturity Date (or such earlier date that the Award becomes vested). No fractional shares shall be issued pursuant to this Agreement.
- (h) Neither the Award, nor any interest therein nor shares of Jacobs Common Stock payable in respect thereof may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily.

### 3. Section 409A Compliance

Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Plan and this Agreement shall be construed or deemed to be amended as necessary to comply with the requirements of Section 409A of the Code, to avoid the imposition of any additional or accelerated taxes or other penalties under Section 409A of the Code. The Committee, in its sole discretion, shall determine the requirements of Section 409A of the Code applicable to the Plan and this Agreement and shall interpret the terms of each consistently therewith. Under no circumstances, however, shall the Company have any liability under the Plan or this Agreement for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan and/or this Agreement, including any taxes, penalties or interest imposed under Section 409A of the Code.

### 4. Status of Participant

Employee shall have no rights as a stockholder (including, without limitation, any voting rights or rights to receive dividends with respect to the shares of Jacobs Common Stock subject to the Award) with respect to either the Award granted hereunder or the shares of Jacobs Common Stock underlying the Award, unless and until such shares are issued in respect of Vested Units, and then only to the extent of such issued shares.

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5. Nature of Award

In accepting the Award, Employee acknowledges, understands and agrees that:

- (a) The Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) The Award of the restricted stock units hereunder is voluntary and occasional and does not create any contractual or other right to receive future Awards of restricted stock units, or any benefits in lieu of restricted stock units, even if restricted stock units have been awarded in the past;
  - (c) All decisions with respect to future restricted stock unit or other awards, if any, will be at the sole discretion of the Company;
  - (d) The Award and Employee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, or any Related Companies and shall not interfere with the ability of the Company, or any Related Company, as applicable, to terminate Employee's employment or service relationship (if any);
  - (e) The Award and the shares of Jacobs Common Stock subject to the Award, the value of same, and any ultimate gain, loss, income or expense associated with the Award are not part of Employee's normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
  - (f) No claim or entitlement to compensation or damages shall arise from forfeiture of the Award for any reason, including forfeiture resulting from Employee ceasing to provide employment or other services to the Company or any Related Company (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee's employment agreement, if any), and in consideration of the Award to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute or allow to be instituted on his or her behalf any claim against the Company or any of its Related Companies, waives his or her ability, if any, to bring any such claim, and releases the Company and any Related Companies from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.
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6. Data Privacy

Employee understands that the Company and/or a Related Company may hold certain personal information about the Employee, including, but not limited to, Employee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Jacobs Common Stock or directorships held in the Company, details of all Awards or any other entitlement to shares of Jacobs Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Employee's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Company and its Related Companies for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

Employee understands that Data will be transferred to the Company's broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country (e.g., the United States) may have different data privacy laws and protections than Employee's country. Employee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. The Employee understands that Data will be held only as long as is necessary to implement, administer and manage Employee's participation in the Plan.

7. Payment of Withholding Taxes

Employee acknowledges that, regardless of any action taken by the Company or Related Companies or, if different, Employee's employer (the "Employer") the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to Employee or deemed by the Company, Related Company or the Employer in its discretion to be an appropriate charge to Employee even if legally applicable to the Company, Related Company or the Employer ("Tax-Related Items"), is and remains Employee's responsibility and may exceed the amount actually withheld by the Company, Related Company or the Employer. Employee further acknowledges and agrees that the Company or Related Company and/or the Employer may, if it so determines, offset any Employer tax liabilities deemed applicable to Employee by reducing the shares of Jacobs Common Stock otherwise deliverable to Employee pursuant to this Agreement. Employee further acknowledges that the Company, Related Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the restricted stock units including, but not limited to, the grant, vesting or settlement of the restricted stock units, the subsequent sale of shares of Jacobs Common Stock acquired pursuant to such settlement; and (2) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the restricted stock units to reduce or eliminate Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if Employee is subject to Tax-Related Items in more than one jurisdiction between the Award Date and the date of any relevant taxable or tax withholding

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event, as applicable, Employee acknowledges that the Company, Related Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. The Company may refuse to issue or deliver any shares of Jacobs Common Stock to the Employee until the obligation for any Tax-Related Items due in connection with the Award has been satisfied.

Under no circumstances can the Company be required to withhold from the shares of Jacobs Common Stock that would otherwise be delivered to Employee upon settlement of the Award a number of shares having a total Fair Market Value that exceeds the amount of withholding taxes as determined by the Company at the time the Award vests.

8. Services as Employee

Nothing contained in this Agreement or the Plan constitutes an employment or service commitment by the Company, affects the Employee's status as an employee at will who is subject to termination without cause, confers upon the Employee any right to remain employed by or in service to the Company, interferes in any way with the right of the Company at any time to terminate such employment or services, or affects the right of the Company to increase or decrease the Employee's other compensation or benefits. Nothing in this paragraph, however, is intended to adversely affect any independent contractual right of the Employee without his consent thereto.

9. Miscellaneous Provisions

This Agreement is governed in all respects by the Plan and applicable law. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall prevail. Subject to the limitations of the Plan, the Company may, with the written consent of Employee, amend this Agreement. This Agreement shall be construed, administered and enforced according to the laws of the State of California.

10. Clawback

Employee agrees that if Employee is or becomes a section 16 executive officer of the Company, in the event of any Inaccurate Financial Statement, Employee will return to the Company on demand all incentive-based compensation payments (whether under this Award, the Plan or otherwise) made to Employee during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement (the "Payments"). In addition, Employee agrees to application of any clawback, forfeiture, recoupment, or similar requirement required to apply to incentive-based compensation granted to Employee under any current or future applicable law or listing standard or regulatory body requirement. An "Inaccurate Financial Statement" is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

11. Agreement of Employee

By signing below or electronically accepting this Award, Employee (1) agrees to the terms and conditions of this Agreement, (2) confirms receipt of a copy of the Plan and all amendments and supplements thereto, and (3) appoints the officers of the Company as Employee's true and lawful attorney-in-fact, with full power of substitution in the premises, granting to each full power

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and authority to do and perform any and every act whatsoever requisite, necessary, or proper to be done, on behalf of Employee which, in the opinion of such attorney-in-fact, is necessary or prudent to effect the forfeiture of the Award to the Company, or the delivery of the Jacobs Common Stock to Employee, in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**JACOBS ENGINEERING GROUP INC.**

**By:**

Steven J. Demetriou,

President and Chief Executive Officer

**JACOBS ENGINEERING GROUP INC .**  
**RESTRICTED STOCK UNIT AGREEMENT (CASH-SETTLED - NON-US EMPLOYEES)**

This Agreement is executed as of \_\_\_\_\_ by and between JACOBS ENGINEERING GROUP INC. (the “Company”) and \_\_\_\_\_ (“Employee”) pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan, as amended (the “Plan”). Unless the context clearly indicates otherwise, all terms defined in the Plan and used in this Agreement (whether or not capitalized) have the meanings as set forth in the Plan.

1. Restricted Stock Units

Pursuant to the Plan, and in consideration for services rendered and to be rendered to the Company or Related Company or for their benefit, the Company hereby issues, as of the above date (the “Award Date”) to Employee an award of restricted stock units in accordance with Paragraphs 13 and 17 of the Plan and the terms and conditions of this Agreement (the “Award”). The number of restricted stock units Employee is eligible to earn under this Agreement is \_\_\_\_\_ (the “Restricted Stock Units”). Each restricted stock unit represents the right to receive a cash payment equal to the Fair Market Value (“FMV”) of one share of Jacobs Common Stock (subject to adjustment pursuant to the Plan) in accordance with the terms and subject to the conditions (including the vesting conditions) set forth in this Agreement and the Plan.

2. Vesting, Distribution

- (a) The Award shall not be vested as of the Award Date and shall be forfeitable unless and until otherwise vested pursuant to the terms of this Agreement.
- (b) The Restricted Stock Units issued hereby shall be subject to the restrictions on transfer as set forth in this Agreement (referred to as the “Forfeiture Restrictions”). The provisions of Section 13 of the Plan relating to the restrictions on transfers of Restricted Stock Units, including all amendments, revisions and modifications thereto as may hereafter be adopted, are hereby incorporated in this Agreement as if set forth in full herein. Unless and until the Forfeiture Restrictions have lapsed, the Restricted Stock Units shall be unvested and subject to forfeiture hereunder.
- (c) In the event Employee ceases to be an employee of the Company or any of its Related Companies for any reason other than as a result of death or the Employee becoming disabled, Employee shall, for no consideration, forfeit and surrender to the Company the Restricted Stock Units that are subject to the Forfeiture Restrictions effected as of the date the Employee’s employment with the Company or Related Company terminates. Schedule B of the Plan, which is incorporated herein by this reference, establishes the effects on this Award of other changes to (i) the Employee’s employment status with the Company or Related Company; (ii) the Employee’s employer; and, (iii) the Company’s ownership interest in Employee’s employer.
- (d) After the Award Date, the Restricted Stock Units will become twenty-five percent (25%) vested on the first anniversary of the Award Date, twenty-five percent (25%) vested on the second anniversary of the Award Date, twenty-five percent (25%) vested on the third anniversary of the Award Date and the remaining twenty-five percent (25%) vested (collectively referred to as “Vested Units”) on the fourth anniversary of the Award Date

(each vesting of Restricted Stock Units is a "Maturity Date"), provided that Employee remains continuously employed by the Company through such Maturity Date.

- (e) Except as set forth in the Plan (including Schedule B thereof the terms of which shall apply to the Award), Employee has no rights, partial or otherwise, in the Award and/or any shares of Jacobs Common Stock subject thereto or to the FMV of any such shares of Jacobs Common Stock or to any cash payment the Employee may otherwise be entitled to pursuant to this Agreement unless and until the Award has been vested pursuant to this Section 2.
- (f) Each Vested Unit shall be settled in cash in an amount equal to the FMV of one share of Common Stock on each Maturity Date (subject to adjustment under the Plan). Settlement will occur as soon as practicable following passage of each Maturity Date (or, if earlier, the date the Award becomes vested pursuant to the terms of the Plan, including Schedule B thereof).
- (g) Neither the Award, nor any interest therein including any right to receive any cash payment pursuant to this Agreement may be sold, assigned, transferred, pledged or otherwise disposed of, alienated or encumbered, either voluntarily or involuntarily.

### 3. Section 409A Compliance

Notwithstanding any other provision of the Plan or this Agreement to the contrary, the Plan and this Agreement shall be construed or deemed to be amended as necessary to comply with the requirements of Section 409A of the Code, to avoid the imposition of any additional or accelerated taxes or other penalties under Section 409A of the Code. The Committee, in its sole discretion, shall determine the requirements of Section 409A of the Code applicable to the Plan and this Agreement and shall interpret the terms of each consistently therewith. Under no circumstances, however, shall the Company have any liability under the Plan or this Agreement for any taxes, penalties or interest due on amounts paid or payable pursuant to the Plan and/or this Agreement, including any taxes, penalties or interest imposed under Section 409A of the Code.

### 4. Status of Participant

Employee shall have no rights as a stockholder (including, without limitation, any voting rights or rights to receive dividends with respect to the shares of Jacobs Common Stock subject to the Award) with respect to either the Award granted hereunder or the shares of Jacobs Common Stock underlying the Award.

### 5. Nature of Award.

In accepting the Award, Employee acknowledges, understands and agrees that:

- (a) The Plan is established voluntarily by the Company, that the Plan is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) The Award of the Restricted Stock Unit is voluntary and occasional and does not create any contractual or other right to receive future Awards of Restricted Stock Units or any benefits in lieu of Restricted Stock Units, even if Restricted Stock Units have been awarded in the past;

- (c) All decisions with respect to future Restricted Stock Unit or other awards, if any, will be at the sole discretion of the Company;
- (d) The Award and Employee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or services contract with the Company, or any Related Company and shall not interfere with the ability of the Company, or any Related Company, as applicable, to terminate Employee's employment or service relationship (if any);
- (e) The Award Unit and any ultimate gain, loss, income or expense associated with the Award are not part of Employee's normal or expected compensation for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;
- (f) No claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Unit for any reason, including forfeiture resulting from Employee ceasing to provide employment or other services to the Company or any Related Company (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Employee is employed or the terms of Employee's employment agreement, if any), and in consideration of the Award of the Restricted Stock Unit to which Employee is otherwise not entitled, Employee irrevocably agrees never to institute or allow to be instituted on his or her behalf any claim against the Company or any of its Related Companies, waives his or her ability, if any, to bring any such claim, and releases the Company and any Related Companies from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Employee shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

#### 1. Data Privacy

Employee understands that the Company and/or a Related Company may hold certain personal information about the Employee, including, but not limited to, Employee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Jacobs Common Stock or directorships held in the Company, details of all Awards or any other entitlement to shares of Jacobs Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Employee's favor, for the exclusive purpose of implementing, administering and managing the Plan ("Data").

Employee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Employee's personal data as described in this Agreement and any other Award materials by and among, as applicable, the Company and its Related Companies for the exclusive purpose of implementing, administering and managing Employee's participation in the Plan.

Employee understands that Data will be transferred to the Company's broker, administrative agents or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. Employee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipients' country or countries in which such recipients reside or operate (e.g., the United



States) may have different data privacy laws and protections than Employee's country. Employee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Employee understands that Data will be held only as long as is necessary to implement, administer and manage Employee's participation in the Plan.

## 2. Responsibility for Taxes & Withholding

Regardless of any action the Company or any of its Related Companies takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable to the Employee ("Tax-Related Items"), Employee acknowledges that the ultimate liability for all Tax-Related Items is and remains the Employee's responsibility and may exceed the amount actually withheld by the Company or any of its Related Companies. Employee further acknowledges that the Company and/or its Related Companies (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to, the grant, or vesting of the Restricted Stock Units, and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if Employee becomes subject to tax in more than one jurisdiction between the Award Date and the date of any relevant taxable event, Employee acknowledges that Company and/or its Related Companies may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, Employee authorizes the Company and/or its Related Companies, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (i) withholding from wages or other cash compensation paid to the Employee by the Company and/or its Related Companies; or
- (ii) withholding from the cash to be issued to the Employee upon the payment of the Restricted Stock Unit.

## 3. Services as Employee

Nothing contained in this Agreement or the Plan constitutes an employment or service commitment by the Company, affects the Employee's status as an employee at will who is subject to termination without cause, confers upon the Employee any right to remain employed by or in service to the Company, interferes in any way with the right of the Company at any time to terminate such employment or services, or affects the right of the Company to increase or decrease the Employee's other compensation or benefits. Nothing in this paragraph, however, is intended to adversely affect any independent contractual right of the Employee without his consent thereto.

## 4. Miscellaneous Provisions

This Agreement is governed in all respects by the Plan and applicable law. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall prevail. Subject to the limitations of the Plan, the Company may, with the written consent of Employee, amend

this Agreement. This Agreement shall be construed, administered and enforced according to the laws of the State of California.

5. Clawback

Employee agrees that if Employee is or becomes a section 16 executive officer of the Company, in the event of any Inaccurate Financial Statement, Employee will return to the Company on demand all incentive-based compensation payments (whether under this Award, the Plan or otherwise) made to Employee during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement (the "Payments"). In addition, Employee agrees to application of any clawback, forfeiture, recoupment, or similar requirement required to apply to incentive-based compensation granted to Employee under any current or future applicable law or listing standard or regulatory body requirement. An "Inaccurate Financial Statement" is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

6. Agreement of Employee

By signing below or electronically accepting this Award, Employee (1) agrees to the terms and conditions of this Agreement, (2) confirms receipt of a copy of the Plan and all amendments and supplements thereto, and (3) appoints the officers of the Company as Employee's true and lawful attorney-in-fact, with full power of substitution in the premises, granting to each full power and authority to do and perform any and every act whatsoever requisite, necessary, or proper to be done, on behalf of Employee which, in the opinion of such attorney-in-fact, is necessary or prudent to effect the forfeiture of the Award to the Company, or the payment of any cash to Employee, in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**JACOBS ENGINEERING GROUP INC.**

**By:**

Steven J. Demetriou, President & Chief Executive Officer

**JACOBS ENGINEERING GROUP INC.**  
**NONQUALIFIED STOCK OPTION AGREEMENT**  
**(1999 Stock Incentive Plan)**

This Agreement is executed on \_\_\_\_\_, 20\_\_, by and between JACOBS ENGINEERING GROUP INC., a Delaware corporation (the "Company"), and \_\_\_\_\_ ("Optionee") pursuant to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan (the "Plan"). Unless the context clearly indicates otherwise, capitalized terms used in this Agreement, to the extent they are defined in the Plan, have the same meaning as set-forth in the Plan.

1. Stock Option

(a) The Company hereby grants to Optionee the option (the "Option") to purchase up to \_\_\_\_\_ shares of Jacobs Common Stock at a purchase price of \$\_\_ per share, to be issued upon the exercise thereof in cumulative annual installments as follows:

(i) An installment of 25% of the Option shall become exercisable one year following the date upon which this Option is granted (the "Grant Date"), with additional installments of 25% becoming exercisable on each anniversary of the Grant Date so that the Option is fully exercisable at the end of four (4) years from the Grant Date.

(ii) No Option may be exercised in whole or in part prior to the one-year anniversary of the Grant Date.

(iii) No Option may be exercised in whole or in part after the expiration of ten years from the Grant Date.

(b) Schedule A to the Plan establishes the effects on an outstanding Option of the Optionee's termination of employment, other changes of employment or employer status, death, Disability, Retirement, or a Change in Control, and is hereby incorporated by reference. Notwithstanding the provisions of Schedule A to the Plan, the provisions of Paragraph 3, below, shall apply to this Option.

2. Exercise of Option

(a) Each installment of this Option as set forth above may be exercised, in whole or in part, in one or more exercises, during the time periods stated above. This Option, or any exercisable portion thereof, may be exercised solely by delivery to the Company of all of the following prior to the time when this Option or exercisable portion thereof, becomes unexercisable under Paragraph 1:

(i) Notice in writing signed by Optionee or another person then entitled to exercise this Option or portion, stating that this Option or portion is being exercised; and

(ii) Payment of the full purchase price of the Option. The purchase price may be paid in cash or, at the discretion of the Committee, by the delivery or constructive exchange of shares of Jacobs Common Stock that have been owned by the Optionee for at least six months prior to the exercise, or a combination of cash and such shares having a total value equal to the option exercise price. Any shares so exchanged or assigned shall be valued at their Fair Market Value, as defined in the Plan.

(iii) If this Option, or any exercisable portion of this Option, is being exercised pursuant to Paragraph 4 hereof by any person or persons other than the Optionee, then proof, reasonably

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satisfactory to the Company, of the authority of such person or persons to exercise this Option or portion.

(b) In no event may this Option be exercised in such a manner as to require the Company to issue fractional shares.

3. Effect of Engaging in Detrimental Activity

(a) For purposes of this Paragraph 3, "Detrimental Activity" means activity that is determined by the Committee, in its sole and absolute discretion, to be detrimental to the interests of the Company or any of its Related Companies, including but not limited to situations where Optionee: (1) divulges trade secrets of the Company or any Related Company, proprietary data or other confidential information relating to the Company or any Related Company or to the business of the Company or any Related Company, (2) enters into employment with a competitor of the Company or any Related Company under circumstances suggesting that Optionee will be using unique or special knowledge gained as an employee of the Company or any Related Company to compete with the Company or any Related Company, (3) is convicted by a court of competent jurisdiction of any felony or of a crime involving moral turpitude, (4) uses information obtained during the course of his or her employment by the Company or any Related Company for his or her own purposes, such as for the solicitation of business or the employees of the Company or any Related Company, (5) is determined to have engaged (whether or not prior to termination due to Retirement) in either gross misconduct or criminal activity harmful to the Company or any Related Company, or (6) takes any action that harms the business interests, reputation, or goodwill of the Company and/or any of its subsidiaries or Related Companies.

(b) If the Optionee's employment is terminated in a manner that results in the Optionee retaining an interest in the options granted hereunder beyond the date of termination, and if an allegation of Detrimental Activity by Optionee is made to the Committee, then the Committee may suspend the exercisability of this Option for up to two months from its receipt of such allegation to permit an investigation of the allegation.

(c) If the Committee, in its sole discretion, determines that the Optionee has engaged in Detrimental Activity, then all unexercised options granted hereunder shall expire forthwith.

4. Data Privacy

Optionee understands that the Company and/or a Related Company may hold certain personal information about the Optionee, including, but not limited to, Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Jacobs Common Stock or directorships held in the Company, details of all Awards or any other entitlement to shares of Jacobs Common Stock awarded, canceled, exercised, vested, unvested or outstanding in Optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.

Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Data as described in this Agreement and any other Award materials by and among, as applicable, the Company and its Related Companies for the exclusive purpose of implementing, administering and managing Optionee's participation in the Plan.

Optionee understands that Data will be transferred to the Company's broker, administrative agents and such other stock plan service provider as may be selected by the Company which are assisting the Company with the implementation, administration and management of the Plan.

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Optionee understands that such recipients may be located in the United States or elsewhere, and that the country or countries in which such recipients reside or operate (e.g., the United States) may have different data privacy laws and protections than Optionee's country. Optionee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Optionee understands that Data will be held only as long as is necessary to implement, administer and manage Optionee's participation in the Plan.

#### 5. Withholding Taxes

Optionee acknowledges that, regardless of any action taken by the Company or Related Companies or, if different, Optionee's employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, payment on account or other tax-related items related to Optionee's participation in the Plan and legally applicable to the Optionee or deemed by the Company, Related Company or the Employer in its discretion to be an appropriate charge to Optionee even if legally applicable to the Company, Related Company or the Employer ("Tax-Related Items"), is and remains Optionee's responsibility and may exceed the amount actually withheld by the Company, Related Company or the Employer. Optionee further acknowledges and agrees that the Company, Related Company and/or the Employer may, if it so determines, offset any Employer tax liabilities deemed applicable to Optionee by reducing the shares of Jacobs Common Stock otherwise deliverable to Optionee pursuant to this Agreement. Optionee further acknowledges that the Company, Related Company and/or the Employer (a) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including, but not limited to, the grant, vesting or exercise of the Option, the transfer or delivery of shares of Jacobs Common Stock upon exercise of the Option, and the subsequent sale of shares of Jacobs Common Stock acquired pursuant to such exercise; and (b) do not commit to and are under no obligation to structure the terms of any Award to reduce or eliminate Optionee's liability for Tax-Related Items or achieve any particular tax result. Further, if Optionee is subject to Tax-Related Items in more than one jurisdiction between the date of grant and the date of any relevant taxable event, Optionee acknowledges that the Company, Related Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction. The Company may refuse to issue or deliver any shares of Jacobs Common Stock to the Optionee until the obligation for any Tax-Related Items due in connection with the Award has been satisfied, which may be satisfied by one or a combination of the following:

- (i) withholding from Optionee's wages/salary or other cash compensation paid to the Optionee by the Company, Related Company or the Employer; or
- (ii) withholding from proceeds of the shares of Jacobs Common Stock acquired upon exercise of the Option either through a voluntary sale or through a mandatory sale arranged by the Company's broker (on Optionee's behalf pursuant to this authorization); or
- (iii) withholding in Stock to be transferred upon exercise of the Option.

Under no circumstances can the Company be required to withhold from the shares of Jacobs Common Stock that would otherwise be delivered to Optionee upon exercise of the Option a number of shares having a total Fair Market Value that exceeds the amount of withholding taxes as determined by the Company.

#### 6. Transferability of Options

The rights of the Optionee under this Agreement shall not be assignable or transferable except by will or by the laws of descent and distribution. The rights of the Optionee under this Agreement

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shall not be assignable or transferable pursuant to a qualified domestic relations order as defined in the Code or Title I of the Employee Retirement Income Security Act or the rules thereunder. During the lifetime of Optionee, this option shall be exercisable only by Optionee or, in the case of his or her Disability, by his personal representative.

After the death of Optionee, any exercisable portion of this Option may, prior to the time when such portion becomes unexercisable under the provisions of Paragraph 1(b), above, be exercised by the Optionee's personal representative or by any person empowered to do so under court order, by will or the laws of descent and distribution (such personal representative or other person empowered to act under court order is hereinafter referred to as a "Third Party"). The Optionee acknowledges and agrees that the Company may delay any exercise of the options granted hereunder until it has received satisfactory proof of the Third Party's right to exercise the options.

7. No Extensions Beyond Original Expiration Date

Notwithstanding any suspension of an Option pursuant to Paragraph 3, or any delay in the exercise of an Option pursuant to Paragraph 4 or 5, no Option may be exercised after the expiration date set forth in Paragraph 1(a).

8. Certain Conditions To Issue Of Shares

No shares may be issued upon the exercise of this Option if, in the opinion of counsel for the Company, all then applicable requirements of the Securities and Exchange Commission and any other regulatory agencies having jurisdiction and of any stock exchange upon which the shares of the Company may be listed are not fully met, and, as a condition of Optionee's exercise of this Option, Optionee shall take all such action as counsel may advise is necessary for Optionee to take to meet such requirements.

9. Employment

The rights granted to Optionee under this Agreement are conditioned upon the agreement of Optionee to continue in the employ of the Company or of a Related Company for a period of at least one year after the date of this Agreement, and Optionee hereby so agrees and further agrees to render his services for such period for such reasonable compensation as the Company may determine.

10. Miscellaneous Provisions

This Agreement is governed in all respects by the Plan, except as provided by the Plan, and applicable law. In the event of any inconsistency between the terms of the Plan and this Agreement, the terms of the Plan shall prevail. Optionee shall have no rights as a shareholder with respect to shares covered by this Agreement until the issuance of such shares. The Company shall not be obligated to make any adjustment for dividends or other rights for which the record date is prior to the date the shares are issued under this Agreement. This Agreement shall impose no obligation upon Optionee to exercise this Option. Neither the grant nor award of an Incentive Award under the Plan constitutes an agreement of employment between the Optionee and the Company or a Related Company. The receipt of an Incentive Award does not constitute a right acquired by the recipient to any other form of compensation, or to any future benefit or compensation, or to participate in any other benefit plan or program sponsored by the Company or Related Company, or to receive additional Incentive Awards under the Plan in the future. This Agreement shall impose no obligation on the Company or any Related Company to employ Optionee for any period. This Agreement shall be construed, administered and enforced according to the laws of the State of California.

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11. Code Section 409A

It is intended that the Option granted pursuant to this Agreement shall not constitute a “deferral of compensation” within the meaning of Section 409A of the Code and, as a result, shall not be subject to the requirements of Section 409A. The Agreement is to be interpreted in a manner consistent with this intention. Notwithstanding any other provision in this Agreement, the Agreement may not be modified in a manner that would cause the Option to become subject to Section 409A of the Code.

12. Clawback.

Optionee agrees that if Optionee is or becomes a section 16 executive officer of the Company, in the event of any Inaccurate Financial Statement, Optionee will return to the Company on demand all incentive-based compensation payments (whether under this Agreement, the Plan or otherwise) made to Optionee during the 3-year period preceding the date on which the Company is required to prepare an accounting restatement that are in excess of what would have been paid had such incentive-based compensation instead been determined under the accounting restatement (the “Payments”). In addition, Optionee agrees to application of any clawback, forfeiture, recoupment, or similar requirement required to apply to incentive-based compensation granted to Optionee under any current or future applicable law or listing standard or regulatory body requirement. An “Inaccurate Financial Statement” is any inaccurate financial statement due to material noncompliance by the Company with any financial reporting requirements under the securities laws.

13. Certain Conditions To Issue Of Shares

By signing below or electronically accepting this Award, Optionee (1) agrees to the terms and conditions of this Agreement, and (2) confirms receipt of a copy of the Plan and all amendments and supplements thereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**JACOBS ENGINEERING GROUP INC.**

**By:**

Steven J. Demetriou, President &

Chief Executive Officer

**JACOBS ENGINEERING GROUP INC.**

**LIST OF SUBSIDIARIES**

The following table sets forth all subsidiaries of the Company other than subsidiaries that, when considered in the aggregate, would not constitute a significant subsidiary, including the percentage of issued and outstanding voting securities beneficially owned by the indicated company.

Jacobs Government Services Company, a corporation of California	100.00%
Jacobs Field Services North America Inc., a corporation of Texas	100.00%
Jacobs Maintenance, Inc., a corporation of Louisiana	100.00%
Jacobs Consultancy Inc., a corporation of Texas	100.00%
Jacobs P&C US Inc., a corporation of Delaware	100.00%
Jacobs P&C Inc., a corporation of Delaware	100.00%
Jacobs PSG Inc., a corporation of Delaware	100.00%
Jacobs Minerals, Inc., a corporation of Delaware	100.00%
DSI Constructors Inc., a corporation of Delaware	100.00%
Jacobs Professional Services Inc., a corporation of Delaware	100.00%
Jacobs Field Services Americas Inc., a corporation of Delaware	100.00%
Jacobs Eagleton LLC, a limited liability company of Texas	100.00%
Jacobs Engineering Inc., a corporation of Delaware	100.00%
Jacobs Australia Holdings Company Pty Ltd, a corporation of Australia	100.00%
Sinclair Knight Merz Management Pty Ltd, a corporation of Australia	100.00%
Jacobs Group Australia Holdings Ltd, a corporation of Australia	100.00%
Sinclair Knight Merz EPC Pty Ltd, a corporation of Australia	100.00%
Jacobs Group (Australia) Pty Ltd, a corporation of Australia	100.00%
Redecon Australia Pty Ltd, a corporation of Australia	100.00%
Jacobs E&C Australia PTY Ltd, a corporation of Australia	100.00%
Jacobs Project Management Australia PTY Ltd, an corporation of Australia,	100.00%
Jacobs Architecture (Australia) Pty Ltd, a corporation of Australia	100.00%
SKM Investments Australia Pty Ltd, a corporation of Australia	100.00%
Sinclair Knight Merz (Thailand) Co Limited, a corporation Thailand	49.00%
Seatec International Co Ltd, a corporation of Thailand	100.00%
Jacobs Projects (Philippines) Inc., a corporation of the Philippines	100.00%
Sinclair Knight Merz Consulting (India) Private Ltd, a corporation of India	100.00%
Sinclair Knight Merz (Ireland) Ltd, a corporation of the Republic of Ireland	100.00%
Merz Pacific Inc., a corporation of Guam	100.00%
Sinclair Knight Merz Inc, a corporation of Delaware	100.00%
Sinclair Knight Merz (NZ) Holdings Ltd, a corporation of New Zealand	100.00%
Jacobs New Zealand Limited, a corporation of New Zealand	100.00%
Sinclair Knight Merz (Fiji) Ltd, a corporation of Fiji	99.9%
PT Jacobs Group Indonesia, a corporation of Indonesia	99.5%
Sinclair Knight Merz International Holdings LLC, a limited liability company of Delaware	100.00%
Sinclair Knight Merz (Europe) Ltd, a corporation of England and Wales	100.00%
Jacobs Chile S.A., a corporation of Chile	<b>100.00% (1)*</b>



Enviros Group Limited, a corporation of England and Wales	100.00%
Enviros Limited, a corporation of England and Wales	100.00%
Enviros Management Services Limited, a corporation of England and Wales	100.00%
Aspinwall & Co Limited, a corporation of England and Wales	100.00%
Colin Buchanan & Partners Ltd, a corporation of England and Wales	100.00%
Colin Buchanan & Partners Hong Kong Ltd, a Special Administrative Region company of Hong Kong	100.00%
Colin Buchanan & Partners China Co Ltd, a company of the People's Republic of China	100.00%
Sinclair Knight Merz Pakistan (PVT) Limited, a corporation of Pakistan	100.00%
Sinclair Knight Merz Guinea SARL, a corporation of the Republic of Guinea	100.00%
Sinclair Knight Merz (Liberia) LLC, a limited liability company of the Republic of Liberia	100.00%
Sinclair Knight Merz (Kenya) Ltd, a corporation of Kenya	<b>100.00% (2)*</b>
Sinclair Knight Merz LLC (Oman), a limited liability company of the Sultanate of Oman	65.00%
Sinclair Knight Merz (Rus), a corporation of Russia	100.00%
Sinclair Knight Merz Poland Sp z o.o, a corporation of Poland	100.00%
Jacobs Colombia S.A.S., a corporation of Colombia	100.00%
Sinclair Knight Merz Servicos Limitada, a corporation of Brazil	100.00%
Sinclair Knight Merz (South Africa) (Pty) Ltd, a corporation of South Africa	100.00%
Sinclair Knight Merz (France) S.A.R.L., a corporation of France	100.00%
Jacobs Engineering Group Malaysia Sdn Bhd, a corporation of Malaysia	100.00%
Jacobs Consulting Services Sdn Bhd, a corporation of Malaysia	100.00%
Perunding Mahir Bersatu Sdn Bhd, a corporation of Malaysia	100%
Jacobs Engineering Services Sdn Bhd, a corporation of Malaysia	100.00%
Sinclair Knight Merz (Hong Kong) Limited, a corporation of Hong Kong	100.00%
Sinclair Knight Merz International (Hong Kong) Ltd, a corporation of Hong Kong	100.00%
Sinclair Knight Merz (China) Co Ltd, a corporation of the People's Republic of China	100.00%
Sinclair Knight Merz (Singapore) Pte Ltd, a corporation of Singapore	100.00%
SKM (Singapore) Pte Ltd, a corporation of Singapore	100.00%
CODE International Assurance Ltd., a corporation of Nevada	100.00%
Gibb Africa Consulting Engineers Ltd a limited corporation of Cyprus	100.00%
Gibb-Africa International Ltd a limited corporation of Cyprus	100.00%
Gibb (Botswana) Pty a corporation of Africa	100.00%
Gibb (Lesotho) PTY a corporation of Africa	100.00%
Jacobs Engineering SA, a corporation of Morocco	<b>50.00%</b>
Transportation Engineering and Management Consultants Maroc, a corporation of Morocco (Short name: Team Maroc)	100.00%
Jacobs Engineering España, S.L., a corporation of Spain	100.00%
Jacobs Luxembourg Finance company Sarl, a Corporation of Luxembourg	100.00%
Jacobs Engineering, SA de db, a corporation of Belgium	100.00%
Jacobs Spain S.L., a corporation of Spain	100.00%
Jacobs Europe Holdco Limited, a corporation of England and Wales	100.00%
Jacobs UK Holdings Limited, a corporation of England and Wales	100.00%
Jacobs Switzerland GmbH, a corporation of Switzerland	100.00%

Jacobs U.K. Limited, a corporation of England and Wales	100.00%
Jacobs Process Limited, a corporation of England and Wales	100.00%
Jacobs E&C Limited, a corporation of England and Wales	100.00%
Jacobs E&C International Limited, a corporation of England and Wales	100.00%
Jacobs Matasis (Pty) Ltd., a corporation of South Africa	74.00%
Jacobs Field Services Limited, a corporation of England and Wales	100.00%
L.E.S Construction Ltd, a corporation of England and Wales	100.00%
Jacobs Engineering India Private Limited, a corporation of India	<b>100.00% (3)*</b>
HGC Constructors Private Ltd., a corporation of India	80.00%
Sula Systems Ltd, a corporation of England and Wales	100.00%
Thistle Water Ltd., a corporation of England and Wales	30.00%
Jacobs Engineering UK Limited, a corporation of England and Wales	100.00%
Jacobs Stobbarts Ltd, a corporation of England and Wales	100.00%
Cumbria Nuclear Solutions Limited, a corporation of England and Wales	16.66%
Gibb Overseas (Jersey), a corporation of Jersey	100.00%
Gibb Overseas Limited, a corporation of England and Wales	100.00%
Jacobs Consultancy Ltd., a corporation of England and Wales	100.00%
Jacobs Industrial Services U.K. Ltd, a corporation of England and Wales	100.00%
Lindsey Engineering Services Ltd, a corporation of England and Wales	100.00%
Gibb Holdings Ltd., a corporation of England and Wales	100.00%
Gibb Tanacsadasi Kft, a corporation of Hungary	100.00%
Jacobs One Limited, a corporation of Scotland	100.00%
Jacobs European Holdings Limited, a corporation of England and Wales	100.00%
Inspire Defence Ltd, a corporation of England and Wales	100.00%
Partners for Infrastructure Ltd, a corporation of England and Wales	100.00%
Allott & Lomax (Hong Kong) Limited, a corporation of Hong Kong	100.00%
Jacobs SKM Ltd, a corporation of England and Wales	100.00%
LeighFisher UK Ltd, a corporation of England and Wales	100.00%
Babtie International Limited, a corporation of Scotland	100.00%
Babtie Shaw & Morton Ltd, a corporation of Scotland	100.00%
Boxinye Ltd, a corporation of the Republic of Ireland	100.00%
Ringway Babtie Limited, a corporation of England and Wales	25.00%
Le Crossing Company Limited, a corporation of England Wales	57.14%
Jacobs China Limited, a Hong Kong corporation	100.00%
Jacobs Macau Limited, a Macau corporation	100.00%
BEAR Scotland Limited, a corporation of Scotland	25.00%
Growing Concern Scotland Limited	100.00%
Ringway Jacobs Limited, a corporation of England and Wales	50.00%
Babtie Asia Technical & Management Consultants SdnBhn, a corporation of Malaysia	100.00%
WUXI Babtie Engineering Consultants Co Ltd, a corporation of China	100.00%
JacobsGIBB Limited, a corporation of England and Wales	100.00%
Gibb Ltd, a corporation of England and Wales	100.00%
Westminster & Earley Services Ltd, a corporation of England and Wales	100.00%
Jacobs Engineering Ireland Limited, a corporation of the Republic of Ireland	100.00%
Jacobs Lend Lease Ireland Ltd, a corporation of the Republic of Ireland	50.00%

Jacobs Engineering Deutschland GmbH, a German corporation	100.00%
Jacobs Projects GmbH, a German corporation	100.00%
Jacobs België N.V., a corporation of Belgium	100.00%
Jacobs Nederland B.V. a corporation of the Netherlands	100.00%
Jacobs Advanced Manufacturing B.V., a corporation of the Netherlands	100.00%
Jacobs Russia LLC, a limited liability company of Russia	100.00%
Jacobs Nuclear Engineering Services Private Ltd., a corporation of India	100.00%
Jacobs Norway AS, a corporation of Norway	100.00%
Sinclair Knight Merz IRH SpA, a corporation of Chile	100.00%
Jacobs Peru S.A., a corporation of Peru	100.00%
Chemetics Inc., a corporation of Canada	100.00%
Jacobs Sverige A.B., a corporation of Sweden	100.00%
Neste Jacobs OY, a corporation of Finland	40.00%
Neste Jacobs ab, a corporation of Sweden	100.00%
Kiinteisto E OY, a corporation of Finland	0.77%
US Active OY, a corporation of Finland	100.00%
Jacobs International, Limited, Inc., a corporation of Panama	100.00%
Jacobs International Limited, a corporation of the Republic of Ireland	100.00%
Jacobs Luxembourg, S.a.r.l., a corporation of Luxembourg	100.00%
Jacobs Holding France SAS, a corporation of France	100.00%
Jacobs France SAS, a corporation of France	100.00%
Jacobs Italia, SpA, an corporation of Italy	100.00%
Jacobs Nucléaire SAS, a corporation of France	100.00%
Jacobs Morocco SARLAU, a corporation of Morocco	100.00%
JEM Field Professional Services SA DE CV, a corporation of Mexico	100.00%
Jacobs Brazil Limited Inc. a corporation of Texas	100.00%
Jacobs Brasil Holdings S.A. (0.01% Jacobs Brazil Limited) a corporation of Brazil	99.99%
Jacobs Participacoes Ltda (0.01% Jacobs Brazil Limited) a corporation of Brazil	99.99%
Guimar Engenharia Ltda. a limited liability company of Brazil	45.00%
JEG Acquisition Company Limited, a corporation of England and Wales	100.00%
AWEML, a corporation of England and Wales	33.33%
Jacobs, Zamel and Turbag Consulting Engineers Company, a professional services partnership of Saudi Arabia	75.00%
Jacobs International Holdings Inc., a corporation of Delaware	100.00%
Jacobs Hellas A.E. a corporation of Greece	100.00%
Jacobs Puerto Rico Inc., a corporation of Puerto Rico	100.00%
Jacobs Panama Inc., a corporation of Panama	100.00%
Jacobs Pan-American Corporation, a corporation of Panama	100.00%
Jacobs Holdings Singapore Pte. Limited., a corporation of Singapore	100.00%
Jacobs Constructors Singapore Pte. Limited, a corporation of Singapore	100.00%
Jacobs Engineering Singapore Pte. Limited, a corporation of Singapore	100.00%
Consulting Engineering Services (India) Private Limited, a corporation of India	99.22%
Consulting Engineering Services LLC, a limited liability company a Sultanate of Oman	65.00%
Jacobs Projects (Shanghai) Co., Ltd., a corporation of the Peoples Republic of China	100.00%
Suzhou Hans Chemical Engineering Co. Ltd. a corporation of the Peoples Republic of China	100.00%

Jacobs Engineering (Suzhou) Co., Ltd, a corporation of the Peoples Republic of China	100.00%
Jacobs Construction Engineering Design Consulting (Shanghai) Co., Ltd., a corporation of the Peoples Republic of China	100.00%
Jacobs Engineering LLC, a limited liability company of Singapore	100.00%
Jacobs Services SEA Pte Ltd, a corporation of Singapore	100.00%
Jacobs Canada Inc., a corporation of Canada	100.00%
Jacobs Architecture Canada Inc., a corporation of Canada	100.00%
Jacobs Consultancy Canada Inc., a corporation of Canada	100.00%
Jacobs Industrial Services Limited, a corporation of Canada	100.00%
Jacobs DCSA Saudi Arabia Limited, a limited corporation of Saudi Arabia	60.00%
JFSL Field Services Ltd., a corporation of Canada	100.00%
JFSL Construction Services Inc., a corporation of Canada	100.00%
JFSL Fabrication Services Inc., a corporation of Canada	100.00%
Milestone Construction Inc. a limited corporation of Canada	100.00%
Delta Hudson Ltd, a limited corporation of Cyprus	100.00%
Catalytic Maintenance Ltd, a limited corporation of Cyprus	100.00%
Jacobs Advisers Inc., a corporation of California	<b>100.00% (4)*</b>
Jacobs Civil Consultants Inc., a corporation of New York	100.00%
JE Professional Resources Inc., a corporation of California	100.00%
Jacobs Technology Inc., a corporation of Tennessee	100.00%
Innovative Test Asset Solutions LLC, a limited liability company of Tennessee	100.00%
Federal Network Systems LLC, a limited liability company of Delaware	100.00%
Jacobs Australia Pty limited, a corporation of Australia	100.00%
Unique World Group Pty Limited, a corporation of Australia	100.00%
XUWH Pty Limited, a corporation of Australia	100.00%
Unique World Pty Limited, a corporation of Australia	100.00%
XUC Pty Limited, a corporation of Australia	100.00%
CAC Management, LLC, a limited liability company of New Jersey	100.00%
DM Petroleum Operations Company, a corporation of Louisiana	80.00%
RL Phillips, Inc. a corporation of Delaware	100.00%
Sytel, Inc. a corporation of Maryland	100.00%
Automotive Testing Operations, LLC, a limited liability company of Delaware	100.00%
Value Engineering and Management, Inc., a corporation of New Jersey	100.00%
Jacobs Industrial Services Inc., a corporation of Delaware	100.00%
CRSS International Inc., a corporation of South Carolina	100.00%
Jacobs Engineering New York Inc., a corporation of New York	100.00%
Jacobs Telecommunications Inc., a corporation of New Jersey	100.00%
Edwards and Kelcey Caribe Inc., a corporation of Puerto Rico	100.00%
Jacobs Consultants, Inc., a corporation of Delaware	100.00%
Edwards and Kelcey Architectural and Design Services, a corporation of New Jersey	100.00%
Edwards and Kelcey Design Services Inc., an corporation of Illinois	100.00%
JE Architects/Engineers, P.C., a professional corporation New York	100.00%
EK Design Services Ohio, a corporation of Ohio	100.00%
EK Design Services, Inc., a corporation of Florida	100.00%
Iffland Kavanagh Waterbury, P.L.L.C., a limited liability company of New York	100.00%
Edwards and Kelcey Partners LLP, a corporation of New Jersey	99.00%
Edwards and Kelcey Puerto Rico LLP a corporation of New Jersey	94.00%

Jacobs Project Management Co., a corporation Delaware	100.00%
Sverdrup of Canada ULC a corporation of Canada	100.00%
VEI Inc., a corporation of Texas	100.00%
Traffic Services, Inc., a corporation of New Jersey	100.00%
Sverdrup Hydro Projects, Inc., a corporation of Missouri	100.00%
JEG Architecture Nevada, Inc., a corporation of Nevada	100.00%
JE Associates, Inc., a corporation of Missouri	100.00%
Jacobs Architects/Engineers, Inc., a corporation of Delaware	100.00%
Jacobs Engineering Company, a corporation of California	100.00%
Bechtel Jacobs Company LLC, a limited liability company of Delaware	40.00%
LeighFisher Inc., a corporation of Delaware	100.00%
LeighFisher Canada Inc., a corporation of Canada	100.00%
LeighFisher Ecuador S.A., an corporation of Ecuador	100.00%
LeighFisher Holdings Ltd. a corporation of England and Wales	100.00%
LeighFisher Ltd., a corporation of England and Wales	100.00%
LeighFisher Switzerland GmbH, a corporation of Switzerland	100.00%
LeighFisher India Private. Ltd., a corporation of India	100.00%
KlingStubbins Inc., a corporation of Delaware	<b>100.00% (5)*</b>
TSA of Massachusetts LLP a corporation of Massachusetts	100.00%
LeighFisher B.V., a corporation of the Netherlands	100.00%
Sverdrup Asia Limited, a corporation of India	100.00%
Jacobs Engineering Malaysia Sdn Bhd, a corporation of Malaysia	100.00%
Jacobs Engineering de México, S.A. de C.V., a corporation of Mexico	100.00%
Jacobs Engineering and Construction (Thailand) Limited, a corporation of Thailand	99.98%
Sverdrup Jacobs Services, Inc., a corporation of California	100.00%

- (1) \*Ownership is divided between Jacobs Norway AS (25.1%), Sinclair Knight Merz (Europe) Ltd. (74.7%) and Jacobs Nederland B.V. (0.2%)
- (2) \*Ownership divided between Sinclair Knight Merz (Europe) Ltd. (50%) and Sinclair Knight Merz (NZ) Holdings Ltd (50%)
- (3) \*Ownership is divided between Jacobs Engineering Inc. and Jacobs U.K. Limited
- (4) \*Ownership is divided between Jacobs Engineering Inc. and Jacobs Canada Inc.
- (5) \*An affiliated company

**Consent of Ernst & Young LLP  
Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 Nos. 333-195708, 333-187677, 333-107344, 333-123448, 333-157014 and 333-38974) pertaining to the Jacobs Engineering Group Inc. 1999 Stock Incentive Plan, as amended and restated,
- (2) Registration Statement (Form S-8 No. 333-67048) pertaining to the Jacobs Engineering Group Inc. Global Employee Stock Purchase Plan,
- (3) Registration Statement (Form S-8 No. 333-38984) pertaining to the Jacobs Engineering Group Inc. 1999 Outside Director Stock Plan,
- (4) Registration Statement (Form S-8 No. 333-45475) pertaining to the Jacobs Engineering Group Inc. 1981 Executive Incentive Plan,
- (5) Registration Statement (Form S-8 No. 333-157015) pertaining to the Jacobs Engineering Group Inc. 1989 Employee Stock Purchase Plan,
- (6) Registration Statement (Form S-4 No. 333-147936) and related Prospectus of Jacobs Engineering Group Inc.

of our reports dated November 23, 2015, with respect to the consolidated financial statements of Jacobs Engineering Group Inc. and subsidiaries and the effectiveness of internal control over financial reporting of Jacobs Engineering Group Inc. and subsidiaries included in this Annual Report (Form 10-K) of Jacobs Engineering Group Inc. and subsidiaries for the year ended October 2, 2015

/S/ Ernst & Young LLP  
Los Angeles, California  
November 23, 2015

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Steven J. Demetriou, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jacobs Engineering Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ Steven J. Demetriou

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Steven J. Demetriou  
Chief Executive Officer

November 23, 2015



**CERTIFICATION OF CHIEF FINANCIAL OFFICER**  
**Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Kevin C. Berryman, certify that:

1. I have reviewed this Annual Report on Form 10-K of Jacobs Engineering Group Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/S/ Kevin C. Berryman

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Kevin C. Berryman  
Chief Financial Officer

November 23, 2015

**CERTIFICATION OF CHIEF EXECUTIVE OFFICER**  
**Pursuant to 18 U.S.C. Section 1350**  
**Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Jacobs Engineering Group Inc. (the "Company") on Form 10-K for the year ended September 26, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven J. Demetriou, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that: (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ Steven J. Demetriou

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Steven J. Demetriou  
Chief Executive Officer

November 23, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION OF CHIEF FINANCIAL OFFICER**  
**Pursuant to 18 U.S.C. Section 1350**  
**Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

In connection with the Annual Report of Jacobs Engineering Group Inc. (the "Company") on Form 10-K for the year ended September 26, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kevin C. Berryman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that: (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/S/ Kevin C. Berryman

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Kevin C. Berryman

Chief Financial Officer

November 23, 2015

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**Mine Safety Disclosure**

Section 1503 of the Dodd-Frank Wall Street Reform and Consumer Protection Act requires domestic mine operators to disclose violations and orders issued under the Federal Mine Safety and Health Act of 1977 (the “Mine Act”) by the federal Mine Safety and Health Administration (“MSHA”). Under the Mine Act, an independent contractor, such as Jacobs, that performs services or construction of a mine is included within the definition of a mining operator. We do not act as the owner of any mines. Due to timing and other factors, the data may not agree with the mine data retrieval system maintained by MSHA.

The following table provides information for the year ended October 2, 2015 .

Mine or Operating Name/MSHA Identification Number	Section 104 S&S Citations (#)	Section 104(b) Orders (#)	Section 104(d) Citations and Orders (#)	Section 110(b)(2) Violations (#)	Section 107(a) Orders (#)	Total Dollar Value of MSHA Assessments Proposed (\$)	Total Number of Mining Related Fatalities (#)	Received Notice of Pattern of Violations Under Section 104(e) (yes/no)	Received Notice of Potential to Have Pattern Under Section 104(e) (yes/no)	Legal Actions Pending as of Last Day of Period (#)	Legal Actions Initiated During Period (#)	Legal Actions Resolved During Period (#)
Mine ID: 02-00024 Contractor ID: 1PL						—		No	No			5
Mine ID: 02-00144 Contractor ID: 1PL						—		No	No			
Mine ID: 02-03131 Contractor ID: 1PL						—		No	No			
Mine ID: 02-00137 Contractor ID: 1PL						—		No	No			
Mine ID: 02-00150 Contractor ID: 1PL						—		No	No			
Mine ID: 26-01962 Contractor ID: 1PL						—		No	No			
Mine ID: 29-00708 Contractor ID: 1PL						—		No	No			2
Mine ID: 29-00762 Contractor ID: 1PL						—		No	No			
Mine ID: 26-02755 Contractor ID: 1PL						—		No	No			9
Mine ID: 04-00743 Contractor ID: Y713								No	No			
<b>Totals</b>	—	—	—	—	—	\$—		No	No	—	—	16

Notes:

- Jacobs received zero MSHA citations during FY 4Q 2015.
- Jacobs is contesting all pending citations.