Risk Factors Comparison 2023-11-22 to 2022-11-25 Form: 10-K

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We operate in a changing environment that involves numerous known and unknown risks and uncertainties that could materially adversely affect our operations. Set forth below and elsewhere in this report and in other documents we file with the SEC are descriptions of the risks and uncertainties that could cause our actual results to differ materially from the results contemplated by the forward- looking statements contained in this report. Additional risks we do not yet know of or that we currently think are immaterial may also affect our business operations. If any of the events or circumstances described in the following risks actually occurs, our business, financial condition or results of operations could be materially adversely affected. **Risks Related to Our** Business and Operations ~~Risk~~ **If we fail to complete a project in a timely manner, miss a required performance standard or otherwise fail to adequately perform on a project, then we may incur a loss on that project, which may reduce or eliminate our overall profitability. Our engagements often involve large- scale, complex projects. The quality of our performance on such projects depends in large part upon our ability to manage the relationship with our clients and our ability to effectively manage the project and deploy appropriate resources, including third- party contractors and our own personnel, in a timely manner. We may commit to a client that we will complete a project by a scheduled date. We may also commit that a project, when completed, will achieve specified performance standards. If the project is not completed by the scheduled date or fails to meet required performance standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to rectify damages due to late completion or failure to achieve the required performance standards. The uncertainty of the timing of a project can present difficulties in planning the amount of personnel needed for the project. If the project is delayed or canceled, we may bear the cost of an underutilized workforce that was dedicated to fulfilling the project. In addition, performance of projects can be affected by a number of** ~~Factors~~ **factors** ~~Continuing worldwide political~~ **beyond our control** , ~~social~~ **including unavoidable delays from government inaction, public opposition, inability to obtain financing, weather conditions, unavailability of materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards** and ~~economic uncertainties~~ **labor disruptions. To the extent these events occur, the total costs of the project could exceed our estimates, and we could experience reduced profits or, in some cases, incur a loss on a project, which** may **reduce or eliminate our overall profitability. Further, any defects or errors, or failures to meet our clients' expectations, could result in claims for damages against us. Failure to meet performance standards or complete performance on a timely basis could also** adversely affect our ~~revenue~~ **reputation** and ~~profitability. The last several years have been periodically marked by political, social and economic concerns, including decreased consumer confidence, the lingering effects of international conflicts, energy costs and inflation. Ongoing instability and current conflicts in global markets, including Eastern Europe, the Middle East and Asia, and the potential for other conflicts and future terrorist activities and other recent geopolitical events throughout the world, including Russia' s invasion of Ukraine, have created and may continue to create economic and political uncertainties and impacts. This instability can make it extremely difficult for our clients~~ - **client base** , our vendors and us to accurately...... rate and harm our results of operations . Demand for our services is cyclical and vulnerable to economic downturns. If economic growth slows, government fiscal conditions worsen or client spending declines ~~further~~ , then our revenue, profits and financial condition may deteriorate. Demand for our services is cyclical, and vulnerable to economic downturns and reductions in government and private industry spending. Such downturns or reductions may result in clients delaying, curtailing or canceling proposed and existing projects. Our business traditionally lags the overall recovery in the economy; therefore, our business may not recover immediately when the economy improves. If economic growth slows, government fiscal conditions worsen or client spending declines, then our revenue, profits and overall financial condition may deteriorate. Our government clients may face budget deficits that prohibit them from funding new or existing projects. In addition, our existing and potential clients may either postpone entering into new contracts or request price concessions. Difficult financing and economic conditions may cause some of our clients to demand better pricing terms or delay payments for services we perform, thereby increasing the average number of days our receivables are outstanding and the potential of increased credit losses of uncollectible invoices. Further, these conditions may result in the inability of some of our clients to pay us for services that we have already performed. If we are not able to reduce our costs quickly enough to respond to the revenue decline from these clients, our operating results may be adversely affected. Accordingly, these factors affect our ability to forecast our future revenue and earnings from business areas that may be adversely impacted by market conditions **.Any of these factors could adversely affect the demand for our services,which could have a material adverse effect on our business,results of operations and financial condition.Our industry is highly competitive,and we may be unable to compete effectively,which could result in reduced revenue,profitability and market share.We are engaged in a highly competitive business.The markets that we serve are highly fragmented and we compete with many** regional,national and international companies.Certain of these competitors have greater financial and other resources than we do.Others are smaller and more specialized and concentrate their resources in particular areas of expertise.The extent of our competition varies according to certain markets and geographic area.In addition,the technical and professional aspects of some of our services generally do not require large upfront capital expenditures and provide limited barriers against new competitors. **The degree and type of competition that we face is also influenced by the type and scope of a particular project.** Our clients make competitive determinations based upon qualifications,experience,performance,reputation,technology,customer relationships and ability to provide the relevant services in a timely,safe and cost- efficient manner.This competitive environment could force us to make price concessions or otherwise reduce prices for our services.If we are unable to maintain our competitiveness and win bids for future projects,our market share,revenue and profits will decline ~~.Legal proceedings,investigations and disputes could result in substantial monetary penalties and damages,especially if such penalties and damages exceed or are excluded from existing insurance coverage.We engage in consulting,engineering,program management and technical services that can result in substantial injury or damages that may expose us to legal proceedings,investigations and disputes.For example,in the ordinary course of our business,we may be involved in legal disputes regarding personal injury claims,employee or labor disputes,professional liability claims and general commercial disputes involving project cost overruns and~~ . Our international operations expose us to legal, political and economic risks in different countries as well as currency exchange rate fluctuations that could harm our business and financial results. In fiscal ~~2022~~ **2023** , we generated ~~31~~ **36** . ~~0~~ **7** % of our revenue from our international operations, primarily in Canada, Australia **, Europe** , the United Kingdom and from international clients for work that is performed by our domestic operations. International business is subject to a variety of risks, including: ~~•~~ imposition of governmental controls and changes in laws, regulations or policies; ~~•~~ lack of developed legal systems to enforce contractual rights; ~~•~~ greater risk of uncollectible accounts and longer collection cycles; ~~•~~ currency exchange rate fluctuations, devaluations and other conversion restrictions; ~~•~~ uncertain and changing tax rules, regulations and rates; ~~•~~ the potential for civil unrest, acts of terrorism, force majeure, war or other armed conflict and greater physical security risks, which may cause us to have to leave a country quickly; ~~•~~ logistical and communication challenges; ~~•~~ changes in regulatory practices, including trade policies, tariffs and taxes; ~~•~~ changes in labor conditions; ~~•~~ general economic, political and financial conditions in foreign markets; and ~~•~~ exposure to civil or criminal liability under the U. S. Foreign Corrupt Practices Act (“ FCPA ”), the U. K. Bribery Act, the Canadian Corruption of Foreign Public Officials Act, the Brazilian Clean Companies Act, the anti- boycott rules, trade and export control regulations as well as other international regulations. ~~For example, the Province of Quebec has adopted legislation that requires businesses and individuals seeking contracts with governmental bodies be certified by a Quebec regulatory authority for contracts over a specified size. Our failure to maintain certification could adversely affect our business.~~ International risks and violations of international regulations may significantly reduce our revenue and profits, and subject us to criminal or civil enforcement actions, including fines, suspensions or disqualification from future U. S. federal procurement contracting. Although we have policies and procedures to monitor legal and regulatory compliance, our employees, subcontractors and agents could take actions that violate these requirements. As a result, our international risk exposure may be more or less than the percentage of revenue attributed to our international operations. ~~Our results of operations could be~~ **Continuing worldwide political, social and economic uncertainties may** adversely ~~affected~~ -- **affect our revenue and profitability. The last several years have been periodically marked** by ~~health outbreaks such as~~ **political, social and economic concerns, including decreased consumer confidence,** the **lingering effects of international conflicts, higher energy costs and inflation, and the global** coronavirus disease 2019 (" COVID- 19") pandemic. ~~A~~ **.Our** backlog is subject to cancellation,unexpected adjustments and changing economic conditions and is an uncertain indicator of future operating results.Our backlog at ~~fiscal~~ **October 2,** ~~2023~~ **2022** ~~year- end~~ was $ ~~4~~ **3** . ~~8~~ **7** billion,an increase of $ **263** ~~1.0 billion,or 27~~ .9 **million,or 7.6** %,compared to **the end of** fiscal ~~2022~~ **2021** ~~year- end~~ .We include in backlog only those contracts for which funding has been provided and work authorizations have been received.We cannot guarantee that the revenue projected in our backlog will be realized or,if realized,will result in profits.In addition,project ~~delays,suspensions,terminations,~~ cancellations **or** ~~,reductions in~~ scope ~~,or other~~ adjustments ~~do~~ **may** occur **,** from time to time **,** ~~in our industry due to considerations beyond our control and may have a material impact on the value of reported backlog~~ with **respect to contracts reflected in our backlog** ~~a corresponding adverse impact on future revenues and profitability~~ .For example,certain of our contracts with the U.S.federal government and other clients are terminable at the discretion of the client,with or without cause.These types of backlog reductions could adversely affect our revenue and margins.As a result of these factors,our **backlog as of any particular date is an uncertain indicator of our future earnings.Cyber security breaches of our systems and information technology could adversely impact our ability to operate** significant **issue in** ~~outbreak, epidemic or~~ **our** ~~pandemic of contagious diseases in~~ **dealings with our clients. We maintain** ~~any~~ - **an** ~~geographic~~ **enterprise- wide group of health and safety professionals to help ensure that the services we provide** ~~area~~ - **are delivered safely and in accordance with standard work processes. Unsafe job sites and office environments have the potential to increase employee turnover, increase the cost of a project to our clients, expose us to types and levels of risk that are fundamentally unacceptable and raise our operating costs. The implementation of our safety processes and procedures are monitored by various agencies, including the U. S. Mine Safety and Health Administration (“ MSHA ”), and rating bureaus and may be evaluated by certain clients in cases** in which ~~we operate~~ **safety requirements have been established in our contracts. Our failure to meet these requirements or our failure to properly implement and comply with our safety program** could result in **reduced profitability** ~~a health crisis adversely affecting the economies~~ , **the loss of projects** ~~financial markets and overall demand for~~ - **or clients** ~~our~~ - **or potential litigation** ~~services in such areas. In addition~~ , ~~any preventative or protective actions that governments implement or that we take in response to a health crisis, such as travel restrictions, quarantines or site closures, may interfere with the ability of our employees~~ and ~~vendors to perform their responsibilities. Such results~~ could have a material adverse effect on our **business, operating** results **or financial condition. Our business activities may require our employees to travel to and work in countries where there are high security risks, which may result in employee death or injury, repatriation costs or other unforeseen costs. Certain** of ~~or injury,repatriation costs or other unforeseen costs.Certain of~~ our contracts ~~may~~ require our employees travel to and work in high- risk countries that are undergoing political,social and economic upheavals resulting from war,civil unrest,criminal activity,acts of terrorism or public health crises.As a result,we risk loss of or injury to our employees and may be subject to costs related to employee death or injury,repatriation or other unforeseen circumstances.We may choose or be forced to leave a country with little or no warning due to physical security risks. ~~Our failure to implement and comply with~~ **Unavailability or cancellation of third- party insurance coverage would increase** our ~~safety program could~~ **overall risk**

exposure as well as disrupt the management of our business operations. ~~The recent global COVID~~ **Our services involve significant risks of professional and other liabilities, which may substantially exceed the fees that we derive from our services. We maintain insurance coverage from third** - ~~19 pandemic~~ **party insurers** ~~has~~ - **as** ~~created~~ **part of our overall risk management strategy and because some of our contracts require us to maintain specific insurance coverage limits. From time to time, we assume liabilities as a result of indemnification provisions contained in our service contracts. We cannot predict the magnitude of these potential liabilities. We are liable to pay such liabilities from our assets if and when the aggregate settlement or judgment amount exceeds our insurance policy limits. Further, our insurance may not protect us against liability because our policies typically have various exceptions to the claims covered and also require us to assume some costs of the claim even though a portion of the claim may be covered. A partially or completely uninsured claim, if successful and of** significant ~~volatility~~ **magnitude** , ~~uncertainty and economic disruption. The extent to which future health outbreaks~~ could ~~impact~~ **have a material adverse effect on our liquidity. If any of our third- party insurers fail, suddenly cancel our coverage, or otherwise are unable to provide us with adequate insurance coverage, then our overall risk exposure and our operational expenses would increase and the management of** our business ~~,~~ operations ~~and financial results~~ would ~~depend on numerous evolving factors that~~ **be disrupted. In addition, if we expand into new markets,** we may not be able to ~~accurately predict government.These amounts are recorded only when they~~ can be reliably estimated and realization is probable; **•** provisions for uncollectible receivables,client claims and recoveries of costs from subcontractors,vendors and others; **•** provisions for income taxes,research and development tax credits,valuation allowances and unrecognized tax benefits; ~~and~~ **•** value of goodwill and recoverability of intangible assets ~~.Our actual~~ **;• valuations of assets acquired and liabilities assumed in connection with** business **combinations;• valuation of contingent earn- out liabilities recorded in connection with business combinations;• valuation of employee benefit plans;• valuation of stock- based compensation expense;** and **• accruals for** ~~financial results could differ from those estimates~~ **estimated liabilities** ~~,which may significantly reduce or eliminate our profits.Our profitability could suffer if we are not able to maintain adequate utilization of our workforce.The cost of providing our services~~ ,including , including: ~~the duration~~ **our ability to transition employees from completed projects to new assignments** and ~~scope of the outbreak~~ **to hire and assimilate new employees** ; ~~governmental, business and individuals' actions, including vaccination requirements, taken in response to the outbreak; the impact of the outbreak on economic activity and actions taken in response; the effect on~~ our ~~clients'~~ **ability to forecast** demand for our services **and thereby maintain an appropriate headcount in each of our geographies and operating units** ; **and** our ability to ~~provide~~ **manage attrition. If we over- utilize our workforce, our employees may become disengaged, which could impact employee attrition. If we under- utilize our workforce, our profit margin and profitability could suffer. Our use of the percentage- of- completion method of revenue recognition could result in a reduction** ~~our~~ - ~~of the estimate due to,among other things,unanticipated technical or equipment problems,difficulties in obtaining permits or approvals,changes in local laws or labor conditions,weather delays,changes in the costs of raw materials or the inability of our vendors or subcontractors to perform their obligations.If cost overruns occur,we could experience reduced profits or,in some cases,a loss for that project.If a project is significant,or if there are one or more common issues that impact multiple projects,costs overruns could increase the unpredictability of our earnings,as well as have a material adverse impact on our business and earnings.Under our time- and- materials contracts,~~ we are paid for labor at negotiated hourly billing rates and paid for other expenses.Profitability on these contracts is driven by billable headcount and cost control.Many of our time- and- materials contracts are subject to maximum contract values and,accordingly,revenue relating to these contracts is recognized as if these contracts were fixed- price contracts.Under our cost- plus contracts,some of which are subject to contract ceiling amounts,we are reimbursed for allowable costs and fees,which may be fixed or performance- based.If our costs exceed the contract ceiling or are not allowable under the provisions of the contract or any applicable regulations,we may not be able to obtain reimbursement for all of the costs we incur.Profitability on our contracts is driven by billable headcount and our ability to manage our subcontractors,vendors and material suppliers.If we are unable to accurately estimate and manage our costs,we may incur losses on our contracts,which could decrease our operating margins and significantly reduce or eliminate our profits.Certain of our contracts require us to satisfy specific design,engineering,procurement or construction milestones in order to receive payment for the work completed or equipment or supplies procured prior to achievement of the applicable milestone.As a result,under these types of arrangements,we may incur significant costs or perform significant amounts **of services prior to receipt of payment.If a client determines not to proceed with the completion of the project or if the client defaults on its payment obligations,we may face difficulties in collecting payment of amounts due to us for the costs previously incurred or for the amounts previously expended to purchase equipment or supplies.Accounting for a contract requires judgments relative to assessing the contract' s estimated risks,revenue,costs and other technical issues.Due to the size and nature of many of our contracts,the estimation of overall risk,revenue and cost at completion is complicated and subject to many variables.Changes in underlying assumptions,circumstances or estimates may also adversely affect future period** services **prior to receipt of payment. If a client determines not to proceed with the completion of the project or if the client defaults on its payment obligations, we may face difficulties in collecting payment of amounts due to us for the costs previously incurred or for the amounts previously expended to purchase equipment or supplies. Accounting for a contract requires judgments relative to assessing the contract' s estimated risks, revenue, costs and other technical issues. Due to the size and nature of many of our contracts, the estimation of overall risk, revenue and cost at completion is complicated and subject to many variables. Changes in underlying assumptions, circumstances or estimates may also adversely affect future period financial performance. If we are unable to accurately estimate the overall revenue or costs on a contract, then we may experience a lower profit or incur a loss on the contract. Cyber security incidents affecting our systems and information technology could adversely impact our ability to operate and we could experience adverse consequences resulting from such compromises, including but not limited to regulatory investigations or actions** ;

litigation; fines and penalties; disruptions of our business operations; reputational harm; loss of revenue or profits; and ~~the~~ **other** ~~ability~~ **adverse consequences. 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 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 information systems. In addition, we rely on the security of third-** ~~pay~~ **party service providers, vendors and cloud services providers to protect confidential data. In the ordinary course of business, we have been targeted by malicious cyber- attacks. A user who circumvents security measures could misappropriate confidential or proprietary information, including information regarding us, our personnel and / or our clients or cause interruptions or malfunctions in operations. 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. We also rely in part on third- party software and information technology vendors to run our critical accounting, project management and financial information systems. Our software and information technology vendors may decide to discontinue further development, integration or long- term software and hardware support** for our ~~services or their~~ **information systems, in which case we may** need to **abandon one** ~~seek reductions of our~~ - **or** ~~fees; any~~ **more of our current information systems and migrate some or all of our accounting, project management and financial information to other systems, thus increasing our operational expense, as well as disrupting the management of our business operations. While we have implemented security measures designed to protect against security incidents, there can be no assurance that these measures will be effective. Vulnerabilities in our systems pose material risks to our business. Applicable data privacy and security obligations may require us to notify relevant stakeholders of security incidents. Such** ~~closures~~ **disclosures** ~~of~~ **are costly, and the disclosure** ~~our~~ - **or** ~~and our clients' offices and facilities; and~~ the **failure to comply with such** ~~need for enhanced health and hygiene~~ requirements ~~or social distancing or other measures in attempts to counteract future outbreaks in our offices and facilities. Clients~~ could **lead** ~~also slow down decision- making, delay planned work or seek~~ to **adverse consequences** ~~terminate existing agreements~~ . Any of these events could **damage** ~~adversely affect~~ our **reputation** ~~business, financial condition~~ and ~~results of operations. The United Kingdom' s withdrawal from the European Union could~~ have ~~an~~ **a material** adverse effect on our business ~~and~~ **,** financial **condition,** results ~~. In March 2017, the United Kingdom government initiated a process to withdraw from the European Union (" Brexit") and began negotiating the terms~~ of ~~the separation. Brexit has created substantial economic and political uncertainty and volatility in currency exchange rates, and the terms of the United Kingdom' s withdrawal from the European Union remain uncertain. The uncertainty created by Brexit may cause our customers to closely monitor their costs and reduce demand for our services and may ultimately result in new legal regulatory and cost challenges for our United Kingdom and global~~ operations ~~. Any of these events could adversely affect our United Kingdom, European~~ and **cash flows** ~~overall business and financial results~~ . **Risks Related to Our Clients** We derive a substantial amount of our revenue from U. S. federal, state and local government agencies, and any disruption in government funding or in our relationship with those agencies could adversely affect our business. In fiscal ~~2022~~ **2023** , we generated ~~47~~ **44** . ~~6~~ **1** % of our revenue from contracts with U. S. federal, and state and local government agencies. A significant amount of this revenue is derived under multi- year contracts, many of which are appropriated on an annual basis. As a result, at the beginning of a project, the related contract may be only partially funded, and additional funding is normally committed only as appropriations are made in each subsequent year. These appropriations, and the timing of payment of appropriated amounts, may be influenced by numerous factors as noted below. Our backlog includes only the projects that have funding appropriated. The demand for our U. S. government- related services is generally driven by the level of government program funding. ~~Accordingly, the success and further development of our business depends, in large part, upon the continued funding of these U. S. government programs, and upon our ability to obtain contracts and perform well under these programs.~~ A significant reduction in federal government spending, the absence of a bipartisan agreement on the federal government budget, a partial or full federal government shutdown or a change in budgetary priorities could reduce demand for our services, cancel or delay federal projects, result in the closure of federal facilities and significant personnel reductions and have a material and adverse impact on our business, financial condition, results of operations and cash flows. There are several additional factors that could materially affect our U. S. government contracting business, which could cause U. S. government agencies to delay or cancel programs, to reduce their orders under existing contracts, to exercise their rights to terminate contracts or not to exercise contract options for renewals or extensions. Such factors, which include the following, could have a material adverse effect on our revenue or the timing of contract payments from U. S. government agencies: ~~•~~ the failure of the U. S. government to complete its budget and appropriations process before its fiscal year- end; ~~•~~ changes in and delays or cancellations of government programs, procurements, requirements or appropriations; ~~•~~ budget constraints or policy changes resulting in delay or curtailment of expenditures related to the services we provide; ~~•~~ **and** re- competes of government contracts ~~; • the timing~~ **. Our failure to win new contracts** and ~~amount~~ **renew existing contracts with private and public sector clients could adversely affect our profitability. Our business depends on our ability to win new contracts and renew existing contracts with private and public sector clients. Contract proposals and negotiations are complex and frequently involve a lengthy bidding and selection process, which is affected by a number** of ~~tax~~ **factors. These factors include market conditions, financing arrangements, required governmental approvals, client relationships and our professional reputation. If we are not able to replace the** revenue ~~received by federal~~ **from expiring contracts** , ~~state and local governments~~ **either through follow- on contracts or new contracts** , ~~and the overall level~~ **our business, results** of **operations and financial condition may be adversely affected. If negative market conditions continue to persist, or if we fail to secure adequate financial arrangements or the required** government **approval,** ~~expenditures; • curtailment in the use of government contracting firms; • delays associated with insufficient numbers of government staff to oversee contracts; • the increasing preference by government~~

~~agencies for contracting with small and disadvantaged businesses; • competing political priorities and changes in the political climate regarding the funding or operation of the services~~ we ~~provide; • the adoption of new laws or regulations~~ **may not be able to pursue certain projects, which could adversely** ~~affecting~~ --- **affect** ~~our contracting relationships with the federal, state or~~ **our profitability** ~~local governments; • unsatisfactory performance on government contracts by us or one of our subcontractors, negative government audits or other events that may impair our relationship with federal, state or local governments; • a dispute with or improper activity by any of our subcontractors; and • general economic or political conditions~~ . Our inability to win or renew U. S. government contracts during regulated procurement processes could harm our operations and significantly reduce or eliminate our profits. U. S. government contracts are awarded through a regulated procurement process. The U. S. federal government has increasingly relied upon multi- year contracts with pre- established terms and conditions, such as indefinite delivery / indefinite quantity (" IDIQ ") contracts, which generally require those contractors who have previously been awarded the IDIQ to engage in an additional competitive bidding process before a task order is issued. As a result, new work awards tend to be smaller and of shorter duration, since the orders represent individual tasks rather than large, programmatic assignments. In addition, we believe that there has been an increase in the award of federal contracts based on a low- price, technically acceptable criteria emphasizing price over qualitative factors, such as past performance. As a result, pricing pressure may reduce our profit margins on future federal contracts. ~~The increased competition and pricing pressure, in turn, may require us to make sustained efforts to reduce costs in order to realize revenue, and profits under government contracts. If we are not successful in reducing the amount of costs we incur, our profitability on government contracts will be negatively impacted.~~ Moreover, even if we are qualified to work on a government contract, we may not be awarded the contract because of existing government policies designed to protect small businesses and under- represented minority contractors. Our inability to win or renew government contracts during regulated procurement processes could harm our operations and significantly reduce or eliminate our profits. Each year, client funding for some of our U. S. government contracts may rely on government appropriations or public- supported financing. If adequate public funding is delayed or is not available, then our profits and revenue could decline. **A substantial portion of our revenue is derived from contracts with agencies and departments of federal, state and local governments.** Each year, client funding for some of our U. S. government contracts may directly or indirectly rely on government appropriations or public- supported financing. Legislatures may appropriate funds for a given project on a year- by- year basis, even though the project may take more than one year to perform. In addition, public- supported financing such as U. S. state and local municipal bonds may be only partially raised to support existing projects. Similarly, an economic downturn may make it more difficult for ~~U. S. state and local~~ governments to fund projects. In addition to the state of the economy and competing political priorities, public funds and the timing of payment of these funds may be influenced by, among other things, curtailments in the use of government contracting firms, increases in raw material costs, delays associated with insufficient numbers of government staff to oversee contracts, budget constraints, the timing and amount of tax receipts and the overall level of government expenditures. If adequate ~~public~~ funding is not available or is delayed, then our profits and revenue could decline. ~~Our~~ **If we cannot collect our receivables or if payment is delayed, our business may be adversely affected by our inability to generate cash flow, provide working capital, or continue our business operations. We depend on the timely collection of our receivables to generate cash flow, provide working capital, and continue our business operations. If the** U. S. ~~federal~~ government **or any other client or any prime contractor for whom we are a subcontractor fails to pay or delays the payment of invoices for any reason, our business and financial condition may be materially and adversely affected. Clients may delay or fail to pay invoices for a number of reasons, including lack of appropriated funds, lack of an approved budget, lack of revised or final settled billing rates as a result of open audit years, as a result of audit findings by government regulatory agencies or for a variety of other reasons. Certain** contracts may give **clients** ~~government agencies~~ the right to modify, delay, curtail, renegotiate or terminate existing contracts at their convenience at any time prior to their completion, which may result in a decline in our profits and revenue. **Certain** ~~U. S. federal government~~ projects in which we participate as a contractor or subcontractor may extend for several years. Generally, government contracts include the right to modify, delay, curtail, renegotiate or terminate contracts and subcontracts at the government' s convenience any time prior to their completion. Any decision by a ~~U. S. federal government~~ client to modify, delay, curtail, renegotiate or terminate our contracts at their convenience may result in a decline in our profits and revenue. ~~As a U~~ **If one of these clients terminates their contract for convenience, we may only be able to bill the client for work completed prior to the termination, plus any commitments and settlement expenses such client agrees to pay, but not for any work not yet performed** . ~~S.~~ **Our revenue and growth prospects may be harmed if we or our employees are unable to obtain** government **granted eligibility or other qualifications we and they need to perform services for our customers. A number of government programs require** ~~contractor~~ **contractors to have certain kinds of government granted eligibility** , **such as security clearance credentials. Depending on the project, eligibility can be difficult and time- consuming to obtain. If** we ~~must~~ **qualifications we and they need to perform services for our customers.A number of government programs require contractors to have certain kinds of government granted eligibility,such as security clearance credentials.Depending on the project,eligibility can be difficult and time- consuming to obtain.If we** or our employees are unable to obtain or retain the necessary eligibility,we may not be able to win new business,and our existing customers could terminate their contracts with us or decide not to renew them.To the extent we cannot obtain or maintain the required security clearances for our employees working on a particular contract ~~,we may not derive the revenue or profit anticipated from such contract.Risks Related to Our Indebtedness Servicing our debt requires a significant amount of cash,and we may not have sufficient cash flow from our business to pay our debt.Our ability to make scheduled payments of~~ comply with **these covenants could result in an event of default under the Credit Agreement, which could result in us being required to repay the amounts outstanding prior to maturity. These prepayment obligations could have an adverse effect on our business, results of operations and financial condition. Furthermore, if we are unable to repay the amounts due and**

payable under the Credit Agreement, the lenders could proceed against the collateral granted to them to secure that indebtedness. In the event the lenders accelerate the repayment of our borrowings, we and our subsidiaries may not have sufficient assets to repay that indebtedness. We may not have the ability to raise the funds necessary to settle conversions of our convertible notes or to repurchase our convertible notes upon a fundamental change, and our future debt may contain limitations on our ability to pay cash upon conversion or repurchase of our convertible notes. Holders of our convertible notes have the right, subject to certain conditions and limited exceptions, to require us to repurchase all or a portion of their convertible notes upon the occurrence of a fundamental change (as defined in the indenture governing the convertible notes) at a fundamental change repurchase price equal to 100 % of the principal amount of the convertible notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date. In addition, upon any conversion of our convertible notes, we will be required to make cash payments for each $ 1, 000 in principal amount of our convertible notes converted of at least the lesser of $ 1, 000 and the sum of the daily conversion values indenture governing our convertible notes. However, we may not have enough available cash or be able to obtain financing at the time we are required to make repurchases of our convertible notes surrendered therefor or pay cash with respect to our convertible notes being converted. In addition, our ability to repurchase our convertible notes or to pay cash upon conversions of our convertible notes may be limited by law, by regulatory authority or by agreements governing our future indebtedness. Our failure to repurchase our convertible notes at a time when the repurchase is required by the indenture governing our convertible notes or to pay any cash payable on future conversions of our convertible notes as required by the indenture governing our convertible notes would constitute a default under the indenture governing our convertible notes. A default under the indenture governing our convertible notes or the fundamental change itself could also lead to a default under agreements governing our indebtedness. If the repayment of the related indebtedness were to be accelerated after any applicable notice or grace periods, we may not have sufficient funds to repay the indebtedness and repurchase our convertible notes or make cash payments upon conversions thereof. The conditional conversion feature of our convertible notes, if triggered, may adversely affect our financial condition and operating results. In the event the conditional conversion feature of our convertible notes is triggered, holders of our convertible notes will be entitled to convert their notes at any time during specified periods at their option. If one or more holders elect to convert their notes, we would be required to settle any converted principal amount of such notes through the payment of cash, which could adversely affect our liquidity. In addition, even if holders do not elect to convert their notes, we could be required under applicable accounting rules to reclassify all or a portion of the outstanding principal of our convertible notes as a current rather than long- term liability, which would result in a material reduction of our net working capital. Changes in the accounting method for convertible debt securities that may be settled in cash, such as our convertible notes, could have a material effect on our reported financial results. The accounting method for reflecting our convertible notes on our balance sheet, accruing interest expense for our convertible notes and reflecting the underlying shares of our common stock in our reported diluted earnings per share may adversely affect our reported earnings and financial condition. In August 2020, the Financial Accounting Standards Board published Accounting Standards Update (" ASU ") 2020- 06 (" ASU 2020- 06 "), which simplified certain of the accounting standards that apply to convertible notes. ASU 2020- 06 eliminated the cash conversion and beneficial conversion feature modes used to separately account for embedded conversion features as a component of equity. Instead, an entity would account for convertible debt or convertible preferred stock securities as a single unit of account, unless the conversion feature requires bifurcation and recognition as derivatives. Additionally, the guidance requires entities to use the " if- converted " method for all convertible instruments in the diluted earnings per share calculation and to include the effect of potential share settlement for instruments that may be settled in cash or shares. We adopted ASU 2020- 06 in the first quarter of fiscal year 2020. In accordance with ASU 2020- 06, our convertible notes are reflected as a liability on our balance sheets, with the initial carrying amount equal to the principal amount of the convertible notes, net of issuance costs. The issuance costs were treated as contra debt for accounting purposes, which will be amortized into interest expense over the term of our convertible notes. As a result of this amortization, the interest expense that we expect to recognize for our convertible notes for accounting purposes will be greater than the cash interest payments we will pay on our convertible notes. In addition, the shares of our common stock underlying our convertible notes will be reflected in our diluted earnings per share using the " if converted " method, in accordance with ASU 2020- 06. Under the " if converted " method, diluted earnings per share would generally be calculated assuming that all our convertible notes were converted solely into shares of our common stock at the beginning of the reporting period, unless the result would be anti- dilutive. However, for convertible notes in which the principal amount must be settled in cash and the conversion spread value in shares or cash upon conversions (such as our convertible notes), the " if converted " method requires that interest expense is not adjusted in the numerator and the denominator only includes the net number of incremental shares that would be issued upon conversion. The application of the if- converted method may reduce our reported diluted earnings per share, to the extent the price of our common stock exceeds the conversion price. Accounting standards may change in the future in a manner that may adversely affect our diluted earnings per share. Furthermore, if any of the conditions to the convertibility of our convertible notes is satisfied, then we may be required under applicable accounting standards to reclassify the liability carrying value of our convertible notes as a current, rather than a long- term, liability. This reclassification could be required even if no holders convert their notes and could materially reduce our reported working capital. Conversion of our convertible notes may dilute the ownership interest of our stockholders or may otherwise depress the price of our common stock. The conversion of some or all of our convertible notes may dilute the ownership interests of our stockholders. Upon conversion of our convertible notes, we have the option to pay or deliver, as the case may be, cash,

shares of our common stock, or a combination of cash and shares of our common stock in respect of the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of our convertible notes being converted. If we elect to settle the remainder, if any, of our conversion obligation in excess of the aggregate principal amount of our convertible notes being converted in shares of our common stock or a combination of cash and shares of our common stock, any sales in the public market of our common stock issuable upon such conversion could adversely affect prevailing market prices of our common stock. In addition, the existence of our convertible notes may encourage short selling by market participants because the conversion of our convertible notes could be used to satisfy short positions, or anticipated conversion of our convertible notes into shares of our common stock could depress the price of our common stock. The capped call transactions may affect the value of our common stock. In connection with the pricing of our convertible notes, we entered into privately negotiated capped call transactions with the option counterparties. The capped call transactions cover, subject to customary adjustments substantially similar to those applicable to our convertible notes, the number of shares of our common stock initially underlying our convertible notes. The capped call transactions are expected generally to reduce the potential dilution to our common stock upon any conversion of our convertible notes and / or offset any cash payments we are required to make in excess of the principal amount of converted notes (if and when we elect to settle the conversion spread value in cash), as the case may be, with such reduction and / or offset subject to a cap. In addition, the option counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various ~~procurement laws~~ **derivatives with respect to our common stock and / or purchasing or selling our common stock or other securities of ours in secondary market transactions following the pricing of our convertible notes and prior to the maturity of our convertible notes (and are likely to do so during any observation period related to a conversion of our convertible notes or, to the extent we exercise the relevant election under the capped call transactions, following any repurchase or redemption of our convertible notes). This activity could also cause or avoid** ~~and~~ - **an** ~~regulations and~~ **increase or a decrease in the market price of our common stock. In addition, if any such capped call transactions fail to become effective, the option counterparties or their respective affiliates may unwind their hedge positions with respect to our common stock, which could adversely affect the value of our common stock. We** are subject to ~~regular government audits; a violation of~~ **counterparty risk with respect to the capped call transactions. The option counterparties are financial institutions, and we are subject to the risk that** any ~~of these laws and regulations~~ or **all of** ~~the~~ **them might default under the capped call** ~~failure to pass a government audit could result in sanctions~~ - **transactions . Our exposure** ~~, contract termination, forfeiture of profit, harm~~ to **the credit risk** ~~our reputation or loss~~ of ~~our status as~~ **the option counterparties is not secured by any collateral. If** an ~~eligible government contractor~~ **option counterparty becomes subject to insolvency proceedings, we will become** ~~and~~ - **an unsecured creditor in those proceedings** ~~could reduce our profits and revenue. We must comply~~ with **a claim equal** ~~and are affected by U. S. federal, state, local and foreign laws and regulations relating~~ to **our exposure at that time under** the **capped call transaction** ~~formation, administration and performance of government contracts. For example, we must comply~~ with **such option counterparty. Our exposure** ~~FAR, the Truth in Negotiations Act, CAS, the American Recovery and Reinvestment Act of 2009, the Services Contract Act, the DoD security regulations as well~~ **will** ~~as~~ **depend on** many ~~other rules~~ **factors but, generally,** ~~and~~ - **an** ~~regulations~~ **increase in our exposure will be correlated to an increase in the market price and in the volatility of our common stock** . In addition, **upon a default by an option counterparty,** we ~~must comply~~ **may suffer adverse tax consequences and more dilution than we currently anticipate** with **respect** ~~other government regulations related~~ to ~~employment practices, environmental protection, health and safety, tax, accounting, anti- fraud measures as well as many other regulations in order to maintain our government contractor status. These laws and regulations affect how we do business with our clients and, in some instances, impose additional costs on our business operations. Although we take precautions to prevent and deter fraud, misconduct and non- compliance, we face the risk that our employees or~~ **our common stock** ~~outside partners may engage in misconduct, fraud or other improper activities~~ . **We** U. S. government agencies,...... of government audits. However, we can provide no ~~assurance~~ **assurances** ~~that~~ **as to** the ~~DCAA~~ **financial stability or viability of the option counterparties. Risks Related to Growth and Acquisitions If we are not able to successfully manage** ~~or~~ **our growth strategy, our business and results of operations may be adversely affected. Our expected future growth presents numerous managerial, administrative, operational and** other ~~government audits~~ **challenges. Our ability to manage the growth of our operations** will ~~not result in material disallowances for incurred costs in~~ **require us to continue to improve our management information systems and our** ~~the~~ **other** ~~future~~ **internal systems and controls** . In addition, **our growth will increase our need** ~~U. S. government contracts are subject~~ to ~~various~~ **attract, develop, motivate and retain both our management and professional employees. The inability to effectively manage our growth or** ~~other~~ -- **the** ~~requirements relating~~ **inability of our employees** to **achieve anticipated** ~~the formation, administration,~~ performance **could have a material adverse effect** ~~and accounting for these contracts. We may also be subject to qui tam litigation brought by private individuals~~ on behalf of the U. S....... collection risk as a normal part of our business ~~where we perform services and subsequently bill our clients for such services. In the event that we have concentrated credit risk from clients in a specific geographic area or industry, continuing negative trends or a worsening in the financial condition of that specific geographic area or industry could make us susceptible to disproportionately high levels of default by those clients. Such defaults could materially adversely impact our revenues and our results of operations~~ . We have made and expect to continue to make acquisitions. Acquisitions could disrupt our operations and adversely impact our business and operating results. Our failure to conduct due diligence effectively or our inability to successfully integrate acquisitions could impede us from realizing all of the benefits of the acquisitions, which could weaken our results of operations. A key part of our growth strategy is to acquire other companies that complement our lines of business or that broaden our technical capabilities and geographic presence. However, our ability to make acquisitions is restricted under our credit agreement. Acquisitions involve certain known and unknown risks that could cause our actual growth or operating results to differ from our expectations or the expectations of securities analysts. For example: ~~•~~we may not be able to identify suitable acquisition candidates or to acquire additional companies on acceptable terms; ~~•~~we ~~are pursuing~~ **have completed and we will continue to pursue** international acquisitions, which inherently pose more risk than domestic acquisitions; ~~•~~we compete with others to acquire companies, which may result in decreased availability of, or increased price for, suitable acquisition candidates; ~~•~~**and** we may not be able to obtain the necessary financing, on favorable terms or at all, to finance any of our potential acquisitions ~~; • we may ultimately fail to consummate an acquisition even if we announce that we plan to acquire a company; and • acquired companies may not perform as we expect, and we may fail to realize anticipated revenue and profits~~. If we fail to conduct due diligence on our potential targets effectively, we may, for example, not identify problems at target companies, or fail to recognize incompatibilities or other obstacles to successful integration. The integration process may disrupt our business and, if implemented ineffectively, may preclude realization of the full benefits expected by us and could harm our results of operations. ~~In addition, the overall integration of the combining companies may result in unanticipated problems, expenses, liabilities and competitive responses, and may cause our stock price to decline. The difficulties of integrating an acquisition include, among others: • issues in integrating information, communications and other systems; • incompatibility of logistics, marketing and administration methods; • maintaining employee morale and retaining key employees; • integrating the business cultures of both companies; • preserving important strategic client relationships; • consolidating corporate and administrative infrastructures and eliminating duplicative operations; and • coordinating and integrating geographically separate organizations. In addition, even if the operations of an acquisition are integrated successfully, we may not realize the full benefits of the acquisition, including the synergies, cost savings or growth opportunities that we expect. These benefits may not be achieved within the anticipated time frame, or at all.~~ Further, acquisitions may cause us to: ~~•~~issue common stock that would dilute our current stockholders' ownership percentage; ~~•~~use a substantial portion of our cash resources; ~~•~~increase our interest expense, leverage and debt service requirements (if we incur additional debt to fund an acquisition); ~~• assume liabilities, including undisclosed, contingent or environmental liabilities, for~~ - **or** ~~which we do not have indemnification from the former owners. Further, indemnification obligations may be subject to dispute or concerns regarding the creditworthiness of the former owners; •~~ record goodwill and non- amortizable intangible assets that are subject to impairment testing and potential impairment charges ~~; • experience volatility in earnings due to changes in contingent consideration related to acquisition earn- out liability estimates; • incur amortization expenses related to certain intangible assets; • lose existing or potential contracts as a result of conflict of interest issues; • incur large and immediate write- offs; or • become subject to litigation. Finally, acquired companies that derive a significant portion of their revenue from the U. S. federal government and do not follow the same cost accounting policies and billing practices that we follow may be subject to larger cost disallowances for greater periods than we typically encounter~~. If ~~we fail to determine the existence of unallowable costs and do not establish appropriate reserves at acquisition, we may be exposed to material unanticipated liabilities, which could have a material adverse effect on our business. If~~ our goodwill or **other** intangible assets become impaired, then our profits may be significantly reduced. Because we have historically acquired a significant number of companies, goodwill and **other** intangible assets represent a substantial portion of our assets. As of October ~~2~~**1**, ~~2022~~**2023**, our goodwill was $ 1. ~~1~~**9** billion and other intangible assets were $ ~~29~~**173**. ~~2~~**9** million. We are required to perform a goodwill impairment test for potential impairment at least on an annual basis. We also assess the recoverability of the unamortized balance of our intangible assets when indications of impairment are present based on expected future profitability and undiscounted expected cash flows and their contribution to our overall operations. The goodwill impairment test requires us to determine the fair value of our reporting units, which are the components one level below our reportable segments. In determining fair value, we make significant judgments and estimates, including assumptions about our strategic plans with regard to our operations. We also analyze current economic indicators and market valuations to help determine fair value. To the extent economic conditions that would impact the future operations of our reporting units change, our goodwill may be deemed to be impaired, and we would be required to record a non- cash charge that could result in a material adverse effect on our financial position or results of operations. ~~For example, we had goodwill impairment of $ 15. 8 million in fiscal 2020.~~ We had no goodwill impairment in fiscal **2023, 2022 or** 2021 **. Risks Related to Our Legal and Regulatory Environment As a U. S. government contractor, we must comply with various procurement laws and regulations and are subject to regular government audits; a violation of any of these laws and regulations or the failure to pass a government audit could result in sanctions, contract termination, forfeiture of profit, harm to our reputation or loss of our status as** ~~and~~ - **an** ~~2022 individuals on~~ behalf of the U.S.government under the Federal Civil False Claims Act,which could include claims for treble damages.For example,as discussed elsewhere in this report,on January 14,2019,the Civil Division of the United States Attorney ~~'~~**'**s Office filed complaints in intervention in three qui tam actions filed against our subsidiary,Tetra Tech EC,Inc.,in the U.S.District Court for the Northern District of California.U.S.government contract violations could result in the imposition of civil and criminal penalties or sanctions,contract termination,forfeiture of profit and / or suspension of payment,any of which could make us lose our status as an eligible government contractor.We could also suffer serious harm to our reputation.Any interruption or termination of our U.S.government contractor status could reduce our profits and revenue significantly. **If we extend a significant portion of** ~~Legal proceedings,investigations and disputes could result in substantial monetary penalties and damages,especially if such penalties and damages exceed or~~ **our credit to clients in a specific geographic** ~~are~~ **area** ~~excluded from existing insurance coverage.We engage in consulting,engineering,program management and technical services that can result in substantial injury or damages that may expose us to legal proceedings,investigations and disputes.For~~ - **or industry** ~~example,in the ordinary course of our business~~ ,we may **experience disproportionately high levels of collection risk and nonpayment if those clients are adversely affected by factors particular to their geographic area or industry.Our clients include public and private entities that have been,and may continue to** be ~~involved in legal disputes regarding personal injury claims~~ , ~~employee~~ **negatively impacted by the changing landscape in the global economy.While outside of the U.S.federal government no**

single client accounted ~~or~~ **for** ~~labor disputes~~ **over 10 % of our revenue for fiscal 2022** , **we face collection risk** ~~professional liability claims and general commercial disputes involving project cost overruns and liquidated damages~~ as ~~well~~ **a normal part of** . We could be adversely affected by violations of the FCPA and similar worldwide anti- bribery laws. The FCPA and similar anti- bribery laws generally prohibit companies and their intermediaries from making **direct or indirect** improper payments to foreign government officials for the purpose of obtaining or retaining business **. The FCPA also requires public companies to make and keep books and records that accurately and fairly reflect the transactions of the corporation and to devise and maintain an adequate system of internal accounting controls** . The U. K. Bribery Act of 2010 prohibits both domestic and international bribery, as well as bribery across both private and public sectors. In addition, an organization that " fails to prevent bribery " by anyone associated with the organization can be charged under the U. K. Bribery Act unless the organization can establish the defense of having implemented " adequate procedures " to prevent bribery. Improper payments are also prohibited under the Canadian Corruption of Foreign Public Officials Act and the Brazilian Clean Companies Act. Local business practices in many countries outside the United States create a greater risk of government corruption than that found in the United States and other more developed countries. Our policies mandate compliance with anti- bribery laws, and we have established policies and procedures designed to monitor compliance with anti- bribery law requirements; however, we cannot ensure that our policies and procedures will **prevent** ~~protect us from~~ potential reckless or criminal acts committed by individual employees ~~or~~ **,** agents **or partners** . If we are found to be liable for anti- bribery law violations, we could suffer from criminal or civil penalties or other sanctions that could have a material adverse effect on our business. We could be adversely impacted if we fail to comply with domestic and international export **control and sanctions** laws. To the extent we export technical services, data and products outside of the United States, we are subject to U. S. and international laws and regulations governing international trade and exports, including but not limited to the International Traffic in Arms Regulations, the Export Administration Regulations and trade sanctions ~~against embargoed~~ **. These laws and regulations may restrict or prohibit altogether the sale or supply of certain of our services to certain governments, persons, entities,** countries **, and territories, including those that are the target of comprehensive sanctions, unless there are license exceptions that apply or specific licenses are obtained** . A failure to comply with these laws and regulations could result in civil or criminal sanctions, including the imposition of fines, the denial of export privileges and suspension or debarment from participation in U. S. government contracts, which could have a material adverse effect on our business. ~~If we fail to complete~~ **New legal requirements could adversely affect our operating results. Our business and results of operations could be adversely affected by the passage of climate change, defense, environmental, infrastructure and other legislation, policies and regulations. Growing concerns about climate change may result in the imposition of additional environmental regulations. For example, legislation, international protocols, regulation or other restrictions on emissions could increase the costs of projects for our clients or, in some cases, prevent** a project **from going forward** ~~in a timely manner~~ , ~~miss~~ **thereby potentially reducing the need for our services. In addition, relaxation or repeal of laws and regulations, or changes in governmental policies regarding environmental, defense, infrastructure or other industries we serve could result in** a **decline** in **demand for our services** ~~compliance with the relevant standards~~ , **which** ~~and that report is made available to a third party,we~~ could **in turn negatively impact our revenues.We cannot predict when or whether any of these various proposals may** be ~~subject to~~ **enacted or what** ~~third~~ - **their effect will be on us or on our customers** ~~- party liability,resulting in monetary damages and penalties~~ .We may be subject to liabilities under environmental laws and regulations.Our services are subject to numerous U.S.and international environmental protection laws and regulations that are complex and stringent.For example,we must comply with a number of U.S.federal government laws that strictly regulate the handling,removal,treatment,transportation and disposal of toxic and hazardous substances.Under the Comprehensive Environmental Response Compensation and Liability Act of 1980,as amended (" CERCLA "),and comparable state laws,we may be ~~required to investigate and remediate regulated hazardous materials~~ required ~~performance standard or otherwise fail~~ to ~~adequately perform on a project~~ **investigate and remediate regulated hazardous materials. CERCLA and comparable state laws typically impose strict** , **joint and several liabilities without regard to whether a company knew of or caused** ~~then~~ - **the** ~~we~~ **release of hazardous substances. The liability for the entire cost of clean- up could be imposed upon any responsible party. Other principal U. S. federal environmental, health and safety laws affecting us include, but are not limited to, the Resource Conservation and Recovery Act, National Environmental Policy Act, the Clean Air Act, the Occupational Safety and Health Act, the Federal Mine Safety and Health Act of 1977 (the " Mine Act "), the Toxic Substances Control Act and the Superfund Amendments and Reauthorization Act. Our business operations** may ~~incur a loss on~~ **also be subject to similar state and international laws relating to environmental protection. Further, past business practices at companies** that ~~project, which~~ **we have acquired** may ~~reduce or eliminate~~ **also expose us to future unknown environmental liabilities. Liabilities related to environmental contamination** ~~our~~ - **or** ~~overall profitability. Our engagements often involve large~~ **human exposure to hazardous substances, or a failure to comply with applicable regulations, could result in substantial costs to us, including clean** - ~~scale~~ **up costs** , **fines, civil** ~~complex projects. The quality of our~~ - **or criminal sanctions** ~~performance on such projects depends in large part upon our ability to manage the relationship with our clients and our ability to effectively manage the project and deploy appropriate resources~~ , ~~including~~ **and** third- party ~~contractors and~~ **claims for property damage** ~~our~~ - **or** ~~own personnel~~ **personal** ~~,~~ **injury or cessation of remediation activities. Our continuing work** in **the areas governed by these laws and regulations exposes us to the risk of substantial liability. Uncertainties in the interpretation and application of existing, new and proposed tax laws and regulations could materially affect our tax obligations and effective tax rate. The tax regimes to which we are subject or under which we operate are unsettled and may be subject to significant change. The issuance of additional guidance related to existing or future tax laws, or changes to tax laws, tax treaties or regulations proposed or implemented by the current or** a ~~timely~~ **future U. S. presidential administration, Congress, or taxing authorities in other jurisdictions, including jurisdictions outside of the United States, could materially affect our**

tax obligations and effective tax rate. To the extent that such changes have a negative impact on us, including as a result of related uncertainty, these changes may adversely impact our business, financial condition, results of operations, and cash flows. The amount of taxes we pay in different jurisdictions depends on the application of the tax laws of various jurisdictions, including the United States, to our international business activities, the relative amounts of income before taxes in the various jurisdictions in which we operate, new or revised tax laws, or interpretations of tax laws and policies, the outcome of current and future tax audits, examinations or administrative appeals, our ability to realize our deferred tax assets, and our ability to operate our business in a manner **consistent with our corporate structure and intercompany arrangements. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for pricing intercompany transactions pursuant to our intercompany arrangements or disagree with our determinations as to the income and expenses attributable to specific jurisdictions. If such a challenge or disagreement were to occur, and our position was not sustained, we could be required to pay additional taxes, interest, and penalties, which could result in one- time tax charges, higher effective tax rates, reduced cash flows, and lower overall profitability of our operations. Our financial statements could fail to reflect adequate reserves to cover such a contingency. Similarly, a taxing authority could assert that we are subject to tax in a jurisdiction where we believe we have not established a taxable connection, often referred to as a " permanent establishment " under international tax treaties, and such an assertion, if successful, could increase our expected tax liability in one or more jurisdictions. Employee, agent or partner misconduct, or our failure to comply with anti- bribery and other laws or regulations, could harm our reputation, reduce our revenue and profits and subject us to criminal and civil enforcement actions. 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 foreign 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, environmental laws and any other applicable laws or regulations. Our policies mandate compliance with these regulations and laws, and we take precautions to prevent and detect misconduct. However, since our internal controls are subject to inherent limitations, including human error, it is possible that these controls could be intentionally circumvented or become inadequate because of changed conditions. As a result, we cannot assure that our controls will protect us from reckless or criminal acts committed by our employees, agents or partners. Our failure to comply with applicable laws or regulations or acts of misconduct could subject us to fines and penalties, loss of security clearances and suspension or debarment from contracting, any or all of which could harm our reputation, reduce our revenue and profits and subject us to criminal and civil enforcement actions. If our reports and opinions are not in compliance with professional standards and other regulations, we could be subject to monetary damages and penalties** . We ~~may commit~~ **issue reports and opinions** to ~~a client~~ **clients** ~~that we~~ **based on our professional engineering expertise, as** ~~will~~ **well as our other professional credentials** ~~complete a project by a scheduled date~~ . ~~We~~ **Our reports and opinions** may ~~also commit that a project~~ **need to comply with professional standards** , ~~when completed~~ **licensing requirements** , ~~will achieve specified~~ **securities regulations and other laws and rules governing the** performance ~~standards. If~~ **of professional services in** the **jurisdiction in which** ~~project is not completed by~~ the **services are** ~~scheduled date or fails to meet required performance~~ --- **performed** ~~standards, we may either incur significant additional costs or be held responsible for the costs incurred by the client to rectify damages due to late completion or failure to achieve the required performance standards. The uncertainty of the timing of a project can present difficulties in planning the amount of personnel needed for the project. If the project is delayed or canceled, we may bear the cost of an underutilized workforce that was dedicated to fulfilling the project~~ . In addition, ~~performance~~ **the reports and other work product we produce for clients sometimes include projections, forecasts and other forward- looking statements. Such information by its nature is subject to numerous risks and uncertainties, any** of **which could cause the information produced by us to ultimately prove inaccurate. While we include appropriate disclaimers in the reports that we prepare for our clients, once we produce such written work product, we do not always have the ability to control the manner in which our clients use such information. As a result, if our clients reproduce such information to solicit funds from investors for** projects ~~can~~ **without appropriate disclaimers or the information proves to** be **incorrect,** ~~affected by a number of factors beyond our~~ - **or if** ~~control, including unavoidable delays from government inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by~~ our clients ~~, industrial accidents, environmental hazards and labor disruptions. To the extent these events occur, the total costs of the project could exceed our estimates, and we could experience reduced profits or, in some cases, incur a loss on a project, which may reduce~~ **reproduce such information** ~~or~~ **for** ~~eliminate~~ **potential investors in a misleading** ~~our~~ - **or incomplete manner** ~~overall profitability. Further~~ , ~~any defects or errors, or failures to meet~~ our clients ~~' expectations, could result in claims for~~ - **or** ~~damages~~ **such investors may threaten to or file suit** against us ~~. Failure to meet performance standards or~~ **for , among other things, securities law violations** ~~complete performance on a timely basis could also adversely affect our reputation~~ . **We have only a limited** ~~The loss of key personnel or our inability to attract and retain qualified personnel could impair our~~ ability to **protect** ~~provide services to~~ our **intellectual property rights** ~~clients and otherwise conduct our business effectively. As primarily a professional and technical services company~~ , ~~we are labor- intensive and, therefore, our ability to attract, retain and expand our senior management and our professional and technical staff is an~~ **and** ~~important factor in determining~~ our **failure** ~~future success. The market for qualified scientists and engineers is competitive and, from time~~ to **protect** ~~time, it may be difficult to attract and retain qualified individuals with the required expertise within the timeframe demanded by~~ our **intellectual property rights** ~~clients. For example, some of our U. S. government contracts may require us to employ only individuals who have particular government security clearance levels. In~~

~~addition, if we are unable to retain executives and other key personnel, the roles and responsibilities of those employees will need to be filled, which may require that we devote time and resources to identify, hire and integrate new employees. The loss of the services of any of these key personnel~~ could adversely affect our ~~business~~ **competitive position** . ~~Our failure to attract~~ **We rely upon a combination of nondisclosure agreements** and ~~retain key individuals could impair our ability to provide services to our clients and conduct our business effectively. Our revenue and growth prospects may be harmed if we or our employees are unable to obtain government granted eligibility or~~ other qualifications we and they need to perform...... our employees working on a particular contract **contractual arrangements** , we may not derive the revenue or...... assets, liabilities, revenue and expenses as well as **copyright, trademark, patent and trade secret laws to protect our proprietary information. We also enter into proprietary information and intellectual property agreements with employees, which require them to disclose any inventions created during employment, to convey such rights to inventions to us, and to restrict any** ~~disclosures~~ - **disclosure** of **proprietary information** ~~contingent assets and liabilities~~ . **Trade secrets are generally difficult to protect. Although our employees are subject to confidentiality obligations, this protection may be inadequate to deter** ~~For~~ - **or** ~~example~~ **prevent misappropriation of our confidential information and / or the infringement of our patents and copyrights. Further** , we ~~typically recognize revenue over~~ **may be unable to detect unauthorized use of our intellectual property or otherwise take appropriate steps to enforce our rights. Failure to adequately protect, maintain or enforce our intellectual property rights may adversely limit our competitive position. Assertions by third parties of infringement, misappropriation or** ~~the~~ **other** ~~life~~ **violations by us** of ~~a contract based on the~~ **their** ~~proportion of~~ **intellectual property rights could result in significant** costs ~~incurred to date compared to~~ **and substantially harm our business, financial condition and operating results. In recent years,** ~~the~~ **there** ~~total costs estimated~~ **has been significant litigation involving intellectual property rights in technology industries. We may face from time** to ~~be incurred~~ **time, allegations that we or a supplier or customer have violated the rights of third parties, including patent, trademark and other intellectual property rights. If, with respect to any claim against us** for **violation** ~~the entire project. Areas requiring significant estimates by our management include: • the application~~ of **third** ~~the percentage~~ - **party intellectual property rights** ~~of- completion method of accounting and revenue recognition on contracts~~ , **we** ~~change orders and contract claims, including related unbilled accounts receivable; • unbilled accounts receivable, including amounts related to requests for equitable adjustment to contracts that provide for price redetermination, primarily with the U. S. federal government. These amounts~~ are ~~recorded only when~~ **unable to prevail in** ~~they~~ - **the** can be reliably estimated and realization is...... • accruals for estimated liabilities, including litigation ~~and insurance reserves. Our actual business and financial results could differ from those estimates, which may significantly reduce or eliminate our~~ - **or retain** ~~profits. Our profitability could suffer if we are not able to maintain adequate utilization of our~~ - **or obtain sufficient rights** ~~workforce. The cost of providing our~~ - **or** ~~services, including the extent to which we utilize our workforce, affects our profitability. The rate at which we utilize our workforce is affected by a number of factors, including: • our ability to transition employees from completed projects to new assignments and to hire and assimilate new employees; • our ability to forecast demand for our services and thereby maintain an appropriate headcount in each of our geographies and operating units; • our ability to engage employees in assignments during natural disasters or pandemics; • our ability to manage attrition; • our need to devote time and resources to training, business development~~ ---- **develop** ~~, professional development and other~~ non- **infringing intellectual property** ~~chargeable activities; and • our~~ - **or otherwise alter** ~~ability to match the skill sets of our employees to the needs of the marketplace. If we over- utilize our workforce, our employees may become disengaged, which could impact employee attrition. If we under- utilize our workforce, our profit margin and profitability could suffer. Our use of the percentage- of- completion method of revenue recognition could result in a reduction or~~ **our business practices** ~~reversal of previously recorded revenue and profits. We account for most of our contracts~~ on **a** the percentage- of- completion method...... clients: fixed- price, time **timely or** ~~- and- materials and~~ cost- **efficient basis** ~~plus. The U. S. federal government and certain other clients have increased the use of fixed- priced contracts. Under fixed- price contracts~~ , we receive a fixed price irrespective of...... as have a material adverse impact on our business ~~and earnings. Under our time- and- materials contracts~~ , we are paid for labor at negotiated...... estimates may also adversely affect future period financial ~~performance. If we are unable to accurately estimate the overall revenue or costs on a contract, then we may experience a lower profit or incur a loss on the contract. Our failure to adequately recover on claims brought by us against clients for additional contract costs could have a negative impact on our liquidity and profitability. We have brought claims against clients for additional costs exceeding the contract price or for amounts not included in the original contract price. These types of claims occur due to matters such as client- caused delays or changes from the initial project scope, both of which may result in additional cost. Often, these claims can be the subject of lengthy arbitration or litigation proceedings, and it is difficult to accurately predict when these claims will be fully resolved. When these types of events occur and unresolved claims are pending, we have used working capital in projects to cover cost overruns pending the resolution of the relevant claims. A failure to promptly recover on these types of claims could have a negative impact on our liquidity and profitability. Our failure to win new contracts and renew existing contracts with private and public sector clients could adversely affect our profitability. Our business depends on our ability to win new contracts and renew existing contracts with private and public sector clients. Contract proposals and negotiations are complex and frequently involve a lengthy bidding and selection process, which is affected by a number of factors. These factors include market conditions~~ - **condition** ~~, financing arrangements and required governmental approvals. If negative market conditions arise, or if we fail to secure adequate financial arrangements or the required government approval, we may not be able to pursue certain projects, which could adversely affect our~~ - **or** ~~profitability. If we are not able to successfully manage our growth strategy, our business and~~ results of operations may be adversely affected. ~~infringing intellectual property or otherwise alter our business practices on a timely or cost- efficient basis,our business,financial condition or results of operations may be adversely affected.~~ Any infringement,misappropriation or related claims,whether or not meritorious,are time consuming,divert technical and management personnel and are costly to resolve.As a result of any such dispute,we may have to develop non- infringing technology,pay damages,enter into royalty or licensing agreements,cease utilizing products or services or take other actions to resolve the claims.These actions,if required,may be costly or unavailable on terms acceptable to us. ~~General~~ **We are subject to stringent and evolving U.S.and foreign laws,regulations,rules,contractual obligations,policies and other obligations related to data privacy and security.** Our ~~expected future growth presents numerous managerial, administrative,~~ **actual or perceived failure to comply with such obligations could lead to regulatory investigations or actions; litigation (including class claims) and mass arbitration demands; fines and penalties; disruptions of our business** ~~operational~~ **operations ; reputational harm; loss of revenue or profits; loss of customers or sales;** and other ~~challenges. Our ability to manage the growth of our operations will require us to continue to improve our management information systems and our other internal systems and controls. In addition, our growth will increase our need to attract, develop, motivate and retain both our management and professional employees. The inability to effectively manage our growth or the inability of our employees to achieve anticipated performance could have a material~~ adverse ~~effect on our~~ business **consequences** . Our backlog is subject to cancellation...... could adversely impact our ability to operate . We develop, install and maintain information technology systems for ourselves, as well as for customers. Client contracts for the performance of information technology services, as well as various privacy and securities laws, require us to manage and protect sensitive and confidential information, including federal and other government information, from disclosure. We also need to protect our own internal trade secrets and other business confidential information, as well as personal data of our employees and contractors, from disclosure **. In the United States, federal, state, and local governments have enacted numerous data privacy and security laws, including data breach notification laws, personal data privacy laws, consumer protection laws (e. g., Section 5 of the Federal Trade Commission Act), and other similar laws. For example, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (" CPRA "), (collectively, " CCPA ") applies to personal information of consumers, business representatives, and employees who are California residents, and requires businesses to provide specific disclosures in privacy notices and honor requests of such individuals to exercise certain privacy rights. The CCPA provides for administrative fines of up to $ 7, 500 per violation and allows private litigants affected by certain data breaches to recover significant statutory damages. Other states, such as Virginia and Colorado, have also passed comprehensive privacy laws, and similar laws are being considered in several other states, as well as at the federal and local levels. Outside the United States, an increasing number of laws, regulations, and industry standards govern data privacy and security** . For example, the European Union' s General Data Protection Regulation (" **EU** GDPR") **, the United Kingdom' s GDPR, and Brazil' s General Data Protection Law (Lei Geral de Proteção de Dados Pessoais, or " LGPD ") (Law No. 13, 709 / 2018) impose strict requirements for processing personal data. For example, the EU GDPR** extends the scope of the European Union data protection laws to all companies processing data of European Union residents, regardless of the company' s location. In ~~addition~~ **the ordinary course of business** , **we may transfer personal data from Europe and** ~~the~~ **other** ~~California Consumer~~ **jurisdictions to the United States or other countries. Europe and other jurisdictions have enacted laws requiring data to be localized or limiting the transfer of personal data to other countries. In particular, the European Economic Area (" EEA ") and the United Kingdom (" UK ") have significantly restricted the transfer of personal data to the United States and other countries whose privacy laws it generally believes are inadequate. Other jurisdictions may adopt similarly stringent interpretations of their data localization and cross- border data transfer laws. Although there are currently various mechanisms that may be used to transfer personal data from the EEA and UK to the United States in compliance with law, such as the EEA and UK' s standard contractual clauses, the UK' s International Data Transfer Agreement / Addendum, and the EU- U. S. Data** Privacy ~~Act~~ **Framework** (~~" CCPA"~~ **which allows for transfers for relevant U. S.- based organizations who self- certify compliance and participate in the Framework**) ~~increases~~ **,** ~~the~~ **these mechanisms** ~~penalties for data privacy incidents. The GDPR and CCPA~~ are ~~just examples of privacy regulations~~ **subject to legal challenges, and there is no assurance** that ~~are emerging in locations where~~ we **can satisfy** ~~work. We face the threat to our~~ - **or** ~~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 our and our clients' proprietary or classified information. We~~ rely on ~~industry~~ **these measures to lawfully transfer personal data to the United States. If there is no lawful manner for us to transfer personal data from the EEA, the UK or other jurisdictions to the United States, or if the requirements for a legally** - **compliant transfer are** ~~accepted security measures and technology to~~ **too** ~~securely maintain~~ **onerous, we could face significant adverse consequences, including the interruption or degradation of our operations, the need to relocate part of or** all ~~confidential~~ **of our business or data processing activities to other jurisdictions (such as Europe) at significant expense, increased exposure to regulatory actions, substantial fines** and ~~proprietary information~~ **penalties, the inability to transfer data and work with partners, vendors and other third parties, and injunctions against our processing or transferring of personal data necessary to operate our business. Additionally, companies that transfer personal data out of the EEA and UK to other jurisdictions, particularly to the United States, are subject to increased scrutiny from regulators, individual litigants, and activist groups. General Risk Factors We may not be able to continue, or may elect to discontinue, paying dividends which may adversely affect our stock price. Current dividends may not be indicative of future dividends, and our ability to continue to pay or increase dividends to our stockholders is subject to our board of director' s discretion and depends** on **:** our ~~information systems. In~~ **ability to comply with covenants imposed by our financing agreements that limit our ability to pay dividends and make certain restricted payments; difficulties in raising** ~~addition~~ **additional capital; our ability to re** ~~,~~ ~~we rely on the security of third~~ - **finance** ~~party service providers, vendors and cloud services providers to protect confidential data. In the ordinary course of business, we have been targeted by malicious cyber- attacks. A user who circumvents security measures could misappropriate confidential or~~ **our** ~~proprietary information, including information regarding us, our personnel and / or our clients or cause interruptions or malfunctions in operations. 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. We also rely in part on third- party software and information technology vendors to run our critical accounting, project management and financial information systems. We depend on our software and information technology vendors to provide~~ long- term ~~software~~ **debt before it matures; principal repayments** and ~~hardware support for our information systems. Our software and information technology vendors may decide to discontinue further development, integration or long- term software and hardware support for our information systems, in which case we may need to abandon one or more of our current information systems and migrate some or all of our accounting, project management and financial information to~~ other **capital needs;** ~~systems, thus increasing~~ our **results of** ~~operational~~ **operations and general** ~~expense, as well as disrupting the management of our~~ business **conditions; legal restrictions** ~~operations. Any of these events could damage our reputation and have a material adverse effect~~ on ~~our business, financial condition, results of operations and cash flows. If our business partners fail to perform their~~ -- **the payment** ~~contractual obligations on a project, we could be exposed to legal liability, loss~~ of **dividends** ~~reputation and profit reduction or loss on the project. We routinely enter into subcontracts and, occasionally, joint ventures, teaming arrangements~~ and other **factors** ~~contractual arrangements so~~ that ~~we can jointly bid and perform on a particular project. Success under these arrangements depends in large part on whether~~ our **board of directors deems relevant** ~~business partners fulfill their contractual obligations satisfactorily~~. In **the future** ~~addition, when~~ we ~~operate through a joint venture in which we are a minority holder, we have limited control over many~~ - **may elect** ~~project decisions, including decisions related to the joint venture' s internal controls, which may~~ not ~~be subject~~ to **pay dividends** ~~the same internal control procedures that we employ. If these unaffiliated third parties do not fulfill their contract obligations~~, ~~the partnerships or joint ventures may~~ be unable to ~~adequately perform and deliver their contracted services. Under these circumstances, we may be obligated to pay financial penalties, provide additional services to ensure the adequate performance and delivery of the contracted services, and may be jointly and severally liable for the other' s actions or contract performance. These additional obligations could result in reduced profits and revenues or, in some cases, significant losses for us with respect to the joint venture, which could also affect our reputation in the industries we serve. If our contractors and subcontractors fail to satisfy their obligations to us or other parties, or if we are unable to maintain these relationships, our revenue, profitability and growth prospects could be adversely affected. We depend on contractors and subcontractors in conducting our business. There is a risk that we may have disputes with our subcontractors arising from, among other things, the quality and timeliness of work performed by the subcontractor, client concerns about the subcontractor or our failure to extend existing task orders or issue new task orders under a subcontract. In addition, if a subcontractor fails to deliver on a timely basis the agreed- upon supplies, fails to perform the agreed- upon services or goes out of business, then we may be required to purchase the services or supplies from another source at a higher price, and our ability to fulfill our obligations as a prime contractor may be jeopardized. This may reduce the profit to be realized or result in a loss on a project for which the services or supplies are needed. We also rely on relationships with other contractors when we act as their subcontractor or joint venture partner. The absence of qualified subcontractors with which we have a satisfactory relationship could adversely affect the quality of our service and our ability to perform under some of our contracts. Our future revenue and growth prospects could be adversely affected if other contractors eliminate or reduce their subcontracts or teaming arrangement relationships with us, or if a government agency terminates or reduces these other contractors' programs, does not award them new contracts, or refuses to pay under a contract. Our failure to meet contractual schedule or performance requirements that we have guaranteed could adversely affect our operating results. In certain circumstances, we can incur liquidated or other damages if we do not achieve project completion by a scheduled date. If we or an entity for which we have provided a guarantee subsequently fails to complete the project as scheduled and the matter cannot be satisfactorily resolved with the client, we may be responsible for cost impacts to the client resulting from any delay or the cost to complete the project. Our costs generally increase from schedule delays and / or could exceed our projections for a particular project. In addition, project performance can be affected by a number of factors beyond our control, including unavoidable delays from governmental inaction, public opposition, inability to obtain financing, weather conditions, unavailability of vendor materials, changes in the project scope of services requested by our clients, industrial accidents, environmental hazards, labor disruptions and other factors. As a result, material performance problems for existing and future contracts could cause actual results of operations to differ from those anticipated by us and could cause us to suffer damage to our reputation within our industry and client base. New legal requirements could adversely affect our operating results. Our business and results of operations could be adversely affected by the passage of climate change, defense, environmental, infrastructure and other legislation, policies and regulations. Growing concerns about climate change may result in the imposition of additional environmental regulations. For example, legislation, international protocols, regulation or other restrictions on emissions 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. In addition, relaxation or repeal of laws and regulations, or changes in governmental policies regarding environmental, defense, infrastructure or other industries we serve could result in a decline in demand for our services, which could in turn negatively impact our revenues. 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. Changes in resource management, environmental or infrastructure industry laws, regulations and programs could directly or indirectly reduce the demand for our services, which could in turn negatively impact our revenue. Some of our services are directly or indirectly impacted by changes in U. S. federal, state, local or foreign laws and regulations pertaining to the resource management, environmental and infrastructure industries. Accordingly, a relaxation or repeal of these laws and regulations, or changes in governmental policies regarding the funding, implementation or enforcement of these programs, could result in a decline in demand for our services, which could in turn negatively impact our revenue. Changes in capital markets could adversely affect our access to capital and negatively impact our business. Our results could be adversely affected by an inability to access the revolving credit facility under our credit agreement. Unfavorable financial or economic conditions could impact certain lenders'~~

~~willingness or ability to fund our revolving credit facility. In addition, increases in interest rates or credit spreads, volatility in financial markets or the interest rate environment, significant political or economic events, defaults of significant issuers and other market and economic factors, may negatively impact the general level of debt issuance, the debt issuance plans of certain categories of borrowers, the types of credit- sensitive products being offered and / or a sustained period of market decline or weakness could have a material adverse effect on us. Restrictive covenants in our credit agreement may restrict our ability to pursue certain business strategies. Our credit agreement limits or restricts our ability to, among other things: • incur additional indebtedness; • create liens securing debt or other encumbrances on our assets; • make loans or advances; •~~ pay dividends or ~~make distributions to our stockholders; • purchase or redeem our stock; • repay indebtedness that is junior to indebtedness under our credit agreement; • acquire the assets of, or merge or consolidate with, other companies; and • sell, lease or otherwise dispose of assets. Our credit agreement also requires that we~~ maintain ~~certain financial ratios~~ **or increase our current level of dividends** , which ~~we may not be able to achieve. The covenants may impair our ability to finance future operations or capital needs or to engage in other favorable business activities. Our industry is highly competitive, and we may be unable to compete effectively, which could result in reduced revenue, profitability and market share. We are engaged in a highly competitive business. The markets we serve are highly fragmented and we compete with many~~ - **may** regional, national and international companies....... or partners could have a significant negative **negatively** impact on our business and reputation....... comply with our safety program could adversely affect our operating results or financial condition. Our...... to us. General Risk Factors Our stock price ~~could become more volatile and stockholders' investments could lose value. In addition to the macroeconomic factors that have affected the prices of many securities generally, all of the factors discussed in this section could affect our stock price. Our common stock has previously experienced substantial price volatility. In addition, the stock market has experienced extreme price and volume fluctuations that have affected the market price of many companies and that have often been unrelated to the operating performance of these companies. The trading price of our common stock may be significantly affected by various factors, including quarter- to- quarter variations in our financial results, such as revenue, profits, days sales outstanding, backlog and other measures of financial performance or financial condition (which factors may, themselves, be affected by the factors described below): • loss of key employees; • the number and significance of client contracts commenced and completed during a quarter; • creditworthiness and solvency of clients; • the ability of our clients to terminate contracts without penalties; • general economic or political conditions; • unanticipated changes in contract performance that may affect profitability, particularly with contracts that are fixed- price or have funding limits; • contract negotiations on change orders, requests for equitable adjustment and collections of related billed and unbilled accounts receivable; • seasonality of the spending cycle of our public sector clients, notably the U. S. federal government, the spending patterns of our commercial sector clients and weather conditions; • budget constraints experienced by our U. S. federal, and state and local government clients; • integration of acquired companies; • changes in contingent consideration related to acquisition earn- outs; • divestiture or discontinuance of operating units; • employee hiring, utilization and turnover rates; • delays incurred in connection with a contract; • the size, scope and payment terms of contracts; • the timing of expenses incurred for corporate initiatives; • reductions in the prices of services offered by our competitors; • threatened or pending litigation; • legislative and regulatory enforcement policy changes that may affect demand for our services; • the impairment of goodwill or identifiable intangible assets; • the fluctuation of a foreign currency exchange rate; • stock- based compensation expense; • actual events, circumstances, outcomes and amounts differing from judgments, assumptions and estimates used in determining the value of certain assets (including the amounts of related valuation allowances), liabilities and other items reflected in our consolidated financial statements; • success in executing our strategy and operating plans; • changes in tax laws or regulations or accounting rules; • results of income tax examinations; • the timing of announcements in the public markets regarding new services or potential problems with the performance of services by us or our competitors or any other material announcements; • speculation in the media and analyst community, changes in recommendations or earnings estimates by financial analysts, changes in investors' or analysts' valuation measures for our stock and market trends unrelated to our stock; • our announcements concerning the payment of dividends or the repurchase of our shares; • resolution of threatened or pending litigation; • changes in investors' and analysts' perceptions of our business or any of our competitors' businesses; • changes in environmental legislation; • broader market fluctuations; and A significant drop in the price of our stock could expose us to the risk of securities class action lawsuits, which could result in substantial costs and divert management' s attention and resources, which could adversely affect our business. Additionally, volatility or a lack of positive performance in our stock price may adversely affect our ability to retain key employees, many of whom are awarded equity securities, the value of which is dependent on the performance of our stock price~~ . Delaware law and our ~~charter~~ **organizational** documents may impede or discourage a merger, takeover or other business combination **with us** even if the business combination would have been in the short- term best interests of our stockholders. We are a Delaware corporation and the anti- takeover provisions of Delaware law impose various impediments to the ability of a third party to acquire control of us, even if a change in control would be beneficial to our stockholders. In addition, our Board of Directors has the power, without stockholder approval, to designate the terms of one or more series of preferred stock and issue shares of preferred stock, which could be used defensively if a takeover is threatened. These features, as well as provisions in our certificate of incorporation and bylaws, such as those relating to advance notice of certain stockholder proposals and nominations, could impede a merger, takeover or other business combination involving us, or discourage a potential acquirer from making a tender offer for our common stock, even if the business combination would have been in the best interests of our current stockholders.