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As filed with the Securities and Exchange Commission on May 11, 2017

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

AECOM*

(Exact name of registrant as specified in its charter)

Delaware	**8711**	**61-1088522**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067
(213) 593-8000
(Address, Including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

Michael S. Burke
Chairman and Chief Executive Officer
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067
(213) 593-8000
(Name, Address, Including Zip Code, and Telephone Number, Including Area Code, of Agent for Service)

Copies to:

Jonathan K. Layne, Esq.
Peter W. Wardle, Esq.
Gibson, Dunn & Crutcher LLP
2029 Century Park East, Suite 4000
Los Angeles, California 90067
(310) 552-8500

Approximate date of commencement of the proposed sale of the securities to the public:
As soon as practicable after this registration statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act of 1933, as amended, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

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

Large accelerated filer ☒	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o Emerging growth company o

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the SecuritiesAct. o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
5.125% Senior Notes due 2027	$1,000,000,000	100%	$1,000,000,000	$115,900
Guarantees of 5.125% Senior Notes due 2027(2)	—	—	—	(3)

(1) Exclusive of accrued interest, if any, and estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(f)(2) under the Securities Act.

(2) Guarantors are listed in the table of additional registrants.

(3) Pursuant to Rule 457(n) under the Securities Act, no separate fee is payable with respect to the guarantees registered hereby.

* The companies listed on the table of additional registrants are also included in this Form S-4 Registration Statement as additional Registrants.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF ADDITIONAL REGISTRANTS

Exact Name of Additional Registrants	Primary Standard Industrial Classification Number	Jurisdiction of Formation	I.R.S. Employer Identification Number
AECOM C&E, INC.	8711	Delaware	06-0852759
AECOM GLOBAL II, LLC	8711	Delaware	47-1336341
AECOM GOVERNMENT SERVICES, INC.	8711	Delaware	13-3027382
AECOM INTERNATIONAL DEVELOPMENT, INC.	8711	Delaware	20-0797043
AECOM NATIONAL SECURITY PROGRAMS, INC.	8711	Virginia	54-1365583
AECOM SERVICES INC.	8711	California	95-2084998
AECOM SPECIAL MISSIONS SERVICES, INC.	8711	Pennsylvania	62-1413631
AECOM TECHNICAL SERVICES, INC.	8711	California	95-2661922
AECOM USA, INC.	8711	New York	13-5511947
AMAN ENVIRONMENTAL CONSTRUCTION, INC.	1795	California	95-4415779
B.P. BARBER & ASSOCIATES, INC.	8711	South Carolina	57-0262530
CLEVELAND WRECKING COMPANY	1795	Delaware	31-0244320
E.C. DRIVER & ASSOCIATES, INC.	8711	Florida	59-2375705
EDAW, INC.	8711	Delaware	20-3444203
EG&G DEFENSE MATERIALS, INC.	8711	Utah	87-0468639
FORERUNNER CORPORATION	8711	Colorado	84-1344715
LEAR SIEGLER LOGISTICS INTERNATIONAL, INC.	8711	Delaware	52-2236487
MCNEIL SECURITY, INC.	8711	Virginia	74-3064432
MT HOLDING CORP.	8711	Delaware	13-4281736
RUST CONSTRUCTORS INC.	8711	Delaware	13-2740970
THE EARTH TECHNOLOGY CORPORATION (USA)	8711	Delaware	33-0244112
TISHMAN CONSTRUCTION CORPORATION	1540	Delaware	13-4012829
TISHMAN CONSTRUCTION CORPORATION OF NEW YORK	1540	Delaware	13-4012826
URS ALASKA, LLC	8711	Alaska	26-2223260
URS CONSTRUCTION SERVICES, INC.	8711	Florida	59-3662286
URS CORPORATION	8711	Nevada	94-1716908
AECOM GREAT LAKES, INC.	8711	Michigan	38-1776252
URS CORPORATION—NEW YORK	8711	New York	11-1445800
URS CORPORATION—NORTH CAROLINA	8711	North Carolina	94-3410041
URS CORPORATION—OHIO	8711	Ohio	34-0939859
URS CORPORATION SOUTHERN	8711	California	59-2087895
AECOM E&C HOLDINGS, INC.	8711	Delaware	26-1320627
AECOM ENERGY & CONSTRUCTION, INC.	8711	Ohio	34-0217470
URS FEDERAL SERVICES, INC.	8711	Delaware	27-1628265
URS FEDERAL SERVICES INTERNATIONAL, INC.	8711	Delaware	27-1816795
URS FOX US LP	8711	Delaware	45-4737569
URS FS COMMERCIAL OPERATIONS, INC.	8711	Delaware	27-1833107
URS GLOBAL HOLDINGS, INC.	6719	Nevada	27-0574544
URS GROUP, INC.	8711	Delaware	94-3077384
URS HOLDINGS, INC.	6719	Delaware	95-4316617
AECOM INTERNATIONAL, INC.	8711	Delaware	94-3128864

Exact Name of Additional Registrants	Primary Standard Industrial Classification Number	Jurisdiction of Formation	I.R.S. Employer Identification Number
AECOM INTERNATIONAL PROJECTS, INC.	8711	Nevada	82-0441351
URS NUCLEAR LLC	8711	Delaware	26-3899844
URS OPERATING SERVICES, INC.	8711	Delaware	94-3216333
AECOM N&E TECHNICAL SERVICES LLC	8711	Delaware	82-0510442
URS RESOURCES, LLC	8711	Delaware	16-1627792
WASHINGTON DEMILITARIZATION COMPANY, LLC	8711	Delaware	20-2047819
WASHINGTON GOVERNMENT ENVIRONMENTAL SERVICES COMPANY LLC	8711	Delaware	82-0507248
WGI GLOBAL INC.	8711	Nevada	82-0342614

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The information in this prospectus is not complete and may be changed. We may not complete the exchange offer and issue the securities to be offered hereby until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

Subject to Completion, dated May 11, 2017

PRELIMINARY PROSPECTUS

$1,000,000,000

Exchange Offer:

$1,000,000,000 New 5.125% Senior Notes due 2027 for $1,000,000,000 5.125% Senior Notes due 2027

The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2017, unless extended.

The Exchange Notes:

We are offering to exchange:

- $1,000,000,000 New 5.125% Senior Notes due 2027 (the "new notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for $1,000,000,000 outstanding unregistered 5.125% Senior Notes due 2027 (the "old notes" and, together with the new notes, the "notes").

- The terms of the new notes offered in the exchange offer are substantially identical to the terms of the old notes, except that the new notes will be registered under the Securities Act and certain transfer restrictions, registration rights and additional interest provisions relating to the old notes do not apply to the new notes.

Material Terms of the Exchange Offer:

- The exchange offer expires at 5:00 p.m., New York City time, on , 2017, unless extended.

- Upon expiration of the exchange offer, all old notes that are validly tendered and not withdrawn will be exchanged for an equal principal amount of the new notes.

- You may withdraw tendered old notes at any time prior to the expiration of the exchange offer.

- The exchange offer is not subject to any minimum tender condition, but is subject to customary conditions.

- Each broker-dealer that receives new notes for its own account pursuant to the exchange offer must acknowledge that it may be a statutory underwriter and that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such new notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of new notes received in exchange for old notes where such new notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of 90 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in any such resale. See "Plan of Distribution."

- There is no existing public market for the old notes or the new notes. We do not intend to list the new notes on any securities exchange or quotation system.

Investing in the new notes involves risks. See "Risk Factors" beginning on page 8.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or the accuracy of this prospectus. Any representation to the contrary is a criminal offense.

Prospectus dated , 2017

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No dealer, salesperson or other person is authorized to give any information or to represent anything not contained or incorporated by reference in this prospectus. You must not rely on any unauthorized information or representations. This prospectus does not offer to sell or ask for offers to buy any securities other than those to which this prospectus relates and it does not constitute an offer to sell or ask for offers to buy any of the securities in any jurisdiction where any such offer is unlawful, where the person making such offer is not qualified to do so, or to any person who cannot legally be offered the securities. The information contained in this prospectus is current only as of its date. Any information incorporated by reference herein is accurate only as of the date of the document incorporated by reference.

This exchange offer is not being made to, nor will we accept surrenders for exchange from, holders of old notes in any jurisdiction in which this exchange offer or the acceptance thereof would not be in compliance with the securities or blue sky laws of such jurisdiction.

We have filed with the U.S. Securities and Exchange Commission ("SEC") a registration statement on Form S-4 with respect to the new notes. This prospectus, which forms part of the registration statement, does not contain all the information included in the registration statement, including its exhibits. For further information about us and the notes described in this prospectus, you should refer to the registration statement and its exhibits. Statements we make in this prospectus about certain contracts or other documents are not necessarily complete. When we make such statements, we refer you to the copies of the contracts or documents that are filed as exhibits to the registration statement, because those statements are qualified in all respects by reference to those exhibits. The registration statement, including the exhibits and schedules, is available at the SEC's website at www.sec.gov.

You may also obtain this information without charge by writing or telephoning us. See "Where You Can Find More Information."

WHERE YOU CAN FIND MORE INFORMATION

We file annual reports on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy and information statements and amendments to reports filed or furnished pursuant to Sections 13(a), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). You may read and copy these materials at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a website at www.sec.gov that contains reports, proxy and information statements and other information regarding AECOM and other companies that file materials with the SEC electronically. Copies of our periodic and current reports and proxy statements may be obtained, free of charge, on our website at www.investor.www.investors.aecom.com and clicking on the link "SEC Filings." This reference to our Internet address is for informational purposes only and shall not, under any circumstances, be deemed to incorporate the information available at or through such Internet address into this prospectus.

INCORPORATION BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information to you by referring to those documents. We hereby incorporate by reference the following documents or information filed with the SEC:

- our Annual Report on Form 10-K for the year ended September 30, 2016, filed with the SEC on November 16, 2016 (our "2016 10-K");
- our Definitive Proxy Statement on Schedule 14A filed with the SEC on January 19, 2017
- our Quarterly Reports on Form 10-Q for the quarters ended December 31, 2016, filed with the SEC on February 8, 2017 (our "2017 First Quarter 10-Q"), and March 31, 2017, filed with the SEC on May 10, 2017 (our "2017 Second Quarter 10-Q");
- our Current Reports on Form 8-K filed with the SEC on November 23, 2016, December 15, 2016, December 27, 2016, February 15, 2017, February 21, 2017, March 3, 2017, April 3, 2017and April 6, 2017; and
- future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of the initial filing of the registration statement of which this prospectus forms a part and before the termination of the offering of the securities made under this prospectus.

Provided, however, that we are not incorporating by reference any documents or information, including parts of documents that we file with the SEC, that are deemed to be furnished and not filed with the SEC. Unless specifically stated to the contrary, none of the information we disclose under Items 2.02 or 7.01 of any Current Report on Form 8-K that we may from time to time furnish to the SEC will be incorporated by reference into, or otherwise included in, this prospectus.

Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or replaces such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this prospectus, except as so modified or superseded.

We will provide, without charge, to each person to whom a copy of this prospectus has been delivered, including any beneficial owner, a copy of any and all of the documents referred to herein

that are summarized and incorporated by reference in this prospectus, if such person makes a written or oral request directed to:

AECOM
Attention: Corporate Secretary
1999 Avenues of the Stars, Suite 2600
Los Angeles, California 90067
213-593-8000

In order to ensure timely delivery, you must request the information no later than , 2017, which is five business days before the expiration of the exchange offer.

YOU SHOULD RELY ONLY ON THE INFORMATION INCLUDED OR INCORPORATED BY REFERENCE INTO THIS PROSPECTUS. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION OTHER THAN THAT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS. WE TAKE NO RESPONSIBILITY FOR, AND CAN PROVIDE NO ASSURANCES AS TO THE RELIABILITY OF, ANY OTHER INFORMATION THAT OTHERS MAY GIVE YOU. IF GIVEN OR MADE, ANY SUCH OTHER INFORMATION OR REPRESENTATION SHOULD NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY US. THE INFORMATION CONTAINED IN THIS PROSPECTUS IS CURRENT AS OF THE DATE HEREOF AND IS SUBJECT TO CHANGE, COMPLETION OR AMENDMENT WITHOUT NOTICE. THE DELIVERY OF THIS PROSPECTUS AT ANY TIME SHALL NOT, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH IN THIS PROSPECTUS OR IN OUR AFFAIRS SINCE THE DATE SET FORTH ON THIS PROSPECTUS.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents incorporated herein by reference, contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect our current beliefs, expectations or intentions regarding future events. These statements include forward-looking statements both with respect to AECOM and the engineering and construction industry. Statements that are not historical facts including, without limitation, statements that use terms such as "anticipates," "believes," "expects," "intends," "plans," "projects," "seeks," and "will" and that relate to our plans and objectives for future operations, are forward-looking statements. In light of the risks and uncertainties inherent in all forward-looking statements, the inclusion of such statements in this prospectus or incorporated herein by reference should not be considered as a representation by us or any other person that our objectives or plans will be achieved.

Such forward-looking statements include, but are not limited to, statements about future financial and operating results, the company's plans, objectives, expectations and intentions, including the offering of the notes hereunder. These statements are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Although we believe the expectations reflected in any forward-looking statements are based on reasonable assumptions, we can give no assurance that our expectations will be attained; therefore, actual outcomes and results may differ materially from what is expressed or forecasted in such forward-looking statements. For example, these forward-looking statements could be affected by factors including, without limitation, risks associated with the fact that demand for our services is cyclical and vulnerable to economic downturns and reduction in government and private industry spending; our dependence on long-term government contracts, which are subject to uncertainties concerning the government's budgetary approval process; the possibility that our government contracts may be terminated by the government; the risk of employee misconduct or our failure to comply with laws and regulations; legal, security, political, and

economic risks in the countries in which we operate; competition in our industry; maintaining adequate surety and financial capacity; cyber security breaches; information technology interruptions or data losses; liabilities under environmental laws; fluctuations in demand for oil and gas services; our substantial indebtedness; the ability to retain key personnel; global tax compliance; changes in financial markets, interest rates and foreign currency exchange rates; and those factors set forth in the Risk Factors section in this offering memorandum as well as those Risk Factors discussed in the documents incorporated by reference in this offering memorandum.

All subsequent written and oral forward-looking statements concerning us or other matters attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements above. You are cautioned not to place undue reliance on these forward-looking statements, which speak only to the date they are made. We are under no obligation (and expressly disclaim any such obligation) to update or revise any forward-looking statement that may be made from time to time, whether as a result of new information, future developments or otherwise.

SUMMARY

This summary highlights selected information from this prospectus and is therefore qualified in its entirety by the more detailed information appearing elsewhere, or incorporated by reference, in this prospectus. It may not contain all the information that is important to you. We urge you to read carefully this entire prospectus and the other documents to which it refers to understand fully the terms of the new notes. All references in this prospectus to the "Company," "our company," "we," "us," "our," and similar terms refer to AECOM, a Delaware corporation, and its subsidiaries on a consolidated basis, including the subsidiaries of AECOM that are the guarantors of the new notes.

Our Business

We are a leading fully integrated firm positioned to design, build, finance and operate infrastructure assets for governments, businesses and organizations in more than 150 countries. We provide planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government markets. We also provide construction services, including building construction and energy, infrastructure and industrial construction. In addition, we provide program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and also for national governments around the world. We also finance projects through AECOM Capital, an investment fund established to invest in public-private partnership (P3), infrastructure, and renewable energy projects as well as private-sector real estate projects for which we can provide a fully integrated solution that includes equity capital, design, engineering, construction services and operations and maintenance.

We operate our business in three primary business segments organized by the types of services provided, the differing specialized needs of the respective clients, and how we manage our business. The three business segments are: Design and Consulting Services ("DCS"), Construction Services ("CS"), and Management Services ("MS"), which include the following services:

- *Design and Consulting Services:* Planning, consulting, architectural and engineering design services to commercial and government clients worldwide in major end markets such as transportation, facilities, environmental, energy, water and government.
- *Construction Services:* Construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas.
- *Management Services:* Program and facilities management and maintenance, training, logistics, consulting, technical assistance, and systems integration and information technology services, primarily for agencies of the U.S. government and other national governments around the world.

Company Information

We were incorporated in Delaware in 1980. Our principal executive offices are located at 1999 Avenue of the Stars, Suite 2600, Los Angeles, California 90067. Our telephone number at that address is (213) 593-8000. Our common stock is listed on the New York Stock Exchange under the symbol "ACM." Our website is located at www.aecom.com. The information on, or that can be accessed through, our website is not incorporated by reference in this prospectus, and you should not consider it to be a part of this prospectus.

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

Risk Factors

Our success in achieving our objectives and expectations is dependent upon, among other things, general economic conditions, competitive conditions and certain other factors that are specific to our company and/or the markets in which we operate. These factors are set forth in detail under the heading "Risk Factors" in this prospectus and under the caption "Risk Factors" in our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2017. We encourage you to review carefully these risk factors and any other risk factors in our SEC filings that are incorporated herein by reference. Furthermore, this prospectus contains forward-looking statements that involve risks, uncertainties and assumptions. Actual results may differ materially from those anticipated in these forward-looking statements as a result of many factors, including, but not limited to, those under the headings "Risk Factors" and "Special Note Regarding Forward-Looking Statements."

The Exchange Offer

Below is a summary of the material terms of the exchange offer. We are offering to exchange the new notes for the old notes. The terms of the new notes offered in the exchange offer are substantially identical to the terms of the old notes, except that the new notes will be registered under the Securities Act of 1933, as amended (the "Securities Act") and certain transfer restrictions, registration rights and additional interest provisions relating to the old notes do not apply to the new notes. For more information, see "The Exchange Offer," which contains a more detailed description of the terms and conditions of the exchange offer.

Background	On February 21, 2017, we completed a private placement of $1,000,000,000 aggregate principal amount of 5.125% Senior Notes due 2027. As part of that offering, we entered into a registration rights agreement with the initial purchasers of the old notes in which we agreed, among other things, to complete this exchange offer for the old notes.
Old Notes	$1,000,000,000 unregistered 5.125% Senior Notes due 2027
New Notes	$1,000,000,000 New 5.125% Senior Notes due 2027
The Exchange Offer	We are offering to issue registered new notes in exchange for a like principal amount and like denomination of the old notes. We are offering to issue these registered new notes to satisfy our obligations under the registration rights agreement that we entered into with the initial purchasers of the old notes when we sold the old notes in a transaction that was exempt from the registration requirements of the Securities Act. You may tender your old notes for exchange by following the procedures described below and in the section entitled "The Exchange Offer" in this prospectus.
Expiration Date	The exchange offer will expire at 5:00 p.m., New York City time, on , 2017, which is business days after the exchange offer is commenced, unless we extend the exchange offer.

Procedures for Tendering	If you decide to exchange your old notes for new notes, you must acknowledge that you are not engaging in, and do not intend to engage in, a distribution of the new notes. To tender old notes, you must complete and sign a letter of transmittal accompanying this prospectus (the "Letter of Transmittal") in accordance with the instructions contained in it and forward it by mail, facsimile or hand delivery, together with any other documents required by the Letter of Transmittal, to the exchange agent, either with the old notes to be tendered or in compliance with the specified procedures for guaranteed delivery of old notes. Certain brokers, dealers, commercial banks, trust companies and other nominees may also effect tenders by book-entry transfer. Holders of old notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee are urged to contact such person **promptly** if they wish to tender old notes pursuant to the exchange offer. See "The Exchange Offer—Exchange offer Procedures," "The Exchange Offer—Book-Entry Transfers" and "The Exchange Offer—Guaranteed Delivery Procedures."
Withdrawal	You may withdraw any old notes that you tender for exchange at any time prior to the expiration of the exchange offer. See "The Exchange Offer—Withdrawal Rights."
Acceptance of Old Notes for Exchange; Issuance of New Notes	Subject to certain conditions, we intend to accept for exchange any and all old notes that are properly tendered in the exchange offer before the expiration time. If we decide for any reason not to accept any old notes you have tendered for exchange, those old notes will be returned to you without cost as promptly as practicable after the expiration or termination of the exchange offer. The new notes will be delivered as promptly as practicable after the expiration time. See "The Exchange Offer—Acceptance of Old Notes for Exchange; Delivery of New Notes Issued in the Exchange Offer."
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions, some of which we may waive in our sole discretion. The exchange offer is not conditioned upon any minimum principal amount of old notes being tendered for exchange. See "The Exchange Offer—Conditions to the Exchange Offer."
Consequences of Exchanging Old Notes	Based on interpretations by the staff of the SEC, as detailed in a series of no-action letters issued by the SEC to third parties, we believe that you may offer for resale, resell or otherwise transfer the new notes that we issue in the exchange offer without complying with the registration and prospectus delivery requirements of the Securities Act if you: • acquire the new notes in the ordinary course of your business;

	• are not participating, do not intend to participate and have no arrangement or understanding with any person to participate in a distribution of the new notes; and • you are not an "affiliate" of AECOM, as defined in Rule 405 of the Securities Act. If any of these conditions is not satisfied and you transfer any new notes issued to you in the exchange offer without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We will not be responsible for or indemnify you against any liability you may incur. Any broker-dealer that acquires new notes in the exchange offer for its own account in exchange for old notes which it acquired through market-making or other trading activities must acknowledge that it may be a statutory underwriter and that it will deliver a prospectus when it resells or transfers any new notes issued in the exchange offer. See "The Exchange Offer—Consequences of Exchanging Old Notes" and "Plan of Distribution."
Consequences of Failure to Exchange Old Notes	All untendered old notes or old notes that are tendered but not accepted will continue to be subject to the restrictions on transfer set forth in the old notes and in the indenture under which the old notes were issued. In general, you may offer or sell your old notes only if they are registered under, or offered or sold under an exemption from, the Securities Act and applicable state securities laws. Other than in connection with the exchange offer, we do not anticipate that we will register the old notes under the Securities Act. If you do not participate in the exchange offer, the liquidity of your old notes could be adversely affected. See "The Exchange Offer—Consequences of Failure to Exchange Old Notes."
Interest on Old Notes Exchanged in the Exchange Offer	On the record date for the first interest payment date for the new notes offered hereby following the consummation of the exchange offer, holders of such new notes will receive interest accruing from the issue date of the old notes or, if interest has been paid, the most recent date to which interest has been paid.
U.S. Federal Income Tax Consequences of the Exchange Offer	You will not realize gain or loss for U.S. federal income tax purposes as a result of your exchange of old notes for new notes to be issued in the exchange offer. For additional information, see "Certain United States Federal Income Tax Considerations." You should consult your own tax advisor as to the tax consequences to you of the exchange offer, as well as tax consequences of the ownership and disposition of the new notes.

Exchange Agent	U.S. Bank National Association is serving as the exchange agent in connection with the exchange offer. The address and telephone and facsimile numbers of the exchange agent are listed in this prospectus. See "The Exchange Offer—Exchange Agent."
Use of Proceeds	We will not receive any proceeds from the issuance of new notes in the exchange offer. We will pay all expenses incident to the exchange offer. See "Use of Proceeds" and "The Exchange Offer—Fees and Expenses."

The New Notes

The terms of the new notes are substantially identical to those of the old notes, except that the new notes will be registered under the Securities Act and the transfer restrictions and registration rights applicable to the old notes do not apply to the new notes. The new notes will evidence the same debt as the old notes and will be governed by the same indenture. A brief description of the material terms of the new notes follows. For a more complete description, see "Description of the New Notes."

Issuer	AECOM
Notes Offered	$1,000,000,000 New 5.125% Senior Notes due 2027
Maturity	The new notes will mature on March 15, 2027.
Interest	The new notes will bear interest at a rate of 5.125% per annum. Interest on the notes will be payable semi annually in cash in arrears on March 15 and September 15 of each year, commencing September 15, 2017.
Guarantees	The new notes will be guaranteed on a senior unsecured basis by our existing and future domestic restricted subsidiaries that guarantee certain material credit facilities. The guarantees of the new notes are referred to herein as the "new guarantees."
Ranking	The new notes and the new guarantees will be our and the guarantors' senior unsecured obligations and will be equal in right of payment with all of our and the guarantors' existing and future senior debt and senior to any of our and the guarantors' future subordinated debt. The new notes and the new guarantees will rank effectively junior to all of our and the guarantors' existing and future secured debt, to the extent of the value of the collateral securing such debt, including the obligations under our senior secured credit facilities. The new notes will also be structurally subordinated to all of the liabilities of our existing and future subsidiaries that do not guarantee the notes.

Optional Redemption	Prior to December 15, 2026 (three months prior to the maturity date), we may redeem some or all of the new notes at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, plus a "make whole" premium. In addition, on or after December 15, 2026 (three months prior to the maturity date), the new notes will be redeemable at a redemption price of 100% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date. In addition, we may redeem up to 35% of the new notes before March 15, 2020, with the net cash proceeds from certain equity offerings. See "Description of the New Notes—Optional Redemption."
Change of Control Offer	If we experience specific kinds of changes of control, we must offer to repurchase all of the new notes at 101% of their principal amount, *plus* accrued and unpaid interest, if any, to the repurchase date. See "Description of the New Notes—Repurchase at the Option of Holders—Change of Control."
Asset Sales	If we or our restricted subsidiaries sell certain assets and do not repay certain debt or reinvest the proceeds of such sales within certain time periods, we must offer to repurchase a portion of the new notes as described under "Description of the New Notes—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."
Certain Covenants	The indenture contains covenants that limit, among other things: • our ability and the ability of our restricted subsidiaries to incur additional indebtedness; • our ability and the ability of our restricted subsidiaries to make loans and investments in unrestricted subsidiaries; • our ability and the ability of our restricted subsidiaries to sell, transfer or otherwise dispose of assets; • our ability and the ability of our restricted subsidiaries to incur or permit to exist certain liens; and • our ability to consolidate, amalgamate, merge or sell all or substantially all of our assets.
Form and Denominations	We will issue the new notes in fully registered form, in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Each of the new notes will be represented by one or more global notes registered in the name of a nominee of The Depository Trust Company ("DTC"). You will hold a beneficial interest in one or more of the new notes through DTC, and DTC and its direct and indirect participants will record your beneficial interest in their books. Except under limited circumstances, we will not issue certificated new notes.
Trustee	U.S. Bank National Association

Consolidated Ratio of Earnings to Fixed Charges

The following table contains our and our subsidiaries' consolidated ratio of earnings to fixed charges for the periods indicated.

	Year Ended					Six Months Ended	
	September 30, 2016	September 30, 2015	September 30, 2014	September 30, 2013	September 30, 2012	March 31, 2017	March 31, 2016
Consolidated ratio of earnings to fixed charges	1.4x	n/a(1)	4.0x	4.7x	n/a(2)	1.9x	1.4x

(1) Earnings for the year ended September 30, 2015 were inadequate to cover fixed charges primarily due to acquisition and integration expenses and the corresponding interest related to the acquisition of the URS Corporation in October 2014. The coverage deficiency was approximately $248 million.

(2) Earnings for the year ended September 30, 2012 were inadequate to cover fixed charges primarily due to the goodwill impairment expense. The coverage deficiency was approximately $5 million.

See "Consolidated Ratio of Earnings to Fixed Charges" for additional information regarding how the ratio was computed.

RISK FACTORS

We have included discussions of cautionary factors describing risks relating to our business and an investment in our securities in our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2017, which is incorporated by reference into this prospectus. Additional risks related the new notes are described in this prospectus. Before tendering old notes in the exchange offer, you should carefully consider the risk factors we describe in this prospectus and in any report incorporated by reference into this prospectus, including any Annual Report on Form 10-K or Quarterly Report on Form 10-Q. Any or all of these risk factors could have a material adverse effect on our business, financial condition, results of operations or liquidity. Furthermore, although we discuss key risks in the following risk factor descriptions, additional risks not currently known to us or that we currently deem immaterial also may impair our business. Our subsequent filings with the SEC may contain amended and updated discussions of significant risks. We cannot predict future risks or estimate the extent to which they may affect our financial performance.

Risks Relating to the New Notes

Our substantial leverage and significant debt service obligations could adversely affect our financial condition and our ability to fulfill our obligations and operate our business.

We and our subsidiaries had approximately $4.3 billion of indebtedness (excluding intercompany indebtedness) outstanding as of March 31, 2017, of which $1.2 billion was secured (exclusive of $51.0 million of outstanding undrawn letters of credit), and had an additional $870.1 million of availability under our senior secured revolving credit facility (after giving effect to outstanding letters of credit), all of which would be secured debt, if drawn, effectively ranking senior to the new notes to the extent of the value of the collateral securing such indebtedness. Our non-guarantor debt is $39.9 million as of March 31, 2017 (exclusive of intercompany debt). Our financial performance could be adversely affected by our substantial leverage. We may also incur significant additional indebtedness in the future, subject to certain conditions.

This high level of indebtedness could have important negative consequences to us, including, but not limited to:

- we may have difficulty satisfying our obligations with respect to outstanding debt obligations;
- we may have difficulty obtaining financing in the future for working capital, acquisitions, capital expenditures or other purposes;
- we may need to use all, or a substantial portion, of our available excess cash flow to pay interest and principal on our debt, which will reduce the amount of money available to finance our operations and other business activities, including, but not limited to, working capital requirements, acquisitions, capital expenditures or other general corporate or business activities;
- our debt level increases our vulnerability to general economic downturns and adverse industry conditions;
- our debt level could limit our flexibility in planning for, or reacting to, changes in our business and in our industry in general;
- our substantial amount of debt and the amount we must pay to service our debt obligations could place us at a competitive disadvantage compared to our competitors that have less debt;
- we may have increased borrowing costs;
- our clients, surety providers or insurance carriers may react adversely to our significant debt level;

- we may have insufficient funds, and our debt level may also restrict us from raising the funds necessary, to retire certain of our debt instruments tendered to us upon maturity of our debt or the occurrence of a change of control, which would constitute an event of default under certain of our debt instruments; and

- our failure to comply with the financial and other restrictive covenants in our debt instruments which, among other things, require us to maintain specified financial ratios and limit our ability to incur debt and sell assets, could result in an event of default that, if not cured or waived, could have a material adverse effect on our business or prospects.

Our high level of indebtedness requires that we use a substantial portion of our cash flow from operations to pay principal of, and interest on, our indebtedness, which will reduce the availability of cash to fund working capital requirements, future acquisitions, capital expenditures or other general corporate or business activities.

In addition, a substantial portion of our indebtedness bears interest at variable rates, including borrowings under our Credit Agreement. If market interest rates increase, debt service on our variable-rate debt will rise, which could adversely affect our cash flow, results of operations and financial position. Although we may employ hedging strategies such that a portion of the aggregate principal amount of our term loans carries a fixed rate of interest, any hedging arrangement put in place may not offer complete protection from this risk. Additionally, the remaining portion of borrowings under our Credit Agreement that is not hedged will be subject to changes in interest rates.

We may be unable to generate sufficient cash flow to service all of our indebtedness and meet our other ongoing liquidity needs, and we may be forced to take other actions to satisfy our obligations under our indebtedness, which may be unsuccessful.

Our ability to make scheduled payments or to refinance our debt obligations and to fund our planned acquisitions, capital expenditures and other ongoing liquidity needs depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to certain financial, business, legislative, legal, regulatory and other factors beyond our control. We cannot guarantee that our business will generate sufficient cash flow from operations or that future borrowings will be available to us under our existing debt instruments or otherwise in an amount sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness or to fund our other liquidity needs. We may need to refinance all or a portion of our debt on or before maturity. We may be unable to refinance any of our debt on commercially reasonable terms or at all and, even if successful, such refinancing may not allow us to meet our scheduled debt service obligations. See "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" incorporated by reference herein from our 2016 10-K, our 2017 First Quarter 10-Q and our 2017 Second Quarter 10-Q for a general discussion of our cash flows and liquidity.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures or acquisitions, seek additional capital or seek to restructure or refinance our indebtedness. These alternative measures may be unsuccessful and may not permit us to meet our scheduled debt service obligations. In the absence of such operating results and resources, we could face substantial liquidity problems and might be required to sell material assets or operations to attempt to meet our debt service and other obligations. The restrictive covenants included in certain of our debt instruments restrict our ability to use the proceeds from certain asset sales. We may be unable to consummate those asset sales to raise capital or sell assets at prices that we believe are fair, and the proceeds that we do receive may be inadequate to meet any debt service obligations when due. See "Description of the New Notes."

The new notes and the new guarantees are unsecured and will be effectively subordinated to our and our guarantors' indebtedness under our senior secured credit facilities and any of our other secured indebtedness to the extent of the value of the property securing that indebtedness.

The new notes and the related new guarantees are not secured by any of our or our subsidiaries' assets and therefore are effectively subordinated to the claims of our secured debt holders to the extent of the value of the assets securing such debt. If we become insolvent or are liquidated, or if payment under our senior secured credit facilities is accelerated, the lenders under our credit facilities will be entitled to exercise the remedies available to a secured lender under applicable law (in addition to any remedies that may be available under documents pertaining to our senior secured credit facilities). In addition, we and/or the guarantors may incur additional senior secured indebtedness, the holders of which will also be entitled to the remedies available to a secured lender.

Despite our current leverage, we and our subsidiaries may still be able to incur substantial additional debt. This could further exacerbate the risks that we and our subsidiaries face.

We and our subsidiaries may be able to incur substantial additional indebtedness in the future. Although Credit Agreement and the indenture that governs the existing notes contain restrictions on the incurrence of additional indebtedness, these restrictions are subject to a number of qualifications and exceptions, and the additional indebtedness incurred in compliance with these restrictions or following a waiver of these restrictions could be substantial. If we incur any additional indebtedness that ranks equally with the new notes, the holders of that debt will be entitled to share ratably with you in any proceeds distributed in connection with our insolvency, liquidation, reorganization, dissolution or other winding up. If any such indebtedness is secured it would be effectively senior to the new notes and the guarantees of the new notes by the guarantors to the extent of the assets securing such debt. This may have the effect of reducing the amount of proceeds paid to you. These restrictions also will not prevent us from incurring obligations that do not constitute indebtedness. If new debt is added to our current debt levels, the related risks that we and our subsidiaries face could intensify. We and our subsidiaries had approximately $4.3 billion of indebtedness (excluding intercompany indebtedness) outstanding as of March 31, 2017, of which $1.2 billion was secured (exclusive of $51.0 million of outstanding undrawn letters of credit), and had an additional $870.1 million of availability under our senior securied revolving credit facility (after giving effect to outstanding letters of credit), all of which would be secured debt, if drawn, effectively ranking senior to the new notes to the extent of the value of the collateral securing such indebtedness.

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

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

- incur additional indebtedness;
- create liens;
- pay dividends and make other distributions in respect of our equity securities;
- redeem our equity securities;
- distribute excess cash flow from foreign to domestic subsidiaries;
- make certain investments or certain other restricted payments;

- sell certain kinds of assets;
- enter into certain types of transactions with affiliates; and
- effect mergers or consolidations.

In addition, our Credit Agreement also requires us to comply with a consolidated interest coverage ratio and consolidated leverage ratio. Our ability to comply with these ratios may be affected by events beyond our control.

In addition, the indenture governing the notes will contain certain covenants limiting our and certain of our subsidiaries' ability to:

- incur additional indebtedness;
- create liens;
- sell certain kinds of assets;
- effect mergers or consolidations; and
- make certain investments in unrestricted subsidiaries.

These restrictions could limit our ability to plan for or react to market or economic conditions or meet capital needs or otherwise restrict our activities or business plans, and could adversely affect our ability to finance our operations, acquisitions, investments or strategic alliances or other capital needs or to engage in other business activities that would be in our interest.

A breach of any of these covenants or our inability to comply with the required financial ratios could result in a default under all or certain of our debt instruments. If an event of default occurs, our creditors could elect to:

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

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

The new notes and the new guarantees are structurally subordinated to all liabilities of our non-guarantor subsidiaries.

The new notes are structurally subordinated to all indebtedness and other liabilities of our subsidiaries that do not guarantee the new notes. The indenture governing the new notes allows the non-guarantor subsidiaries to incur certain additional indebtedness in the future and does not limit the incurrence of liabilities that do not constitute indebtedness. Any right that the Company or the guarantors have to receive any assets of any non- guarantor subsidiaries upon the liquidation or reorganization of those subsidiaries, and the consequent rights of holders of the new notes to realize proceeds from the sale of any of those subsidiaries' assets, will be effectively subordinated to the claims of those non-guarantor subsidiaries' creditors, including trade creditors and holders of preferred equity interests of those subsidiaries. In the event of a bankruptcy, liquidation or dissolution of any of our non-guarantor subsidiaries, holders of their debt, including their trade creditors, secured creditors and creditors holding indebtedness or guarantees issued by those subsidiaries, are generally entitled to payment on their claims from assets of those subsidiaries before any assets are made available for distribution to us. Our subsidiaries that do not guarantee the notes represented approximately 48% and

53% of our revenue and Adjusted EBITDA, respectively, for the twelve months ended March 31, 2017. These non-guarantor subsidiaries represented approximately 50% and 31% of our total assets and total liabilities recorded on their balance sheets (excluding intercompany assets, liabilities and investments), respectively, as of March 31, 2017. Our non-guarantor debt is $39.9 million as of March 31, 2017 (exclusive of intercompany debt).

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

Borrowings under our Credit Agreement are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness will increase even though the amount borrowed remains the same, and our net income and cash flows, including cash available for servicing our indebtedness, will correspondingly decrease. A 1.00% increase in such interest rates would increase total interest expense under our Credit Agreement for the six months ended March 31, 2017 by $8.3 million, including the effect of our interest rate swaps. We may, from time to time, enter into additional interest rate swaps that involve the exchange of floating for fixed rate interest payments in order to reduce interest rate volatility. However, we may not maintain interest rate swaps with respect to all of our variable rate indebtedness, and any swaps we enter into may not fully mitigate our interest rate risk and could be subject to credit risk themselves.

Many of the covenants in the indenture governing the new notes will be suspended if the new notes are rated investment grade by both Moody's Investors Service, Inc. and Standard & Poor's Rating Services.

Many of the covenants in the indenture governing the new notes will no longer apply to us during any time that the new notes are rated investment grade by both Moody's Investors Service, Inc. and Standard & Poor's Rating Services, provided that at such time no default or event of default has occurred and is continuing. These covenants will restrict, among other things, our ability to incur debt and to enter into certain other transactions. There can be no assurance that the new notes will ever be rated investment grade, or that if they are rated investment grade, that the new notes will maintain these ratings. However, suspension of these covenants would allow us to engage in certain transactions that would not be permitted while these covenants were in force and any action taken while these covenants are suspended will not result in an event of default if these covenants are subsequently reinstated. See "Description of the New Notes—Covenant Suspension When Notes Rated Investment Grade."

The guarantors may be released from their guarantees of the notes under certain circumstances.

The guarantors may be released from the guarantees of the notes in a variety of circumstances. So long as any obligations under certain of our material credit facilities remain outstanding, any guarantee of the notes may be released without action by, or consent of, any holder of notes or the trustee under the indenture governing the notes if, at the discretion of lenders under certain of our material credit facilities, the related guarantor is no longer a guarantor of obligations under certain of our material credit facilities. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will effectively be senior to your claims as a holder of the notes.

Our senior secured credit facilities may prohibit us from making payments on the new notes.

Our senior secured credit facilities may limit our ability to make payments on outstanding indebtedness other than regularly scheduled interest and principal payments as and when due. As a result, our senior secured credit facilities could prohibit us from making any payment on the new notes in the event that the new notes are accelerated or the holders thereof require us to repurchase the new

notes upon the occurrence of a change of control. Any such failure to make payments on the new notes would cause us to default under the indenture governing the notes offered hereby, which in turn would likely be a default under our senior secured credit facilities and other outstanding and future indebtedness, including our existing notes.

We may not be able to purchase the new notes upon a change of control, which would result in a default under the indenture that will govern the new notes and would materially adversely affect our business and financial condition.

Upon a change of control, as defined under "Description of the New Notes—Change of Control," we are required to make an offer to purchase all of the new notes then outstanding at 101% of their principal amount, plus accrued and unpaid interest, if any, to the date of purchase. Additionally, under our senior secured credit facilities, a change of control (as defined therein) constitutes an event of default that permits the lenders to accelerate the maturity of borrowings under our senior secured credit facilities and terminate their commitments to lend. The source of funds for any purchase of the new notes and repayment of borrowings under our senior secured credit facilities would be our available cash or cash generated from other sources, including borrowings, sales of assets, sales of equity or funds provided by our existing or new stockholders. We may not be able to repurchase the new notes upon a change of control because we may not have sufficient financial resources to purchase all of the debt securities that are tendered upon a change of control and repay our other indebtedness that will become due. If we fail to repurchase the new notes in that circumstance, we will be in default under the indenture that will govern the new notes. We may require additional financing from third parties to fund any such purchases, and we may be unable to obtain financing on satisfactory terms or at all. Further, our ability to repurchase the new notes may be limited by law. In addition, certain corporate events, such as leveraged recapitalizations that would increase the level of our indebtedness, would not constitute a "change of control" under the indenture even though those corporate events could increase the level of our indebtedness or otherwise adversely affect our capital structure, credit ratings or the value of the new notes. See "Description of the New Notes—Change of Control."

Federal and state statutes allow courts, under specific circumstances, to void guarantees and require holders of new notes to return payments received from guarantors.

The new notes will be guaranteed by our domestic subsidiaries that guarantee certain material credit facilities, including our senior secured credit facilities. Under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to all other debts of that guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- incurred this debt with the intent of hindering, delaying or defrauding current or future creditors; or
- received less than reasonably equivalent value or fair consideration for the incurrence of the guarantee; and
- was insolvent or rendered insolvent by reason of the incurrence of the guarantee; or
- was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

In addition, any payment by that guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of the creditors of the guarantor.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts as they become due.

An active trading market may not develop for the new notes.

The new notes are a new issue of securities for which there is no established trading market. We do not intend to apply for listing of the new notes on any securities exchange or to arrange for quotation on any automated dealer quotation system. As a result, an active trading market for the new notes may not develop. If an active trading market does not develop, the market price and liquidity of the new notes may be adversely affected. In that case, you may not be able to sell your new notes at a particular time or at a favorable price. If a trading market were to develop, future trading prices of the new notes may be volatile and will depend on many factors, including:

- the number of holders of new notes
- our operating performance and financial condition;
- the market for similar securities;
- the interest of securities dealers in making a market for the new notes; and
- prevailing interest rates.

Even if an active trading market for the new notes does develop, there is no guarantee that it will continue. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the new notes. The market, if any, for the new notes may experience similar disruptions and any such disruptions may adversely affect the liquidity in that market or the prices at which you may sell your new notes. In addition, subsequent to their initial issuance, the new notes may trade at a discount, depending upon prevailing interest rates, the market for similar notes, our performance and other factors.

If a bankruptcy or reorganization case is commenced, bankruptcy laws may make a guarantee avoidable.

A guarantee issued in the future in favor of the holders of new notes after the date of the indenture governing the new notes might be avoidable (as a preferential transfer or otherwise) by the guarantor (as debtor in possession) or by any trustee in bankruptcy if certain events or circumstances exist or occur, including if the guarantor is insolvent at the time of the issuance of the guarantee, the guarantee permits the holders of the new notes to receive a greater recovery in any Chapter 7 liquidation of the guarantor than if the guarantee had not been given, and a bankruptcy proceeding in respect of the guarantor is commenced within 90 days following the issuance, or, in certain circumstances, a longer period. Thus, in any bankruptcy proceedings commenced within 90 days of the issuance of the guarantee, a guarantee given with respect to previously existing indebtedness may be more likely to be avoided as a preference by the bankruptcy court than if delivered on the issue date. Accordingly, if we or any subsidiary guarantor were to file for bankruptcy protection after the issue date of the outstanding new notes and a guarantee had been issued less than 90 days before the commencement of such bankruptcy proceeding, such guarantee may be subject to challenge as a result

of having been delivered after the issue date. To the extent that the guarantee is avoided as a preference, you would lose the benefit of the guarantee.

Risks Related to the Exchange Offer

Old notes that are not tendered in the exchange offer will continue to be subject to restrictions on transfer and you may have difficulty selling any old notes not exchanged.

If you do not exchange your old notes for new notes in the exchange offer, you will continue to be subject to the restrictions on transfer of your old notes as described in the legend on the global notes representing the old notes. There are restrictions on transfer of your old notes because we issued the old notes under an exemption from registration under the Securities Act and applicable state securities laws. In general, you may offer or sell the old notes only if they are registered under the Securities Act and applicable state securities laws or offered and sold under an exemption from, or in a transaction not subject to, these requirements. We do not intend to register any old notes not tendered in the exchange offer and, upon consummation of the exchange offer, you will not be entitled to any rights to have your untendered old notes registered under the Securities Act. In addition, the trading market, if any, for the remaining old notes will be adversely affected depending on the extent to which old notes are tendered and accepted in the exchange offer.

Some holders may need to comply with the registration and prospectus delivery requirements of the Securities Act.

In general, if you exchange your old notes in the exchange offer for the purpose of participating in a distribution of the new notes, you may be an underwriter and deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction. Any broker-dealer that (1) exchanges its old notes in the exchange offer for the purpose of participating in a distribution of the new notes or (2) resells new notes that were received by it for its own account in the exchange offer may also be deemed to have received restricted securities and will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction by that broker-dealer. Any profit on the resale of the new notes and any commission or concessions received by a broker-dealer may be deemed to be underwriting compensation under the Securities Act.

You must comply with the exchange offer procedures to receive new notes.

We will issue the new notes in exchange for your old notes only if you tender the old notes in compliance with the procedures set forth in "The Exchange Offer—Exchange Offer Procedures," including, delivering a properly completed and duly executed Letter of Transmittal or transmitting an "agent's message", and delivering other required documents before expiration of the exchange offer. You should allow sufficient time to ensure timely delivery of the necessary documents. Neither the exchange agent nor we are under any duty to give notification of defects or irregularities with respect to the tenders of old notes for exchange. If you are the beneficial holder of old notes that are registered in the name of your broker, dealer, commercial bank, trust company or other nominee, and you wish to tender in the exchange offer, you should promptly contact the person in whose name your old notes are registered and instruct that person to tender on your behalf. Old notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the registration rights agreement will terminate. See "The Exchange Offer—Consequences of Failure to Exchange Old Notes."

USE OF PROCEEDS

We will not receive proceeds from the issuance of the new notes offered hereby. In consideration for issuing the new notes in exchange for old notes as described in this prospectus, we will receive old notes of like principal amount. The old notes surrendered in exchange for the new notes will be retired and canceled.

CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

The following table contains our and our subsidiaries' consolidated ratio of earnings to fixed charges for the periods indicated.

	Year Ended					Six Months Ended	
	September 30, 2016	September 30, 2015	September 30, 2014	September 30, 2013	September 30, 2012	March 31, 2017	March 31, 2016
Consolidated ratio of earnings to fixed charges	1.4x	n/a(1)	4.0x	4.7x	n/a(2)	1.9x	1.4x

(1) Earnings for the year ended September 30, 2015 were inadequate to cover fixed charges primarily due to acquisition and integration expenses and the corresponding interest related to the acquisition of the URS Corporation in October 2014. The coverage deficiency was approximately $248 million.

(2) Earnings for the year ended September 30, 2012 were inadequate to cover fixed charges primarily due to the goodwill impairment expense. The coverage deficiency was approximately $5 million.

The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. For this purpose, fixed charges consist of interest expense, capitalized interest and the portion of rental expense that is estimated by us to be representative of interest. Earnings consist of (i) the sum of income from operations, fixed charges, the amortization of capitalized interest and distributed income of equity investees, less (ii) the sum of capitalized interest and noncontrolling interest.

THE EXCHANGE OFFER

General

When we issued the old notes on February 21, 2017, we entered into a registration rights agreement among us, as issuer, certain of our subsidiaries, as guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representative of the initial purchasers (the "Registration Rights Agreement"). Under the Registration Rights Agreement, we agreed to:

- file a registration statement (the "Exchange Offer Registration Statement") with the SEC with respect to the exchange offer, to exchange the old notes for the new notes;
- use commercially reasonable efforts to consummate the exchange offer on or prior to March 19, 2018; and
- keep the exchange offer open for at least 30 days.

For each old note validly tendered pursuant to the exchange offer and not withdrawn by the holder thereof, the holder of such old note will receive in exchange a new note having a principal amount equal to that of the tendered old note. Interest on each new note will accrue from the last interest payment date on which interest was paid on the old notes in exchange therefor or, if no interest has been paid on the old notes, from the date of the original issue of the old notes.

Shelf Registration

If the exchange offer is not consummated, under certain circumstances and within specified time periods provided for in the Registration Rights Agreement, we are required to use commercially reasonable efforts to:

- file a shelf registration statement (the "Shelf Registration Statement") covering resales of the old notes on or prior to March 19, 2018;
- cause the Shelf Registration Statement to be declared effective on or prior to May 18, 2018; and
- keep the Shelf Registration Statement effective for at least two years following the effective date of the Shelf Registration Statement, or such shorter period as will terminate at such time as the old notes have been sold pursuant to the Shelf Registration Statement.

Additional Interest on Old Notes

Subject to certain limitations, we will be required to pay the holders of the old notes additional interest (as determined in accordance with the terms of the Registration Rights Agreement) on the old notes if:

- we fail to file any Shelf Registration Statement required by the Registration Rights Agreement on or before the date specified for such filing;
- any such Shelf Registration Statement is not declared effective by the SEC (or become effective automatically) on or prior to the date specified for such effectiveness;
- any such Shelf Registration Statement is declared effective but thereafter ceases to be effective during specified time periods; or
- the exchange offer is not consummated on or prior to March 19, 2018.

This summary of the provisions of the Registration Rights Agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the complete text of the Registration Rights Agreement, a copy of which is filed as an exhibit to the registration statement of which this prospectus forms a part.

Terms of the Exchange Offer

This prospectus and the accompanying Letter of Transmittal together constitute the exchange offer. Upon the terms and subject to the conditions set forth in this prospectus and in the Letter of Transmittal, we will accept for exchange old notes that are properly tendered on or before the expiration date and are not withdrawn as permitted below. We have agreed to use commercially reasonable efforts to keep the exchange offer open for at least 30 days from the date notice of the exchange offer is delivered. The expiration date for this exchange offer is 5:00 p.m., New York City time, on , 2017, or such later date and time to which we, in our sole discretion, extend the exchange offer.

The form and terms of the new notes being issued in the exchange offer are the same as the form and terms of the old notes, except that the new notes being issued in the exchange offer:

- will have been registered under the Securities Act;
- will not bear the restrictive legends restricting their transfer under the Securities Act that are contained in the old notes; and
- will not contain the registration rights and additional interest provisions that apply to the old notes.

We expressly reserve the right, in our sole discretion:

- to extend the expiration date;
- to delay accepting any old notes;
- to terminate the exchange offer and not accept any old notes for exchange if any of the conditions set forth below under "—Conditions to the Exchange Offer" have not been satisfied; and
- to amend the exchange offer in any manner.

We will give oral or written notice of any extension, delay, termination, non-acceptance or amendment as promptly as practicable by a public announcement, and in the case of an extension, no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date. During an extension, all old notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us. Any old notes not accepted for exchange for any reason will be returned without cost to the holder that tendered them as promptly as practicable after the expiration or termination of the exchange offer.

Exchange Offer Procedures

When the holder of old notes tenders and we accept old notes for exchange, a binding agreement between us and the tendering holder is created, subject to the terms and conditions set forth in this prospectus and the accompanying Letter of Transmittal. Except as set forth below, a holder of old notes who wishes to tender old notes for exchange must, on or prior to the expiration date:

- transmit a properly completed and duly executed Letter of Transmittal, including all other documents required by such Letter of Transmittal, to U.S. Bank National Association, the exchange agent, at the address set forth under the heading "—The Exchange Agent" below; or
- if old notes are tendered pursuant to the book-entry procedures set forth below, the tendering holder must transmit an Agent's Message (as defined below) to the exchange agent at the address set forth under the heading "—The Exchange Agent" below.

In addition:

- the exchange agent must receive the certificates for the old notes and the Letter of Transmittal;
- the exchange agent must receive, prior to the expiration date, a timely confirmation of the book-entry transfer of the old notes being tendered into the exchange agent's account at DTC, along with the Letter of Transmittal or an Agent's Message; or
- the holder must comply with the guaranteed delivery procedures described under the heading "—Guaranteed Delivery Procedures" below.

The term "Agent's Message" means a message, transmitted by DTC to, and received by, the exchange agent and forming a part of a book-entry transfer, referred to as a "Book-Entry Confirmation," which states that DTC has received an express acknowledgment that the tendering holder agrees to be bound by the Letter of Transmittal and that we may enforce the Letter of Transmittal against such holder.

The method of delivery of the old notes, the letters of transmittal and all other required documents is at the election and risk of the holder. If such delivery is by mail, we recommend registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. No letters of transmittal or old notes should be sent directly to us.

Signatures on a Letter of Transmittal or a notice of withdrawal, as the case may be, must be guaranteed unless the old notes surrendered for exchange are tendered:

- by a holder of old notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the Letter of Transmittal; or
- for the account of an eligible institution.

An "eligible institution" is a firm which is a member of a registered national securities exchange or a member of the Financial Industry Regulatory Authority, or a commercial bank or trust company having an office or correspondent in the United States.

If signatures on a Letter of Transmittal or notice of withdrawal are required to be guaranteed, the guarantor must be an eligible institution. If old notes are registered in the name of a person other than the signer of the Letter of Transmittal, the old notes surrendered for exchange must be endorsed by, or accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by us in our sole discretion, duly executed by the registered holder with the holder's signature guaranteed by an eligible institution.

We will determine all questions as to the validity, form, eligibility, including time of receipt, and acceptance of old notes tendered for exchange in our sole discretion. Our determination will be final and binding. We reserve the absolute right to:

- reject any and all tenders of any old note improperly tendered;
- refuse to accept any old note if, in our judgment or the judgment of our counsel, acceptance of the old note may be deemed unlawful; and
- waive any defects or irregularities or conditions of the exchange offer as to any particular old note either before or after the expiration date, including the right to waive the ineligibility of any class of holder who seeks to tender old notes in the exchange offer.

Our interpretation of the terms and conditions of the exchange offer as to any particular old notes either before or after the expiration date, including the Letter of Transmittal and the instructions related thereto, will be final and binding on all parties. Holders must cure any defects and irregularities in connection with tenders of old notes for exchange within such reasonable period of time as we will

determine, unless we waive such defects or irregularities. Neither we, the exchange agent nor any other person will be under any duty to give notification of any defect or irregularity with respect to any tender of old notes for exchange, nor will any such persons incur any liability for failure to give such notification.

If a person or persons other than the registered holder or holders of the old notes tendered for exchange signs the Letter of Transmittal, the tendered old notes must be endorsed or accompanied by appropriate powers of attorney, in either case, signed exactly as the name or names of the registered holder or holders that appear on the old notes.

If trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity sign the Letter of Transmittal or any old notes or any power of attorney, such persons should so indicate when signing, and you must submit proper evidence satisfactory to us of such person's authority to so act unless we waive this requirement.

By tendering old notes, each holder will represent to us that, among other things, the person acquiring new notes in the exchange offer is obtaining them in the ordinary course of its business, whether or not such person is the holder, and that neither the holder nor such other person has any arrangement or understanding with any person to participate in the distribution of the new notes. If any holder or any such other person is an "affiliate" of ours or any subsidiary guarantor, as defined in Rule 405 under the Securities Act, or is engaged in or intends to engage in or has an arrangement or understanding with any person to participate in a distribution of the new notes, such holder or any such other person:

- may not rely on the applicable interpretations of the staff of the SEC as set forth in no-action letters issued to third parties; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it may be a statutory underwriter and that it will deliver a prospectus in connection with any resale of such new notes. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Acceptance of Old Notes for Exchange; Delivery of New Notes Issued in the Exchange Offer

Upon satisfaction or waiver of all of the conditions to the exchange offer, we will accept, as promptly as practicable after the expiration date, all old notes properly tendered and will issue new notes registered under the Securities Act. For purposes of the exchange offer, we will be deemed to have accepted properly tendered old notes for exchange when, as and if we have given oral or written notice to the exchange agent, with written confirmation of any oral notice to be given as promptly as practicable thereafter. See "—Conditions to the Exchange Offer" below for a discussion of the conditions that must be satisfied before we accept any old notes for exchange.

For each old note accepted for exchange, the holder will receive a new note registered under the Securities Act having a principal amount equal to, and in the denomination of, that of the surrendered old note. Accordingly, registered holders of new notes on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the issue date of the old notes or, if interest has been paid, the most recent date to which interest has been paid. Old notes that we accept for exchange will cease to accrue interest from and after the date of consummation of the exchange offer. Under the Registration Rights Agreement, we may be required to make additional payments in the form of additional interest to the holders of the old notes under

circumstances relating to the timing of the exchange offer, as discussed under "—Additional Interest on Old Notes" above.

In all cases, we will issue new notes in the exchange offer for old notes that are accepted for exchange only after the exchange agent timely receives:

- certificates for such old notes or a timely Book-Entry Confirmation of such old notes into the exchange agent's account at DTC;
- a properly completed and duly executed Letter of Transmittal or an Agent's Message; and
- all other required documents.

If for any reason set forth in the terms and conditions of the exchange offer we do not accept any tendered old notes, or if a holder submits old notes for a greater principal amount than the holder desires to exchange, we will return such unaccepted or non-exchanged old notes without cost to the tendering holder. In the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC, such non-exchanged old notes will be credited to an account maintained with DTC. We will return the old notes or have them credited to DTC as promptly as practicable after the expiration or termination of the exchange offer.

Book-Entry Transfers

The exchange agent will make a request to establish an account at DTC for purposes of the exchange offer within two business days after the date of this prospectus. Any financial institution that is a participant in DTC's system must make book-entry delivery of old notes denominated in dollars by causing DTC to transfer the old notes into the exchange agent's account at DTC in accordance with DTC's procedures for transfer. Such participant should transmit its acceptance to DTC on or prior to the expiration date or comply with the guaranteed delivery procedures described below. DTC will verify such acceptance, execute a book-entry transfer of the tendered old notes into the exchange agent's account at DTC and then send to the exchange agent confirmation of such book-entry transfer. The confirmation of such book-entry transfer will include an Agent's Message confirming that DTC has received an express acknowledgment from such participant that such participant has received and agrees to be bound by the Letter of Transmittal and that we may enforce the Letter of Transmittal against such participant. Notwithstanding the foregoing, the Letter of Transmittal or facsimile thereof or an Agent's Message, with any required signature guarantees and any other required documents, must:

- be transmitted to and received by the exchange agent at the address set forth below under the heading "—The Exchange Agent" on or prior to the expiration date; or
- comply with the guaranteed delivery procedures described below.

Guaranteed Delivery Procedures

If a holder of old notes desires to tender such notes and the holder's old notes are not immediately available, or time will not permit such holder's old notes or other required documents to reach the exchange agent before the expiration date, or the procedure for book-entry transfer cannot be completed on a timely basis, a tender may be effected if:

- the holder tenders the old notes through an eligible institution;
- prior to the expiration date, the exchange agent receives from such eligible institution a properly completed and duly executed notice of guaranteed delivery, substantially in the form we have provided, by facsimile transmission, mail or hand delivery, setting forth the name and address of the holder of the old notes being tendered and the amount of the old notes being tendered. The

notice of guaranteed delivery will state that the tender is being made and guarantee that within three business days after the date of execution of the notice of guaranteed delivery, the certificates for all physically tendered old notes, in proper form for transfer, or a Book-Entry Confirmation, as the case may be, together with a properly completed and duly executed Letter of Transmittal or Agent's Message with any required signature guarantees and any other documents required by the Letter of Transmittal will be deposited by the eligible institution with the exchange agent; and

- the exchange agent receives the certificates for all physically tendered old notes, in proper form for transfer, or a Book-Entry Confirmation, as the case may be, together with a properly completed and duly executed Letter of Transmittal or Agent's Message with any required signature guarantees and any other documents required by the Letter of Transmittal, within three business trading days after the date of execution of the notice of guaranteed delivery.

Withdrawal Rights

You may withdraw tenders of your old notes at any time prior to 5:00 p.m., New York City time, on the expiration date. For a withdrawal to be effective, you must send a written notice of withdrawal to the exchange agent at the address set forth under the heading "—The Exchange Agent" below. Any such notice of withdrawal must:

- specify the name of the person having tendered the old notes to be withdrawn;
- identify the old notes to be withdrawn, including the principal amount of such old notes; and
- where certificates for old notes are transmitted, specify the name in which old notes are registered, if different from that of the withdrawing holder.

If certificates for old notes have been delivered or otherwise identified to the exchange agent, then, prior to the release of such certificates the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and signed notice of withdrawal with signatures guaranteed by an eligible institution unless such holder is an eligible institution. If old notes have been tendered pursuant to the procedure for book-entry transfer described above, any notice of withdrawal must specify the name and number of the account at DTC to be credited with the withdrawn old notes and otherwise comply with the procedures of such facility. We will determine all questions as to the validity, form and eligibility, including time of receipt, of such notices and our determination will be final and binding on all parties. Any tendered old notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any old notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the holder of those old notes without cost to the holder as promptly as practicable. In the case of old notes tendered by book-entry transfer into the exchange agent's account at DTC, the old notes withdrawn will be credited to an account maintained with DTC for the old notes. The old notes will be returned or credited to this account as promptly as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn old notes may be re-tendered by following one of the procedures described above under the heading "—Exchange Offer Procedures" at any time on or prior to 5:00 p.m., New York City time, on the expiration date.

Conditions to the Exchange Offer

We are not required to accept for exchange, or to issue new notes in the exchange offer for, any old notes. We may terminate or amend the exchange offer at any time before the acceptance of old notes for exchange if:

- the exchange offer would violate any applicable federal law, statute, rule or regulation or any applicable interpretation of the staff of the SEC;

- any action or proceeding is instituted or threatened in any court or by or before any governmental agency challenging the exchange offer or that we believe might be expected to prohibit or materially impair our ability to proceed with the exchange offer;

- any stop order is threatened or in effect with respect to either (1) the registration statement of which this prospectus forms a part or (2) the qualification of the indenture governing the new notes under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

- any law, rule or regulation is enacted, adopted, proposed or interpreted that we believe might be expected to prohibit or impair our ability to proceed with the exchange offer or to materially impair the ability of holders generally to receive freely tradable new notes in the exchange offer;

- there is any change or a development involving a prospective change in our business, properties, assets, liabilities, financial condition, operations or results of operations taken as a whole, that is or may be adverse to us;

- there is any declaration of war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or the worsening of any such condition that existed at the time that we commence the exchange offer; or

- we become aware of facts that, in our reasonable judgment, have or may have adverse significance with respect to the value of the old notes or the new notes to be issued in the exchange offer.

The preceding conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any such condition. We may waive the preceding conditions in whole or in part at any time and from time to time in our sole discretion. If we do so, the exchange offer will remain open for at least five business days following any waiver of the preceding conditions. Our failure at any time to exercise the foregoing rights will not be deemed a waiver of any such right and each such right will be deemed an ongoing right which we may assert at any time and from time to time.

The Exchange Agent

U.S. Bank National Association (the "Exchange Agent"), has been appointed as exchange agent for the exchange offer. You should direct questions and requests for assistance, requests for additional copies of this prospectus or of the Letter of Transmittal and requests for the notice of guaranteed delivery or the notice of withdrawal to the exchange agent addressed as follows:

To: U.S. Bank National Association
By Mail or In Person:
U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave. East, EP-MN-WS2N
St. Paul, MN 55107
Attention: Specialized Finance

By Email or Facsimile Transmission (for Eligible Institutions Only):
Email: cts.specfinance@usbank.com
Fax: (651) 466-7372

For Information and to Confirm by Telephone:
(800) 934-6802

DELIVERY OF THE LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SHOWN ABOVE OR TRANSMISSION VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY OF THE LETTER OF TRANSMITTAL.

Fees and Expenses

We will not make any payment to brokers, dealers or others soliciting acceptance of the exchange offer except for reimbursement of mailing expenses. We will pay the cash expenses to be incurred by us in connection with the exchange offer, including:

- the SEC registration fee;
- fees and expenses of the exchange agent and the trustee;
- accounting and legal fees;
- printing fees; and
- other related fees and expenses.

Transfer Taxes

Holders who tender their old notes for exchange will not be obligated to pay any transfer taxes in connection with the exchange. If, however, the new notes issued in the exchange offer are to be delivered to, or are to be issued in the name of, any person other than the holder of the old notes tendered, or if a transfer tax is imposed for any reason other than the exchange of old notes in connection with the exchange offer, then the holder must pay any of these transfer taxes, whether imposed on the registered holder or on any other person. If satisfactory evidence of payment of, or exemption from, these taxes is not submitted with the Letter of Transmittal, the amount of these transfer taxes will be billed directly to the tendering holder.

Consequences of Failure to Exchange Old Notes

Holders who desire to tender their old notes in exchange for new notes should allow sufficient time to ensure timely delivery. Neither the exchange agent nor we are under any duty to give notification of defects or irregularities with respect to the tenders of old notes for exchange.

Old notes that are not tendered or are tendered but not accepted will, following the consummation of the exchange offer, continue to be subject to the provisions in the applicable indenture regarding the transfer and exchange of the old notes and the existing restrictions on transfer set forth in the legend on the old notes and in the offering memorandum dated February 15, 2017, relating to the old notes. Except in limited circumstances with respect to specific types of holders of old notes, we will have no further obligation to provide for the registration under the Securities Act of such old notes. In general, old notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not currently anticipate that we will take any action to register the old notes under the Securities Act or under any state securities laws following the expiration date of the exchange offer.

Upon completion of the exchange offer, holders of the old notes will not be entitled to any further registration rights under the Registration Rights Agreement, except under limited circumstances.

Holders of the new notes and any old notes that remain outstanding after consummation of the exchange offer will vote together as a single class for purposes of determining whether holders of the requisite percentage of the class have taken certain actions or exercised certain rights under the applicable indenture.

Consequences of Exchanging Old Notes

Based on interpretations of the staff of the SEC, as set forth in no-action letters to third parties, we believe that the new notes may be offered for resale, resold or otherwise transferred by holders of those new notes, other than by any holder that is an "affiliate" of ours or any subsidiary guarantor within the meaning of Rule 405 under the Securities Act. The new notes may be offered for resale, resold or otherwise transferred without compliance with the registration and prospectus delivery provisions of the Securities Act, if:

- the new notes issued in the exchange offer are acquired in the ordinary course of the holder's business; and
- neither the holder, other than a broker-dealer, nor, to the actual knowledge of such holder, any other person receiving new notes from the holder, has any arrangement or understanding with any person to participate in the distribution of the new notes issued in the exchange offer.

However, the SEC has not considered this exchange offer in the context of a no-action letter and we cannot guarantee that the staff of the SEC would make a similar determination with respect to this exchange offer as in such other circumstances.

Each holder, other than a broker-dealer, must furnish a written representation, at our request, that:

- it is not an affiliate of ours or any subsidiary guarantor;
- it is not engaged in, and does not intend to engage in, a distribution of the new notes and has no arrangement or understanding to participate in a distribution of new notes;
- it is acquiring the new notes issued in the exchange offer in the ordinary course of its business; and
- it is not acting on behalf of a person who could not make the three preceding representations.

Each broker-dealer that receives new notes for its own account in exchange for old notes must acknowledge that:

- such old notes were acquired by such broker-dealer as a result of market-making or other trading activities (and not directly from us); and
- it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such new notes, and such broker-dealer will comply with the applicable provisions of the Securities Act with respect to resale of any new notes.

Furthermore, any broker-dealer that acquired any of its old notes directly from us:

- may not rely on the position of the SEC enunciated in Morgan Stanley and Co., Inc. (available June 5, 1991) and Exxon Capital Holdings Corporation (available May 13, 1988), as interpreted in the SEC's letter to Shearman & Sterling dated July 2, 1993, and similar no-action letters; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

In addition, to comply with state securities laws of certain jurisdictions, the new notes issued in the exchange offer may not be offered or sold in any state unless they have been registered or qualified for sale in such state or an exemption from registration or qualification is available and complied with by the holders selling the new notes. We have agreed in the Registration Rights Agreement that, prior to any public offering of old notes pursuant to the Shelf Registration Statement, we will cooperate with the selling holders of old notes and their counsel in connection with the registration and qualification of such old notes entitled to registration rights, under the securities or Blue Sky laws of such

jurisdictions as the selling holders of old notes may reasonably request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the old notes covered by the Shelf Registration Statement, *provided, however,* that we are not required to register or qualify as a foreign corporation where we are not so qualified or to take any action that would subject us to the service of process in suits or to taxation, in any jurisdiction where we are not so subject.

Accounting Treatment

We will record the new notes at the same carrying value as the old notes, as reflected in our accounting records on the date of the exchange offer. Accordingly, we will not recognize any gain or loss for accounting purposes.

DESCRIPTION OF THE NEW NOTES

General

The term "new notes" refers to AECOM's $1,000,000,000 5.125% Senior Notes due 2027 that have been registered under the Securities Act. The term "old notes" refers collectively to AECOM's $1,000,000,000 outstanding unregistered 5.125% Senior Notes due 2027. We refer to the new notes and the old notes (to the extent not exchanged for new notes) in this section as the "notes."

The terms of the old notes are identical in all material respects to those of the new notes, except that: (1) the old notes have not been registered under the Securities Act, are subject to certain restrictions on transfer and are entitled to certain rights under the registration rights agreement (which rights will terminate upon consummation of the exchange offer, except under limited circumstances); and (2) the new notes will not provide for any additional interest as a result of our failure to fulfill certain registration obligations.

The Company issued the old notes and will issue the new notes pursuant to the indenture dated as of February 21, 2017, among the Company, the subsidiary guarantors party thereto and U.S. Bank National Association, as trustee (as amended, modified or supplemented, the "Indenture").The terms of the notes include those stated in the Indenture and those made part of the Indenture by reference to the TIA. You should refer to the Indenture and the TIA for a complete statement of the terms applicable to the notes.

The following is a summary of material provisions of the Indenture. The following summary of the terms of the notes and the Indenture is not complete and is subject to, and is qualified by reference to, the notes and the Indenture, including the definitions therein of certain capitalized terms used but not defined in this description of the new notes. We urge you to read the entire Indenture because that document, and not this description, defines your rights as holders of the new notes. For the definitions of certain capitalized terms, see "Certain Definitions" below.

For purposes of this section, the terms "Company", "we", "us" and "our" refer only to AECOM and not to any of its subsidiaries. Certain of the Company's subsidiaries guarantee the new notes and will be subject to many of the provisions described in this section. Each subsidiary that guarantees the new notes is referred to in this section as a "Subsidiary Guarantor." Each such guarantee is referred to as a "Subsidiary Guarantee."

Overview of the Notes and the Subsidiary Guarantees

The old notes are and the new notes will be:

- senior unsecured obligations of the Company;
- equal in right of payment with all of the Company's existing and future senior Indebtedness;
- senior in right of payment to all of the Company's future Indebtedness that is subordinated in right of payment to the notes;
- effectively subordinated to all Secured Indebtedness of the Company and its Subsidiaries, including Indebtedness under the Credit Agreement, to the extent of the value of the assets securing such Indebtedness;
- structurally subordinated to all liabilities, including Preferred Stock, of each Subsidiary of the Company that is not a Subsidiary Guarantor; and
- guaranteed on a general senior unsecured basis by the Subsidiary Guarantors.

The Subsidiary Guarantors

The old notes are and the new notes will be guaranteed by each Domestic Restricted Subsidiary of the Company that from time to time is a borrower under or guarantees Indebtedness of the Company under any Material Credit Facility. The Subsidiary Guarantee of each Subsidiary Guarantor with respect to old notes, are, and with respect to new notes, will be:

- a senior unsecured obligation of such Subsidiary Guarantor;
- equal in right of payment with all of such Subsidiary Guarantor's existing and future senior Indebtedness;
- senior in right of payment to all of such Subsidiary Guarantor's future Indebtedness that is subordinated in right of payment to such Subsidiary Guarantee; and
- effectively subordinated to all Secured Indebtedness of such Subsidiary Guarantor and its Subsidiaries, including their guarantees of Indebtedness under the Credit Agreement, to the extent of the value of the assets securing such Indebtedness.

Not all of our subsidiaries will guarantee the notes. The non-Guarantor subsidiaries of the Company accounted for 48% of the Company's consolidated revenue and 53% of the Company's Adjusted Consolidated EBITDA for the twelve months ended March 31, 2017 and represented 50% of the Company's total assets (excluding intercompany assets) and 31% of the Company's total liabilities (excluding intercompany liabilities) recorded on the Company's balance sheet as of March 31, 2017.

Principal, Maturity and Interest

The Company may issue additional notes (the "Additional Notes") from time to time after this offering. Any offering of Additional Notes is subject to the covenant described below under the caption "—Certain Covenants—Limitation on Indebtedness". Additional Notes that are not fungible with other notes for federal income tax purposes may trade under a separate CUSIP and may be treated as a separate class for purposes of transfers and exchanges. Nevertheless, the notes and any Additional Notes subsequently issued under the Indenture would be treated as a single class of notes for all other purposes under the Indenture, including, without limitation, waivers, amendments, redemptions and offers to purchase. The Company will issue new notes in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. The new notes will mature on March 15, 2027.

Each new note will bear interest at a rate of 5.125% per annum from the Closing Date, or from the most recent date on which interest has been paid or provided for. We will pay interest semi-annually to Holders of record at the close of business on March 1 or September 1 immediately preceding the interest payment date on March 15 and September 15 of each year. The first interest payment date will be September 15, 2017. We will pay interest on overdue principal at 1% per annum in excess of the interest rate, and we will pay interest on overdue installments of interest at this higher rate to the extent lawful.

Interest will be computed on the basis of a 360-day year composed of twelve 30-day months.

Paying Agent and Registrar

We will pay the principal of, premium, if any, and interest on the notes at any office of ours or any agency designated by us. We have initially designated the corporate trust office of the trustee to act as the agent of the Company in these matters. The location of the corporate trust office is currently 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attn: B. Scarbrough (AECOM Senior Notes due 2027). We reserve the right to pay interest to Holders by check mailed directly to Holders at their registered addresses.

Transfer and Exchange

A Holder of outstanding notes will be able to transfer or exchange notes. Upon any transfer or exchange, the registrar and the trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes required by law or permitted by the Indenture. The Company will not be required to transfer or exchange any outstanding note selected for redemption or purchase or to transfer or exchange any outstanding note for a period of 15 days prior to the mailing of a notice of redemption or purchase of notes to be redeemed or purchased or within 15 days of an interest payment date. The notes will be issued in registered form and the Holder will be treated as the owner of such note for all purposes.

Form, Denomination and Registration

The old notes are and the new notes will be transferable and exchangeable at the office of the Registrar or any co-registrar and are or will be, as applicable, issued in fully registered form, without coupons, in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof. We may require payment of an amount sufficient to cover any tax or other governmental charge payable in connection with certain transfers and exchanges.

Optional Redemption

We may not redeem the notes except pursuant to this paragraph and the two immediately following paragraphs. At any time and from time to time prior to December 15, 2026 (three months prior to the maturity date), the Company may redeem on one or more occasions all or part of the notes upon not less than 30 nor more than 60 days' prior notice at a redemption price equal to the sum of (i) 100% of the principal amount thereof, plus (ii) the Applicable Premium as of the date of redemption, plus (iii) accrued and unpaid interest to, but excluding, the date of redemption. In addition, on or after December 15, 2026 (three months prior to the maturity date), the notes may be redeemed by us upon not less than 30 nor more than 60 days' prior notice at a redemption price of 100% of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date of redemption.

In addition, at any time and from time to time prior to March 15, 2020, we may redeem, on one or more occasions, up to a maximum of 35% of the original aggregate principal amount of the notes, calculated after giving effect to any issuance of Additional Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 105.125% of the principal amount thereof, plus accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date; provided, however, that after giving effect to any such redemption:

(1) at least 65% of the original aggregate principal amount of the notes, calculated after giving effect to any issuance of Additional Notes, remains outstanding immediately after such redemption; and

(2) any such redemption by the Company must be made within 90 days of such Qualified Equity Offering and must be made in accordance with the procedures set forth in the Indenture.

The Company will have the right to redeem the notes at 101% of the principal amount thereof, plus accrued and unpaid interest to, but excluding, the date of redemption, following the consummation of a Change of Control if at least 90% of the notes outstanding prior to such consummation are purchased pursuant to a Change of Control Offer with respect to such Change of Control.

Any notice of redemption in connection with any Qualified Equity Offering or other securities offering or any other financing, or in connection with a transaction (or series of related transactions) that constitute a Change of Control, may, at the Company's discretion, be given prior to the completion

thereof and be subject to one or more conditions precedent, including completion of the related Qualified Equity Offering, securities offering, financing or Change of Control.

Selection

If we redeem less than all of the notes, the trustee or applicable depositary will select the notes to be redeemed on a pro rata basis, by lot or by such other method as is required by or in accordance with the procedures of the applicable depositary, although no note of $2,000 in original principal amount or less may be redeemed in part. If we redeem any note in part only, the notice of redemption relating to that note will state the portion of the principal amount thereof to be redeemed. A new note in principal amount equal to the unredeemed portion of the note will be issued in the name of the Holder upon cancellation of the original note. On and after the redemption date, interest will cease to accrue on the notes or portions thereof called for redemption so long as we have deposited with the paying agent funds sufficient to pay the principal of, plus accrued and unpaid interest on, the notes to be redeemed.

Ranking

The old notes are and the new notes will be senior unsecured obligations of the Company; equal in right of payment with all of the Company's existing and future senior Indebtedness and senior in right of payment to all of the Company's existing and future Indebtedness that is subordinated in right of payment to the notes. The notes will also be effectively subordinated to all Secured Indebtedness of the Company and its Subsidiaries, including Indebtedness under the Credit Agreement, to the extent of the value of the assets securing such Indebtedness.

The Subsidiary Guarantees with respect to the old notes are and with respect to the new notes will be the senior unsecured obligations of each Subsidiary Guarantor equal in right of payment with all of such Subsidiary Guarantor's existing and future senior Indebtedness and senior in right of payment to all of such Subsidiary Guarantor's future Indebtedness that is subordinated in right of payment to such Subsidiary Guarantee. The Subsidiary Guarantees will also be effectively subordinated to all Secured Indebtedness of the applicable Subsidiary Guarantor and its Subsidiaries, including their guarantees of Indebtedness under the Credit Agreement, to the extent of the value of the assets securing such Indebtedness.

To the extent a Subsidiary is not a Subsidiary Guarantor, creditors of the Subsidiary, including trade creditors, and preferred stockholders, if any, of the Subsidiary generally will have priority with respect to the assets and earnings of the Subsidiary over the claims of creditors of the Company, including Holders. The notes, therefore, will be structurally subordinated to the claims of creditors, including trade creditors, and preferred stockholders, if any, of Subsidiaries of the Company that are not Subsidiary Guarantors.

As of March 31, 2017, we and our subsidiaries had approximately $4.3 billion of indebtedness (excluding intercompany indebtedness) outstanding, of which $1.2 billion was secured (exclusive of $51.0 million of undrawn letters of credit) and we had an additional $870.1 million of availability under our Credit Agreement (after giving effect to outstanding letters of credit), all of which would be secured debt if drawn, effectively ranking senior to the notes to the extent of the value of the collateral securing such Indebtedness. See "Risk Factors—Risks Relating to the New Notes—Our substantial leverage and significant debt service obligations could adversely affect our financial condition and our ability to fulfill our obligations and operate our business."

Although the Indenture limits the Incurrence of Indebtedness by the Company and the Restricted Subsidiaries (including the issuance of Preferred Stock by the Restricted Subsidiaries), this limitation is subject to a number of significant qualifications. The Company and its Subsidiaries may be able to

Incur substantial amounts of Indebtedness in certain circumstances. See "—Certain Covenants—Limitation on Indebtedness" below.

Subsidiary Guarantees

As of the date hereof, all of our subsidiaries are Restricted Subsidiaries. The new notes will be guaranteed by each Domestic Restricted Subsidiary of the Company that, from time to time, is a borrower under or guarantees Indebtedness of the Company under any Material Credit Facility. The Guarantors will jointly and severally irrevocably and unconditionally Guarantee as primary obligors and not merely as sureties, on an unsecured senior basis, the performance and full and punctual payment when due, whether at Stated Maturity, by acceleration or otherwise, of all obligations of the Company under the Indenture, including obligations to the trustee, and the new notes, whether for payment of principal of, or premium or interest on the new notes, expenses, indemnification or otherwise (all such obligations Guaranteed by such Subsidiary Guarantors being herein called the "Guaranteed Obligations"). Each Subsidiary Guarantee with respect to old notes is and with respect to new notes will be limited in amount to an amount not to exceed the maximum amount that can be Guaranteed by the applicable Subsidiary Guarantor without rendering the Subsidiary Guarantee, as it relates to that Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. In a Florida bankruptcy case, subsidiary guarantees containing this kind of provision were found to be fraudulent conveyances and thus unenforceable and the court stated that this kind of limitation is ineffective. See "Risk Factors—Risks Relating to the New Notes—Federal and state statutes allow courts, under specific circumstances, to void guarantees and require note holders to return payments received from guarantors." The Company will cause each future Domestic Restricted Subsidiary that, from time to time, is a borrower under or guarantees Indebtedness of the Company under any Material Credit Facility to execute and deliver to the trustee a supplemental indenture pursuant to which the Subsidiary will Guarantee payment of the notes. See "—Certain Covenants—Future Subsidiary Guarantors" below.

Each Subsidiary Guarantee is a continuing guarantee and shall, except as set forth in the four immediately succeeding paragraphs, (a) remain in full force and effect until payment in full of all the Guaranteed Obligations, (b) be binding upon each Subsidiary Guarantor and its successors and (c) inure to the benefit of, and be enforceable by, the trustee, the Holders and their successors, transferees and assigns.

In the event the Capital Stock of a Subsidiary Guarantor is sold or all of the assets of a Subsidiary Guarantor are sold (including by way of merger, consolidation or otherwise) by the Company or a Restricted Subsidiary and the sale complies with the provisions described below under the caption "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock", if as a result of such sale, such Subsidiary Guarantor ceases to be a Restricted Subsidiary, such Subsidiary Guarantor shall be released from its Subsidiary Guarantee at the time of such sale (it being understood that only such portion of the Net Cash Proceeds as is or is required to be applied on or before the date of such release in accordance with the terms of the Indenture needs to be so applied before such release).

Upon the designation of any Subsidiary Guarantor to be an Unrestricted Subsidiary in compliance with the definition of "Unrestricted Subsidiary," such Subsidiary Guarantor will be released from its Subsidiary Guarantee.

Upon legal defeasance or satisfaction and discharge of the new notes in compliance with the provisions of the Indenture described below under the caption "—Defeasance" or "—Satisfaction and Discharge", as applicable, the Subsidiary Guarantors shall be released from their Subsidiary Guarantees.

If any Subsidiary Guarantor shall have been released from its guarantees of Indebtedness of the Company under all Material Credit Facilities, such Subsidiary Guarantor shall be released from its Subsidiary Guarantee.

Change of Control

Upon the occurrence of any Change of Control (as defined below), each Holder will have the right to require the Company to purchase all or any part of such Holder's notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to the date of purchase, subject to the right of Holders of notes of record on the relevant record date to receive interest due on the relevant interest payment date; provided, however, that notwithstanding the occurrence of a Change of Control, the Company shall not be obligated to purchase the notes pursuant to this section in the event that it has exercised its right to redeem all the notes under the terms of the section titled "Optional Redemption." A "Change of Control" means any event or series of events by which any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of 50% or more of the equity securities of the Company entitled to vote for members of the board of directors or equivalent governing body of the Company on a fully-diluted basis.

Within 45 days following any Change of Control, the Company shall mail, or cause to be mailed, or, in the case of global notes, send in accordance with the applicable procedures of the depositary, a notice to each Holder with a copy to the trustee (the "Change of Control Offer") stating:

(1) that a Change of Control has occurred and that such Holder has the right to require the Company to purchase all or a portion of such Holder's notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase (subject to the right of Holders of notes of record on the relevant record date to receive interest on the relevant interest payment date);

(2) the purchase date, which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed; and

(3) the instructions determined by the Company, consistent with this covenant, that a Holder must follow in order to have its notes purchased.

The Company will not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary contained herein, a Change of Control Offer may be made in advance of a Change of Control, with the obligation to pay and the timing of payment conditioned upon the consummation of the Change of Control, if a definitive agreement to effect a Change of Control is in place at the time of the Change of Control Offer.

The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the purchase of notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

The Change of Control purchase feature is a result of negotiations between the Company and the initial purchasers. Management has no present intention to engage in a transaction involving a Change of Control, although it is possible that the Company will decide to do so in the future.

Subject to the limitations discussed below, the Company could, in the future, enter into certain transactions, including acquisitions, refinancings or recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of Indebtedness outstanding at such time or otherwise affect the Company's capital structure or credit ratings. Restrictions on the ability of the Company to Incur additional Indebtedness are contained in the covenant described below under the caption "—Certain Covenants—Limitation on Indebtedness". Such restrictions can only be waived with the consent of the Holders of a majority in principal amount of the notes then outstanding. Except for the limitations contained in that covenant and the covenant described below under the caption "—Merger and Consolidation", however, the Indenture will not contain any covenants or provisions that may afford Holders protection in the event of a highly leveraged transaction.

The occurrence of a Change of Control would constitute a default under the Credit Agreement. In addition, future Indebtedness of the Company could contain prohibitions of certain events that would constitute a Change of Control or require such Indebtedness to be repurchased or repaid upon a Change of Control. Moreover, the exercise by the Holders of their right to require the Company to purchase the notes could cause a default under such Indebtedness, even if the Change of Control itself does not, due to the financial effect of the repurchase on the Company. Finally, the Company's ability to pay cash to the Holders upon a purchase may be limited by the Company's then existing financial resources. We cannot assure you that sufficient funds will be available when necessary to make any required purchases. Even if sufficient funds were otherwise available, the terms of the Credit Agreement may prohibit, subject to limited exceptions, the Company's prepayment of notes prior to their scheduled maturity. If the Company is not able to prepay Indebtedness outstanding under the Credit Agreement and any other Indebtedness containing similar restrictions or obtain requisite consents, the Company will not be able to fulfill its repurchase obligations upon holders of notes exercising their purchase rights following a Change of Control, and such failure will result in a default under the Indenture and, in turn, constitute a default under the Credit Agreement. Furthermore, the Change of Control provisions may in some circumstances make more difficult or discourage a takeover of the Company and the removal of incumbent management.

Covenant Suspension When New Notes Rated Investment Grade

If on any date (the "Suspension Date"):

(1) the notes are rated Baa3 or better by Moody's and BBB– or better by S&P (or, if either such entity ceases to rate the notes for reasons outside of the control of the Company, the equivalent investment grade credit rating from any other "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) under the Exchange Act selected by the Company as a replacement agency); and

(2) no Default or Event of Default shall have occurred and be continuing (the occurrence of the events described in the foregoing clause (1) and this clause (2) being collectively referred to as a "Covenant Suspension Event"),

then, beginning on that day and subject to the provisions of the following paragraph, the covenants under the Indenture described under the following captions will be suspended (such suspended covenants, collectively, the "Suspended Covenants"):

(a) "—Certain Covenants—Limitation on Indebtedness";

(b) "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock"; and

(c) clause (3) of the covenant described below under the caption "—Merger and Consolidation".

Upon the occurrence of a Covenant Suspension Event, the amount of Net Available Cash that has not been applied as provided under the caption "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock" below shall be set at zero and shall remain at zero during the period of time commencing on and after the Suspension Date and ending prior to the Reversion Date (as defined below) (such period, the "Suspension Period").

Notwithstanding the foregoing, if on any date (the "Reversion Date") subsequent to any Suspension Date, the rating on the notes assigned by either such rating agency should subsequently decline to below Baa3 for Moody's or BBB– for S&P, the Suspended Covenants will be reinstituted as of and from the Reversion Date. On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified as having been outstanding on the Closing Date, so that it is classified as permitted under clause (b)(3)(B) under the caption "—Certain Covenants—Limitation on Indebtedness". Notwithstanding the reinstatement of the Suspended Covenants, no Default or Event of Default will be deemed to have occurred solely as a result of a failure to comply with the Suspended Covenants during the Suspension Period (or upon termination of the Suspension Period or thereafter based solely on events that occurred during the Suspension Period). We cannot assure you that the notes will ever achieve an investment grade rating or that any such rating will be maintained.

We will notify in writing the trustee and the Holders upon the occurrence of the Suspension Date and the Reversion Date. The Trustee shall have no duty to monitor or notify the Holders of the ratings of the notes, the occurrence of the Suspension Date or the Reversion Date.

Certain Covenants

The Indenture contains covenants, including, among others, the following:

Limitation on Indebtedness

(a) The Company will not, and will not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; provided, however, that the Company or any Restricted Subsidiary may Incur Indebtedness if on the date of such Incurrence and after giving effect thereto and to the application of the net proceeds therefrom the Consolidated Coverage Ratio would be greater than 2.0:1.0.

(b) Notwithstanding the foregoing paragraph (a), the Company and its Restricted Subsidiaries may Incur the following Indebtedness:

(1) Indebtedness under Credit Facilities in an aggregate principal amount not to exceed $5,300 million at any time outstanding;

(2) Indebtedness of the Company owed to and held by any Restricted Subsidiary or Indebtedness of a Restricted Subsidiary owed to and held by the Company or any other Restricted Subsidiary; provided, however, that any subsequent issuance or transfer of any Capital Stock or any other event that results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of any such Indebtedness (except to the Company or a Restricted Subsidiary) shall be deemed, in each case, to constitute an Incurrence of such Indebtedness by the issuer thereof not permitted by this clause (2);

(3) Indebtedness (A) represented by the notes (not including any Additional Notes) and the Subsidiary Guarantees (and any exchange notes and Guarantees thereof) or (B) outstanding on the Closing Date (other than the Indebtedness described in clause (1) or (2) above but including the Existing Notes and the guarantees thereof) after giving effect to the use of proceeds from the old notes and the other Transactions;

(4) the Incurrence by the Company or any Restricted Subsidiary of the Company of Refinancing Indebtedness in exchange for, or the net proceeds of which are used to Refinance Indebtedness (other than intercompany Indebtedness) that was permitted by the Indenture to be Incurred under paragraph (a) of this covenant or clause (3) (including the exchange notes and any Guarantees thereof), (4), (8), or (10) of this paragraph (b);

(5) obligations (contingent or otherwise) existing or arising under any Swap Contract, provided that such obligations are (or were) entered into by such Person for the purpose of directly mitigating risks associated with fluctuations in interest rates or foreign exchange rates;

(6) Indebtedness consisting of Guarantees by the Company or any Restricted Subsidiary of Indebtedness of the Company or any Restricted Subsidiary otherwise permitted under this covenant;

(7) Indebtedness of the Company or any of its Restricted Subsidiaries arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five Business Days of its Incurrence;

(8) Indebtedness in respect of Capitalized Leases, Synthetic Lease Obligations and purchase money obligations for fixed or capital assets within the limitations set forth in clause (5) of the definition of "Permitted Liens"; provided, however, that the aggregate amount of all such Indebtedness outstanding as of the date of any such incurrence shall not exceed the greater of (A) $300,000,000 and (B) 7.5% of Consolidated Net Worth as of the last day of the most recent fiscal year;

(9) Indebtedness in the nature of Qualified Receivables Transactions and/or factoring arrangements entered into on customary terms, including limited recourse of the obligee thereof to the relevant Receivables Subsidiary and the receivables being securitized and/or factored (and customary replacements or substitutions thereof), in an aggregate amount not to exceed $400,000,000 at any time outstanding;

(10) Indebtedness of any Person that becomes a Restricted Subsidiary of the Company or related to any asset acquired after the Closing Date pursuant to an acquisition permitted hereunder and any Refinancing Indebtedness thereof; provided that, (A) such Indebtedness was not incurred in anticipation of such acquisition, (B) neither the Company nor any Restricted Subsidiary (other than the acquired Restricted Subsidiaries) is an obligor with respect to such Indebtedness and (C) such Indebtedness is either unsecured or secured solely by Liens on assets of the acquired Restricted Subsidiary, or on the acquired assets, and, in each case, proceeds thereof, permitted by, and within the limitations set forth in clause (6) of the definition of "Permitted Liens";

(11) Indebtedness of a foreign Restricted Subsidiary in an aggregate principal amount outstanding as of the date of any such incurrence not to exceed the greater of (A) $300,000,000 and (B) 7.5% of Consolidated Net Worth as of the last day of the most recent fiscal year;

(12) obligations (including in respect of letters of credit, bank guarantees, bankers' acceptances, warehouse receipts or similar instruments issued or created in the ordinary course of business) in respect of bids, tenders, trade contracts, governmental contracts and leases, construction contracts, statutory obligations, surety, stay, customs, bid, and appeal bonds, performance and return of money bonds, performance and completion guarantees, agreements with utilities and other obligations of a like nature (including those to secure health, safety and environmental obligations), in each case in the ordinary course of business and either (A) consistent with past practices, (B) reasonably necessary for the operation of the

business of the Company and its Restricted Subsidiaries as determined by the Company or such Restricted Subsidiary in good faith or (C) not in connection with the borrowing of money;

(13) Indebtedness of AECOM Capital (or Subsidiaries of, or Joint Ventures formed by, AECOM Capital) in connection with projects or investments of AECOM Capital (or Subsidiaries of, or Joint Ventures formed by, AECOM Capital);

(14) vendor financing in an aggregate principal amount not to exceed $100,000,000 at any time outstanding;

(15) Indebtedness relating to insurance premium financings incurred in the ordinary course of business;

(16) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price, earn-out or similar obligations, or letters of credit, surety bonds or performance bonds securing any obligations of the Company or any of its Restricted Subsidiaries pursuant to such agreements, in each case, Incurred or assumed in connection with the acquisition or disposition of any business or assets of the Company or any business, assets or Capital Stock of a Restricted Subsidiary or any business, assets or Capital Stock of any Person;

(17) Indebtedness to the extent that the net proceeds thereof are promptly deposited to defease or to satisfy and discharge the notes in each case in accordance with the requirements of the Indenture; and

(18) other Indebtedness in an aggregate principal amount outstanding as of the date of any such incurrence not to exceed the greater of (A) $400,000,000 and (B) 12% of Consolidated Net Worth as of the last day of the most recent fiscal year.

(c) Notwithstanding any other provision of this covenant, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may Incur pursuant to this covenant shall not be deemed to be exceeded solely as a result of fluctuations in the exchange rates of currencies. For purposes of determining the outstanding amount of any particular Indebtedness Incurred pursuant to this covenant:

(1) Indebtedness Incurred pursuant to the Credit Agreement prior to or on the Closing Date shall be treated as Incurred pursuant to clause (1) of paragraph (b) above,

(2) Indebtedness permitted by this covenant need not be permitted solely by reference to one provision permitting such Indebtedness but may be permitted in part by one such provision and in part by one or more other provisions of this covenant permitting such Indebtedness,

(3) in the event that Indebtedness meets the criteria of more than one of the types of Indebtedness described in this covenant, the Company, in its sole discretion, shall classify (and, except as provided in clause (1) of this paragraph (c), may later reclassify) such Indebtedness and only be required to include the amount of such Indebtedness in one of such clauses; and

(4) Guarantees of, or obligations in respect of letters of credit relating to, Indebtedness that is otherwise included in the determination of a particular amount of Indebtedness shall not be included in the calculation of such particular amount.

Accrual of interest, accrual of dividends, the accretion of accreted value, the amortization of debt discount, and the payment of interest in the form of additional Indebtedness will not be deemed to be an incurrence of Indebtedness for purposes of this covenant.

The Company will not Incur any Indebtedness if such Indebtedness is subordinate or junior in ranking in any respect to any other Indebtedness unless such Indebtedness is expressly subordinated in right of payment to the notes to the same extent. No Subsidiary Guarantor will Incur any Indebtedness if such Indebtedness is subordinate or junior in ranking in any respect to any other Indebtedness of such Subsidiary Guarantor unless such Indebtedness is expressly subordinated in right of payment to the Subsidiary Guarantee of such Subsidiary Guarantor to the same extent. For purposes of the foregoing, no Indebtedness will be deemed to be subordinated in right of payment to any other Indebtedness of the Company or any Subsidiary Guarantor, as applicable, solely by reason of any Liens or Guarantees arising or created in respect of such other Indebtedness of the Company or any Subsidiary Guarantor or by virtue of the fact that the holders of any Secured Indebtedness have entered into intercreditor agreements giving one or more of such holders priority over the other holders in the collateral held by them.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, create, incur, assume or suffer to exist any Lien securing Indebtedness on any property or asset now owned or hereafter acquired by the Company or such Restricted Subsidiary, except Permitted Liens, without making effective provision whereby any and all notes and Subsidiary Guarantees then or thereafter outstanding will be secured by a Lien equally and ratably with or prior to any and all Indebtedness thereby secured for so long as any such Indebtedness shall be so secured.

Any Lien created for the benefit of Holders pursuant to the preceding paragraph may provide by its terms that any such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Lien securing such other Indebtedness.

Limitation on Sales of Assets and Subsidiary Stock

(a) The Company will not, and will not permit any Restricted Subsidiary to, make any Asset Disposition unless:

(1) the Company or such Restricted Subsidiary receives consideration (including by way of relief from, or by any other Person assuming sole responsibility for, any liabilities, contingent or otherwise) at the time of such Asset Disposition at least equal to the Fair Market Value of the shares and assets subject to such Asset Disposition,

(2) at least 75% of the consideration thereof received by the Company or such Restricted Subsidiary is in the form of cash, assets useful in a Permitted Business or Permitted Securities, or the assumption by the purchaser of liabilities of the Company or any Restricted Subsidiary (other than liabilities that are by their terms subordinated to the notes) as a result of which the Company and the Restricted Subsidiaries are no longer obligated with respect to those liabilities; provided that the amount of any Designated Noncash Consideration received by the Company or any of its Restricted Subsidiaries in such Asset Disposition shall be deemed to be cash for the purposes of this provision (but for no other purpose) so long as such amount, taken together with the Fair Market Value when received of all other Designated Noncash Consideration that is at that time outstanding (i.e., that has not been sold for or otherwise converted into cash or Permitted Securities), does not exceed $50.0 million; provided, further, that (a) securities or other assets received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days after the closing of such Asset Disposition shall be considered to be cash to the extent of the cash received in that

conversion; and (b) any cash consideration paid to the Company or the Restricted Subsidiary in connection with the Asset Disposition that is held in escrow or on deposit to support indemnification, adjustment of purchase price or similar obligations in respect of such Asset Disposition shall be considered to be cash, and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company (or such Restricted Subsidiary, as the case may be) within 365 days (or, in the case of a Foreign Disposition as provided in paragraph (c) of this covenant below, 730 days) after the later of the date of such Asset Disposition and the receipt of such Net Available Cash:

(a) to prepay, repay, purchase, repurchase, redeem, retire, defease or otherwise acquire for value Secured Indebtedness of the Company or a Subsidiary Guarantor (other than any Disqualified Stock or Subordinated Obligations) or Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor, in each case other than Indebtedness owed to the Company or an Affiliate of the Company;

(b) to reinvest in Additional Assets (including by means of an Investment in Additional Assets by a Restricted Subsidiary with Net Available Cash received by the Company or another Restricted Subsidiary); provided, that a binding commitment to apply Net Available Cash in accordance with this clause (b) shall be treated as an application of such Net Available Cash from the date of such commitment if (i) such reinvestment is consummated within 180 days at the end of such 365-day period (or, in the case of a Foreign Disposition as provided in paragraph (c) of this covenant below, 730-day period) referred to in this clause (3) and (ii) if such reinvestment is not consummated within the period set forth in subclause (i) or such binding commitment is terminated, the Net Available Cash shall constitute available Net Available Cash; or

(c) (i) redeem the notes or make open market purchases thereof at a price not less than 100% of the principal amount thereof or (ii) to make an Offer (as defined in paragraph (b) of this covenant below) to purchase notes pursuant to and subject to the conditions set forth in paragraph (b) of this covenant; provided, however, that if the Company elects (or is required by the terms of any Pari Passu Indebtedness), such Offer may be made ratably (determined based upon the respective principal amounts of the notes and such Pari Passu Indebtedness being purchased or repaid) to purchase the notes and to purchase or otherwise repay such Pari Passu Indebtedness;

provided that pending final application of any such Net Available Cash in accordance with clause (a), (b) or (c) above, the Company and the Restricted Subsidiaries may temporarily reduce revolving Indebtedness outstanding under the Credit Agreement or otherwise invest such Net Available Cash in any manner not prohibited by the Indenture.

To the extent of the balance of such Net Available Cash after application in accordance with clause (a), (b) and (c) above, the Company or such Restricted Subsidiary, as the case may be, may use such balance for any general corporate purpose not prohibited by the terms of the Indenture. In connection with any prepayment, repayment, purchase, repurchase, redemption, retirement, defeasance or other acquisition for value of Indebtedness pursuant to clause (a) or (c) above, the Company or such Restricted Subsidiary, as the case may be, will retire such Indebtedness and will cause the related loan commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid, purchased, repurchased, redeemed, retired, defeased or otherwise acquired for value.

Notwithstanding the foregoing provisions of this covenant, the Company and the Restricted Subsidiaries will not be required to apply any Net Available Cash in accordance with this covenant except to the extent that the aggregate Net Available Cash from all Asset Dispositions that is not applied in accordance with this covenant exceeds $50.0 million.

(b) In the event of an Asset Disposition that requires the purchase of notes pursuant to clause (a)(3)(c) above, the Company will be required (a) to purchase notes tendered pursuant to an offer by the Company for the notes (the "Offer") at a purchase price of 100% of their principal amount plus accrued and unpaid interest thereon to the date of purchase (subject to the right of Holders of record on the relevant date to receive interest due on the relevant interest payment date) in accordance with the procedures, including prorating in the event of oversubscription, set forth in the Indenture, and (b) to purchase or otherwise repay Pari Passu Indebtedness of the Company on the terms and to the extent contemplated thereby at the purchase price set forth in the relevant documentation (including accrued and unpaid interest to the date of acquisition, the "purchase price"), provided that to the extent the purchase price of any such Pari Passu Indebtedness exceeds 100% of the principal amount thereof, plus accrued and unpaid interest thereon to the date of acquisition, the Company shall not use any Net Available Cash to pay such purchase price, except as permitted by the next sentence. If the aggregate purchase price of notes and Pari Passu Indebtedness tendered pursuant to the Offer is less than the Net Available Cash allotted to the purchase of the notes and other Pari Passu Indebtedness, the Company will apply the remaining Net Available Cash for any general corporate purpose not prohibited by the terms of the Indenture. The Company will not be required to make an Offer for notes and Pari Passu Indebtedness pursuant to this covenant if the Net Available Cash available therefor (after application of the proceeds as provided in clauses (3)(a) and (b)) is less than $50.0 million for any particular Asset Disposition (which lesser amount will be carried forward for purposes of determining whether an Offer is required with respect to the Net Available Cash from any subsequent Asset Disposition). Upon consummation of any Offer, the Net Available Cash in respect of any Asset Disposition(s) shall be reduced to zero.

(c) Notwithstanding any other provisions of this covenant, to the extent that an amount equal to any or all of the Net Available Cash of any Asset Disposition by a Foreign Subsidiary (a "Foreign Disposition") is (x) prohibited or delayed by applicable local law, (y) restricted by applicable organizational documents or any agreement or (z) subject to other onerous organizational or administrative impediments from being repatriated to the United States, solely with respect to an amount equal to the portion of such Net Available Cash so affected, the 365-day period set forth in clause (a)(3) above shall be extended to 730 days.

(d) The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue thereof.

SEC Reports

Whether or not required by the SEC's rules and regulations, the Company will file with the SEC within the time periods specified in the SEC's rules and regulations, and provide the trustee and Holders and prospective Holders (upon request) within 15 days after it files them with the SEC, copies of its annual report and the information, documents and other reports that are specified in Sections 13 and 15(d) of the Exchange Act unless the SEC will not accept such filings; provided that for purposes of this covenant, such information, documents and other reports shall be deemed to have been furnished to the trustee, Holders and prospective Holders if they are electronically available via the SEC's EDGAR System. Even if the Company is entitled under the Exchange Act not to furnish such information to the SEC, it will nonetheless continue to furnish information that would be required to be furnished by the Company by Section 13 or 15(d) of the Exchange Act (excluding exhibits) to the trustee and the Holders of notes of as if it were subject to such periodic reporting requirements. The Company also will comply with the other provisions of Section 314(a) of the TIA.

To the extent any information is not provided within the time periods specified in this section "—SEC Reports" and such information is subsequently provided within the grace period set forth below under the caption "—Defaults", the Company will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured unless the notes have been accelerated. Delivery of reports, information and documents to the trustee under the indenture is for informational purposes only and the information and the trustee's receipt of the foregoing shall not constitute constructive notice of any information contained therein, or determinable from information contained therein including our compliance with any of our covenants thereunder (as to which the trustee is entitled to rely exclusively on Officers' Certificates).

Future Subsidiary Guarantors

The Company will cause each Domestic Restricted Subsidiary that, from time to time, is a borrower under or guarantees Indebtedness of the Company under any Material Credit Facility to become a Subsidiary Guarantor within 30 days of becoming a guarantor under such Material Credit Facility and, if applicable, execute and deliver to the trustee a supplemental indenture in the form set forth in the Indenture pursuant to which such Subsidiary will Guarantee payment of the notes within such 30 day period. Each Subsidiary Guarantee will be limited to an amount not to exceed the maximum amount that can be Guaranteed by that Subsidiary Guarantor, without rendering the Subsidiary Guarantee, as it relates to such Subsidiary Guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally.

Merger and Consolidation

The Company will not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets and its Subsidiaries' assets (taken as a whole) to, any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") will be a corporation, limited partnership or limited liability company organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and the Successor Company (if not the Company) will expressly assume, by a supplemental indenture, executed and delivered to the trustee, in form reasonably satisfactory to the trustee, all the obligations of the Company under the notes, the Indenture and the Registration Rights Agreement; provided that in the case where the Successor Company is not a corporation, a co-obligor on the notes is a corporation;

(2) immediately after giving effect to such transaction (and treating any Indebtedness that becomes an obligation of the Successor Company or any Restricted Subsidiary as a result of such transaction as having been Incurred by the Successor Company or such Restricted Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(3) immediately after giving effect to such transaction, the Successor Company would have a Consolidated Coverage Ratio equal to or greater than the Consolidated Coverage Ratio of the Company immediately prior to such transaction or would be able to Incur an additional $1.00 of Indebtedness under paragraph (a) of the covenant described above under the caption "—Limitation on Indebtedness"; and

(4) the Company shall have delivered to the trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) complies with the Indenture and, in the case of the Opinion of Counsel, that such supplemental indenture (if any) is the valid, binding obligation of the Successor Company, enforceable against the Successor Company in accordance with its terms.

The Successor Company will succeed to, and be substituted for, and may exercise every right and power of, the Company under the notes, the Indenture and the Registration Rights Agreement, and the predecessor Company (except in the case of a lease of all or substantially all its assets) will be released from the obligation to pay the principal of and interest on the notes.

Notwithstanding the foregoing, for the avoidance of doubt, any Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to (i) the Company in a transaction in which the Company is the surviving entity or (ii) any Subsidiary, in each case without any requirement for compliance with the provisions of this covenant described under "Merger and Consolidation".

Defaults

Each of the following is an Event of Default:

(1) a default in any payment of interest on any note when due and payable continued for 30 days;

(2) a default in the payment of principal of any note when due and payable at its Stated Maturity, upon required redemption or repurchase, upon acceleration or otherwise;

(3) the failure by the Company to comply with its obligations under the covenant described above under the caption "—Merger and Consolidation";

(4) the failure by the Company or any Restricted Subsidiary to comply for 60 days after receipt of the written notice referred to below with its other agreements contained in the notes or the Indenture;

(5) the failure by the Company or any Restricted Subsidiary that is a Significant Subsidiary to pay any Indebtedness within any applicable grace period after final maturity or the acceleration of any such Indebtedness by the holders thereof because of a default if the total amount of such Indebtedness unpaid or accelerated exceeds $150.0 million (or its foreign currency equivalent) (the "cross acceleration provision") and such failure continues for 10 days after receipt of the written notice referred to below;

(6) specified events of bankruptcy, insolvency or reorganization of the Company or any Restricted Subsidiary that is a Significant Subsidiary Guarantor (the "bankruptcy provisions");

(7) the rendering of any judgment or decree for the payment of money in excess of $150.0 million or its foreign currency equivalent (in excess of the amount for which liability for payment is covered by insurance or bonded) against the Company or a Restricted Subsidiary that is a Significant Subsidiary Guarantor if:

(a) an enforcement proceeding thereon is commenced by any creditor, or

(b) such judgment or decree remains outstanding for a period of 60 calendar days following such judgment and is not paid, discharged, waived or stayed (the "judgment default provision"); or

(8) any Subsidiary Guarantee of a Significant Subsidiary Guarantor as of and for the twelve months ended on the end of the most recent fiscal quarter for which financial statements are publicly available ceases to be in full force and effect (except as contemplated by the terms thereof) or any such Significant Subsidiary Guarantor or Person acting by or on behalf of any such Significant Subsidiary Guarantor denies or disaffirms such Significant Subsidiary Guarantor's obligations under the Indenture or any Subsidiary Guarantee and such Default continues for 10 days after receipt of the notice specified in the Indenture.

The foregoing Events of Default will constitute Events of Default whatever the reason for any such Event of Default and whether it is voluntary or involuntary or is effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body.

If a Default occurs and is continuing and is actually known to a Trust Officer of the trustee, the trustee must mail, or in the case of global notes, send in accordance with the applicable procedures of the depositary, to each Holder of the notes notice of the Default within the earlier of 90 days after it occurs and 30 days after it is actually known to a Trust Officer or written notice of it is received by the trustee. Except in the case of a default in the payment of principal of, premium, if any, or interest on any note, including payments pursuant to the redemption provisions of such note, the trustee may withhold notice if and so long as a committee of its trust officers in good faith determines that withholding such notice is in the interests of the Holders. In addition, the Company will be required to deliver to the trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the officers signing such certificate on behalf of the Company know of any Default that occurred during the previous year. The Company will also be required to deliver to the trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute an Event of Default, the status and what action the Company is taking or proposes to take in respect thereof.

A Default under clause (4), (5) or (8) above will not constitute an Event of Default until the trustee notifies the Company or the Holders of at least 25% in principal amount of the outstanding notes notify the Company and the trustee of the Default and the Company or the Subsidiary Guarantor, as applicable, does not cure such Default within the time specified in clause (4), (5) or (8) above after receipt of such notice. The notice must specify the Default, demand that it be remedied and state that the notice is a "Notice of Default."

If an Event of Default (other than an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company) occurs and is continuing, the trustee or the Holders of at least 25% in principal amount of the outstanding notes by notice to the Company and the trustee (if given by the Holders) may declare the principal of and accrued but unpaid interest on all the notes to be due and payable. Upon such a declaration, such principal and interest will be due and payable immediately. If an Event of Default relating to specified events of bankruptcy, insolvency or reorganization of the Company occurs, the principal of and interest on all the notes will become immediately due and payable without any declaration or other act on the part of the trustee or any Holders. Under certain circumstances, the Holders of a majority in principal amount of the outstanding notes may rescind any such acceleration with respect to the notes and its consequences.

The trustee shall not be under any obligation to exercise any of the trusts or powers vested in it by the Indenture at the request or direction of any of the Holders, unless such Holders shall have offered to such trustee security or indemnity satisfactory to the trustee. The Holders of a majority in aggregate principal amount of the notes affected and then outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the trustee under the Indenture or exercising any trust or power conferred on the trustee with respect to the notes; *provided* that the trustee may refuse to follow any direction that is in conflict with any law or the Indenture or that the trustee determines is unduly prejudicial to the rights of any other Holder or that would involve the trustee in personal liability.

Except to enforce the right to receive payment of principal, premium, if any, or interest with respect to the notes when due, no Holder may pursue any remedy with respect to the Indenture or the notes unless:

(1) such Holder has previously given the trustee notice that an Event of Default is continuing;

(2) Holders of at least 25% in principal amount of the outstanding notes have requested the trustee in writing to pursue the remedy;

(3) such Holders have offered the trustee security or indemnity reasonably satisfactory to the trustee against any loss, liability or expense;

(4) the trustee has not complied with such request within 60 days after the receipt of the request and the offer of security or indemnity; and

(5) the Holders of a majority in principal amount of the outstanding notes have not given the trustee a direction inconsistent with such request within such 60-day period.

Amendments and Waivers

Subject to certain exceptions, the Indenture or the notes may be amended with the written consent of the Holders of a majority in principal amount of the notes then outstanding and any past default or compliance with any provisions may be waived with the consent of the Holders of a majority in principal amount of the notes then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the notes).

The Indenture provides that without the consent of each Holder of an outstanding note adversely affected thereby, no amendment may:

(1) reduce the amount of notes whose Holders must consent to an amendment;

(2) reduce the rate of or extend the time for payment of interest on any note; (3) reduce the principal of or extend the Stated Maturity of any note;

(4) reduce the premium payable upon the redemption of any note or change the time at which any note may be redeemed as described above under the caption "—Optional Redemption";

(5) make any note payable in money other than that stated in the note;

(6) impair the right of any Holder to receive payment of principal of, and interest on, such Holder's notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's notes;

(7) make any change in the amendment provisions which require each Holder's consent or in the waiver provisions; or

(8) release all or substantially all of the Subsidiary Guarantees.

Without the consent of any Holder, the Company, the Subsidiary Guarantors and the trustee may amend the Indenture to:

(1) convey, transfer, assign, mortgage or pledge any property or assets to the trustee as security for the notes;

(2) evidence the succession of another Person to the Company or any Subsidiary Guarantor, or successive successions, and the assumption by the successor Person of the covenants, agreements and obligations of the Company or any Subsidiary Guarantor under the Indenture pursuant to the provisions described above under the caption "—Merger and Consolidation";

(3) add to the covenants of the Company and the Subsidiary Guarantors further covenants, restrictions, conditions or provisions for the protection of the Holders of notes; or make any change that does not adversely affect the rights of any holder of the notes;

(4) cure any ambiguity or correct or supplement any provision contained in the Indenture that may be defective or inconsistent with any other provision contained in the Indenture, or make

such other provisions in regard to matters or questions arising under the Indenture as the Board of Directors may deem necessary or desirable and that shall not materially and adversely affect the interests of the Holders of notes;

(5) evidence and provide for the acceptance of appointment under the Indenture by a successor trustee with respect to the notes and add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than the one trustee pursuant to the requirements of the Indenture;

(6) provide for uncertificated notes in addition to or in place of certificated notes (provided, however, that the uncertificated notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated notes are described in Section 163(f)(2)(B) of the Code);

(7) add additional Subsidiary Guarantees with respect to the notes and release any Subsidiary Guarantor in accordance with the Indenture;

(8) provide for the issuance of Additional Notes;

(9) conform the text of the Indenture or the notes to any provision of this Description of the New Notes; or

(10) comply with any requirement of the SEC in connection with the qualification of the indenture under the TIA.

The consent of the Holders will not be necessary to approve the particular form of any proposed amendment. It will be sufficient if such consent approves the substance of the proposed amendment.

After an amendment becomes effective, the Company is required to mail, or in the case of global notes, send in accordance with the applicable procedures of the depositary, to Holders (with a copy to the trustee) a notice briefly describing such amendment. However, the failure to give such notice to all Holders, or any defect therein, will not impair or affect the validity of the amendment.

Defeasance

The Company may at any time terminate all its obligations under the notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the notes, to replace mutilated, destroyed, lost or stolen notes and to maintain a registrar and paying agent in respect of the notes.

In addition, the Company may at any time terminate:

(1) its obligations under the covenants described above under the captions "—Change of Control" and "—Certain Covenants", and

(2) the operation of the cross acceleration provision, the bankruptcy provisions with respect to Significant Subsidiaries, the judgment default provision and the note guaranty provision described under "Defaults" above and the limitations contained in clauses (3) under the first paragraph under the caption "—Merger and Consolidation" above ("covenant defeasance").

In the event that the Company exercises its legal defeasance option or its covenant defeasance option, each Subsidiary Guarantor will be released from all of its obligations with respect to its Subsidiary Guarantee.

The Company may exercise its legal defeasance option notwithstanding its prior exercise of its covenant defeasance option. If the Company exercises its legal defeasance option, payment of the notes may not be accelerated because of an Event of Default with respect thereto. If the Company exercises its covenant defeasance option, payment of the notes may not be accelerated because of an Event of

Default specified in clause (4) and (5) (with respect only to the applicable Restricted Subsidiaries), (6) and (7) (with respect only to Significant Subsidiary Guarantors) or (8) under the caption "—Defaults" above or because of the failure of the Company to comply with clause (3) under the first paragraph under the caption "—Merger and Consolidation" above.

In order to exercise either defeasance option, the Company must irrevocably deposit in trust (the "defeasance trust") with the trustee money in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, to pay the principal of, premium, if any, and interest on the notes to redemption or maturity, as the case may be, and must comply with specified other conditions, including delivery to the trustee of an Opinion of Counsel to the effect that Holders will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred and, in the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or other change in applicable Federal income tax law.

Satisfaction and Discharge

The Indenture (including the Subsidiary Guarantees) will be discharged and will cease to be of further effect (except as to surviving rights of registration of transfer or exchange of notes and certain rights of the Trustee and the Company's obligations with respect thereto, as expressly provided for in the Indenture) as to all notes issued thereunder when:

(1) all outstanding notes (other than notes replaced or paid) have been canceled or delivered to the trustee for cancellation; or

(2) all outstanding notes have become due and payable, whether at maturity or as a result of the mailing of a notice of redemption, or will become due and payable within one year, and the Company irrevocably deposits with the trustee funds in an amount sufficient or U.S. Government Obligations, the principal of and interest on which will be sufficient, or a combination thereof sufficient, in the written opinion of a nationally recognized firm of independent public accountants delivered to the trustee (which opinion shall only be required to be delivered if U.S. Government Obligations have been so deposited), to pay the principal of and interest on the outstanding notes when due at maturity or upon redemption of, including interest thereon to maturity or such redemption date (other than notes replaced or paid); and, in either case

(3) the Company pays all other sums payable under the Indenture by it.

Concerning the Trustee

U.S. Bank National Association is the trustee under the Indenture and has been appointed by the Company as registrar and paying agent with regard to the notes. The Company and its subsidiaries may maintain accounts and conduct other banking transactions with affiliates of the trustee.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator, stockholder, member, manager or partner of the Company or any Subsidiary Guarantor, as such, will have any liability for any obligations of the Company or the Subsidiary Guarantors under the notes, the Indenture, the Subsidiary Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of notes by accepting a note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the notes. The waiver may not be effective to waive liabilities under the federal securities laws.

Governing Law

The Indenture and the notes are governed by, and construed in accordance with, the laws of the State of New York.

Certain Definitions

"*Additional Assets*" means:

(1) any property or assets (other than Indebtedness and Capital Stock) to be used by the Company or a Restricted Subsidiary in a Permitted Business;

(2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or another Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary; *provided*, *however*, that any such Restricted Subsidiary described in clause (1) or (2) above is primarily engaged in a Permitted Business.

"*Adjusted Consolidated EBITDA*" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period:

(a) increased (without duplication) by the following to the extent deducted in calculating the Consolidated Net Income of such Person for such period:

(1) provision for Federal, state, local and foreign taxes based on income or profits or capital (including, without limitation, state franchise, excise and similar taxes and foreign withholding taxes of such Person) paid or accrued during such period, including any penalties and interest relating to any tax examinations, and (without duplication) net of any tax credits applied during such period (including tax credits applicable to taxes paid in earlier periods); *plus*

(2) Consolidated Interest Expense; *plus*

(3) depreciation and amortization expense; *plus*

(4) any expenses or charges (other than depreciation or amortization expense) related to any equity offering, Investment, acquisition, Asset Disposition or recapitalization permitted under Indenture or the incurrence of Indebtedness permitted to be incurred under the Indenture (including a refinancing thereof) (whether or not successful), including (A) such fees, expenses or charges related to the Transactions and any other credit facilities and (B) any amendment or other modification of the Credit Agreement and any other credit facilities; *plus*

(5) the amount of any restructuring charge or reserve or integration cost, including any one-time costs incurred in connection with the Transactions and acquisitions or divestitures after the Closing Date; *plus*

(6) other non-cash charges, write-downs, expenses, losses or items reducing Consolidated Net Income of such Person for such period, including any impairment charges or the impact of purchase accounting, (excluding (A) any such non-cash charge, writedown or item to the extent it represents an accrual or reserve for a cash expenditure for a future period and (B) any such non-cash charge related to project writedowns or operations) *less* other non-cash items of income increasing Consolidated Net Income (excluding any such non-cash item of income to the extent it represents a receipt of cash in any future period so long as such receipt of cash is not included in calculating Consolidated Net Income or Adjusted Consolidated EBITDA in such later period); *plus*

(7) all expenses and charges relating to non-controlling Capital Stock and equity income in non-wholly owned Restricted Subsidiaries; *plus*

(8) any costs or expense incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement; *plus*

(9) cash receipts (or any netting arrangements resulting in reduced cash expenditures) not included in Adjusted Consolidated EBITDA or Consolidated Net Income in any period to the extent non-cash gains relating to such receipts were deducted in the calculation of Adjusted Consolidated EBITDA pursuant to paragraph (b) below for any previous period and not otherwise added back in such period or any other period; *plus*

(10) cash distributions of income received from non-consolidated Joint Ventures and other non-consolidated Minority Investment entities, attributable to the ownership of such Person in such entities; *plus*

(11) cost savings, expense reductions, operating improvements, integration savings and synergies, in each case, projected by the Company in good faith to be realized as a result, and within 18 months, of the Transactions;

(b) decreased (without duplication) by the following to the extent included in calculating the Consolidated Net Income of such Person for such period:

(1) non-cash gains other than (A) non-cash gains to the extent they represent the reversal of an accrual or cash reserve for a potential cash item that reduced Adjusted Consolidated EBITDA in any prior period and (B) non-cash gains with respect to cash actually received in a prior period so long as such cash did not increase Adjusted Consolidated EBITDA in such prior period; *plus*

(2) earnings of non-consolidated Joint Ventures and other non-consolidated Minority Investment entities, attributable to the ownership of such Person in such entities.

"*AECOM Capital*" means AECOM Capital, Inc. and all existing or newly formed Persons engaged in any similar line of business to AECOM Capital, Inc., including infrastructure public-private partnership, design-build-finance, real estate investment, development and related assets.

"*Affiliate*" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"*Applicable Premium*" means, with respect to a Note at any date of redemption, the greater of (i) 1.0% of the principal amount of such Note and (ii) the excess of (A) the present value at such date of redemption of (1) the redemption price of such Note at December 15, 2026 (three months prior to the maturity date) *plus* (2) all remaining required interest payments due on such Note through December 15, 2026 (three months prior to the maturity date) (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Treasury Rate *plus* 50 basis points, over (B) the principal amount of such Note. In each case, the applicable premium shall be determined by the Company and the trustee shall have no duty to calculate or verify the calculations of the Applicable Premium.

"*Asset Disposition*" means any sale, lease, transfer or other disposition (or series of related sales, leases, transfers or dispositions that are part of a common plan) by the Company or any Restricted Subsidiary (other than operating leases entered into in the ordinary course of business), including any

disposition by means of a merger, consolidation, or similar transaction (each referred to for the purposes of this definition as a "disposition"), of:

(1) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Company or a Restricted Subsidiary),

(2) all or substantially all the assets of any division or line of business of the Company or any Restricted Subsidiary or

(3) any other assets of the Company or any Restricted Subsidiary outside of the ordinary course of business of the Company or such Restricted Subsidiary, other than, in each of cases (1), (2) and (3) above,

(A) any disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary;

(B) any dividend, distribution, payment, purchase, redemption, repurchase, defeasance or retirement or other distribution on or with respect to Capital Stock of the Company or any Restricted Subsidiary;

(C) a disposition of assets with a Fair Market Value of less than $20.0 million;

(D) any disposition of surplus, obsolete, discontinued or worn-out equipment or other assets no longer useful in the ongoing business of the Company and its Restricted Subsidiaries;

(E) (A) any disposition of cash or Cash Equivalents or readily marketable securities or (B) any disposition resulting from the liquidation or dissolution of any Restricted Subsidiary,

(F) any Investment;

(G) the creation of any Permitted Lien and any disposition pursuant thereto;

(H) the unwinding of any obligations (contingent or otherwise) existing or arising under any Swap Contract;

(I) any disposition arising from foreclosure, condemnation or similar action with respect to any property or other assets, or exercise of termination rights under any lease, license, concession or other agreement, or disposition of properties that have been subject to a casualty to the respective insurer of such property or its designee as part of an insurance settlement; and any surrender or waiver of contract rights or a settlement, release or surrender of contract, tort or other claims in the ordinary course of business;

(J) a sale, contribution, conveyance or other transfer of Receivables and related assets of the type specified in the definition of Qualified Receivables Transaction by or to a Receivables Subsidiary in a Qualified Receivables Transaction;

(K) any disposition of securities of any Unrestricted Subsidiary;

(L) the sale or other transfer of accounts receivable in connection with factoring arrangements, which sale is non-recourse to the extent customary in factoring arrangements and consistent with past practice;

(M) dispositions of assets (including, without limitation, assets of acquired Subsidiaries) within 365 days after the acquisition thereof (or, as applicable, the acquisition of such acquired Subsidiary) if such assets are not used or useful in the core or principal business of the Company and its Restricted Subsidiaries; and

(N) in order to collect receivables in the ordinary course of business, resolve disputes that occur in the ordinary course of business or engage in transactions with government agencies in the ordinary course of business, disposition of, discount or otherwise compromise of for less than the face value thereof, notes or accounts receivable, so long as no such disposition, discount or other compromise gives rise to any Indebtedness, any Lien on any note or account receivable, or is made as part of any account receivable securitization program.

"*Attributable Indebtedness*" means, on any date, (a) in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP and (b) in respect of any Synthetic Lease Obligation, the capitalized amount of the remaining lease or similar payments under the relevant lease or other applicable agreement or instrument that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP if such lease or other agreement or instrument were accounted for as a Capitalized Lease.

"*Average Life*" means, as of the date of determination, with respect to any Indebtedness or Preferred Stock, the quotient obtained by dividing:

(1) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of such Indebtedness or scheduled redemption or similar payment with respect to such Preferred Stock multiplied by the amount of such payment *by*

(2) the sum of all such payments.

"*Board of Directors*" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of the Board of Directors of the Company.

"*Business Day*" means each day that is not a Legal Holiday.

"*Capital Stock*" means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"*Capitalized Leases*" means all leases that have been or should be, in accordance with GAAP, recorded as capitalized leases.

"*Cash Equivalents*" means any of the following types of Investments, to the extent owned by the Company or any of its Restricted Subsidiaries:

(1) readily marketable obligations issued or directly and fully guaranteed or insured by the United States of America or any agency or instrumentality thereof having maturities of not more than one year from the date of acquisition thereof; *provided* that the full faith and credit of the United States of America is pledged in support thereof, or, in the case of a Foreign Subsidiary, readily marketable obligations issued or directly and fully guaranteed or insured by the government, governmental agency or applicable multinational intergovernmental organization of the country of such Foreign Subsidiary or backed by the full faith and credit of the government, governmental agency or applicable multinational intergovernmental organization of the country of such Foreign Subsidiary having maturities of not more than one year from the date of acquisition thereof;

(2) readily marketable obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and having, at the time of acquisition, the highest rating obtainable from Moody's or S&P;

(3) demand deposits, time deposits, Eurodollar time deposits, repurchase agreements or reverse repurchase agreements with, or insured certificates of deposit or bankers' acceptances of, or that are guaranteed by, any commercial bank that (i) is organized under the laws of the United States of America, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States of America, any state thereof or the District of Columbia, and is a member of the Federal Reserve System, (ii) issues (or the parent of which issues) commercial paper rated as described in clause (3) of this definition and (iii) has combined capital and surplus of at least $500,000,000, in each case with maturities of not more than one year from the date of acquisition thereof;

(4) commercial paper issued by any Person organized under the laws of any state of the United States of America and rated at least "Prime-2" (or the then equivalent grade) by Moody's or at least "A-2" (or the then equivalent grade) by S&P, in each case with maturities of not more than one year from the date of acquisition thereof;

(5) corporate promissory notes or other obligations maturing not more than one year after the date of acquisition which at the time of such acquisition have, or are supported by, an unconditional guaranty from a corporation with similar obligations which have the highest rating obtainable from Moody's or S&P;

(6) Investments, classified in accordance with GAAP as current assets of the Company or any of its Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions that have the highest rating obtainable from either Moody's or S&P, and the portfolios of which are limited solely to Investments of the character, quality and maturity described in clauses (1), (2), (3), (4) and (5) of this definition;

(7) other short-term investments utilized by Foreign Subsidiaries in accordance with normal investment practices for cash management in investments of a type analogous to the foregoing; and

(8) solely with respect to any Foreign Subsidiary, non-Dollar denominated (i) certificates of deposit of, bankers acceptances of, or time deposits with, any commercial bank which is organized and existing under the laws of the country in which such Foreign Subsidiary maintains its chief executive office and principal place of business provided such country is a member of the Organization for Economic Cooperation and Development, and whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being an "*Approved Foreign Bank*") and maturing within 180 days of the date of acquisition and (ii) equivalents of demand deposit accounts which are maintained with an Approved Foreign Bank.

"*Closing Date*" means the date the notes were originally issued.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Commodity Exchange Act*" means the Commodity Exchange Act (7 U.S.C. § 1 *et seq*.), as amended from time to time, and any successor statute.

"*Consolidated Coverage Ratio*" as of any date of determination means the ratio of:

(1) the aggregate amount of Adjusted Consolidated EBITDA of the Company and its Restricted Subsidiaries for the period of the most recent four consecutive fiscal quarters for which financial statements are then publicly available to

(2) Consolidated Interest Expense for such four fiscal quarters; *provided*, *however*, that:

(A) if the Company or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding on such date of determination, or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, Adjusted Consolidated EBITDA and Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Indebtedness as if such Indebtedness had been Incurred on the first day of such period and the discharge of any other Indebtedness repaid, repurchased, defeased or otherwise discharged with the proceeds of such new Indebtedness as if such discharge had occurred on the first day of such period,

(B) if the Company or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid, repurchased, defeased or otherwise discharged (in each case other than Indebtedness Incurred under any revolving credit facility or similar arrangement , unless such Indebtedness has been permanently repaid and the related commitment has been terminated and not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, Adjusted Consolidated EBITDA and Consolidated Interest Expense for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period,

(C) if since the beginning of such period the Company or any Restricted Subsidiary shall have made any Asset Disposition, the Adjusted Consolidated EBITDA for such period shall be reduced by an amount equal to the Adjusted Consolidated EBITDA, if positive, directly attributable to the assets that are the subject of such Asset Disposition for such period or increased by an amount equal to the Adjusted Consolidated EBITDA (if negative) directly attributable thereto for such period and Consolidated Interest Expense for such period shall be reduced by an amount equal to the Consolidated Interest Expense directly attributable to any Indebtedness of the Company or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Company and its continuing Restricted Subsidiaries in connection with such Asset Disposition for such period or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale,

(D) if since the beginning of such period the Company or any Restricted Subsidiary, by merger or otherwise, shall have made an Investment in any Restricted Subsidiary or any Person that becomes a Restricted Subsidiary or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction causing a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, Adjusted Consolidated EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto, including the Incurrence of any Indebtedness as if such Investment or acquisition occurred on the first day of such period, and

(E) if since the beginning of such period any Person that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary

since the beginning of such period, shall have made any Asset Disposition or any Investment or acquisition of assets that would have required an adjustment pursuant to clause (C) or (D) above if made by the Company or a Restricted Subsidiary during such period, Adjusted Consolidated EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto as if such Asset Disposition, Investment or acquisition of assets occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to any transaction under this definition, the pro forma calculations shall be determined in good faith by a responsible financial or accounting Officer of the Company, but may also include, in the case of sales of assets, Investments or acquisitions referred to above, the net reduction in costs that have been realized or are reasonably anticipated to be realized in good faith with respect to such sale of assets, Investment or acquisition within twelve months of the date thereof and that are reasonable and factually supportable, as if all such reductions in costs had been effected as of the beginning of such period, decreased by any incremental expenses incurred or to be incurred during such four-quarter period in order to achieve such reduction in costs, as set forth in an Officers' Certificate delivered to the trustee that outlines the specific actions taken or to be taken and the net reduction in costs achieved or to be achieved from each such action and that certifies that such cost reductions meet the criteria set forth in this sentence.

For purposes of the pro forma calculation under paragraph (a) of the covenant described under "—Limitation on Indebtedness" and for purposes of the calculation of Consolidated Senior Secured Leverage Ratio, such calculation shall not give effect to any Indebtedness Incurred on the date of determination pursuant to the provisions described in paragraph (b) of the covenant described under "—Limitation on Indebtedness".

If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest expense on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period, taking into account any Swap Contract applicable to such Indebtedness if such Swap Contract has a remaining term as at the date of determination in excess of 12 months. If the interest on any such Indebtedness may be determined based on rates chosen by the Company, pro forma interest expense may be determined based on such optional rate chosen as the Company may designate.

"*Consolidated Funded Indebtedness*" means, as of any date of determination, for the Company and its Restricted Subsidiaries on a consolidated basis in accordance with GAAP and without duplication, all (a) Indebtedness for borrowed money and all obligations evidenced by notes, bonds, debentures, loan agreements or similar instruments, (b) Indebtedness in respect of the deferred purchase price of property or services (which such Indebtedness excludes, for the avoidance of doubt, trade accounts payable or similar obligations to a trade creditor in the ordinary course of business and any contingent earn-out obligation or other contingent obligation related to an acquisition or an Investment permitted hereunder), (c) Indebtedness arising under letters of credit (excluding Performance Letters of Credit), (d) all Indebtedness with respect to Disqualified Stock or Preferred Stock of Restricted Subsidiaries, (e) Guarantees of the foregoing types of Indebtedness and (f) all Indebtedness of the types referred to in clauses (a) through (e) above of any partnership in which the Company or a Restricted Subsidiary is a general partner; *provided* that "Consolidated Funded Indebtedness" shall exclude (i) Performance Contingent Obligations and (ii) all obligations under any Swap Contract.

"*Consolidated Interest Expense*" means, for any period, the total interest expense (excluding any interest in respect of Indebtedness of any Receivables Subsidiary) of the Company and its Restricted Subsidiaries, *plus*, to the extent Incurred by the Company and its Restricted Subsidiaries in such period but not included in such interest expense, without duplication:

(1) interest expense attributable to Capitalized Leases and the interest expense attributable to leases constituting part of a Sale/Leaseback Transaction,

(2) amortization of debt discount and debt issuance costs,

(3) capitalized interest,

(4) non-cash interest expense,

(5) commissions, discounts and other fees and charges attributable to letters of credit and bankers' acceptance financing,

(6) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by the Company or any Restricted Subsidiary,

(7) net payments, if any, under Swap Contracts,

(8) all dividends in respect of all Disqualified Stock of the Company and all Preferred Stock of any of the Subsidiaries of the Company (other than dividends payable solely in Capital Stock of the Company (other than Disqualified Stock) or to the Company or a Restricted Subsidiary), and

(9) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Company) in connection with Indebtedness Incurred by such plan or trust.

"*Consolidated Net Income*" shall mean, for any Person for any period of measurement, the consolidated net income (or net loss) of such Person for such period, determined on a consolidated basis in accordance with GAAP; *provided* that in computing such amount for the Company and its Restricted Subsidiaries, there shall be excluded extraordinary gains and extraordinary losses of such Person for such period.

"*Consolidated Net Worth*" means, as of any date of determination, the consolidated stockholders' equity of the Company and its Restricted Subsidiaries determined in accordance with GAAP, *plus* redeemable common stock and common stock units shown on the Company's consolidated balance sheet, *plus* an amount equal to the principal amount or liquidation preference of issued and outstanding preferred stock of the Company and its Restricted Subsidiaries.

"*Consolidated Senior Secured Indebtedness*" means, at any time, without duplication, the aggregate principal amount of all Consolidated Funded Indebtedness of the Company and its Restricted Subsidiaries outstanding on such date, determined on a consolidated basis in accordance with GAAP that, as of such date, is secured by a Lien on any asset of the Company or any Restricted Subsidiary.

"*Consolidated Senior Secured Leverage Ratio*" means, as of any date of determination, the ratio of (a) Consolidated Senior Secured Indebtedness as of such date to (b) Adjusted Consolidated EBITDA of the Company and its Restricted Subsidiaries on a consolidated basis for the most recently completed four fiscal quarters of the Company. The Consolidated Senior Secured Leverage Ratio shall be calculated consistent with the pro forma adjustments contemplated by the definition of Consolidated Coverage Ratio; provided, that such calculation shall not give effect to Indebtedness Incurred on the date of determination secured by Liens pursuant to clauses (1) through (19) the definition of "Permitted Liens" other than clause (16) of such definition.

"*Consolidation*" means the consolidation of the accounts of each of the Restricted Subsidiaries with those of the Company in accordance with GAAP consistently applied; *provided*, *however*, that "Consolidation" will not include consolidation of the accounts of any Unrestricted Subsidiary, but the interest of the Company or any Restricted Subsidiary in an Unrestricted Subsidiary will be accounted for as an Investment. The term "Consolidated" has a correlative meaning.

"*Control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "*Controlling*" and "*Controlled*" have meanings correlative thereto.

"*Credit Agreement*" means that certain Credit Agreement, dated as of October 17, 2014, among the Company and certain subsidiaries of the Company, as borrowers, each lender from time to time party thereto, Bank of America, N.A., as administrative agent and the other agents party thereto, as such agreement may be amended, restated, supplemented, waived, replaced, whether or not upon termination, and whether with the original lenders or otherwise, refinanced, restructured or otherwise modified from time to time.

"*Credit Facilities*" means, one or more debt facilities (including, without limitation, the Credit Agreement), commercial paper facilities or indentures, in each case with banks or other institutional lenders or a trustee, providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), letters of credit or issuances of notes, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"*Default*" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"*Designated Noncash Consideration*" means the Fair Market Value of non-cash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Disposition that is so designated as Designated Noncash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock that by its terms, or by the terms of any security into which it is convertible or for which it is exchangeable or exercisable, or upon the happening of any event:

(1) matures or is mandatorily redeemable pursuant to a sinking fund obligation or otherwise,

(2) is convertible or exchangeable for Indebtedness or Disqualified Stock, excluding Capital Stock convertible or exchangeable solely at the option of the Company or a Restricted Subsidiary; *provided*, *however*, that any such conversion or exchange shall be deemed an Incurrence of Indebtedness or Disqualified Stock, as applicable, or

(3) is redeemable at the option of the holder thereof, in whole or in part, in the case of each of clauses (1), (2) and (3), on or prior to the date that is one year after the Stated Maturity of the notes; *provided*, *however*, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to repurchase or redeem such Capital Stock upon the occurrence of an "asset sale" or "change of control" occurring prior to the date that is one year after the Stated Maturity of the notes shall not constitute Disqualified Stock if the "asset sale" or "change of control" provisions applicable to such Capital Stock are not more favorable to the holders of such Capital Stock than the provisions of the covenants described under "—Change of Control" and "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock."

"*Domestic Restricted Subsidiary*" means a Restricted Subsidiary that is not a Foreign Subsidiary.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*Existing Notes*" means the Company's existing 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024 issued under an indenture dated as of October 6, 2014 among the Company, U.S. Bank National Association and the other parties thereto.

"*Existing URS Notes*" means (a) the existing senior unsecured 3.850% notes due 2017 of URS Fox US LP, a Delaware limited partnership and URS Corporation, a Delaware corporation (the "*URS Notes Issuers*") , issued pursuant to that certain indenture dated as of March 15, 2012 and that first supplemental indenture dated as of March 15, 2012 and (b) existing senior unsecured 5.000% notes due

2022 of the URS Notes Issuers issued pursuant to that certain Indenture dated as of March 15, 2012 and that certain second supplemental indenture dated as of March 15, 2012.

"*Fair Market Value*" means, with respect to any asset or property, the price that could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by an Officer in good faith. The Fair Market Value of property or assets other than cash which involves an aggregate amount in excess of $100.0 million shall have been determined by the Board of Directors in good faith and evidenced by a resolution of the Board of Directors.

"*Foreign Subsidiary*" means (i) any Subsidiary that is organized under the laws of a jurisdiction other than the United States, a State thereof or the District of Columbia and any direct or indirect Subsidiary of such Subsidiary, and (ii) any Person substantially all of whose assets consist of equity interests and/or indebtedness of one or more Foreign Subsidiaries and any other assets incidental thereto.

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect as of the Closing Date, including those set forth in:

(1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants,

(2) statements and pronouncements of the Public Company Accounting Oversight Board,

(3) such other statements by such other entities as approved by a significant segment of the accounting profession, and

(4) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC;

provided with respect to any reports or financial information required to be delivered pursuant to the covenant described above under "—Certain Covenants—SEC Reports," such reports or financial information shall be prepared in accordance with GAAP as in effect on the date thereof.

All ratios and computations based on GAAP contained in the Indenture shall be computed in conformity with GAAP.

"*Governmental Authority*" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness or other obligation of any other Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation of such other Person (whether arising by virtue of partnership arrangements, or by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise) or

(2) entered into for purposes of assuring in any other manner the obligee of such Indebtedness or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); *provided*, *however*, that the term "Guarantee" shall not include endorsements for collection or deposit in the ordinary course of business. The term "Guarantee" used as a verb has a corresponding meaning. The term "Guarantor" shall mean any Person Guaranteeing any obligation.

The amount of any Guarantee or other contingent liability, to the extent constituting Indebtedness or Investments, shall be (i) determined in accordance with GAAP, in the case of any such Guarantee or other contingent liability related to Indebtedness or other obligations of AECOM Capital (or Subsidiaries of, or Joint Ventures formed by, AECOM Capital) in connection with projects of AECOM Capital (or Subsidiaries of, or Joint Ventures formed by, AECOM Capital) and (ii) deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person or entity in good faith, in the case of any such Guarantee or other contingent liability not described in clause (i) of this proviso. For the avoidance of doubt, the stated or determinable amount of any undrawn revolving facility shall be zero.

"*Holder*" means the Person in whose name a note is registered on the registrar's books.

"*Incur*" means to issue, assume, Guarantee, incur or otherwise become liable for; *provided*, *however*, that any Indebtedness or Capital Stock of a Person existing at the time such Person becomes a Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Subsidiary. The term "Incurrence" when used as a noun shall have a correlative meaning. The accretion of principal of a non-interest bearing or other discount security or accrual of payment-in-kind interest shall not be deemed the Incurrence of Indebtedness.

"*Indebtedness*" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(1) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(2) the maximum amount of all direct or contingent obligations of such Person arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments (other than Performance Contingent Obligations and any Guarantees thereof and contingent obligations under or relating to bank guaranties or surety bonds);

(3) net obligations of such Person under any Swap Contract if and to the extent such obligations would appear as a liability upon a balance sheet (excluding the footnotes thereto) of such Person prepared in accordance with GAAP;

(4) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable or similar obligations to a trade creditor in the ordinary course of business and other than any contingent earn-out obligation or other contingent obligation related to an acquisition or an Investment permitted hereunder);

(5) Indebtedness of other Persons secured by a Lien on any asset of such Person, whether or not such Indebtedness is assumed by such Person; *provided*, *however*, that the amount of Indebtedness of such Person shall be the lesser of (i) the Fair Market Value of such asset at such date of determination and (ii) the amount of such Indebtedness of such other Person;

(6) all Attributable Indebtedness in respect of Capitalized Leases and Synthetic Lease Obligations of such Person;

(7) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock or, with respect to any Subsidiary of such Person, any Preferred Stock (but excluding, in each case, any accrued dividends); and

(8) all Guarantees of such Person in respect of any of the foregoing Indebtedness.

For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner. The amount of any net obligation under any Swap Contract on any date shall be deemed to be the Swap Termination Value thereof as of such date. The amount of any Guarantee of Indebtedness shall be determined in accordance with the definition of "Guarantee." Notwithstanding the foregoing, Indebtedness of the Company and its Restricted Subsidiaries shall not include short-term intercompany payables between or among two or more of the Company and its Restricted Subsidiaries arising from cash management transactions.

"*Investment*" means, as to any Person, any direct or indirect acquisition or investment by such Person in another Person, whether by means of (a) the purchase or other acquisition of Capital Stock of another Person, (b) a loan, advance or capital contribution to, Subsidiary Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or interest in, another Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit. For purposes of covenant compliance, the amount of any Investment at any time outstanding shall be (i) the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment, minus (ii) the amount of dividends or distributions received in connection with such Investment and any return of capital or repayment of principal received in respect of such Investment that, in each case, is received in cash or Cash Equivalents.

"*Joint Venture*" means a joint venture, partnership or similar arrangement formed for the purpose of performing a single project or series of related projects, whether in corporate, partnership or other legal form; *provided* that, in no event shall a Subsidiary be considered a "Joint Venture."

"*Laws*" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"*Legal Holiday*" means a Saturday, Sunday or other day on which banking institutions are not required by law or regulation to be open in the State of New York or the place of payment. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no other interest shall accrue on such payment for the intervening period.

"*Lien*" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance (including any easement, right-of-way or other encumbrance on title to real property), lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, and any financing lease having substantially the same economic effect as any of the foregoing).

"*Material Credit Facility*" means any Credit Facility under which there is outstanding (without duplication) Indebtedness of the Company or any Guarantor in an aggregate principal amount equal to or greater than $150.0 million (other than, for the avoidance of doubt, the Existing URS Notes and any Receivables financing (including without limitation any Qualified Receivables Transaction)).

"*Minority Investment*" means an Investment by the Company or any Restricted Subsidiary in the Capital Stock of another Person (other than the Company or any Restricted Subsidiary) whose primary business at such time is the same as that of the Company that results in the direct ownership by the Company or a Restricted Subsidiary of less than 50% of the outstanding Capital Stock of such other Person, irrespective of whether the board of directors (or other governing body) of such Person has approved such Investment; *provided* that a "Minority Investment" shall not include (a) Investments in Joint Ventures existing on the Closing Date, (b) Investments in any securities received in satisfaction or partial satisfaction from financially troubled account debtors or (c) Investments made or deemed made as a result of the receipt of non-cash consideration in connection with Asset Dispositions otherwise permitted hereunder.

"*Net Available Cash*" from an Asset Disposition means cash consideration received (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to the properties or assets that are the subject of such Asset Disposition or received in any other non-cash form) therefrom, in each case net of:

(1) all legal, title and recording tax expenses, commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be paid or accrued as a liability under GAAP, as a consequence of such Asset Disposition,

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law be repaid out of the proceeds from such Asset Disposition,

(3) all distributions and other payments required to be made to minority interest holders in Subsidiaries or joint ventures as a result of such Asset Disposition,

(4) payments of unassumed liabilities relating to the assets sold at the time of, or within 60 days after, the date of such sale to the extent required by any agreement or contract relating to such liabilities, and

(5) appropriate amounts to be provided by the seller as a reserve against any liabilities associated with the property or other assets disposed of in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition, including indemnification obligations associated with such Asset Disposition.

"*Net Cash Proceeds*," with respect to any issuance or sale of Capital Stock, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"*Officer*" means the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the President, any Vice President, the Treasurer or the Secretary of the Company or of a Subsidiary Guarantor, as appropriate.

"*Officers' Certificate*" means a certificate signed by two Officers.

"*Opinion of Counsel*" means a written opinion from legal counsel, which counsel shall be satisfactory to the trustee. The counsel may be an employee of or counsel to the Company or a Subsidiary Guarantor.

"*Pari Passu Indebtedness*" means Indebtedness that ranks equally in right of payment to the notes, in the case of the Company, or the applicable Subsidiary Guarantee, in the case of any Subsidiary Guarantor (without giving effect to collateral arrangements).

"*Performance Contingent Obligations*" means any bid, performance or similar project related bonds, parent company guarantees, bank guaranties or surety bonds or Performance Letters of Credit.

"*Performance Letter of Credit*" means a standby letter of credit used directly or indirectly to cover bid, performance, advance and retention obligations, including, without limitation, letters of credit issued in favor of sureties who in connection therewith cover bid, performance, advance and retention obligations.

"*Permitted Business*" means the businesses engaged in by the Company and its Subsidiaries on the Closing Date and any Related Business.

"*Permitted Liens*" means:

(1) Liens securing Indebtedness under a Credit Facility permitted to be incurred pursuant to clause (1) of paragraph (B) of the covenant described under the caption "Certain Covenants—Limitation on Indebtedness";

(2) Liens outstanding on the Closing Date (other than Liens referred to in clause (1) above) and any Replacement Liens thereof;

(3) (a) Liens for Taxes, assessments or charges of any Governmental Authority or claims not yet due (or, if failure to pay prior to delinquency but after the due date does not result in additional amounts being due, which are not yet delinquent) or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves are being maintained in accordance with the provisions of GAAP or equivalent accounting standards in the country of organization, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, customs and revenue authorities and other Liens imposed by law and created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings and with respect to which adequate reserves or other appropriate provisions are being maintained in accordance with the provisions of GAAP, (c) Liens (other than any Lien imposed under ERISA) incurred or deposits made in the ordinary course of business (including, without limitation, surety bonds and appeal bonds and Liens securing obligations under indemnity agreements for surety bonds) or other Liens in connection with workers' compensation, unemployment insurance and other types of social security benefits, (d) Liens consisting of any right of offset, or statutory or consensual banker's lien, on bank deposits or securities accounts maintained in the ordinary course of business so long as such bank deposits or securities accounts are not established or maintained for the purpose of providing such right of offset or banker's lien, (e) easements (including, without limitation, reciprocal easement agreements and utility agreements), rights-of-way, covenants, consents, reservations, encroachments, variations and other restrictions, charges or encumbrances (whether or not recorded), which do not interfere materially and adversely with the ordinary conduct of the business of the Company and its Restricted Subsidiaries taken as a whole, (f) building restrictions, zoning laws, entitlements, conservation and environmental restrictions and other similar statutes, law, rules, regulations, ordinances and restrictions, now or at any time hereafter adopted by any Governmental Authority having jurisdiction, (g) Liens in connection with sales of receivables in connection with energy service company projects, (h) licenses, sublicenses, leases or subleases granted to third parties and not interfering in any material respect with the ordinary conduct of the business of the Company and the Restricted Subsidiaries, taken as a whole, (i) any (A) interest or title of a lessor or sublessor under any lease not prohibited by the Indenture, (B) Lien or restriction that the interest or title of such lessor or sublessor may be subject to, or (C) subordination of the interest of the lessee or

sublessee under such lease to any Lien or restriction referred to in the preceding clause (B), so long as the holder of such Lien or restriction agrees to recognize the rights of such lessee or sublessee under such lease, (j) Liens in favor of customs and revenue authorities arising as a matter of Law to secure payment of customs duties in connection with the importation of goods, (k) Liens in favor of United States or Canadian Governmental Authorities on deposit accounts in connection with auctions conducted on behalf of such Governmental Authorities in the ordinary course of business; provided that such Liens apply only to the amounts actually obtained from auctions conducted on behalf of such Governmental Authorities, (l) the reservations, limitations, provisos and conditions expressed in any original grants from the Crown in right of Canada of real or immoveable property, which do not materially impair the use of the affected land for the purpose used or intended to be used by that Person and (m) any security interest for the purposes of Section 12(3) of the Personal Property Securities Act 2009 (Cth) that does not secure payment or performance of an obligation;

(4) any attachment or judgment Lien not otherwise constituting an Event of Default under clause (8) of "Defaults" in existence less than sixty (60) days after the entry thereof or with respect to which (i) execution has been stayed, (ii) payment is covered in full by insurance, or (iii) the Company or any of its Restricted Subsidiaries shall in good faith be prosecuting an appeal or proceedings for review and shall have set aside on its books such reserves as may be required by GAAP with respect to such judgment or award;

(5) Liens securing Indebtedness permitted under clause (b)(8) of the covenant described under "—Limitation on Indebtedness"; *provided* that (i) such Liens do not at any time encumber any property other than the property financed by such Indebtedness and the products and proceeds thereof and (ii) the Indebtedness secured thereby does not exceed the cost or Fair Market Value, whichever is lower, of the property being acquired on the date of acquisition;

(6) Liens (i) on assets of any Restricted Subsidiary which are in existence at the time that such Restricted Subsidiary is acquired after the Closing Date, and (ii) on assets of any Loan Party or any Restricted Subsidiary which are in existence at the time that such assets are acquired after the Closing Date, and, in each case, any Replacement Liens thereof; *provided* that such Liens (A) are not incurred or created in anticipation of such transaction and (B) attach only to the acquired assets or the assets of such acquired Restricted Subsidiary and the proceeds and products of such assets (and the proceeds and products thereof);

(7) Liens on or transfers of accounts receivable and contracts and instruments related thereto arising solely in connection with the sale of such accounts receivable pursuant to the covenant described under the caption "—Limitation on Sales of Assets and Subsidiary Stock" and, to the extent constituting Indebtedness of the Company or any Restricted Subsidiary, so long as such Indebtedness is permitted by paragraph (a) or clause (b)(9) of the covenant described under "—Limitation on Indebtedness";

(8) Liens securing bilateral letter of credit facilities in an aggregate principal amount not to exceed, at the time of incurrence thereof, the greater of (i) $600,000,000 and (ii) 15% of Consolidated Net Worth as of the last day of the most recent fiscal year;

(9) Liens on assets of a foreign Restricted Subsidiary securing Indebtedness or other obligations of such foreign Restricted Subsidiary otherwise permitted hereunder;

(10) Liens on project-related assets securing surety bonds in the ordinary course of business of such projects;

(11) Liens solely on assets of AECOM Capital (or Subsidiaries of, or Joint Ventures formed by, AECOM Capital) securing Indebtedness permitted in accordance with the Indenture of AECOM Capital (or Subsidiaries of, or Joint Ventures formed by, AECOM Capital);

(12) Liens on project-related assets of Joint Ventures and other unconsolidated entities to secure Indebtedness or other obligations of such Joint Ventures and other unconsolidated entities so long as such Liens do not encumber assets of the Company or any of its consolidated Restricted Subsidiaries;

(13) Liens securing Swap Contracts of the Company or any of its Restricted Subsidiaries permitted to be incurred under the Indenture;

(14) Liens on property necessary to defease Indebtedness that was not incurred in violation of the Indenture;

(15) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale or purchase of goods entered into by the Company or any Restricted Subsidiary in the ordinary course of business;

(16) Liens securing Indebtedness, so long as, on the date of Incurrence and after giving effect to the Incurrence thereof (including, without limitation, the Incurrence of any Indebtedness secured by such Liens), the Consolidated Senior Secured Leverage Ratio of the Company would not exceed 2.25 to 1.0, and any Replacement Liens thereof;

(17) Liens securing the notes or the exchange notes and the Guarantees thereof;

(18) any pledge of the Capital Stock of an Unrestricted Subsidiary to secure Indebtedness of such Unrestricted Subsidiary; and

(19) other Liens securing obligations outstanding in aggregate amount not to exceed, at the time of incurrence thereof, the greater of (i) $250.0 million and (ii) 6.25%% of Consolidated Net Worth as of the last day of the most recent fiscal year.

"*Permitted Securities*" means, with respect to any Asset Disposition, Voting Stock of a Person primarily engaged in a Permitted Business; *provided* that after giving effect to the Asset Disposition such Person shall become a Restricted Subsidiary.

"*Person*" means any natural person, corporation, limited liability company, trust, Joint Venture, association, company, partnership, Governmental Authority or other entity.

"*Preferred Stock*," as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) that is preferred as to the payment of dividends, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*Qualified Equity Offering*" means an offering for cash by the Company of its common stock.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Company, any Restricted Subsidiary or any Receivables Subsidiary in which the Company or such Restricted Subsidiary or such Receivables Subsidiary may sell, contribute, convey or otherwise transfer to, or grant a security interest in for the benefit of, (1) a Receivables Subsidiary (in the case of a transfer by the Company or any Restricted Subsidiaries) and (2) any other Person (in the case of a transfer by a Receivables Subsidiary), any Receivables (whether now existing or arising in the future) of the Company or any Restricted Subsidiary, and any related assets, including, without limitation, all collateral securing such Receivables, all contracts and all guarantees or other obligations in respect of such Receivables, proceeds of such Receivables and other assets (including contract rights) which are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving Receivables.

"*Receivable*" means any Indebtedness and other payment obligations owed to the Company, any Restricted Subsidiary or any Receivables Subsidiary, whether constituting an account, chattel paper,

payment intangible, instrument or general intangible, in each case arising in connection with (a) the sale of goods or the rendering of service or (b) the lease, license, rental or use of equipment, facilities or software, including the obligation to pay any finance charges, fees and other charges with respect thereto.

"*Receivables Subsidiary*" means a wholly owned Subsidiary of the Company (or another Person formed for the purpose of engaging in a Qualified Receivables Transaction with the Company or any Restricted Subsidiary of the Company in which the Company or any Restricted Subsidiary of the Company makes an Investment and to which the Company or any Restricted Subsidiary of the Company transfers Receivables) that engages in no activities other than in connection with the financing of Receivables, all proceeds thereof and all rights (contractual or other), collateral and other assets relating thereto, and any business or activities incidental or reasonably related to such business, and that is designated by the Company's Board of Directors (as provided below) as a Receivables Subsidiary and:

(1) no portion of the Indebtedness or any other obligations (contingent or otherwise) of which (a) is guaranteed by the Company or any Restricted Subsidiary (excluding guarantees of obligations (other than the principal of, and interest on, Indebtedness) pursuant to representations, warranties, covenants, indemnities and performance guarantees that are reasonably customary in an accounts receivables financings), (b) is recourse to or obligates the Company or any Restricted Subsidiary in any way other than pursuant to representations, warranties, covenants, indemnities and performance guarantees that are reasonably customary in accounts receivables financings or (c) subjects any property or asset of the Company or of any Restricted Subsidiary, directly or indirectly, contingently or otherwise, to the satisfaction thereof, other than pursuant to representations, warranties, covenants, indemnities and performance guarantees reasonably customary in accounts receivables financings and other than any interest in the Receivables (whether in the form of an equity interest in such Receivables payable primarily from such Receivables) retained or acquired by the Company or any Restricted Subsidiaries;

(2) with which neither the Company nor any Restricted Subsidiary has any material contract, agreement, arrangement or understanding other than on terms no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company, other than fees payable in the ordinary course of business in connection with servicing Receivables; and

(3) with which neither the Company nor any Restricted Subsidiary has any obligation to maintain or preserve such Receivables Subsidiary's financial condition (other than customary requirements for the maintenance of a minimum net worth) or cause such Receivables Subsidiary to achieve certain levels of operating results.

"*Refinance*" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness. "Refinanced" and "Refinancing" shall have correlative meanings.

"*Refinancing Indebtedness*" means Indebtedness that is Incurred to Refinance any Indebtedness of the Company or any Restricted Subsidiary Incurred in compliance with the Indenture; *provided*, *however*, that:

(1) the Refinancing Indebtedness has a Stated Maturity no earlier than the Stated Maturity of the Indebtedness being Refinanced,

(2) the Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the Average Life of the Indebtedness being Refinanced,

(3) such Refinancing Indebtedness is Incurred in an aggregate principal amount (or if issued with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if issued with original issue discount, the aggregate accreted value) then outstanding of the Indebtedness being Refinanced (*plus* all accrued interest thereon and the amount of any reasonably determined premium necessary to accomplish the Refinancing and such reasonable expenses incurred in connection therewith) and

(4) (A) if the Indebtedness being Refinanced is subordinated in right of payment to the notes or any Subsidiary Guarantee, such Refinancing Indebtedness is subordinated in right of payment to the notes or the Subsidiary Guarantee at least to the same extent as the Indebtedness being Refinanced and (B) if the Indebtedness being Refinanced is *pari passu* in right of payment with the notes or any Subsidiary Guarantee, such Refinancing Indebtedness is *pari passu* with or subordinated in right of payment to the notes or such Subsidiary Guarantee; *provided further*, *however*, that Refinancing Indebtedness shall not include (i) Indebtedness of a Restricted Subsidiary that is not a Subsidiary Guarantor that Refinances Indebtedness of the Company or (ii) Indebtedness of the Company or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

"*Registration Rights Agreement*" means the Registration Rights Agreement, dated the Closing Date, among the Company, the Subsidiary Guarantors and the initial purchasers of the notes.

"*Related Business*" means any business reasonably similar, incidental, complementary or related to, or a reasonable extension, development or expansion of, or necessary to, the businesses of the Company and the Restricted Subsidiaries on the Closing Date and reasonable extensions thereof.

"*Replacement Lien*" means, with respect to any Lien, any modifications, replacements, refinancings, renewals or extensions of such Lien, *provided* that (A) the property covered thereby is not increased other than the addition of proceeds, products, accessions and improvements to such property on customary terms, (B) the amount of Indebtedness, if any, secured thereby is not increased unless permitted under the caption "—Limitation on Indebtedness" and (C) any modification, replacement, refinancing, renewal or extension of the Indebtedness, if any, secured or benefited thereby is permitted by clause (b)(4) under the caption "—Limitation on Indebtedness".

"*Restricted Subsidiary*" means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

"*Sale/Leaseback Transaction*" means an arrangement relating to property now owned or hereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary transfers such property to a Person and the Company or such Restricted Subsidiary leases it from such Person, other than leases between the Company and a Restricted Subsidiary or between Restricted Subsidiaries.

"*SEC*" means the Securities and Exchange Commission.

"*Secured Indebtedness*" means any Indebtedness of the Company secured by a Lien. "Secured Indebtedness" of a Subsidiary Guarantor has a correlative meaning.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"*Significant Subsidiary Guarantor*" means a Significant Subsidiary that is a Subsidiary Guarantor.

"*Stated Maturity*" means, with respect to any Indebtedness, the date specified in such security as the fixed date on which the final payment of principal of such Indebtedness is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for

the repurchase of such Indebtedness at the option of the holder thereof upon the happening of any contingency beyond the control of the issuer unless such contingency has occurred).

"*Subordinated Obligation*" means any Indebtedness of the Company (whether outstanding on the Closing Date or thereafter Incurred) that is subordinate or junior in right of payment to the notes pursuant to a written agreement. "Subordinated Obligation" of a Subsidiary Guarantor has a correlative meaning.

"*Subsidiary*" of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned, directly or indirectly, by:

(1) such Person,

(2) such Person and one or more Subsidiaries of such Person or

(3) one or more Subsidiaries of such Person.

"*Subsidiary Guarantee*" means each Guarantee of the obligations with respect to the notes issued by a Restricted Subsidiary of the Company pursuant to the terms of the Indenture.

"*Subsidiary Guarantor*" means any Restricted Subsidiary that has issued a Subsidiary Guarantee and its successors and assigns until released from its obligations under its Subsidiary Guarantee in accordance with the terms of the Indenture.

"*Swap Contract*" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross- currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "*Master Agreement*"), including any such obligations or liabilities under any Master Agreement.

"*Swap Termination Value*" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (a) for any date on or after the date such Swap Contracts have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts.

"*Synthetic Lease Obligation*" means the monetary obligation of a Person under a so-called synthetic, off-balance sheet or tax retention lease.

"*Taxes*" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"*TIA*" means the Trust Indenture Act of 1939 (15 U.S.C. §§77aaa-77bbbb) as amended.

"*Transactions*" means (i) the issuance and sale of the notes, (ii) the refinancing of certain existing Indebtedness of the Company and its Subsidiaries, (iii) transactions related to the foregoing and (iv) the payment of fees and expenses in connection with the foregoing.

"*Treasury Rate*" means the weekly average rounded to the nearest 1/100th of a percentage point (for the most recently completed week for which such information is available as of the date that is two business days prior to the redemption date) of the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in Federal Reserve Statistical Release H.15 with respect to each applicable day during such week (or, if such Statistical Release is no longer published, any publicly available source for similar market data)) most nearly equal to the then remaining term of the notes to December 15, 2026 (three months prior to the maturity date); *provided, however*, that if the then remaining term of the notes to December 15, 2026 (three months prior to the maturity date) is not equal to the constant maturity of a United States Treasury security for which such yield is given, the Treasury Rate will be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the then remaining term of the notes to December 15, 2026 (three months prior to the maturity date) is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. In each case, the Company or its agent shall obtain the Treasury Rate.

"*trustee*" means the party named as such in the Indenture until a successor replaces it and, thereafter, means the successor.

"*Trust Officer*" means any officer or assistant officer of the trustee assigned by the trustee to administer the Indenture, or any other officer to whom a particular matter relating to the Indenture is referred because of such person's knowledge and familiarity with the subject.

"*Unrestricted Subsidiary*" means:

(1) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors or an Officer in the manner provided below, and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors or an Officer may designate any Subsidiary of the Company, including any newly acquired or newly formed Subsidiary of the Company, to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or owns or holds any Lien on any property of, the Company or any other Restricted Subsidiary; *provided*, *however*, that the aggregate amount of Investments at any time outstanding made by the Company and its Restricted Subsidiaries in Unrestricted Subsidiaries shall not at any time exceed the greater of (i) $150,000,000 and (ii) 3.75% of Consolidated Net Worth as of the last day of the most recent fiscal year. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of the Subsidiary (or, the case of a non-wholly owned Subsidiary, of the Company's or its Restricted Subsidiaries' interest therein) designated as an Unrestricted Subsidiary will be deemed to be an Investment made as of the time of the designation and will reduce the amount available for Investments in Unrestricted Subsidiaries set forth in the preceding sentence.

The Board of Directors or an Officer may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; *provided, however*, that immediately after giving effect to such designation:

(x) the Company could Incur $1.00 of additional Indebtedness under paragraph (a) of the covenant described under "—Certain Covenants—Limitation on Indebtedness" or the Company would have a Consolidated Coverage Ratio equal to or greater than the Consolidated Coverage Ratio of the Company immediately prior to such transaction; and

(y) no Default shall have occurred and be continuing.

Any such designation of a Subsidiary as a Restricted Subsidiary or Unrestricted Subsidiary by the Board of Directors or an Officer shall be evidenced to the trustee by filing with the trustee (i) a copy of the resolution of the Board of Directors (if applicable) giving effect to such designation and (ii) an Officers' Certificate (a) certifying that such designation complied with the foregoing provisions and (b) giving the effective date of the designation, and the filing with the trustee shall occur after the end of the fiscal quarter of the Company in which such designation is made within the time period for which reports are to be required to be provided under "Certain Covenants—SEC Reports."

"*U.S. Government Obligations*" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable or redeemable at the issuer's option.

"*Voting Stock*" of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

BOOK ENTRY; DELIVERY AND FORM

New notes will be offered and exchanged in minimum principal amounts of $2,000 and integral multiples of $1,000 in excess thereof. We will issue the new notes in the form of one or more permanent global notes in fully registered, book-entry form without interest coupons, which we refer to as the "global notes."

Each such global note will be deposited with, or on behalf of, DTC, as depositary, and registered in the name of Cede & Co. (DTC's partnership nominee). Investors may elect to hold their interests in the global notes through either DTC (in the United States), or Euroclear Bank S.A./N.V., as the operator of the Euroclear System ("Euroclear") or Clearstream Banking, société anonyme, Luxembourg ("Clearstream") if they are participants in those systems, or indirectly through organizations that are participants in those systems. Each of Euroclear and Clearstream will appoint a DTC participant to act as its depositary for the interests in the global notes that are held within DTC for the account of each settlement system on behalf of its participants.

Depository Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "participants") and to facilitate the clearance and settlement of transactions in those securities between participants through electronic book-entry changes in accounts of its participants. The participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, either directly or indirectly (collectively, the "indirect participants"). Persons who are not participants may beneficially own securities held by or on behalf of DTC only through the participants or the indirect participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the participants and indirect participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the global notes, DTC will credit the accounts of participants designated by the initial purchasers with portions of the principal amount of the global notes; and

(2) ownership of these interests in the global notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the participants) or by the participants and the indirect participants (with respect to other owners of beneficial interest in the global notes).

Investors who are participants in DTC's system may hold their interests in the global notes directly through DTC. Investors who are not participants may hold their interests in the global notes indirectly through organizations (including Euroclear and Clearstream) which are participants in such system. All interests in a global note, including those held through Euroclear or Clearstream, may be subject to the procedures and requirements of DTC. Those interests held through Euroclear or Clearstream may also be subject to the procedures and requirements of such systems.

Except as described below, owners of interests in the global notes will not have new notes registered in their names, will not receive physical delivery of new notes in certificated form and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, premium, if any, interest, and additional interest on the old notes, if any, on a global note registered in the name of DTC or its nominee will be payable to DTC or its nominee in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, we and the trustee will treat the persons in whose names the new notes, including the global notes, are registered as the owners thereof for the purpose of receiving payments and for all other purposes. Consequently, neither we, the trustee nor any agent of ours or the trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any participant's or indirect participant's records relating to or payments made on account of beneficial ownership interest in the global notes or for maintaining, supervising or reviewing any of DTC's records relating to the identity of the participants to whose accounts the global notes are credited or any participant's or indirect participant's records relating to the beneficial ownership interests in the global notes; or

(2) any other matter relating to the actions and practices of DTC or any of its participants or indirect participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the new notes (including principal and interest), is to credit the accounts of the relevant participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant participant is credited with an amount proportionate to its interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the participants and the indirect participants to the beneficial owners of new notes will be governed by standing instructions and customary practices and will be the responsibility of the participants or the indirect participants and will not be the responsibility of DTC, the trustee or us. Neither we nor the trustee will be liable for any delay by DTC or any of its participants in identifying the beneficial owners of the new notes, and we and the trustee may conclusively rely on, and will be protected in relying on, instructions from DTC or its nominee for all purposes.

Transfers between participants in DTC will be effected in accordance with DTC's procedures, and transfers between participants in Euroclear and Clearstream will be effected in accordance with their respective rules and operating procedures.

Cross-market transfers between the participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant global note in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the depositories for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a Holder of new notes only at the direction of one or more participants to whose account DTC has credited the interests in the global notes and only in respect of such portion of the aggregate principal amount of the new notes as to which such participant or participants have given such direction.

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures to facilitate transfers of interests in the global notes among participants in DTC, Euroclear and Clearstream, they are under no obligation to perform or to continue to perform such procedures, and may discontinue such procedures at any time. Neither we nor the trustee nor any of our respective agents will have any responsibility for the performance by DTC, Euroclear or Clearstream or their respective participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A global note is exchangeable for definitive notes in registered certificated form ("certificated notes"), if DTC (a) notifies us that it is unwilling or unable to continue as depositary for the global notes or (b) has ceased to be a clearing agency registered under the Exchange Act, and in each case we fail to appoint a successor depositary.

In all cases, certificated notes delivered in exchange for any global note or beneficial interests in global notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures).

Same Day Settlement and Payment

The new notes represented by the global notes are expected to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. We expect that secondary trading in any certificated notes will also be settled in immediately available funds.

We expect that, because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a global note from a participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a global note by or through a Euroclear or Clearstream participant to a participant in DTC will be received with value on the settlement date of DTC but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general summary of the material U.S. federal income tax consequences of the exchange of old notes for new notes. This discussion is based upon the Code, the U.S. Treasury Regulations promulgated thereunder, administrative pronouncements and judicial decisions, all as of the date hereof and all of which are subject to change, possibly with retroactive effect. The following relates only to new notes that are acquired in this offering in exchange for old notes originally acquired at their initial offering for an amount of cash equal to their issue price. Unless otherwise indicated, this summary addresses only the U.S. federal income tax consequences relevant to investors who hold the old notes and the new notes as "capital assets" within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended.

This summary does not address all of the U.S. federal income tax considerations that may be relevant to a particular holder in light of the holder's individual circumstances or to holders subject to special rules under U.S. federal income tax laws, such as banks and other financial institutions, insurance companies, real estate investment trusts, regulated investment companies, tax-exempt organizations, entities and arrangements classified as partnerships for U.S. federal income tax purposes and other pass-through entities, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting, persons liable for U.S. federal alternative minimum tax, U.S. holders whose functional currency is not the U.S. dollar, U.S. expatriates, and persons holding new notes as part of a "straddle," "hedge," "conversion transaction," or other integrated investment. The discussion does not address any foreign, state, local or non-income tax consequences of the exchange of old notes for new notes.

This discussion is for general purposes only and is not intended to be, and should not be construed to be, legal or tax advice to any particular holder. Holders are urged to consult their own tax advisors regarding the application of the U.S. federal income tax laws to their particular situations and the consequences under U.S. federal estate or gift tax laws, as well as foreign, state, or local laws and tax treaties, and the possible effects of changes in tax laws.

U.S. Federal Income Tax Consequences of the Exchange Offer to Holders of Old Notes

The exchange of old notes for new notes pursuant to the exchange offer will not be a taxable transaction for U.S. federal income tax purposes. Holders of old notes will not realize any taxable gain or loss as a result of such exchange and will have the same adjusted issue price, tax basis, and holding period in the new notes as they had in the old notes immediately before the exchange. The U.S. federal income tax consequences of holding and disposing of the new notes will be the same as those applicable to the old notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives new notes for its own account in connection with the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such new notes. This prospectus, as it may be amended or supplemented from time to time, may be used by such broker-dealers during the period referred to below in connection with resales of new notes received in exchange for old notes if such old notes were acquired by such broker-dealers for their own accounts as a result of marketing-making activities or other trading activities. We have agreed that this prospectus, as it may be amended or supplemented from time to time, may be used by such broker-dealers in connection with resales of such new notes for a period ending 90 days after the date on which the registration statement of which this prospectus forms a part is declared effective, or, if earlier, the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities.

We will not receive any proceeds from the issuance of new notes in the exchange offer or from any sale of new notes by broker-dealers. New notes received by broker-dealers for their own accounts may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the new notes or a combination of such methods of resale, at market prices prevailing at the time of resale or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such new notes. Any broker-dealer that resells new notes that were received by it for its own account in connection with the exchange offer and any broker or dealer that participates in a distribution of such new notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any such resale of new notes may be deemed to be underwriting compensation under the Securities Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period of 90 days after the expiration of the exchange offer, we will, as promptly as practicable, send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the Letter of Transmittal. We have agreed to pay all expenses incident to the exchange offer, other than commissions or concessions of any brokers or dealers and will indemnify the holders of the new notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters with respect to the new notes and the related guarantees will be passed upon for us by Gibson, Dunn & Crutcher LLP, Los Angeles, California. Certain matters with respect to Alaska law will be passed upon for us by Holland & Knight LLP, Anchorage, Alaska; certain matters with respect to Florida law will be passed upon for us by Cozen O'Connor, P.C., Miami, Florida; certain matters with respect to Michigan law will be passed upon for us by Dickinson Wright PLLC, Detroit, Michigan; certain matters with respect to Nevada and Utah law will be passed upon for us by Parsons Behle & Latimer PLC, Salt Lake City, Utah; certain matters with respect to North Carolina law will be passed upon for us by Smith Moore Leatherwood LLP, Greensboro, North Carolina; certain matters with respect to Ohio law will be passed upon for us by Squire Patton Boggs (US) LLP, Columbus, Ohio; certain matters with respect to Pennsylvania law will be passed upon for us by K&L Gates LLP, Pittsburgh, Pennsylvania; certain matters with respect to South Carolina law will be passed upon for us by Smith Moore Leatherwood LLP, Greenville, South Carolina; and certain matters with respect to Virginia law will be passed upon for us by Hunton & Williams LLP, Richmond, Virginia.

EXPERTS

The consolidated financial statements of AECOM appearing in AECOM's Annual Report (Form 10-K) for the year ended September 30, 2016 (including the schedule appearing therein) and the effectiveness of AECOM's internal control over financial reporting as of September 30, 2016, have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in its reports thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

$1,000,000,000

EXCHANGE OFFER

$1,000,000,000 New 5.125% Senior Notes due 2027 for
$1,000,000,000 5.125% Senior Notes due 2027

, 2017

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. Indemnification of Directors and Officers.

Pursuant to the Delaware General Corporations Law, or the DGCL, a corporation may not indemnify any director, officer, employee or agent made or threatened to be made a party to any threatened, pending or completed proceeding unless such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceedings, had no reasonable cause to believe that his or her conduct was unlawful.

In the case of a proceeding by or in the right of the corporation to procure a judgment in its favor (*e.g.*, a stockholder derivative suit), a corporation may indemnify an officer, director, employee or agent if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation; provided, however, that no person adjudged to be liable to the corporation may be indemnified unless, and only to the extent that, the Delaware Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper. A director, officer, employee or agent who is successful, on the merits or otherwise, in defense of any proceeding subject to the DGCL's indemnification provisions must be indemnified by the corporation for reasonable expenses incurred therein, including attorneys' fees.

AECOM's Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, each as amended to date, provide for indemnification of AECOM's officers, directors, employees and agents to the extent and under the circumstances permitted under the DGCL AECOM has purchased and maintains insurance to protect persons entitled to indemnification in accordance with the foregoing. The foregoing summary is qualified in its entirety by reference to the complete text of the AECOM Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws, each as amended to date, which are incorporated by reference as exhibits into this registration statement.

ITEM 21. Exhibits and Financial Statement Schedules.

See Exhibit Index, which is incorporated herein by reference.

ITEM 22. Undertakings.

The undersigned Registrant hereby undertakes:

(a) that, for purposes of determining any liability under the Securities Act of 1933, each filing of its annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof;

(b) to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request; and

(c) to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM

By: /s/ W. TROY RUDD

Name: W. Troy Rudd
Title: *Executive Vice President and Chief Financial Officer*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL S. BURKE Michael S. Burke	Chairman and Chief Executive Officer; Director (Principal Executive Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 11, 2017
/s/ GAURAV KAPOOR Gaurav Kapoor	Senior Vice President, Corporate Controller (Principal Accounting Officer)	May 11, 2017
/s/ JAMES H. FORDYCE James H. Fordyce	Director	May 11, 2017

Signature	Title	Date
/s/ SENATOR WILLIAM H. FRIST Senator William H. Frist	Director	May 11, 2017
/s/ LINDA GRIEGO Linda Griego	Director	May 11, 2017
/s/ DAVID W. JOOS David W. Joos	Director	May 11, 2017
/s/ ROBERT J. ROUTS Robert J. Routs	Director	May 11, 2017
/s/ WILLIAM P. RUTLEDGE William P. Rutledge	Director	May 11, 2017
/s/ CLARENCE T. SCHMITZ Clarence T. Schmitz	Director	May 11, 2017
/s/ DOUGLAS W. STOTLAR Douglas W. Stotlar	Director, Vice Chairman	May 11, 2017
/s/ DANIEL R. TISHMAN Daniel R. Tishman	Director	May 11, 2017
/s/ GEN. JANET C. WOLFENBARGER, USAF RET. Gen. Janet C. Wolfenbarger, USAF Ret.	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM C&E, Inc.

By: /s/ FRANK R. SWEET

Name: Frank R. Sweet
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM C&E, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM C&E, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ FRANK R. SWEET Frank R. Sweet	President; Director (Principal Executive Officer)	May 11, 2017
/s/ ANSHOOMAN AGA Anshooman Aga	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ RICKEY L. BRANNON, JR. Rickey L. Brannon, Jr.	Director	May 11, 2017
/s/ CHRISTOPHER B. MITCHELL Christopher B. Mitchell	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Global II, LLC

By: /s/ DAVID Y. GAN

Name: David Y. Gan
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Global II, LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM Global II, LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DAVID Y. GAN David Y. Gan	President (Principal Executive Officer)	May 11, 2017
/s/ RONALD E. OSBORNE Ronald E. Osborne	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
AECOM, the sole Member /s/ PRESTON HOPSON Preston Hopson *Assistant Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Government Services, Inc.

By: /s/ JEFFREY P. PARSONS

Name: Jeffrey P. Parsons
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Government Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM Government Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JEFFREY P. PARSONS Jeffrey P. Parsons	President; Director (Principal Executive Officer)	May 11, 2017
/s/ DICK WITSIL Dick Witsil	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ CHRISTOPHER W. BAUER Christopher W. Bauer	Director	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM International Development, Inc.

By: /s/ TORGE GERLACH

Name: Torge Gerlach
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM International Development, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM International Development, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ TORGE GERLACH Torge Gerlach	President; Director (Principal Executive Officer)	May 11, 2017
/s/ DICK WITSIL Dick Witsil	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JEFFREY P. PARSONS Jeffrey P. Parsons	Director	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM National Security Programs, Inc.

By: /s/ JILL LESLIE BRUNING

Name: Jill Leslie Bruning
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM National Security Programs, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM National Security Programs, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JILL LESLIE BRUNING Jill Leslie Bruning	President; Director (Principal Executive Officer)	May 11, 2017
/s/ PAUL PHEENY Paul Pheeny	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ CHRISTOPHER W. BAUER Christopher W. Bauer	Director	May 11, 2017
/s/ JEFFREY P. PARSONS Jeffrey P. Parsons	Director	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Services, Inc.

By: /s/ RANDY CASTRO

Name: Randy Castro
Title: *President and Chief Executive Officer*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RANDY CASTRO Randy Castro	President; Chief Executive Officer; Chairman of the Board; Director (Principal Executive Officer)	May 11, 2017
/s/ DENNIS A. DESLATTE Dennis A. Deslatte	Chief Financial Officer; Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ CHARLES MALACARNE Charles Malacarne	Director	May 11, 2017
/s/ JOHN SPYHALSKI John Spyhalski	Director	May 11, 2017
/s/ BRIAN SCOTT WATERS Brian Scott Waters	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Special Missions Services, Inc.

By: /s/ JILL LESLIE BRUNING

Name: Jill Leslie Bruning
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Special Missions Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM Special Missions Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JILL LESLIE BRUNING Jill Leslie Bruning	President; Director (Principal Executive Officer)	May 11, 2017
/s/ PAUL PHEENY Paul Pheeny	Treasurer; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ CHRISTOPHER W. BAUER Christopher W. Bauer	Director	May 11, 2017
/s/ STUART HARRISON Stuart Harrison	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Technical Services, Inc.

By: /s/ TIMOTHY H. KEENER

Name: Timothy H. Keener
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Technical Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM Technical Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ TIMOTHY H. KEENER Timothy H. Keener	President; Director (Principal Executive Officer)	May 11, 2017
/s/ ANSHOOMAN AGA Anshooman Aga	Chief Financial Officer; Treasurer; Senior Vice President (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ PRESTON HOPSON Preston Hopson	Director	May 11, 2017
/s/ DAVID Y. GAN David Y. Gan	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM USA, Inc.

By: /s/ FREDERICK W. WERNER

Name: Frederick W. Werner
Title: *Chief Executive Officer*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM USA, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM USA, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ FREDERICK W. WERNER Frederick W. Werner	Chief Executive Officer (Principal Executive Officer)	May 11, 2017
/s/ ACHAIBAR L. SAWH Achaibar L. Sawh	Chief Financial Officer; Treasurer, Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ CHRIS WARD Chris Ward	President; Director	May 11, 2017
/s/ ROBERT S. LEDFORD Robert S. Ledford	Director	May 11, 2017
/s/ ROBERT K. ORLIN Robert K. Orlin	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Aman Environmental Construction, Inc.

By: /s/ STEVEN M. AMAN

Name: Steven M. Aman
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of Aman Environmental Construction, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Aman Environmental Construction, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ STEVEN M. AMAN Steven M. Aman	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ MICHAEL R. JUST Michael R. Just	Director	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

B.P. Barber & Associates, Inc.

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of B.P. Barber & Associates, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable B.P. Barber & Associates, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JOHN A. BISCHOFF John A. Bischoff	Director	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Cleveland Wrecking Company

By: /s/ STEVEN M. AMAN

Name: Steven M. Aman
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of Cleveland Wrecking Company hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Cleveland Wrecking Company to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ STEVEN M. AMAN Steven M. Aman	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Director; Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

E.C. Driver & Associates, Inc.

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of E.C. Driver & Associates, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable E.C. Driver & Associates, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ TIMOTHY H. KEENER Timothy H. Keener	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

EDAW, Inc.

By: /s/ JACINTA MCCANN

Name: Jacinta McCann
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of EDAW, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable EDAW, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JACINTA MCCANN Jacinta McCann	President (Principal Executive Officer,)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ RONALD E. OSBORNE Ronald E. Osborne	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

EG&G Defense Materials, Inc.

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of EG&G Defense Materials, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable EG&G Defense Materials, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RANDALL A. WOTRING Randall A. Wotring	President; Director (Principal Executive Officer)	May 11, 2017
/s/ GREG D. ROBINSON Greg D. Robinson	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JOHN KENNEDY John Kennedy	Director	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

ForeRunner Corporation

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of ForeRunner Corporation hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable ForeRunner Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Chief Financial Officer; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Lear Siegler Logistics International, Inc.

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of Lear Siegler Logistics International, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Lear Siegler Logistics International, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RANDALL A. WOTRING Randall A. Wotring	President; Director (Principal Executive Officer)	May 11, 2017
/s/ GREG D. ROBINSON Greg D. Robinson	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JOHN KENNEDY John Kennedy	Director	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

MT Holding Corp.

By: /s/ CHRISTOPHER W. BAUER

Name: Christopher W. Bauer
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of MT Holding Corp. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable MT Holding Corp. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ CHRISTOPHER W. BAUER Christopher W. Bauer	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Assistant Treasurer (Principal Financial Officer and Principal Accounting Officer	May 11, 2017
/s/ MICHAEL J. DONNELLY Michael J. Donnelly	Chairman; Director	May 11, 2017
/s/ JEFFREY P. PARSONS Jeffrey P. Parsons	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

McNeil Security, Inc.

By: /s/ CHRISTOPHER W. BAUER

Name: Christopher W. Bauer
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of McNeil Security, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable McNeil Security, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ CHRISTOPHER W. BAUER Christopher W. Bauer	President; Director (Principal Executive Officer)	May 11, 2017
/s/ PAUL PHEENY Paul Pheeny	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ MICHAEL J. DONNELLY Michael J. Donnelly	Chairman; Director	May 11, 2017
/s/ JEFFREY P. PARSONS Jeffrey P. Parsons	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Rust Constructors Inc.

By: /s/ ERIC J. BRAUN

Name: Eric J. Braun
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of Rust Constructors Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Rust Constructors Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC J. BRAUN Eric J. Braun	President; Director (Principal Executive Officer)	May 11, 2017
/s/ PAUL W. PRAYLO Paul W. Praylo	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ KEVIN THOMAS COLBY Kevin Thomas Colby	Director	May 11, 2017
/s/ BRETT IVAN GROSS Brett Ivan Gross	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

The Earth Technology Corporation (USA)

By: /s/ W. TROY RUDD

Name: W. Troy Rudd
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of The Earth Technology Corporation (USA) hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable The Earth Technology Corporation (USA) to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ W. TROY RUDD W. Troy Rudd	President; Director (Principal Executive Officer)	May 11, 2017
/s/ RONALD E. OSBORNE Ronald E. Osborne	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ DAVID Y. GAN David Y. Gan	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Tishman Construction Corporation

By: /s/ DANIEL P. MCQUADE

Name: Daniel P. McQuade
Title: *Chief Executive Officer*

POWER OF ATTORNEY

We, the undersigned officers and directors of Tishman Construction Corporation hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Tishman Construction Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DANIEL P. MCQUADE Daniel P. McQuade	Director; Chief Executive Officer; Chairman (Principal Executive Officer)	May 11, 2017
/s/ PAUL W. PRAYLO Paul W. Praylo	Chief Financial Officer; Senior Vice President; Treasurer; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
		May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Tishman Construction Corporation of New York

By: /s/ DANIEL P. MCQUADE

Name: Daniel P. McQuade
Title: *Chief Executive Officer*

POWER OF ATTORNEY

We, the undersigned officers and directors of Tishman Construction Corporation of New York hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Tishman Construction Corporation of New York to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DANIEL P. MCQUADE Daniel P. McQuade	Chief Executive Officer; Chairman; Director (Principal Executive Officer)	May 11, 2017
/s/ PAUL W. PRAYLO Paul W. Praylo	Senior Vice President; Chief Financial Officer; Treasurer; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Alaska, LLC

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Alaska, LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Alaska, LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
URS Corporation, the sole Member /s/ PRESTON HOPSON Preston Hopson *Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Construction Services, Inc.

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Construction Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Construction Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President; Director (Principal Executive Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Chief Financial Officer; Controller; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ TIMOTHY H. KEENER Timothy H. Keener	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Corporation

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Corporation hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Corporation to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ LEWIS W. ROBINSON Lewis W. Robinson	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Great Lakes, Inc.

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Great Lakes, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AEOCM Great Lakes, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ ANSHOOMAN AGA Anshooman Aga	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JAMES R. LINTHICUM James R. Linthicum	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Corporation—New York

By: /s/ THOMAS J. CLANCY

Name: Thomas J. Clancy
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Corporation—New York hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Corporation—New York to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ THOMAS J. CLANCY Thomas J. Clancy	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Controller (Principal Accounting Officer)	May 11, 2017
/s/ JOHN F. SPENCER John F. Spencer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Corporation—North Carolina

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Corporation—North Carolina hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Corporation—North Carolina to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President (Principal Executive Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Chief Financial Officer; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ DENNIS HOYLE Dennis Hoyle	Director	May 11, 2017
/s/ TIMOTHY H. KEENER Timothy H. Keener	Director	May 11, 2017
/s/ ROBERT H. MACWILLIAMS Robert H. MacWilliams	Director	May 11, 2017
/s/ NICHOLAS KUHN Nicholas Kuhn	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Corporation—Ohio

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Corporation—Ohio hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Corporation—Ohio to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ JAMES R. LINTHICUM James R. Linthicum	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Corporation Southern

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Corporation Southern hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Corporation Southern to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ TIMOTHY H. KEENER Timothy H. Keener	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM E&C Holdings, Inc.

By: /s/ ARTHUR G. LEMBO

Name: Arthur G. Lembo
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM E&C Holdings, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM E&C Holdings, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ARTHUR G. LEMBO Arthur G. Lembo	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JUDITH HERMAN Judith Herman	Director	May 11, 2017
/s/ PAUL W. PRAYLO Paul W. Praylo	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM Energy & Construction, Inc.

By: /s/ DANIEL P. MCQUADE

Name: Daniel P. McQuade
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM Energy & Construction, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM Energy & Construction, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DANIEL P. MCQUADE Daniel P. McQuade	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ JUDITH HERMAN Judith Herman	Director	May 11, 2017
/s/ PAUL W. PRAYLO Paul W. Praylo	Director	May 11, 2017
/s/ JOHN PATRICK SCHMERBER John Patrick Schmerber	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Federal Services, Inc.

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Federal Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Federal Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RANDALL A. WOTRING Randall A. Wotring	President; Director (Principal Executive Officer)	May 11, 2017
/s/ GREG D. ROBINSON Greg D. Robinson	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ JOHN KENNEDY John Kennedy	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Federal Services International, Inc.

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Federal Services International, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Federal Services International, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RANDALL A. WOTRING Randall A. Wotring	President; Director (Principal Executive Officer)	May 11, 2017
/s/ GREG D. ROBINSON Greg D. Robinson	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ JOHN KENNEDY John Kennedy	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Fox US LP

By: /s/ JEANNE CORNELL BAUGHMAN

Name: Jeanne Cornell Baughman
Title: *Authorized Representative*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Fox US LP hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Fox US LP to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ JEANNE CORNELL BAUGHMAN Jeanne Cornell Baughman	Authorized Representative (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Authorized Representative (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
URS Canada Support 2 ULC, as general partner /s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll *Treasurer*	General Partner Representative	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS FS Commercial Operations, Inc.

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS FS Commercial Operations, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS FS Commercial Operations, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ RANDALL A. WOTRING Randall A. Wotring	President; Director (Principal Executive Officer)	May 11, 2017
/s/ GREG D. ROBINSON Greg D. Robinson	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ JOHN KENNEDY John Kennedy	Controller; Director (Principal Accounting Officer)	May 11, 2017
/s/ JOHN C. VOLLMER John C. Vollmer	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Global Holdings, Inc.

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Global Holdings, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Global Holdings, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Group, Inc.

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Group, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Group, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Director; Controller (Principal Accounting Officer)	May 11, 2017
/s/ TIMOTHY H. KEENER Timothy H. Keener	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Holdings, Inc.

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Holdings, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Holdings, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer; Director (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ RONALD E. OSBORNE Ronald E. Osborne	Director	May 11, 2017
/s/ DAVID Y. GAN David Y. Gan	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM International, Inc.

By: /s/ MICHAEL R. JUST

Name: Michael R. Just
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM International, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM International, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MICHAEL R. JUST Michael R. Just	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Director; Controller (Principal Accounting Officer)	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM International Projects, Inc.

By: /s/ MARK ANDREW COSTELLO

Name: Mark Andrew Costello
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM International Projects, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM International Projects, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MARK ANDREW COSTELLO Mark Andrew Costello	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ KEVIN THOMAS COLBY Kevin Thomas Colby	Director	May 11, 2017
/s/ JUDITH HERMAN Judith Herman	Director	May 11, 2017
/s/ JOHN PATRICK SCHMERBER John Patrick Schmerber	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Nuclear LLC

By: /s/ ROBERT J. LOCURTO

Name: Robert J. LoCurto
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Nuclear LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Nuclear LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ROBERT J. LOCURTO Robert J. LoCurto	President (Principal Executive Officer)	May 11, 2017
/s/ RONALD E. OSBORNE Ronald E. Osborne	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
AECOM Energy & Construction, Inc., the Sole Member		
/s/ PRESTON HOPSON Preston Hopson *Assistant Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Operating Services, Inc.

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Operating Services, Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Operating Services, Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President; Director (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer)	May 11, 2017
/s/ W. TROY RUDD W. Troy Rudd	Controller (Principal Accounting Officer)	May 11, 2017
/s/ JAMES R. LINTHICUM James R. Linthicum	Director	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

AECOM N&E Technical Services LLC

By: /s/ BILL CONDON

Name: Bill Condon
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of AECOM N&E Technical Services LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable AECOM N&E Technical Services LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ BILL CONDON Bill Condon	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
AECOM Energy & Construction, Inc., the Sole Member		
/s/ PRESTON HOPSON Preston Hopson *Assistant Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

URS Resources, LLC

By: /s/ GARY A. ENGLE

Name: Gary A. Engle
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of URS Resources, LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable URS Resources, LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ GARY A. ENGLE Gary A. Engle	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
URS Holdings, Inc., the Sole Member		
/s/ PRESTON HOPSON Preston Hopson *Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Washington Demilitarization Company, LLC

By: /s/ MARK NMN EVANS

Name: Mark NMN Evans
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of Washington Demilitarization Company, LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Washington Demilitarization Company, LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MARK NMN EVANS Mark NMN Evans	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Assistant Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
AECOM Energy & Construction, Inc., the Sole Member		
/s/ PRESTON HOPSON Preston Hopson *Assistant Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

Washington Government Environmental Services Company LLC

By: /s/ MARK NMN EVANS

Name: Mark NMN Evans
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of Washington Government Environmental Services Company LLC hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post-effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable Washington Government Environmental Services Company LLC to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ MARK NMN EVANS Mark NMN Evans	President (Principal Executive Officer)	May 11, 2017
/s/ DANIEL LEE BECKER Daniel Lee Becker	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
AECOM Energy & Construction, Inc., the Sole Member		
/s/ PRESTON HOPSON Preston Hopson *Assistant Secretary*	Sole Member	May 11, 2017

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on May 11, 2017.

WGI Global Inc.

By: /s/ STUART IRA YOUNG

Name: Stuart Ira Young
Title: *President*

POWER OF ATTORNEY

We, the undersigned officers and directors of WGI Global Inc. hereby severally constitute and appoint David Y. Gan and Christina Ching, or any of them, our true and lawful attorneys with full power to sign for us and in our names in the capacities indicated below the registration statement on Form S-4 filed herewith and any and all pre-effective and post- effective amendments to said registration statement and generally to do all such things in our name and behalf in our capacities as officers and directors to enable WGI Global Inc. to comply with the provisions of the Securities Act of 1933, as amended, and all requirements of the Securities and Exchange Commission, hereby ratifying and confirming our signatures as they may be signed by our said attorneys to said registration statement and any and all amendments thereto.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ STUART IRA YOUNG Stuart Ira Young	President (Principal Executive Officer)	May 11, 2017
/s/ KEENAN EDWARD DRISCOLL Keenan Edward Driscoll	Treasurer (Principal Financial Officer and Principal Accounting Officer)	May 11, 2017
/s/ KEVIN THOMAS COLBY Kevin Thomas Colby	Director	May 11, 2017
/s/ JUDITH HERMAN Judith Herman	Director	May 11, 2017
/s/ JOHN PATRICK SCHMERBER John Patrick Schmerber	Director	May 11, 2017

EXHIBIT INDEX

3.1	Amended and Restated Certificate of Incorporation of AECOM (incorporated by reference to Exhibit 3.1 to AECOM's annual report on Form 10-K filed with the SEC on November 18, 2011)
3.2	Certificate of Amendment to Amended and Restated Certificate of Incorporation of AECOM (incorporated by reference to Exhibit 3.2 to AECOM's registration statement on Form S-4 filed with the SEC on August 1, 2014)
3.3	Certificate of Amendment of Certificate of Incorporation of AECOM (incorporated by reference to Exhibit 3.1 to AECOM's current report on Form 8-K filed with the SEC on January 9, 2015)
3.4	Certificate of Amendment of Certificate of Incorporation of AECOM (incorporated by reference to Exhibit 3.1 to AECOM's current report on Form 8-K filed with the SEC on March 3, 2017)
3.5	Certificate of Correction of Amended and Restated Certificate of Incorporation of AECOM (incorporated by reference to Exhibit 3.3. to the AECOM's annual report on Form 10-K filed with the SEC on November 17, 2014)
3.6	Certificate of Designations for Class C Preferred Stock (incorporated by reference to Exhibit 3.2 to the AECOM's registration statement on Form 10 filed with the SEC on January 29, 2007)
3.7	Certificate of Designations for Class E Preferred Stock (incorporated by reference to Exhibit 3.3 to the AECOM's registration statement on Form 10 filed with the SEC on January 29, 2007)
3.8	Certificate of Designations for Class F Convertible Preferred Stock, Series 1 (incorporated by reference to Exhibit 3.4 to AECOM's registration statement on Form 10 filed with the SEC on January 29, 2007)
3.9	Certificate of Designations for Class G Convertible Preferred Stock, Series 1 (incorporated by reference to Exhibit 3.5 to AECOM's registration statement on Form 10 filed with the SEC on January 29, 2007)
3.10	Amended and Restated Bylaws of AECOM (incorporated by reference to Exhibit 3.2 to AECOM's current report on Form 8-K filed with the SEC on January 9, 2015)
3.11	Certificate of Incorporation of AECOM C&E, Inc., as amended
3.12	By-Laws of AECOM C&E, Inc. (incorporated by reference to Exhibit 3.11 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)
3.13	Certificate of Formation of AECOM Global II, LLC (incorporated by reference to Exhibit 3.12 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)
3.14	Limited Liability Company Agreement of AECOM Global II, LLC (incorporated by reference to Exhibit 3.13 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)
3.15	Certificate of Incorporation of AECOM Government Services, Inc., as amended (incorporated by reference to Exhibit 3.14 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.16 Restated By-Laws of AECOM Government Services, Inc. (incorporated by reference to Exhibit 3.15 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.17 Certificate of Incorporation of AECOM International Development, Inc., as amended (incorporated by reference to Exhibit 3.16 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.18 Bylaws of AECOM International Development, Inc. (incorporated by reference to Exhibit 3.17 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.19 Articles of Incorporation of AECOM National Security Programs, Inc., as amended (incorporated by reference to Exhibit 3.18 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.20 By-Laws of AECOM National Security Programs, Inc. (incorporated by reference to Exhibit 3.19 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.21 Articles of Incorporation of AECOM Services, Inc., as amended

3.22 Bylaws of AECOM Services, Inc. (incorporated by reference to Exhibit 3.21 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.23 Articles of Domestication of AECOM Special Missions Services, Inc., as amended (incorporated by reference to Exhibit 3.22 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.24 By-Laws of AECOM Special Missions Services, Inc. (incorporated by reference to Exhibit 3.23 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.25 Articles of Incorporation of AECOM Technical Services, Inc., as amended

3.26 Amended and Restated Bylaws of AECOM Technical Services, Inc. (incorporated by reference to Exhibit 3.25 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.27 Restated Certificate of Incorporation of AECOM USA, Inc., as amended (incorporated by reference to Exhibit 3.26 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.28 Certificate of Merger of AECOM USA, Inc.

3.29 Restated By-Laws of AECOM USA, Inc. (incorporated by reference to Exhibit 3.27 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.30 Articles of Incorporation of Aman Environmental Construction, Inc. (filed as Exhibit 3.2(i) to Amendment No. 2 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-101330) filed with the Securities and Exchange Commission on March 5, 2003 and incorporated herein by reference)

3.31 Amended and Restated Bylaws of Aman Environmental Construction, Inc. (filed as Exhibit 3.58 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.32 Restated and Amended Articles of Incorporation of B.P. Barber & Associates, Inc. (filed as Exhibit 3.5 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.33 Bylaws of B.P. Barber & Associates, Inc., as amended (filed as Exhibit 3.6 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.34 Amended and Restated Certificate of Incorporation of Cleveland Wrecking Company (filed as Exhibit 3.59 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.35 Amended and Restated Bylaws of Cleveland Wrecking Company (filed as Exhibit 3.60 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.36 Articles of Incorporation of E.C. Driver & Associates, Inc. (filed as Exhibit 3.7 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.37 By-Laws of E.C. Driver & Associates, Inc., as amended (filed as Exhibit 3.8 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.38 Restated Certificate of Incorporation of EDAW, Inc. (incorporated by reference to Exhibit 3.36 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.39 Bylaws of EDAW, Inc. (incorporated by reference to Exhibit 3.37 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.40 Articles of Incorporation of EG&G Defense Materials, Inc. (filed as Exhibit 3.39 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.41 Amended and Restated Bylaws of EG&G Defense Materials, Inc. (filed as Exhibit 3.40 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.42 Articles of Incorporation of Forerunner Corporation, as amended (filed as Exhibit 3.9 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.43 Amended and Restated Bylaws of Forerunner Corporation (filed as Exhibit 3.41 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.44 Certificate of Incorporation of Lear Siegler Logistics International, Inc. (filed as Exhibit 3.41 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.45 Bylaws of Lear Siegler Logistics International, Inc., as amended (filed as Exhibit 3.42 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.46 Articles of Incorporation of McNeil Security, Inc. (incorporated by reference to Exhibit 3.44 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.47 Bylaws of McNeil Security, Inc. (incorporated by reference to Exhibit 3.45 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.48 Certificate of Incorporation of MT Holding Corp., as amended (incorporated by reference to Exhibit 3.46 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.49 By-Laws of MT Holding Corp. (incorporated by reference to Exhibit 3.47 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.50 Certificate of Incorporation of Rust Constructors Inc., as amended (filed as Exhibit 3.51 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.51 Amended and Restated By-Laws of Rust Constructors Inc. (filed as Exhibit 3.52 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.52 Second Restated Certificate of Incorporation of The Earth Technology Corporation (USA) (incorporated by reference to Exhibit 3.50 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.53 Bylaws of The Earth Technology Corporation (USA)

3.54 Certificate of Incorporation of Tishman Construction Corporation (incorporated by reference to Exhibit 3.52 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.55 By-Laws of Tishman Construction Corporation (incorporated by reference to Exhibit 3.53 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.56 Certificate of Incorporation of Tishman Construction Corporation of New York (incorporated by reference to Exhibit 3.54 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.57 By-Laws of Tishman Construction Corporation of New York (incorporated by reference to Exhibit 3.55 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.58 Articles of Organization of URS Alaska, LLC (filed as Exhibit 3.31 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.59 Operating Agreement of URS Alaska, LLC (filed as Exhibit 3.32 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.60 Articles of Incorporation of URS Construction Services, Inc. (filed as Exhibit 3.9(i) to Amendment No. 2 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-101330) filed with the Securities and Exchange Commission on March 5, 2003 and incorporated herein by reference)

3.61 Bylaws of URS Construction Services, Inc. (filed as Exhibit 3.9(ii) to Amendment No. 2 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-101330) filed with the Securities and Exchange Commission on March 5, 2003 and incorporated herein by reference)

3.62 Articles of Incorporation of URS Corporation, as amended (filed as Exhibit 3.15 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.63 Amended and Restated Bylaws of URS Corporation (filed as Exhibit 3.16 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.64 Articles of Incorporation of AECOM Great Lakes, Inc. as amended

3.65 Amended and Restated Bylaws of AECOM Great Lakes, Inc. (formerly URS Corporation Great Lakes) (filed as Exhibit 3.18 to Amendment No. 1 to the Registration Statement on Form S 4/A of URS Corporation (File No. 333 187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.66 Certificate of Incorporation of URS Corporation—New York, as amended (filed as Exhibit 3.63 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.67 Amended and Restated By-Laws of URS Corporation—New York (filed as Exhibit 3.64 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.68 Articles of Incorporation of URS Corporation—North Carolina, as amended

3.69 Bylaws of URS Corporation—North Carolina, as amended (filed as Exhibit 3.14 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.70 Articles of Incorporation of URS Corporation—Ohio, as amended (filed as Exhibit 3.53 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.71 Amended and Restated Bylaws of URS Corporation—Ohio (filed as Exhibit 3.54 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.72 Articles of Incorporation of URS Corporation Southern, as amended (filed as Exhibit 3.19 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.73 Amended and Restated Bylaws of URS Corporation Southern (filed as Exhibit 3.20 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.74 Certificate of Incorporation of AECOM E&C Holdings, Inc., as amended

3.75 Bylaws of AECOM E&C Holdings, Inc., as amended

3.76 Certificate of Amended and Restated Articles of Incorporation of AECOM Energy & Construction, Inc.

3.77 Amended and Restated Regulations of AECOM Energy & Construction, Inc.

3.78 Certificate of Incorporation of URS Federal Services, Inc. (filed as Exhibit 3.43 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.79 By-Laws of URS Federal Services, Inc. (filed as Exhibit 3.44 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.80 Certificate of Incorporation of URS Federal Services International, Inc. (filed as Exhibit 3.45 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.81 By-Laws of URS Federal Services International, Inc., as amended (filed as Exhibit 3.46 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.82 Certificate of Limited Partnership of URS Fox US LP (filed as Exhibit 3.3 to the Registration Statement on Form S-4 of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on April 17, 2013 and incorporated herein by reference)

3.83 Agreement of Limited Partnership of URS Fox US LP (filed as Exhibit 3.4 to the Registration Statement on Form S-4 of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on April 17, 2013 and incorporated herein by reference)

3.84 Certificate of Incorporation of URS FS Commercial Operations, Inc., as amended (incorporated by reference to Exhibit 3.82 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.85 By-Laws of URS FS Commercial Operations, Inc. (incorporated by reference to Exhibit 3.83 to AECOM's Registration Statement on Form 10-K filed with the SEC on July 6, 2015)

3.86 Articles of Incorporation of URS Global Holdings, Inc. (filed as Exhibit 3.23 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.87 By-Laws of URS Global Holdings, Inc., as amended (filed as Exhibit 3.24 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.88 Certificate of Incorporation of URS Group, Inc., as amended (filed as Exhibit 3.25 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.89 Bylaws of URS Group, Inc., as amended (filed as Exhibit 3.26 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.90 Certificate of Incorporation of URS Holdings, Inc. (filed as Exhibit 3.27 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.91 Amended and Restated Bylaws of URS Holdings, Inc. (filed as Exhibit 3.28 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.92 Certificate of Incorporation of AECOM International, Inc., as amended

3.93 Amended and Restated By-Laws of AECOM International, Inc. (formerly URS International, Inc.) (filed as Exhibit 3.72 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.94 Amended and Restated Articles of Incorporation of AECOM International Projects, Inc.

3.95 Bylaws of AECOM International Projects, Inc.

3.96 Certificate of Formation of URS Nuclear LLC (filed as Exhibit 3.55 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.97 Limited Liability Company Agreement of URS Nuclear LLC (filed as Exhibit 3.56 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.98 Certificate of Incorporation of URS Operating Services, Inc., as amended (filed as Exhibit 3.65 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.99 Amended and Restated Bylaws of URS Operating Services, Inc. (filed as Exhibit 3.66 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.100 Certificate of Formation of AECOM N&E Technical Services LLC (formerly URS Professional Solutions LLC), as amended

3.101 Fifth Amended and Restated Limited Liability Company Agreement of AECOM N&E Technical Services LLC (formerly URS Professional Solutions LLC) (filed as Exhibit 3.76 to Amendment No. 1 to the Registration Statement on Form S 4/A of URS Corporation (File No. 333 187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.102 Certificate of Formation of URS Resources, LLC (filed as Exhibit 3.5(i) to Amendment No. 2 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-101330) filed with the Securities and Exchange Commission on March 5, 2003 and incorporated herein by reference)

3.103 First Amended and Restated Limited Liability Company Agreement of URS Resources, LLC (filed as Exhibit 3.74 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.104 Certificate of Formation of Washington Demilitarization Company, LLC, as amended (filed as Exhibit 3.33 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.105 Limited Liability Company Agreement of Washington Demilitarization Company, LLC (filed as Exhibit 3.34 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.106 Certificate of Formation of Washington Government Environmental Services Company LLC, as amended (filed as Exhibit 3.35 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.107 Third Amended and Restated Limited Liability Company Agreement of Washington Government Environmental Services Company LLC (filed as Exhibit 3.36 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.108 Articles of Incorporation of WGI Global Inc., as amended (filed as Exhibit 3.67 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

3.109 Bylaws of WGI Global Inc., as amended (filed as Exhibit 3.68 to Amendment No. 1 to the Registration Statement on Form S-4/A of URS Corporation (File No. 333-187968) filed with the Securities and Exchange Commission on June 25, 2013 and incorporated herein by reference)

4.1	Indenture, dated as of February 21, 2017, by and among AECOM, the Guarantors party thereto, and U.S. Bank, National Association, as trustee (filed as Exhibit 4.1 to the Form 8-K filed with the Securities and Exchange Commission on February 21, 2017 and incorporated herein by reference)
4.2	Registration Rights Agreement, dated February 21, 2017, by and among AECOM, the Guarantors party thereto, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (filed as Exhibit 4.3 to the Form 8-K filed with the Securities and Exchange Commission on February 21, 2017 and incorporated herein by reference)
5.1	Opinion of Gibson, Dunn & Crutcher LLP
5.2	Opinion of Holland & Knight LLP
5.3	Opinion of Cozen O'Connor, P.C.
5.4	Opinion of Cozen O'Connor, P.C.
5.5	Opinion of Dickinson Wright PLLC
5.6	Opinion of Parsons Behle & Latimer PLC
5.7	Opinion of Smith Moore Leatherwood LLP
5.8	Opinion of Smith Moore Leatherwood LLP
5.9	Opinion of Squire Patton Boggs (US) LLP
5.10	Opinion of K&L Gates LLP
5.11	Opinion of Hunton & Williams LLP
12.1	Computation of Ratio of Earnings to Fixed Charges
21.1	Subsidiaries of AECOM
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm
23.2	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1)
23.3	Consent of Holland & Knight LLP (included in Exhibit 5.2)
23.4	Consent of Cozen O'Connor, P.C. (included in Exhibit 5.3)
23.5	Consent of Cozen O'Connor, P.C. (included in Exhibit 5.4)
23.6	Consent of Dickinson Wright PLLC (included in Exhibit 5.5)
23.7	Consent of Parsons Behle & Latimer PLC (included in Exhibit 5.6)
23.8	Consent of Smith Moore Leatherwood LLP (included in Exhibit 5.7)
23.9	Consent of Smith Moore Leatherwood LLP (included in Exhibit 5.8)
23.10	Consent of Squire Patton Boggs (US) LLP (included in Exhibit 5.9)
23.11	Consent of K&L Gates LLP (included in Exhibit 5.10)
23.12	Consent of Hunton & Williams LLP (included in exhibit 5.11)
24.1	Power of Attorney (included on signature pages of the registration statement)
25.1	Statement of Eligibility on Form T-1 of U.S. Bank National Association, as the Trustee under the Indenture
99.1	Form of Letter of Transmittal
99.2	Form of Notice of Guaranteed Delivery
99.3	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees
99.4	Form of Letter to Clients

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "AECOM C&E, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE SECOND DAY OF DECEMBER, A.D. 1968, AT 8:30 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ENVIRONMENTAL SCIENCE AND TECHNOLOGY, INC." TO "ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.", FILED THE TWENTY-SECOND DAY OF JANUARY, A.D. 1969, AT 10 O`CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE EIGHTEENTH DAY OF MARCH, A.D. 1969, AT 10 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRD DAY OF FEBRUARY, A.D. 1970, AT 10 O`CLOCK A.M.

CERTIFICATE OF DESIGNATION, FILED THE FOURTEENTH DAY OF APRIL, A.D. 1970, AT 10 O`CLOCK A.M.

694104 8100H
SR# 20170927010

Authentication: 202043600
Date: 02-15-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF AMENDMENT, FILED THE FIFTH DAY OF NOVEMBER, A.D. 1971, AT 10 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-EIGHTH DAY OF APRIL, A.D. 1972, AT 10 O`CLOCK A.M.

CERTIFICATE OF REDUCTION, FILED THE SEVENTH DAY OF AUGUST, A.D. 1973, AT 10 O`CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE FOURTEENTH DAY OF MAY, A.D. 1979, AT 12:01 O`CLOCK P.M.

CERTIFICATE OF REDUCTION, FILED THE FOURTEENTH DAY OF MAY, A.D. 1979, AT 12:02 O`CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1979, AT 2 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 1980.

RESTATED CERTIFICATE, FILED THE EIGHTH DAY OF JANUARY, A.D. 1980, AT 10 O`CLOCK A.M.

694104 8100H
SR# 20170927010

Authentication: 202043600
Date: 02-15-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

CERTIFICATE OF MERGER, FILED THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1981, AT 2 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SECOND DAY OF JANUARY, A.D. 1982.

CERTIFICATE OF MERGER, FILED THE THIRTY-FIRST DAY OF DECEMBER, A.D. 1981, AT 2 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SECOND DAY OF JANUARY, A.D. 1982.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC." TO "ERT, INC.", FILED THE SIXTEENTH DAY OF JANUARY, A.D. 1987, AT 10 O`CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE SECOND DAY OF APRIL, A.D. 1987, AT 10 O`CLOCK A.M.

694104 8100H
SR# 20170927010

Authentication: 202043600
Date: 02-15-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

CERTIFICATE OF MERGER, CHANGING ITS NAME FROM "ERT, INC." TO "ENSR CORPORATION", FILED THE THIRTEENTH DAY OF JUNE, A.D. 1988, AT 10 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE SEVENTEENTH DAY OF JUNE, A.D. 1988.

RESTATED CERTIFICATE, FILED THE TWENTY-EIGHTH DAY OF JULY, A.D. 1988, AT 10 O`CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE SEVENTH DAY OF JULY, A.D. 1992, AT 9 O`CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF JUNE, A.D. 1997, AT 9 O`CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JUNE, A.D. 1997.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF JUNE, A.D. 1997, AT 9:01 O`CLOCK A.M.

694104 8100H
SR# 20170927010

Authentication: 202043600
Date: 02-15-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF JUNE, A.D. 1997.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "ENSR CORPORATION" TO "AECOM, INC.", FILED THE TENTH DAY OF NOVEMBER, A.D. 2008, AT 11:01 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "AECOM, INC." TO "AECOM C&E, INC.", FILED THE FIFTH DAY OF JANUARY, A.D. 2015, AT 7 O`CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE SECOND DAY OF OCTOBER, A.D. 2015, AT 7:12 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "AECOM C&E, INC.".

Jeffrey W. Bullock, Secretary of State

694104 8100H
SR# 20170927010

Authentication: 202043600
Date: 02-15-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF INCORPORATION

OF

ENVIRONMENTAL SCIENCE AND TECHNOLOGY, INC.

FIRST: The name of the corporation is Environmental Science and Technology, Inc.

SECOND: The registered office of the corporation in the State of Delaware is to be located at No. 100 West Tenth Street, Wilmington, New Castle County. Its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is one hundred thirty nine thousand and one hundred (139,100), of which ten thousand (10,000) shares shall be Voting Stock, fifty thousand (50,000) shares shall be Non-Voting Class “A” Stock, seventy-

five thousand (75,000) shares shall be Non-Voting Class “B” Stock and four thousand (4,000) shares shall be Non-Voting Class “C” Stock, all with the par value of ten cents ($0.10) per share amounting in the aggregate to thirteen thousand nine hundred dollars ($13,900), and one hundred (100) shares shall be Preferred Stock with the par value of one hundred dollars ($100) per share amounting in the aggregate to ten thousand dollars ($10,000).

The Voting Stock, the Non-Voting Class “A” Stock, the Non-Voting Class “B” Stock and the Non-Voting Class “C” Stock shall have identical rights, without regard to class, except that the Non-Voting Class “A” Stock, the Non-Voting Class “B” Stock and the Non-

Voting Class “C” Stock shall net entitle the holders thereof to vote on any matter unless specifically required by law.

The Preferred Stock may be issued from time to time in one or more series. The voting powers, designations, preferences and other rights and the qualifications, limitations or restrictions of the Preferred Stock of each series shall be such as are stated and expressed in this Article Fourth and to the extent not stated and expressed herein, shall be such as may be fixed by the board of directors (authority so to do being hereby expressly granted) and stated and expressed in a resolution or resolutions adopted by the board of directors providing for the initial issue of Preferred Stock of such series. Such resolution or resolutions shall (a) fix the dividend rights of holders of shares of such series, (b) fix the terms on which stock of such series may be redeemed if the shares of such series are redeemable, (c) fix the rights of the holders of stock of such series upon dissolution or any distribution of assets, (d) fix the terms or amounts of the sinking fund, if any, to be provided for the purchase or redemption of stock of such series, (e) fix the terms upon which the stock of such series may be converted into or exchanged for stock of any other class or classes or of any one or more series of Preferred Stock if the shares of such series are to be convertible or exchangeable, (f) fix the voting rights, if any, of the shares of such series and (g) fix such other designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof desired to be so fixed.

The board of directors may, from time to time, at its discretion, issue and sell to officers, directors or employees of the corporation, or, with the consent of the holders of a majority of the Non-Voting Class “B” Stock, to any other person who rentiers or agrees to render services to the corporation, shares of. the Non-Voting Class “A” Stock for ten cents ($0.10) per share upon such terms, conditions and restrictions as the board may in each instance deem in the

best interests of the corporation. At any time that shares of the Non-Voting Class “A” Stock are thus sold, holders of Non-Voting Class “B” Stock shall have the pro rata right to subscribe for and purchase at the same price per share .6 of a share of the Non-Voting Class “B” Stock for each .4 of a share of the Non-Voting Class “A” Stock thus sold, subject to such regulations and adjustments as the board of directors may from time to tune adopt to avoid the allotment of tractions or shares. At any tune that the shares or Non-: Voting Class “A” Stock are purchased or redeemed by the corporation, .6 of a share of the Non-Voting Class “B” Stock for each .4 of a share of the Non-Voting Class “A” Stock thus purchased or redeemed may, at the option of the board of directors, be purchased or redeemed by the corporation from the holders thereof in proportion to their respective holdings subject to such regulations and adjustments as the board of directors may from tune to tune adopt to avoid the purchase of fractions of shares, at the same purchase or redemption price per share as shall have been paid for the Non-Voting Class “A” Stock.

No share of the Non-Voting Class “A” Stock shall be sold, transferred or pledged by a holder thereof (other than to the corporation upon termination of service) until five years after the date of purchase and thereafter the right to sell, transfer and pledge 25% of such shares shall accrue to such stockholder at the end of the fifth, sixth, seventh and eighth year after the date of purchase.

In addition to the foregoing restriction on the Non-Voting Class “A” Stock, no share of the Non-Voting Class “A” Stock, the Non-Voting Class “B” Stock or of the Non-Voting Class “C” Stock shall be transferable by the holder thereof to any purchaser thereof unless such shares shall first have been offered for sale to the corporation and, if such shares shall not have been purchased by the corporation, thereafter such shares shall have been offered for sale to the

holders of the Voting Stock of the corporation, all in accordance with the provisions to be stated in the by-laws.

In the event that the service of a holder of Non-Voting Class “A” Stock shall be terminated for any reason, the corporation shall have the right, within thirty days after the date or termination, to repurchase such Stock from such holder at the following prices: (i) all of such Stock at ten cents ($0.10) per share if the service ceases in the first year; (ii) 80% of such stock at ten cents ($0.10) per share and 20% at book value if his service ceases in the second year; (iii) 60% of such Stock at ten cents ($0.10) per share and 40% at book value if his service ceases in the third year; (iv) 40% of such Stock at ten cents ($0.10) per share and 60% at book value if his service ceases in the fourth year; (v) 20% of such Stock at ten cents ($0.10) per share and 80% at book value if his service ceases in the firth year; and (vi) all of such Stock at book value if his service ceases after the end of the fifth year. The rights of the corporation to repurchase any of such Stock at book value shall terminate if the corporation, or any shareholder with the consent of the corporation, should make an offering of shares of its stock to the public for which a registration statement under the Securities Act or 1933, as amended, is filed.

The determination of the board of directors of the right of any person to purchase shares of stock of the corporation and also as to the value of such stock shall be conclusive and binding upon all the stockholders of the corporation. All the above restrictions an transfer and repurchase rights shall be noted conspicuously on the share certificates to which they relate.

FIFTH: The name of the incorporator is John P. Denneen and his mailing address is Room 1410, 25 Broad Street, New York, New York, 10004.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of the corporate debts to any extent whatever except aa otherwise provided by law.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

A. To make, alter or repeal the by-laws of the corporation;

B. To authorize and cause to be executed mortgages and liens, with or without limit as to amount, upon the real and personal property of the corporation;

C. To authorize the guaranty by the corporation of securities, evidences of indebtedness and obligations of other persona, corporations and business entities;

D. By resolution adopted by a majority of the whole board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to al: papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The board may designate one or more directors as alternate members of any committee, who may replace any absent or dis-qualified member at any meeting of the committee. The members of any such committee present at any meeting and hot disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the board of directors to act at the meeting in the place of any absent or disqualified member. All corporate powers of the corporation shall be exercised by the board of directors except as otherwise provided herein or by law.

NINTH: Any property of the corporation less than all of its assets including goodwill and its corporate franchise, deemed by the board of directors to be not essential to the conduct of the business of the corporation, may be sold, leased, exchanged or otherwise disposed of by authority of the board of directors. All of the property and assets of the corporation including its goodwill and its corporate franchise; may be sold, leased or exchanged upon such terms and condition. and for such consideration (which may be in whole or in part shares of stock and/or other securities of any other corporation or corporations) as the board of directors shall deem expedient and for the best interests of the corporation, when an. as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose upon at least 20 days' notice containing notice of the proposed sale, lease or exchange, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding.

TENTH: A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation either as a vendor, purchaser or otherwise, nor 8%11 any transaction or contract of the corporation be void or voidable by reason of the tact that any director or officer or any firm of which any director or officer is a member or any corporation of which any director or officer is a stockholder, officer or director, is in any way interested in such transaction or contract, provided that. such transaction or contract is or shall be authorized, ratified or approved either (1) by a vote of a majority of a quorum of the board of directors or of an executive committee thereof. without counting in such majority any director so interested although any director so interested may be included in such quorum), or (2) by a majority of a quorum of the stockholders entitled to vote at any meeting. No director or officer shall be liable to account to the corporation for any profits realized from any such

transaction or contract authorized, ratified or approved as aforesaid by reason of the tact that he, or any firm of which he is a member or any corporation of which he is a stockholder, officer or director was interested in such transaction or contract. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such contracts in any other manner permitted by law.

ELEVENTH: No person shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the corporation in good faith, if such person (i) exercised or used the same degree of diligence, care and skill as an ordinarily prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (ii) took, or omitted to take, such action in reliance upon advice of counsel for the corporation, or upon statements made or information furnished by officers or employees of the corporation which he had reasonable grounds to believe to be true, or upon a financial statement of the corporation prepared by an office or employee of the corporation in charge of its accounts or certified by a public accountant or firm of public accountants.

TWELFTH: Any contract, transaction or act of the corporation or of the board of directors which shall be approved or ratified by a majority of a quorum of the stock-holders entitled to vote at any meeting shall be as valid and binding as though approved or ratified by every stock-holder of the corporation; but any failure of the stockholders to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or to deprive the corporation, its directors or officers of their right to proceed with such contract, transaction or act.

THIRTEENTH: Every person who was or is a party or is threatened to be made a Party to or is involved in any threatened, pending or completed action, suit or proceeding,: whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, &hall be indemnified and held harmless by the corporation to the fullest extent legally permissible under the General Corporation Law of the State of Delaware against all expenses, liability and loss (including attorney's Tees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person.

Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any by-law, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may adopt by-laws from time to time with respect to indemnification to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Delaware and may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving, at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or

arising out or such status, whether or not the corporation would have the power to indemnify such person against such liability.

FOURTEENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or clans of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or clans of creditors, and/or on all the stockholders or clans of stockholders, of this corporation, as the case may be, and also on this corporation.

FIFTEENTH: Meetings of stockholders and directors *may be* held within or without the State or Delaware, as the by-laws may provide. The books of account of the corporation may be kept (subject to any provision container) in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of

directors Or in the by-laws of the corporation. Elections of directors need not *be* by written ballot unless the by-laws of the corporation shall so provide.

SIXTEENTH: Whenever the vote of stockholders at a meeting thereof le required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if a written consent to such corporate action is signed by the holders of 51% of the stock who would have been entitled to vote upon such corporate action if a meeting were held; provided that in no case shall a written consent be by the holders of stock having legs than the minimum percentage of the vote required herein or by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

SEVENTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF the undersigned, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate November 29. 1968.

/s/ John P. Denneen

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

BE IT REMEMBERED that on November 29, 1968, personally came before me, a Notary Public for the State of New York, JOHN P. DENNEEN, party to the foregoing certificate of incorporation, known to me personally to be such, and acknowledged the said certificate to be his own act and deed and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ Mildred L. Bersella
Notary Public

CERTIFICATE OF AMENDMENT

OF THE

CERTIFICATE OF INCORPORATION

OF

ENVIRONMENTAL SCIENCE AND TECHNOLOGY, INC.

ENVIRONMENTAL SCIENCE AND TECHNOLOGY, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That, at a meeting of the Board of Directors of Environmental Science and Technology, Inc. duly called and held on December 2, 1968 at which a quorum was present and acting throughout, resolutions were duly adopted setting Forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and recommending the same to the stockholders of said corporation. The proposed amendment is as follows:

The Certificate of Incorporation of the corporation shall be amended by changing the name of this corporation to "Environmental Research & Technology, Inc."

SECOND: That thereafter, in lieu of a meeting and vote of stockholders, the stockholders of the corporation consented in writing, pursuant to Section 228 of the General Corporation Law of the State of Delaware, to said amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Environmental Science & Technology, Inc. has caused its corporate seal to be hereunto affixed and this certificate to be signed by Marvin J. Gaut, its President, and Henry J. Daaleman, its Secretary, December 30, 1968.

ENVIRONMENTAL SCIENCE & TECHNOLOGY, INC.

By /s/ Marvin J. Gaut, President

Attest:

By: /s/ Henry J. Dalleman
Secretary

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 30 day of December, 1968, personally came before me a Notary Public in and for the County and State aforesaid, Marvin J. Gaut, President of Environmental Science and Technology, Inc., a corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Marvin J. Gaut as such President, duly executed said certificate before me and acknowledged the said certificate ta be his act and deed and the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said certificate and attested by the Secretary of said corporation la the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Ronibeth Hatch
Notary Public

CERTIFICATE OF DESIGNATION, PREFERENCES

AND RIGHTS OF $5.00 NON-CUMULATIVE

$100 PAR VALUE PREFERRED STOCK OF

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

Pursuant to Section 151 of the General Corporation Law

of the State of Delaware

We, the undersigned, Marvin J. Gaut and Henry J. Daaleman, the President and Secretary, respectively, of Research & Technology, Inc., a Delaware corporation (the "Corporation"), DO HEREBY CERTIFY that at a meeting of the Board of Directors of the Corporation, duly held and convened on January 23, 1969, the following resolution was duly adopted:

RESOLVED that, pursuant to the authority expressly granted to and vested in the Board of Directors of the Corporation by the provisions of the Certificate of Incorporation of the Corporation, this Board of Directors hereby creates .a series of the $100.00 par value Preferred Stock of the Corporation to consist of all of the 100 shares of Preferred Stock which the Corporation now has authority to issue, and this Board of Directors hereby fixes the designations, preferences and other rights and limitations or restrictions of the shares of such series (in addition to the designations, preferences and other rights, and limitations or restrictions thereof, set Forth in the Certificate of Incorporation of the Corporation which are applicable to the Preferred Stock) as follows

SECTION 1. Designation.

1.1 The designation of said series of Preferred Stock created by this resolution shall be "$5.00 Non-Cumulative $100.00 par value Preferred Stock" (the "Preferred Stock").

SECTION 2. Dividends.

2.1 The dividend rate of the Preferred Stock shall be $5.00 per share per annum, payable, if earned in a particular fiscal year and declared by the Board of Directors of the Corporation, not later than sixty days after the end of such fiscal year, out of the "Net Current Earnings" (hereinafter defined) of such fiscal year. Holders of the Preferred Stock shall not be entitled to any dividends, whether payable in cash, property or stock, in excess of cash dividends at said rate. Dividends on Preferred Stock shall commence to be payable from and after the date of issue thereof.

2.2 So long as any shares of Preferred Stock remain outstanding the Corporation may not pay any cash dividends on shares of stock ranking junior to the Preferred Stock as to dividends and assets without the prior consent of the holders of a majority of the Preferred Stock. The provisions of this Section 2.2 shall not, however, apply to a dividend payable in any stock ranking junior to the Preferred Stock as to dividends and assets.

SECTION 3. Preference in liquidation.

3.1 In the event of the liquidation, dissolution or winding up of the affairs of the Corporation, voluntary or involuntary, then, before any distribution or payment shall be made in respect of stock ranking junior to the Preferred Stock as to assets, the holders of the Preferred Stock shall be entitled to receive an amount equal to $100 per share. The holders of the Preferred Stock shall have no rights in respect of the remaining assets of the Corporation.

SECTION 4. Redemption

4.1 The Corporation at the option of the Board of Directors may at any time or from time to time redeem all or any part of the Preferred Stock then outstanding upon notice duly given as hereinafter provided, by paying therefor in cash the sum of $100 per share.

4.2 Notice of every redemption shall be mailed at least 45 days prior to the date fixed for redemption, addressed to the holders of record of the shares to be redeemed at their respective addresses as the same shall appear on the books of the Corporation. In the case of a redemption of a part only of the Preferred Stock the Corporation shall select by lot the shares so to be redeemed, except that so long as any of the Preferred Stock shall be held of record by one or more of the original holders thereof, the shares to be purchased from each such original holder shall be selected pro rata and the remaining shares, if any, to be purchased from other holders shall be selected pro rata or by lot or in such other manner as the Board of Directors may determine.

4.3 If notice of redemption shall have been mailed as aforesaid, and if on or before the redemption date specified in such notice a sum equal to the redemption price of the shares so called for redemption shall have been set aside by the Corporation, separate and apart from its other funds, for the pro rata benefit

of the holders of the shares so called for redemption, so as to be and continue to be available therefor, then, whether or not certificates for the shares so called for redemption shall have been surrendered for cancellation, such shares, from and after the date of redemption so designated, shall be deemed to be no longer outstanding and such holders of the certificate or certificates for such shares shall have with respect to such shares no rights in or with respect to the Corporation except only the right to receive the redemption price, without interest, upon surrender of such shares.

4.4 Shares of Preferred Stock purchased by the Corporation or redeemed shall after the Corporation takes appropriate steps required or permitted by the laves of Delaware, have the status of authorized and unissued shares of Preferred Stock and the number of shares of Preferred Stock which the Corporation shall have authority to issue shall not be decreased by the Purchase or redemption of shares of Preferred Stock.

SECTION 5. Voting Rights.

5.1 Except as otherwise provided in this Section 5 or as required by law, the holders of the Preferred Stock shall have no right to vote in the election of directors or in other corporate matters or to receive any notice of any meeting of stockholders.

5.2 The consent of the holders of at least two-thirds of the shares of the Preferred Stock at the time outstanding, given in person or by proxy, either *in* writing, if permitted by law, or at a meeting called for the purpose, at which the Preferred Stock shall vote separately as a class, shall be

necessary for effecting or validating the creation or issuance of any stock ranking as to dividends or assets equal or prior to the Preferred Stock.

SECTION 6. Net Current Earnings.

6.1 "Net Current Earnings" shall mean the gross revenues of the Corporation less all operating and non-operating expenses of the Corporation, including, without limitation, all current charges for the payment of interest on debt, all current additions to reserves, taxes on income and additions to reserves therefor, and all other charges of a proper character, all determined in accordance with generally accepted accounting principles, provided that there shall be disregarded (a) any aggregate net gain (but net any aggregate net loss) resulting from the sale, conversion or other disposition of capital assets, and any income tax attributable thereto, (b) any write-up of any asset and (c) any reversal of any reserve.

SECTION 7. Restrictions on Transfer.

7.1 To the extent legally permissible, no transfer of any shares of the Preferred Stock shall be made on the books of the Corporation and no unregistered transfer of any legal or equitable interest in any such shares shall be

made or effective unless such shares shall first have been offered in writing to the Corporation and the holders of the Voting Stock of the Corporation for sale to them at the lower or the price per share at which the holder thereof proposes to transfer such shares, or $100. Such offer shall be delivered or mailed to the Corporation. The Corporation may, within ten days after the receipt of such written offer, purchase all or any part of such shares by mailing or delivering a written acceptance to that effect to the person making such offer. If the Corporation shall accept such offer in whole or in part, it shall specify a settlement date not more than five days after the date of such acceptance for the delivery to it, against payment, of the certificates representing, the shares so purchased. Such certificates shall be delivered duly endorsed for transfer with signature guarantee and with all required tax stamps affixed or with funds for payment of such taxes. If the Corporation shall not purchase all of such shares, the Corporation shall on behalf of the registered owner promptly notify the holders of its Voting Stock in writing by mail or personal delivery that the balance of such shares is available for purchase by such stockholders at the price specified in the offer. Each such stock-holder may elect to purchase all or any part of such shares by a written acceptance to that effect received by the Corporation within fifteen days after the date of mailing or delivery of such notification. If the stockholders shall elect to purchase in the aggregate more shares than are available, the available shares shall be divided among the accepting stockholders in proportion to their registered ownership of shares of the Voting Stock If the Corporation, rounding out fractions of shares, if any, in favor of the smaller stockholders, and without allocating to any stock-holder shares which he does not desire to purchase. Such apportionment shall be made by the president of the Corporation and he shall fix the earliest practicable settlement date for the completion of the purchase of such shares and shall notify all interested persons of the apportionment and the settlement date by such means as he shall deem sufficient. Promptly after such settlement, or if no stock-holders elect to purchase such shares then promptly after the expiration of the time for such election, the president shall determine whether all of the provisions of this Section 7 have been complied with and if they have he shall declare the unpurchased shares free shares and shall notify the registered owner of such determination. For a period of three months beginning on the-first full business day following the date of such notification the shares so declared to be free may be sold by the owner thereof to any person, whether or not a stock-holder, at a price not less than the price at which the shares were offered to the Corporation and the holders of the Voting Stock. After such three-month period such shares shall again become subject to the restrictions imposed by this Section 7. The President's decision regarding the apportionment among the stockholders, the settlement, and all matters relating to the interpretation of this Section 7 shall be final. In the absence of the president such decisions shall be made by a vice president.

IN WITNESS WHEREOF, this Certificate has been made under the seal of said Environmental Research & Technology, Inc. and has been signed by the undersigned, said Marvin J. Gaut, its President, and attested by said Henry J. Daaleman its Secretary, respectively, March , 1969.

/s/ Marvin J. Gaut
President

Attest:

/s/ Henry J. Dalleman
Secretary

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

BE IT REMEMBERED that on March 13, 1969, personally came before me, Ronibeth Hatch , a Notary Public in and for the County and State aforesaid, Marvin J. Gaut, the President of Environmental Research & Technology, Inc., a Delaware corporation, the corporation described in and on behalf of which was made the foregoing certificate, known to me to be such, and that said Marvin J. Gaut, as the President duly signed said certificate before me and acknowledged said certificate to be his act and deed and act and deed of said corporation and that the facts stated therein are true; and that the seal affixed ta said certificate and attested by the Secretary of said corporation is the corporate seal of said corporation, and that the act of sealing, executing, acknowledging and delivering said certificate was duly authorized by the Board of Directors of said corporation.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ Ronibeth Hatch

Notary Public

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

Certificate of Amendment

of

Certificate of Incorporation

* * *

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (herein called the "Corporation"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation at a meeting duly called and held on October 14, 1969 adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of the Corporation:

RESOLVED that the Board of Directors of the Corporation declares advisable and recommends to the stockholders or the Corporation that the first paragraph of Article Fourth of the Certificate of Incorporation of the Corporation be amended to read as follows:

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is two hundred sixty four thousand seven hundred and fifty (264,750), of which ten thousand (10,000) shares shall be Voting Stock, one hundred thousand (100,000) shares shall be Non-Voting Class "A" Stock, one hundred fifty thousand (150,000) shares shall be Non-Voting Class "B" Stock and four thousand (4,000) shares shall be Non-Voting Class "C" Stock, all with the par value of ten cents ($0.10) per share amounting in the aggregate to twenty six thousand four hundred dollars ($26,400), and seven hundred and fifty (750) stems shall be Preferred Stock with the par value of one hundred dollars ($100) per share amounting in the aggregate to seventy five thousand dollars ($75,000).

SECOND: That the said amendment has been consented to and authorized by the holders of all of the issued and outstanding shares of each class of stock of the Corporation by a

written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware, and filed with the Corporation.

THIRD: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendments do not effect any change in the issued shares of the Corporation and the capital of the Corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., has caused its corporate seal to be hereunto affixed and this Certificate to be signed by Marvin J. Gaut, its President, and attested by John P. Denneen, its Secretary, this 28th day of January, 1970.

[Corporate Seal]

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Marvin J. Gaut, President

Attest:

By: /s/ John P. Denneen
Secretary

STATE OF NEW JERSEY)
) SS.:
COUNTY OF BERGEN)

BE IT REMEMBERED that on this 28 day of January, 1970, personally came before me Ronibeth Hatch, a Notary Public in and for the County and State aforesaid, Marvin J. Gaut, President of ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said Marvin J. Gaut, as such President, duly executed said certificate before

me and acknowledged the said certificate to be hl» .e L, and deed and the act and deed of said corporation and that the facts stated therein are true; that the signatures of the said President and of the Secretary of said corporation to said foregoing certificate are in the handwriting of the Raid President and Secretary of said corporation respectively; and that the seal affixed to said certificate is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

/s/ Ronibeth Hatch
Notary Public

CERTIFICATE OF DESIGNATION, PREFERENCES

AND RIGHTS OF $5.00 NON-CUMULATIVE $100

PAR VALUE PREFERRED STOCK OF

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

Pursuant to Section 151 of the General
Corporation Law of the State of Delaware

We, the undersigned, Marvin J. Gaut and John P. Denneen, the President and Secretary, respectively, of Environmental Research & Technology, Inc., a Delaware corporation (the "Corporation"), DO HEREBY CERTIFY that at a meeting of the Board of Directors of the Corporation, duly held and convened on February 3, 1970, the following resolution was duly adopted by said Board of Directors pursuant to authority expressly vested in them by the Certificate of Incorporation of the Corporation as amended:

WHEREAS the Certificate of Incorporation of Environmental Research & Technology, Inc. (formerly Environmental Science and Technology, Inc.) as filed with the Secretary of State of Delaware on December 2, 1968 authorized the issuance of one hundred (100) shares of Preferred Stock with the par value of One Hundred Dollars ($100) per share, amounting in the aggregate to Ten Thousand Dollars ($10,000) and granted the Board of Directors authority to fix the voting powers, designations, preferences and other rights and the qualifications, limitations or restrictions of the Preferred Stock of each series issued pursuant to such authority; and

WHEREAS a Certificate of Designation, Preferences and Rights of $5.00 Non-Cumulative $100 par value Preferred Stock of Environmental Research & Technology, Inc. was filed with the Secretary of State of Delaware on March 18, 1969 relating to said one hundred (100) shares; and

WHEREAS a Certificate of Amendment of the Certificates of Incorporation of Environmental Research & Technology, Inc. was filed on February 3, 1970 increasing the authorized number of shares of Preferred Stock from one hundred (100) to seven hundred and fifty (750) shares with the par value

of One Hundred Dollars ($100) per share amounting in the aggregate to Seventy-Five Thousand Dollars ($75,000);

NOW THEREFORE it is RESOLVED that an increase in the number of shares of Preferred Stock set forth in the resolution contained in the Certificate of Designation, Preferences and Rights of $5.00 Non-Cumulative $100 par value Preferred Stock of Environmental Research & Technology, Inc. filed with the Secretary of State of Delaware on March 18, 1969 from one hundred (100) to seven hundred and fifty (750) shares be and is authorized and directed.

IN WITNESS WHEREOF, this Certificate has been made under the seal of said Environmental Research & Technology, Inc. and has been signed by the undersigned, said Marvin J. Gaut, its President, and attested by said John P. Denneen, its Secretary, respectively, March 17, 1970.

/s/ Marvin J. Gaut

Attest:

/s/ John P. Denneen
Secretary

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.
[Corporate Seal]

STATE OF NEW JERSEY)
) SS.:

COUNTY OF BERGEN)

BE IT REMEMBERED that on March 17 , 1970, personally came before me, Ronibeth Hatch , a Notary Public in and for the County and State aforesaid, Marvin J. Gaut, the President of Environmental Research & Technology, Inc., a Delaware corporation, the corporation described in and on behalf of which was made the foregoing certificate, known to me to be such, and that said Marvin J. Gaut, as the President duly signed said certificate before me and acknowledged said certificate to be his act and deed and the act and deed of said corporation and that the facts stated therein are true; and that the seal affixed to said certificate and attested by the Secretary of said corporation is the corporate seal of said corporation, and that the act of sealing, executing, acknowledging and delivering said certificate was duly authorized by the Board of Directors of said corporation.

GIVEN under my hand and seal of office the day and year aforesaid.

/s/ Ronibeth Hatch
Notary Public

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

Certificate of Amendment
of
Certificate of Incorporation

* * *

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing Linder and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Environmental Research & Technology, Inc. resolutions were duly adopted setting forth a proposed amendment to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and directing that said proposed amendment be considered at a special meeting of the stockholders of said corporation called to be held on November 3, 1971. The resolution setting forth the proposed amendment is as follows:

RESOLVED that the Board of Directors of the Corporation declares advisable and recommends to the stockholders of the Corporation that the first paragraph of Article Fourth of the Certificate of Incorporation of the Corporation be amended to read as follows:

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is tour hundred sixty thousand seven hundred and fifty (460,750), of which ten thousand (10,000) shares shall be a Voting Stock, two hundred thousand “1200,000) shares shall be Non-Voting Class “A” Stock, one hundred fifty thousand (150,000) shares shall be Non-Voting Class “B” Stock and one hundred thousand (100,000) shares shall be Non-Voting Class C” Stock, all with the par value of ten cents ($0.10) per share amounting in the aggregate to forty six thousand dollars ($46,000), and seven hundred and fifty (750) shares shall be Preferred Stock with the par value of one hundred dollars ($100) per share amounting in the aggregate to seventy five thousand dollars ($75,000).

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the necessary number of shares of each clams of stock of laid corporation as required by statute was voted in favor of the amendment.

THIRD: That such amendment has been duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That said amendments do not effect any change in the issued shares of said corporation and the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., has caused its corporate seal to be hereunto affixed and this Certificate to be signed by Marvin J. Gaut, its President, and attested by John P. Denneen, its Secretary, this 3rd day of November, 1971.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

[SEAL]

By /s/ Marvin J. Gaut
President

Attest:

/s/ John P. Denneen
Secretary

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

Certificate of Amendment
of
Certificate of Incorporation

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Environmental Research & Technology, Inc. duly held on March 28, 1972 resolutions were duly adopted setting forth a proposed amendment, as hereinafter set forth, to the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and directing that said proposed amendment be considered at the next annual meeting of the stockholders of said corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED,

(1) that the Board of Directors of the Corporation declares advisable and recommends to the stockholders of the Corporation that Article FOURTH of the Certificate of Incorporation of the Corporation, as heretofore amended, shall be further amended so that as amended, said Article FOURTH shall read in its entirety as follows:

"FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is Two Million Seven Hundred and Fifty (2,000,750), of which Two Million (2,000,000) shares shall be Common Stock with the par value of Ten Cents ($0.10) per share, amounting in the aggregate to Two Hundred Thousand Dollars ($200,000), and Seven Hundred and Fifty (750) shares shall be Preferred Stock with the par value of One Hundred Dollars ($100) per share amounting in the aggregate to Seventy Five Thousand Dollars($75,000).

The Preferred Stock may be issued from time to time in one or more series. The powers, designations, preferences and other rights and the qualifications, limitations or restrictions of the Preferred Stock of each series shall be such as are stated and expressed in this Article Fourth and to the extent not stated and expressed herein, shall be such as may be fixed by the board of directors (authority so to do being hereby expressly

granted) and stated and expressed in the resolution or resolutions adopted by the board of directors providing for the initial issue of Preferred Stock of such series. Such resolution or resolutions shall (a) fix the dividend rights of holders of the shares of such series, (b) fix the terms on which stock of such series may be redeemed if the shares of such series are to be redeemable, (c) fix the rights of the holders of stock of such series upon dissolution or any distribution of assets, (d) fix the terms or amounts of the sinking fund, if any, to be provided for the purchase or redemption of stock of such series, (e) fix the terms upon which the stock of such series may be converted into or exchanged for stock of any other class or classes or of any one or more series of Preferred Stock if the shares of such series are to be convertible or exchangeable, (f) fix the voting rights, if any, of the shares of such series and (g) fix such other powers, designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof desired to be so fixed."

(2) that the Board of Directors of the Corporation directs that the amendment proposed be considered at the next Annual Meeting of Stockholders; and

(3) that effective upon the filing with the Secretary of State of Delaware, in accordance with subsection (c) of Section 103 of the General Corporation Law of the State of Delaware, of a certificate of amendment to the Certificate of Incorporation of the Corporation to the foregoing effect, each issued and outstanding share of Voting Stock, Non-Voting Class "A" Stock, Non-Voting Class "B" Stock and Non-Voting Class "C" Stock of the Corporation shall be reclassified as and converted into one share of Common Stock of the Corporation.

SECOND: That thereafter, pursuant to the aforesaid resolution of its Board of Directors, the 1972 Annual Meeting of Stockholders of said corporation was duly called and held on April 14, 1972 upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the necessary number of shares of each class of stock of said corporation as required by statute was voted in favor of the amendment.

THIRD: That such amendment has been duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., has caused its corporate seal to be hereunto affixed and this Certificate to be signed by Marvin J. Gaut, its President, and attested by John P. Denneen, its Secretary, this 27th day of April, 1972.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

[SEAL]

By /s/ Marvin J. Gaut
President

Attest:

/s/ John P. Denneen
Secretary

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

CERTIFICATE WITH RESPECT TO PURCHASE OF PREFERRED STOCK,
RESTORATION OF SUCH SHARES TO AUTHORIZED AND
UNISSUED STATUS AND REDUCTION OF CAPITAL

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: That, pursuant to the provisions of Section 244 of the General Corporation Law of the State of Delaware, an aggregate of $10,000 of the Corporation's capital was applied in connection with the redemption of the One Hundred (100) issued and outstanding shares of the $100.00 par value $5.00 Non-Cumulative Preferred Stock of the Corporation, which amount was equal to the aggregate par value of such shares. The shares so acquired, upon their acquisition, became retired shares, and, since the reissuance of such shares is not prohibited, have resumed the status of authorized and unissued shares.

SECOND: That, pursuant to the provisions of Section 244 of the General Corporation Law of the State of Delaware, the capital of the Corporation is hereby reduced by the amount of Ten Thousand Dollars ($10,000), applied to the redemption of said One Hundred (100) purchased shares of $5.00 Non-Cumulative Preferred Stock, as specified by a resolution of the board of directors of the Corporation adopted at a meeting thereof held on June 26, 1973.

THIRD: That the assets of the Corporation remaining after such reduction of capital are sufficient to pay any debts of the Corporation for which payment has not been otherwise provided.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. has caused its corporate seal to be affixed and this Certificate to be signed by its officers thereunto duly authorized this 31 day of July, 1973.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Marvin J. Gaut
President

Attest:

/s/ Alice D. Gaut
Assistant Secretary

CERTIFICATE OF MERGER

OF

COMERT, INC.,
a Delaware corporation,

INTO

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.,
a Delaware corporation

****

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY THAT:

FIRST: The name and state of incorporation of each constituent corporation of the merger is as follows:

NAME	STATE OF INCORPORATION
Comert, Inc.	Delaware
Environmental Research & Technology, Inc.	Delaware

SECOND: An agreement and plan of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name .of the surviving corporation of the merger is Environmental Research & Technology, Inc., a Delaware corporation.

FOURTH: The certificate of incorporation of Environmental Research & Technology, Inc., a Delaware corporation, which is the surviving corporation of the merger, as

heretofore amended, shall be the certificate of incorporation of the surviving corporation, except that, upon the effectiveness of the merger, Article FOURTH of such certificate of incorporation shall be further amended to read in its entirety as follows:

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares, all of which shall be common stock of the par value of one cent ($0.01) each, amounting in the aggregate to ten dollars ($10).

FIFTH: The executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 696 Virginia Road, Concord, Massachusetts 01742.

SIXTH: A copy of the agreement and plan of merger will be furnished, on request and without cost, to any stock-holder of any constituent corporation.

SEVENTH: This Certificate of Merger shall be effective at the close of business on the date on which it is filed with the Secretary of State of Delaware.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. has caused this certificate to be signed by Marvin J. Gaut, its Chairman of the Board of Directors, and Alice D. Gaut, its Assistant Secretary, this 14 day of May, 1979.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Marvin J. Gaut
Chairman of the Board of Directors

[Corporate Seal]

ATTEST:

/s/ Alice D. Gaut
Alice D. Gaut
Assistant Secretary

CERTIFICATE OF REDUCTION

OF CAPITAL

OF

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

* * * * *

Environmental Research & Technology, Inc. (the “Corporation”), a corporation organized and existing under the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY THAT:

FIRST: At a meeting of the Board of Directors of the Corporation held on March 14, 1979, a resolution was duly adopted approving and submitting to the stockholders of the Corporation an agreement and plan of merger of Comert, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, with and into the Corporation, which agreement and plan of merger provides for a reduction of capital of the Corporation in the manner and to the extent set forth below.

SECOND: Such agreement and plan of merger has been approved, adopted, certified, executed and acknowledged by the Corporation and Comert, Inc., which are the constituent corporations to such merger, in accordance with the requirements of subsection (c) of section 251 of the General

Corporation Law of the State of Delaware.

THIRD: A certificate of merger with respect to such merger, dated the date hereof and executed in accordance with section 103 of the General Corporation Law of the State of Delaware, has been filed with the Secretary of State of Delaware in accordance with the requirements of subsection (c) of section 251 of the General Corporation Law of the State of Delaware, which certificate of merger provides that the certificate of merger shall become

effective at the close of business on the date of the filing of such certificate of merger with the Secretary of State of Delaware.

FOURTH: Upon the effectiveness of such merger, the Certificate of Incorporation of the Corporation, which is the surviving corporation of the merger, as such Certificate of Incorporation has heretofore been amended, is further amended to reduce the total number of shares of stock which the Corporation has authority to issue to one thousand (1,000) shares of common stock of the par value of one cent ($0.01) each ("New Common Stock"), all of which will, upon the effectiveness of such merger, be issued and outstanding.

FIFTH: Pursuant to the provisions of Section 244 of the General Corporation Law of the State of Delaware, upon the effectiveness of such merger and of this Certificate of Reduction of Capital, the capital of the Corporation is reduced by the amount of One Hundred Twenty-Seven Thousand Ninety-Six Dollars and Sixty Cents ($127,096.60), which reduction is effected as follows:

(a) by eliminating $1,539.10, representing an amount of capital of the Corporation equal to the aggregate par value of 15,391 shares of the common stock, par value $0.10 per share, of the Corporation ("Old Common Stock") issued and held in the treasury of the Corporation immediately prior to the effectiveness of the merger, which shares of Old Common Stock are, pursuant to the terms of the agreement and plan of merger referred to above, automatically retired upon the effectiveness of the merger; and

(b) by transferring from capital to surplus $125,557.50, representing the amount of capital of the Corporation in excess of the aggregate par value of the 1,000 shares of New Common Stock issued and outstanding upon the effectiveness of the merger.

SIXTH: The assets of the Corporation remaining after such reduction are sufficient to pay any debts, the payment of which has not been otherwise provided for.

SEVENTH: This Certificate of Reduction of Capital shall be effective at the close of business on the date on which it is filed with the Secretary of State of Delaware.

IN WITNESS WHEREOF, said Environmental Research & Technology, Inc. has caused this certificate to be signed by Marvin J. Gaut, its Chairman of the Board of Directors, and attested by Alice D. Gaut, its Assistant Secretary, this 14th day of May, 1979.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Marvin J. Gaut
Chairman of the Board of Directors

[SEAL]

ATTEST:

/s/ Alice D. Gaut
Assistant Secretary

CERTIFICATE OF MERGER

OF

ECOLOGY CONSULTANTS, INC.
a Delaware corporation,

INTO

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.
a Delaware corporation

****

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY THAT:

FIRST: The name and state of incorporation of each constituent corporation of the merger is as follows:

NAME	STATE OF INCORPORATION
Ecology Consultants, Inc.	Delaware
Environmental Research & Technology, Inc.	Delaware

SECOND: An agreement and plan of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is Environmental Research & Technology, Inc., a Delaware corporation.

FOURTH: The certificate of incorporation of Environmental Research & Technology, Inc., a Delaware corporation, which is the surviving corporation of the merger, shall be the certificate of incorporation of the surviving corporation.

FIFTH: The executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 696 Virginia Road, Concord, Massachusetts 01742.

SIXTH: A copy of the agreement and plan of merger will be furnished, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: This Certificate of Merger shall be effective at 12:01 a.m., January 1, 1980, provided it shall have been filed with the Secretary of State of Delaware before that time.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. has caused this certificate to be signed by its NORMAN E. GAUT, its President and THOMAS M. ZIMMER, its General Counsel, this 24th day of December, 1979.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Norman E. Gaut

[Corporate Seal]

ATTEST:

/s/ Thomas M. Zimmer

RESTATED CERTIFICATE OF INCORPORATION

OF

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

The name of the Corporation is Environmental Research Technology, Inc. It was originally incorporated under the name Environmental Science and Technology, Inc. and its original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 2, 1968. This Restated Certificate of Incorporation was adopted by the board of directors in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware.

FIRST: The name of the corporation is Environmental Research & Technology, Inc.

SECOND: The registered office of the Corporation in the State of Delaware is to be located at No. 100 West Tenth Street, Wilmington, New Castle County. Its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) shares, all of which shall be common stock of the par value of one cent ($0.01) each, amounting in the aggregate to ten dollars ($10).

FIFTH: The name of the incorporator is John P. Dennee and his mailing address is Boom 1410, 25 Broad Street, New York, New York, 10004.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: The private property of the stockholders shall not be subject to the payment of the corporate debts to any extent whatever except as otherwise provided by law.

EIGHTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

A. To make, alter or repeal the by-laws of the corporation;

B. To authorize and cause to be executed mortgages and liens, with or without limit as to amount, upon the real and persona' property of the corporation;

C. To authorize the guaranty by the corporation of securities, evidences of indebtedness and obligations of other persons, corporations and business entities;

D. By resolution adopted by a majority of the whole board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the board of directors to act at the meeting in the place of any absent or disqualified member. All corporate powers of the corporation shall be exercised by the board of directors except as otherwise provided herein or by law.

NINTH: Any property of the corporation less than all of its assets including goodwill and its corporate franchise, deemed by the board of directors to be not essential to the conduct of the business of the corporation, may be sold, leased, exchanged or otherwise disposed of by authority of the board of directors. Ali of the property and assets of the corporation including its goodwill and its corporate franchises, may be sold, leased or exchanged upon such terms and conditions and for such consideration (which may be in whole or in part shares of stock and/or other securities of any other corporation or corporations) as the board of directors shall deem expedient and for the Best interests of the corporation, when and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called for that purpose upon least 20 days' notice containing notice of the proposed sale, lease or exchange, or when authorized by the written consent of the polders of a majority of the voting stock issued and outstanding.

TENTH: A director or officer of the corporation shall not be disqualified by his office from dealing or contracting with the corporation either as a vendor, purchaser or otherwise, nor shall any transaction or contract of the corporation be void or voidable by reason of the-fact that any director or officer or any firm of which any director or officer is a member or any corporation of which any director or officer is a stockholder, officer or director, is in any way interested in such transaction or contract, provided that such transaction or contract is or shall be authorized, ratified or approved either (1) by a vote of a majority of a quorum of the board of directors or of an executive committee thereof, without counting in such majority any director so interested (although any director so interested may be included in such quorum), or (2) by a majority of a quorum of the stockholders entitled to vote at any meeting. No director or officer shall be liable to account to the corporation for any profits realized from any such

transaction or contract authorized, ratified or approved as aforesaid by reason of the fact that he, or any firm of which he is a member or any corporation of which he is a stockholder, officer or director was interested in such transaction or contract. Nothing herein contained shall create liability in the events above described or prevent the authorization, ratification or approval of such contracts in any other manner permitted by law.

ELEVENTH: No person shall be liable to the corporation for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the corporation in good faith, if such person (i) exercised or used the same degree of diligence, care and skill as an ordinarily prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (ii) took, or omitted to take, such action in reliance upon advice of counsel for the corporation, or upon statements made or information furnished by officers or employees of the corporation which he had reasonable grounds to believe to be true, or upon a financial statement of the corporation prepared by an officer or employee of the corporation in charge of its accounts or certified by a public accountant or firm of public accountants.

TWELFTH: Any contract, transaction or set of the corporation or of the board of directors which shall be approved or ratified by a majority of a quorum of the stockholders entitled to vote at any meeting shall be as valid and binding as though approved or ratified by every stockholder of the corporation; but any failure of the stockholders to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed in any way to invalidate the same or to deprive the corporation, its directors or officers of their right to proceed with such contract, transaction or act.

THIRTEENTH: Every person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, reason of the fact that he or a person of whom he is the legal representative is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent legally permissible under the General Corporation Law of the State of Delaware against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person.

Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any by-law, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may adopt by-laws from time to time with respect to indemnification to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Delaware and may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person find incurred in any such capacity or

arising out of such status, whether or not the corporation would have the power to indemnify such person against such liability.

FOURTEENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

FIFTEENTH: Meetings of stockholders and directors may be held within or without the State of Delaware, as the by-laws may provide. The books of account of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of

directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

SIXTEENTH: Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting and vote of stockholders may be dispensed with if a written consent to such corporate action is signed by the holders of 51% of the stock who would have been entitled to vote upon such corporate action if a meeting were held; provided that in no case shall a written consent be by the holders of stock having less than the minimum percentage of the vote required herein or by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

SEVENTEENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, said ENVIRONMENTAL 'RESEARCH & TECHNOLOGY, INC., has caused its corporate seal to be hereunto affixed and this Certificate to be signed by Robert B. Harlan, Jr., its Executive Vice President, and attested by Jerome W. Breslow, its Secretary, this 18th day of December, 1979.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Robert B. Harlan, Jr.
Executive Vice President

CORPORATE SEAL
[SEAL]

ATTEST:

/s/ Jerome W. Breslow
Secretary

CERTIFICATE OF MERGER

OF

ENVIRONMENTAL EQUIPMENT LEASING CO.
a Colorado corporation,

INTO

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.
a Delaware corporation

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY THAT:

FIRST: The name and state of incorporation of each constituent corporation of the merger is as follows:

Name	State of Incorporation
Environmental Equipment Leasing Co.	Colorado
Environmental Research & Technology, Inc.	Delaware

SECOND: An agreement and plan of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is Environmental Research & Technology, Inc., a Delaware corporation.

FOURTH: The restated certificate of incorporation of Environmental Research & Technology, Inc., a Delaware corporation, which is the surviving corporation of the merger, shall be the certificate of incorporation of the surviving corporation.

FIFTH: The executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 696 Virginia Road, Concord, Massachusetts 01742.

SIXTH: A copy of the agreement and plan of merger will be furnished, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: This Certificate of Merger shall be effective at 12:00 AM, January 2, 1982, provided it shall have been filed with the Secretary of State of Delaware before that time.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. has caused this certificate to be signed by Norman L. Gaut, its President, and Thomas M. Zimmer, its Assistant Secretary, this 22nd day of December, 1981.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Norman E. Gaut
Norman E. Gaut, President

[Corporate Seal]

ATTEST:

/s/ Thomas M. Zimmer
Thomas M. Zimmer, Assistant Secretary

OF

WESTERN SCIENTIFIC SERVICES, INC. a Colorado corporation,

INTO

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. a Delaware corporation

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC., a corporation organized and existing under the laws of the State of Delaware,

DOES HEREBY CERTIFY THAT:

FIRST: The name and state of incorporation of each constituent corporation of the merger is as follows:

Name	State of Incorporation
Western Scientific Services, Inc.	Colorado
Environmental Research & Technology, Inc.	Delaware

SECOND: An agreement and plan of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (e) of Section 255 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation c' the merger is Environmental Research & Technology, Inc., a Delaware corporation.

FOURTH: The restated certificate of incorporation of Environmental Research & Technology, Inc., a Delaware corporation, which is the surviving corporation of the merger, shall be the certificate of incorporation of the surviving corporation.

FIFTH: The executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 06 Virginia Road, Concord, Massachusetts 01742.

SIXTH: A copy of the agreement and plan of merger will be furnished, on request and without colt, to any stockholder of any constituent corporation.

SEVENTH: This Certificate of Merger shall be effective at 12:00 AM, January 2, 1982, provided it shall have been filed with the Secretary of State of Delaware before that time.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. has caused this certificate to be signed by Norman E. Gaut, its President, and Thomas M. Zimmer, its Assistant Secretary, this 22nd day of December, 1981.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By /s/ Norman E. Gaut
Norman E. Gaut, President

[Corporate Seal]

ATTEST:

/s/ Thomas M. Zimmer
Thomas M. Zimmer, Assistant Secretary

CERTIFICATE OF AMENDMENT

OF

RESTATED CERTIFICATE OF INCORPORATION

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.. a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"), DOES HEREBY CERTIFY:

FIRST: That Resource Engineering, Inc., a Texas corporation, the sole stockholder of the Company, by unanimous written consent dated December 23, 1986, adopted a resolution authorizing the following amendment to the Restated Certificate of Incorporation of the Company:

RESOLVED, that the Restated Certificate of Incorporation of ENVIRONMENTAL RESEARCH TECHNOLOGY, INC. be amended by changing the First Article thereof so that, as amended, said article shall be and read as follows:

"FIRST: The name of the corporation is ERT, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC. has caused this certificate to be signed by Dick Brown, its President and attested by Robert M. Zoch, Jr. its Secretary, this 23rd day of December, 1986.

ENVIRONMENTAL RESEARCH & TECHNOLOGY, INC.

By: /s/Dick Brown
Dick Brown, President

ATTEST:

By: /s/Robert M. Zoch, Jr.
Robert M. Zoch, Jr., Secretary

CERTIFICATE OF MERGER

OF

NORTHERN TECHNICAL SERVICES, INC.

INTO

ERT, INC.

****

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

NAME	STATE OF INCORPORATION
Northern Technical Services, Inc.	Alaska
ERT, Inc.	Delaware

SECOND: That the Plan and Agreement of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of subsection (c) of section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is ERT, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of ERT, Inc., a Delaware corporation shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Plan and Agreement of Merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 696 Virginia Road, Concord, Massachusetts 01742.

SIXTH: That a copy of the Plan and Agreement of Merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of each foreign corporation which is a party to the merger is as follows:

Corporation	Class	Number of Shares	Par value per share or statement that

			shares are without par value
Northern Technical Services, Inc.	Common	1,000,000	No par

EIGHTH: This Certificate of Merger shall be effective on April 1, 1987.

Dated: April 1, 1987.

ERT, Inc.

By: /s/
President

ATTEST:

By: /s/
Secretary

CERTIFICATE OF MERGER

OF

ENSR Technology, Inc., ENSR Constructors, Inc.,
ERT Information Services, Inc., ENSR Services, Inc.,
Sun Environmental, Inc., Environmental Health Associates, Inc.

into

ERT, INC.

The undersigned corporations

DO HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

Name	State of Incorporation
ENSR Technology, Inc.	Texas
ERT Information Services, Inc.	Texas
ENSR Constructors, Inc.	Texas
Sun Environmental, Inc.	Delaware
ENSR Services, Inc.	Delaware
Environmental Health Associates, Inc.	California
ERT, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is ERT, Inc., which shall herewith be changed to ENSR corporation, a Delaware Corporation.

FOURTH: That the Certificate of Incorporation of ERT, Inc. shall be the Certificate of Incorporation of the surviving corporation except that the name of the corporation shall be amended to read as follows:

“The name of the corporation is ENSR Corporation”.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 3000 Richmond, Houston, Texas 77098.

SIXTH: That a copy of the agreement of merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: That ERT, Inc., now ENSR Corporation, survives the merger and may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent Delaware corporation as well as for enforcement of any obligation of the surviving corporation arising from the merger, including any suit or other proceeding to enforce the right of any stockholder as determined in appraisal proceedings pursuant to the provisions of Section 262 of Title 8 of the Delaware Code, and it does hereby irrevocably appoint the Secretary of the State of Delaware as its agent to accept service of process in any such suit or other proceeding. The address to which a copy of such process shall be mailed by the Secretary of State of Delaware is 3000 Richmond Avenue, Suite 530, Houston, Texas 77098 until the surviving corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purpose.

EIGHT: This Certificate of Merger shall become effective on lune 17, 1988.

Dated: June 10, 1988

ERT, INC.

By /s/Michael A. Baker
Michael A. Baker
Vice President

ATTEST:

By /s/Joan B. Edwards
Joan B. Edwards
Secretary

RESTATED CERTIFICATE OF INCORPORATION
of
ENSR CORPORATION

ENSR Corporation, a corporation organized and existing under the lava of the State of Delaware hereby certifies as follows:

1. The name of the corporation is ENSR Corporation. The name under which the corporation vas originally incorporated was Environmental Science and Technology, Inc. The date of filing its original certificate of incorporation with the Secretary of the State was December 2.1968.

2. This Restated Certificate of Incorporation restates and integrates and further amends the Certificate of Incorporation of this corporation by deleting the various articles related to powers and authority of the board of directors and adding a provision for indemnification of officers and directors of the corporation.

3. The text of the Certificate of Incorporation as amended or supplemented heretofore, is hereby restated without further amendments or changes to read as herein set forth in full:

FIRST: The name of the corporation is ENSR Corporation.

SECOND: The registered office of the corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered Agent at such address is The Corporation Trust Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) shares all of which shall be common stock of the par value of $.01 each, amounting in the aggregate to Ten Dollars ($10.00).

FIFTH: The name of the incorporator is John P. Deneen, mailing address is Room 1410, 25 Broad Street, New York, New York 10004.

SIXTH: The corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of powers conferred by statute, it is further provided that:

(a) After the adoption of the By-laws of the corporation and subject to the limitations and exceptions, if any, contained the by-laws, the power to make, alter, or repeal the

by-laws, and to adopt any new by-law, shall be vested in the Board of Directors of the corporation.

(b) Election of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

(c) Subject to any applicable requirements of law, the books of the corporation may be kept outside the State of Delaware at such location as may be designated by the Board of Directors or in the By-Laws of the corporation.

EIGHTH: The corporation shall indemnify each person who at any time is, or shall have been, a director or officer of the corporation, and is threatened to be or is made a party of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the Tact that he is, or was, a director or officer of the corporation, or served at the request of the corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement incurred in connection with any such action, suit or proceeding to the maximum extent permitted by the General Corporation Law of the State of Delaware. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which any such vote of directors or stockholders or otherwise.

NINTH: To the extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, no director shall have any personal liability to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

4. This Restated Certificate of Incorporation vas duly adopted by unanimous written consent of the stockholders in accordance with the applicable provisions of Sections 226, 242 and 245 of the General Corporation Laws of the State of Delaware.

IN WITNESS WHEREOF, said Chairman of the Board has caused such Certificate to be signed by Michael A. Baker, its Vice President and attested by Joan B. Edwards, its Secretary. This as of the 30th day of June, 1988.

ENSR CORPORATION

/s/Michael A. Baker
Michael A. Baker
Vice President

ATTEST:

/s/Joan B. Edwards
Joan B. Edwards, Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

Of

NuKEM ACQUISITION CORP.

with and into

ENSR CORPORATION

Pursuant to Section 253 of the General Corporation Law of the State of Delaware, NuKEM ACQUISITION CORP., a Delaware corporation (the "Corporation"), DOES HEREBY CERTIFY:

FIRST: The Corporation is the holder of all of the outstanding shares of Common Stock (the "Shares"), of ENSR Corporation, a Delaware corporation ("ENSR").

SECOND: On June , 1991, the Board of Directors of the Corporation approved the merger (the "Merger") of the Corporation with and into ENSR pursuant to the following resolutions:

WHEREAS, the Corporation is the holder of all of the outstanding shares of Common Stock (the "Shares") of ENSR: and

WHEREAS, the Corporation and ENSR have agreed to effect a "short form merger" of the Corporation with and into ENSR.

NOW THEREFORE, BE IT RESOLVED, that in accordance with the provisions of the Section 253 of the Delaware General Corporation Law (the "GCL") and as of the Effective Time (as hereinafter defined), the Corporation shall be, and hereby is, merged (the "Merger") with and into ENSR, ENSR remaining as the surviving corporation of the Merger; and

RESOLVED, that at and as of the effective date of the Merger (the "Effective Time"), each share of Common Stock of the Corporation issued and outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into the right to receive, upon the surrender of the certificate formerly representing such share, one Share of Common Stock of ENSR; and

RESOLVED, that the Effective Time Of the Merger shall be the filing date of a Certificate of Ownership and Merger in the Office of the Secretary of State of Delaware under the applicable provisions of the GCL; and

RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized, empowered and directed to take any and all actions and steps and execute and deliver any and all documents and instruments as may be necessary or advisable in order to effectuate the foregoing resolutions, including without limitation, the execution, delivery and filing of a Certificate of Ownership and Merger under the GCL and such other documents and instruments as the officer executing the same shall determine to be appropriate or advisable.

THIRD: The Merger has been approved by the sole stockholder of the Corporation in accordance with the provisions of Section 228 of the GCL.

IN WITNESS WHEREOF, the undersigned, by its duly authorized officers, has executed and delivered this Certificate of Ownership and Merger as of June 30, 1991

Attest:

/s/Donald W. Faul
Donald W. Faul, Secretary

NuKEM ACQUISITION CORP.

By: /s/Stephen R. Beck
Stephen R. Beck, President

CERTIFICATE OF MERGER

of

ENSR Midwest, Inc., ENSR South, Inc.,
Dunne & Riley Holding Company, Inc.

into

ENSR Corporation

The undersigned corporations

DO HEREBY CERTIFY:

FIRST: That the names and states of incorporation of each of the constituent corporations of the merger are as follows:

Name	State of Incorporation
ENSR Midwest, Inc.	Texas
ENSR South, Inc.	Texas
Dunne & Riley Holding Company, Inc.	California

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is ENSR Corporation, a corporation organized and existing under the laws of the State of Delaware.

FOURTH: That the Certificate of Incorporation of ENSR Corporation shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 35 Nagog Park, Acton, Massachusetts 01720.

SIXTH: That a copy of the agreement of merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: That the respective Boards of Directors of the Constituent Corporations have approved this Certificate of Merger; and whereas the authorized number of shares of ENSR Midwest, Inc. is 100,000 common shares, par value of $1.00 per share, of which ENSR Corporation owns all issued and outstanding shares; and whereas the authorized number of shares of ENSR South, Inc. is 10,000 common shares, par value of $1.00 per share, of which ENSR Corporation owns all issued and outstanding shares; and whereas the authorized number

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of shares of Dunne & Riley Holding Company, Inc. is 10,000 common shares, without par value, of which ENSR Corporation owns all issued and outstanding shares.

EIGHTH: This Certificate of Merger shah] become effective on June 30, 1997.

Dated: June 26, 1997

ENSR Corporation

By: /s/Robert C. Petersen
Robert C. Petersen
President

ATTEST:

By: /s/Edward R. Bernice
Edward R. Bernice
Vice President, Secretary

CERTIFICATE OF MERGER

OF

ENSR East, Inc.

Into

ENSR Corporation

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of the constituent corporation of the merger is as follows:

Name	State of Incorporation
ENSR East, Inc.	Delaware

SECOND: That an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations and in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is ENSR Corporation, a corporation organized and existing under the laws of the State of Delaware.

FOURTH: That the Certificate of Incorporation of ENSR Corporation shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed agreement of merger is on file at the principal place of business of the surviving corporation. The address of said principal place of business is 35 Nagog Park, Acton, Massachusetts 01720.

SIXTH: That a copy of the agreement of merger will be furnished on request and without cost to any stockholder of any constituent corporation.

SEVENTH: This Certificate of Merger shall become effective on June 30, 1997.

Dated: June 26, 1997

ENSR Corporation

By: /s/Robert C. Petersen
Robert C. Petersen
President

ATTEST:

By: /s/Edward R. Bernice
Edward R. Bernice
Vice President, Secretary

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
******

ENSR CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board adopted a resolution proposing and declaring advisable the following amendment to the Restated Certificate of Incorporation of said corporation:

RESOLVED, that the Restated Certificate of Incorporation of ENSR Corporation be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"FIRST: The name of the corporation is AECOM, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

FOURTH: That this Certificate of Amendment of the Restated Certificate of Incorporation shall be effective on November 10, 2008.

IN WITNESS. WHEREOF, said Board of Directors has caused this certificate to be signed by Kerry S. Adams, its Chief Financial Officer, Secretary and Treasurer, this 28 day of October, 2008.

/s/Kerry S. Adams

By Chief Financial Officer, Secretary and Treasurer
(Title)

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

AECOM, Inc.

AECOM, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies as follows:

FIRST: That the following resolution was duly adopted by unanimous vote of the Board of Directors of the Corporation on January 5, 2015, proposing the following amendment to the Certificate of Incorporation of the Corporation:

RESOLVED, that the Board declares it advisable and in the best interests of the Corporation to amend the Certificate of Incorporation of the Corporation to change the Corporation name to AECOM C&E, Inc.

FURTHER RESOLVED, that Board hereby approves the preparation and filing of a Certificate of Amendment to the Certificate of Incorporation of the Corporation (the "Certificate of Amendment") to effect the name change of the Corporation.

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized to execute, deliver and file the Certificate of Amendment with the Secretary of State of Delaware and to pay any fees related to such Ming.

SECOND: That the Certificate of Incorporation of the Corporation be amended by changing the FIRST Article thereof so that, as amended said Article shall read as follows:

"FIRST: The name of the Corporation is AECOM C&E, Inc.

THIRD: The aforesaid amendment to the Certificate of Incorporation will take effect on the 5th day of January, 2015.

FOURTH: The aforesaid amendment to the Certificate of Incorporation was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

FIFTH: All other provisions of the Certificate of Incorporation shall remain in full force and effect.

IN WITNESS WHEREOF. the Corporation has caused this Certificate of Amendment to be signed this 5th day of January, 2015.

AECOM,

By: /s/Jon Mahoney
Name: Jon Mahoney
Title: Director and Secretary

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING

GALSON CORPORATION
(a New York corporation)

INTO

AECOM C&E, INC.
(a Delaware corporation)

(PURSUANT TO SECTION 253 OF THE DELAWARE GENERAL CORPORATION LAW)

AECOM C&E, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), does hereby certify:

1. The Company is the owner of one hundred percent (100%) of the outstanding shares of each class of capital stock of Galson Corporation, a corporation organized and existing under the laws of the State of New York (the "Subsidiary").

2. The Company, by the following resolutions adopted on October 2, 2015 by the Board of Directors of the Company, hereby merges the Subsidiary into the Company, with the Company as the surviving corporation (the "Merger"):

"Approval of Short Form Merger

WHEREAS, the Company is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of each class of stock of Galson Corporation, a New York corporation (the "Subsidiary");

WHEREAS, it is deemed to be advisable and in the best interests of the Company and its stockholders that the Company consolidate its operations by merging the Subsidiary with and into the Company (the "Merger") in accordance with the terms and conditions set forth in the Agreement and Plan of Merger (the "Plan of Merger") attached to this resolution as Appendix A;

WHEREAS, Section 253 of the Delaware General Corporation Law (the "DGCL") provides that if a parent corporation owns at least ninety percent (90%) of the outstanding shares of each class of stock of a subsidiary corporation, such subsidiary corporation may be merged with and into the parent upon, among other things, the adoption of an appropriate resolution by the Board of Directors of the parent corporation and the filing of a Certificate of Ownership and Merger with the Delaware Secretary of State;

WHEREAS, Section 907(c) of the New York Business Corporation Law (the "NYBCL") provides that if a foreign parent corporation owns at least ninety percent (90%) of the outstanding shares of each class of stock of a domestic subsidiary corporation, such subsidiary corporation may be merged with and into the parent upon, among other things, the adoption of appropriate resolutions and a Plan of Merger by the Boards of Directors of both the parent and

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subsidiary corporations, and the filing of a Certificate of Merger with the New York Department of State; and

WHEREAS, the Company intends that the merger qualifies as a tax-free statutory merger under Section 368(a)(1)(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Merger is approved and that, effective upon the filing of the Certificate of Ownership and Merger with the Delaware Secretary of State and the filing of the Certificate of Merger with the New York Department of State, the Company shall merge the Subsidiary with and into itself and assume all obligations of the Subsidiary pursuant to Section 253 of the DGCL and Section 906 of the NYBCL;

RESOLVED FURTHER, that upon the Merger becoming effective, all issued and outstanding shares of each class of stock of the Subsidiary are cancelled;

RESOLVED FURTHER, that the Certificate of Incorporation and Bylaws of the Company shall not be amended and shall remain the Certificate of Incorporation and Bylaws of the surviving corporation;

RESOLVED FURTHER, that the officers of the Company, and any of them, are each hereby authorized and directed to execute all documents, agreements and other instruments and to take such actions and perform such acts as they may deem necessary or advisable to carry out and perform the purposes of these resolutions; and

RESOLVED FURTHER, that the Company shall cause to be executed and filed and/or recorded the Certificate of Ownership and Merger and all other documents prescribed by the laws of the State of Delaware, the laws of the State of New York, and by the applicable laws of any other jurisdiction and will cause to be performed all necessary acts within Delaware, New York, and in any other applicable jurisdiction necessary and appropriate to effect the Merger.

General Authority

RESOLVED, that any and all actions, whether previously or subsequently taken by the officers of the Company which are consistent with the intent and purposes of the foregoing resolutions, shall be and the same hereby are, in all respects, ratified, approved and confirmed; and

RESOLVED FURTHER, that the officers of the Company and such persons appointed to act on their behalf pursuant to the foregoing resolutions are hereby authorized and directed in the name of the Company, and on its behalf, to execute any additional certificates, agreements, instruments or documents, or any amendments or supplements thereto, or to do or to cause to be done any and all other acts as they deem necessary, appropriate or in furtherance of the purposes of each of the foregoing resolutions and the transactions contemplated therein."

IN WITNESS WHEREOF, the Company this Certificate of Ownership and Merger to be signed by its Secretary on this 2nd day of October, 2015.

AECOM, Inc.
a Delaware corporation

By: /s/Jon B. Mahoney
Name: Jon B. Mahoney
Title: Secretary

[Signature Page to the Certificate of Ownership and Merger for AECOM C&E, Inc. and Glason Corporation]

Exhibit 3.21

ARTICLE OF INCORPORATION

OF

DANIEL, MANN, JOHNSON, & MENDENHALL

I.

The name of this corporation is:

DANIEL, MANN, JOHNSON, & MENDENHALL.

II.

The purposes for which this corporation is formed, the specific business in which the corporation is primarily to engage being set forth in paragraph (1) below, are:

(1) To carry on planning and render architectural services, engineering services, and industrial management in connection with the planning, design, preparation of working drawings, and supervision of construction of commercial buildings, hospitals, apartment house developments,, shopping centers, educational facilities, industrial plants, public works, and other structures and facilities; to engage in the general architectural and/or engineering business; and to carry on work in the missiles, space and general systems fields, including the grouping of equipment in such fields, comprising major systems and sub-systems, the design and development of individual assemblies making up major components, systems and sub-systems the application of technical and managerial skill involving planning, coordinating and concept generating to the development of broad general ideas and specifications suitable for detail hardware design in such fields, and research and development work in the design of systems or

components involving objectives that are in excess of that which are currently producible.

(2) To manufacture, buy, sell, assemble, distribute, and otherwise acquire, or to own, hold, use, sell, assign, transfer, exchange, lease, license or otherwise dispose of, and to invest, trade, deal in and with goods, supplies, and all other personal property of every class and description.

(3) To purchase, acquire, own, hold, use, lease either as lessor or lessee, rent, sublet, grant, sell, exchange, subdivide, mortgage, deed in trust, manage, improve, cultivate, develop, maintain, construct, operate, and generally deal in, any and all real estate, improved or unimproved, stores, office buildings, dwelling houses, boarding houses, apartment houses, hotels, business blocks, garages, warehouses, manufacturing plants, and other buildings of any kind or description, and any and all other property of every kind or description, real, personal and mixed, and any interest or right therein, including water and water rights, wheresoever situated, either in California, other states of the United States, the District of Columbia, territories and colonies of the United States and foreign countries.

(4) To enter into, make, perform and carry out · contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association or corporation, municipality, county, parish, state, territory, government (foreign or domestic) or other municipal or governmental subdivision.

(5) To become a partner (either general or limited or both) or joint venturer, and to enter into agreements of partnership, or joint venture agreements, with one or more other persons or corporations, for the purpose of carrying on any business whatsoever which this corporation may deem proper or convenient ln connection with any of the purposes herein set forth or otherwise, or which may be calculated, directly or indirectly, to promote the interests of this corporation or to enhance the value of its property or business.

(6) To acquire, by purchase or otherwise, the goodwill, business, property rights, franchises and assets of every kind, with or without undertaking, either wholly or in part, the liabilities, If any person, firm, association or corporation; and to acquire any property or business as a going concern or otherwise, (a) by purchase of the assets thereof wholly or in part, (b) by acquisition of the shares or any part thereof, or (c) in any other manner; and to pay for the same in cash or in the Shares C7 bonds or other evidences of indebtedness of this corporation, or otherwise; to hold, maintain and operate, or in any manner dispose of the whole or any part of the goodwill, business, rights and property so acquired, and to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all the powers necessary or convenient in and about the management of such business.

(7) To take, purchase, and otherwise acquire, own, hold, use, sell, assign, transfer, exchange, lease, mortgage, convey in trust, pledge, hypothecate, grant licenses in respect of and otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions,

improvements and processes, copyrights, trademarks and trade names, and government, state, territorial, county and municipal grants and concessions of every character which this corporation may deem advantageous in the prosecution of its business or in the maintenance, operation, development or extension of its properties.

(8) From time to time to apply for, purchase, acquire by assignment, transfer or otherwise exercise, carry out and enjoy any benefit, right, privilege, prerogative or power conferred by, acquired under or granted by any statute, ordinance, order, license, power, authority, franchise, commission, right or privilege which any government or authority or governmental agency or corporation or other public body may be empowered to enact, make or grant; to pay for, aid in, and contribute toward carrying the same into effect; and to appropriate any of this corporation's shares, bonds and/or assets to defray the costs, charges and expenses thereof.

(9) To subscribe or cause to be subscribed for, and to take, purchase and otherwise acquire, own, hold, use, sell, assign, transfer, exchange, distribute and otherwise dispose of, the whole or any part of the shares of the capital stock, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, evidences of indebtedness, notes, goodwill, rights, assets and property of any and every kind, or any part thereof, of any other corporation or corporations, association or associations, first or firms, or person or persons, together with shares, rights, units or interests in or in respect of any trust estate, now or hereafter existing, and whether created by the laws of the State of California or of

any other state, territory or country; and to operate, manage and control such properties, or any of them, either in the name of such other corporation or corporations or in the name of this corporation, and, while the owner of any of said shares of capital stock, to exercise all of the rights, powers and privileges of ownership of every kind and description, including the right to vote thereon, with power to designate some person or persons for that purpose from time to time, and to the same extent as natural persons might or could do.

(10) To promote or to aid in any manner, financially or otherwise, any person, firm, corporation or association of which any shares of stock, bonds, notes, debentures or other securities or evidences of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, debentures, notes and other obligations of such tither persons, firms, corporations or associations; and to do any other acts or things designed to protect, preserve, improve or enhance the value of such shares, bonds, notes, debentures or other securities or evidences of indebtedness.

(11) To borrow and lend money, but nothing herein contained shall be construed as authorizing the business of banking, or as including the business purposes of a commercial bank, savings bank or trust company.

(12) To issue bonds, notes, debentures or other obligations of this corporation from time to time for any of the objects or purposes of this corporation, aid to secure the same by mortgage, deed of trust, pledge or otherwise or to issue the same unsecured; to purchase or otherwise acquire its own bonds, debentures or other evidences of its indebtedness or obligations; to

purchase, hold, sell, and transfer the shares of its own capital stock to the extent and in the manner provided by the laws of the State of California as the same are now in force or may be hereafter amended.

(13) To conduct and carry on, directly or indirectly, research, development and promotional or experimental activities, and to promote or aid, financially or otherwise, any person, firm or corporation engaged in such activities, or any of them.

(14) To carry on any business whatsoever, either as principal, agent, partner or Joint venturer, which this corporation may deem proper or convenient in connection with any of the foregoing purpose or otherwise, or which may be calculated directly or indirectly to promote the interests of this corporation or to enhance the value of its property or business; and to conduct its business in this state, in other states, in the District of Columbia, in the territories and colonies of the United States, and in foreign countries.

(15) To have and to exercise all the powers conferred by the laws of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

III.

The county in the State of California where the principal office for the transaction of the business of this corporation is to be located is Los Angeles County.

IV.

This corporation is authorized to issue only one claws of shares of stock, to be called "Common Stock." The total number of shares of Common Stock which this corporation shall have authority to issue is fifty thousand (50,000). The aggregate par value of all such shares shall be five hundred thousand dollars ($500,000), and the par value of each share shall be ten dollars ($10).

V.

No distinction shall exist between the shares of this corporation or the rights of the respective holders thereof with respect thereto.

VI.

The number of directors of this corporation shall be five (5) and the names and addresses of the persons who are appointed to act as the first directors of this corporation are as follows:

Name	Address
Phillip J. Daniel	3325 Wilshire Boulevard Los Angeles 5, California 90005
Arthur E. Mann	3325 Wilshire Boulevard Los Angeles 5, California 90005
S. Kenneth Johnson	3325 Wilshire Boulevard Los Angeles 5, California 90005
Irvan F. Mendenhall	3325 Wilshire Boulevard Los Angeles 5, California 90005

Stanley A. Moe	3325 Wilshire Boulevard Los Angeles 5, California 90005

VII.

Each shareholder or subscriber to shares of this corporation shall be entitled to full preemptive or preferential rights, as such rights have been heretofore defined at common law, to purchase and/or subscribe for his proportionate part of any shares which may be issued at any time by this corporation.

VIII.

(1) No amendment of or addition of any provision to or deletion of any provision from these articles of incorporation shall be valid or effective unless adopted as follows:

(a) Before any shares have been issued or subscriptions for shares have been accepted,

(i) By a writing signed by two-thirds of the incorporators of this corporation, or

(ii) By a resolution adopted by not less than two-thirds of the members of the Board a Directors of this corporation.

(b) After any shares of this corporation have been issued or subscriptions for shares have been accepted, the vote or written consent of shareholders holding at least 90 of the voting power of this corporation.

(2) Unless approved by the vote or written consent of the shareholders entitled to exercise not less than 90 of the voting prier of this corporation, none of the following shall be made, done or effected:

(a) No sale, lease, conveyance, transfer, exchange or other disposition, mortgage, deed of trust, pledge or other hypothecation of all or substantially all of the property and assets of this corporation shall be made.

(b) This corporation shall not merge into or consolidate with any other corporation, nor shall this corporation cause or allow any other corporation to merge into or consolidate with this corporation.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this corporation and the persons named herein as the first directors or this corporation, have executed these Articles of Incorporation this 28th day of January 1960.

_____

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.

COUNTY OF LOS ANGELES

On this 28th day of January, 1960, before me, M. Madelyn Stout, a Notary Public in and for said County and State, personally appeared Phillip J. Daniel, Arthur E. Mann, S. Kenneth Johnson, Irvan F. Mendenhall and Stanley A. Moe, known to me to be the persons whose names are subscribed to the foregoing Articles of Incorporation and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

s/M. Madelyn Stout
Notary Public in and for
said County and State
M. MADELYN STOUT

My commission expires March 10, 1963

(Notarial Seal)

CERTIFICATE OF AMENDMENT
ARTICLES OF INCORPORATION
DANIEL, MANN, JOHNSON, & MENDENHALL

The undersigned, Irvan F. Mendenhall and Jack C. Handley, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected and acting President and Secretary of DANIEL, MANN, JOHNSON, & MENDENHALL, a California corporation, and further, that:

1. At a meeting of the Board of Directors of said corporation duly held at 3325 Wilshire Boulevard, Los Angeles 5, California, at 2:00 p.m., on the 21st day of July, 1960, at which meeting there was at all times present and acting, a quorum of said Board, the following resolutions were duly adopted:

"WHEREAS, it is deemed to be in the best interests of this corporation that an additional 10,000 shares of common. Stock should be authorized and that not to exceed 1,064 of such shares should be issued as hereinafter set forth.

"NOW, THEREFORE, be it resolved, that Article IV of the Articles of Incorporation of this corporation be amended to read in full as follows:

IV

'This corporation is authorized to issue only one class of shares of stock, to be called "common stock". The total number of shares of common stock which this corporation shall have the authority to issue is Sixty Thousand (60,000). The aggregate par value of all such shares shall be Six Hundred thousand Dollars ($600,000), and the part value of each share shall be Ten Dollars ($10).'

"RESOLVED, FURTHER, that the Board of Directors of this corporation hereby adopts and approves said amendment of its Articles of Incorporation.

"RESOLVED, FURTHER, that the President or an Executive Vice-President and the Secretary or an Assistant Secretary of this corporation be, and they hereby are, authorized and directed to procure the adoption and approval of the foregoing amendment by the votes or written consent of the shareholders of this corporation, and thereafter to sign and verify by their oaths and to file a certificate in the form and manner required by Sections 3672 and 3673 of the California Corporations Code and in general to do any and all things necessary to effect said amendment in accordance with the provisions of the California Corporations Code.

"RESOLVED, FURTHER, that any officer or officers of this corporation be and each of them hereby is authorized and directed to prepare and cause to be prepared, validated and signed on behalf of this corporation, an application to the Commissioner of Corporations of the State of California for a permit authorizing this corporation to issue and sell an aggregate of not to exceed 1,064 shares, of par value of $10 per share to Tevfik K. Kutay, for cash in the amount of Ten Dollars ($10) per share.

"RESOLVED, FURTHER, that upon issuance of the Appropriate permit by the Commissioner of Corporations of the State of California, pursuant to such application, the President or Executive Vice-President and Secretary be, and they hereby are, authorized and directed to sell and issue an aggregate of not to exceed 1,064 shares of common stock of this corporation, par value of Ten Dollars ($10) per share, to the aforenamed Tevfik K. Kutay, for cash in the amount of Ten Dollars ($10) per share."

2. The number of shares of said corporation consenting to such amendment of Article IV of the Articles of Incorporation is 50,000. A copy of the form of written consent executed by the holders of such shares is attached hereto and marked as Exhibit A.

3. The total number of shares of said corporation entitled to vote on or consent to adoption of said amendment is 50, 000.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 3rd day of August, 1960.

s/Irvan F. Mendenhall
Irvan F. Mendenhall, President

s/Jack C. Handley
Jack C. Handley, Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES

IRVAN F. MENDENHALL and JACK C. HANDLEY, being first duly sworn, each for himself, deposes and says:

That IRVAN F. MENDENHALL is and was at all times mentioned in the foregoing Certificate of Amendment, the President of DANIEL, MANN, JOHNSON, & MENDENHALL, the California corporation therein mentioned, and JACK C. HANDLEY is and was at all times the Secretary of said corporation; that each has read said Certificate and that the matters set forth therein are true of his own knowledge and the signatures purporting to be the signatures of the President and Secretary thereto are the genuine signatures of said President and Secretary, respectively.

s/Irvan F. Mendenhall
Irvan F. Mendenhall

s/Jack C. Handley
Jack C. Handley

Subscribed and sworn to before me
this 3rd day of August, 1960.

s/M. Madelyn Stout
M. Madelyn Stout
Notary Public in and for said
County and State.
My commission expires March 10, 1963.

EXHIBIT A

DANIEL, MANN, JOHNSON, & MENDENHALL
WRITTEN CONSENT OF SHAREHOLDERS
TO AMENDMENT OF
ARTICLES OF INCORPORATION

WHEREAS, the Board of Directors of DANIEL, MANN, JOHNSON, & MENDENHALL, a California corporation, at a meeting duly held on the) 21st day of July, 1960, duly adopted the following resolutions, approving and adopting an amendment of Article IV of the Articles of Incorporation of said corporation, which resolutions were as follows:

"WHEREAS, it is deemed to be in the best interests of this corporation that an additional 10,000 shares of common stock should be authorised and that not to exceed 1,064 of such shares- should be issued as hereinafter set forth.

"NOW, THEREFORE, be it resolved, that Article IV of the Articles of Incorporation of this corporation be amended to read in full as follows:

'IV

This corporation is authorised to issue only one class of shares of stock, to be called "common stock". The total number of shares of common stock which, this corporation shell have authority to issue is Sixty Thousand (60, 000). The aggregate par value of all such shares shall be Six Hundred Thousand Dollars ($600,000), and the par value of each share shall be Ten Dollars ($10).'

"RESOLVED, FURTHER, that the Board of Directors of this corporation hereby adopts and approves said amendment of its Articles of Incorporation.

"RESOLVED, FURTHER, THAT THE President or an Executive Vice-President and the Secretary or an Assistant Secretary of this corporation be, and they hereby are, authorised and directed to procure the adoption and approval of the foregoing amendment by the votes or written consent of the shareholders of this corporation, and thereafter to sign and verify by their oaths and to file a certificate in the form and manner required by Sections 2672 and 3672 of the California Corporations Code and in general to do any and all things necessary to effect said in accordance with the provisions of the California Corporations code.

"RESOLVED, FURTHER, that any officer or officers of this corporation be, and each of them hereby is, authorized and directed to prepare and cause to be prepared, validated and signed on behalf of this corporation, an application to the Commissioner of Corporations of the State of California for a permit authorizing this corporation to issue and sell an aggregate of not to exceed

1,064 shares, of par value of $10 per share to Tevfik K. Kutay, for cash in the amount of Ten Dollars ($10) per share.

"RESOLVED, FURTHER, that upon issuance of the appropriate permit by the Commissioner of Corporations of the State of California, pursuant to such application, the President or Executive Vice-President and Secretary be, and they hereby are, authorized and directed to sell and issue an aggregate of not to exceed 1,064 shares of common stock of this corporation, par value of Ten Dollars ($10) per share, to the afore-named Tevfik K. Kutay, for cash in the amount of Ten Dollars ($10) per share."

NOW, THEREFORE, the undersigned registered owners and holders of all outstanding shares of stock of Daniel, Mann, Johnson, & Mendenhall do hereby, in writing with respect to all said shares owned and held by them consent to and approve said resolutions, and do hereby consent to, approve and adopt said amendment to the Articles of Incorporation of said corporation, so that Article IV shall read in full as amended and met forth in said resolutions of the Board of Directors of said corporation.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names this 3rd day of August, 1960

Name	No. of Shares
s/Phillip J. Daniel Phillip J. Daniel	10,638
s/Arthur E. Mann Arthur E. Mann	10,638
s/S. Kenneth Johnson S. Kenneth Johnson	10,638
s/Irvan F. Mendenhall Irvan F. Mendenhall	10,638
s/Stanley A. Moe Stanley A. Moe	7,448

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DANIEL, MANN, JOHNSON, & MENDENHALL

The undersigned, Irvan F. Mendenhall and Jack C. Handley, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected and acting President and Secretary, of Daniel, Mann, Johnson, & Mendenhall, a California corporation, and further that:

ONE: At a meeting of the Board of Directors of said corporation, duly held at 3325 Wilshire Boulevard, Los Angeles 5, California, on the 22nd day of November, 1960, at which meeting there wall at all times present and acting a quorum of the members of said Board, the following resolutions were duly adopted:

"WHEREAS, it is deemed by the Board of Directors of this corporation to be to its best interests and to the best interests of its shareholders that Article IV of its Articles of Incorporation, as amended, be amended to read as hereinafter set forth:

"NOW, THEREFORE, BE IT RESOLVED that Article IV of the Articles of Incorporation, as amended, of this corporation be amended to read its full as follows:

"IV: This corporation is authorized to issue only one class of shares of stock, to be called "Common Stock"; the total number of shares of Common Stock which this corporation shall have authority to issue shall be Ninety-six Thousand (96,000); and all such shares of Common Stock are to be without par value.

"Upon the filing in the office of the Secretary of State of the State of California at the Certificate of Amendment by which this Article IV is amended to read as herein set forth, each issued and outstanding share of stock of this corporation, par value $10, shall thereby be changed into and shall become one (1) share of Common Stock, without par value."

"RESOLVED FURTHER, that the Board of Directors of this corporation hereby adopts and approves said amendment of its Articles of Incorporation."

TWO: The number of shares of said corporation consenting in writing to such amendment at its Articles of Incorporation is 42,552. A copy at the form of written consent executed by the holders of such sharer is attached hereto marked "Exhibit A."

THREE: The total number of shares of said corporation entitled to vote on or consent to the adoption of such amendment is 50,000.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 22nd day of November, 1960.

s/Irvan F. Mendenhall
President

s/Jack C. Handley
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES

Irvan F. Mendenhall and Jack C. Handley, being first duly sworn, each for himself, deposes and says:

That Irvan F. Mendenhall is and was at all times mentioned in the foregoing Certificate of Amendment, the President of Daniel, Mann, Johnson, & Mendenhall, the California corporation therein mentioned, and Jack C. Handley is and was at all times the Secretary of said corporation; that each has read said Certificate and that the matters set forth therein are true of his own knowledge, and that the signatures purporting to be the signatures of said President and Secretary thereto are the genuine signatures of said President and Secretary, respectively.

s/Irvan F. Mendenhall

s/Jack C. Handley

Subscribed and sworn to before me
this 23rd day of November, 1960.

s/M. Madelyn Stout
Notary Public in and for said
County and State.

My commission expires March 10, 1963.

(SEAL)

DANIEL, MANN, JOHNSON, & MENDHALL

Written Consent of Shareholders to Amendment of Articles of Incorporation

WHEREAS, at a meeting of the Board of Directors of Daniel, Mann, Johnson, & Mendenhall, a California corporation, duly held at the principal office for the transaction of business of said Company at 3325 Wilshire Boulevard, Los Angeles 5, California, on November 22, 1960, at which meeting a quorum of the members of said Board was at all times present and acting, an amendment of the Articles of Incorporation, as amended, of said Company was adopted and approved by resolution of said Board amending Article IV of said Articles of Incorporation, as amended, to read as follows:

"IV: This corporation is authorized to issue only one class of shares of stock, to be called "Common Stock"; the total number of shares of Common Stock which this corporation shall have authority to issue shall be Ninety-six Thousand (96,0000); and all such shares of Common Stock are to be without par value.

"Upon the filing in the office of the Secretary of State of the State of California of the Certificate of Amendment by which this Article IV is amended to read as herein set forth, each issued and outstanding share of stock of this corporation, par value $10, shall thereby be changed into and shall become one (1) share of Common Stock, without par value."

NOW, THEREFORE, each of the undersigned registered owners and holders of shares of Common Stock of Daniel, Mann, Johnson, & Mendenhall does hereby in writing, with respect to all shares owned and held by him, adopt, approve and consent to the foregoing amendment of said Articles of Incorporation, as amended, and does hereby consent that Article IV of said Articles of Incorporation, as amended, be amended to read as herein set forth.

IN WITNESS WHEREOF, each of the undersigned has hereunto signed his name and indicated the number of shares owned by him on this 22nd day of November, 1960.

Name	Number of Shares
	10,638
	10,638
	10,638
	10,638

EXHIBIT A

CERTIFICATE OF AMENDMENT OF

ARTICLES OF INCORPORATION

OF

DANIEL, MANN, JOHNSON, & MENDENHALL

The undersigned, Irvan F. Mendenhall and L. K. Madsen, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected and acting President and Secretary of DANIEL, MANN, JOHNSON, & MENDENHALL, a California corporation, and further that:

ONE: At a meeting of the Board of Directors of said corporation, duly held at the principal office for the transaction of business of said corporation at 3325 Wilshire Boulevard, Los Angeles, California, on the 20th day of June, 1963, at which meeting there was at all times present and acting a quorum of the members of said Board, the following resolutions were duly adopted:

"WHEREAS, it is deemed by this Board of Directors to be advisable and in the best interests of this corporation and its shareholders that Article VII of the Articles of Incorporation of this corporation be deleted and stricken in its entirety from said Articles of Incorporation, and that Article VIII of said Articles of Incorporation be amended to read in full as set forth below:

"NOW, THEREFORE, BE IT RESOLVED, that the Articles of Incorporation of this corporation be amended by striking therefrom Article VII in its entirety.

"RESOLVED FURTHER, that Article VIII of the Articles of Incorporation of the corporation be renumbered Article VII and be amended to read in full as follows:

"VII.

'(1) With the exception of the original directors, no director of this corporation shall be deemed to have duly qualified as such unless he shall be the holder of record of one or more of the shares of this corporation entitled to voting power. When any director of this corporation shall cease to hold of record one or more such shares, his office as director shall be deemed to be vacant.

'(2) No amendment of or addition of any provision to or deletion of any provision from these articles of incorporation shall be valid or effective unless approved by the vote or written consent

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of shareholders holding at least 66-2/16 of the voting power of this corporation.

'(3) Unless approved by the vote or written consent of the shareholders entitled t) exercise not less than 66-2/3% of the voting power of this corporation, none of the following shall be made, done or effected:

'(a) No sale, lease, conveyance, transfer, exchange or other disposition, mortgage, deed of trust, pledge or other hypothecation of all or substantially all of the property and assets of this corporation shall be made.

'(b) This corporation shall not merge into or consolidate with any other corporation, nor shall this corporation, cause or allow any other corporation to merge into or consolidate with this corporation.'

"RESOLVED FURTHER, that this Board of Directors hereby adopts and approves said amendments of said Articles of Incorporation."

TWO: The number of shares of said corporation consenting to such amendments of its Articles of Incorporation is 83,126, all of which are common shares. A copy of the form of written consent executed by the holders of such shares is attached hereto marked Exhibit A.

THREE: The total number of shares of said corporation entitled to vote on or consent to the adoption of such amendments is 90,574, all of which are common shares.

IN WITNESS WHEREOF, the undersigned have executed this certificate of amendment this 30th day of July, 1963.

s/Irvan F. Mendenhall
President of Daniel, Mann, Johnson & Mendenhall

(Corporate Seal)

s/L. K. Madsen
Secretary of Daniel, Mann, Johnson & Mendenhall

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES

Irvan F. Mendenhall and L. K. Madsen, being first duly sworn, each for himself, deposes and says:

That Irvan F. Mendenhall is, and was at all times mentioned in the foregoing certificate of amendment, the President of DANIEL, MANN, JOHNSON, & MENDENHALL, the California corporation therein mentioned, and L. K. Madsen is, and was at all times the Secretary of said corporation; that each has read said certificate and that the matters set forth therein are true of his own knowledge and the signatures purporting to be the signatures of the President and Secretary thereto are the genuine signatures of said President and Secretary, respectively.

s/Irvan F. Mendenhall
Irvan F. Mendenhall

s/L. K. Madsen
L. K. Madsen

Subscribed and sworn to before me
this 5th day of August, 1963.

s/Mary Markos
Notary Public in and for said
County and State.

My commission expires 5-27-66.

(Notarial Seal)

WRITTEN CONSENT OF SHAREHOLDERS TO AMENDMENT OF ARTICLES OF INCORPORATION OF DANIEL, MANN, JOHNSON & MENDENHALL

WHEREAS, at a meeting of the Board of Directors of Daniel, Mann, Johnson & Mendenhall, a California corporation, duly held at the principal office for the transaction of business of said corporation at 3325 Wilshire Boulevard, Los Angeles, California, on June 23, 1963, at which meeting a quorum of the members of said Board was at all times present and acting, an amendment of the Article of Incorporation of said corporation was adopted and approved by resolutions of said Board striking from said Article of Incorporation, Article VII thereof in its entirety, and renumbering Article VIII as Article VII, and amending said Article to read in full as set forth below.

NOW, THEREFORE, each of the undersigned holders of shares of common stock of Daniel, Mann, Johnson & Mendenhall does, as to all shares of common stock of said corporation held by him or it of record on the date of signing this consent, hereby in writing, approves, adopts, and consents to said amendment of the Articles of Incorporation and does hereby consent that Article VII be stricken from said Articles of Incorporation and that Article VIII be renumbered Article VII and be amended to read in full as set forth below.

EXHIBIT A

IN WITNESS WHEREOF, each of the undersigned has hereunto signed his or its name and the date of signing.

Name of Stockholder	Date	Number of Shares
Phillip J. Daniel	, 1963	
Arthur E. Mann	, 1963	
S. Kenneth Johnson	, 1963	
Irvan F. Mendenhall	, 1963	
Stanley A. Moe	, 1963	
Tevfik K. Kutay	, 1963	
Daniel, Mann, Johnson & Mendenhall de Venezuela, a Venezuelan corporation	, 1963	
By: _____ President	, 1963	
By: _____ Secretary		

Text of Proposed, Amended and Renumbered Article VII of Articles of Incorporation of Daniel, Mann, Johnson & Mendenhall.

"(1) With the exception of the original directors, no director of this corporation shall be deemed to have duly qualified as such unless he shall be the holder of record of one or more of the shares of this corporation entitled to voting power. When any director of this corporation shall cease to hold of record one or more such shares, his office as director shall be deemed to be vacant.

"(2) No amendment of or addition of any provision to or deletion of any provision to or deletion of any provision from these articles of incorporation shall be valid or effective unless approved by the vote or written consent of shareholders holding at least 66-2/3% of the voting power of this corporation.

"(3) Unless approved by the vote or written consent of the shareholders entitled to exercise not less than 66-2/3% of the voting power of this corporation, none of the following shall be made, done or affected:

"(a) No sale, lease, conveyance, transfer, exchange or other disposition, mortgage, deed of trust, pledge or other hypothecation of all or substantially all of the property and assets of this corporation shall be made.

"(b) This corporation shall not merge into or consolidate with any other corporation, nor shall this corporation cause or allow any other corporation to merge into or consolidate with this corporation."

DANIEL, MANN, JOHNSON, & MENDENHALL

Certificate of Amendment of
Articles of Incorporation

The undersigned, Irvan F. Mendenhall and C. L. Carlson, do hereby certify that they are, respectively, and have been at all times herein mentioned, the duly elected and acting President and Secretary of Daniel, Mann, Johnson, & Mendenhall, a California corporation, and further that;

1. At a special meeting of the Board of Directors of said corporation duly held at 3325 Wilshire Boulevard, Los Angeles, California, on March 27, 1967, the following resolution was adopted:

RESOLVED, that ARTICLE IV of the Articles of Incorporation of this corporation be amended to read in full as follows:

"IV. This corporation is authorized to issue only one class of shares of stock to be called 'Common Stock'; the total number of shares of Common Stock which this corporation shall have authority to issue shall be One Hundred Twenty Thousand (120,000); and all such shares of Common Stock are to be without par value."

2. The shareholders adopted said amendment by written consent. The wording of the amendment as set forth in the shareholders' written consent is the same as that set forth in the directors' resolution in paragraph 1 of this Certificate.

3. The number of shares entitled to consent to said amendment is 90,574 and the number of shares represented by written consents to said amendment is 90,574 and the number of shares represented by written consents to said amendment is 60,545.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 18th day of April, 1967.

/s Irvan F. Mendenhall

President

/s C. L. Carlson

Secretary

The undersigned, Irvan F. Mendenhall, President, and C. L. Carlson, Secretary, of Daniel, Mann, Johnson, & Mendenhall, each certifies under penalty of perjury that the matters set forth in the foregoing Certificate of Amendment are true and correct.

Executed at Loa Angeles, California, on April 18, 1967.

/s Irvan F. Mendenhall

/s C. L. Carlson

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DANIEL, MANN, JOHNSON, & MENDENHALL

IRVAN F. MENDENHALL and CHARLES L. CARLSON certify:

1. That they are the President and the Secretary, respectively, of DANIEL, MANN, JOHNSON, & MENDENHALL, a California corporation.

2. That at a meeting of the Board of Directors of the corporation, duly held at Los Angeles, California, on October 27, 1970, the following resolution war adopted:

WHEREAS, it is deemed by this Board of Directors to be advisable and in the best interests of this corporation and its shareholders that the number of shares authorized for issuance be increased;

NOW, THEREFORE, BE IT RESOLVED, that Article IV of the Articles of Incorporation of this corporation be amended to read in full as follows:

"IV.

This corporation is authorized to issue only one class of shares of stock to be called 'Common Stock'; the total number of shares or Common Stock, which this corporation shall have authority to issue shall be One Hundred Forty Thousand (140,000); and all such shares of Common Stock are to be without par value."

3. That the shareholders have adopted and approved said amendment by written consent; and that the wording of the amended article, as set forth in the shareholder:' written consent, is the same as that set forth in the directors' resolution in Paragraph 2 above.

4. That the number of shares entitled to consent to said amendment is 55,359 and that the number of shares represented by written consents to said amendment is 81,784.

/s Irvan F. Mendenhall
Irvan F. Mendenhall, President

/s Charles L. Carlson
Charles L. Carlson, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are of his own knowledge true and correct.

EXECUTED at Los Angeles, California on October 28, 1970.

/s Irvan F. Mendenhall
Irvan F. Mendenhall, President

/s Charles L. Carlson
Charles L. Carlson, Secretary

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

OF

DANIEL, MANN, JOHNSON & MENDENHALL

IRVAN F. MENDENHALL and CHARLES L. CARLSON certify:

1. That they are the President and the Secretary-Treasurer, respectively, of DANIEL, MANN, JOHNSON & MENDENHALL.

2. That at a meeting of the board of Directors of said corporation, duly held at the City of Los Angeles, State of California, on May 26, 1970, the directors adopted a resolution amending the Articles of Incorporation of said corporation as follows:

RESOLVED, that Article VI of the Articles of Incorporation is hereby amended to read in full as follows:

"VI

"(a) The number of Directors of the corporation shall be not less than eight (8) nor more than eleven (11), the exact number of which shall be fixed by a Bylaw or amendment thereof, duly adopted by the shareholders or by the Board of Directors of the corporation.

"(b) The names and addresses of the persons appointed to act as the first Directors are:

Name	Address
Phillip J. Daniel	3325 Wilshire Boulevard Los Angeles 5, California 90005

Arthur E. Mann	3325 Wilshire Boulevard Los Angeles 5, California 90005
S. Kenneth Johnson	3325 Wilshire Boulevard Los Angeles 5, California 90005
Irvan F. Mendenhall	3325 Wilshire Boulevard Los Angeles 5, California 90005

Stanley A. Moe	3325 Wilshire Boulevard Los Angeles 5, California 90005

3. That the shareholders of said corporation have adopted said amendment by resolution at a meeting held at Los Angeles, California on June 18, 1970. That the wording of the amended Article VI, as set forth in the shareholders' resolution, is the same as that set forth in the Directors' resolution in Paragraph 2 above.

4. That the number of shares which voted affirmatively for the adoption of said resolution is 93,349 and that the total number of shares entitled to vote on or consent to said amendment is 95,359.

/s Irvan F. Mendenhall
Irvan F. Mendenhall
President

/s Charles L. Carlson
Charles L. Carlson
Secretary-Treasurer

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true and correct.

Executed at Los Angeles, California, on April 15, 1971.

/s Irvan F. Mendenhall
Irvan F. Mendenhall

/s Charles L. Carlson
Charles L. Carlson

DANIEL, MANN, JOHNSON

Certificate of Amendment

of

Articles of Incorporation

ALBERT A. DORMAN and C. L. CARLSON certify:

1. That they are the Executive Vice President and Secretary, respectively, of DANIEL, MANN, JOHNSON & MENDENHALL, a California corporation.

2. That at a meeting of the Board of Directors of said corporation held at Los Angeles, California, on May 16, 1973, the following resolutions were adopted:

"RESOLVED, that the Articles of Incorporation of DANIEL, MANN, JOHNSON & MENDENHALL, a California corporation, shall be and the same hereby are amended to read as herein set forth in full:

"I

The name of this corporation is:

DANIEL, MANN, JOHNSON & MENDENHALL.

II.

The purpose for which this corporation is formed, the specific business in which the corporation is primarily to engage being set forth in paragraph (1) below, are:

(1) To carry on planning and render architectural services, engineering services, and industrial management in connection with the planning, design, preparation of working drawings, and supervision of construction of commercial

buildings, hospitals, apartment house developments, shopping centers, educational facilities, industrial plants, public works, and other structures and facilities; to engage in the general architectural and/or engineering business; and to carry on work in the missiles, space and general systems fields, including the grouping of equipment in such fields, comprising major systems and sub-systems, the design and development of individual assemblies making up major components, systems and sub-systems, the application of technical and managerial skill involving planning, coordinating and concept generating to the development of broad general ideas and specifications suitable for detail hardware design in such fields, and research and development work in the design of systems or components involving objectives that are in excess of that which are currently producible.

(2) To manufacture, buy, sell, assemble, distribute, and otherwise acquire, or to own, hold, use, sell, assign, transfer, exchange, lease, license or otherwise dispose of, and to invest, trade, deal in and with goods, supplies, and all other personal property of every class and description.

(3) To purchase, acquire, own, hold, use, lease either as lessor or lessee, rent, sublet, grant, sell, exchange, subdivide, mortgage, deed in trust, manage, improve, cultivate, develop, maintain, construct, operate, and generally deal in, any and all real estate, improved or unimproved, stores, office buildings, dwelling houses, boarding houses, apartment houses, hotels, business blocks, garages, warehouses, manufacturing plants, and other buildings of any kind or description, real, personal and mixed, and any interest or right therein, including

water and water rights, wheresoever situated, either in California, other states of the United States, the District of Columbia, territories and colonies of the United States and foreign countries.

(4) To enter into, make, perform and carry out contracts of every kind for any lawful purpose without limit as to amount, with any person, firm, association c.lr corporation, municipality, county, parish, state, territory, government (foreign or domestic) or other municipal or governmental subdivision.

(5) To become a partner (either general or limited or both) or joint venturer, and to enter into agreements of partnership, or joint venture agreements, with one or more other persons or corporations, for the purpose of carrying any business whatsoever which this corporation may deem proper or convenient in connection with any of the purposes herein set forth or otherwise, or which may be calculated, directly or indirectly, to promote the interests of this corporation or to enhance the value of its property or business.

(6) to acquire, by purchase or otherwise, the goodwill, business, property rights, franchises and assets of every kind, with or without undertaking, either wholly or in part, the liabilities, of any person, firm, association or corporation; and to acquire any property or business as a going concern or otherwise, (a) by purchase of the assets thereof wholly or in part, (b) by acquisition of the shares or any part thereof, or (c) in any other manner; and to pay for the same in cash or in the shares or bonds or other evidences of indebtedness of this corporation, or otherwise; to hold, maintain and operate, or in

any manner dispose of the whole or any part of the goodwill, business, rights and property so acquired, and to conduct in any lawful manner the whole or any part of any business so acquired; and to exercise all the powers necessary or convenient in and about the management of such business.

(7) To take, purchase, and otherwise acquire, own, hold, use, sell, assign, transfer, exchange, lease, mortgage, convey in trust, pledge, hypothecate, grant licenses in respect of and otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, and government, state, territorial, county and municipal grants and concessions of every character which this corporation may deem advantageous in the prosecution of its business or in the maintenance, operation, development or extension of its properties.

(8) From time to time to apply for, purchase, acquire by assignment, transfer or otherwise exercise, carry out and enjoy any benefit, right, privilege, prerogative or power conferred by, acquired under or granted by any statute, ordinance, order, license, power, authority, franchise, commission, right or privilege which any government or authority or governmental agency or corporation or other public body may be empowered to enact, make or grant; to pay for, aid in, and contribute toward carrying the same into effect; and to appropriate any of this corporation’s shares, bonds and/or assets to defray the costs, charges and expenses thereof.

(9) To subscribe or cause to be subscribed for, and to take, purchase and otherwise acquire, own, hold, use, sell, assign, transfer, exchange, distribute and otherwise dispose of, the whole or any part of the shares of the capital stock, bonds, coupons, mortgages, deeds of trust, debentures, securities, obligations, evidences of indebtedness, notes, goodwill, rights, assets and property of any and every kind, or any part thereof, of any other corporation or corporations, association or associations, firm or firms, or person or persons, together with shares, rights, units or interests in or in respect of any trust estate, now or hereafter existing, and whether created by the laws of the State of California or of any other state, territory or country; and to operate, manage and control such properties, or any of them, either in the name of such other corporation or corporations or in the name of this corporation, and, while the owner of any of said shares of capital stock, to exercise all of the rights, powers and privileges of ownership of every kind and description, including the right to vote thereon, with power to designate some person or persons for that purpose from time to time, and to the same extent as natural persons might or could do.

(10) To promote or to aid in any manner, financially or otherwise, any person, firm, corporation or association of which any shares of stock, bonds, notes, debentures or other securities or evidences of indebtedness are held directly or indirectly by this corporation; and for this purpose to guarantee the contracts, dividends, shares, bonds, debentures, notes and other obligations of such other persons, firms, corporations or associations; and to do any other acts or things

designed to protect, preserve, improve or enhance the value of such shares, bonds, notes, debentures or other securities or evidences of indebtedness.

(11) To borrow and lend money, but nothing herein contained shall be construed as authorizing the business of banking, or as including the business purposes of a commercial bank, savings bank or trust company.

(12) To issue bonds, notes, debentures or other obligations of this corporation from time to time for any of the objects or purposes of this corporation, and to secure the same by mortgage, deed of trust, pledge or otherwise or to issue the same unsecured; to purchase or otherwise acquire its own bonds, debentures or other evidences of its indebtedness or obligations; to purchase, hold, sell, and transfer the shares of its own capital stock to the extent and in the manner provided by the laws of the State of California as the same are now in force or may be hereafter amended.

(13) To conduct and carry on, directly or indirectly, research, development and promotional or experimental activities, and to promote or aid, financially or otherwise, any person, firm or corporation engaged in such activities, or any of them.

(14) To carry on any business whatsoever, either as principal, agent, partner or joint venturer, which this corporation may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or which may be calculated directly or indirectly to promote the interests of this corporation or to enhance the value of its property or business; and to conduct its business in this

state, in other states, in the District of Columbia, in the territories and colonies of the United States, and in foreign countries.

(15) To have and to exercise all the powers conferred by the laws of California upon corporations formed under the laws pursuant to and under which this corporation is formed, as such laws are now in effect or may at any time hereafter be amended.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in nowise limited or restricted by any reference to or inference from the terms or provisions of any other clause, but shall be regarded as independent purposes and powers.

III

The county in the State of California where the principal office for the transaction of the business of this corporation is to be located is Los Angeles County.

IV

This corporation is authorized to issue only one class of shares, designated as ‘Common’; the total number of such shares is one million (1,000,000); and all such shares are to be without par value. On the effective date of this amendment, each such share of common stock outstanding before the amendment is split and converted into five (5) shares of common stock without par value.

V

No distinction ;hall exist between the shares of this corporation or the rights of the respective holders thereof with respect thereto.

VI

(a) The number of Directors of the corporation shall be not less than eight (8) nor more than eleven (11), the exact number of which shall be fixed by a Bylaw or amendment thereof, duly adopted by faze shareholders or by the Board of Directors of the corporation.

(b) The names and addresses of the persons appointed to act as the first Directors are:

Name	Address
Phillip J. Daniel	3325 Wilshire Boulevard Los Angeles 5, California 90005
Arthur E. Mann	3325 Wilshire Boulevard Los Angeles 5, California 90005
S. Kenneth Johnson	3325 Wilshire Boulevard Los Angeles 5, California 90005

Irvan F. Mendenhall	3325 Wilshire Boulevard Los Angeles 5, California 90005
Stanley A. Moe	3325 Wilshire Boulevard Los Angeles 5, California 90005

3. That the shareholders have adopted said amendment by written consent thereto, and that the wording of the amended Articles of Incorporation, as set forth in the shareholders' written consent, is the same as that set forth in the directors' resolution in Paragraph 2 above.

4. That the number of shares represented by such written consent is 67,378, and that the total number of shares entitled to vote on or consent to the amendment is 97,005.

/s Albert A. Dorman
ALBERT A. DORMAN

/s C. L. Carlson
C. L. CARLSON

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct. Executed at Los Angeles, California, on June 5, 1973.

/s Albert A. Dorman
ALBERT A. DORMAN

/s C. L. Carlson

MERGER AGREEMENT

THIS MERGER AGREEMENT is made and entered into as of the 27th day of March, 1984 by and between DANIEL, MANN, JOHNSON, & MENDENHALL, a California corporation (hereinafter called "DMJM"), and ATI PURCO, INC., a California corporation (hereinafter called "PURCO").

RECITALS

A. DMJM is authorized to issue One Million (1,000,000) shares of common stock, no par value, of which there are outstanding as of the date hereof 361,403 shares.

B. PURCO is authorized to issue 25,000 shares of common stock, no par value, of which there are outstanding on the date hereof 1,000 shares, All of which are owned of record and beneficially by ASHLAND TECHNOLOGY, INC., a Delaware corporation ("ATI").

C. ATI, PURCO and DMJM have entered into an Agreement and Plan of Reorganization dated as of March 27, 1984 (the "Reorganization Agreement") wherein the parties thereto have agreed that PURCO shall be merged with and into DMJM pursuant to this Merger Agreement.

D. PURCO and DMJM are hereinafter sometimes referred to as the "Constituent Corporations."

E. Prior to the effective date of the merger contemplated herein and pursuant to the Reorganization Agreement, ATI will transfer and deliver to PURCO an aggregate of Thirty-Six Million One Hundred Sixty-Six Thousand Dollars ($36,166,000) in cash and principal amount of its Notes in the form of the Note attached hereto as Exhibit A (the "Notes"), in the proportions of cash and Notes required to carry out the provisions of Article FOURTH hereof, in consideration of the issuance by PURCO of 1,000 shares of its common stock, no par value, to ATI, so that,

prior to the effective date of the merger, PURCO will be a wholly-owned subsidiary of ATI and will have and own sufficient cash and Notes in order to consummate the merger contemplated hereby.

F. The Notes will be guaranteed by Ashland Oil, Inc. a Kentucky corporation ("AOI") pursuant to a Guaranty in the form of the Guaranty attached hereto as Exhibit 9 the "Guaranty Agreement").

G. ATI, PURCO and AOI intend to apply to the Commissioner of Corporations of the State of California for permits authorizing the issuance of the Notes and the Guaranty under the Guaranty Agreement, and to request a hearing pursuant to the provisions of Section 25142 of the California Corporations Code.

H. The parties have filed an FTC Form C4 with the United States Federal Trade Commission in order to start the waiting period under Section 7A of the Clayton Act, 15 U.S.C. § 18a, running.

AGREEMENT

PURCO shall be merged with and into DMJM which shall be the Surviving Corporation and which is hereinafter sometimes referred to as the "Surviving Corporation" and PURCO shall be the disappearing corporation and is hereinafter sometimes referred to as the "Disappearing Corporation."

FIRST: So much of Article VI of the Articles of Incorporation of the Surviving Corporation as reads as follows:

"(a) The number of Directors of the corporation shall not be less than eight (8) nor more than eleven al), the exact number of which shall be

fixed by a Bylaw or amendment thereof, duly adopted by the shareholders or by the Board of Directors of the corporation."

shall, as of the effective date of the merger, be amended to read as follows:

"(a) The number of Directors of the corporation shall be four."

Except as hereby amended, the Articles of Incorporation of the Surviving Corporation, as in effect on the effective date of the merger, shall continue in full force and effect until amended as provided therein or by law.

SECOND: The Bylaws of the Surviving Corporation shall, as of the effective date of the merger, be amended (i) by deleting Article VI thereof in its entirety and by appropriately renumbering all following Articles and Sections, (ii) by amending Article III, to delete Section 3.02 and to renumber the following sections; and (iii) by amending former Section 3.03 of Article III to delete the word and figures "fifteen (15)" and to add in lieu thereof the word and figures "four (4)". Except as hereby amended, the Bylaws of the Surviving Corporation, as in effect on the effective date of the merger, shall continue in full force and effect until changed, amended or repealed as provided therein or by law.

THIRD: The names of the persons who shall be directors of the Surviving Corporation on the effective date of the merger (each of whom shall hold office until the next annual meeting of shareholders of the Surviving Corporation and until his successor is elected, either at an annual or special meeting of shareholders) are as follows:

Albert A. Dorman

James P. Kressler

J. Hugh Murphy

Edwin T. Veith

FOURTH: The mode of carrying the merger into effect and the manner of converting the shares of each of the constituent corporations into shares or other securities of the Surviving Corporation and the cash and securities other than securities of the Surviving Corporation which the holders of such shares are to receive in exchange for such shares shall, subject to the rights of dissenting shareholders under applicable provisions of the General Corporation Law of the State of California, be as follows:

(a) Except as provided in subparagraph (b) ne following, each of the shares of capital stock, no par value per share, of DMJM which shall have been issued and outstanding at the effective date of the merger, and all rights in respect thereof, shall, on the effective date of the merger, be converted into, and the holders thereof shall receive for each such share seventy-five percent (75%) of the "Shareholder Amount" (defined in subparagraph (f) below) in the form of a like principal amount of Notes and twenty-five percent (25%) of the Shareholder Amount in cash, in the form of a bank cashier's check payable in San Francisco Clearing House funds.

(b) Each of the shares of capital stock, no par slue per share, of DMJM which shall have been issued and outstanding at the effective date of the merger, and all rights in respect thereof, which is owned of record by a person residing in a country other than the Unites States shall on the effective date of the merger be converted into, and such holders thereof shall receive for each such share, one hundred percent (100%) of the Shareholder Amount in cash, in the form of a bank cashier's check payable in San Francisco Clearing House funds.

(c) Each of the 1,000 shares of common stock, no par value, of PURCO which shall be issued and outstanding at the effective date of the merger, and all rights in respect thereof, shall, at the effective date of the merger, be converted into 1,000 shares of common stock, no par value per share, of the Surviving Corporation.

(d) After the effective date of the merger and until surrendered for new certificates representing shares of DMJM common stock, the outstanding certificates representing common stock of PURCO to be converted into shares of such DMJM common stock may be treated for all corporate purposes as evidencing the number of full shares of such DMJM common stock to which the respective holders thereof shall be entitled upon surrender of such certificates following the effective date of the merger.

(e) After the effective date of the merger the outstanding certificates representing shares of common stock of DMJM shall be deemed cancelled as shares of common stock of the Surviving Corporation and shall represent only the right to cash and Notes as set forth in Paragraph (a) of this Article FOURTH.

(f) The term "Shareholder Amount" shall mean an amount equal to the result obtained by dividing 36,166,000 by the number of shares of capital stock, no par value per share, of DMJM which are issued and outstanding on the effective date of the merger.

FIFTH:

(a) At the effective date of the merger the shares of DMJM Stock into which the shares of capital stock of PURCO shall have been converted pursuant

to the provisions of Paragraph (b) of Article FOURTH of this Merger Agreement shall be deemed to have been issued and to be outstanding shares of DMJM common stock and to be fully paid and nonassessable.

(b) At the effective date of the merger, the assets and liabilities of the Constituent Corporations shall be taken up or continued, as the case may be, on the books of the Surviving Corporation at the amounts at which they, respectively, shall be carried at the effective date of the merger on the books of the respective Constituent Corporations, except to the extent that the Board of Directors of the Surviving Corporation may otherwise determine in accordance with generally accepted accounting principles.

SIXTH: As soon as practicable after the Effective Date:

(a) Each holder of a certificate or certificates representing shares of DMJM Stock issued and outstanding at the Effective Date shall surrender such certificate or certificates, duly endorsed as ATI may require, to Hank of America NT&SA, the exchange agent selected by ATI for such purpose, or if there is no such agent, to the Surviving Corporation, and shall receive in exchange therefor (i) a Note or Notes representing the principal dollar amount into which the DMJM Stock theretofore represented by the certificate or certificates so surrendered shall have been converted as provided in Article FOURTH and (ii) the appropriate amount in cash, computed as provided in Article FOURTH.

(b) Unless and until any such outstanding certificate representing shares of DMJM Stock shall be act surrendered, no principal or interest payable to holders of the Notes as of any time subsequent to the Effective Date shall be paid

to the holder of any such outstanding certificate, but upon such surrender of any such outstanding certificate there shall be paid to the holder of the Notes issued in exchange therefor the amount of payments which theretofore became payable with respect to the Notes represented by the certificate or certificates so issued in exchange.

(c) If any holder of DMJM Stock shall have filed with DMJM a written demand for the appraisal of his shares of DMJM Stock as provided in California Corporations Code Section 1301, such person shall not be entitled to surrender his certificate or certificates representing such shares or to receive in exchange therefor cash and Notes. DMJM shall give ATI prompt notice of any such demand received by DMJM (any stockholder making such a demand being hereinafter called a "Dissenting Stockholder"), and ATI shall have the right to participate in all negotiations and proceedings with respect to such demand. DMJM agrees that it will not, except with the prior written consent of ATI, make any payment with respect to, or settle or offer to settle, any such demand for payment.

Each Dissenting Stockholder who become entitled, pursuant to the provisions of California Corporations Code §§1300-1312, to payment of the value of his shares shall receive payment therefor from the Surviving Corporation (but only after the value thereof shall have been agreed upon or finally determined pursuant to such provisions). In the event that any Dissenting Stockholder shall have failed to perfect, or shall have effectively lost, his right to appraisal of and payment for his shares, ATI shall issue and deliver, upon surrender by such

Dissenting Stockholder of his certificate or certificates representing shares of DMJM Stock, the Notes and cash to which Dissenting Stockholder is entitled hereunder.

SEVENTH: At the effective date of the merger, the separate existence of PURCO shall cease and the Surviving Corporation shall succeed without other transfer to all the rights and property of PURCO and shall be subject to all the debts and liabilities of each in the same manner as if the Surviving Corporation had itself incurred them. All rights of creditors and all liens upon the property of PURCO shall be preserved unimpaired, limited, in the case of a lien, to the property affected by such liens immediately prior to the effective date of the merger. Any action or proceeding pending by or against PURCO may be prosecuted to judgment, which shall bind the Surviving Corporation, or the Surviving Corporation may be proceeded against or substituted in its place.

EIGHTH: At any time prior to the effective date of the merger, this Merger Agreement may be abandoned by mutual agreement of the Constituent Corporations. This Agreement may also be abandoned within such time by PURCO pursuant to the provisions of Article V of the Reorganization Agreement, by DMJM pursuant to the provisions of Article VI of the Reorganization Agreement, and by PURCO if there are dissenting shareholders of DMJM holding dissenting shares of DMJM in excess of ten percent (10%) of the issued and outstanding shares of DMJM on the date for determination of shareholders entitled to vote on this merger under Chapter 13 of Division 1 of the California General Corporation Law (the "GCL"). The terms "dissenting shareholders" and "dissenting shares" shall have the meanings set forth in Chapter 13 of Division 1 of the GCL. In the event of such abandonment of this Merger Agreement, such Merger Agreement shall become wholly void and of no force or effect

whatsoever, and there shall be no liability on the part of any party hereto or their respective officers, agents, directors or shareholders.

NINTH: The merger shall not become effective unless, prior to the effective date, the permits referred to in Recital G hereof shall have been issued in conformity with the application therefor submitted by ATI, PURCO and AOI.

TENTH: The "effective date of the merger" shall be (and such phrase as used herein shall mean) the time at which the Merger Agreement and certificates of the Constituent Corporations shall be endorsed as filed by the Secretary of State of the State of California in accordance with the applicable provisions of the General Corporation Law of the State of California, which date shall be May 1, 1984, unless otherwise agreed in writing. If the effective date of the merger is not on or before May 31, 1984, then unless otherwise agreed, this Agreement shall terminate. Any such termination which occurs through no fault of the other party shall be without liability to either of the parties hereto.

ELEVENTH: This Merger Agreement is made subject to and shall be wholly void without the consent of the shareholders of the Constituent Corporations as provided by law.

IN WITNESS WHEREOF, the Constituent Corporations have caused this Merger Agreement to be executed as of the date first written above.

ATI PURCO, INC.

By: _____
President

By: _____
Secretary

DANIEL, MANN, JOHNSON & MENDENHALL

By: _____
President

By: _____
Secretary

CERTIFICATE OF MERGER
OF
DANIEL, MANN, JOHNSON & MENDENHALL
A California Corporation

ALBERT A. DORMAN and CHARLES L. CARLSON certify that:

1. They are the duly elected and acting President and Secretary, respectively, of DANIEL, MANN, JOHNSON & MENDENHALL, a California corporation ("this Corporation").

2. This Certificate is attached to the Merger Agreement (the "Merger Agreement"), dated as of March 27, 1984, between this Corporation and ATI PURCO, INC., a California corporation, providing for the merger of ATI PURCO, INC. with and into this Corporation.

3. The Merger Agreement in the form attached hereto has been approved by the Board of Directors of this Corporation.

4. The principal terms of the Merger Agreement in the form attached hereto were approved by this Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required; such classes, the total number of outstanding shares of each class entitled to vote on the merger, and the percentage vote required of each class are as follows:

Class: Common Stock - no other class.

Total number of outstanding shares entitled to vote:
361,403

Percentage vote required: a majority of the outstanding shares entitled to vote.

5. In accordance with Section 1101.1 of the California Corporations Code, the Commissioner of Corporations has approved the terms and conditions of the merger described herein and the fairness of such terms and conditions pursuant to Section 25142 of the California Corporations Code.

_____
Albert A. Dorman, President

Dated: May 1, 1984.

Charles L. Carlson, Secretary

The undersigned, ALBERT A. DORMAN and CHARLES L. CARLSON, the President and Secretary, respectively, of DANIEL, MANN, JOHNSON & MENDENHALL, a California corporation, each declares under penalty of perjury that the matters set forth in the foregoing Certificate are true of his own knowledge.

Executed at Los Angeles, California, on May 1, 1984.

Albert A. Dorman, President

Charles L. Carlson, Secretary

CERTIFICATE OF MERGER
OF
ATI PURCO, INC.
A California Corporation

J. HUGH MURPHY and RICHARD E. NUGENT certify that:

1. They are the duly elected and acting President and Secretary, respectively, of ATI PURCO, INC., a California corporation ("this Corporation").

2. This Certificate is attached to the Merger Agreement (the "Merger Agreement"), dated as of March 27, 1984, between Daniel, Mann, Johnson & Mendenhall, a California corporation ("DMJM"), and this Corporation, providing for the merger of this Corporation with and into DMJM.

3. The Merger Agreement in the form attached hereto has been approved by the Board of Directors of this Corporation.

4. The principal terms of the Merger Agreement in the form attached hereto were approved by this Corporation by the vote of a number of shares of each class which equaled or exceeded the vote required: such classes, the total number of outstanding shares of each class entitled to vote on the merger, and the percentage vote required of each class are as follows:

Class: Common Stock - no other class.

Total number of outstanding shares entitled to vote:
361,403

Percentage vote required: a majority of the outstanding shares entitled to vote.

Dated: May 1, 1984.

J. Hugh Murphy, President

Richard E. Nugent, Secretary

The undersigned, J. HUGH MURPHY and RICHARD E. NUGENT, the President and Secretary, respectively, of ATI PURCO, INC., a California corporation, each declares under penalty of perjury that the matters set forth in the foregoing Certificate are true of his own knowledge.

Executed at Los Angeles, California, on May 1, 1984.

J. Hugh Murphy

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

DANIEL, MANN, JOHNSON, & MENDENHALL

The undersigned certify that:

1. They are the President and Secretary of the corporation.

2. The name of the corporation is: DANIEL, MANN, JOHNSON, & MENDENHALL.

3. Article I of the Articles of Incorporation of this corporation is amended to read as follows: "1. The name of this corporation is: DMJMH+N, INC."

4. The foregoing amendment has been duly approved by the board of directors.

5. The foregoing amendment was approved by the required vote of shareholders in accordance with California Corporations Code Section 902.

6. The total number of outstanding shares of each class entitled to vote with respect to the amendment is 1,000. The number of shares of each class voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

7. This amendment is to be effective October 1, 2001.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 26, 2001

Charles R. Rendall, President

Debra Tilson Lambeck, Secretary

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

DMJMH+N, INC.

The undersigned certify that:

1. They are the President and Secretary of the corporation.

2. The name of the corporation is: DMJMH+N, INC.

3. Article I of the Articles of Incorporation of this corporation Is amended to read as follows: "I. The name of this corporation is: DMJM H&N, INC."

4. The foregoing amendment has been duly approved by the board of directors.

5. The foregoing amendment was approved by the required vote of shareholders in accordance with California Corporation Code Section 902.

6. The total number of outstanding shares of each class entitled to vote with respect to the amendment is 1,000. The number of shares of each class voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

7. This amendment is to be effective April 6, 2005.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: April, 1, 2005

Raymond A. Landy, President

Robyn L. Miller, Secretary

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

DMJM H&N, INC.

The undersigned certify that:

1. They are the President and Secretary of the corporation.

2. The name of the corporation is: DMJM H&N, INC.

3. Article I of the Articles of Incorporation of this corporation Is amended to read as follows: "I. The name of this corporation is: AECOM Services, Inc."

4. The foregoing amendment has been duly approved by the board of directors.

5. The foregoing amendment was approved by the required vote of shareholders in accordance with California Corporation Code Section 902.

6. The total number of outstanding shares of each class entitled to vote with respect to the amendment is 1,000. The number of shares of each class voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

7. This amendment is to be effective October 15, 2008.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: October 8, 2008

Ray Landy, President

Robyn L. Miller, Secretary

MERGER AGREEMENT

This Merger Agreement (this "**Agreement**") is dated as of January 3, 2009, by and between SPILLIS, CANDELA & PARTNERS, INC., a Delaware corporation (the "**Company**"), and AECOM SERVICES, INC. California corporation ("**Buyer**") and sole shareholder of the Company.

RECITALS

WHEREAS, the boards of directors of the Buyer and the Company have determined that it is in the best interests of their respective sole shareholder for the Company to merge with and into the Buyer, upon the terms and subject to the conditions of this Agreement (the "**Merger**");

WHEREAS, the sole shareholders of each of the Buyer and the Company have approved the Merger;

WHEREAS, for federal income tax purposes, it is intended that the Merger constitute a reorganization under the provisions of Section 368 of the Internal revenue Code of 1986, as amended (the "**Code**"), and that each of the Buyer and the Company will be a "party to the reorganization" within the meaning of Section 368 of the Code; and

WHEREAS, the Buyer and the Company desire to make certain representations, warranties and agreements in connection with the Merger.

AGREEMENT

In consideration of the promises contained herein and intending to be legally bound the parties agree as follows:

ARTICLE I
DEFINITIONS/PURCHASE & SALE/CLOSING

1.1 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided,

(a) the terms defined in this Article I have the meanings assigned to them in this Article 1 and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned under generally accepted accounting principles;

(c) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement;

(d) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; and

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

As used in this Agreement and the schedules delivered pursuant to this Agreement, the following definitions shall apply.

"**Action**" means any action, complaint, petition, investigation, suit or other proceeding, whether civil or criminal, in law or in equity, or before any arbitrator or Governmental Entity.

"**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person.

"**Approval**" means any approval, authorization, consent, qualification or registration, or any waiver of any of the foregoing, required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or any other Person.

"**Closing**" means the consummation of the purchase and sale of the Stock under this Agreement.

"**Common Stock**" means the issued and outstanding common stock of the Company.

"**Contract**" means any agreement, arrangement, bond, commitment, franchise, indemnity, indenture, instrument, lease, license or understanding, whether or not in writing.

"**Governmental Entity**" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Law**" means any constitutional provision, statute or other law, rule, regulation, or interpretation of any Governmental Entity and any Order.

"**Order**" means any decree, injunction, judgment, order, ruling, assessment or writ.

"**Permit**" means any license, permit, franchise, certificate of authority, or order, or any waiver of the foregoing, required to he issued by any Governmental Entity.

"**Person**" means an association, a corporation, an individual, a partnership, a trust or any other entity or organization, including a Governmental Entity.

"**Stock**" means all of the outstanding capital stock of the Company.

1.2 The Merger.

Upon the terms and subject to the conditions of this Agreement, the Company shall be merged with and into the Buyer with the Buyer being the surviving corporation. The Merger will be effective (the "Effective Time") as prescribed by law.

The certificate of incorporation of the Buyer shall be the certificate of incorporation of the surviving corporation.

1.3 Transfer of Stock.

Subject to the terms and conditions of this Agreement, the Company agrees to sell and transfer all of the outstanding Stock on its books at the Closing.

1.4 Purchase Price.

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and acquire 100% of the Stock for the sum of $1.00.

1.5 The Closing.

The Closing will take place at the time and place as agreed to by the parties, effective as of the Effective Time.

1.6 Service of Process.

The surviving corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of any constituent corporation of Delaware, as well as for enforcement of any obligation of the surviving corporation arising from this merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of the Delaware General Corporation laws, and irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or proceeding. The Secretary of State shall mail any such process to the surviving corporation at 515 South Flower Street, Los Angeles, California 90071.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents, warrants and agrees as follows:

2.1 Organization and Related Matters.

The Company is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in all jurisdictions where such qualification is necessary to carry on its business as now conducted, except where the failure to so qualify would not have a material adverse effect on the financial position or results of operations of the Company.

2.2 Due Authorization.

The Company has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company of this Agreement have been duly and validly approved by all necessary corporate

or other applicable action and no other actions or proceedings on the part of the Company are necessary to authorize this Agreement and transactions contemplated hereby. No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental instrumentality or any other entity or person (including without limitation, its shareholders) is required to be made, obtained, or given by the Company in connection with the execution, delivery, and performance of this Agreement. The Company has duly and validly executed and delivered this Agreement. This Agreement constitutes the Legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

2.3 Conflicts and Consents.

The execution and delivery of this Agreement and the performance by the Company under this Agreement, do not and will not conflict with or result in a breach of (with or without the passage of time or notice or both) the terms of any of the Company's constituent documents, any judgment, order or decree of any governmental authority binding on the Company, and, to the best of the Company's knowledge, do not breach or violate any applicable law, rule or regulation of any governmental authority. The execution, delivery and performance by the Company under this Agreement will not result in a breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound.

2.4 Litigation.

Except as has been previously disclosed to the Buyer, there are no actions, suits, labor disputes or other litigation, proceedings or governmental investigations pending or, to the knowledge of the Company, threatened against or affecting the Company, or any officers, directors, employees or the stockholders thereof in their capacity as such, or any of the properties or businesses thereof, that relate to the transactions contemplated by this Agreement and (ii) the Company is not subject to any order, judgment, decree, stipulation or consent of or with any court, governmental body or agency which has, or in the reasonable judgment of the Company may have, a material adverse effect on the Merger.

2.5 Ownership.

(a) All of the outstanding shares of the Company common stock have been duly authorized and validly issued, fully paid and non-assessable. All outstanding shares of Company Stock have been issued and granted in compliance with applicable securities law and other requirements of Law.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and agrees as follows:

3.1 Organization and Related Matters.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in all jurisdictions where such qualification is necessary to carry on its business as now conducted. Buyer has the necessary corporate power and authority to execute, deliver and perform this Agreement and any related agreements to which it is a party.

3.2 Due Authorization.

The execution, delivery and performance of this Agreement and any related agreements by Buyer have been duly and validly authorized by the Board of Directors of Buyer and by all other necessary corporate action on the part of Buyer. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally.

3.3 No Conflicts; No Violation.

The execution, delivery and performance of this Agreement and any related agreements by Buyer will not violate the provisions of, or constitute a breach or default whether upon lapse of time and/or the occurrence of any act or event or otherwise under the charter documents or bylaws of Buyer.

ARTICLE IV
CONDITIONS OF PURCHASE

4.1 General Conditions.

The obligations of the parties to effect the Closing shall be subject to the following conditions:

(a) No Orders., Legal Proceedings. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity, nor shall any Action have been instituted and remain pending or, to the Company's Knowledge, have been threatened and remain so by any Governmental Entity at what would otherwise be the Effective Time, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated by this Agreement No Governmental Entity shall have notified any party to this Agreement that consummation of the transactions contemplated by this Agreement would constitute a violation of any Laws of any jurisdiction or that it intends to commence proceedings to restrain or prohibit such transactions or force divestiture or rescission, unless such Governmental Entity shall have withdrawn such notice and abandoned any such proceedings prior to the time which otherwise would have been the Closing Date.

(b) Approvals. To the extent required by applicable Law, all Permits and Approvals required to be obtained from any Governmental Entity shall have been received or obtained on or prior to the Effective Time.

4.2 Conditions to Obligations of Buyer.

The obligations of Buyer to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Buyer:

(a) Representations and Warranties and Covenants of the Company. The representations and warranties of the Company herein contained shall be true in all material respects at the Effective Time with the same effect as though made at such time. The Company shall have in all material respects performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Effective Time.

(b) Consents. The Company shall have obtained and provided to Buyer all required Approvals and Permits, and Buyer shall have obtained all Approvals and Permits required by law.

(c) Merger. The Merger shall have become effective under applicable Law.

ARTICLE V
GENERAL

5.1 Amendments; Waivers.

This Agreement and any schedule or exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the tams of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

5.2 Governing Law.

This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement, including but not limited to the negotiation, execution, interpretation, coverage, scope, performance, breach, termination, validity, or enforceability of this Agreement, shall be governed by and construed in accordance with the laws of the State of California.

5.3 No Assignment.

Neither this Agreement nor any rights or obligations under it are assignable without the prior written consent of the other party, which consent shall not he unreasonably withheld, conditioned or delayed.

5.4 Headings.

The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

5.5 Counterparts.

This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

5.6 Confidentiality.

All information disclosed by any party (or its representatives) whether before or after the date hereof, in connection with the transactions contemplated by, or the discussions and negotiations preceding, this Agreement to any other party (or its representatives) shall be kept confidential by such other party and its representatives and shall not be used by any such Persons other than as contemplated by this Agreement, except to the extent that such information (i) is or hereafter becomes lawfully obtainable from other sources, (ii) is necessary or appropriate to disclose to a Governmental Entity having jurisdiction over the parties, (iii) is necessary to disclose as may otherwise be required by law or (iv) is waived in writing by the other party.

5.7 Parties in Interest.

This Agreement shall be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve

or discharge the obligation of any third person to any party to this Agreement.

5.8 Notices.

Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or (c) mailed, postage prepaid, receipt requested to such address or to such other person as a party shall have designated by such notice to the other parties. Each such notice or other communication shall be effective (i) if given by facsimile, when transmitted to the applicable number and an appropriate answerback is received, (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when actually delivered at such address.

5.9 Reserved.

5.10 Remedies; Waiver.

To the extent permitted by Law, all rights and remedies existing under this Agreement are cumulative to and not exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other tight.

5.11 Arbitration.

(a) In the event the parties to this Agreement are unable to resolve a disputed claim or claims, any of the parties may request arbitration of the matter unless the amount of the damage or loss is at issue in pending litigation with a third party, in which event arbitration will not be commenced until such amount is ascertained or all parties agree to arbitration; and in ‘either such event the matter will be settled by arbitration conducted by three arbitrators. Buyer and the Company will each select one arbitrator, and the two arbitrators so selected will select a third arbitrator. The arbitrators will set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrators, to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrators will rule upon motions to compel or limit discovery and will have the authority to impose sanctions, including attorneys’ fees and costs, to the extent as a court of competent law or equity, should the arbitrators determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of a majority of the three arbitrators as to the validity and amount of any claim will be binding and conclusive upon the parties to this Agreement. Such decision will be written and will be supported by written findings of fact and conclusions which will set forth the award, judgment, decree or order awarded by the arbitrators.

(b) Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be held in Los Angeles, California under the Commercial Arbitration Rules then in effect of JAMS/ENDISPUTE.

5.12 Attorney’s Fees.

In the event of any Action by any party arising under or out of; in connection with or in respect of, including in arbitration or any participation in bankruptcy proceedings to enforce against a party a right or claim in such proceedings, the prevailing party shall be entitled to reasonable attorney’s fees, costs and expenses incurred in such Action. Attorney’s fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The preceding parties intend that the sentence be severable from the other provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.

5.13 Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement to the extent permitted by Law shall remain in full force and effect; provided that the essential terms and conditions of this Agreement for all parties remain valid, binding and enforceable. In event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

COMPANY:

SPILLIS, CANDELA & PARTNERS, INC.,
a Delaware corporation

By: s/Jesus
Name: Jesus
Title: Vice President

BUYER:

AECOM SERVICES, INC.
a California corporation

By: s/Raymond A. Landy
Name: Raymond A. Landy
Title: President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

COMPANY:

SPILLIS, CANDELA & PARTNERS, INC.,
a Delaware corporation

By: s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

BUYER:

AECOM SERVICES, INC.
a California corporation

By: s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

OFFICERS' CERTIFICATE

We, Ray A. Landy and Robyn L. Miller certify that:

1. We are the President and Corporate Secretary of SPILLIS, CANDELA & PARTNERS, INC., a corporation duly organized and existing under the laws of the state of Delaware.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	**Total No. of Shares Entitled to Vote**
Common	1,000

3. The principal terms of the agreement of merger in the form attached were approved by the sole shareholder of this corporation by a vote of 100% of the shares of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 2009

s/Ray A. Landy
Name: Ray A. Landy
Title: President

s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

OFFICERS' CERTIFICATE

We, Ray A. Landy and Robyn L. Miller certify that:

1. We are the President and Corporate Secretary of SPILLIS, CANDELA & PARTNERS, INC., a corporation duly organized and existing under the laws of the state of Delaware.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	**Total No. of Shares Entitled to Vote**

Common	1,000

3. The principal terms of the agreement of merger in the form attached were approved by the sole shareholder of this corporation by a vote of 100% of the shares of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 2009

s/Ray A. Landy
Name: Ray A. Landy
Title: President

s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

MERGER AGREEMENT

This Merger Agreement (this "**Agreement**") is dated as of January 3, 2009, by and among AECOM SERVICES, INC., a California corporation (the "**Buyer**"), HAYES, SEAY, MATTERN & MATTERN, INC., a Virginia corporation (the "**Company**"), and AECOM TECHNOLOGY CORPORATION, a Delaware corporation ("**Parent**") and sole shareholder of each of the Buyer and the Company.

RECITALS

WHEREAS, the boards of directors of the Buyer and the Company have determined that it is in the best interests of their respective sole shareholder for the Company to merge with and into the Buyer, upon the terms and subject to the conditions of this Agreement (the "**Merger**");

WHEREAS, the sole shareholder of each of the Buyer and the Company has unanimously approved the Merger;

WHEREAS, for federal income tax purposes, it is intended that the Merger constitute a reorganization under the provisions of Section 368 of the Internal revenue Code of 1986, as amended (the "**Code**"), and that each of the Buyer and the Company will be a "party to the reorganization" within the meaning of Section 368 of the Code; and

WHEREAS, the Buyer and the Company desire to make certain representations, warranties and agreements in connection with the Merger.

AGREEMENT

In consideration of the promises contained herein and intending to be legally hound the parties agree as follows:

ARTICLE I
DEFINITIONS/PURCHASE & SALE/CLOSING

1.1 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided,

(a) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned under generally accepted accounting principles;

(c) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement;

(d) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; and

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

As used in this Agreement and the schedules delivered pursuant to this Agreement, the following definitions shall apply.

"**Action**" means any action, complaint, petition, investigation, suit or other proceeding, whether civil or criminal, in law or in equity, or before any arbitrator or Governmental Entity.

"**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person.

"**Approval**" means any approval, authorization, consent, qualification or registration, or any waiver of any of the foregoing, required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or any other Person.

"**Closing**" means the consummation of the purchase and sale of the Stock under this Agreement.

"**Common Stock**" means the issued and outstanding common stock of the Company.

"**Contract**" means any agreement, arrangement, bond, commitment, franchise, indemnity, indenture, instrument, lease, license or understanding, whether or not in writing.

"**Governmental Entity**" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Law**" means any constitutional provision, statute or other law, rule, regulation, or interpretation of any Governmental Entity and any Order.

"**Order**" means any decree,, injunction, judgment, order, ruling, assessment or writ.

"**Permit**" means any license, permit, franchise, certificate of authority, or order, or any waiver of the foregoing, required to be issued by any Governmental Entity.

"**Person**" means an association, a corporation, an individual, a partnership, a trust or any other entity or organization, including a Governmental Entity.

"**Stock**" means all of the outstanding capital stock of the Company.

1.2 The Merger.

Upon the terms and subject to the conditions of this Agreement, the Company shall be merged with and into the Buyer with the Buyer being the surviving corporation. The Merger will be effective (the "**Effective Time**") as prescribed by law.

1.3 Transfer of Stock.

Subject to the terms and conditions of this Agreement, the Parent agrees to sell all of the outstanding Stock and deliver the certificates evidencing the Stock to Buyer at the Closing.

1.4 Purchase Price.

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and acquire 100% of the Stock from the Parent for the sum of $1.00.

1.5 The Closing.

The Closing will take place at the time and place as agreed to by the parties, effective as of the Effective Time.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND PARENT

The Company and Parent represent, warrant and agree as follows:

2.1 Organization and Related Mutter.

The Company and the Parent are each a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in all jurisdictions where such qualification is necessary to carry on its business as now conducted, except where the failure to so qualify would not have a material adverse effect on the financial position or results of operations of the Company.

2.2 Due Authorization.

The Company and Parent each have Cull power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company and Parent of this Agreement have been duly and validly approved by all necessary corporate or other applicable action and no other actions or proceedings on the part of the Company or Parent are necessary to authorize this Agreement and transactions contemplated hereby. No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental instrumentality or any other entity or person (including without limitation, its shareholders) is required to be made, obtained, or given by the Company or Parent in connection with the execution, delivery, and performance of this Agreement. The Company and Parent each have duly and validly executed and delivered this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Company and Parent, enforceable against the Company and Parent in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium,

reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

2.3 Conflicts and Consents.

The execution and delivery of this Agreement and the performance by the Company and Parent under this Agreement, do not and will not conflict with or result in a breach of (with or without the passage of time or notice or both) the terms of any of the Company's or Parent's constituent documents, any

judgment, order or decree of any governmental authority binding on the Company, and, to the best of the Company's and Parent's knowledge, do not breach or violate any applicable law, rule or regulation of any governmental authority. The execution, delivery and performance by the Company and Parent under this Agreement will not result in a breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or Parent is a party or by which the Company or Parent is bound.

2.4 Litigation.

Except as has been previously disclosed to the Buyer, there are no actions, suits, labor disputes or other litigation, proceedings or governmental investigations pending or, to the knowledge of the Company, threatened against or affecting the Company, or any officers, directors, employees or the stockholders thereof in their capacity as such, or any of the properties or businesses thereof, that relate to the transactions contemplated by this Agreement and (ii) the Company is not subject to any order, judgment, decree, stipulation or consent of or with any court, governmental body or agency which has, or in the reasonable judgment of the Company may have, a material adverse effect on the Merger.

2.5 Ownership.

(a) All of the outstanding shares of the Company common stock have been duly authorized and validly issued, fully paid and non-assessable. All outstanding shares of Company Stock have been issued and granted in compliance with applicable securities law and other requirements of Law.

(b) The Parent has good and marketable title to, and sole record and beneficial ownership of, the shares of the Stock which are to be transferred to Buyer pursuant hereto, free and clear of any and all covenants, conditions, marital property rights or other Encumbrances.

ARTICLE

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and agrees as follows:

3.1 Organization and Related Matters.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in all jurisdictions where such qualification is necessary to carry on its business as now conducted. Buyer has the necessary corporate power and authority to execute, deliver and perform this Agreement and any related agreements to which it is a party.

3.2 Due Authorization.

The execution, delivery and performance of this Agreement and any related agreements by Buyer have been duly and validly authorized by the Board of Directors of Buyer and by all other necessary corporate action on the part of Buyer. Buyer certifies that its participation in the Merger was duly authorized as required by the law of California. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally.

3.3 No Conflicts: No Violation.

The execution, delivery and performance of this Agreement and any related agreements by Buyer will not violate the provisions of, or constitute a breach or default whether upon lapse of time and/or the occurrence of any act or event or otherwise under the charter documents or bylaws of Buyer.

ARTICLE IV
CONDITIONS OF PURCHASE

4.1 General Conditions.

The obligations of the parties to effect the Closing shall be subject to the following conditions:

(a) No Orders; Legal Proceedings. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity, nor shall any Action have been instituted and remain pending or, to the Company's Knowledge, have been threatened and remain so by any Governmental Entity at what would otherwise be the Effective Time, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated by this Agreement. No Governmental Entity shall have notified any party to this Agreement that consummation of the transactions contemplated by this Agreement would constitute a violation of any Laws of any jurisdiction or that it intends to commence proceedings to restrain or prohibit such transactions or force divestiture or rescission, unless such Governmental Entity shall have withdrawn such notice and abandoned any such proceedings prior to the time which otherwise would have been the Closing Date.

(b) Approvals. To the extent required by applicable Law, all Permits and Approvals required to be obtained from any Governmental Entity shall have been received or obtained on or prior to the Effective Time.

4.2 Conditions to Obligations of Buyer.

The obligations of Buyer to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Buyer:

(a) Representations and Warranties and Covenants of the Company and Parent. The representations and warranties of the Company and Parent herein contained shall be true in all material respects at the Effective Time with the same effect as though made at such time. The Company and Parent shall have in all material respects performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Effective Time, and Parent shall have delivered to Buyer Stock certificates representing all shares of Stock to be sold pursuant to this Agreement.

(b) Consents. The Company shall have obtained and provided to Buyer all required Approvals and Permits, and Buyer shall have obtained all Approvals and Permits required by law.

(c) Merger. The Merger shall have become effective under applicable Law.

ARTICLE V
GENERAL

5.1 Amendments; Waivers.

This Agreement and any schedule or exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be hound and then only to the specific purpose, extent and instance so provided.

5.2 Governing Law.

This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement, including but not limited to the negotiation, execution, interpretation, coverage, scope, performance, breach, termination, validity, or enforceability of this Agreement, shall be governed by and construed in accordance with the laws of the State of California.

5.3 No Assignment.

Neither this Agreement nor any rights or obligations under it are assignable without the prior written consent of the other party, which consent shalt not be unreasonably withheld, conditioned or delayed.

5.4 Headings.

The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

5.5 Counterparts.

This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

5.6 Confidentiality.

All information disclosed by any party (or its representatives) whether before or after the date hereof, in connection with the transactions contemplated by, or the discussions and negotiations preceding, this Agreement to any other party (or its representatives) shall he kept confidential by such other party and its representatives and shall not be used by any such Persons other than as contemplated by this Agreement, except to the extent that such information (i) is or hereafter becomes lawfully obtainable from other sources, (ii) is necessary or appropriate to disclose to a Governmental Entity having jurisdiction over the parties, (iii) is necessary to disclose as may otherwise be required by law or (iv) is waived in writing by the other party.

5.7 Parties in Interest.

This Agreement shall be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any party to this Agreement.

5.8 Notices.

Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or (c) mailed, postage prepaid, receipt requested to such address or to such other person as a party shall have designated by such notice to the other parties. Each such notice or other communication shall he effective (i) if given by facsimile, when transmitted to the applicable number and an appropriate answerback is received, (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when actually delivered at such address.

5.9 Reserved.

5.10 Remedies; Waiver.

To the extent permitted by Law, all rights and remedies existing under this Agreement are cumulative to and not exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise or delay in exercising any right hereunder shall he deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

5.11 Arbitration.

(a) In the event the parties to this Agreement are unable to resolve a disputed claim or claims, any of the parties may request arbitration of the matter unless the amount of the damage or loss is at issue in pending litigation with a third party, in which event arbitration will not he commenced until such amount is ascertained or all parties agree to arbitration; and in either such event the matter will be settled by arbitration conducted by three arbitrators. Buyer and the Company will each select one arbitrator, and the two arbitrators so selected will select a third arbitrator. The arbitrators will set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrators, to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrators will rule upon motions to compel or limit discovery and wilt have the authority to impose sanctions, including attorneys' fees and costs, to the extent as a court of competent law or equity, should the arbitrators determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of a majority of the three arbitrators as to the validity and amount of any claim will be binding and conclusive upon the parties to this Agreement. Such decision will be written and will be supported by written findings of fact and conclusions which will set forth the award, judgment, decree or order awarded by the arbitrators.

(b) Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be held in Los Angeles, California under the Commercial Arbitration Rules then in effect of JAMS/ENDISPUTE.

5.12 Attorney's Fees.

In the event of any Action by any party arising under or out of, in connection with or in respect of, including in arbitration or any participation in bankruptcy proceedings to enforce against a party a right or claim in such proceedings, the prevailing party shall he entitled to reasonable attorney's fees, costs and expenses incurred in such Action, Attorney's fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The preceding parties intend that the sentence he severable from the other provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.

5.13 Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement to the extent permitted by Law shall remain in full force and effect; provided that the essential terms and conditions of this Agreement for all patties remain valid, binding and enforceable. In event of any such

determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

COMPANY:

HAYES, SEAY, MATTERN & MATTERN, INC.,
a Virginia corporation

By: s/ Cecil G. Doyle
Name: Cecil G. Doyle
Title: President

BUYER:

AECOM SERVICES, INC. a California corporation

By: s/Raymond Landy
Name: Raymond Landy
Title: President

PARENT:

AECOM TECHNOLOGY CORPORATION,
a Delaware corporation

By: /s Eric Chen

Name: Eric Chen
Title: Senior Vice President, Finance and General Counsel

COMPANY:

HAYES, SEAY, MATTERN & MATTERN, INC.,
a Virginia corporation

By: /s Steve Garrett
Name: C. Steve Garrett
Title: Senior Vice President/Secretary

BUYER:

AECOM SERVICES, INC. a California corporation

By: s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

PARENT:

AECOM TECHNOLOGY CORPORATION,
a Delaware corporation

By: /s
Name:
Title: VP, Taxes and Assistant Treasurer

OFFICERS' CERTIFICATE

We, Cecil G. Doyle and C. Steve Garrett certify that:

1. We are the President and Secretary of HAYES, SEAY, MATTERN & MATTERN, INC., a corporation duly organized and existing under the laws of the state of Virginia.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	Total No. of Shares Entitled to Vote
Common	1,778,000

3. The principal terms of the agreement of merger in the form attached were approved by the sole shareholder of this corporation by a vote of 100% of the shares of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 2009

s/Cecil G. Doyle
Name: Cecil G. Doyle
Title: President

s/C. Steve Garrett
Name: C. Steve Garrett
Title: Senior Vice President, Secretary

OFFICERS' CERTIFICATE

We, Ray A. Landy and Robyn L. Miller certify that:

1. We are the President and Corporate Secretary of AECOM SERVICES, INC., a corporation duly organized and existing under the laws of the state of California.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	Total No. of Shares Entitled to Vote
Common	1,000

3. The principal terms of the agreement of merger in the form attached were approved by the sole shareholder of this corporation by a vote of 100% of the shares of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 2009

s/Ray A. Landy
Name: Ray A. Landy
Title: President

s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

MERGER AGREEMENT

This Merger Agreement (this "**Agreement**") is dated as of January 3, 2009, by and among AECOM SERVICES, INC., a California corporation (the "**Buyer**"), CTA COMMUNICATIONS, INC., a Virginia corporation (the "**Company**"), and HAYES, SEAY, MATTERN & MATTERN, INC., a Virginia corporation ("**Parent**") and sole shareholder of the Company.

RECITALS

WHEREAS, the boards of directors of the Buyer and the Company have determined that it is in the best interests of their respective sole shareholder for the Company to merge with and into the Buyer, upon the terms and subject to the conditions of this Agreement (the "Merger");

WHEREAS, the sole shareholders of each of the Buyer and the Company unanimously have approved the Merger;

WHEREAS, for federal income tax purposes, it is intended that the Merger constitute a reorganization under the provisions of Section 368 of the Internal revenue Code of 1986, as amended (the "**Code**"), and that each of the Buyer and the Company will be a "party to the reorganization" within the meaning of Section 368 of the Code; and WHEREAS, the Buyer and the Company desire to make certain representations, warranties and agreements in connection with the Merger.

AGREEMENT

In consideration of the promises contained herein and intending to be legally bound the parties agree as follows..

ARTICLE I
DEFINITIONS/PURCHASE & SALE/CLOSING

1.1 Definitions.

For all purposes of this Agreement, except as otherwise expressly provided,

(a) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural us well as the singular;

(b) all accounting terms not otherwise defined herein have the meanings assigned under generally accepted accounting principles;

(c) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement;

(d) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms; and

(e) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

As used in this Agreement and the schedules delivered pursuant to this Agreement, the following definitions shall apply.

"**Action**" means any action, complaint, petition, investigation, suit or other proceeding, whether civil or criminal, in law or in equity, or before any arbitrator or Governmental Entity.

"**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person.

"**Approval**" means any approval, authorization, consent, qualification or registration, or any waiver of any of the foregoing, required to be obtained from, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or any other Person.

"**Closing**" means the consummation of the purchase and sale of the Stock under this Agreement.

"**Common Stock**" means the issued and outstanding common stock of the Company.

"**Contract**" means any agreement, arrangement, bond, commitment, franchise, indemnity, indenture, instrument, lease, license or understanding, whether or not in writing.

"**Governmental Entity**" means any government or any agency, bureau, board, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Law**" means any constitutional provision, statute or other law, rule, regulation, or interpretation of any Governmental Entity and any Order.

"**Order**" means any decree, injunction, judgment, order, ruling, assessment or

"**Permit**" means any license, permit, franchise, certificate of authority, or order, or any waiver of the foregoing, required to be issued by any Governmental Entity.

"**Person**" means an association, a corporation, an individual, a partnership, a trust or any other entity or organization, including a Governmental Entity.

"**Stock**" means all of the outstanding capital stock of the Company.

1.2 The Merger.

Upon the terms and subject to the conditions of this Agreement, the Company shall be merged with and into the Buyer with the Buyer being the surviving corporation. The Merger will be effective (the "Effective Time") as prescribed by law.

1.3 Transfer of Stock.

Subject to the terms and conditions of this Agreement, the Parent agrees to sell all of the outstanding Stock and deliver the certificates evidencing the Stock to Buyer at the Closing.

1.4 Purchase Price.

Subject to the terms and conditions of this Agreement, Buyer agrees to purchase and acquire 100% of the Stock from the Parent for the sum of $1.00.

1.5 The Closing.

The Closing will take place at the time and place as agreed to by the parties, effective as of the Effective Time.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND PARENT

The Company and Parent represent, warrant and agree as follows:

2.1 Organization and Related Matters.

The Company and the Parent are each a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in all jurisdictions where such qualification is necessary to carry on its business as now conducted, except where the failure to so qualify would not have a material adverse effect on the financial position or results of operations of the Company.

2.2 Due Authorization.

The Company and Parent each have full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by the Company and Parent of this Agreement have been duly and validly approved by all necessary corporate or other applicable action and no other actions or proceedings on the part of the Company or Parent are necessary to authorize this Agreement and transactions contemplated hereby. No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental instrumentality or any other entity or person (including without limitation, its shareholders) is required to be made, obtained, or given by the Company or Parent in connection with the execution, delivery, and performance of this Agreement. The Company and Parent each have duly and validly executed and delivered this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Company and Parent, enforceable against the Company and Parent in accordance with its terms, except as

such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies.

2.3 Conflicts and Consents.

The execution and delivery of this Agreement and the performance by the Company and Parent under this Agreement, do not and will not conflict with or result in a breach or (with or without the passage of time or notice or both) the terms of any of the Company's or Parent's constituent documents, any judgment, order or decree of any governmental authority binding on the Company, and, to the best of the Company's and Parent's knowledge, do not breach or violate any applicable law, rule or regulation of any governmental authority. The execution, delivery and performance by the Company and Parent under this Agreement will not result in a breach or violation of (with or without the passage of time or notice or both) the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or Parent is a party or by which the Company or Parent is bound,

2.4 Litigation.

Except as has been previously disclosed to the Buyer, there are no actions, suits, labor disputes or other litigation, proceedings or governmental investigations pending or, to the knowledge of the Company, threatened against or affecting the Company, or any officers, directors, employees or the stockholders thereof in their capacity as such, or any of the properties or businesses thereof, that relate to the transactions contemplated by this Agreement and (ii) the Company is not subject to any order, judgment, decree, stipulation or consent of or with any court, governmental body or agency which has, or in the reasonable judgment of the Company may have, a material adverse effect on the Merger.

2.5 Ownership.

(a) All of the outstanding shares of the Company common stock have been duly authorized and validly issued, fully paid and non-assessable. All outstanding shares of Company Stock have been issued and granted in compliance with applicable securities law and other requirements of Law,

(b) The Parent has good and marketable title to, and sole record and beneficial ownership of, the shares of the Stock which are to be transferred to Buyer pursuant hereto, free and clear of any and all covenants, conditions, marital property rights or other Encumbrances.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and agrees as follows:

3.1 Organization and Related Matters.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is qualified to do business in all jurisdictions where such qualification is necessary to carry on its business as now conducted. Buyer has the necessary corporate power and authority to execute, deliver and perform this Agreement and any related agreements to which it is a party.

3.2 Due Authorization.

The execution, delivery and performance of this Agreement and any related agreements by Buyer have been duly and validly authorized by the Board of Directors of Buyer and by all other necessary corporate action on the part of Buyer. Buyer certifies that its participation in the Merger was duly authorized as required by the law of California. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors' rights generally.

3.3 No Conflicts; No Violation.

The execution, delivery and performance of this Agreement and any related agreements by Buyer will not violate the provisions of, or constitute a breach or default whether upon lapse of time and/or the occurrence of any act or event or otherwise under the charter documents or bylaws of Buyer.

ARTICLE IV
CONDITIONS OF PURCHASE

4.1 General Conditions.

The obligations of the parties to effect the Closing shall be subject to the following conditions:

(a) No Orders: Legal Proceedings. No Law or Order shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity, nor shall any Action have been instituted and remain pending or, to the Company's Knowledge, have been threatened and remain so by any Governmental Entity at what would otherwise be the Effective Time, which prohibits or restricts or would (if successful) prohibit or restrict the transactions contemplated by this Agreement. No Governmental Entity shall have notified any party to this Agreement that consummation of the transactions contemplated by this Agreement would constitute a violation of any Laws of any jurisdiction or that it intends to commence proceedings to restrain or prohibit such transactions or force divestiture or rescission, unless such Governmental Entity shall have withdrawn such notice and abandoned any such proceedings prior to the time which otherwise would have been the Closing Date.

(b) Approvals. To the extent required by applicable Law, all Permits and Approvals required to be obtained from any Governmental Entity shall have been received or obtained on or prior to the Effective Time.

4.2 Conditions to Obligations of Buyer.

The obligations of Buyer to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Buyer:

(a) Representations and Warranties and Covenants of the company and Parent. The representations and warranties of the Company and Parent herein contained shall be true in all material respects at the Effective Time with the same effect as though made at such time. The Company and Parent shall have in all material respects performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to the Effective Time, and Parent shall have delivered to Buyer Stock certificates representing all shares of Stock to be sold pursuant to this Agreement.

(b) Consents. The Company shall have obtained and provided to Buyer all required Approvals and Permits, and Buyer shall have obtained all Approvals and Permits required by law.

(c) Merger. The Merger shall have become effective under applicable Law.

ARTICLE V
GENERAL

5.1 Amendments; Waivers.

This Agreement and any schedule or exhibit attached hereto may be amended only by agreement in writing of all parties. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

5.2 Governing Law.

This Agreement, the legal relations between the parties and any Action, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Agreement, including but not limited to the negotiation, execution, interpretation, coverage, scope, performance, breach, termination, validity, or enforceability of this Agreement, shall be governed by and construed in accordance with the laws of the State of California.

5.3 No Assignment.

Neither this Agreement nor any rights or obligations under it are assignable without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

5.4 Headings.

The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

5.5 Counterparts.

This Agreement and any amendment hereto or any other agreement (or document) delivered pursuant hereto may be executed in one or more counterparts and by different parties in separate counterparts. All of such counterparts shall constitute one and the same agreement (or other document) and shall become effective (unless otherwise provided therein) when one or more counterparts have been signed by each party and delivered to the other party.

5.6 Confidentiality.

All information disclosed by any party (or its representatives) whether before or after the date hereof, in connection with the transactions contemplated by, or the discussions and negotiations preceding, this Agreement to any other party (or its representatives) shall be kept confidential by such other party and its representatives and shall not be used by any such Persons other than as contemplated by this Agreement, except to the extent that such information (i) is or hereafter becomes lawfully obtainable from other sources, (ii) is necessary or appropriate to disclose to a Governmental Entity having jurisdiction over the parties, (iii) is necessary to disclose as may otherwise be required by law or (iv) is waived in writing by the other party.

5.7 Parties in Interest.

This Agreement shall be binding upon and inure to the benefit of each party, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any party to this Agreement.

5.8 Notices.

Any notice or other communication hereunder must be given in writing and (a) delivered in person, (b) transmitted by facsimile or (c) mailed, postage prepaid, receipt requested to such address or to such other person as a party shall have designated by such notice to the other parties. Each such notice or other communication shall be effective (i) if given by facsimile, when transmitted to the applicable number and an appropriate answerback is received, (ii) if given by mail, three days after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid or (iii) if given by any other means, when actually delivered at such address.

5.9 Reserved.

5.10 Remedies; Waiver.

To the extent permitted by Law, all rights and remedies existing under this Agreement are cumulative to and not exclusive of, any rights or remedies otherwise available under applicable Law. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

5.11 Arbitration.

(a) In the event the parties to this Agreement are unable to resolve a disputed claim or claims, any of the parties may request arbitration of the matter unless the amount of the damage or loss is at issue in pending litigation with a third party, in which event arbitration will not be commenced until such amount is ascertained or all parties agree to arbitration; and in either such event the matter will be settled by arbitration conducted by three arbitrators. Buyer and the Company will each select one arbitrator, and the two arbitrators so selected will select a third arbitrator. The arbitrators will set a limited time period and establish procedures designed to reduce the cost and time for discovery while allowing the parties an opportunity, adequate in the sole judgment of the arbitrators, to discover relevant information from the opposing parties about the subject matter of the dispute. The arbitrators will rule upon motions to compel or limit discovery and will have the authority to impose sanctions, including attorneys' fees and costs, to the extent as a court of competent law or equity, should the arbitrators determine that discovery was sought without substantial justification or that discovery was refused or objected to without substantial justification. The decision of a majority of the three arbitrators as to the validity and amount of any claim will be binding and conclusive upon the parties to this Agreement. Such decision will be written and will be supported by written findings of fact and conclusions which will set forth the award, judgment, decree or order awarded by the arbitrators.

(b) Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be held in Los Angeles, California under the Commercial Arbitration Rules then in effect of JAMS/ENDISPUTE.

5.12 Attorney's Fees.

In the event of any Action by any party arising under or out of, in connection with or in respect of, including in arbitration or any participation in bankruptcy proceedings to enforce against a party a right or claim in such proceedings, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses incurred in such Action. Attorney's fees incurred in enforcing any judgment in respect of this Agreement are recoverable as a separate item. The preceding parties intend that the sentence be severable from the ether provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.

5.13 Severability.

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this Agreement to the extent permitted by Law shall remain in full force and effect; provided that the essential terms and conditions of

this Agreement for all parties remain valid, binding and enforceable. In event of any such determination, the parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes hereof. To the extent permitted by Law, the parties hereby to the same extent waive any provision of Law that renders any provision hereof prohibited or unenforceable in any respect.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

COMPANY:

CTA COMMUNICATIONS, INC., a Virginia corporation

By: /s Cheryl S. Giggetts
Name: Cheryl S. Giggetts
Title: President

BUYER:

AECOM SERVICES, INC. a California corporation

By: s/Ray A. Landy
Name: Ray A. Landy
Title: President

PARENT:

HAYES, SEAY, MATTERN & MATTERN, INC.,
a Virginia corporation

By: s/Cecil G. Doyle
Name: Cecil G. Doyle
Title: President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the day and year first above written.

COMPANY:

CTA COMMUNICATIONS, INC., a Virginia corporation

By: s/Kenneth A. Ballard
Name: Kenneth A. Ballard
Title: Vice President, Secretary - Treasurer

BUYER:

AECOM SERVICES, INC. a California corporation

By: s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

PARENT:

HAYES, SEAY, MATTERN & MATTERN, INC.,
a Virginia corporation

By: s/Stephen P. Clinton
Name: Stephen P. Clinton
Title: Ex Vice President

OFFICERS' CERTIFICATE

We, Cheryl S. Giggetts and Kenneth A. Ballard certify that:

1. We are the President and Vice President/Secretary — Treasurer of CTA COMMUNICATIONS, INC., a corporation duly organized and existing under the laws of the Commonwealth of Virginia.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	Total No. of Shares Entitled to Vote
Common	86,500

3. The principal terms of the agreement of merger in the form attached were approved by the sole shareholder of this corporation by a vote of 100% of the shares of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 2009

s/Cheryl S. Giggetts
Name: Cheryl S. Giggetts
Title: President

s/Kenneth A. Ballard
Name: Kenneth A. Ballard
Title: Vice President, Secretary - Treasurer

OFFICERS' CERTIFICATE

We, Ray A. Landy and Robyn L. Miller certify that:

1. We are the President and Corporate Secretary of AECOM SERVICES, INC., a corporation duly organized and existing under the laws of the state of California.

2. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	Total No. of Shares Entitled to Vote
Common	1,000

3. The principal terms of the agreement of merger in the form attached were approved by the sole shareholder of this corporation by a vote of 100% of the shares of the corporation.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: February 23, 2009

s/Ray A. Landy
Name: Ray A. Landy
Title: President

s/Robyn L. Miller
Name: Robyn L. Miller
Title: Corporate Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

HOLMES & NARVER CONSTRUCTORS, INC.,
(a Delaware corporation)

AND

HOLMES AND NARVER TECHNICAL SERVICES, INC.,
(a California corporation)

INTO

AECOM SERVICES, INC.
(a California corporation)

(Pursuant to California Corporation Code Section ! HO and Section 253 of the Delaware General Corporation Law)

Randy Castro and Kevin James Stubblebine certify that:

1. They are the President and Assistant Secretary, respectively, of AECOM Services, Inc,, a corporation organized and existing under the laws of the State of California (the "***Company***").

2. The Company is the owner of one hundred percent (100%) of the outstanding shares of each class of capital stock of both Holmes & Narver Constructors, Inc., a corporation organized and existing under the laws of the State of Delaware, and Holmes & Narver Technical Services, Inc., a corporation organized and existing under the laws of the State of California; both of which are collectively known as the "***Subsidiaries***").

3. The Company, by the following resolutions adopted on September 30, 2015 by the Board of Directors of the Company, hereby merges the Subsidiaries into the Company, with the Company as the surviving corporation (the "***Mergers***"):

"Approval of Short Form Merger

WHEREAS, the Company is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of each class of stock of Holmes & Narver Constructors, Inc., a Delaware corporation;

WHEREAS, the Company is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of each class of stock of Holmes & Narver Technical Services, Inc., a California corporation;

WHEREAS, Holmes & Narver Constructors, Inc. and Holmes & Narver Technical Services, Inc. are collectively known as the "Subsidiaries";

WHEREAS, it is deemed to be advisable and in the best interests of the Company and its stockholders that the Company consolidate its operations by merging the Subsidiaries with and into the Company (the "***Mergers***");

WHEREAS, California Corporations Code Section 1110 (the "CCC") and Section /53 of the Delaware General Corporation Law (the "DCCL") provide that if a parent corporation owns at least ninety percent (90%) of the outstanding shares of each class of stock of a subsidiary corporation, such subsidiary corporation may be merged with and into the parent upon, among other things, the adoption of an appropriate resolution by the Board of Directors of the parent corporation and the filing of a Certificate of Ownership and Merger with the California Secretary of State and the Delaware Secretary of State; and WHEREAS, the Company intends that the Mergers qualify as tax-free statutory mergers under Section 368(a)(1)(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, IT BE RESOLVED, that the Mergers are approved and that, effective upon the filing of the Certificate of Ownership and Merger with the California and Delaware Secretaries of State, the Company shall merge the Subsidiaries with and into itself and assume all obligations of the Subsidiaries pursuant to Section 1110 of the CCC and Section 253 of the DGCL;

RESOLVED FURTHER, that upon the Mergers becoming effective, all issued and outstanding shares of each class of stock of the Subsidiaries are cancelled;

RESOLVED FURTHER, that the Certificate of Incorporation and Bylaws of the Company shall not be amended and shall remain the Certificate of Incorporation and Bylaws of the surviving corporation;

RESOLVED FURTHER, that the officers of the Company, and any of them, are each hereby authorized and directed to execute all documents, agreements and other instruments and to take such actions and perform such acts as they may deem necessary or advisable to carry out and perform the purposes of these resolutions; and

RESOLVED FURTHER, that the Company shall cause to be executed and filed and/or recorded the Certificate of Ownership and Merger and all other documents prescribed by the laws of the State of California and the laws of the State of Delaware, and by the applicable laws of any other jurisdiction and will cause to be performed all necessary acts within California and Delaware and in any other applicable jurisdiction necessary and appropriate to effect the Mergers.

General Authority

RESOLVED, that any and all actions, whether previously or subsequently taken by the officers of the Company which are consistent with the intent and purposes of the foregoing resolutions, shall be and the same hereby are, in all respects, ratified, approved and confirmed; and

RESOLVED FURTHER, that the officers of the Company and such persons appointed to act on their behalf pursuant to the foregoing resolutions are hereby authorized and directed in the

name of the Company, and on its behalf, to execute any additional certificates, agreements, instruments or documents, or any amendments or supplements thereto, or to do or to cause to be done any and all other acts as they deem necessary, appropriate or in furtherance of the purposes of each of the foregoing resolutions and the transactions contemplated therein."

4. We further declare under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of our own knowledge.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Company has caused this Certificate of Ownership and Merger to be signed by its President and Assistant Secretary on this 30th day of September, 2015.

By: s/Randy Castro
Name: Randy Castro
Title: President

By: _____
Name: Kevin James Stubblebine
Title: Secretary

[Signature Page to the Certificate of Ownership and Merger for AECOM Services, Inc., Holmes & Narver Constructors, Inc., and Holmes & Narver Technical Services, Inc.]

I hereby certify that the foregoing transcript of 114 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

FEB 16 2017

Date: RD

ALEX PADILLA, Secretary of State

16-621788

State of California
Secretary of State
Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

19 S

FILED
Secretary of State
State of California
JUL 05 2016

31/NF/cc/28K - 7/12/16

This Space for Filing Use Only

1. CORPORATE NAME
AECOM Services, Inc.

2. CALIFORNIA CORPORATE NUMBER
C0390443

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 300 South Grand Avenue, 9th Floor	Los Angeles	CA	90071
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 300 South Grand Avenue, 9th Floor	Los Angeles	CA	90071
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ Randy Castro	300 South Grand Avenue, 9th Floor	Los Angeles	CA	90071
8. SECRETARY Aren Fairchild	303 East Wacker Drive, Suite 1300	Chicago	IL	60601
9. CHIEF FINANCIAL OFFICER/ Dennis Deslatte	999 Town & Country Road	Orange	CA	92868

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME Randy Castro	300 South Grand Avenue, 9th Floor	Los Angeles	CA	90071
11. NAME Chuck Malcarne	3101 Wilson Boulevard	Arlington	VA	
12. NAME John Spyhalski	10 S. Jefferson Street	Roanoke	VA	24011

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
C T CORPORATION SYSTEM C0168406

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
		CA	

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Architecture, engineering and related consulting services.

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7/1/2016	Dennis Deslatte	CFO & Treasurer	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

SI-200 (REV 01/2013) APPROVED BY SECRETARY OF STATE

CA0R1 - 2/9/2016 Wolters Kluwer Online

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

FH96849

FILED

In the office of the Secretary of State of the State of California

JAN-07 2017

This Space for Filing Use Only

1. CORPORATE NAME
AECOM SERVICES, INC.

2. CALIFORNIA CORPORATE NUMBER
C0390443

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ RANDY CASTRO	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			
8. SECRETARY ANDREW DOPHEIDE	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			
9. CHIEF FINANCIAL OFFICER/ DENNIS A DESLATTE	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME CHUCK MALACARNE	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			
11. NAME RANDY CASTRO	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			
12. NAME JOHN SPYHALSKI	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
C T CORPORATION SYSTEM

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ARCHITECTURE, ENGINEERING AND

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

01/07/2017	KELLY LETTMANN	POA	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

State of California
Secretary of State

S

FH96849

Attachment to
Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

This Space for Filing Use Only

A. CORPORATE NAME
AECOM SERVICES, INC.

B. CALIFORNIA CORPORATE NUMBER C0390443

C. List of Additional Directors

NAME	ADDRESS	CITY	STATE	ZIP CODE
BRIAN SCOTT WATERS	300 SOUTH GRAND AVENUE 9TH FLOOR, LOS ANGELES, CA 90071			
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
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NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE
NAME	ADDRESS	CITY	STATE	ZIP CODE

I hereby certify that the foregoing transcript of 3 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

FEB 16 2017

Date: RO

ALEX PADILLA, Secretary of State

Exhibit 3.25

ARTICLES OF INCORPORATION

OF

FUGRO U. S., INC.

We, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of California and do hereby certify as follows:

FIRST: Name. The name of the corporation is:

FUGRO U. S., INC.

SECOND: Purposes. The purposes for which the corporation is formed are:

(a) The specific business in which the corporation intends to engage primarily is the business of consulting engineering and/or engineering geology and/or the application of earth sciences to engineering problems.

(b) To manufacture, buy, sell, deal in, and to engage in, conduct and carry on the business of manufacturing, buying, selling and dealing in goods, wares and merchandise of every class and description.

(c) To purchase or otherwise acquire, own, hold, lease, hypothecate, sell or otherwise dispose of, and exercise all privileges of ownership over real and personal property within and without the state, and to take real and personal property by will, gift or bequest.

(d) To purchase or otherwise acquire, hold, own, and exercise all rights of ownership in, and to sell, transfer or pledge or guarantee the payment of dividends or interest on shares of the capital stock or bonds of any corporation engaged in any related activity or which may be necessary, convenient or desirable for furthering the best interests of the corporation.

(e) To apply for, take out, acquire, own, use, license the use of, and dispose of, trademarks, copyrights and patents.

(f) To borrow money without imitation as to amount of corporate indebtedness and liability, and to secure the payment thereof by note, mortgage, bond, deed of trust, trust receipt, or.by any, other lawful means; to lend money in connection with the corporation's other lawful activities and to take and receive notes, mortgages, bonds, deeds of trust, trust receipts, or any other evidence of indebtedness or security for such loans.

(g) To guarantee the performance of, such obligations of others as may be directly or indirectly for the benefit of the corporation.

(h) To designate and employ agents, employees and representatives.

(i) To do everything suitable or proper for the accomplishment of any of the purposes or the attainment of any of the objects herein enumerated, or necessary or desirable for the interest or benefit of the corporation, and in add' ton to exercise and possess all powers, rights and privileges necessary and incidental to the purposes for which the corporation is organized or the activities in which it is engaged.

(j) To participate in any transaction or to engage in any business whatsoever related or unrelated to the purpose in paragraph (a), in any legal capacity including but not limited to principal, agent, general or limited partner, and joint venturer, to exercise from time to time all of the rights, powers and privileges conferred by law upon a corporation, to engage in any lawful activity and to conduct all of the above activities in any part of the world.

The enumerated purposes of this corporation shall be deemed powers as well as purposes. The foregoing statement of purposes and powers shall be liberally construed and no general provision shall be limited by reference to or inference from any other provision of these Articles.

THIRD: Principal Office. The county of the State of California in which the principal office for the transaction of business of the corporation is to be located is Los Angeles County.

FOURTH: Capital Stock. The corporation is authorized to issue only one class of stock to be classified as Common Stock. The total number of shares of stock which the corporation is authorized to issue is Two Thousand Five Hundred (2,500) shares. All shares of stock are to be without par value.

FIFTH: Directors. The number of directors of the, corporation shall be five (5) until changed by amendment of these Articles or by a by-law duly adopted by the shareholders. The names and addresses of persons appointed to act us the first directors are:

Name	Address
Jack J. Schoustra	
Jacobus de Ruiter	Richard Wagnerlaan 8, Voorschoten,
Kornelis Joustra	Voorburgseweg 54, Leidschendam,
Abraham F. van Weele	Brugweg 78, Waddinxveen,

IN WITNESS WHEREOF, the undersigned, constituting the incorporators of the corporation and the persons named herein as the first directors of the corporation, have executed these Articles of Incorporation this day of 1970.

Jock J. Schoustra

Jacobus de Ruiter

Kornelis Joustra

Abraham F. van Weele

STATE OF CALIFORNIA)
) ss.
COUNTY' OF LOS ANGELES)

On , 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JACK J. SCHOUSTRA, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

My Commission Expires:

STATE OF CALIFORNIA)
) ss.
COUNTY' OF LOS ANGELES)

On , 1970, before me, the under- signed, a Notary Public in and for said County and State, personally appeared known to me to be the person whose. name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Notary Public in and for
said County and State

My Commission Expires:

For the legalization of the signature of Jacobus de Ruiter, residing at Voorschoten, Richard Wagnerlaan 8, I, Theodorus Johannes Marie Schuurmans, notary, practising at Rotterdam, hereunto put my hand and seal on this 21st day of September 1970.

For the legalization -of the signature of Kornelis Joustra, residing at Leidschendam, Voorburgseweg 54, I, Theodorus Johannes Marie Sohuurmans, notary, practising at Rotterdam, hereunto put my hand and seal on this 21st day of September 1970.

For the legalization of the signature of Abraham Francois van Weele, residing at Waddinxveen, Brugweg 78, I, Theodorus Johannes Marie Sohuurmans, notary, practising at Rotterdam, hereunto put my hand and seal on this 21st September 1970.

KINGDOM OF THE NETHERLANDS)
PROVINCE OF SOUTH HOLLAND)
CITY OF ROTTERDAM) S.S.

CONSULATE GENERAL OF THE)
UNITED STATES OF AMERICA)

I. H. Scott Witmer II. Vice Consul of the United States of America at Rotterdam, Netherlands, duly commissioned and qualified, do hereby certify that

Mr. Th. J. M. Schuurmans

by whom the annexed instrument has been signed, was at the time he signed the annexed certificate, a Notary at Rotterdam, Netherlands

Notary at Rotterdam, Netherlands

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the American Consulate General at Rotterdam, Netherlands, 21st day September 1970

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
FUGRO U.S., INC.

CARLOS ESPANA AND WILLIAM J. MONAHAN, JR. certify that:

1. They are the President and Secretary, respectively, of Fugro U.S., Inc., a California corporation.

2. Article FIRST of the Articles of Incorporation of this corporation is amended to read in its entirety as follows:

"Name. The name of this corporation is ERTEC WESTERN, INC."

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors of this corporation.

4. The foregoing amendment of the Articles of Incorporation has been duly approved-by the required vote of Ertec, Inc., the sole shareholder of all the outstanding capital stock of this corporation, in accordance with Section 902 of the Corporations Code. The total number of outstanding, hares of this corporation is 19. The number of shares voting in favor of the amendment exceeded the vote required; the percentage vote required was more-than 50%.

CARLOS ESPANA, President

WILLIAM J. NONAHAN, JR., Secretary

The undersigned declare under penalty' of perjury that the matters set forth in the foregoing certificate are true of their own knowledge. Executed at Long Beach, California, on January , 1981.

CARLOS ESPANA

WILLIAM J. NONAHAN JR.

CERTIFICATE OF OWNERSHIP

CARLOS ESPANA and WILLIAM J. MONAHAN, JR. certify that:

1. They are the duly elected and acting, President and Secretary, respectively, of Ertec Western, Inc., a California corporation.

2. Ertec Western, Inc. owns one hundred percent (100%) of the outstanding shares of each class of the capital stock of Fugro National, Inc. and-Ertec (Iran), Inc., each, of which is a California corporation.

3. The Board of Directors of Ertec Western, Inc. has duly adopted the following resolutions by unanimous written consent:

WHEREAS, Ertec Western, Inc. is the sole share- holder of Fugro National, Inc. and Ertec (Iran), Inc.;

WHEREAS, it is deemed advisable and in the best interests of Ertec Western, Inc. and its shareholder that Fugro National, Inc. and Ertec (Iran), Inc. be merged into Ertec Western, Inc.;

NOW, THEREFORE, BE IT RESOLVED, that Ertec Western, Inc. merge Fugro National, Inc. and Ertec (Iran), Inc., its subsidiaries, into itself and assume all of the liabilities of each of Fugro National, Inc. and Ertec (Iran), Inc. pursuant to Section 1110 of the California Corporations Code;

RESOLVED, FURTHER, that any one or more of the officers of Ertec Western, Inc. be, and each of them hereby is, authorized and directed to take all such further action and to execute and deliver all such further documents as such officer or officers acting shall determine to be necessary or appropriate to consummate said merger.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Ownership on July 13, , 1981.

CARLOS ESPANA, President

WILLIAM J. NONAHAN, JR., Secretary

The undersigned CARLOS ESPANA and WILLIAM J. MONAHAN, JR., the President and Secretary, respectively, of ERTEC WESTERN, INC., each declares under penalty of perjury that the matters set out in the foregoing Certificate of Ownership are true to his own knowledge.

Executed at. Long Beach, California, on July 13, 1981.

CARLOS ESPANA, President

WILLIAM J. NONAHAN, JR., Secretary

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
ERTEC WESTERN, INC.

CARLOS ESPANA AND WILLIAM J. MONAHAN, JR. certify that.

1. They are the President and Secretary, respectively, of Ertec Western, Inc., a California corporation.

2. Article FIRST of the Articles of Incorporation of this corporation is amended to read in its entirety as follows:

"Name. The name of this corporation is THE EARTH TECHNOLOGY CORPORATION (WESTERN)."

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the Board of Directors of this corporation.

4. The foregoing amendment of the Articles of Incorporation has been duly approved by the required vote of the sole shareholder of all of the outstanding capital stock of this corporation, in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of this corporation is 19. The number of shares voting in favor of the amendment exceeded the vote required; the percentage vote required was more than 50%.

The undersigned declare under penalty of perjury under the laws of the State of California that the matters set forth in the foregoing certificate are true of their own knowledge. Executed at Long Beach, California, on December 20, 1983.

CARLOS ESPANA, President

WILLIAM J. NONAHAN, JR., Secretary

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
THE EARTH TECHNOLOGY CORPORATION (WESTERN)

We, Jack J. Schoustra, the Chairman of the Board and Patricia E. Montgomery, the Secretary of The Earth Technology Corporation (Western), a corporation duly organized and existing under the laws of the State of California do hereby certify:

1. That they are the Chairman of the Board and the Secretary, respectively of The Earth Technology Corporation (Western), a California corporation.

2. That an amendment to the articles of incorporation of this corporation has been approved by the board of directors.

3. That the shareholders have adopted said amendment by written consent. The amendment was approved by the holders of outstanding shares having not less than the minimum number of required votes of shareholders necessary to approve said amendment in accordance with Section 902 of the California Corporation Code.

4. That the designation and total number of outstanding shares entitled to vote on said amendment and the minimum percentage vote required of each class or series entitled to vote on said amendment for approval thereof are as follows:

Designation	Number of shares outstanding entitled to vote	Minimum% vote required to approve
Common	100	more than 50%

5. That the number of shares of each class which gave written consent in favor of said amendment equalled or exceeded the minimum percentage vote required of each class entitled to vote, as set forth above.

6. That the amendment approved by both the board of directors and the shareholders reads as follows:

The articles of incorporation of this corporation are amended so as to read as follows:

"First: That the name of said corporation shall be The Earth Technology Corporation."

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificates are true of their own knowledge.

Executed at Long Beach, California on August 24, 1991.

Jack J. Schoustra, Chairman of the Board

"Patricia E. Montgomery, Sectary

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
THE EARTH TECHNOLOGY CORPORATION

Diane C. Creel and Charles S. Alpert certify that:

1. They are the president and secretary, respectively, of The Earth Technology Corporation, a California corporation.

2. Article First the articles of incorporation of this corporation is amended to read as follows:

"The name of the corporation is EARTH TECH, INC."

3. The foregoing amendment of articles of incorporation has been duly approved by the board of directors.

4. The foregoing amendment of articles of incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the corporation is 100. The total number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: August 38 1995

Diane C. Creel. President and Chief Executive officer

Charles S. Alpert, Secretary

AGREEMENT OF MERGER

For the Merger of Aqua Resources Incorporated,
a Nevada corporation, with and into
EARTH TECH, INC.
a California corporation

This Agreement of Merger ("Agreement") is entered into between Aqua Resources Incorporated, a Nevada corporation ("Aqua"), and EARTH TECH, INC. (formerly The Earth Technology Corporation), a California corporation (*Earth Tech").

RECITALS

Aqua is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.

Earth Tisch is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

The parties desire to merge such that Aqua merges into Earth Tech and Earth Tech is the surviving corporation (the "Merger").

NOW, THEREFORE, for good and valuable consideration, the receipt and Sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Aqua shall be merged into Earth Tech effective August 25, 1995.

2. All presently outstanding shares of stock of Earth Tech shall remain outstanding as shares of Earth Tech upon the effective date of the Merger.

3. All presently outstanding shares of stock of Aqua shall be cancelled upon the effective date of the Merger.

4. The directors and officers of 'Earth Tech shall continuo in office until this. next annual meeting and until their successors have been elected and qualified.

5. The Articles of Incorporation and Bylaws of Earth Tech as existing on the effective date of the Merger shall continue in full force until altered, amended as provided therein, or as provided by law, and are not to be amended by virtue of the Merger.

6. Barth Tech say be sued in Nevada for any prior obligation of *pia and any obligation hereafter incurred by Berth Tech so long as any liability remains outstanding against bath Tech or Aqua in Nevada. Earth Tech shall irrevocably appoint the Secretary of State of Nevada as its agent to accept service of process in any action for the enforcement of any each obligation.

7. To the extent assignable all licenses, permits certificates qualifications and authorizations under which Aqua conducts business shall be assigned to Earth Tech.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be executed by their respective officers thereunto duly authorized on the respective dates set forth below.

Aqua Resources Incorporated,
a Nevada corporation By:

August , 1995 By: _____
Diane C. Creel, President and Chief Executive Officer

August , 1995 By: _____
Charles S. Alpert, Secretary

EARTH TECH, INC., a California corporation

August , 1995 By: _____
Diane C. Creel, President and Chief Executive Officer

August , 1995 By: _____

OFFICERS' CERTIFICATE
OF
EARTH TECH, INC.

Diane C. Creel and Charles S. Alpert do hereby certify that:

1. They are the President and the Secretary, respectively, of EARTH TECH, INC., a California corporation (formerly The Earth Technology Corporation).

2. The Agreement of Merger attached hereto was entitled to be and was approved by the board of directors alone without approval of the shareholders, under the provisions of Section 1201 of the California Corporations Code,

Each of the undersigned declares under penalty of perjury that the statements- contained in the foregoing certificate are true of their own knowledge.

August , 1995 By: _____
Diane C. Creel, President and Chief Executive Officer

August , 1995 By: _____
Charles S. Alpert, Secretary

OFFICERS' CERTIFICATE
OF
AQUA RESOURCES INCORPORATED

Diane C. Creel and Charles S. Alpert do hereby certify that:

1. They are the President and the Secretary, respectively of Aqua Resources Incorporated, a Nevada corporation ("Aqua").

2. The total number of outstanding shares of each class of Aqua entitled to vote on the merger of Aqua with and into EARTH TECH, INC., a California corporation (formerly The Earth Technology Corporation), is as follows:

Class	Total number of shares entitled to vote
Common	290

3. The principal terms of the agreement of merger in the form attached hereto were approved by the shareholders of Aqua by a vote of the number of shares of each class which equalled or exceeded the vote required by each class to approve such agreement of merger.

4. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.

5. Each class entitled to vote and the minimum percentage vote of each such class is as follows:

Class	Minimum percentage vote required to approve the merger
Common	more than 50%

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

August , 1995 By: _____
Diane C. Creel, President and Chief Executive Officer

August , 1995 By: _____
Charles S. Alpert, Secretary

AGREEMENT OF MERGER

For the Merger of Summit Environmental Group, Inc.,
a Delaware corporation, with and into EARTH TECH, INC.
a California corporation

This Agreement of Merger ("Agreement") is entered into between Summit Environmental Group, Inc., a Delaware corporation ("Summit"), and EARTH TECH, INC. (formerly The Earth Technology Corporation), a California corporation ("Earth Tech").

RECITALS

Summit is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

Earth Tech is a corporation duly organized, validly existing, and in good standing under the laws of the State of California.

The parties desire to merge such that Summit merges into Earth Tech and Earth Tech is the surviving corporation (the "Merger").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Summit shall be merged into Earth Tech effective August 25, 1995.

2. All presently outstanding shares of stock of Earth Tech shall remain outstanding as shares of Earth Tech upon the effective date of the Merger.

3. All presently outstanding shares of stock of Summit shall be cancelled upon the effective date of the Merger.

4. The directors and officers of Earth Tech shall continue in office until the next annual meeting and until their successors have been elected and qualified.

5. The Articles of Incorporation and Bylaws of Earth Tech as existing on the effective date of the Merger shall continue in full force until altered, amended as provided therein, or as provided by law, and are not to be amended by virtue of the Merger.

6. Earth Tech may be sued in Delaware for any prior obligation of Summit and any obligation hereafter incurred by Earth Tech so long as any liability remains outstanding against Earth Tech or Summit in Delaware. Earth Tech shall irrevocably appoint the Secretary of State of Delaware as its agent to accept service of process in any action for the enforcement of any such obligation.

7. To the extent assignable, all licenses, permits, certificates, qualifications and authorizations under which Summit conducts business shall be assigned to Earth Tech.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Merger to be executed by their respective officers thereunto below duly authorized on the respective dates set forth below

Summit Environmental Group, Inc.,
a Delamare corporation

August , 1995 By: _____
Diane C. Creel,
President and Chief
Executive Officer

August , 1995 By: _____
Charles S. Alpert,
Secretary

EARTH TECH, INC., a
California corporation

August , 1995 By: _____
Diane C. Creel,
President and Chief
Executive Officer

August , 1995 By: _____

OFFICERS' CERTIFICATE
OF
EARTH TECH, INC.

Diane C. Creel and Charles S. Alpert do hereby certify that:

1. They are the President and the Secretary, respectively, of EARTH TECH, INC., a California corporation.

2. The Agreement of Merger attached hereto was entitled to be and was approved by the board of directors alone without approval of the shareholders under the provisions of Section 1201 of the California Corporations Cods.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

August , 1995 By: _____
Diane C. Creel, President and
Chief Executive Officer

August , 1995 By: _____
Charles S. Alpert, Secretary

OFFICERS' CERTIFICATE
OF
SUMMIT ENVIRONMENTAL GROUP, INC.

Diane C. Creel and Charles S. Alpert do hereby certify that•

1. They are the President and the Secretary, respectively, of Summit Environmental Group, Inc., a Delaware corporation ("Summit").

2. The total number of outstanding shares of each class of Summit entitled to vote on the merger of Summit with and into EARTH TECH, INC., a California corporation, is as follows:

Class	Total number of shares entitled to vote
Common	3,000,000

3. That the principal terms of the agreement of merger in the form attached hereto were approved by the share- holders of Summit by a vote of the number of shares of each class which equalled or exceeded the vote required by each class to approve said agreement of merger.

4. The shareholder approval was by the holders of 1008 of the outstanding shares of the corporation.

5. That each class entitled to vote and the minimum percentage vote of each such class is as follows:

Class	Minimum percentage vote required to approve the merger
Common	more than 50%

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

August , 1995 By: _____
Diane C. Creel, President and
Chief Executive Officer

August , 1995 By: _____
Charles S. Alpert, Secretary

CERTIFICATE OF OWNERSHIP

MERGING

Whitman & Howard, Inc.
(subsidiary corporation)

INTO

EARTH TECH, Inc.
(parent corporation)

We, Mark H. Swartz, the Vice President, and M. Brian Moroze, the Assistant Secretary, of EARTH TECH, Inc., do hereby certify:

1. That we are the Vice President and the Assistant Secretary of this corporation.

2. That this corporation is duly organized and existing under the laws of the State of California.

3. That this corporation owns 100 percent of the outstanding shares of Whitman & Howard, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, the provisions of which permit a merger in the manner provided by Chapter 156B, Section 82 of the Massachusetts Business Corporation Law.

4. That the following resolutions were adopted and approved by the board of directors of this corporation:

1. The Parent (EARTH TECH, Inc.) merge, and does hereby merge into itself the Merging Corporation (Whitman & Howard, Inc.), its subsidiary, and assumes all of its obligations pursuant to Section 1110 of the California Corporations Code.

2. The Agreement and Plan of Merger attached hereto as "Exhibit A" be, and hereby is, approved, and further, Parent shall deliver and perform its obligations under the Agreement and Plan of Merger.

3. The proper officers of Parent be, and each of them hereby is, authorized and empowered, in the name and on behalf of Parent to execute, acknowledge, certify, deliver and file with the California Secretary of State a Certificate of Ownership and all such further documents, agreements, certificates or instruments, and to take all such further action as any such officer may approve as necessary, proper, convenient or desirable in order to carry out the foregoing resolution and to effect the Merger in accordance with the Agreement and Plan of Merger, the execution, acknowledgment, certification, delivery, and/or filing whereof and the taking of any such action to be conclusive, but not exclusive, evidence of such approval and the approval thereof by the Board of Directors.

4. The Merger shall be effective as of June 30, 1996, upon the filing of the Certificate of Ownership with the Secretary of State of the State of California.

5. That this certificate shall become effective upon the later of its filing with the California Secretary of State, or June 30, 1996.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Exeter, New Hampshire, on the 21'1: day of June, 1996.

Mark H. Swartz,
Vice President

M. Brian Moroze,
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This agreement and plan of merger (the "Agreement and Plan of Merger") is dated as of the list day of June, 1996, and is between EARTH TECH, Inc., a California corporation (either "EARTH TECH" or the "Surviving Corporation"), and Whitman & Howard, Inc., a Massachusetts corporation (the "Merging Corporation").

WHEREAS, EARTH TECH owns all of the outstanding shares of the Merging Corporation.

WHEREAS, EARTH TECH is desirous of merging the Merging Corporation with and into itself.

WHEREAS, the Board of Directors of each of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger pursuant to their Certificates of Incorporation and their respective By-Laws,

NOW, THEREFORE, IT IS AGREED:

1. That the Merging Corporation shall be merged with and into EARTH TECH (the "Merger").

2. That EARTH TECH shall be the surviving corporation (the "Surviving Corporation").

3. That the Merger shall be effective as of June 30, 1996 (the "Effective Time") upon the filing of the Certificate of Ownership with the Secretary of State of the State of California pursuant to the requirements of Section 1110 of the California Corporations Code.

4. That the Articles of Incorporation, as amended, of EARTH TECH in effect immediately prior to the Effective Time shall be the Articles of Incorporation, as amended, of the Surviving Corporation.

5. That the By-Laws of EARTH TECH in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.

6. That the directors of EARTH TECH immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of EARTH TECH immediately r' for to the Effective Time shall be the officers of the Surviving Corporation.

7. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without any consideration being payable therefor.

8. That at the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and by operation of law assume and be liable for all the liabilities, obligations and penalties of EARTH TECH and the Merging Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above named corporations, as of the day and year first above written.

EARTH TECH, Inc.

By: _____
Mark H. Swartz,
Vice President

Whitman & Howard, Inc.

By: _____
Mark H. Swartz,
Vice President

CERTIFICATE OF OWNERSHIP

MERGING

Environmental Technology of North America, Inc.
(subsidiary corporation)

INTO

EARTH TECH, Inc.
(parent corporation)

We, Mark H. Swartz, the Vice President, and M. Brian Moron, the Assistant Secretary, of EARTH TECH, Inc., do hereby certify:

1. That we are the Vice President and the Assistant Secretary of this corporation.

2. That this corporation is duly organized and existing under the laws of the State of California.

3. That this corporation owns 100 percent of the outstanding shams of Environmental Technology of North America, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Virginia, the provisions of which permit a merger in the manner provided by Section 13.1-719 of the Virginia Stock Corporation Act.

4. That the following resolutions were adopted and approved by the board of directors of this corporation:

1. The Parent (EARTH TECH, Inc.) merge, and does hereby merge into itself the Merging Corporation (Environmental Technology of North America, Inc.), its subsidiary, and assumes all of its obligations pursuant to Section 1110 of the California Corporations Code.

2. The Agreement and Plan of Merger attached hereto as “Exhibit A” be, and hereby is, approved, and further, Patent shall deliver and perform its obligations under the Agreement and Plan of Merger.

3. The proper officers of Parent be, and each of them hereby is, authorized and empowered, in the name and on behalf of Parent to execute, acknowledge, certify, deliver and file with the California Secretary of State a Certificate of Ownership and all such further documents, agreements, certificates or instruments, and to take all such further action as any such officer may approve as necessary, proper, convenient or desirable in order to carry out the foregoing resolution and to effect the Merger in accordance with the Agreement and Nan of Merger, the execution, acknowledgment, certification, delivery, and/or filing whereof and the taking of any such action to be conclusive, but not exclusive, evidence of such approval and the approval thereof by the Board of Directors.

5. That this certificate shall become effective upon the later of its filing with the California Secretary of State, or June 30, 1996.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Exeter, New Hampshire, on the day of June, 1996.

_____
Mark H. Swartz,
Vice President

_____
M. Brian Moroze,
Assistant Secretary

AGREEMENT AND PLAN OF MERGER.

This agreement and plan of merger (the "Agreement and Plan of Merger") is dated as of the day of June, 1996, and is between EARTH TECH, Inc., a California corporation (either "EARTH TECH" or the "Surviving Corporation"), and Environmental Technology of North America, Inc., a Virginia corporation (the "Merging Corporation").

WHEREAS, EARTH TECH owns all of the outstanding shares of the Merging Corporation.

WHEREAS, EARTH TECH is desirous of merging the Merging Corporation with and into itself.

WHEREAS, the Board of Directors of each of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger pursuant to their Certificates of Incorporation and their respective By-Laws.

NOW, THEREFORE, IT IS AGREED:

1. That the Merging Corporation shall be merged with and into EARTH TECH (the "Merger").

2. That EARTH TECH shall be the surviving corporation (the "Surviving Corporation").

3. That the Merger shall be effective as of June 30, 1996 (the "Effective Time") upon the tiling of the Certificate of Ownership with the Secretary of State of the State of California pursuant to the requirements of Section 1110 of the California Corporations Code.

4. That the Articles of Incorporation, as amended, of EARTH TECH in effect immediately prior to the Effective Time shall be the Articles of Incorporation, as amended, of the Surviving Corporation.

5. That the By-Laws of EARTH TECH in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.

6. That the directors of EARTH TECH immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of EARTH TECH immediately prior to the Effective Time shall be the officers of the Surviving Corporation.

7. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without any consideration being payable therefor.

8. That at the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of EARTH TECH and the Merging Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above named corporations, as of the day and year first above written.

EARTH TECH, Inc.

By: _____
Mark H. Swartz,
Vice President

Environmental Technology of North America, Inc.

By: _____
Mark H. Swartz,
Vice President

CERTIFICATE OF OWNERSHIP

MERGING

WW Engineering & Science, Inc.
(subsidiary corporation)

INTO

EARTH TECH, Inc.
(parent corporation)

We, Mark H. Swartz, the Vice President, and M. Brian Moroze, the Assistant Secretary, of EARTH TECH, Inc., do hereby certify:

1. That we are the Vice President and the Assistant Secretary of this corporation.

2. That this corporation is duly organized and existing under the laws of the State of California.

3. That this corporation owns 100 percent of the outstanding shares of WW Engineering & Science, Inc., a corporation duly organized and existing under the laws of the State of Michigan, the provisions of which permit a merger in the manner provided by Section 450.1711 of the Michigan Business Corporation Act

4. That the following resolutions were adopted and approved by the board of directors of this corporation:

1. The Parent (EARTH TECH, Inc.) merge, and does hereby merge into itself the Merging Corm ration (WW Engineering & Science, Inc.), its subsidiary, and assumes all of its obligations pursuant to Section 1110 of the California Corporations Code.

2. The Agreement and Plan of Merger attached hereto as "Exhibit A" be, and hereby is, approved, and further, Parent shall deliver and perform its obligations wider the Agreement and Plan of Merger.

3. The proper officers of Parent be, and each of them hereby is, authorized and empowered, in the name and on behalf of Parent to execute, acknowledge, certify, deliver and file with the California Secretary of State a Certificate of Ownership and all such further documents, agreements, certificates or instruments, and to take all such further action as any such officer may approve as necessary, proper, convenient or desirable in order to carry out the foregoing resolution and to effect the Merger in accordance with the Agreement and Plan of Merger, the execution, acknowledgment, certification, delivery, and/or filing whereof and the taking of any such action to be conclusive, but not exclusive, evidence of such approval and the approval thereof by the Board of Directors.

5. That this certificate shall become effective upon the later of its filing with the California Secretary of State, or June 30, 1996.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Exeter, New Hampshire, on the day of June, 1996.

Mark H. Swartz,
Vice President

M. Brian Moroze,
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This agreement and plan of merger (the "Agreement and Plan of Merge') is dated as of the day of June, 1996, and is between EARTH TECH, Inc., a California corporation (either "EARTH TECH" or the "Surviving Corporation"), and WW Engineering & Science, Inc.,

a Michigan corporation (the "Merging Corporation").

WHEREAS, EARTH TECH owns all of the outstanding shares of the Merging Corporation.

WHEREAS, EARTH TECH is desirous of merging the Merging Corporation with and into itself.

WHEREAS, the Board of Directors of each of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger pursuant to their Certificates of Incorporation and their respective By-Laws.

NOW, THEREFORE, IT IS AGREED:

1. That the Merging Corporation shall be merged with and into EARTH TECH (the "Merger").

2. That EARTH TECH shall be the surviving corporation (the "Surviving Corporation").

3. That the Merger shall be effective as of June 30, 1996 (the "Effective Time") upon the filing of the Certificate of Ownership with the Secretary of State of the State of California pursuant to the requirements of Section 1110 of the California Corporations Code.

4. That the Articles of Incorporation, as amended, of EARTH TECH in effect immediately prior to the Effective Time shall be the Articles of Incorporation, as amended, of the Surviving Corporation,

5. That the By-Laws of EARTH TECH in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.

6. That the directors of EARTH TECH immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of EARTH TECH immediately prior to the Effective Time shall be the officers of the Surviving Corporation.

7. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Tine shall be cancelled and cease to exist without any consideration being payable therefor.

8. That at the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of EARTH TECH and the Merging Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above named corporations, as of the day and year first above written.

EARTH TECH, Inc.

By: _____
Mark H. Swartz,
Vice President

WW Engineering & Science, Inc.

By: _____
Mark H. Swartz,
Vice President

CERTIFICATE OF OWNERSHIP

MERGING

Barrett Consulting Group, Inc.
(subsidiary corporation)

INTO

EARTH TECH, Inc.
(parent corporation)

We, Mark H. Swartz, the Vice President, and M. Brian Moroze, the Assistant Secretary, of EARTH TECH, Inc., do hereby certify:

1. That we are the Vice President and the Assistant Secretary of this corporation.

2. That this corporation is duly organized and existing under the laws of the State of California.

3. That this corporation owns 100 percent of the outstanding shares of Barrett Consulting Group, Inc., a corporation duly organized and existing under the laws of the State of California, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

4. That the following resolutions were adopted and approved by the board of directors of this corporation:

1. The Parent (EARTH TECH, Inc.) merge, and does hereby merge into itself the Merging Corporation (Barrett Consulting Group, Inc.), its subsidiary, and assumes all of its obligations pursuant to Section 1110 of the California Corporations Code.

2. The Agreement and Plan of Merger attached hereto as -Exhibit A" be, and hereby is, approved, and further, Parent shall deliver and perform its obligations under the Agreement and Plan of Merger.

3. The proper officers of Parent be, and each of them hereby is, authorized and empowered, in the name and on behalf of Parent to execute, acknowledge, certify, deliver and file with the California Secretary of State a Certificate of Ownership and all such further documents, agreements, certificates or instruments, and to take all such further action as any such officer may approve as necessary, proper, convenient or desirable in order to carry out the foregoing resolution and to effect the Merger in accordance with the Agreement and Plan of Merger, the execution, acknowledgment, certification, delivery, and/or filing whereof and the taking of any such action to be conclusive, but not exclusive, evidence of such approval and the approval thereof by the Board of Directors.

5. That this certificate shall become effective upon the later of its filing with the California Secretary of State, or June 30, 1996.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate arc true of their own knowledge. Executed at Exeter, New Hampshire, on the 21st day of June, 1996.

_____

Mark H. Swartz,
Vice President

M. Brian Moroze,
Assistant Secretary

AGREEMENT AND PLAN OF MERGER

This agreement and plan of merger (the "Agreement and Plan of Merger") is dated as of the 21st day of June, 1996, and is between EARTH TECH, Inc., a California corporation (either "EARTH TECH" or the "Surviving Corporation"), and Barrett Consulting Group, Inc., a California corporation (the "Merging Corporation").

WHEREAS, EARTH TECH owns all of the outstanding shares of the Merging Corporation.

WHEREAS, EARTH TECH is desirous of merging the Merging Corporation with and into itself.

WHEREAS, the Board of Directors of each of the Surviving Corporation and the Merging Corporation have approved this Agreement and Plan of Merger pursuant to their Certificates of Incorporation and their respective By-Laws.

NOW, THEREFORE, IT IS AGREED:

1. That the Merging Corporation shall be merged with and into EARTH TECH (the "Merger").

2. That EARTH TECH shall be the surviving corporation (the "Surviving Corporation").

3. That the Merger shall be effective upon the filing of the Certificate of Ownership with the Secretary of State of the State of California pursuant to the requirements of Section 1110 of the California Corporations Code.

4. That the Articles of Incorporation, as amended, of EARTH TECH in effect immediately prior to the Effective Time shall be the Articles of Incorporation, as amended, of the Surviving Corporation.

5. That the By-Laws of EARTH TECH in effect immediately prior to the Effective Time shall he the By-Laws of the Surviving Corporation.

6. That the directors of EARTH TECH immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of EARTH TECH immediately prior to the Effective Time shall be the officers of the Surviving Corporation.

7. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be cancelled and cease to exist without any consideration being payable therefor.

8. That at the Effective Time, the Surviving Corporation shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of EARTH TECH and the Merging Corporation.

IN WITNESS WHEREOF, this Agreement and Plan of Merger has been executed by the duly authorized representatives of each of the above named corporations, as of the day and year first above written.

EARTH TECH, Inc.

By: _____
Mark H. Swartz,
Vice President

Barrett Consulting Group, Inc.

By: _____
Mark H. Swartz,
Vice President

CERTIFICATE OF OWNERSHIP

MERGING

TEAM ENGINEERING, INC.
(subsidiary corporation)

INTO

EARTH TECH, INC.)
(parent corporation)

We, J. Brad McGee, the Vice President, and M. Brian Moroze, the Assistant Secretary, of Earth Tech, Inc. (this "Corporation"), do hereby certify:

1. That we are the Vice President and Assistant Secretary of this Corporation.

2 That this Corporation is duly organized and existing under the laws of the State of California.

3. That this corporation owns 100 percent of the outstanding shares of Team Engineering, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

4. That the following Plan of Merger was adopted by the board of directors of this Corporation:

   a. That Team Engineering, Inc. (the "Merging Corporation") shall be merged with and into this Corporation (the "Merger").

   b. That this Corporation shall be the surviving corporation (the "Surviving Corporation") in the Merger.

   c. That the Merger shall be effective upon the filing of a Certificate of Ownership with the Secretary of State of California pursuant to the requirements of Section 1110 of the California General Corporation Law (the "Effective Time").

   d. That the Certificate of Incorporation of this Corporation in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation.

   e. That the By-Laws of this Corporation in effect immediately prior to the Effective Time shall he the By-Laws of the Surviving Corporation.

   f. That the directors of this Corporation immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers

of this: Corporation immediately prior to the Effective Time shall be the officers of the Surviving Corporation.

   g. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

   h. That at the Effective Time, this Corporation shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of the Merging Corporation.

5. This certificate shall become effective on December 31, 1997.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Exeter, New Hampshire, on December 17, 1997.

By: _____
J. Brad McGee, Vice President

By: _____
M. Brian Moroze, Assistant Secretary

CERTIFICATE OF OWNERSHIP

MERGING

REID CROWTHER CONSULTING, INC.

INTO

EARTH TECH, INC.

We, Diane C. Creel, the President, and Charles S. Alpert, the Secretary of Earth Tech, Inc. (the "Corporation") do hereby certify:

1 That we are the President and Secretary of the Corporation.

2 That the Corporation is duly organized and existing under the laws of the State of California.

3. That the Corporation owns 100 percent of the outstanding shares of Reid Crowther Consulting, Inc., a corporation duly organized and existing under the laws of the State of Washington, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

4. That the following plan of merger was duly adopted and approved by the board of directors of this corporation:

A. That Reid Crowther Consulting, Inc. ("Merging Corporation") shall be merged with and into Earth Tech, Inc. ("Parent") (the "Merger").

B. That Parent shall be the surviving corporation (the "Surviving Corporation") in the Merger.

C. That the Merger shall be effective upon the filing of Certificate of Ownership with the Secretary of State of California pursuant to the requirements of Section 1110 of the California Corporations Code.

D. That the articles of incorporation of Parent in effect immediately prior to the Effective Time shall be the articles of incorporation of the Surviving Corporation.

E. That the By-Laws of Parent in effect immediately prior to the Effective Time shall be the By-Laws of the Surviving Corporation.

F. That the directors of Parent immediately prior to the Effective Time shall be the directors of the Surviving Corporation, and the officers of Parent immediately prior to the Effective Time shall be the officers of the Surviving Corporation.

G. That each share of capital stock of the Merging Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and cease to exist without any consideration being payable therefor.

H. That at the Effective Time, Parent shall possess all the rights, privileges, immunities, power and purposes of the Merging Corporation, and shall by operation of law assume and be liable for all the liabilities, obligations and penalties of the Merging Corporation.

5. This certificate shall become effective on May 30, 2001.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Long Beach, California, on May 25, 2001.

By: _____
Diane, C. Creel , President

By: _____
Charles S. Alpert, Secretary

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
EARTH TECH, INC.

Alan P. Krusi and William E. Garrett certify that:

1. They are the President and Assistant Secretary, respectively, of Earth Tech, Inc., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows I. The name of this corporation is: AECOM Technical Services, Inc.

3 The forgoing amendment has been duty approved by the board of directors

4. The foregoing amendment was approved by the required vote of shareholders in accordance with California Corporation Code Section 902. The total number of outstanding shares of each class entitled to vote with respect to the amendment is 100. The total number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date November 6, 2008

Alan P. Krusi, President

Williams E. Garrett, Assistant Secretary

CERTIFICATE OF OWNERSHIP AND MERGER

MERGING

CASS WATER ENGINEERING, INC.
(a Delaware corporation)

AND

EARTH TECH WE HOLDING INC.
(a Delaware corporation)

INTO

AECOM TECHNICAL SERVICES, INC. I
(a California corporation)

(Pursuant to California Corporation Code Section 1110)

Timothy Keener and Kevin Stubblebine certify that:

1. They are the President and Secretary, respectively, of AECOM Technical Services, Inc., a corporation organized and existing under the laws of the State of California (the "**Company**").

2. The Company is the owner of one hundred percent (100%) of the outstanding shares of each class of capital stock of both CASS Water Engineering, Inc., a corporation organized and existing under the laws of the State of Delaware, and Earth Tech WE Holding Inc., a corporation organized and existing under the laws of the State of Delaware; both of which are collectively known as the "**Subsidiaries**").

3. The Company, by the following resolutions adopted on November 4, 2015 by the Board of Directors of the Company, hereby merges the Subsidiaries into the Company, with the Company as the surviving corporation (the "**Merger**"):

"Approval of Short Form Merger

WHEREAS, the Company is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of each class of stock of CASS Water Engineering, Inc., a Delaware corporation:

WHEREAS, the Company is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of each class of stock of Earth Tech WE Holding Inc., a Delaware corporation:

*WHEREAS, CASS Water Engineering, Inc. and Earth Tech WE Holding Inc. are collectively known as the "**Subsidiaries**";*

*WHEREAS, it is deemed to be advisable and in the best interests of the Company and its stockholders that the Company consolidate its operations by merging the Subsidiaries with and into the Company (the "**Merger**");*

*WHEREAS, California Corporations Code Section 1110 (the "**CCC**") and Section 253 of the Delaware General Corporation Law (the "**DGCL**") provide that if a parent corporation owns at least ninety percent (90%) of the outstanding shares of each class of stock of a subsidiary corporation, such subsidiary corporation may be merged with and into the parent upon, among other things, the adoption of an appropriate resolution by the Board of Directors of the parent corporation and the filing of a Certificate of Ownership and Merger with the California Secretary of State and the Delaware Secretary of State; and*

WHEREAS, the Company intends that the Merger qualifies as a tax-free statutory Merger under Section 368(a)(1)(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Merger is approved and that, upon the effective date, the Company shall merge the Subsidiaries with and into itself and assume all obligations of the Subsidiaries pursuant to Section 1110 of the CCC and Section 253 of the DGCL;

RESOLVED FURTHER, that upon the Merger becoming effective, all issued and outstanding shares of each class of stock of the Subsidiaries are cancelled;

RESOLVED FURTHER, that the Certificate of Incorporation and Bylaws of the Company shall not be amended and shall remain the Certificate of Incorporation and Bylaws of the surviving corporation;

RESOLVED FURTHER, that the officers of the Company, and any of them, are each hereby authorized and directed to execute all documents, agreements and other instruments and to take such actions and perform such acts as they may deem necessary or advisable to carry out and perform the purposes of these resolutions; and

RESOLVED FURTHER, that the Company shall cause to be executed and filed and or recorded the Certificate of Ownership and Merger and all other documents prescribed by the laws of the State of California and the laws of the State of Delaware, and by the applicable laws of any other jurisdiction and will cause to be performed all necessary acts within California and Delaware and in any other applicable jurisdiction necessary and appropriate to effect the Merger.

General Authority

RESOLVED, that any and all actions, whether previously or subsequently taken by the officers of the Company which are consistent with the intent and purposes of the foregoing resolutions, shall be and the same hereby are, in all respects, ratified, approved and confirmed; and

RESOLVED FURTHER, that the officers of the Company and such persons appointed to act on their behalf pursuant to the foregoing resolutions are hereby authorized and directed in

the name of the Company, and on its behalf to execute any additional certificates, agreements, instruments or documents, or any amendments or supplements thereto, or to do or to cause to be done any and all other acts as they deem necessary, appropriate or in furtherance of the purposes of each of the foregoing resolutions and the transactions contemplated therein."

4. We further declare under penalty of perjury under the laws of the States of California and Delaware that the matters set forth in this certificate are true and correct of our own knowledge.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned do execute this Certificate of Ownership and Merger based on information that is true and correct of their own knowledge on this 4th day of November, 2015.

By: _____
Name: Timothy Keener
Title: President of AECOM Technical Services, Inc.

By: _____
Name: Kevin Stubblebine
Title: Secretary of AECOM Technical Services, Inc.

(Signature Page to the certificate of Ownership and Merger for AECOM Technical Services, Inc..
CASS Water Engineering. Inc.. and Earth Tech WE Holding Inc.)

IN WITNESS WHEREOF, the undersigned do execute this Certificate of Ownership and Merger based on information that is true and correct of their own knowledge on this 4th day of November, 2015.

By: _____
Name: Timothy Keener
Title: President of AECOM Technical Services, Inc.

By: _____
Name: Kevin Stubblebine
Title: Secretary of AECOM Technical Services, Inc.

(Signature Page to the certificate of Ownership and Merger for AECOM Technical Services, Inc..
CASS Water Engineering. Inc.. and Earth Tech WE Holding Inc.)

Exhibit 3.28

CERTIFICATE OF MERGER

OF

BOYLE HOLDING CORPORATION

AND

CBA, INC.

AND

CONSOER, TOWNSEND & ASSOCIATES, INC.

AND

CONSOER TOWNSEND ENVIRODYNE ENGINEERS OF OHIO, INC.

AND

ENVIRODYNE ENGINEERS, INC.

AND

RUSTMARK, INC.

INTO

AECOM USA, INC.

(PURSUANT TO SECTION 904 OF THE NEW YORK BUSINESS CORPORATION LAW)

AECOM USA, Inc., a corporation organized and existing under the laws of the State of New York (the "***Company***"), does hereby certify:

1. The Company is the legal and beneficial owner of one hundred percent (100%) of the outstanding shares of each class of capital stock of Boyle Holding Corporation, a corporation organized and existing under the laws of the State of California, CBA, Inc., a corporation organized and existing under the laws of the State of California, Consoer, Townsend & Associates, Inc., a corporation organized and existing under the laws of the State of Delaware, Consoer Townsend Envirodyne Engineers of Ohio, Inc., a corporation organized and existing under the laws of the State of Delaware, Enivrodyne Engineers, Inc., a corporation organized and existing under the laws of the State of Delaware, and Rustmark, Inc., a corporation organized and existing under the laws of the State of Minnesota (collectively the "***Subsidiaries***", and together with the Company, the "***Parties***").

2. The Company, by resolutions adopted on September 30, 2015 by the Board of Directors of the Company, has deemed it advisable and in the best interests of the Parties to merge the Subsidiaries into the Company, with the Company as the surviving corporation (the "***Merger***"), and has approved the adoption of an Agreement and Plan of Merger (the "***Plan of Merger***") setting forth the applicable terms and conditions of the Merger.

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3. Pursuant to Section 905(b) of the NYBCL, the Company, as one hundred percent (100%) legal and beneficial owner of the Subsidiaries, has waived the requirement that it submit a copy of the Plan of Merger to any minority shareholders of the Subsidiaries prior to the Merger.

4. The Merger is permitted by, and is in compliance with, all applicable provisions of the New York Business Corporation Law (the "***NYBCL***"), the Delaware General Corporation Law (the "***DGCL***"), the California Corporations Code (the "***CCC***"), and the Minnesota Statutes (the "***MS***").

5. The Merger shall be effective as of the date of filing of this Certificate of Merger (the "***Effective Date***").

6. Forthwith upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each outstanding share of the Subsidiaries shall be canceled and extinguished and no shares of the Company's capital stock or other securities shall be issued in respect thereof. The outstanding shares of the Company's capital stock shall remain outstanding and are not affected by the Merger.

7. The Certificate of Incorporation and Bylaws of the Company shall not be amended and shall remain the Certificate of Incorporation and Bylaws of the surviving corporation.

8. The Company and the Subsidiaries intend that the merger qualifies as a tax-free statutory merger under Section 368(a)(1)(a) of the Internal Revenue Code of 1986, as amended.

9. The information set forth in the following table is true and correct as of the date of the filing of this Certificate of Merger:

Name of Corporation	Date of Incorporation	Date of Filing for Authority to Conduct Business in New York	Designation and Number of Shares Outstanding all represent a single class of voting shares
AECOM USA, Inc.	May 03, 1930 (New York) #38901	N/A (NY Domestic)	100 Common

Boyle Holding Corporation	October 02, 2006 (California) #C2930127	N/A (No Filing in NY)	1,000 Common
CBA, Inc.	February 07, 1984 (California) #C1238769	N/A (No Filing in NY)	1,000 Common

Name of Corporation	Date of Incorporation	Date of Filing for Authority to Conduct Business in New York	Designation and Number of Shares Outstanding all represent a single class of voting shares
Consoer, Townsend & Associates, Inc.	February 24, 1987 (Delaware) #2118283	N/A (No Filing in NY)	1000 Common
Consoer Townsend Envirodyne Engineers of Ohio, Inc.	October 13, 1983 (Delaware) #2019081	N/A (No Filing in NY)	1000 Common
Envirodyne Engineers, Inc.	February 02, 1982 (Delaware) #0931255	N/A (No Filing in NY)	Class A Common 10,000 Class B Common 2,000 Class C Common 300
Rustmark, Inc.	March 10, 1982 (Minnesota) #4B-801	N/A (No Filing in NY)	1,000 Common

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Company and the Subsidiaries have each caused this Certificate of Merger to be signed on this 30th day of September, 2015.

BOYLE HOLDING COMPANY
a California corporation

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Secretary

CBA, INC.
a California corporation

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Secretary

CONSOER, TOWNSEND & ASSOCIATES, INC.
a Delaware corporation

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Secretary

CONSOER TOWNSEND ENVIRODYNE ENGINEERS OF OHIO, INC.
a Delaware corporation

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Secretary

ENVIRODYNE ENGINEERS, INC.
a Delaware corporation

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Secretary

RUSTMARK, INC.
a Minnesota corporation

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Secretary

AECOM USA, INC.
a New York corporation

By: /s/ Robert K. Orlin
Name: Robert K. Orlin
Title: Secretary

[Signature Page to the Certificate of Merger for AECOM USA, Inc. as surviving entity]

Exhibit 3.53

BYLAWS
OF
THE EARTH TECHNOLOGY CORPORATION (USA)

ARTICLE I
OFFICES

Section 1. Registered Office. The address of the registered office of the corporation in the State of Delaware shall be 410 South State Street, Dover, Delaware 19901, and the name of its registered agent at such address is Incorporating Services, Ltd.

Section 2. Other Offices. Until changed by the board of directors, the principal executive office of the corporation shall be 3777 Long Beach Boulevard, Long Beach, California. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

Section 3. Books. The books of the corporation may be kept within or without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Time and Place of Meetings. All meetings of stockholders shall be held at such places, either within or without the State of Delaware, on such dates and at such times as may be determined from time to time by the board of directors (or the chairman in the absence of a designation by the board of directors).

Section 2. Annual Meetings. Annual meetings of stockholders shall be held to elect the board of directors and to transact such other business as may properly be brought before the meeting. Each annual meeting shall be held at a time, date and place to be determined by the board of directors (or the chairman in the absence of such a determination by the board of directors).

Section 3. Special Meetings. Special meetings of stockholders may be called by the board of directors, the chairman of the board of directors or the president or secretary of the corporation and shall be called by the secretary of the corporation at the request in writing of holders of not less than 10% of the total voting power of all outstanding securities of the corporation then entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 4. Notice of Meetings and Adjourned Meetings; Waivers of Notice. (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the General Corporation Law of the State of Delaware ("Delaware Law"), such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless these bylaws otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

(b) A written waiver of any such notice signed by the person entitled thereto, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 5. Quorum. Unless otherwise provided under the certificate of incorporation or these bylaws and subject to Delaware Law, the presence, in person or by proxy, of the holders of not less than a majority of the total voting power of all outstanding securities of the corporation then entitled to vote at a meeting of stockholders, shall constitute a quorum for the transaction of business.

Section 6. Voting. (a) Unless otherwise provided in the certificate of incorporation and subject to Delaware Law, each stockholder shall be entitled to one vote for each outstanding security of the corporation entitled to vote held by such

stockholder. Unless otherwise provided in Delaware Law, the certificate of incorporation or these bylaws, the affirmative vote of not less than a majority of the total voting power of all outstanding securities of the corporation present, in person or by proxy, at a meeting of stockholders and then entitled to vote on the subject matter shall be the act of the stockholders.

(b) Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 7. Action by Consent. Unless otherwise restricted by the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding securities of the corporation having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all securities entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 8. Organization. At each meeting of stockholders, the chairman of the board, if one shall have been elected (or in his absence or if one shall not have been elected, the president), shall act as chairman of the meeting. The secretary (or in his absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting) shall act as secretary of the meeting and keep the minutes thereof.

Section 9. Order of Business. The order of business at all meetings of stockholders shall be as determined by the chairman of the meeting.

ARTICLE III
DIRECTORS

Section 1. General Powers. Except as otherwise provided in Delaware Law or the certificate of incorporation, the business and affairs of the corporation shall be managed by or under the direction of the board of directors.

Section 2. Number and Qualifications. (a) The board of directors shall consist of not less than five nor more than eleven directors. The exact number of directors shall be seven unless and until such number is changed by the board of directors. Each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal.

(b) No person may stand for election to, or be elected to, the board of directors or be appointed by the directors to fill a vacancy on the board of directors who shall have made, or be making, improper or unlawful use of the corporation's confidential information, or who has interests which conflict materially with the interests of the corporation. Directors need not be stockholders or officers or employees of the corporation.

Section 3. Quorum and Manner of Acting. Unless the certificate of incorporation or these bylaws require a greater number, a majority of the total number of directors shall constitute a quorum for the transaction of business, and the affirmative vote of not less than a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the board of directors may transact any business which might have been transacted at the original meeting. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4. Time and Place of Meetings. Subject to Sections 5, 6 and 7 of this Article III, the board of directors shall hold its meetings at such places, either within or without the State of Delaware, and at such times as may be determined from time to time by the board of directors (or the chairman in the absence of a determination by the board of directors).

Section 5. Annual Meeting. The board of directors shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the board of directors may be held at such place, either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 7 of this Article III or in a waiver of notice thereof.

Section 6. Regular Meetings. Regular meetings of the board of directors shall be held without notice at the corporation's principal executive office, or at such other place as the board of directors may designate, at such times and dates as shall be designated by the board of directors. Notice of all such regular meetings of the board of directors is hereby dispensed with.

Section 7. Special Meetings. Special meetings of the board of directors may be called by the chairman of the board, the president, the secretary or by any two directors. Notice of special meetings of the board of directors shall be given to each director at least 48 hours before the date of the meeting.

Section 8. Committees. (a) The board of directors may, by resolution passed by a majority of the whole board, designate an executive committee, a compensation committee, an audit committee and one or more other committees, each committee to consist of two or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have such power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the bylaws of the corporation; and unless the resolution of the board of directors or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

(b) The executive committee shall be the committee of the board of directors, if one be appointed, to which is delegated substantially all of the delegable power and authority of the board other than the powers that it is contemplated by these bylaws may be delegated to the compensation committee and audit committee. Unless the board of directors shall otherwise provide, special meetings of the executive committee shall be held at the principal executive office of the corporation or at any place which has been designated from time to time by resolution of the executive committee or by the written consent of all members thereof, and may be called by the chairman of the board, the

president, the secretary or any two members thereof; vacancies in the membership of the executive committee may be filled by the board of directors; three members of the executive committee or such lesser number of members as shall represent a majority of the members of the executive committee then in office

shall constitute a quorum for the transaction of business.

(c) The compensation committee shall be the committee of the board of directors, if one be appointed, to which is delegated a substantial portion of the powers and authority of the board with respect to the remuneration of the executive officers and employees of the corporation. Unless the board of directors shall otherwise provide: regular meetings of the compensation committee, notice of which is hereby dispensed with, shall be held, without call, at the same place and on the same date as each regular meeting of the board of directors but at a time one hour preceding the commencement of the meeting of the board of directors; special meetings of the compensation committee shall be held at the principal executive office of the corporation or at any place which has been designated from time to time by resolution of the compensation committee or by the written consent of all members thereof, and may be called by the chairman of the compensation committee, the chairman of the board of directors, the secretary or any two members of the compensation committee; three members of the compensation committee or such lesser number of members as shall represent a majority of the members of the compensation committee then in office shall constitute a quorum for the transaction of business.

(d) The audit committee shall be the committee of the board of directors, if one be appointed, to which is delegated a substantial portion of the powers and authority of the board with respect to auditing and accounting matters including review of the performance of the corporation's independent and internal auditors, the scope of audit procedures, and the corporation's accounting practices. Unless the board of directors shall otherwise provide: regular meetings of the audit committee, notice of which is hereby dispensed with, shall be held, without call, at the same place and on the same date as each regular meeting of the board of directors but at a time one hour preceding the commencement of the meeting of the board of directors; special meetings of the audit committee shall be held at the principal executive office of the corporation or at any place which has been designated from time to time by resolution of the audit committee or by the written consent of all members thereof, and may be called by the chairman of the audit committee, the chairman of the board of directors, the secretary or any two members of the audit committee; three members of the audit committee or such lesser number of members as shall represent a majority of the members of the audit committee then in office shall constitute a quorum for the transaction of business.

Section 9. Action by Consent. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 10. Telephonic Meetings. Unless otherwise restricted by the certificate of incorporation or these bylaws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors or such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 11. Resignation. Any director may resign at any time by giving written notice to the board of directors or to the secretary of the corporation. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 12. Vacancies. Unless otherwise restricted by the certificate of incorporation, vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until such director's successor has been duly elected and qualified or until such director's earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. Unless otherwise provided in the certificate of incorporation, when one or more directors shall resign from the board, effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 13. Removal. Any director or the entire board of directors may be removed, with or without cause, at any time by the affirmative vote of the holders of not less than a majority of the total voting power of all outstanding securities of the corporation entitled to vote.

Section 14. Compensation. Unless otherwise restricted by the certificate of incorporation or these bylaws, the board of directors shall have authority to fix the compensation of directors, including fees and reimbursement of expenses, provided, however, that no such compensation, fees or expenses shall be paid to directors who are also employees of the corporation.

Section 15. Preferred Directors. Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of preferred stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of the resolutions adopted by the board of directors pursuant to the certificate of incorporation applicable thereto, and such directors so elected shall not be subject to the provisions of Sections 2, 12 and 13 of this Article III unless otherwise provided therein.

ARTICLE IV
OFFICERS

Section 1. Principal Officers. The principal officers of the corporation shall be a chairman of the board of directors, a president, one or more vice presidents, a treasurer and chief financial officer and a secretary who shall have the duty, among other things, to record the proceedings of the meetings of stockholders and directors in a book kept for that purpose. The corporation may also have such other principal officers, including a chief executive officer and one or more controllers, as the board may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of chairman of the board and secretary.

Section 2. Election, Term of Office and Remuneration. The principal officers of the corporation shall be elected annually by the board of directors at the annual meeting thereof. Each such officer shall hold office until his successor is elected and qualified, or until his earlier death, resignation or removal. The remuneration of all officers of the corporation shall be fixed by the board of directors or by the compensation committee. Any vacancy in any office shall be filled in such manner as the board of directors shall determine.

Section 3. Subordinate Officers. In addition to the principal officers enumerated in Section 1 of this Article IV, the corporation may have one or more assistant treasurers and assistant secretaries and such other subordinate officers, agents

and employees as the board of directors may deem necessary, each of whom shall hold office for such period as the board of directors may from time to time determine. The board of directors may delegate to any principal officer the power to appoint and to remove any such subordinate officers, agents or employees.

Section 4. Removal. Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the board of directors.

Section 5. Resignations. Any officer may resign at any time by giving written notice to the board of directors (or to a principal officer if the board of directors has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Powers and Duties. The board of directors may designate an officer as the chief executive officer. The chief executive officer shall, subject to the direction and control of the board of directors, be the general manager of, and supervise and direct, the business and affairs of the corporation and the conduct of the officers of the corporation. The other officers of the corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the board of directors or the chief executive officer.

ARTICLE V
GENERAL PROVISIONS

Section 1. Fixing the Record Date. (a) In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

(b) If no record date is fixed by the board of directors:

(i) The record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; and

(ii) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the board adopts the resolution relating thereto.

Section 2. Dividends. Subject to limitations contained in Delaware Law and the certificate of incorporation, the board of directors may declare and pay dividends upon the shares of capital stock of the corporation, which dividends may be paid either in cash, securities of the corporation or other property.

Section 3. Fiscal Year. The fiscal year of the corporation shall commence on September 1 and end on August 31 of each year.

Section 4. Corporate Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words “Corporate Seal, Delaware.” The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 5. Voting of Stock Owned by the Corporation. The board of directors may authorize any person, on behalf of the corporation, to attend, vote and grant proxies to be used at any meeting of stockholders of any corporation (except this corporation) in which the corporation may hold stock.

UNANIMOUS WRITTEN CONSENT OF THE
BOARD OF DIRECTORS OF
THE EARTH TECHNOLOGY CORPORATION (USA)
a Delaware corporation

Dated as of July 11, 2016

Pursuant to Section 108(c) of the General Corporation Law of the State of Delaware, the undersigned, constituting all of the members of the Board of Directors of The Earth Technology Corporation (USA) (the “Corporation”), a Delaware corporation, in lieu of a meeting, hereby consent to the adoption of the following resolutions as of the date set forth above:

WHEREAS, the board of directors (the “Board”) of the Corporation has determined that it is in the best interests of the Corporation to amend the Bylaws of the Corporation as set forth below;

NOW, THEREFORE BE IT:

RESOLVED, that Article I Section 1 of the Bylaws shall be deleted in its entirety and hereby amended to read in full as follows:

Section 1. Registered Office. The address of the registered office of The Earth Technology Corporation (USA) (hereinafter called the "Corporation") in the State of Delaware shall be in the City of Wilmington, County of New Castle, State of Delaware.

RESOLVED FURTHER, that Article I Section 2 of the Bylaws shall be deleted in its entirety and hereby amended to read in full as follows:

Section 2. Other Offices. The Corporation may have other offices, both within and without the state of Delaware, as the board of directors of the Corporation (the "Board of Directors") from time to time shall determine or the business of the Corporation may require.

RESOLVED FURTHER, that Article III Section 2 of the Bylaws shall be deleted in its entirety and hereby amended to read in full as follows:

Section 2. Number and Qualifications. The board of directors shall consist of not less than two and no more than five directors. Each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal.

RESOLVED FURTHER, that Article V Section 3 of the Bylaws shall be deleted in its entirety and hereby amended to read in full as follows:

Section 3. Fiscal Year. The fiscal year of the corporation shall end on September 30 of each year.

RESOLVED FURTHER, that an executed copy of this Unanimous Written Consent shall be filed with the Bylaws and minutes of the proceedings of the Board of Directors.

IN WITNESS WHEREOF, the undersigned directors of the Corporation have hereunto signed their names and adopted the above resolutions as of the date written above.

/s/ David Y. Gant

DAVID Y. GAN

/s/ William Troy Rudd

WILLIAM TROY RUDD

Exhibit 3.64

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 15th day of February, 2017

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by Facsimile Transmission

1435369

ARTICLES OF INCORPORATION

OF

DAVERMAN ASSOCIATES, INC.

These Articles of Incorporation are signed and acknowledged by the Incorporators for the purpose of forming a corporation for profit under the provisions of Act No. 327 of the Public Acts of 1931, as amended, known as the Michigan General Corporation Act, as follows:

ARTICLE I.

The name of this corporation is:

DAVERMAN ASSOCIATES, INC.

ARTICLE II.

The purpose or purposes of this corporation are as follows:

To engage in the practice of architecture, engineering and land surveying as professional architects, engineers and land surveyors, and to carry on operations in connection with and incident thereto, with all of the powers conferred upon corporations by the laws of the State of Michigan now or hereafter in effect; to purchase, awn, lease, exchange, improve, develop, deal in, mortgage and pledge any and all real and personal property of every kind and nature, including rights, interests, franchises, licenses, privileges, patents, designs, processes and inventions; to acquire, by purchase, subscription, contract or otherwise, and to hold, sell, exchange, mortgage, pledge or otherwise dispose of and deal in all forms of securities, including shares, stocks, bonds, debentures, notes, mortgages, evidences of indebtedness and certificates of interest by whomsoever issued; to act in any and all parts of the world in any capacity what soever as financial or business agent or representative, general or special; to issue, purchase, hold, sell, transfer, re-issue, or cancel shares of its awn capital stock or its own securities or obligations in the manner and to the extent now or hereafter authorized or permitted by the laws of the State of Michigan; and do all other acts and things incidental to or in the aid of any of the objects or poses of this corporation.

Nothing herein shall be construed as granting the corporation the right to operate as a public utility either in interstate or intrastate commerce, or authorize or permit the corporation to conduct any business of selling of tangible personal property, unless a license shall have been obtained as required by the provisions of Act 167 of the Public Acts of Michigan of 1933, as amended, or as giving the corporation any rights, powers or privileges not permitted to it by the laws of the State of Michigan.

ARTICLE III.

Location of the first registered office is 924 Grandville Avenue, S.W., Grand Rapids, Kent county, Michigan.

Post office address of the first registered office is 924 Grandville Avenue, S.W., Grand Rapids, Michigan 49503.

ARTICLE IV.

The name of the first resident agent is

Herbert G. Daverman

ARTICLE V.

The total authorized capital stock of this corporation is Two Hundred Fifty Thousand (250,000) shares of Common Stock of the par value of One Dollar ($1.00) per share.

All shares shall have equal rights and privileges.

ARTICLE VI.

The names and places of residence or business of the Incorporators and the number of shares subscribed for by them is as follows:

Name	Address	No. of Shares Common
Herbert G. Daverman	1105 Santa Barbara Dr., S.E., Grand Rapids, Michigan	175
Joseph T. Daverman	2240 E. Shiawasee, S.E.,	175
Robert J. Daverman	1112 Santa Barbara Dr., S.E., Grand Rapids, Michigan	175
Edward H. Daverman	601 Mulford Drive, S.E. Grand Rapids, Michigan	175
Jacob H. Knol	2142 Rosewood Ave., S.E. Grand Rapids, Michigan	100
Peter R. Van Putten	1051 Underwood Ave., S.E. Grand Rapids, Michigan	100
Jay H. Volkers	1653 Cambridge, S.E. Grand Rapids, Michigan	100

ARTICLE VII.

The names and addresses of the first Board of Directors are as follows:

Name	Address
Herbert G. Daverman	1105 Santa Barbara Dr., S.E. Grand Rapids, Michigan
Joseph T. Daverman	2240 E. Shiawasee, S.E. Grand Rapids, Michigan
Robert J. Daverman	1112 Santa Barbara Dr., S.E. Grand Rapids, Michigan
Edward H. Daverman	601 Mulford Dr., S.E., Grand Rapids, Michigan
Jacob H. Knol	2142 Rosewood Ave., S.E., Grand Rapids, Michigan
Peter R. Van Putten	1051 Underwood Ave., S.E. Grand Rapids, Michigan

Jay H. Volkers	1653 Cambridge, S.E., Grand Rapids, Michigan

ARTICLE VIII.

The term of this corporation shall be perpetual.

ARTICLE IX.

All of the powers of this corporation, insofar as the same may be lawfully vested by these Articles of Incorporation in the Board of Directors, are hereby conferred upon the Board of Directors of this corporation.

ARTICLE X.

The Board of Directors of the corporation is hereby empowered to authorize and cause to be executed mortgages and liens without limit as to amount on the real and personal property of this corporation.

ARTICLE XI.

The Board of Directors of the corporation is hereby empowered to authorize the issuance from time to time of shares of capital stock of the corporation, with or without par value, of any class, whether now or hereafter authorized and of securities convertible into shares of its stock, whether now or hereafter authorized, for such considerations as said Board of

Directors may from time to time deem advisable, subject to such limitations and restrictions, if any, as may from time to time be prescribed by the laws of the State of Michigan.

ARTICLE XII.

In the absence of fraud, no contract or other transaction between the corporation and any other corporation or any individual, association or firm shall be in any way affected or invalidated by the fact that any of the directors of the corporation are interested in such other corporation, association or firm, or personally interested in such contract or transactions, nor shall any director so interested be liable to account to the corporation for any profit made by him from or through any such contract or arrangement so adopted by the Board of Directors, or which may be ratified and approved by the shareholders entitled to vote, by reason of such director holding such office, or the fiduciary relation there by established. Any director of the corporation may vote upon any contract or other transaction between this corporation and any subsidiary or affiliated corporation without regard to the fact that he is also a director of such subsidiary or affiliated corporation.

Any transaction, contract or act of the corporation or of the Board of Directors which shall be ratified by a majority of a quorum of the shareholders entitled to vote at any annual meeting, or at any special meeting called for such purpose, shall, except as otherwise specifically provided by law or by these Articles of Incorporation, be as valid and as binding as though ratified by every shareholder of the corporation; provided, however, that any failure of the shareholders to approve or ratify such contract, transaction or act, when and if submitted, shall not be deemed to render the same in any way invalid, nor deprive the directors and officers of their right to proceed with such contract, transaction or act.

ARTICLE XIII.

The Board of Directors shall have the power at any time, or from time to time (without any action by the shareholders of the corporation) to create and issue, whether or not in connection with the issue and sale of any shares of stock or other Security of the corporation, rights or options entitling the holders thereof to purchase from the corporation any shares of its capital stock of any class or classes, such rights or options to be evidenced by or in such instrument or instruments as shall be approved by the Board of Directors. The terms upon which, the time or times, which may be limited or unlimited in duration, at or within which, the price or prices at which, any such shares may be purchased from the corporation upon the exercise of any such right or option, shall he such as shall be fixed and stated in the resolution or resolutions adopted by the Board of Directors providing for the creation and issue of such rights or options, and in every case set forth or incorporated by reference in the instrument or instruments evidencing such rights or options.

ARTICLE XIV.

The corporation shall be entitled to treat the person in whose name any share, right or option is registered as the owner thereof, for all purposes, and shall not be bound to recognize any equitable or other claim to or interest in such share, right or option on the part of

any other person, whether or not the corporation shall have notice thereof, save as may be expressly provided by the laws of the State of Michigan.

The corporation, from time to time, may resell any of its own stock, purchased or otherwise acquired by it, at such price as may be fixed by its Board of Directors.

A director shall be rully protected in relying in good faith upon the books of account of the corporation or statements prepared by any of its officials as to the value and amount of the assets, liabilities and/or net profits of the corporation, or any other facts pertinent to the existence and amount of surplus and/or other funds from which dividends might properly be declared and paid.

ARTICLE XV.

This corporation reserves the right to amend, alter, change, add to or repeal any provision contained in these Articles of Incorporation, in the manner now or hereafter prescribed by statute, and all rights and powers conferred by these Articles of Incorporation on shareholders, directors and officers are granted subject to this reservation.

ARTICLE XVI.

The officers and directors of this corporation shall be registered architects, registered professional engineers or registered professional land surveyors under the laws of the State of Michigan.

IN WITNESS WHEREOF, the Incorporators have signed these Articles of Incorporation this , day of January, A.D. 1965.

Herbert Daverman

Joseph T. Daverman

Robert J Daverman

Edward H. Daverman

Jacob H. Knol

Peter R. Van Putten

Jay H.Volkers

STATE OF MICHIGAN)
:SS.
County of Kent)

On this , day of January, 1965 before me appeared Herbert G. Daverman, Joseph T. Daverman, Robert J. Daverman, Edward H. Daverman, Jacob H. Knol, Peter R. Van Putten and Jay H. Volkers who executed the foregoing instrument, to me personally known to be the persons described in said instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, Kent County, Michigan
My Commission expires:

RECEIVED

FEB 1 1965

MICHIGAN CORPORATION AND SECURITIES COMMISSION

ARTICLES OF INCORPORATION

OF

DAVERMAN ASSOCIATES, INC.

FILED

FEB - 1 1965

MICHIGAN CORPORATION AND SECURITIES COMMISSION

FEB 1 - 1965

WARNER, NORCROSS & JUDD
GRAND RAPIDS, MICHIGAN

FORM 12-A (7-65)

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF TREASURY
CORPORATION DIVISION
LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW — FOR DEPARTMENT USE		
Date Received:	Compared by:	FILED
MAY 2 - 1967	Date:	MAY 2 - 1967
	MAY 25 1967	[illegible]
	Examiner:	

CERTIFIED RESOLUTION OF CHANGE OF REGISTERED OFFICE

I, Richard L. Hoolsema, ~~Secretary~~ Assistant Secretary,

of Daverman Associates, Inc.
(Corporate Name)

a Michigan corporation, do hereby certify that the following is a true and correct copy of the resolution adopted by the board of directors of said corporation by written consent or at a meeting called and held on the 22nd day of May, 19 67:

"RESOLVED, that the location of the registered office of this corporation within the State of Michigan is changed from 924 Grandville Ave., S.W., Grand Rapids, County of Kent, Michigan 49503, to Vandenberg Center--200 Monroe Ave. N.W., Grand Rapids, County of Kent, Michigan 49502."

(Street and Number) (City or Village) (Zip Code) (Street and Number) (City or Village) (Zip Code)

Signed on May 22, 19 67.

Richard L. Hoolsema
(Signature of ~~Secretary~~ Assistant Secretary)

Richard L. Hoolsema
(DESIGNATE OFFICE HELD BY SIGNER)

Note: Mail three signed copies, except in case of change of location from one county to another in which case four copies of this Certificate are required, to Michigan Department of Treasury, Corporation Division, Post Office Drawer C, Lansing, Michigan 48904. Make fee payable to State of Michigan.

Filing fee $5.00.

FORM 12-A

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW – FOR DEPARTMENT USE		
Date Received: SEP 16 1971	(Examined by)	FILED SEP 20 1971 STATE TREASURER
	(Date)	

CERTIFICATE GIVING ACQUIRED ISSUED SHARES STATUS OF AUTHORIZED AND UNISSUED SHARES

DAVERMAN ASSOCIATES, INC.
(Corporate Name)

a Michigan corporation, whose registered office is located at 200 Monroe Avenue, N. W.
(No.) (Street)
Grand Rapids (City) Kent (County), Michigan 49502 (Zip Code), certifies pursuant to the provisions of Section 43b of Act No. 327 of the Public Acts of 1931, as amended, by resolution of the Board of Directors of said corporation on the 9th day of August, 1971, it was resolved that

16,000 Common
Preferred
shares are hereby given the status of authorized and unissued shares.

Signed on August 23, 1971

(Corporate Seal if any)

DAVERMAN ASSOCIATES, INC.
(Corporate Name)

BY _____
(President or Vice President)

ATTEST: _____
(Secretary or Assistant Secretary)

(Continued on the reverse side)

STATE OF MICHIGAN

COUNT OF }ss.

On this day of before me appeared , of the which executed the foregoing instrument, to me personally known, who, being by me duly sworn, did say that he is the president or vice president of said corporation, and that * [the seal affixed to said instrument is the corporate seal of said corporation, and that] said instrument was signed * [and sealed] in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.

_____
(Signature of Notary)

_____
(Print or type name of Notary)

* If corporation has no seal strike out the words in brackets and add at end of acknowledgment the following "and that said corporation has no corporate soal".

Notary Public for
County.
State of Michigan

My commission expire

(Notarial seal required if acknowledgment taken out of State)

Mail Three Signed and Acknowledged Copies To:
Michigan Department of Commerce

Michigan Corporation and Securities Bureau
P.O. Drawer C Lansing, Michigan 48904
Filing Fee $5.00
(Make fee payable to State of Michigan)

FORM 11 A Rev. 1-68

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF TREASURY
Corporation Division Lansing, Michigan

NOTE	DO NOT WRITE IN SPACE BELOW - FOR DEPARTMENT USE	
Mail ONE signed copy to:	Date Received:	
Michigan Department of Treasury Corporation Division P.O. Drawer C Lansing, Michigan 48904	MAR 28 1972	FILED MAR 30 1972 Allison Green STATE TREASURER Michigan Department of Treasury
Filing Fee $5.00		
(Make fee payable to State of Michigan)		

CERTIFIED RESOLUTION OF CHANGE OF RESIDENT AGENT

I, Richard L. Hoolsema, ~~Secretary or~~ Assistant Secretary,
of DAVERMAN ASSOCIATES, INC.
(Corporate Name)
a Michigan corporation, whose registered office is located at 200 Monroe Avenue, N. W.
(No.) (Street)
Grand Rapids (City) Kent (County) Michigan 49502 (Zip Code), do hereby certify that the following is a true and correct copy of the resolution adopted by the board of directors of said corporation by written consent or at a meeting called and held on the 9th day of March ~~1971~~ 1971.

"Resolved that Jay H. Volkers (Name of Agent) is appointed the resident agent of this corporation in charge of its registered office, and that all prior appointments of other resident agents for such purpose are hereby revoked."

Signed on March 24 1972

Richard L. Hoolsema
(Signature of ~~Secretary or~~ Assistant Secretary)

Richard L. Hoolsema
(DESIGNATE OFFICE HELD BY SIGNER)

FORM 11 A

C & S-113 (Rev. 11-72)

(Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received
FEB 26 1981

FILED
MAR 4 1981
Acting DIRECTOR
Michigan Department of Commerce

CORPORATION NUMBER 118 — 575

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

(For Use by Domestic and Foreign Corporations)
(See Instructions on Reverse Side)

This certificate is executed in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, as follows:

1. The name of the corporation is Daverman Associates, Inc.

2. The address of its registered office is: (See Part 1 of instructions on reverse side)
VANDENBERG CENTER, 200 MONROE AVE. NW (No. and Street) GRAND RAPIDS (Town or City), Michigan 49502 (Zip Code)
The mailing address of its registered office is: (Need not be completed unless different from the above address, see Part 2 of instructions)
(No. and Street or P.O. Box) (Town or City), Michigan (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)
The address of the registered office is changed to: (See Part 2 of instructions)
82 Ionia Avenue, N.W. (No. and Street) Grand Rapids (Town or City), Michigan 49503 (Zip Code)
The mailing address of the registered office is changed to: (Need not be completed unless different from the above address, see Part 2 of instructions)
Same
(No. and Street or P.O. Box) (Town or City), Michigan (Zip Code)

4. The name of the resident agent is JAY H. VOLKERS
(See Part 3 of instructions)

5. (The following is to be completed if the resident agent is changed.)
The name of the successor resident agent is ~~Jay H. Volkers~~

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors or trustees.

MAKE REMITTANCE PAYABLE TO:
"STATE OF MICHIGAN"
FILING FEE: $5.00

Signed this 25th day of February, 19 81

BY _____
(Signature of President, Vice-President, Secretary, Assistant Secretary, Chairperson or Vice-Chairperson)

Jacob H. Knol, Secretary
(Type or Print Name and Title)

CAS-111 (Rev. 9-81) (Please do not write in spaces below — for Department use)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FILED

FEB - 3 1983

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received

JAN 10 1983

(See Instructions on Reverse Side)

(For Use by Domestic Corporations)

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

INSERT CORPORATION NUMBER 118-575

The undersigned corporation executes the following Certificate of Amendment to its Articles of Incorporation pursuant to the provisions of Section 631, Act 284, Public Acts of 1972, as amended:

1. The name of the corporation is Daverman Associates, Inc.

2. The location of the registered office is

82 Ionia Avenue, N.W. (No. and Street) Grand Rapids (Town or City), Michigan 49503 (Zip Code)

3. The following amendment to the Articles of Incorporation was adopted on the 31st day of December, 19 82 : (Check one of the following)

( ) by the shareholders in accordance with Section 611 (2), Act 284, Public Acts of 1972, as amended. The necessary number of shares as required by statute were voted in favor of the amendment.

( ) by written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2), Act 284, Public Acts of 1972, as amended. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in Articles of Incorporation.)

(X) by written consent of all the shareholders entitled to vote in accordance with Section 407 (1), Act 284, Public Acts of 1972, as amended.

Resolved, that Article XVI of the Articles of Incorporation be deleted.

Signed this 5th day of January, 1983

BY Jay H. Volkers
(Signature of President, Vice-President, Chairperson or Vice-Chairperson)

Jay H. Volkers, President

CAS-111 (Rev. 1-81)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. (Include name, street and number (or P.O. box), city, state and zip code.)

Stephen C. Waterbury
Warner, Norcross & Judd
900 Old Kent Building
Grand Rapids, Michigan 49503

Telephone:
Area Code (616)
Number 459-6121

INFORMATION AND INSTRUCTIONS

Certificate of Amendment — Domestic Corporations

1. Submit one original copy of the Certificate of Amendment to the Articles of Incorporation. Upon the filing, a microfilm copy will be prepared for the records in the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of the filing.

   Since the corporate documents are microfilmed for the Bureau's files, it is imperative that the document submitted for filing be legible so that a usable microfilm can be obtained. Corporate documents with poor black and white contrast, whether due to the use of a worn typewriter ribbon or due to a poor quality of reproduction, will be rejected.

2. This form may be used by both profit and non-profit-stock corporations.

3. An effective date, not later than 90 days subsequent to the date of filing may be stated in the Certificate of Amendment.

4. The Certificate of Amendment must be signed in ink by the chairperson or vice-chairperson of the board of directors or the president or a vice-president of the corporation.

5. FEES: Filing Fee $10.00
   Franchise Fee (payable only in case of increase in authorized capital stock) — ⅛ mill on each dollar of increase over highest previous authorized capital stock .....
   (Make remittance payable to State of Michigan)

6. Mail form and fee to:

   Michigan Department of Commerce
   Corporation and Securities Bureau
   Corporation Division
   P.O. Box 30054
   Lansing, Michigan 48909
   Tel. (517) 373-0493

CS8415 (Rev. 1-84)

872AM6611 1007 ORS&FI $10.00 872AM6611 1007 ORS&FI $10.00

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

OCT - 7 1987

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received

OCT 07 1987

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read instructions and Paperwork Reduction Act notice on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:
   DAVERMAN ASSOCIATES, INC.

2. The corporation identification number (CID) assigned by the Bureau is: 118-575

3. The location of its registered office is:
   82 Ionia Avenue, N.W. (Street Address) Grand Rapids (City), Michigan 49503 (ZIP Code)

4. Article ONE of the Articles of Incorporation is hereby amended to read as follows:

   The name of the corporation is GREINER, INC. GREAT LAKES.

(MICH. - 272 - 12/5/84)

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____

_____ _____

_____ _____

_____ _____

_____ _____

(Signatures of all incorporators; type or print name under each signature)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 18th day of September, 19 87. The amendment: (check one of the following)

☒ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☐ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

Signed this 1st day of October, 19 87

By _____
(Signature)

Neil A. Dick, President
(Type or Print Name and Title)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

C T Corporation System
Attn: Jeff Goins
P.O. Box 807
Dallas, Texas 75221

Name of person or organization remitting fees:

_____

_____

Preparer's name and business telephone number:

_____

_____

INFORMATION AND INSTRUCTIONS

1. This form is issued under the authority of Act 284, P.A. of 1972, as amended, and Act 162, P.A. of 1982. The amendment cannot be filed until this form, or a comparable document, is submitted.

2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles - of incorporation of a domestic profit or nonprofit corporation. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving

pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation organized on a nonstock directorship basis, as authorized by Section 302 of the Act, may or may not have members, but.: if it has members, the members are not entitled to vote.

4. Item 2 ¾ Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.

5. Item 4 ¾ The entire article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.

6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.

---

7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by all of the incorporators. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson, or vice-chairperson of the corporation.

8. FEES: Filing fee (Make remittance payable to State of Michigan) $10.00

   Franchise fee for profit corporations (payable only if authorized capital stock has increased) ¾ 1/2 mill (.0005) on each dollar of increase over highest previous ‘authorized capital stock.

9. Mail form and fee to:

   Michigan Department of Commerce
   Corporation and Securities Bureau
   Corporation Division
   P.O. Box 30054
   Lansing, MI 48909
   Telephone: (517) 373-0493

NOTE: THE FOLLOWING ANNUAL REPORT HAS BEEN INCLUDED WITHIN THE RECORD FOR THIS CORPORATION DUE TO THE FILING OF A CHANGE OF REGISTERED OFFICE AND/UK RESIDENT AGENT ON THE ANNUAL REPORT. THE PRESENCE OF THIS REPORT IN NO WAY IMPLIES THAT THE REPORT ITSELF, OTHER THAN THE INFORMATION RELATED TO THE CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT, HAS BEEN ACCEPTED, BY THE CORPORATION AND SECURITIES BUREAU.

MICHIGAN DEPARTMENT OF COMMERCE

FOR BUREAU USE ONLY

B810HZ741 0404 P MAR $15.00
B01HWZ741 0404 DMSUF1 $5.00

1988 MICHIGAN ANNUAL REPORT – PROFIT CORPORATIONS

(Please read instructions before completing form)

This report shall be filed by all profit corporations before May 16, 1988 showing the corporate condition at the close of business on December 31 or upon the date of the close of the latest fiscal year next preceding the time for filing. This report is required in accordance with the provisions of Section 911, Act 284, Public Acts of 1972, as amended. Penalties may be assessed under the Act for failure to file.

This Report Must Be Filed before May 16, 1988	Report of Condition on December 31, 1987 or	Insert Corporation Number 118575

1. Corporate Name

GREINER, INC. GREAT LAKES
82 IONIA AVE., N.W.
GRAND RAPIDS MI 49503

7
8
9

2. Resident Agent – JAY H. VOLKERS

4. Federal Employer No. 38-1776252

5. Term of Existence PERPETUAL

3. Registered Office Address in Michigan – No., Street, City, Zip
82 IONIA AVE., N.W.
GRAND RAPIDS 49503

6. Incorporation Date 02/01/1965

7. State of Incorporation MI

8. Date of Admittance (Foreign Corp.)

9. Act Under Which Incorporated (if other than 1931, P.A. 327 or 1972, P.A. 284)

10. (DOMESTIC CORPORATIONS ONLY) COMPLETE THIS SECTION ONLY IF THE RESIDENT AGENT IN ITEM 2 OR THE REGISTERED OFFICE IN ITEM 3 HAS CHANGED

a. The name of the successor resident agent is: Calvin D. Lane

b. The address of the registered office is changed to:

(Street Address) (City), Michigan (ZIP Code)

c. The mailing address of the registered office if different than above is:

(Address) (City), Michigan (ZIP Code)

ADD $5.00 TO THE $15.00 ANNUAL REPORT FILING FEE IF THIS SECTION IS COMPLETED

FILED BY DEPARTMENT APR 8 '88

11. Principal business office, and, if different, principal place of business in Michigan: 82 Ionia, NW, Grand Grapids

12. Nature and type of business in which corporation is engaged: Arch-Eng-Plan

13. a. Name of parent corporation: Greiner Engineering, Inc.

b. List any subsidiary corporations: None

14. Corporate Stock Report – Total Authorized Capital Stock (Not merely outstanding)

a. Shares With Par Value	No. of Shares Authorized With Par Value	Par Value Per Share	Total Authorized Capital	Amount Subscribed	Amount Paid In
COMMON	250,000	$1.000	$250000.000	$	$ 84,000
				$	$
				$	$
				$	$

b. Shares Without Par Value	No. of Shares Authorized Without Par Value	Stated Value Per Share	No. of Shares Subscribed or Issued	Amount Subscribed	Amount Paid In
				$	$
				$	$

0411 1988 3055 1263

APR 04 1988

15 The following is a statement of assets and liabilities as shown by the books of the corporation on December 31, 1987 or (close of fiscal year next preceding May 15, 1988) listed separately as to property within and without Michigan. The balance sheet of a Michigan corporation must be the same balance sheet as furnished to shareholders.

ASSETS	TOTAL	WITHIN MICHIGAN	WITHOUT MICHIGAN
Cash	182,485	$ 181,985	500
Notes and Accounts Receivable	2,373,141	2,373,141	
Inventories			
Prepaid Expenses	149,591	149,591	
Non current Notes and Accounts Receivable			
Land			
Depreciable Assets			
Machinery and Equipment			
Furniture and Fixtures	1,004,561	956,969	47592
Buildings			
Other			
Less Depreciation	775,796	738,867	36929
Net Depreciable Assets	228,765	218,102	10663
Investments			
Investments in Subsidiaries			
Other Investments			
Other Assets	74,599	74,599	
TOTAL ASSETS	$3,008,581	$2,997,418	$11,163

LIABILITIES AND EQUITY	
Notes and Accounts Payable, Trade	$ 225,940
Notes and Accounts Payable, Other	
Accrued Expenses	1,387,070
Long Term Indebtedness	
Reserves and Contingent Liabilities	
Deferred Income Tax	
Other Liabilities	651,217
Stockholders Equity	
Common Stock (par value)	84,000
Preferred Stock (par value)	
No Par Value Stock (stated value)	
Additional Paid-In Capital	42,000
Retained Earnings (deficit)	618,354
Other	
Total Stockholders Equity	744,354
TOTAL LIABILITIES & EQUITY	$3,008,581

16. Corporate Officers and Directors

OFFICE		NAME, STREET & NUMBER, CITY, STATE & ZIP CODE
	President	James E. Sawyer, 5601 Mariner Street, Tampa, FL 33609
If Different than President	Secretary	Calvin D. Lane, 82 Ionia, NW, Grand Rapids, MI 49503
	Treasurer	Calvin D. Lane, 82 Ionia, NW, Grand Rapids, MI 49503
	Vice-President	Thomas E. Branch, 82 Ionia, NW, Grand Rapids, MI 49503
If Different than Officers	Director	Frank T. Callahan, 300 East Carpenter Freeway, Suite 1210, Irving, TX 75062
	Director	William A. Stevenson, 82 Ionia, NW, Grand Rapids, MI 49503
	Director	Thomas C. Chen, 82 Ionia, NW, Grand Rapids, MI 49503
	Director	Robert L. Costello, 300 East Carpenter Frwy, Ste. 1210, Irving, TX 75062

17. Is 51% or more of this corporation owned and controlled by women/women? ☐ Yes ☒ No
(A response to this question is voluntary and will be used for statistical purposes only).

18. The corporation states that the address of its registered office and the address of the business office of its resident agent are identical. Any changes were authorized by resolution duly adopted by its board of directors. After filing, this report is open to reasonable inspection by the public pursuant to Section 915, Act 284, Public Acts of 1972, as amended.

Filing Fee $15.00 (without change of agent or registered office)
Filing Fee $25.00 (with change of agent or registered office in Item 10)
MAKE REMITTANCE PAYABLE TO: "STATE OF MICHIGAN"
RETURN TO:
DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
CORPORATION DIVISION
6546 MERCANTILE WAY
P.O. BOX 30057
LANSING, MICHIGAN 48909 0411 1988 3055 1264

Signed this 28 day of March, 19 88.

By Thomas E. Branch
(Signature of Authorized Officer or Agent)

Thomas E. Branch, Assoc. Vice President
(Type or Print Name and Title)

*If Item 10 has been completed, this report must be signed by the president, vice-president, chairperson, vice-chairperson, secretary or assistant secretary of the corporation.

CIS-515 (Rev. 3-91)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

NOV 18 1992

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Date Received
NOV 18 1992

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Greiner, Inc. Great Lakes
2. The corporation identification number (CID) assigned by the Bureau is: 118 — 575
3. The location of its registered office is:

82 Ionia Avenue, N.W. (Street Address) Grand Rapids (City), Michigan 49503-3044 (ZIP Code)

4. Article II of the Articles of Incorporation is hereby amended to read as follows:

please see attached Exhibit A

cc

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the ____ day of _____, 19____ in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19____.

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 17th day of November, 1992. The amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407 (1) and (2) of the Act if a nonprofit corporation, and Section 407 (1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407 (3) of the Act if a non-profit corporation, and Section 407 (2) of the Act if a profit corporation.

Signed this 17th day of November, 1992

By _____
(Only signature of: President, Vice-President, Chairperson and Vice-Chairperson)

Robert L. Costello — Vice President
(Type or Print Name) (Type or Print Title)

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Attn: Chery J. Krawczyk
Michigan Runner Service
P.O. Box 266
Eaton Rapids, MI 48827

Name of person or organization remitting fees:

Preparer's name and business telephone number:

INFORMATION AND INSTRUCTIONS

1. The amendment cannot be filed until this form, or a comparable document, is submitted.

2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.

   Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.

3. This document is to be used pursuant to the provisions of section 631 of the Act for the purpose of amending the articles of incorporation of a domestic profit or nonprofit corporation. Do not use this form for restated articles. A nonprofit corporation is one incorporated to carry out any lawful purpose or purposes not involving pecuniary profit or gain for its directors, officers, shareholders, or members. A nonprofit corporation formed on a nonstock directorship basis, as authorized by Section 302 of the Act, may or may not have members, but if it has members, the members are not entitled to vote.

4. Item 2 ¾ Enter the identification number previously assigned by the Bureau. If this number is unknown, leave it blank.

5. Item 4 ¾ The article being amended must be set forth in its entirety. However, if the article being amended is divided into separately identifiable sections, only the sections being amended need be included.

6. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated.

7. If the amendment is adopted before the first meeting of the board of directors, item 5(a) must be completed and signed in ink by a majority of the incorporators if more than one

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listed in Article V of the Articles of Incorporation if a profit corporation, and all the incorporators if a non-profit corporation. If the amendment is otherwise adopted, item 5(b) must be completed and signed in ink by the president, vice-president, chairperson or vice-chairperson of the corporation.

8. FEE: (Make remittance payable to the State of Michigan.

Include corporation name and CID Number on check or money order) $10.00
Franchise fee for profit corporations (payable only if authorized shares have increased): each additional 20,000 authorized shares or portion thereof $30.00

EXHIBIT A

The purpose or purposes of this corporation are as follows:

To engage in the practice of architecture, engineering, structural engineering and land surveying as professional architects, engineers, structural engineers and land surveyors, and to carry on operations in connection with and incident thereto, with all of the powers conferred upon corporations by the laws of the State of Michigan now or hereafter in effect; to purchase, own, lease, exchange, improve, develop, deal in, mortgage and pledge any and all real and personal property of every kind and nature, including rights, interests, franchises, licenses, privileges, patents, designs, processes and inventions to acquire, by purchase, subscription, contract or otherwise, and to hold, sell, exchange, mortgage, pledge or otherwise dispose of and deal in all forms of securities, including shares, stocks, bonds, debentures, notes, mortgages, evidences of indebtedness and certificates of interest by whomsoever issued; to act in any and all parts of the world in any capacity whatsoever as financial or business agent or representative, general or special; to issue, purchase, hold, sell, transfer, re-issue, or cancel shares of its own capital stock or its own securities or obligations in the manner and to the extent now or hereafter authorized or permitted by the laws of the State of Michigan; and do all other acts and things incidental to or in the aid of any of the objects or purposes of this corporation.

Nothing herein shall be construed as granting the corporation the right to operate as a public utility either in interstate or intrastate commerce, or authorize or permit the corporation to conduct any business of selling of tangible personal property, unless a license shall have been obtained as required by the provisions of Act 167 of the Public Acts of Michigan of 1933, as amended, or as giving the corporation any rights, powers or privileges not permitted to it by the laws of the State of Michigan.

0308 4390 0121-2

CAS 2550 (5/90)

COMPLETE BOTH SIDES

MICHIGAN ANNUAL REPORT
PROFIT CORPORATIONS
1993

733083007 0304 P MAR $15.00
733083007 0304 ORGART $5.00

FOR BUREAU USE ONLY

IDENTIFICATION NUMBER
118575

REQUIRED BY SECTION 911, PUBLIC ACTS OF 1972. FAILURE TO FILE THIS REPORT MAY RESULT IN THE AUTOMATIC DISSOLUTION/REVOCATION OF THE CORPORATION.

This Report must be filed on or before May 15, 1993

If the Resident Agent, Registered Office, or the mailing address of the Registered Office has changed, enter the corrections below and add **$5.00 to the $15.00 filing fee.** Make remittance payable to the State of Michigan.

1. Corporate Name
GREINER, INC. GREAT LAKES
82 IONIA AVE. N.W.
GRAND RAPIDS MI
49503

1a. Mailing address of registered office if different than 1 **(DOMESTIC CORPORATIONS ONLY)**
~~3950 Sparks Dr. S.E.~~
~~Grand Rapids, MI 49546~~

2. Resident Agent
CALVIN D. LANE

2a. Resident Agent if onerent than 2

3. Registered Office Address in Michigan - NO., STREET, CITY, ZIP
82 IONIA AVE. N.W.
GRAND RAPIDS 49503

3a. Address of registered office if different than 3 - NO., STREET, CITY, ZIP
3950 Sparks Dr. SE
Grand Rapids MI 49546

FILED BY DEPARTMENT MAR 29 '93
FOR BUREAU USE ONLY

THE CORPORATION STATES THAT THE ADDRESS OF ITS REGISTERED OFFICE AND THE ADDRESS OF THE BUSINESS OFFICE OF ITS RESIDENT AGENT ARE IDENTICAL. ANY CHANGES WERE AUTHORIZED BY RESOLUTION DULY ADOPTED BY ITS BOARD OF DIRECTORS.

4. Federal Employer Number
38-177-6252

5. Term of Existence (if not perpetual)
perpetual

6. The Act under which incorporated
327-1931

7. State of Incorporation
MI

8. Incorporation Date
02/01/1965

FOREIGN CORPORATIONS ONLY

9. Date of Admittance

10. State the nature and type of business in which the corporation is engaged:
To provide professional engineering and architectural services.

11. Single Business Tax Apportionment Percentage
%

12. Corporate Stock Report - Total Authorized Shares
250,000,000

13. Corporate Officers and Directors (Name, Street Address, City, State, ZIP Code) See Attached

	President
If different than President	Secretary
	Treasurer
If different than Officers	Director
	Director
	Director
	Director

See Attached

I certify that for a Professional Service Corporation, the corporation meets the requirements of Act 1962, PA of 1972, as amended. **If the Mailing Address of the Registered Office, Resident Agent, or Registered Office is changed, this report must be SIGNED IN INK by either the President, Vice-President, Chairperson, Vice-Chairperson, Secretary, or Assistant Secretary of the corporation. Except, if only the registered office is changed, this report may be signed by the Resident Agent.**

Signature of Authorized Officer or Agent	Title	Date
Melissa K. Holder	Assistant Secretary	2-26-93

PREPARER'S NAME
Melissa K. Holder

DAYTIME TELEPHONE NUMBER
(214) 869-1001

MAR 4 1993

MAR 2 2 1993

934089324 0518 DPG&FI $1.25
934089325 0518 DPG&FI $50.00

MICHIGAN DEPARTMENT OF COMMERCE – CORPORATION AND SECURITIES BUREAU

Date Received
MAY 17 1993

(FOR BUREAU USE ONLY)
934089350 0518 DPG&FI $50.00
934089348 0518 DPG&FI $5.00
FILED
MAY 17 1993
Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Name Attn: Cheryl J. Krawczyk
Michigan Runner Service
Address
P.O. Box 266
City Eaton Rapids | State MI | Zip Code 48827

EFFECTIVE DATE:

DOCUMENT WILL BE RETURNED TO NAME AND ADDRESS INDICATED ABOVE

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

For use by Domestic and Foreign Corporations
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: GREINER, INC. GREAT LAKES
2. The corporation identification number (CID) assigned by the Bureau is: 118-575
3. a. The name of the resident agent on file with the Bureau is:
Calvin D. Lane
b. The address of the registered office on file with the Bureau is:
3950 Sparks Drive S. E., (STREET ADDRESS) Grand Rapids (CITY), Michigan 49546 (ZIP CODE)
c. The mailing address of the above registered office on file with the Bureau is:
(P.O. BOX) (CITY), Michigan (ZIP CODE)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON OUR RECORDS

4. a. The name of the resident agent is: The Prentice-Hall Corporation System, Inc.
b. The address of the registered office is:
c/o The Prentice-Hall Corporation System, Inc.
501 South Capitol Avenue, Lansing (STREET ADDRESS) (CITY), Michigan 48933 (ZIP CODE)
c. The mailing address of the registered office IF DIFFERENT THAN 4B IS:
(P.O. BOX) (CITY), Michigan (ZIP CODE)

5. The above changes were authorized by resolution duly adopted by its board of directors or trustees, or by the resident agent of a profit corporation to change the address of the registered office in which case a copy of this statement has been mailed to the corporation. The Corporation further states that the address of its registered office and the address of its resident agent, as changed, are identical.

Date signed: April 22, 1993
Signed by: Melissa K. Holder (SIGNATURE)
Melissa K. Holder - Assistant Secretary (TYPE OR PRINT NAME) (TYPE OR PRINT TITLE)

1V
10.25 102778 OK CA

a LOCAL OFFICE
TO KNOW YOU BETTER
A NATIONWIDE NETWORK
TO SERVE YOU BETTER

375 HUDSON STREET
33TH FLOOR
NEW YORK, NY 10014-3660
212-463-2700

CSC networks
PRENTICE HALL
LEGAL & FINANCIAL SERVICES

February 6, 1996

Ms. Ann Baker
Michigan Department of Commerce
Corporation & Securities Bureau
6546 Mercantile Way
Lansing, MI 48911

RE: Change of Registered Office Address

Dear Ms. Baker:

This letter is to certify that The Prentice-Hall Corporation System, Inc has changed its address in Michigan from: 501 South Capitol Avenue, Lansing, Michigan 48933 to:

601 Abbott Road
East Lansing, MI 48823

We are notifying all of the active corporations and limited liability companies for which The Prentice-Hall Corporation System, Inc. acts as resident agent of this change of address. We would appreciate it if you would update your records.

We have previously sent you a check in the amount of $13,405 to cover the filing fee for the 2648 corporations and 33 limited liability companies for which your records indicate that The Prentice-Hall Corporation System, Inc., acts as agent.

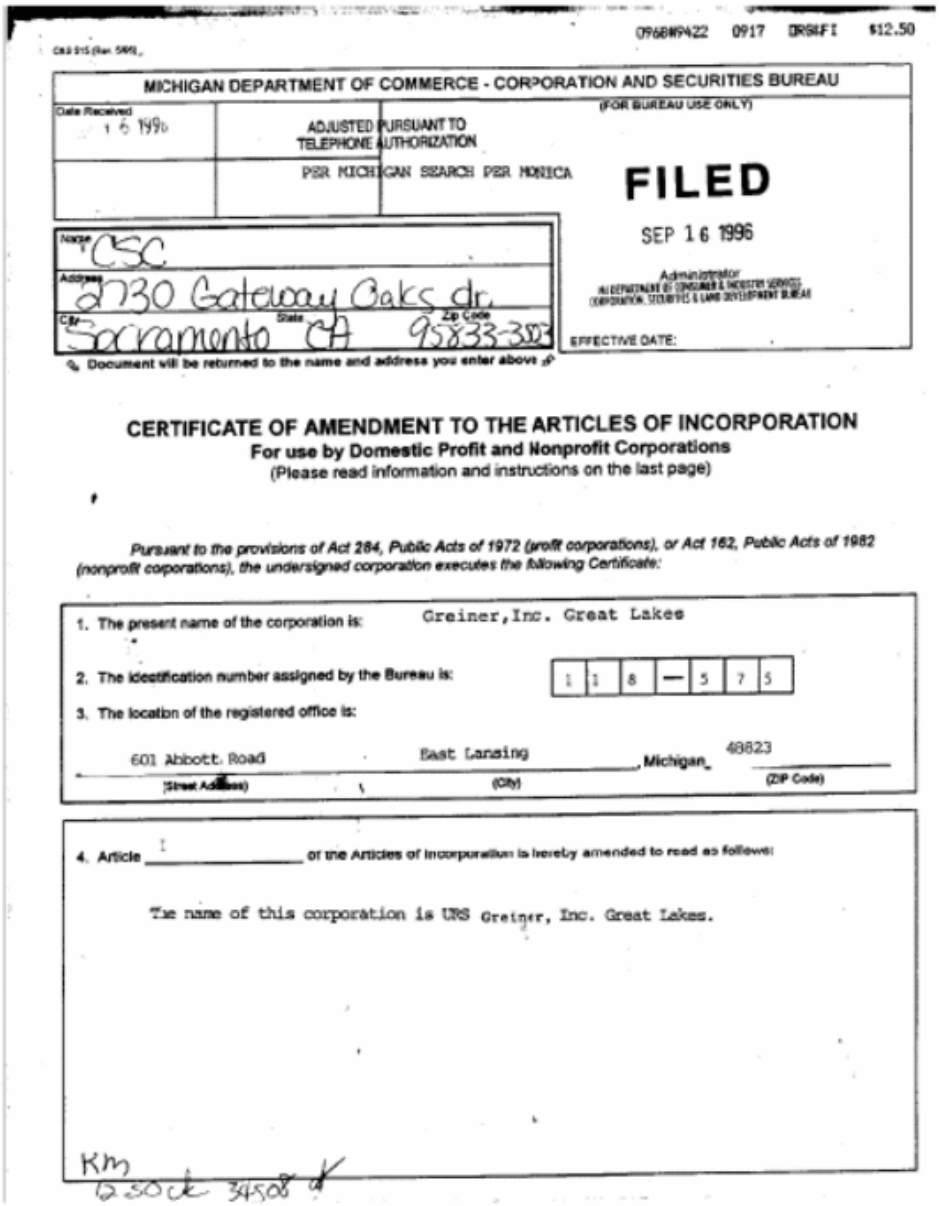
Please provide us with an alphabetical listing of the names of all the corporations and limited liability companies for which the registered office has been changed and the date the change was filed.

Your kind assistance in this matter is greatly appreciated.

THE PRENTICE-HALL CORPORATION SYSTEM, INC.

William a Popeo
Vice President

STATE OF N.Y.
COUNTY OF N.Y.
Sworn before me this 6th day of February 1996



0968M9422 0917 DR#FI $12.50

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received: 1 6 1996

ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION

PER MICHIGAN SEARCH PER MONICA

FILED

SEP 16 1996

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Name: CSC

Address: 2730 Gateway Oaks dr.

City: Sacramento State: CA Zip Code: 95833-3505

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Greiner, Inc. Great Lakes

2. The identification number assigned by the Bureau is: 1 1 8 — 5 7 5

3. The location of the registered office is:

601 Abbott Road (Street Address) East Lansing (City) Michigan 48823 (ZIP Code)

4. Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of this corporation is UNS Greiner, Inc. Great Lakes.

KM
$250 ck 34508

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b). **DO NOT COMPLETE BOTH.**

a. ☐ The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19_____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 _____.

_____ (Signature) _____ (Signature)

_____ (Type or Print Name) _____ (Type or Print Name)

_____ (Signature) _____ (Signature)

_____ (Type or Print Name) _____ (Type or Print Name)

b. ☒ The foregoing amendment to the Articles of Incorporation was duly adopted on the 1st day of August, 19 96. The amendment: (check one of the following)

☐ was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.

☐ was duly adopted by the written consent of all directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.

☐ was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 30th day of August, 19 96

By Robert Costello
(Only Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Robert L. Costello (Type or Print Name) President (Type or Print Title)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU

Date Received		(FOR BUREAU USE ONLY)
SEP 24 1998		

FILED

SEP 24 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

EFFECTIVE DATE:

Name
Corporation Service Company, Attn: Vicky Morales

Address
2730 Gateway Oaks Drive, Suite 100

City | State | Zip Code
Sacramento, CA 95833

Document will be returned to the name and address you enter above

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: URS GREINER, INC. GREAT LAKES

2. The identification number assigned by the Bureau is: 118575

3. The location of the registered office is:
c/o CSC-Lawyers Incorporating Service (Company)
601 Abbott Road, East Lansing, Michigan 48823
(Street Address) (City) (ZIP Code)

4. Article FIRST of the Articles of Incorporation is hereby amended to read as follows:

"The name of the corporation is URS GREINER WOODWARD-CLYDE, INC. GREAT LAKES"

5. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors of trustees.)

The foregoing amendments to the Articles of Incorporation was duly adopted on the _____ day of _____, 19 _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, 19 _____

_____ (Signature)

_____ (Type or Print Name)

_____ (Signature)

_____ (Type or Print Name)

_____ (Signature)

_____ (Type or Print Name)

_____ (Signature)

_____ (Type or Print Name)

6. (For profit corporations, and for nonprofit corporations whose articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 10th day of June, 19 98 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

☐ at a meeting. The necessary votes were cast in favor of the amendment.

☐ by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407:1) and (2) of the Act if a nonprofit corporation, or section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)

☒ by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.

Signed this 11th day of August, 19 98

By _____

Joseph Masters, Vice President

(Type or Print Name) (Type or Print Name)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION AND LAND DEVELOPMENT BUREAU

Date Received
MAY 23 2000

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
MAY 23 2000
Administrator
CORP. SECURITIES & LAND DEV. BUREAU

EFFECTIVE DATE:

517-663-2525 Ref # 13857
Attn: Cheryl J. Bixby
MICHIGAN MINNER SERVICE
P.O. Box 266
Eaton Rapids, MI 48827

Zip Code

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: URS Greiner Woodward-Clyde, Inc. Great Lakes

2. The identification number assigned by the Bureau is: 118575

3. Article FIRST of the Articles of Incorporation is hereby amended to read as follows:

"The name of the corporation is URS CORPORATION GREAT LAKES."

MLK

2.50 CK 97770 ARC

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 19th day of March, 2000 by the shareholders if a profit corporation, or by the shareholdees or members if a nonprofit corporation (check one of the following)

- [ ] at a meeting the necessary votes were cast in favor of the amendment.
- [ ] by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- [x] by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- [ ] by the board of a profit corporation pursuant to section 611(2).

Profit Corporations

Signed this 19th day of May, 2000

By _____ (Signature of an authorized officer or agent)

Carol Brummerstedt, Assistant Secretary (Type or Print Name)

Nonprofit Corporations

Signed this _____ day of _____, _____

By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson)

_____ (Type or Print Name) (Type or Print Title)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
BUREAU OF COMMERCIAL SERVICES

Date Received: DEC 20 2000

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
DEC 21 2000
Administrator
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

517-663-2525 Ref # 09204
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 256
Eaton Rapids, MI 48827

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
For use by Domestic and Foreign Corporations and Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is: URS CORPORATION GREAT LAKES

2. The identification number assigned by the Bureau is: 118575

3. a. The name of the resident agent on file with the Bureau is: The Prentice-Hall Corporation System, Inc.

b. The location of the registered office on file with the Bureau is:
601 Abbott Rd., East Lansing, Michigan 48823
(Street Address) (City) (ZIP Code)

c. The mailing address of the above registered office on file with the Bureau is:
______, Michigan ______
(Street Address or P.O. Box) (City) (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: The Corporation Company

b. The address of the registered office is:
c/o The Corporation Company, 30600 Telegraph Road Bingham Farms, Michigan 48025
(Street Address) (City) (ZIP Code)

c. The mailing address of the registered office IF DIFFERENT THAN 4B is:
______, Michigan ______
(Street Address or P.O. Box) (City) (ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 406, or the resident agent if only the address of the registered office is changed.

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.

Signature	Type or Print Name and Title	Date Signed
[signature]	DANIEL HUTCHINS , VICE PRESIDENT	12/15/2000

5.00 a.w. ck 106659

CERTIFICATE OF MERGER

OF

URS GREINER WOODWARD-CLYDE LICENSING CORP.
A Delaware corporation

INTO

URS CORPORATION GREAT LAKES
a Michigan corporation

The undersigned corporations do hereby certify that:

1. The name of each constituent entity and its identification number is:

URS Greiner Woodward-Clyde Licensing Corp.	[none]
URS Corporation Great Lakes	118575

2. The name of the surviving entity and its identification number is:

URS Corporation Great Lakes	118575

3. An Agreement and Plan of Merger and Reorganization (the “Agreement and Plan of Merger”) between URS Greiner Woodward-Clyde Licensing Corp. and URS Corporation Great Lakes has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in the manner and by the vote required by Section 450.1711 of the Michigan Business Corporation Act

4. The articles of incorporation of URS Corporation Great Lakes, a Michigan corporation, the surviving corporation, shall not be amended by this merger and shall be the articles of incorporation of the surviving corporation.

5. The authorized capital stock of URS Greiner Woodward-Clyde Licensing Corp. consists of 1,000 shares of common stock, par value $1.00 per share. The authorized capital stock of URS Corporation Great Lakes consists of 250,000 shares of common stock, par value $1.00 per share. The outstanding capital stock of URS Greiner Woodward-Clyde Licensing Corp. consists of 1,000 shares of common stock, par value $1.00 per share. The outstanding capital stock of URS Corporation Great Lakes consists of 84,000 shares of common stock, par value $1.00 per share. All classes of stock are entitled to vote.

6. The Agreement and Plan of Merger was approved by the Board of Directors of each of URS Greiner Woodward-Clyde Licensing Corp. and URS Corporation Great Lakes in accordance with Section 450 1701 of the Michigan Business Corporation Act.

---

7. The Agreement and Plan of Merger was approved by Dames & Moore Group, the sole stockholder of each of URS Greiner Woodward-Clyde Licensing Corp. and URS Corporation Great Lakes, in compliance with Section 450.1703(a) of the Michigan Business Corporation Act.

8. No shares of URS Corporation Great Lakes are to be issued or any consideration given for the shares of URS Greiner Woodward-Clyde licensing Corp., but upon the effective date of the certificate of merger, the shares of stock of URS Greiner Woodward-Clyde Licensing Corp. shall be surrendered for cancellation to URS Corporation Cheat Lakes.

9. All entities party to this merger have complied with the laws of their respective jurisdiction or organization concerning this merger.

10. A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any shareholder of any constituent corporation.

11. This merger shall be effective upon filing of this Certificate of Merger with the office of the Michigan Secretary of State.

12. It is intended that the merger qualify as a tax-free reorganization within the meaning of Section 36800(1)(A) of the Internal Revenue Code of 1986, as amended.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Certificate of Merger is hereby executed on behalf of the constituent corporations, by officers thereunto duly authorized.

Dated as of December 1, 2001

URS CORPORATION GREAT LAKES
a Michigan corporation

By: _____
Joseph Masters
Vice President

URS GREINER WOODWARD-CLYDE LICENSING CORP.
a Delaware corporation

By: _____
Kent P. Ainsworth
President

CSCUCD-515 (Rev. 1/15)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received
SEP 01 2015

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
SEP 02 2015
ADMINISTRATOR
CORPORATIONS DIVISION
EFFECTIVE DATE:

Name
Dana Cirniglia
Address
7 St. Paul Street, 17th Floor
City | State | ZIP Code
Baltimore | MD | 21202

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:
   URS Corporation Great Lakes

2. The identificaton number assigned by the Bureau is: 118575

3. Article 1 of the Articles of Incorporation is hereby amended to read as follows:

The name of this corporation is: AECOM Great Lakes, Inc.

$110.00 cc/ndk 205228

COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)
_____ (Signature)	_____ (Signature)
_____ (Type or Print Name)	_____ (Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the 31st day of August, 2015, by the: (check one of the following)

- ☐ shareholders at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- ☒ written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- ☐ board of a profit corporation pursuant to Section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this 31st day of August, 2015

By: _____ (Signature of an authorized officer or agent)

Carol F. Brandenburg-Smith, Corporate Secretary
(Type or Print Name)

Vers 5.2[05/15]

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
PROFIT CORPORATION ANNUAL REPORT

2016

Identification Number	Corporation Name
118575	AECOM GREAT LAKES, INC.

Resident agent name and mailing address of the registered office
THE CORPORATION COMPANY

MI

The address of the registered office
30600 TELEGRAPH RD

BINGHAM FARMS MI 48025

Describe the purpose and activities of the corporation during the year covered by this report:
ENGINEERING SERVICES

Officer/Director Information

NAME	TITLE	BUSINESS OR RESIDENCE ADDRESS
MICHAEL R. JUST	PRESIDENT	300 CALIFORNIA STREET, 4TH FLOOR SAN FRANCISCO CA 94104
CAROL F. BRANDENBURG-SMITH	SECRETARY	ONE MONTGOMERY ST., STE 900 SAN FRANCISCO CA 94104
ANSHOOMAN AGA	TREASURER	1999 AVENUE OF THE STARS, STE 2600 LOS ANGELES CA 90067
MICHAEL R. JUST	DIRECTOR	300 CALIFORNIA STREET, 4TH FLOOR SAN FRANCISCO CA 94104
JAMES R. LINTHICUM	DIRECTOR	300 CALIFORNIA STREET, 4TH FLOOR SAN FRANCISCO CA 94104
AREN L. FAIRCHILD	DIRECTOR	300 CALIFORNIA STREET, 4TH FLOOR SAN FRANCISCO CA 94104

Electronic Signature

Filed By	Title	Phone
KELLY LETTMANN	AUTHORIZED OFFICER OR AGENT	877-858-3855

[X] I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.

Payment Information

Payment Amount	Payment Date/Time	Reference Nbr
$ 25	04/20/2016 20:46:49	71315 0001 118575 2016

CSCL/CD-525 (Rev. 6/16)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

SEP 15 2016

(FOR BUREAU USE ONLY)

118575 AECOM GREAT LAKES, INC.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

SEP 29 2016

ADMINISTRATOR
CORPORATIONS DIVISION

EFFECTIVE DATE:

Name

Address

City State ZIP Code

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

For use by Domestic and Foreign Corporations and Limited Liability Companies
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts 1993 (limited liability companies), the undersigned execute the following Certificate:

1. The name of the corporation or limited liability company is:

   SEE ABOVE

2. The identification number assigned by the Bureau is: SEE ABOVE

3. a. The name of the resident agent on file with the Bureau is: THE CORPORATION COMPANY

   b. The location of the registered office on file with the Bureau is:

   30600 TELEGRAPH ROAD, SUITE 2345 (Street Address) BINGHAM FARMS (City) Michigan 48025-5700 (ZIP Code)

   c. The mailing address of the above registered office on file with the Bureau is:

   (Street Address or P.O. Box) (City) Michigan (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: THE CORPORATION COMPANY

   b. The address of its registered office is:

   42600 ANN ARBOR RD E, STE 201 (Street Address) PLYMOUTH (City) Michigan 48170-4675 (ZIP Code)

   c. The mailing address of the registered office IF DIFFERENT THAN 4B is:

   (Street Address or P.O. Box) (City) Michigan (ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors or the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation. 2. NONPROFIT CORPORATIONS ONLY: the incorporators, only if no board has been appointed. 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent as changed, are identical.

Signature	Type or Print Name and Title or Capacity	Date Signed
Marie Hauer	Marie Hauer, Asst. Secy	9/12/2016

$79,970.00 CKH; 218930

Exhibit 3.68

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

URS CORPORATION - NORTH CAROLINA

the original of which was filed in this office on the 6th day of August, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of February, 2017.

/s/ Elaine F. Marshall

Secretary of State

Scan to verify online.

Certification# 99772082-1 Reference# 13535252- Page: 1 of 4 Verify this certificate online at http://www.sosnc.gov/verification

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21 215 5099

State of North Carolina
Department of the Secretary of State
ARTICLES OF INCORPORATION
(PROFESSIONAL CORPORATION)

SOSID: 599933
Date Filed: 8/6/2001 10:27 AM
Elaine F. Marshall
North Carolina Secretary of State

Pursuant to Chapter 55B and § 55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a professional corporation:

1 The name of the corporation is: URS Corporation - North Carolina

2. The number of shares the corporation is authorized to issue is: Four hundred

These shares shall be: (*check either a or b*)

a. x all of one class, designated as common stock; or

b. o divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G S. § 55-6-01.

3 The street address and county of the initial registered office of the corporation is:

Number and Street 225 Hillsborough Street

City, State, Zip Code Raleigh, North Carolina County Wake

4. The mailing address ***if different from the street address of the initial registered office is:***

5. The name of the initial registered agent is: CT Corporation

6. Any other provisions, which the corporation elects to include, are attached.

7. The specific purpose for which the corporation is being formed: Engineering

8. The name and address of each incorporator is as follows: (Attach additional sheets if necessary.)

William D. Webb, 5301 77 Center Drive, Suite 41, Charlotte, North Carolina 28217

9. With respect to each professional service to be practiced through the corporation, the name of at least one of the corporation's incorporators who is a licensee of the licensing board which regulates such profession in this State is: William D. Webb

10. A certification by the appropriate licensing board that the shareholder interests of the corporation are in compliance with the requirements of N,C.G.S. Sections 55B-4(2) and 55B-6 is attached.

Revised January 2000 Form PC-05

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-

11. These articles will be effective upon filing, unless a date and/or time is specified:

This the 17th day of July, 2001.

/s/ William D. Webb
Signature

William D Webb, Incorporator
Type or Print Name and Title

NOTES:

1. Filing fee is 5125. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

2. Only a "professional corporation" may use this form. To determine whether a particular corporation is such a "professional corporation," t: is necessary to examine the requirements of N.C.G.S. g 55B-2(5). If the corporation does not meet those requirements, it must use the standard form for incorporation of a business corporation.

Revised January 2000 Form PC-05

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622

NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
310 West Millbrook Road
Raleigh, North Carolina 27609

Provisional

CERTIFICATE of LICENSURE

for

PROFESSIONAL CORPORATION

(Certificate expires and becomes invalid as of **September 19, 2001**)

[For professions other than engineering and land surveying,
obtain *Certificate(s)* from appropriate Licensing Board(s).]

TO: Office of the Secretary of State
Corporations Division
300 North Salisbury Street
Raleigh, North Carolina 27603-5909

FROM: North Carolina Board of Examiners for
Engineers and Surveyors

The incorporators, officers and/or directors of :

URS Corporation-North Carolina

have identified, by application to the Board of Examiners, the names and addresses of the owners (or proposed owners) of the shares of the Corporation. Said application also certifies that the shares of said Corporation are (or will be) owned in accordance with the provisions of G. S. 55B.

Based upon my examination of the records of this office, I hereby certify that at least one director and one officer of the corporation are "licensees" as defined in §55B-2(2) and authorized to practice *Engineering and/or Land Surveying* pursuant to the requirements of the *North Carolina Engineering and Land Surveying Act*, Chapter 89C of the North Carolina General Statutes.

This Certificate is executed under the authority of the North Carolina Board of Examiners for Engineers and Surveyors, this the 19th day of July 2001.

/s/ Jerry T. Carter
Executive Director

Telephone	FAX	EMAIL Address	WEB Site
(919) 841-4000	(919) 841-4012	ncboard@ncbels.org	www.ncbels.org

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

URS CORPORATION - NORTH CAROLINA

the original of which was filed in this office on the 5th day of May, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of February, 2017.

/s/ Elaine F. Marshall

Secretary of State

Scan to verify online.

SOSID: 0599933
Date Filed: 5/5/2004 9:57:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C200412500753

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
BUSINESS CORPORATION

Pursuant to §55-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: URS CORPORATION - NORTH CAROLINA

2. The text of each amendment adopted is as follows (*State below or attach*):

"7. The specific purpose for which the corporation is being formed: engineering and geology."

3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself are as follows:

4. The date of adoption of each amendment was as follows: April 1, 2004

5. (Check either a, b, c, or d, whichever is applicable)

a.o The amendment(s) was (were) duly adopted by the incorporators prior to the issuance of shares.

b.o The amendments) was (were) duly adopted by the board of directors prior to the issuance of shares.

c.o The amendment(s) was (were) duly adopted by the board of directors without shareholder action as shareholder action was not required because (*set forth a brief explanation of why shareholder action was not required*)

d.x The amendment(s) was (were) approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the North Carolina General Statutes.

ARTICLES OF AMENDMENT
Page 2

6. These articles will be effective upon filing, unless a delayed time and date is specified:

This the 8th day of April, 2004

URS Corporation - North Carolina
Name of Corporation

/s/ Kristin L. Jones
Signature

Kristin L. Jones, Assistant Secretary
Type or Print Name and Title

NOTES:

1. Filing fee is $50. This document and one exact or conformed copy of these articles must be filed with the Secretary of State.

P.O. Box 41225
Raleigh, NC 27629-1225
Telephone (919) 850-9669
Facsimile (919) 872-1598
Email: ncblg@bellsouth.net

North Carolina Board for Licensing of Geologists

April 27, 2004

Robert H. MacWilliams
URS Corporation-North Carolina
1600 Perimeter Park Drive
Morrisville, NC 27560
Re: Corporate Registration
Letter of Certification

URS Corporation-North Carolina, has submitted a properly executed application for a corporate certificate of registration to the North Carolina Board for licensing of Geologists. The Board has determined that the application is valid and that the application meets the requirements of General Statute 55B, insofar as the Board can determine and that the ownership of the shares of stock are in compliance with the requirements of G.S. 55B-4(2) and G.S. 55B-6.

The corporation meets the applicable provisions of the Professional Corporations Act, Chapter 89E of the General Statutes of North Carolina.

Present this “Letter of Certification” to the Secretary of State, along with any other

documentation their office requires to obtain your “Articles of Amendment” and or a “Certificate of Authority”. When the Secretary of State issues this/these document(s), it will be necessary to send a copy of each to the Board, along with a check for the $25.00 license fee to obtain your corporate registration number. The Board will then send you a registration card and wall certificate.

Please give us a call if we can be of further assistance.

Sincerely,

/s/ Barbara U. Geiger
Barbara U. Geiger
Assistant to the Administrator

enclosure

/bug

Certification# 99772083-1 Reference# 13535252- Page: 4 of 4

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

URS CORPORATION - NORTH CAROLINA

the original of which was filed in this office on the 9th day of July, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of February, 2017.

/s/ Elaine F. Marshall

Secretary of State

Scan to verify online.

Certification# 99772084-1 Reference# 13535252- Page: 1 of 4
Verify this certificate online at http://www.sosnc.gov/verification

SOSID: 0599933
Date Filed: 7/9/2008 4:37:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200819100107

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
BUSINESS CORPORATION

Pursuant to §55-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

1. The name of the corporation is: URS CORPORATION - NORTH CAROLINA

2. The text of each amendment adopted is as follows (*State below or attach*):

“7. The specific purposes for which the corporation is being formed: engineering, land surveying and geology.”

3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows:

4. The date of adoption of each amendment was as follows. June 16, 2008

5. (Check either a, b, c, or d, whichever is applicable)

a. o The amendment(s) was (were) duly adopted by the incorporators prior to the issuance of shares.

b. o The amendment(s) was (were) duly adopted by the board of directors prior to the issuance of shares.

c. o The amendment(s) was (were) duly adopted by the board of directors without shareholder action as shareholder action was not required because (*set forth a brief explanation of why shareholder action was not required*.)

d. x The amendment(s) was (were) approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the North Carolina General Statutes.

C200819100107

ARTICLES OF AMENDMENT
Page 2

6. These articles will be effective upon filing, unless a delayed time and date is specified:

This the 18th day of June, 2008

URS Corporation - North Carolina
Name of Corporation

/s/ Kristin L. Jones
Signature

Kristin L. Jones, Secretary
Type or Print Name and Title

NOTES:

1. Filing fee is $50. This document must be filed with the Secretary of State.

C200819100107

NORTH CAROLINA BOARD OF EXAMINERS
FOR ENGINEERS AND SURVEYORS
4601 Six Forks Rd Suite 310
Raleigh, North Carolina 27609

CERTIFICATE FOR FILING
with
SECRETARY OF STATE

to add a service to a

PROFESSIONAL CORPORATION

(Certificate expires and becomes invalid as of **July 22.2008**)

[For professions other than engineering and land surveying,
obtain *Certificate(s)* from appropriate Licensing Board(s).]

TO: Office of the Secretary of State
PO Box 29622
Raleigh, North Carolina 27626-0622

FROM: North Carolina Board of Examiners
for Engineers and Surveyors

The Officers, Directors and Shareholders of:

URS Corporation-North Carolina

have made application to our Board to **add** *land surveying* as a Professional service to be offered and have identified, by application to the Board of Examiners, the names and addresses of the Officers, Directors and Shareholders (or proposed Officers, Directors and Shareholders) of the Company. Said application also certifies that shares of said Corporation are (or will be) owned in accordance with the provisions of G. S. 55B. Based upon my examination of the records of this office, I hereby certify that at least one Officer, Director and Shareholder of the company is a "licensee" as defined in §55B-2(2) and is authorized to practice *Engineering and Land Surveying* pursuant to the requirements of the *North Carolina Engineering and Land Surveying Act*, Chapter 89C of the North Carolina General Statutes.

This Certificate is executed under the authority of the North Carolina State Board of Examiners for Engineers and Surveyors, this 20th day of June 2008.

/s/ Andrew L. Ritter
Andrew L. Ritter
Executive Director

Telephone	FAX	EMAIL Address	WEB Site
(919) 791-2000	(919) 791-2012	ncbels@ncbels.org	www.ncbels.org

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

URS CORPORATION - NORTH CAROLINA

the original of which was filed in this office on the 23rd day of April, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of February, 2017.

/s/ Elaine F. Marshall
Secretary of State

Scan to verify online.

SOSID: 0599933
Date Filed: 4/23/2014 10:45:00 AM
Elaine F. Marshall
North Carolina Secretary of State
C2014 069 00645

State of North Carolina
Department of the Secretary of State

ARTICLES OF AMENDMENT
BUSINESS CORPORATION

Pursuant to §55-10-06 of the General Statutes of North Carolina, the undersigned corporation hereby submits the following Articles of Amendment for the purpose of amending its Articles of Incorporation.

I. The name of the corporation is: URS Corporation - North Carolina

2. The text of each amendment adopted is as follows (State below or attach):

"7. The specific purposes for which the corporation is being formed: engineering, land surveying, geology and landscape architecture."

3. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment, if not contained in the amendment itself, are as follows:

4. The date of adoption of each amendment was as follows. September 30, 2013

5. (Check either a, b, c, or d, whichever is applicable)

a. o The amendment(s) was (were) duly adopted by the incorporators prior to the issuance of shares.

b. o The amendment(s) was (were) duly adopted by the board of directors prior to the issuance of shares.

c. o The amendment(s) was (were) duly adopted by the board of directors without shareholder action as shareholder action was not required because (*set forth a brief explanation of why shareholder action was not required*.)

d. x The amendment(s) was (were) approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the North Carolina General Statutes.

CORPORATIONS DIVISION P. 0. BOX 29622 RALEIGH, NC 27626-0622
(Revised January 2002) (Form B-02)

NC0005 — 04/16/2008 C T System Online

Certification# 99772085-1 Reference# 13535252- Page: 2 of 4

ARTICLES OF AMENDMENT
Page 2

6. These articles will be effective upon filing, unless a delayed time and date is specified:

This the 20 day of February, 2014

URS Corporation - North Carolina
Name of Corporation

/s/ Lori Molitor
Signature

Lori Molitor, Vice President
Type or Print Name and Title

NOTES:

1. Filing fee is $50. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION P. O. BOX 29622 RALEIGH, NC 27626-0622
(Revised January 2002) (Form B-02)

NC005 - 04/16/2008 C T System Online

Certification# 99772085-1 Reference# 13535252- Page: 3 of 4

North Carolina Board of Landscape Architects
P.O. Box 41225 • Raleigh, NC 27629-1225
(919) 850-9088 · Fax: (919) 872-1598 · Email: ncbla@bellsouth.net

COUNTY OF WAKE

STATE OF NORTH CAROLINA

CERTIFICATION

URS Corporation - North Carolina, has submitted a properly executed application for a corporate certificate of registration to the North Carolina Board of Landscape Architects. The Board has determined that the application is valid and that the application meets the requirements of General Statute 55B, insofar as the Board can determine and that the ownership of the shares of stock are in compliance with the requirements of GS55B-4(2) and GS55B-6.

The individuals hereinafter named have been duly registered in accordance with the provisions of Chapter 89A of the General Statutes of North Carolina entitled “Landscape Architects”.

Lori Molitor, #1740
6000 Fairview Road, Suite 200
Charlotte, NC 29210

The above named individual(s) holds a current certificate of registration entitling them to use the title of “Landscape Architect” and to practice Landscape Architecture in the State of North Carolina.

The undersigned official representative of the NORTH CAROLINA BOARD OF LANDSCAPE ARCHITECTS does hereby certify that all of the above facts are true and accurate to the best of his knowledge.

Given in office in Raleigh, North Carolina, this day, 7 February, 2014.

/s/ Barbara U. Geiger
Barbara U. Geiger
Board Administrator
NORTH CAROLINA BOARD OF LANDSCAPE ARCHITECTS

Certification# 99772085-1 Reference# 13535252- Page: 4 of 4

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "AECOM E&C HOLDINGS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SECOND DAY OF MAY, A.D. 2007, AT 2:18 O`CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FIFTEENTH DAY OF NOVEMBER, A.D. 2007, AT 4:46 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTEENTH DAY OF NOVEMBER, A.D. 2007 AT 5:01 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "BEAR MERGER SUB, INC." TO "WASHINGTON HOLDINGS, INC.", FILED THE TWENTIETH DAY OF NOVEMBER, A.D. 2007, AT 6:05 O`CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE EIGHTEENTH DAY OF MARCH, A.D. 2008, AT 6:55 O`CLOCK P.M.

4356762 8100H
SR# 20170903599

Authentication: 202038966
Date: 02-14-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WASHINGTON HOLDINGS, INC." TO "URS E&C HOLDINGS, INC.", FILED THE SEVENTEENTH DAY OF FEBRUARY, A.D. 2010, AT 1:38 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "URS E&C HOLDINGS, INC." TO "AECOM E&C HOLDINGS, INC.", FILED THE NINETEENTH DAY OF AUGUST, A.D. 2016, AT 2 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "AECOM E&C HOLDINGS, INC.".

4356762 8100H
SR# 20170903599

Authentication: 202038966
Date: 02-14-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF INCORPORATION

OF

BEAR MERGER SUB, INC.

ARTICLE I

The name of the corporation is Bear Merger Sub, Inc.

ARTICLE II

The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington. County of New Castle. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

ARTICLE IV

The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000), all of which shall be Common Stock, and the par value of each share shall be one cent ($.01).

ARTICLE V

The name and mailing address of the incorporator is:

Victoria C. Phelps
Latham & Watkins LLP
633 West Fifth Street
Suite 4000
Los Angeles, California 90071

ARTICLE VI

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation,

ARTICLE VII

Election of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

ARTICLE VIII

No director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (iii) under Section 174 of the General Corporation Law of Delaware, or (iv) for any transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, herein declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of May, 2007.

/s/Victoria C. Phelps
Victoria C. Phelps,
Incorporator

CERTIFICATE OF MERGER
of
WASHINGTON GROUP INTERNATIONAL, INC., a Delaware corporation
with and into
BEAR MERGER SUB, INC., a Delaware corporation

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware ("DGCL"), DOES HEREBY CERTIFY THAT:

1. The names and states of incorporation of the constituent corporations participating in the merger are:

	Name	State of Incorporation
(i)	Bear Merger Sub, Inc., a wholly owned subsidiary of URS Corporation ("Second Merger Sub")	Delaware
(ii)	Washington Group International, Inc. (the "Company")	Delaware

2. An Agreement and Plan of Merger, dated as of May 27, 2007 and amended as of November 4, 2007 (the "Merger Agreement"), by and among URS Corporation ("Parent"), Elk Merger Corporation ("Merger Sub"), Second Merger Sub, and the Company, whereby immediately following the merger of Merger Sub with and into the Company as contemplated in the Merger Agreement, Parent will cause the Company to merge with and into Second Merger Sub (the "Merger") pursuant to Section 251 of the DGCL, so that the separate corporate existence of the Company will cease as soon as the Merger becomes effective, and Second Merger Sub thereafter shall continue as the surviving corporation (the "Surviving Corporation"), governed by the laws of the State of

Delaware, and existing under the corporate name that it possesses immediately prior to the Effective Time (as defined below), has been approved, adopted. executed and acknowledged by Parent, Merger Sub, Second Merger Sub and the Company. in accordance with Section 251 of the DGCL.

3. The name of the Surviving Corporation is Bear Merger Sub, Inc.

4. The certificate of incorporation of Second Merger Sub in effect immediately prior to the Effective Time (as defined below) shall be the certificate of incorporation of the Surviving Corporation.

5. The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

600 Montgomery Street, 26th Floor
San Francisco, California 94111-2728

---

6. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of Parent, Merger Sub, Second Merger Sub or the Company.

7. The Merger shall become effective at 5:01 p.m., eastern time, on November 15, 2007 (the "Effective Time").

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Certificate of Merger has been executed on November , 2007.

BEAR MERGER SUB, INC.

By: s/H. Thomas Hicks
Name: H. Thomas Hicks
Its: President

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
BEAR MERGER SUB, INC.

*****

Bear Merger Sub, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of Bear Merger Sub, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

"The name of the corporation is Washington Holdings, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Bear Merger Sub, Inc. has caused this certificate to be signed by Charles Szurgot, its Secretary, this 19th day of November, 2007.

By /s/ Charles Szurgot
Charles Szurgot
Secretary

STATE OF DELAWARE
CERTIFICATE OF CHANCE

OF REGISTERED AGENT AND/OR
REGISTERED OFFICE

The Board of Directors of Washington Holdings, Inc., a Delaware Corporation, on this 14th day of March, A.D. 2008, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is Corporation Trust Center 1209 Orange Street, in the City of Wilmington, County of New Castle Zip Code 19801.

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is THE CORPORATION TRUST COMPANY.

The Corporation does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 14th day of March, A.D., 2008.

By: /s/Kristian L. Jones

Name: Kristian L. Jones
Print or Type

Title: Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WASHINGTON HOLDINGS, INC.

*****

Washington Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Washington Holdings, Inc. be amended by changing Article I thereof so that, as amended, said Article shall read as follows:
>
> "The name of the Corporation is URS E&C Holdings, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provision of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Washington Holdings, Inc. has caused this certificate to be signed by Randolph J. Hill, its Vice President, this 16th day of February, 2010.

By: /s/Randolph J. Hill
Randolph J. Hill Vice
President

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
URS E&C HOLDINGS, INC.

URS E&C Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of URS E&C Holdings, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the Corporation is AECOM E&C Holdings, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said URS E&C Holdings, Inc. has caused this certificate to be signed by Jeanne C. Baughman, its Secretary, this 18th day of August, 2016.

By: /s/Jeanne C. Baughman
Jeanne C. Baughman
Secretary

Exhibit 3.75

BYLAWS

OF

AECOM E&C HOLDINGS, INC.

(formerly known as URS E&C Holdings, Inc.)

TABLE OF CONTENTS

BYLAWS

OF

AECOM E&C HOLDINGS, INC.

(formerly: URS E&C Holdings, Inc.)

ARTICLE I.

OFFICES

Section 1. REGISTERED OFFICES. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. OTHER OFFICES. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II.

MEETINGS OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of stockholders shall be held at any place within or outside the State of Delaware designated by the Board of Directors. The Board of Directors may also determine that a meeting may be held by means of remote communication whereby stockholders and not physically present at a meeting of stockholders may, by means of remote communication, participate in a meeting of stockholders and may be deemed present in person and vote at a meeting of stockholders whether such meeting is to be at a designated place or solely by means of remote communication. In determining that a meeting may be held by means of remote communication, the Board of Directors shall also (i) implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder, (ii) implement reasonable measures to provide such stockholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) provide that a record of any vote or action taken by any stockholder or at the meeting by means of remote communication. In the absence of any designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETINGS OF STOCKHOLDERS. The annual meeting of stockholders shall be held each year on a date and a time designated by the Board of Directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. QUORUM; ADJOURNED MEETINGS AND NOTICE THEREOF. A majority of the stock issued and outstanding and entitled to vote at any meeting of

stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by the Delaware General Corporation Law (the "Delaware Law"), by the Certificate of Incorporation, or by these Bylaws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. Such announcement must set forth the time, the place, if any, of the adjourned meeting, and the means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such adjourned meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the

adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. VOTING. When a quorum is present at any meeting, in all matters other than the election of directors, the vote of the holders of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Delaware Law, the Certificate of Incorporation, or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. Unless otherwise provided in the Certificate of Incorporation, each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article VII, Section 6 hereof.

Section 5. PROXIES. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A stockholder may authorize another person or persons to act as such stockholder's proxy by (i) executing an instrument in writing subscribed by such stockholder, or (ii) by transmitting or authorizing the transmission of a telegram, cablegram, or other means of electronic transmission to the person who will be the holder of the proxy, provided that any such telegram, cablegram, or other means of electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting.

Section 6. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or the

Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. NOTICE OF STOCKHOLDERS' MEETINGS. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided in the Delaware Law, the written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 8. MAINTENANCE AND INSPECTION OF STOCKHOLDER LIST. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination by any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours at the principal place of business of the corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

Section 9. STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent

delivered in the manner required by this Section 9 to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder shall be deemed to be written, signed and dated for the purposes of this Section 9, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder and (ii) the date on which such stockholder transmitted such telegram, cablegram or electronic transmission. The date on which the telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper forms shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation as provided above.

ARTICLE III.

DIRECTORS

Section 1. THE NUMBER OF DIRECTORS. The number of directors which shall constitute the whole Board shall be three (3). The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified or until such director's earlier resignation or removal. Any director may resign at any time upon notice given in writing or by electronic transmission to the corporation. Unless otherwise restricted by the Delaware Law or the Certificate of Incorporation, any director or the entire Board of Directors may be removed, either with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

Section 2. VACANCIES. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so chosen shall hold office until the next annual election of directors and until his successor is duly elected and qualified, or until such director's earlier resignation or removal. If there are no directors in office, then an election of directors may be held in the

manner provided by the Delaware Law. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the voting stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. POWERS. The property and business of the corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by the Delaware Law or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 4. PLACE OF DIRECTORS' MEETINGS. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of the State of Delaware.

Section 5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours' notice to each director, either personally or by mail, by facsimile, by electronic transmission or by telegram; special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors unless the Board consists of only one director; in which case special meetings shall be called by the President or Secretary in like manner or on like notice on the written request of the sole director.

Section 7. QUORUM. At all meetings of the Board of Directors a majority of the total number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business unless the Certificate of Incorporation or these Bylaws require a greater number. The vote of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Delaware Law, the Certificate of Incorporation or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. ACTION WITHOUT MEETING. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in

writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or committee.

Section 9. TELEPHONIC MEETINGS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. COMMITTEES OF DIRECTORS. The Board of Directors may designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors or in these Bylaws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any Bylaw of the corporation.

Section 11. MINUTES OF COMMITTEE MEETINGS. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV.

OFFICERS

Section 1. OFFICERS. The officers of this corporation shall be chosen by the Board of Directors and shall include a Chairman of the Board of Directors or a President, or

both, and a Secretary. The corporation may also have at the discretion of the Board of Directors such other officers as are desired, including a Vice-Chairman of the Board of Directors, a Chief Executive Officer, a Treasurer, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. In the event there are two or more Vice Presidents, then one or more may be designated as Executive Vice President, Senior Vice President, or other similar or dissimilar title. At the time of the election of officers, the directors may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. ELECTION OF OFFICERS. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the corporation.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. COMPENSATION OF OFFICERS. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 5. TERM OF OFFICE; REMOVAL AND VACANCIES. Each officer of the corporation shall hold office until his successor is elected and qualified or until such officer's earlier resignation or removal. Any officer may resign at any time upon written notice to the corporation. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws. The Chairman of the Board may, if designated by the Board, also serve as the Chief Executive Officer of the corporation and, if so designated, shall have the powers and duties prescribed in Section 7 of this Article IV.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation, unless such an officer is elected separately by the Board of Directors, and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. If the President also serves as the Chief Executive Officer, he shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the office of President of corporations (subject to such powers and duties vested by the Board in the Chief Executive Officer), and shall have such other powers and duties as may

be prescribed by the Board of Directors or these Bylaws. If a Chief Executive Officer is elected separately by the Board of Directors, such Chief Executive Officer shall have such powers and perform such duties as from time to time may be prescribed for him by the Board of Directors or these Bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors.

Section 9. SECRETARY. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or these Bylaws. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, or if there be no such determination, the Assistant Secretary designated by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 11. TREASURER. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered

by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 12. ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, the Assistant Treasurer designated by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

(a) The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

(b) The corporation shall indemnify to the maximum extent permitted by law any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of the corporation shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article V. Such expenses (including attorneys' fees) incurred by former directors and officers may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) The Board of Directors may authorize, by a vote of a majority of a quorum of the Board of Directors, the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article V.

(h) For the purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or

officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this Article V, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article V.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this Article or under any agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine the corporation's obligation to advance expenses (including attorneys' fees).

ARTICLE VI.

INDEMNIFICATION OF EMPLOYEES AND AGENTS

The corporation may indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an employee or agent of the corporation or, while an employee or agent of the corporation, is or was serving at the request of the corporation as an employee or agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the extent permitted by the Delaware Law.

ARTICLE VII.

CERTIFICATES OF STOCK

Section 1. CERTIFICATES. Every holder of stock of the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by, the Chairman or Vice Chairman of the Board of Directors, or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. SIGNATURES ON CERTIFICATES. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. STATEMENT OF STOCK RIGHTS, PREFERENCES, PRIVILEGES. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock; provided that, except as otherwise provided in Section 202 of the Delaware Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5. TRANSFERS OF STOCK. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and

record the transaction upon its books, unless otherwise restricted by the Delaware Law, the Certificate of Incorporation or these Bylaws.

Section 6. FIXED RECORD DATE. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed by the Board of Directors, (i) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held, and (ii) the record date for stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date which shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no such record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the Delaware Law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by the Delaware Law, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

Section 7. REGISTERED STOCKHOLDERS. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the Delaware Law.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. DIVIDENDS. Subject to the provisions of the Certificate of Incorporation, if any, the Board of Directors may declare and pay dividends upon the shares of its capital stock either (i) out of its surplus, as defined in and computed in accordance with Sections 154 and 244 of the Delaware Law, or (ii) in case there shall be no such surplus, out of its net profits for the fiscal year in which the dividend is declared and/or the preceding fiscal year. If the capital of the corporation, computed in accordance with Sections 154 and 244 of the Delaware Law, shall have been diminished by depreciation in the value of its property, or by losses, or otherwise, to an amount less than the aggregate amount of the capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets, the directors shall not declare and pay out of such net profits any dividends upon any shares of any classes of its capital stock until the deficiency in the amount of capital represented by the issued and outstanding stock of all classes having a preference upon the distribution of assets shall have been repaired. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. PAYMENT OF DIVIDENDS; DIRECTORS' DUTIES. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Section 3. CHECKS. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 4. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. CORPORATE SEAL. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. MANNER OF GIVING NOTICE. Whenever, under the provisions of the Delaware Law, the Certificate of Incorporation, or these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile, by electronic transmission, or by telegram.

Except as otherwise provided by the Delaware Law, notice to stockholders may also be given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice to the corporation. Notice given by a form of electronic transmission shall be deemed given (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice, (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice, (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice, and (iv) if by any other form of electronic transmission, when directed to the stockholder. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 7. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the Delaware Law, the Certificate of Incorporation, or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these Bylaws.

Section 8. ANNUAL STATEMENT. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

ARTICLE IX.

AMENDMENTS

Section 1. AMENDMENT BY DIRECTORS OR STOCKHOLDERS. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
09/10/2016	201625303876	AMENDED/RESTATED ARTICLES (AMA)	50.00	0.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

CT CORPORATION SYSTEM
KAITY TOON
4400 EASTON COMMONS WAY, STE. 125
COLUMBUS, OH 43219

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Jon Husted
171108

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AECOM ENERGY & CONSTRUCTION, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
AMENDED/RESTATED ARTICLES	**201625303876**

Effective Date: 09/12/2016

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 10th day of September, A.D. 2016.

Jon Husted

Ohio Secretary of State

Form 540 Prescribed by:

JON HUSTED
OHIO SECRETARY OF STATE

Toll Free: (877) SOS-FILE (877-767-3453)
Central Ohio: (614) 466-3910
www.OhioSecretaryofState.gov
busserv@OhioSecretaryofState.gov
File online or for more information: www.OHBusinessCentral.com

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 1329
Columbus, OH 43216

Expedite Filing (Two business day processing time. Requires an additional $100.00)
P.O. Box 1390
Columbus, OH 43216

Certificate of Amendment

(For-Profit, Domestic Corporation)

Filing Fee: $50

Form Must Be Typed

Check appropriate box:

- ○ Amendment to existing Articles of Incorporation (125-AMDS)
- ◉ Amended and Restated Articles (122-AMAP) - The following articles supersede the existing articles and all amendments thereto.

Complete the following information:

Name of Corporation: URS Energy & Construction, Inc.

Charter Number: 171108

Check one box below and provide information as required:

- ○ The articles are hereby amended by the **Incorporators**. Pursuant to Ohio Revised Code section 1701.70(A), incorporators may adopt an amendment to the articles by a writing signed by them if initial directors are not named in the articles or elected and before subscriptions to shares have been received.

- ○ The articles are hereby amended by the **Directors**. Pursuant to Ohio Revised Code section 1701.70 (A), directors may adopt amendments if initial directors were named in articles or elected, but subscriptions to shares have not been received. Also, Ohio Revised Code section 1701.70(B) sets forth additional cases in which directors may adopt an amendment to the articles.

  The resolution was adopted pursuant to Ohio Revised Code section 1701.70(B) (In this space insert the number 1 through 10 to provide basis for adoption.)

- ○ The articles are hereby amended by the **Shareholders** pursuant to Ohio Revised Code section 1701.71.

- ◉ The articles are hereby amended and restated pursuant to Ohio Revised Code section 1701.72.

A copy of the resolution of amendment is attached to this document.

Note: If amended articles were adopted, they must set forth all provisions required in original articles except that articles amended by directors or shareholders need not contain any statement with respect to initial stated capital. See Ohio Revised Code section 1701.04 for required provisions.

Required
Must be signed by all incorporators, if amended by incorporators, or an authorized officer if amended by directors or shareholders, pursuant to Ohio Revised Code section 1701.73(B) and (C).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

URS Energy & Construction, Inc.
Signature

Jeanne C Baughman
By (if applicable)

Jeanne C. Baughman
Print Name

Signature

By (if applicable)

Print Name

Form 540 Page 2 of 2 Last Revised: 4/17/2014

CERTIFICATE OF

AMENDED AND RESTATED ARTICLES OF INCORPORATION

URS ENERGY & CONSTRUCTION, INC.

Charter Number 171108

The undersigned, Jeanne C. Baughman, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.

/s/ Jeanne C. Baughman
Jeanne C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

FIRST: The name of the corporation is AECOM Energy & Construction, Inc.

SECOND: The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.

THIRD: The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.

FOURTH: The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars ($10.00).

FIFTH: These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)
(*Name Change Filed and Effective September 12, 2016)*

REGULATIONS
(*Amended and Restated Effective as of July 7, 2000)*

ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of shareholders of the Corporation for the election of directors, the consideration of reports to be laid before such meeting, and the transaction of such other business as may properly be brought before such meeting shall be held at the principal office of the Corporation in the City of Cleveland, in Cuyahoga County, or at such other place either within or without the State of Ohio as may be designated by the Board of Directors, by the Chairman of the Board, or by the President and specified in the notice of such meeting, at such time as may be designated by the Board of Directors, by the Chairman of the Board, or by the President and specified in the notice of the meeting, on the last Friday of November in each year, if not a legal holiday, and, if a legal holiday, then on the next succeeding business day.

Section 2. Special Meetings. Special meetings of the shareholders of the Corporation may be held on any business day, when called by the Chairman of the Board, or by the President, or by a Vice President, or by the Board of Directors acting at a meeting, or by a majority of the directors acting without a meeting, or by persons who hold twenty-five per cent of all the shares outstanding and entitled to vote thereat. Upon request in writing delivered either in person or by registered mail to the President or the Secretary by any persons entitled to call a meeting of shareholders, such officer shall forthwith cause to be given to the shareholders entitled thereto notice of a meeting to be held after the receipt of such request, as such officer may fix. If such notice is not given within thirty days after the delivery or mailing of such request, the persons calling the meeting may fix the time of the meeting and give notice thereof in the manner provided by law or as provided in these Regulations, or cause such notice to be given by any designated representative. Each special meeting shall be called to convene between nine o'clock a.m. and four o'clock p.m., and shall be held at the principal office of the Corporation, unless the same is called by the directors, acting with or without a meeting, in which case such meeting may be held at any place either within or without the State of Ohio designated by the Board of Directors and specified in the notice of such meeting.

Section 3. Notice of Meetings. Not less than seven or more than sixty days before the date fixed for a meeting of shareholders written notice stating the time, place, and purposes of such meeting shall be given by or at the direction of the Secretary, or Assistant Secretary, or any other person or persons required or permitted by these Regulations to give such notice. The notice shall be given by personal delivery or by mail to each shareholder entitled to notice of the meeting who is of record as of the day next preceding the day on which notice is given or, if a record date therefor is duly fixed, of record as of said date; if mailed, the notice shall be addressed to the shareholders at

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their respective addresses as they appear on the records of the Corporation. Notice of the time, place, and purposes of any meeting of shareholders may be waived in writing, either before or after the holding of such meeting, by any shareholders, which writing shall be filed with or entered upon the records of the meeting. The attendance of any shareholder at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

Section 4. Quorum; Adjournment. Except as may be otherwise provided by law or by the Articles of Incorporation, at any meeting of the shareholders the holders of shares entitling them to exercise a majority of the voting power of the Corporation present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Articles, or by these Regulations to be authorized or taken by a designated proportion of the shares of any particular class or of each class of the Corporation may be authorized or taken by a less proportion; and provided, further, that the holders of a majority of the voting shares represented thereat, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 5. Proxies. Persons entitled to vote shares or to act with respect to shares may vote or act in person or by proxy. The person appointed as proxy need not be a shareholder. Unless the writing appointing a proxy otherwise provides, the presence at a meeting of the person having appointed a proxy shall not operate to revoke the appointment. Notice to the Corporation, in writing or in open meeting, of the revocation of the appointment of a proxy shall not affect any vote or act previously taken or authorized.

Section 6. Approval and Ratification of Acts of Offices and Board of Directors. Except as otherwise provided by the Articles of Incorporation or by law, any contract, act, or transaction, prospective or past, of the Corporation, or of the Board of Directors, or of the officers may be approved or ratified by the affirmative vote at a meeting of the shareholders, or by the written consent, with or without a meeting, of the holders of record of shares entitling them to exercise a majority of the voting power of the Corporation, and such approval or ratification shall be as valid and binding as though affirmatively voted for or consented to by every shareholder of the Corporation.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Duties; Number. The business of the Corporation shall be managed by its Board of Directors. The Board of Directors shall consist of such number of members as the shareholders, at any annual or special meeting called for the purpose of electing directors at which a quorum is present, by the affirmative vote of the holders of a majority of the shares which are represented at the meeting and entitled to vote on such proposal, may determine, or, the number of members of the Board of Directors which shall constitute the whole board may be fixed from time to time by a resolution of a majority of the Board of Directors, except that such number shall not be less than three.

Section 2. Election of Directors; Vacancies. The directors shall be elected at each annual meeting of shareholders or at a special meeting called for the purpose of electing directors. At a meeting of shareholders at which directors are to be elected, only persons nominated as candidates shall be eligible for election as directors and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board of Directors, however caused, the remaining directors, though less than a majority of the whole authorized number of directors, may, by the vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations. Each director shall hold office until the next annual meeting of the shareholders and until his successor is elected, or until his earlier resignation, removal from office, or death. Any director may resign at any time by oral statement to that effect made at a meeting of the Board of Directors or in a writing to that effect delivered to the Secretary, such resignation to take effect immediately or at such other time as the director may specify.

Section 4. Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors, shall, unless such duty has been delegated by the Board of Directors to the President or another officer, preside at all meetings of the shareholders, and shall have such authority and shall perform such other duties as may be determined by the Board of Directors.

Section 5. Organization Meeting. After each annual meeting of the shareholders, the newly elected directors shall hold an organization meeting for the purpose of electing officers and transacting any other business.

Section 6. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and place within or without the State of Ohio as may be provided for in bylaws or resolutions adopted by the Board of Directors and upon such notice, if any, as may be so provided.

Section 7. Special Meetings. Special meetings of the Board of Directors may be held at any time within or without the State of Ohio upon call by the Chairman of the Board or the President or a Vice President or any two directors. Written notice of the time and place of each such meeting shall be given to each director either by personal delivery or by mail, telegram, or cablegram at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any director at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting and such notice may be waived in writing, either before or after the holding of such meeting, by any director, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organization, regular, or special meeting.

Section 8. Quorum; Adjournment. A quorum of the Board of Directors shall consist of a majority of the directors then in office; provided, that a majority of the directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time; if any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting. At each meeting of the Board

of Directors at which a quorum is present, all questions and business shall be determined by a majority vote of those present except as in these Regulations otherwise expressly provided.

Section 9. Action Without a Meeting. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting with the affirmative vote or approval of, and in a writing or writings signed by, all of the directors, which writing or writings shall be filed with or entered upon the records of the Corporation.

Section 10. Committee. The Board of Directors may at any time appoint from its members an Executive, Finance, or other committee or committees, consisting of such number of members, not less than three, as the Board of Directors may deem advisable, together with such alternates as the Board of Directors may deem advisable, to take the place of any absent member or members at any meeting of such committee. Each such member and each such alternate shall hold office during the pleasure of the Board of Directors. Any such committee shall act only in the intervals between meetings of the Board of Directors and shall have such authority of the Board of Directors as may, from time to time, be delegated by the Board of Directors, except the authority to fill vacancies in the Board of Directors or in any committee of the Board of Directors. Subject to the aforesaid exceptions, any person dealing with the Corporation shall be entitled to rely upon any act or authorization of an act by any such committee, to the same extent as an act or authorization of the Board of Directors. Each committee shall keep full and complete records of all meetings and actions, which shall be open to inspection by the directors. Unless otherwise ordered by the Board of Directors, any such committee may prescribe its own rules for calling and holding meetings, and for its own method of procedure, and may act at a meeting by a majority of its members or without a meeting by a writing or writings signed by all of its members.

ARTICLE III
OFFICERS

Section 1. Election and Designation of Officers. The officers of the Corporation will be elected by the Board of Directors and will consist of a Chairman (who, unless the Board of Directors specifies otherwise, will also be the Chief Executive Officer), a President, a Secretary and a Treasurer. The Board of Directors may also choose any or all of the following: one or more Vice Chairmen, one or more Assistants to the Chairman, a Chief Operating Officer, one or more Vice Presidents (who may be given particular designations with respect to authority, function or seniority) and such other officers as the Board of Directors may from time to time determine. Notwithstanding the foregoing, by specific action the Board of Directors may authorize the Chairman to appoint any person to any office other than Chairman, President, Secretary or Treasurer. Any number of offices may be held by the same person. Any of the offices may be left vacant from time to time as the Board of Directors may determine. In the case of the absence or disability of any officer of the Corporation or for any other reason deemed sufficient by a majority of the Board of Directors, the Board of Directors may delegate the absent or disabled officer’s powers or duties to any other officer or to any director.

Section 2. Term of Office; Vacancies. The officers of the Corporation shall hold office until the next organization meeting of the Board of Directors and until their successors are elected, except in the case of resignation, removal from office, or death. The Board of Directors may remove any

officer at any time with or without cause by a majority vote of the directors then in office. Any vacancy in any office may be filled by the Board of Directors or by the Chairman as provided in Article III — Section 1 of these Regulations.

Section 3. Authority and Duties. Each of the officers of the Corporation will have such authority and will perform such duties as are customarily incident to their respective offices or as may be specified from time to time by the Board of Directors. Without limiting the generality or effect of the foregoing, each of the Chairman, any Vice Chairman, the President or any Vice President will have the authority to exercise, on behalf of the Corporation, the Corporation's rights as a holder of shares of capital stock or other securities of any other corporation or other entity.

ARTICLE IV
COMPENSATION

Section 1. Directors and Members of Committees. Members of the Board of Directors and members of any committee of the Board of Directors may, as such, receive such compensation, which may be either a fixed sum for attendance at each meeting of the Board of Directors, or at each meeting of the Committee, or stated compensation payable at intervals, or may otherwise be compensated as may be determined by or pursuant to authority conferred by the Board of Directors or any committee of the Board of Directors, which compensation may be in different amounts for various members of the Board of Directors or any committee. No member of the Board of Directors and no member of any committee of the Board of Directors shall be disqualified from being counted in the determination of a quorum or from acting at any meeting of the Board of Directors or of a committee of the Board of Directors by reason of the fact that matters affecting his own compensation as a director, member of a committee of the Board of Directors, officer, or employee are to be determined.

Section 2. Officers and Employees. The compensation of officers and employees of the Corporation, or the method of fixing such compensation, shall be determined by or pursuant to authority conferred by the Board of Directors or any committee of the Board of Directors. Such compensation may include pension, disability, and death benefits, and may be by way of fixed salary, or on the basis of earnings of the Corporation, or any combination thereof, or otherwise, as may be determined or authorized from time to time by the Board of Directors or any committee of the Board of Directors.

ARTICLE V
INDEMNIFICATION

Section 1. The Corporation shall indemnify any director, officer, or a former director, officer, or employee of the Corporation, against expenses (including attorneys' fees), judgments, decrees, fines, penalties, amounts paid in settlement and other liabilities incurred in connection with the defense of any pending or threatening action, suit, or proceeding, whether criminal, civil, administrative or investigative, to which such director, officer or employee is or could reasonably expect to be made a party by reason of being or having been such director, officer, or employee, provided:

(a) that such person was not, and has not been adjudicated to have been, negligent or guilty of misconduct in the performance of his duty to the Corporation;

(b) that he acted in good faith in what he reasonably believed to be the best interests of the Corporation; and

(c) that, in any matter the subject of a criminal action, suit, or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

The determination as to (a), (b) and (c) above shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of directors who are not or were not parties to or threatened with such action, suit, or proceeding arising from the same or similar operative facts; or (2) if such a quorum is not obtainable, or even if obtainable if a majority of such quorum of disinterested directors so directs, by independent legal counsel (compensated by the Corporation) to whom the matter may be referred by a majority of disinterested directors; or (3) if there be no disinterested directors, or if a majority of the disinterested directors, whether or not a quorum, so directs, by vote in person or by proxy of the holders of a majority of the Corporation's shares entitled to vote in the election of directors.

The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or plea of guilty or nolo contendere shall not create a presumption that such person did not meet the standards of conduct referred to above.

To the extent that any such person has been successful on the merits, on procedural grounds, or otherwise with respect to any such action, suit, or proceeding, or in the defense of any claim, issue, or matter therein, such person shall be indemnified against expenses incurred in connection therewith without the determination specified above.

The Board of Directors, whether a disinterested quorum exists or not, may advance expenses to any such person for the defense of any such action, suit, or proceeding, or threat thereof, prior to any final disposition thereof, upon receipt of a satisfactory undertaking by such person to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Corporation as herein authorized.

The indemnification provided by this Article shall not be deemed exclusive of, or in any way to limit, any other rights to which any person indemnified may be or may become entitled as a matter of law, by the articles, regulations, agreements, insurance, vote of stockholders, or otherwise, with respect to action in his official capacity, and shall continue as to a person who has ceased to be a director, officer, or employee; and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 2. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, or employee, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article or of the Ohio Revised Code.

Section 3. If any part of this Article shall be found, in any action, suit, or proceeding, to be invalid or ineffective, the validity and the effect of the remaining parts shall not be affected.

ARTICLE VI
RECORD DATES

For any lawful purpose, including, without limitation, the determination of the shareholders who are entitled to receive notice of or to vote at a meeting of shareholders, the Board of Directors may fix a record date in accordance with the provisions of the Ohio General Corporation Law. The record date for the purpose of the determination of the shareholders who are entitled to receive notice of or to vote at a meeting of shareholders shall continue to be the record date for all adjournments of such meetings, unless the Board of Directors or the persons who shall have fixed the original record date shall, subject to the limitations set forth in the Ohio General Corporation Law, fix another date, and, in case a new record date is so fixed, notice thereof and of the date to which the meeting shall have been adjourned shall be given to shareholders of record as of such date in accordance with the same requirements as those applying to a meeting newly called. The Board of Directors may close the share transfer books against transfers of shares during the whole or any part of the period provided for in this Article, including the date of the meeting of shareholders and the period ending with the date, if any, to which adjourned. If no record date is fixed therefor, the record date for determining the shareholders who are entitled to receive notice of or to vote at a meeting of shareholders shall be the date next preceding the day on which notice is given, or the date next preceding the day on which the meeting is held, as the case may be.

ARTICLE VII
CERTIFICATES FOR SHARES

Section 1. Form of Certificates and Signatures. Each holder of shares shall be entitled to one or more certificates, signed by the Chairman of the Board or the President or a Vice President and by the Secretary, an Assistant Secretary, the Treasurer, or an Assistant Treasurer of the Corporation, which shall certify the number and class of shares held by him in the Corporation, but no certificate for shares shall be executed or delivered until such shares are fully paid. When such a certificate is countersigned by an incorporated transfer agent or registrar, the signature of any of said officers of the Corporation may be facsimile, engraved, stamped, or printed. Although any officer of the Corporation whose manual or facsimile signature is affixed to such a certificate ceases to be such officer before the certificate is delivered, such certificate nevertheless shall be effective in all respects when delivered.

Section 2. Transfer of Shares. Shares of the Corporation shall be transferable upon the books of the Corporation by the holders thereof, in person, or by a duly authorized attorney, upon surrender and cancellation of certificates for a like number of shares of the same class or series, with duly executed assignment and power of transfer endorsed thereon or attached thereto, and with such proof of the authenticity of the signatures to such assignment and power of transfer as the Corporation or its agents may reasonably require.

Section 3. Lost, Stolen, or Destroyed Certificates. The Corporation may issue a new certificate for shares in place of any certificate theretofore issued by it and alleged to have been lost, stolen, or destroyed, and the Board of Directors may, in its discretion, require the owner, or his legal representatives, to give the Corporation a bond containing such terms as the Board of Directors may require to protect the Corporation or any person injured by the execution and delivery of a new certificate.

Section 4. Transfer Agent and Registrar. The Board of Directors may appoint, or revoke the appointment of, transfer agents and registrars and may require all certificates for shares to bear the signatures of such transfer agents and registrars, or any of them.

ARTICLE VIII
CORPORATE SEAL

The Ohio General Corporation Law provides in effect that the absence of a corporate seal from any instrument executed on behalf of the Corporation does not affect the validity of the instrument; if in spite of that provision a seal is imprinted on or attached, applied, or affixed to an instrument by embossment, engraving, stamping, printing, typing, adhesion, or other means, the impression of the seal on the instrument shall be circular in form and shall contain the name of the Corporation and the words “corporate seal.”

ARTICLE IX
AMENDMENTS

The Regulations of the Corporation may be amended, or new Regulations may be adopted, by the shareholders at a meeting held for such purpose, by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power on such proposal or without a meeting by the written consent of the holders of shares entitling them to exercise two-thirds of the voting power on such proposal. If the Regulations are amended or new Regulations are adopted without a meeting of the shareholders, the Secretary of the Corporation shall mail a copy of the amendment or the new Regulations to each shareholder who would have been entitled to vote thereon and did not participate in the adoption thereof.

ARTICLE X
PRACTICE OF ENGINEERING, ARCHITECTURE
AND LAND SURVEY IN ALASKA

All engineering decisions pertaining to engineering activities in the State of Alaska shall be made by a professional engineer registered in the State and designated by the Board as being in responsible charge or other professional engineers registered in Alaska under his direct personal supervision.

ARTICLE XI
PRACTICE OF ENGINEERING, ARCHITECTURE
AND LAND SURVEY IN THE STATE OF WASHINGTON

All engineering decisions pertaining to engineering activities in the State of Washington shall be made by a professional engineer registered in the State and designated by the Board as being in responsible charge or other professional engineers registered in the State of Washington under his direct personal supervision.

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "AECOM INTERNATIONAL, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE EIGHTH DAY OF AUGUST, A.D. 1990, AT 9 O`CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SIXTH DAY OF JANUARY, A.D. 1994, AT 10 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WOODWARD-CLYDE INTERNATIONAL, INC." TO "WOODWARD-CLYDE INTERNATIONAL HOLDINGS, INC.", FILED THE FOURTEENTH DAY OF JANUARY, A.D. 1997, AT 9 O`CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SECOND DAY OF JUNE, A.D. 1998, AT 9 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WOODWARD-CLYDE INTERNATIONAL HOLDINGS, INC." TO "URS GREINER WOODWARD-

Jeffrey W. Bullock, Secretary of State

2238294 8100H
SR# 20170903623

Authentication: 202039316
Date: 02-14-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

CLYDE INTERNATIONAL HOLDINGS, INC.", FILED THE TWENTY-FIRST DAY OF SEPTEMBER, A.D. 1998, AT 9 O`CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE SEVENTH DAY OF FEBRUARY, A.D. 2001, AT 3 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "URS GREINER WOODWARD-CLYDE INTERNATIONAL HOLDINGS, INC." TO "URS INTERNATIONAL, INC.", FILED THE SEVENTEENTH DAY OF APRIL, A.D. 2002, AT 5 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "URS INTERNATIONAL, INC." TO "AECOM INTERNATIONAL, INC.", FILED THE FIRST DAY OF DECEMBER, A.D. 2015, AT 5:31 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "AECOM INTERNATIONAL, INC.".

Jeffrey W. Bullock, Secretary of State

2238294 8100H
SR# 20170903623

Authentication: 202039316
Date: 02-14-17

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF INCORPORATION

OF

WOODWARD-CLYDE INTERNATIONAL, INC.

FIRST. The name of this corporation shall be:

WOODWARD-CLYDE INTERNATIONAL, INC.

SECOND. Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle 19805 and its registered agent at such address is Corporation Service Company.

THIRD. The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which the Corporation shall have the authority to issue is:

Three Thousand (3,000) shares without par value.

FIFTH. The name and address of the incorporator is as follows:

Jane S. Krayer
Corporation Service Company
1013 Centre Road
Wilmington, DE 19805

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

SEVENTH. No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law, (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Seventh shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

IN WITNESS WHEREOF, the undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this eighth day of August, A.D. 1990.

/s/Jane S. Krayer

Jane S. Krayer
Incorporator

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

Woodward-Clyde International, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is Corporation Service Company and the present registered office of the corporation is in the county of New Castle.

The Board of Directors of Woodward-Clyde International, Inc. adopted the following resolution on the 16th day of September, 1993..

Resolved, that the registered office of Woodward-Clyde International, Inc.

in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, Woodward-Clyde International, Inc. has caused this statement to be signed by Jean-Yves Perez, its President and attested by Walter Dutko, its Corporate Secretary this 27th day of May, 1993.

By /s/Jean-Yves Peres
Jean-Yves Perez *President*

ATTEST:

By s/Walter Dutko
Walter Dutko *Secretary*

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

OF CERTIFICATE OF INCORPORATION

Woodward-Clyde International, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Woodward-Clyde International, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First" so that, as amended, said Article shall be and read as follows:

The name of this corporation is Woodward-Clyde International Holdings, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, Woodward-Clyde International. Inc. has caused this certificate to be signed by Robert K. Wilson, Secretary, an authorized officer, this 9th day of November, 1996.

BY: /s/Robert K. Wilson
ROBERT K. WILSON,
Secretary

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is

Woodward-Clyde International Holdings, Inc.

2. The registered office of the corporation within the State of Delaware is hereby changed to 1013 Centre Road, City of Wilmington 19805, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on May 22, 1998

/s/Robert K. Wilson
Robert K. Wilson, Secretary

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

WOODWARD-CLYDE INTERNATIONAL HOLDINGS, INC.

Woodward-Clyde International Holdings, Inc. , a corporation organized and existing under and by virtue of the general Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST. That the Board of Directors of said corporation, at a meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation be amended to read as follows:

FIRST: The name of this corporation shall be:

URS GREINER WOODWARD-CLYDE INTERNATIONAL HOLDINGS, INC.

SECOND. That the said amendment has been consented to and authorized by the holders of a majority of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the general Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, SAID CORPORATION HAS caused this Certificate to be signed by James R. Miller, its President, and attested by Robert K. Wilson, its Secretary, this 26th day of August A.D. 1998.

/s/James R. Miller
James R. Miller, President

/s/Robert K. Wilson
Attested by: Robert K. Wilson, Secretary

CERTIFICATE OF CHANGE OF REGISTERED AGENT
AND
REGISTERED OFFICE
* * * * *

URS Greiner Woodward-Clyde International Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is Corporation Service Company and the present registered office of the corporation is in the county of New Castle.

The Board of Directors of **URS Greiner Woodward-Clyde International Holdings, Inc.** adopted the following resolution on the 1st day of November, 2000.

Resolved, that the registered office of Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 in the state of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, **URS Greiner Woodward-Clyde International Holdings, Inc.** has caused this statement to be signed by Daniel Hutchins, its Vice President, this 7th day of February, 2001.

/s/Daniel Hutchins
Daniel Hutchins, Vice President

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

URS GREINER WOODWARD-CLYDE INTERNATIONAL HOLDINGS, INC.

* * * * *

URS Greiner Woodward-Clyde International Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of URS Greiner Woodward-Clyde International Holdings, Inc. be amended by changing Article I thereof so that, as amended, said Article shall be and read as follows:

Article I

The name of the corporation is URS International, Inc.

SECOND: That in lieu of a meeting and vote of stockholder, the sole stockholder has given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IT WITNESS WHEREOF, said URS Greiner Woodward-Clyde International Holdings, Inc., has caused this Certificate of Incorporation to be signed by Carol Brummerstedt, its Assistant Secretary, this 17th day of April, 2002.

URS GREINER WOODWARD-CLYDE
INTERNATIONAL HOLDINGS, INC.

/s/Carol Brummerstedt
Carol Brummerstedt, Assistant Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
URS INTERNATIONAL, INC.

*****

URS International, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That the Board of Directors of said corporation, by the unanimous written consent of its members, filed with the minutes of the Board a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

RESOLVED, that the Certificate of Incorporation of URS International, Inc. be amended by changing Article !thereof so that, as amended, said Article shall be and read as follows:

Article I

The name of the corporation is AECOM International, Inc.,

SECOND: That in lieu of a meeting and vote of stockholder, the sole stockholder has given unanimous written consent to said amendment in, accordance with the provisions of Section 228 of the General Corporation Law of the. State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IT WITNESS WHEREOF said URS International, Inc., has caused this Certificate of Incorporation to be signed by Carol F. Brandenburg-Smith, its Secretary, this 1st day of December 2015.

URS INTERNATIONAL, INC.

/s/Carol F. Brandenburg-Smith
Carol F. Brandenburg-Smith, Secretary

Exhibit 3.94

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Barbara K. Cegavske	20170161076-71
Secretary of State	Filing Date and Time
State of Nevada	04/13/2017 1:00 PM
	Entity Number
	C10323-1990

Certificate to Accompany Restated Articles or Amended and Restated Articles
(PURSUANT TO NRS)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

This Form is to Accompany Restated Articles or Amended and Restated Articles of Incorporation
(Pursuant to NRS 78.403, 82.371, 86.221, 87A, 88.355 or 88A.250)
(This form is also to be used to accompany Restated Articles or Amended and Restated Articles for Limited-Liability Companies, Certificates of Limited Partnership, Limited-Liability Limited Partnerships and Business Trusts)

1. Name of Nevada entity as last recorded in this office:

URS International Projects, Inc.

2. The articles are: (mark only one box) ☐ Restated ☒ Amended and Restated
Please entitle your attached articles "Restated" or "Amended and Restated," accordingly.

3. Indicate what changes have been made by checking the appropriate box:*

☐ No amendments; articles are restated only and are signed by an officer of the corporation who has been authorized to execute the certificate by resolution of the board of directors adopted on:
The certificate correctly sets forth the text of the articles or certificate as amended to the date of the certificate.

☒ The entity name has been amended.

☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)

☐ The purpose of the entity has been amended.

☐ The authorized shares have been amended.

☐ The directors, managers or general partners have been amended.

☐ IRS tax language has been added.

☐ Articles have been added.

☐ Articles have been deleted.

☒ Other. The articles or certificate have been amended as follows: (provide article numbers, if available)

Article FIRST of the Articles of Incorporation of the Company is amended to read as follows:
The name of the corporation is AECOM International Projects, Inc.

4. Effective date and time of filing: (optional) Date: Time:
(must not be later than 90 days after the certificate is filed)

* This form is to accompany Restated Articles or Amended and Restated Articles which contain newly altered or amended articles. The Restated Articles must contain all of the requirements as set forth in the statutes for amending or altering the articles for certificates.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Restated Articles
Revised: 1-5-15

AECOM INTERNATIONAL PROJECTS, INC.
(a Nevada corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of April 13, 2017)

FIRST: The name of the corporation (hereinafter the "Corporation") is

AECOM International Projects, Inc.

SECOND: The principal office in the State of Nevada, USA, is located at 701 S. Carson Street — Suite 200, in the City of Carson City, County of Ormsby. The name and address of its resident agent is The Corporation Trust Company of Nevada, 701 S. Carson Street — Suite 200, Carson City, Nevada, USA, 89701.

THIRD: The Corporation may engage in any lawful act, activity and/or business for which corporations may be organized under the General Corporation Laws of the State of Nevada.

FOURTH: This Corporation is authorized to issue only one class of shares of Common Stock; the total number of such shares is two-thousand (2,000); and all such shares of Common Stock are to be one-cent ($.01) par value each.

(A) Provisions Relating to the Common Stock.

1. Except as otherwise required by law, all rights to vote and all voting power shall be vested exclusively in the holders of the Common Stock.

2. The holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available therefor, dividends payable in cash, stock or otherwise.

3. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests.

(B) Denial of Preemptive Rights. Except as expressly provided in these Amended and Restated Articles of Incorporation, no stockholder of this Corporation shall have, by reason of its holding shares of Common Stock of this Corporation, any preemptive or preferential rights to purchase or subscribe for any other shares of any class or series of this Corporation now or hereafter to be authorized, in any other equity securities, or any notes, debentures, warrants, bonds, or other securities convertible into or carrying options or warrants to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or such notes, debentures, bonds or other securities, would adversely affect the dividend or voting rights of such stockholder.

(C) Denial of Cumulative Voting. Cumulative voting by any stockholder is hereby expressly denied.

FIFTH: The members of the governing board shall be known as “directors”, and the number of directors thereof shall be not less than three (3) nor more than fifteen (15), the exact number to be fixed by the Bylaws of the Corporation, provided that the number so fixed by the Bylaws may be increased or decreased within the limits above specified from time-to-time by the Bylaws. At all meetings of the Board of Directors, two (2) of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors.

SIXTH: The capital stock, after the amount of the subscription price, or par value, has been paid in, shall be subject to no further assessment to pay debts of the Corporation.

SEVENTH: The name and address of the Secretary of the Corporation signing these Amended and Restated Articles of Incorporation is Jeanne C. Baughman, 3320 E. Goldstone Way, Meridian, ID 83642.

EIGHTH: The Corporation is to have perpetual existence.

NINTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

Subject to the Bylaws, if any, adopted by the stockholders, to make, alter, amend or repeal the Bylaws of the Corporation.

To fix the amount to be reserved as working capital over and above its capital stock paid in to authorize and cause to be executed mortgages and liens upon the real and personal property of this Corporation.

To determine, from time to time, whether and to what extent, and at what time and places, and under what conditions and regulations, the accounts and books of the Corporation (other than the stock ledger), or any of them, shall be open to inspection of stockholders, and no stockholder shall have any right of inspecting any account, book, or document of this Corporation except as conferred by statute, unless authorized by a resolution of the stockholders or directors.

If the Bylaws so provide, to designate two (2) or more of its own number to constitute an executive committee, which committee shall for the time being, as provided in said resolution or in the Bylaws of the Corporation, have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the Bylaws of the Corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

This Corporation in its Bylaws may confer powers upon its directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by statute.

TENTH: Both stockholders and directors shall have power, if the Bylaws so provide, to hold their meetings and to have one or more offices within or without the State of Nevada, and to keep the books of this Corporation (subject to the provisions of

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the statutes) outside the State of Nevada at such places as may be from time to time designated by the Board of Directors or in the Bylaws of the Corporation.

ELEVENTH The Corporation shall indemnify each and every director and officer of the Corporation against any and all expenses, including attorneys’ fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any action, suit or proceeding in which he was or is a party or is threatened to be made a party by reason of being or having been a director or officer of the Corporation to the

fullest extent permitted by law. The rights of indemnification provided in this Article shall be in addition to any rights to which a person may otherwise be entitled by the Corporation's Bylaws, statute, agreement, and vote of stockholders or otherwise.

TWELFTH: This Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, in the mariner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon stockholders are granted subject to this reservation.

THIRTEENTH: These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.

The undersigned, Jeanne C. Baughman, who is the Secretary of the Corporation, does hereby certify that in a writing signed by all the stockholders who would be entitled to notice of a meeting held for that purpose, these Amended and Restated Article of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the Corporation, has hereunto subscribed her name on April 13, 2017.

By: /s/Jeanne C. Baughman
Jeanne C. Baughman, Secretary

Exhibit 3.95

BYLAWS

OF

AECOM INTERNATIONAL PROJECTS, INC.

(Amended & Restated as of April 13, 2017)

OFFICES

1. The principal office shall be in the City of Carson City, County of Carson City, State of Nevada.

The corporation may also have offices in the City of Greenwood Village, State of Colorado, and also offices at such other places as the Board of Directors may from time to time appoint or the business of the corporation may require.

SEAL

2. The corporate seal shall have inscribed thereon the name of the corporation and the words, "Corporate Seal, Nevada."

STOCKHOLDERS' MEETINGS

3. All annual meetings of the stockholders shall be held at the office of the corporation in Greenwood Village, Colorado or at such other places as the Board of Directors of the corporation may from time to time determine. Special meetings of the stockholders may be held at such place as shall be stated in the notice of the meeting.

4. An annual meeting of stockholders shall be held on the third Tuesday of April in each year, if not a legal holiday, and if a legal holiday, then on the next secular day following at 9:00 a.m., when they shall elect by plurality vote, a Board of Directors, and transact such other business as may properly be brought before the meeting.

5. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall be requisite and shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by law, by the Articles of Incorporation, or by these Bylaws. If, however, such majority shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other

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than announcement at the meeting, until a quorum be present. At such adjourned meeting at which a quorum shall be represented, any business may be transacted which might have been transacted at the meeting as originally notified.

6. At each meeting of the stockholders, every stockholder having the right to vote shall be entitled to vote in person, or by proxy appointed by an instrument in writing subscribed by such stockholder and having a date not more than three years prior to said meeting, unless said instrument provides for a longer period. Proxies shall be filed with the secretary immediately after the meeting is called to order. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation on the date of closing the books of the corporation against transfers of stock or on the record date fixed for the determination of stockholders entitled to vote at such meeting, or, if the books be not closed or a record date fixed, then on the date of such meeting. Upon the demand of any stockholder, the vote upon any questions before the meeting shall be by ballot. All questions shall be decided by a plurality vote.

At all elections of directors, each shareholder at the time entitled to vote, shall be entitled to as many votes as shall equal the number of his voting shares of stock, multiplied by the number of directors to be elected and he may cast all such votes for a single director or may distribute them among the number to be voted for, or any two or more of them, as he may see fit.

7. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or any vice president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

8. Business transacted at all special meetings shall be confined to the objects stated in the call.

9. Written notice of the annual meeting and of all special meetings of the stockholders, signed by the president or a vice president, or the secretary or an assistant secretary, stating the purpose or purposes for which the meeting is called and the time when and the place where it is to be held shall be mailed to each stockholder entitled to vote thereat at his address as appears on the records of the corporation not less than ten nor more than sixty days prior to the meeting.

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10. Whenever all stockholders entitled to vote at any meeting, consent, either by a writing on the records of the meeting and filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objections, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objections for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered

likewise valid and the irregularity of defect therein waived by a writing signed by all parties having the right to vote at such meeting. Such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

DIRECTORS

11. The property and business of the corporation shall be managed by its Board of Directors. The number of directors may from time to time be increased to not more than fifteen (15) or decreased to not less than three (3), by a resolution of a majority of the Board of Directors, or by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote at any regular meeting of the stockholders or at any special meeting of the stockholders, upon due notice. They shall be elected at the annual meeting of the stockholders, and each director shall be elected to serve until his successor shall be elected and shall qualify.

12. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of Nevada, in the City of Greenwood Village, State of Colorado, or at such other places as they may from time to time determine. The stock ledger or duplicate stock ledger of the corporation shall be kept outside of Nevada, at 6200 S. Quebec Street, Greenwood Village, Colorado, 80111.

13. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors who shall hold office until the next annual election and until a successor or successors have been duly elected.

14. The Board of Directors shall have the power to authorize the establishment of foreign branches or offices and to authorize the delivery of any documents required by foreign authorities to make such establishments.

15. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

16. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate two or more committees, each committee to consist of two or more of the directors of the corporation which, to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

17. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

COMPENSATION OF DIRECTORS

18. Directors, as such, shall not receive any stated salary for their services, but by resolution of the Board, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; provided, that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

19. Members of special or standing committees may be allowed like compensation for attending committee meetings.

MEETINGS OF THE BOARD

20. Regular meetings of the Board of Directors, until further notice, may be held without notice at 10:00 a.m. at Greenwood Village, Colorado or at such other places as the Board may from time to time determine.

21. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the Board of Directors or by the president or any vice president.

22. At all meetings of the Board, two (2) of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors except as may be otherwise specifically provided by statute or by the Articles of Incorporation or by these Bylaws. A resolution in writing, signed by all the members of the Board of Directors, or executive committee, as the case may be, to the effect therein expressed, with the same force and effect as if the same had been duly passed by the same vote at a duly convened meeting and the secretary shall record such resolution in the minute books under its proper date.

OFFICERS

23. The officers of the corporation shall be chosen by the directors and shall be a president, one or more vice presidents, a secretary and a treasurer.

24. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose a president, a vice president, a secretary and a treasurer, who need not be members of the Board.

25. The Board may appoint additional vice presidents, and assistant secretaries and assistant treasurers and such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

26. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

27. The officers of the corporation shall hold office for one year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the

office of any officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

THE PRESIDENT

28. The president shall be the chief executive officer of the corporation and shall have general supervision of the operations of the corporation. The president shall have authority to execute all contracts, bonds, mortgages and other instruments of the corporation and, where such instruments require a seal, shall execute under the seal of the corporation.

THE VICE PRESIDENT

29. In the absence or disability of the president, the vice president or the vice presidents in order of their rank fixed by the Board of Directors, in the event there shall be more than one vice president, or, if not ranked, the vice president designated by the Board of Directors, shall perform all the duties of the president, and when so acting, shall have all the power of and be subject to the restrictions upon the president. The vice presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the Bylaws.

THE SECRETARY

30. The secretary shall attend all sessions of the Board and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be. He shall keep in safe custody the seal of the corporation, and when authorized by the Board of Directors, affix the same to any instrument requiring a seal, and when so affixed, it shall be attested by his signature or by the signature of the treasurer or an assistant secretary.

THE TREASURER

31. (a) The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys, and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

(b) He shall disburse the funds of the corporation as may be ordered by the Board, taking proper vouchers of such disbursements, and shall render to the president and directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation.

(c) If required by the Board of Directors, he shall give the corporation a bond in such sum, and with such surety or sureties satisfactory to the Board, for the faithful performance of the duties of his office, and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

CERTIFICATES OF STOCK

32. Certificates of stock of the corporation shall be in such form not inconsistent with the Articles of Incorporation as shall be approved by the Board of Directors, shall be issued under the seal of the corporation and shall be numbered and shall be entered in the books of the corporation as they are issued. They shall exhibit the holder's name and the number of shares owned by him and shall be signed by the president or vice president and the secretary or an assistant secretary or the treasurer or an assistant treasurer. If the corporation has a transfer agent or transfer clerk and a registrar, acting on its behalf, the signature of any such officer may be facsimile. Such certificates shall set forth the designations, preferences, and rights such as cumulative, participating, or the like and the qualifications, limitations or restrictions of such rights. The stock certificate for preferred stock shall express on its face the time and place when and where preferred stock will be redeemed and dividends thereon paid, and the fact that the holders of preferred stock will not be entitled to vote at stockholders' meetings.

33. Transfers of stock shall be made on the books of the corporation only upon surrender of the certificate therefor endorsed by the person named in the certificate or by attorney lawfully constituted in writing.

CLOSING OF TRANSFER BOOKS

34. The directors may prescribe a period not exceeding forty days prior to any meeting of the stockholders or prior to the day appointed for the payment of dividends during which no transfer of stock on the books of the corporation may be made, or may fix a day not more than forty days prior to the holding of any such meeting or the date for the payment of any such dividend as the day as of which stockholders entitled to notice of and to vote at such meeting and entitled to receive

payment of such dividend shall be determined; and only stockholders of record on such day shall be entitled to notice or to vote at such meeting or to receive payment of such dividend.

REGISTERED STOCKHOLDERS

35. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Nevada.

LOST CERTIFICATE

36. The Board of Directors may direct a new certificate or certificates of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been destroyed or lost, upon the mailing of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed, and the Board of Directors, when authorizing such issue of a new certificate or certificates, may, in their discretion, and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct, as indemnity against any claim that may be made against the corporation.

INSPECTION OF BOOKS

37. The directors shall determine from time to time whether, or if allowed, when and under what conditions and regulations the accounts and books of the corporation (except such as may by statute be specifically open to inspection) or any of them shall be open to the inspection of the stockholders, and the stockholders' rights in this respect are and shall be restricted and limited accordingly.

CHECKS

38. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

FISCAL YEAR

39. The fiscal year shall begin the first day of October in each year.

DIVIDENDS

40. Dividends upon the capital stock of the corporation may be declared by the Board of Directors at any regular or special meeting, from the net earnings of the corporation or from the surplus of its assets over its liabilities.

Before payment of any dividend or making any distribution of profits, there may be set aside out of the surplus or net profits of the corporation such sum or sums as the directors from time to time, in their absolute discretion think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve in the manner in which it was created.

NOTICES

41. Whenever under the provisions of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, by depositing the same in the post office or letter box, in a postpaid sealed wrapper, addressed to such stockholder or director at such address as appears on the books of the corporation, or, in default of other address, to such director or stockholder at the general Post Office in the City of Carson City, Nevada, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Meetings of the stockholders may be held at any time without notice when all of the members are present.

42. Any stockholder or director may waive any notice required to be given under the Bylaws by a writing signed by him either before or after the meeting. Directors present at any meeting of the Board shall be deemed to have waived notice of the time, place and objects of such meeting.

AMENDMENTS

43. These Bylaws may be altered or amended by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereat at any regular meeting of the stockholders or

at any special meeting of the stockholders if notice of the proposed alteration or amendment be contained in the notice of such special meeting, or by the affirmative vote of a majority of the Board of Directors at any regular meeting of the Board or at any special meeting of the Board if notice of the proposed alteration or amendment be contained in the notice of such special meeting.

Exhibit 3.100

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "URS PROFESSIONAL SOLUTIONS LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRD DAY OF MARCH, A.D. 1999, AT 11:30 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WSMS LLC" TO "WESTINGHOUSE SAFETY MANAGEMENT SOLUTIONS LLC", FILED THE ELEVENTH DAY OF MARCH, A.D. 1999, AT 4:30 O`CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF MARCH, A.D. 1999, AT 4 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE SECOND DAY OF MAY, A.D. 2000, AT 9 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WESTINGHOUSE SAFETY MANAGEMENT SOLUTIONS LLC" TO "WASHINGTON SAFETY MANAGEMENT SOLUTIONS LLC", FILED THE TWENTY-FIRST DAY OF JANUARY, A.D. 2004, AT 5:08 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 2:48 O`CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "WASHINGTON SAFETY MANAGEMENT SOLUTIONS LLC" TO "URS SAFETY MANAGEMENT SOLUTIONS LLC", FILED THE SIXTH DAY OF MAY, A.D. 2010, AT 11:46 O`CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "URS SAFETY MANAGEMENT SOLUTIONS LLC" TO "URS PROFESSIONAL SOLUTIONS LLC", FILED THE TENTH DAY OF AUGUST, A.D. 2012, AT 4:44 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "URS PROFESSIONAL SOLUTIONS LLC".

3011729 8100H

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary Of State

SR# 20170903629

AUTHENTICATION: 202039003
DATE: 02-14-17

You may verify this certificate online

at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION

OF

WSMS LLC

This Certificate of Formation of WSMS LLC (the "Company") is being executed by the undersigned for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act,

1. The name of the limited liability company is: WSMS LLC

2. The address of the registered office of the Company in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The Company's registered agent at that address is The Corporation Trust Company.

3. The Company shall exist for a period of thirty (30) years from and after the date the Delaware Secretary of State issues a Certificate of Formation, unless dissolved earlier by law.

IN WITNESS WHEREOF, the undersigned, an authorized person of the Company, has caused this Certificate of Formation to be duly executed as of the 1st day of March, 1999.

/s/ Jonathan M. Robertson

Jonathan M. Robertson, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11: 30 AM 03/03/1999
991082150 - 3011729

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF FORMATION

OF

WSMS LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is WSMS LLC.

2. The Certificate of Formation of the limited liability company is hereby amended by striking out Article I thereof and by substituting in lieu of said Article 1 the following new Article 1:

"1. The name of the limited liability company is: Westinghouse Safety Management Solutions LLC."

IN WITNESS WHEREOF, the undersigned, an authorized person of the limited liability company, has caused this Certificate of Amendment of Certificate of Formation to be duly executed as of the 11 day of March, 1999.

/s/ Stephen G. Hanks

Stephen G. Hanks, Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 03/11/1999
991096571 - 3011729

CERTIFICATE OF MERGER

MERGING

Westinghouse Safety Management Solutions, Inc., a Delaware corporation

INTO

Westinghouse Safety Management Solution LLC, a Delaware limited liability company

The undersigned limited liability company organized and existing under and by virtue of the Delaware Limited Liability Company Act,

DOES HEREBY CERTIFY;

FIRST: That the name and state of formation of organization of each of the domestic limited liability companies or other business entities which are to merge (the "Constituent Entities") are as follows:

Name	**State of Formation or Organization**
Westinghouse Safety Management Solutions, Inc. (the "Corporation)	Delaware
Westinghouse Safety Management Solutions LLC (the "LLC")	Delaware

SECOND: That an Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the Constituent Entities in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act and Section 264(c) of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving limited liability company of the merger is "Westinghouse Safety Management Solutions LLC".

FOURTH: That the executed Agreement of Merger is on file at the principal place of business of the surviving domestic limited liability company, the address of which is 190 South Centennial Avenue SE, Aiken, South Carolina 29803.

FIFTH: That a copy of the Agreement of Merger will be furnished by the surviving domestic liability company, on request and without cost, to any stockholder or member of the Constituent Entities..

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:00 PM 03/22/1999
991110810 - 3011729

IN WITNESS WHEREOF, this Certificate of Merger is heresy executed as of the 22nd day of March, 1999.

WESTINGHOUSE SAFETY
MANAGEMENT SOLUTIONS LLC

/s/ Jonathan M. Robertson
Name: Jonathan M. Robertson
Title: Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/02/200
001226460 -3011729

Certificate of Amendment to Certificate of Formation

of

WESTINGHOUSE SAFETY MANAGEMENT SOLUTIONS LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is Westinghouse Safety Management Solutions LLC.

2. The certificate of formation of the limited liability company is hereby amended as follows

the registered agent for the above limited liability company is Corporation Service Company located at 1013 Centre Road, Wilmington, Delaware 19805.

Executed on 4/18/2000

/s/ Richard D. Parry
Richard D. Parry, Assistant Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:53 PM 01/21/2004
FILED 05:08 PM 01/21/2004
SRV 040044509 - 3011729 FILE

Certificate of Amendment to Certificate of Formation

Of

Westinghouse Safety Management Solutions LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the “limited liability company”) is Westinghouse Safety Management Solutions LLC.

2. The Certificate of Formation of the limited liability company is hereby amended by striking out Article 1 thereof and by substituting in lieu of said Article 1 the following new Article 1:

1. The name of the limited liability company is: Washington Safety Management Solutions LLC.

IN WITNESS WHEREOF, the undersigned, an authorized person of the limited liability company, has caused this Certificate of Amendment of Certificate of Formation to be duly executed as of the 21st day of January, 2004.

/s/ Craig G. Taylor
Craig G. Taylor, Authorized Person

State of Delaware

Certificate of Amendment

1. Name of Limited Liability Company: Washington Safety Management Solutions LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows: the address of its Registered Office in the state of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware, 19801. The name of its Registered Agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 19th day of December, 2008.

By: /s/ Jennifer Shanders
Name: Jennifer Shanders
Print or Type
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:26 PM 12/22/2008
FILED 02:48 PM 12/22/2008
SRV 081220058 - 3011729 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:59 AM 05/06/2010
FILED 11:46 AM 05/06/2010
SRV 100470091 - 3011729 FILE

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Washington Safety Management Solutions LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Paragraph 1 of the Certificate of Formation is amended to read: “The name of the limited company is URS Safety Management Solutions LLC”.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 4th day of May, A.D. 2010.

By: /s/ R.J. Hill
Authorized Person(s)
Name: R. J. Hill, Authorized Person
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:54 PM 08/10/2012
FILED 04:44 PM 08/10/2012
SRV 120926963 - 3011729 FILE

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: URS Safety Management Solutions LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company has been changed to URS Professional Solutions LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 6th day of August, A.D. 2012.

By: /s/ Jeanne Baughman
Authorized Person(s)
Name: Jeanne Baughman
Print or Type

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "URS PROFESSIONAL SOLUTIONS LLC", CHANGING ITS NAME FROM "URS PROFESSIONAL SOLUTIONS LLC" TO "AECOM N&E TECHNICAL SERVICES LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF MARCH, A.D. 2017, AT 1:24 O`CLOCK P.M. *DATE OF*

3011729 8100

SR# 20171548044

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary Of State
AUTHENTICATION: 202129921

DATE: 03-02-17

You may verify this certificate online

at corp.delaware.gov/authver.shtml

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
DELIVERED 01:24 PM 03/02/2017
FILED 01:24 PM 03/02/2017
SR 20171548044 - FILE NUMBER 3011729

STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: URS Professional Solutions LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

by striking out Article 1 thereof and substituting in lieu of said Article 1 the following new Article 1:

1. The name of the limited liability company is: AECOM N&E Technical Services LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 21st day of February A.D. 2017

By: /s/ Mark Esposito
Authorized Person(s)

Name: Mark Esposito, Secretary
Print or Type

Exhibit 5.1

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue
Los Angeles, CA 90071-3197
Tel 213.229.7000
www.gibsondunn.com

Client: 04631-00060

May 11, 2017

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: *AECOM, Registration Statement on Form S-4*

Ladies and Gentlemen:

We have acted as special counsel to AECOM, a Delaware corporation (the "Company"), and certain of its subsidiaries and affiliates listed on Annex A hereto (the "Guarantors") in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), and the offering by the Company pursuant thereto of $1,000,000,000 aggregate principal amount of the Company's 5.125% Senior Notes due 2027 (the "New Notes") in exchange for a like principal amount of the Company's outstanding 5.125% Senior Notes due 2027 (the "Old Notes").

The New Notes are to be issued pursuant to the Indenture, dated as of February 21, 2017 (the "Indenture"), among the Company, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), and are guaranteed pursuant to the terms of the Indenture (the "Guarantees").

In arriving at the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Indenture, the Old Notes and the Guarantees related thereto and the forms of the New Notes and the Guarantees related thereto, and such other documents, corporate records, certificates of officers of the Company and the Guarantors and of public officials and other instruments as we have deemed necessary or advisable to enable us to render these opinions. In our examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. To the extent that our opinions may be dependent upon such matters, we have assumed, without independent investigation, that: (i) each of the Guarantors organized in a state other than the States of California, Colorado, Delaware and New York (each, an "Assumed Guarantor") is validly existing under the laws of its jurisdiction of organization; (ii) each Assumed Guarantor has all requisite corporate or other entity power to execute, deliver and perform its obligations under the Indenture, including with respect to its Guarantee; (iii) that the execution and delivery of the Indenture by each Assumed Guarantor and the performance of its obligations thereunder, including with respect to its Guarantee, have been duly authorized by all necessary corporate or other action; and

(iv) that the Indenture has been duly executed and delivered by each Assumed Guarantor. As to any facts material to these opinions, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company, the Guarantors and others.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that:

1. When the New Notes are executed and authenticated in accordance with the provisions of the Indenture and issued and delivered in exchange for the Old Notes in the manner described in the Registration Statement, the New Notes will constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms.

2. When the New Notes and the Guarantees thereof are duly executed and authenticated in accordance with the provisions of the Indenture and delivered in exchange for the Old Notes and the Guarantees thereof in the manner described in the Registration Statement, the Guarantee of each Guarantor of the New Notes will constitute a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor in accordance with its terms.

The opinions expressed above are subject to the following additional exceptions, qualifications, limitations and assumptions:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than (i) the State of New York and the United States of America, (ii) for purposes of paragraph 2 above, the States of California and Colorado, and (iii) to the extent relevant for our opinions herein, the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the Delaware Revised Uniform Limited Partnership Act. We are not admitted to practice in the State of Delaware; however, we are generally familiar with the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the Delaware Revised Uniform Limited Partnership Act as currently in effect and have made such inquiries as we consider necessary to render the opinions contained in paragraphs 1 and 2 above. We have further assumed without independent investigation that the operating agreement or limited partnership agreement of each of the Guarantors that is a Delaware limited liability company or Delaware limited partnership constitutes a legal, valid and binding obligation of each party thereto, enforceable against it in accordance with its terms; to the extent our opinions in paragraph 2 above are dependent on the interpretation of such agreement, it is based on the plain meaning of the provisions thereof in light of the Delaware Limited Liability Company Act or Delaware Revised Uniform Limited Partnership Act. Without limitation, we do not express any opinion regarding any Delaware contract

law. This opinion is limited to the effect of the current state of the laws of the States of New York, California and Colorado, the United States of America and, to the limited extent set forth above, the laws of the State Delaware, and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. The opinions above are each subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors' generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law and (iii) the provisions of (a) Article XII of the Certificate of Incorporation of Tishman Construction Corporation, (b) Section 8 of the Certificate of Incorporation of URS Operating Services, Inc., (c) Section 7 of the Certificate of Incorporation of Rust Constructors Inc., and (d) Article XII of the Certificate of Incorporation of Tishman Construction Corporation of New York**.**

C. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws or of unknown future rights; (ii) any waiver (whether or not stated as such) under the Indenture, the Guarantees or the certificates evidencing the global Notes (collectively, the "Specified Note Documents") of, or any consent thereunder relating to, unknown future rights or the rights of any party thereto existing, or duties owing to it, as a matter of law; (iii) any waiver (whether or not stated as such) contained in the Specified Note Documents of rights of any party, or duties owing to it, that is broadly or vaguely stated or does not describe the right or duty purportedly waived with reasonable specificity; (iv) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws or due to the negligence or willful misconduct of the indemnified party; (v) any purported fraudulent transfer "savings" clause; (vi) any waiver of the right to jury trial or (vii) any provision to the effect that every right or remedy is cumulative and may be exercised in addition to any other right or remedy or that the election of some particular remedy does not preclude recourse to one or more others.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the prospectus contained therein. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ GIBSON, DUNN & CRUTCHER LLP

ANNEX A

Guarantors

Guarantor	State of Formation
AECOM C&E, INC.	Delaware
AECOM GLOBAL II, LLC	Delaware
AECOM GOVERNMENT SERVICES, INC.	Delaware
AECOM INTERNATIONAL DEVELOPMENT, INC.	Delaware
AECOM NATIONAL SECURITY PROGRAMS, INC.	Virginia
AECOM SERVICES, INC.	California
AECOM SPECIAL MISSIONS SERVICES, INC.	Pennsylvania
AECOM TECHNICAL SERVICES, INC.	California
AECOM N&E TECHNICAL SERVICES LLC	Delaware
AECOM USA, INC.	New York
AMAN ENVIRONMENTAL CONSTRUCTION, INC.	California
B.P. BARBER & ASSOCIATES, INC.	South Carolina
CLEVELAND WRECKING COMPANY	Delaware
E.C. DRIVER & ASSOCIATES, INC.	Florida
EDAW, INC.	Delaware
EG&G DEFENSE MATERIALS, INC.	Utah
FORERUNNER CORPORATION	Colorado
LEAR SIEGLER LOGISTICS INTERNATIONAL, INC.	Delaware
MCNEIL SECURITY, INC.	Virginia
MT HOLDING CORP.	Delaware
RUST CONSTRUCTORS INC.	Delaware
THE EARTH TECHNOLOGY CORPORATION (USA)	Delaware
TISHMAN CONSTRUCTION CORPORATION	Delaware
TISHMAN CONSTRUCTION CORPORATION OF NEW YORK	Delaware
URS ALASKA, LLC	Alaska
URS CONSTRUCTION SERVICES, INC.	Florida
URS CORPORATION	Nevada
AECOM GREAT LAKES, INC.	Michigan
URS CORPORATION-NEW YORK	New York
URS CORPORATION-NORTH CAROLINA	North Carolina
URS CORPORATION-OHIO	Ohio

URS CORPORATION SOUTHERN	California
AECOM E&C HOLDINGS, INC.	Delaware
AECOM ENERGY & CONSTRUCTION, INC.	Ohio
URS FEDERAL SERVICES, INC.	Delaware

URS FEDERAL SERVICES INTERNATIONAL, INC.	Delaware
URS FOX US LP	Delaware
URS FS COMMERCIAL OPERATIONS, INC.	Delaware
URS GLOBAL HOLDINGS, INC.	Nevada
URS GROUP, INC.	Delaware
URS HOLDINGS, INC.	Delaware
AECOM INTERNATIONAL, INC.	Delaware
AECOM INTERNATIONAL PROJECTS, INC.	Nevada
URS NUCLEAR LLC	Delaware
URS OPERATING SERVICES, INC.	Delaware
URS RESOURCES, LLC	Delaware
WASHINGTON DEMILITARIZATION COMPANY, LLC	Delaware
WASHINGTON GOVERNMENT ENVIRONMENTAL SERVICES COMPANY LLC	Delaware
WGI GLOBAL, INC.	Nevada

Holland & Knight LLP

May 11, 2017

AECOM
1999 Avenues of the Stars, Suite 2600
Los Angeles, CA 90067

Re: AECOM Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to URS Alaska, LLC ("URS Alaska"), an Alaska limited liability company and subsidiary of URS Corporation, a Nevada corporation, which in turn is a subsidiary of AECOM, a Delaware corporation ("AECOM"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Act"), related to the offering by AECOM of $1,000,000,000 in aggregate principal amount of the 5.125% Senior Notes due 2027 (collectively, the "Exchange Notes"), and the guarantees of the Exchange Notes by each of the guarantors included within the Indenture (as defined below) (the "Guarantees"), including the guarantee of URS Alaska (the "URS Alaska Guarantee"). The URS Alaska Guarantee is made pursuant to the indenture dated as of February 21, 2017, among AECOM, the subsidiary guarantors party thereto, and U.S. Bank National Association, as trustee (as amended, modified, and supplemented, the "Indenture"). The Exchange Notes and the Guarantees will be issued in exchange for AECOM's outstanding 5.125% Senior Notes due 2027 and the related guarantees, on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein.

As such counsel, we have reviewed such documents, matters of fact, and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates of officers of URS Alaska and of public officials of the State of Alaska as to factual matters without having independently verified such factual matters. We are opining

herein as to the internal laws of the State of Alaska only, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. URS Alaska is validly existing under the laws of the State of Alaska.

2. URS Alaska has all requisite limited liability company power to execute, deliver, and perform its obligations under the Indenture and the URS Alaska Guarantee.

3. The execution and delivery of each of the Indenture and the URS Alaska Guarantee and performance of its obligations thereunder have been duly authorized by all necessary limited liability company action and do not violate any law, regulation, order, judgment, or decree applicable to URS Alaska.

4. The Indenture and the URS Alaska Guarantee have been duly executed and delivered by URS Alaska.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP in rendering its opinion to you of even date herewith, and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. This letter speaks as of the date hereof; we disclaim any obligation to provide you with any subsequent opinion or advice by reason of any future changes or events that may affect any opinion rendered herein. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Sincerely yours,

/s/ HOLLAND & KNIGHT LLP

Holland & Knight LLP

Exhibit 5.3

May 11, 2017

AECOM
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4 (the "Registration Statement"); Exchange Offer for $1,000,000,000 in Aggregate Principal Amount of 5.125% Senior Notes Due 2027

Ladies and Gentlemen:

We have acted as counsel to E.C. Driver & Associates, a Florida corporation ("E.C. Driver") and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of $1,000,000,000 in aggregate principal amount of 5.125% Senior Notes Due 2027 (the "Exchange Notes") of Issuer, and the guarantees of the Exchange Notes by each of the guarantors (the "Guarantees"), including the guarantee of E.C. Driver (the "E.C. Driver Guarantee"), party to that certain indenture, dated as of February 21, 2017, among the Issuer and U.S. Bank National Association, as trustee (the "Indenture"). The Exchange Notes and the Guarantees will be issued in exchange for the Issuer's outstanding $1,000,000,000 in aggregate principal amount of 5.125% Senior Notes Due 2027 and the related guarantees, on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Act"), and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Notes and Guarantees.

Further, in connection with rendering the opinions set forth in this opinion letter, we have reviewed originals or copies of the following authorization documents:

(i) the Articles of Incorporation of E.C. Driver certified by the Secretary of State of Florida (the "Guarantor Certificate");

(ii) the Bylaws of E.C. Driver (the "Guarantor Bylaws," together with the Guarantor Certificate, the "Guarantor Organizational Documents");

(iii) a Certificate of Status of E.C. Driver, dated May 5, 2017, issued by the Florida Secretary of State (the "Certificate of Status"); and

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(iv) a certificate to counsel from E.C. Driver, dated May 11, 2017 (the "Certificate to Counsel").

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of E.C. Driver and others as to factual matters without having independently verified such factual matters. Our opinion expressed in numbered paragraph 1 is based exclusively on the Certificate of Status. We are opining herein as to the internal laws of the State of Florida, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. Based solely on the Certificate of Status, E.C. Driver is a corporation validly existing and its status is "active" under the laws of the State of Florida.

2. E.C. Driver has all requisite corporate power to execute, deliver and perform its obligations under the Indenture and the E.C. Driver Guarantee.

3. The execution and delivery of each of the Indenture and the E.C. Driver Guarantee by the Guarantor and the performance of its obligations thereunder have been duly authorized by all necessary corporate action and do not violate any law or regulation, or, to our knowledge, any order, judgment or decree applicable to E.C. Driver.

4. The Indenture and the E.C. Driver Guarantee have been duly executed and delivered by the Guarantor.

The following Florida laws, rules and regulations are expressly excluded from the scope of this opinion letter: (a) securities laws, rules and regulations; (b) laws, rules and regulations regulating banks and other financial institutions, insurance companies and investment companies; (c) pension and employee benefit laws, rules and regulations; (d) labor laws, rules and regulations; (f) antitrust and unfair competition laws, rules and regulations; (g) laws, rules and regulations concerning compliance with fiduciary requirements; (h) laws, rules and regulations concerning the creation, attachment, perfection or priority of any lien or security interest; (i) laws, rules and regulations relating to taxation; (j) bankruptcy, fraudulent conveyance, fraudulent transfer and other insolvency laws; (k) environmental laws, rules and regulations; (l) laws, rules and regulations relating to patents, copyrights, trademarks, trade secrets and other intellectual property; (m) local laws, administrative decisions, ordinances, rules or regulations, including any zoning, planning, building, occupancy or other similar approval or permit or any other ordinance or regulation of any county, municipality, township or other political subdivision of the State of Florida; (n) criminal and state forfeiture laws and any racketeering laws, rules and regulations; (o) other statutes of general application to the extent that they provide for criminal prosecution; (p) laws relating to terrorism or money laundering; (q) laws, regulations and policies concerning national and local emergency and possible judicial

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deference to acts of sovereign states; (r) filing or consent requirements under any of the foregoing excluded laws; (s) the law, rule or regulation of the State of Florida dealing with assignment of claims and (t) judicial and administrative decisions to the extent they deal with any of the foregoing excluded laws.

The opinions expressed herein are subject to the following assumptions, qualifications, limitations and exceptions:

(a) We have relied upon the representations of E.C. Driver in the Certificate to Counsel, the Indenture and E.C. Driver Guarantee and the certificates delivered pursuant thereto with regard to those matters of fact that are expressly represented by each of them in such documents, and we have not undertaken any independent investigation to determine the existence or absence of those or any other facts, and no inference as to our knowledge of the existence or absence of those or any other facts should be drawn from our representation of E.C. Driver.

(b) We have assumed the genuineness of all signatures, the execution by all parties to the Indenture and E.C. Driver Guarantee, the authenticity of all documents submitted to us as originals, the conformity with originals of all documents submitted to us as copies, and the accuracy and completeness of all documents submitted to us.

(c) Also, we have assumed that each of the entities (other than E.C. Driver, to the extent of the matters set forth in paragraph 4 above) that is a party to any of the Indenture and E.C. Driver Guarantee had the legal right, capacity and power to enter into, enforce and perform all of its obligations thereunder. Furthermore, we have assumed the due authorization by each of those entities (other than E.C. Driver, to the extent set forth in paragraph 4 above) of all requisite legal action, the due execution and delivery of the Indenture and E.C. Driver Guarantee by each of those entities (other than E.C. Driver), the existence of legally recognized consideration for the obligations of those parties to the Indenture and E.C. Driver Guarantee, and that the Indenture and E.C. Driver Guarantee are valid and binding upon those persons or entities (other than E.C. Driver) and are enforceable against those persons or entities (other than E.C. Driver) in accordance with their terms.

(d) Whenever a statement herein is qualified by the phrase “to our knowledge,” “known to us” or similar phrases, it is intended to indicate that, during the course or our representation of E.C. Driver, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys presently in this firm who have rendered legal services in connection with the representation described in the introductory paragraph of this opinion letter. However, we have not undertaken any independent investigation or review to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation or review. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of E.C. Driver.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP, in its rendering of its opinion to you dated May 11, 2017, and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and

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to the reference to our firm contained in the Prospectus under the heading “Legal Matters.” In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Cozen O’Connor

Exhibit 5.4

May 11, 2017

AECOM
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4 (the "Registration Statement"); Exchange Offer for $1,000,000,000 in Aggregate Principal Amount of 5.125% Senior Notes Due 2027

Ladies and Gentlemen:

We have acted as counsel to URS Construction Services, Inc., a Florida corporation ("URS Construction") and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of $1,000,000,000 in aggregate principal amount of 5.125% Senior Notes Due 2027 (the "Exchange Notes") of Issuer, and the guarantees of the Exchange Notes by each of the guarantors (the "Guarantees"), including the guarantee of URS Construction (the "URS Construction Guarantee"), party to that certain indenture, dated as of February 21, 2017, among the Issuer and U.S. Bank National Association, as trustee (the "Indenture"). The Exchange Notes and the Guarantees will be issued in exchange for the Issuer's outstanding $1,000,000,000 in aggregate principal amount of 5.125% Senior Notes Due 2027 and the related guarantees, on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Act"), and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Notes and Guarantees.

Further, in connection with rendering the opinions set forth in this opinion letter, we have reviewed originals or copies of the following authorization documents:

(i) the Articles of Incorporation of URS Construction certified by the Secretary of State of Florida (the "Guarantor Certificate");

(ii) the Bylaws of URS Construction (the "Guarantor Bylaws," together with the Guarantor Certificate, the "Guarantor Organizational Documents");

(iii) a Certificate of Status of URS Construction, dated May 5, 2017, issued by the Florida Secretary of State (the "Certificate of Status"); and

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(iv) a certificate to counsel from URS Construction, dated May 11, 2017 (the "Certificate to Counsel").

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of URS Construction and others as to factual matters without having independently verified such factual matters. Our opinion expressed in numbered paragraph 1 is based exclusively on the Certificate of Status. We are opining herein as to the internal laws of the State of Florida, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. Based solely on the Certificate of Status, URS Construction is a corporation validly existing and its status is "active" under the laws of the State of Florida.

2. URS Construction has all requisite corporate power to execute, deliver and perform its obligations under the Indenture and the URS Construction Guarantee.

3. The execution and delivery of each of the Indenture and the URS Construction Guarantee by the Guarantor and the performance of its obligations thereunder have been duly authorized by all necessary corporate action and do not violate any law or regulation, or, to our knowledge, any order, judgment or decree applicable to URS Construction.

4. The Indenture and the URS Construction Guarantee have been duly executed and delivered by the Guarantor.

The following Florida laws, rules and regulations are expressly excluded from the scope of this opinion letter: (a) securities laws, rules and regulations; (b) laws, rules and regulations regulating banks and other financial institutions, insurance companies and investment companies; (c) pension and employee benefit laws, rules and regulations; (d) labor laws, rules and regulations; (f) antitrust and unfair competition laws, rules and regulations; (g) laws, rules and regulations concerning compliance with fiduciary requirements; (h) laws, rules and regulations concerning the creation, attachment, perfection or priority of any lien or security interest; (i) laws, rules and regulations relating to taxation; (j) bankruptcy, fraudulent conveyance, fraudulent transfer and other insolvency laws; (k) environmental laws, rules and regulations; (l) laws, rules and regulations relating to patents, copyrights, trademarks, trade secrets and other intellectual property; (m) local laws, administrative decisions, ordinances, rules or regulations, including any zoning, planning, building, occupancy or other similar approval or permit or any other ordinance or regulation of any county, municipality, township or other political subdivision of the State of Florida; (n) criminal and state forfeiture laws and any racketeering laws, rules and regulations; (o) other statutes of general application to the extent that they provide for criminal prosecution; (p) laws relating to terrorism or money laundering; (q) laws, regulations and policies concerning national and local emergency and possible judicial

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deference to acts of sovereign states; (r) filing or consent requirements under any of the foregoing excluded laws; (s) the law, rule or regulation of the State of Florida dealing with assignment of claims and (t) judicial and administrative decisions to the extent they deal with any of the foregoing excluded laws.

The opinions expressed herein are subject to the following assumptions, qualifications, limitations and exceptions:

(a) We have relied upon the representations of URS Construction in the Certificate to Counsel, the Indenture and URS Construction Guarantee and the certificates delivered pursuant thereto with regard to those matters of fact that are expressly represented by each of them in such documents, and we have not undertaken any independent investigation to determine the existence or absence of those or any other facts, and no inference as to our knowledge of the existence or absence of those or any other facts should be drawn from our representation of URS Construction.

(b) We have assumed the genuineness of all signatures, the execution by all parties to the Indenture and URS Construction Guarantee, the authenticity of all documents submitted to us as originals, the conformity with originals of all documents submitted to us as copies, and the accuracy and completeness of all documents submitted to us.

(c) Also, we have assumed that each of the entities (other than URS Construction, to the extent of the matters set forth in paragraph 4 above) that is a party to any of the Indenture and URS Construction Guarantee had the legal right, capacity and power to enter into, enforce and perform all of its obligations thereunder. Furthermore, we have assumed the due authorization by each of those entities (other than URS Construction, to the extent set forth in paragraph 4 above) of all requisite legal action, the due execution and delivery of the Indenture and URS Construction Guarantee by each of those entities (other than URS Construction), the existence of legally recognized consideration for the obligations of those parties to the Indenture and URS Construction Guarantee, and that the Indenture and URS Construction Guarantee are valid and binding upon those persons or entities (other than URS Construction) and are enforceable against those persons or entities (other than URS Construction) in accordance with their terms.

(d) Whenever a statement herein is qualified by the phrase “to our knowledge,” “known to us” or similar phrases, it is intended to indicate that, during the course or our representation of URS Construction, no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of those attorneys presently in this firm who have rendered legal services in connection with the representation described in the introductory paragraph of this opinion letter. However, we have not undertaken any independent investigation or review to determine the accuracy of any such statement, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such an investigation or review. No inference as to our knowledge of any matters bearing on the accuracy of any such statement should be drawn from the fact of our representation of URS Construction.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP, in its rendering of its opinion to you dated May 11, 2017, and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and

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to the reference to our firm contained in the Prospectus under the heading “Legal Matters.” In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ Cozen O’Connor

Exhibit 5.5

500 WOODWARD AVENUE, SUITE 4000
DETROIT, MI 48226-3425
TELEPHONE: (313) 223-3500
FACSIMILE: (313) 223-3598
http://www.dickinsonwright.com

May 11, 2017

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4; Exchange Offer for $1,000,000,000 in Aggregate Principal Amount of 5.125% Senior Notes Due 2027

Ladies and Gentlemen:

We have acted as Michigan counsel to AECOM Great Lakes, Inc., a Michigan corporation ("MI Guarantor") and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of up to $1,000,000,000 in aggregate principal amount of the 5.125% Senior Notes due 2027 (collectively, the "Exchange Notes") of Issuer, and the guarantees of the Exchange Notes by each of the guarantors (the "Guarantees"), including the guarantee of MI Guarantor (the "MI Guarantor Guarantee") set forth in, under and pursuant to an indenture dated as of February 21, 2017 (the "Indenture"), among the Issuer, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee") and a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "Act"), filed with the Securities and Exchange Commission on the date hereof (the "Registration Statement"). The Exchange Notes and the Guarantees will be issued in exchange for the Issuer's outstanding 5.125% Senior Notes due 2027 (unregistered) and the related guarantees, on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus or the underlying transactions described therein, other than as expressly stated herein with respect to the issuance of the MI Guarantor Guarantee.

In our capacity as such Michigan counsel, we have reviewed copies of the following documents and relied on the following information:

(i) the articles of incorporation of MI Guarantor, as certified on February 15, 2017 by the Corporations, Securities & Commercial Licensing Bureau of the Michigan Department of Licensing and Regulatory Affairs (the "Bureau");

(ii) a Certificate of Good Standing of MI Guarantor certified on May 5, 2017 by the Bureau;

(iii) a copy of the amended and restated bylaws of MI Guarantor and of a resolution adopted by MI Guarantor's board of directors on February 14, 2017 approving the

transactions contemplated by the MI Guarantor Guarantee, all certified as of the date hereof by the Secretary of MI Guarantor; and

(iv) an Officer's certificate dated as of the date of this opinion delivered to this Firm in connection with this opinion and covering the factual matters stated therein (the "Officer's Certificate").

We have also examined such other records, documents, certificates and instruments, and have made such investigations as in our judgment are necessary to enable us to render the opinions expressed below.

For purposes of this opinion, we have, with your permission, assumed, without investigation, verification or inquiry, the following:

(a) the legal capacity of all natural persons; the genuineness of all signatures; the authenticity and completeness of all documents submitted to us as originals; the conformity to original documents of all documents submitted to us as copies; the authenticity and completeness of the originals of such copies; and the absence of any understandings, waivers, or amendments which would vary the terms of any of the documents which we have examined or which would have an effect on the opinions rendered herein;

(b) all parties to the Exchange Notes and the Indenture (the "Documents") are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of incorporation or formation, except to the extent we express an opinion in Paragraph 1 below regarding the valid existence and good standing of MI Guarantor;

(c) execution and delivery of, and performance of its obligations under, each of the Documents in the forms which we have reviewed are within the powers of, and have been duly authorized by, each of the parties thereto, except to the extent we express an opinion in Paragraph 2 below regarding the corporate authority of MI Guarantor;

(d) each of the parties to each of the Documents has complied or will comply with all laws, regulations, and orders applicable to it in connection with the consummation of the transactions contemplated thereby;

(e) each of the Documents is a legal, valid and binding obligation of, and is enforceable in accordance with its respective terms against, each of the parties thereto; and

(f) the execution, delivery and performance of the Documents by all parties thereto will be free of intentional or unintentional mistake, fraud, undue influence, duress, or criminal activity.

We have not been provided, nor have we reviewed, the minute books of MI Guarantor.

As to questions of fact relevant to this opinion, we have relied upon certificates and/or representations and warranties of officers and representatives of MI Guarantor or of public officials, including, without limitation, the representations and warranties of MI Guarantor contained in the Officer's Certificate and the Documents. We have assumed the truth and accuracy of the representations and warranties of MI Guarantor in the Officer's Certificate and the Documents. We have not undertaken any independent investigation or verification as to such matters, and we have assumed without investigation that there has been no relevant change or development with respect to such information since the date of such certificates, representations and warranties.

Based upon the foregoing and subject to the qualifications stated herein, it is our opinion that:

1. MI Guarantor is a corporation validly incorporated and in good standing under the laws of the State of Michigan.

2. The issuance of the MI Guarantor Guarantee has been duly authorized by all necessary corporate action of MI Guarantor.

3. The MI Guarantor has duly executed and delivered the Indenture.

The opinions herein expressed are subject to the following limitations and qualifications:

(a) No opinion is expressed as to the effect, if any, of the provisions of Section 548 of the U.S. Bankruptcy Code and the Michigan Uniform Voidable Transactions Act (MCL 566.31, et seq.) or any other Federal or State laws pertaining to fraudulent conveyances or transfers or dividends or distributions by corporations, limited liability companies or other entities, upon the validity, binding character and enforceability of any of the Documents.

(b) In connection with our opinions expressed in paragraph 1, we have exclusively relied upon the certificates of the Bureau mentioned above.

This opinion is limited in all respects to matters arising under the law of the State of Michigan. This opinion is predicated solely upon laws and regulations in existence as of the current date, as they currently apply, and to the facts as they currently exist. We assume no obligation to revise or supplement this opinion should such matters change by legislative action, judicial decision or otherwise.

This opinion is limited to the matters set forth herein and no opinion is intended to be implied or may be inferred beyond those expressly stated herein.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you, by Gibson, Dunn & Crutcher LLP in rendering its opinion to you in connection with the Registration Statement, and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Commission thereunder.

Very truly yours,

/s/ Dickinson Wright PLLC

BMD:ECH

Exhibit 5.6

May 11, 2017

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: ***Registration Statement on Form S-4 of AECOM, a Delaware corporation, and the additional registrants listed thereon***

Ladies and Gentlemen:

We have acted as special Utah and Nevada counsel to AECOM, a Delaware corporation (the "**Company**"), and at the request of the Company, special Utah and Nevada counsel for the Specified Guarantors (as defined below), in connection with the Registration Statement on Form S-4 (the "**Registration Statement**"), filed with the United States Securities and Exchange Commission ("**SEC**") pursuant to the Securities Act of 1933, as amended (the "**Securities Act**"), on the date hereof by the Company and the other subsidiaries of AECOM listed in the Registration Statement (collectively with the Opinion Parties, the "**Subsidiary Guarantors**"), to register (i) $1,000,000,000 in aggregate principal amount of AECOM's 5.125% Senior Notes due 2027 (the "**New 2027 Notes**") and (ii) the guarantees of AECOM's obligations under the New 2027 Notes by the Subsidiary Guarantors (the "**Exchange Guarantees**"). We have acted as special Utah and Nevada counsel at the request of the Company with respect to the following subsidiaries of the Company: EG&G Defense Materials, Inc., a Utah corporation (the "**Utah Guarantor**"), URS Corporation, a Nevada corporation ("**URS Nevada**"), URS Global Holdings, Inc., a Nevada corporation ("**URS Global**"), AECOM International Projects, Inc. (formerly known as URS International Projects, Inc.), a Nevada corporation ("**AECOM International**"), and WGI Global Inc., a Nevada corporation ("**WGI**", and, together with URS Nevada, URS Global, and AECOM International, the "**Nevada Guarantors**", and, the Nevada Guarantors, together with the Utah Guarantor, the "**Specified Guarantors**"). The New 2027 Notes and the Exchange Guarantees are to be issued in exchange (the "**Exchange Offer**") for equal aggregate principal amounts of the Company's unregistered 5.125% Senior Notes due 2027 (the "**Original Notes**") and the guarantees of the Company's obligations under the Original Notes by the Subsidiary Guarantors, issued on February 21, 2017, in reliance on exemptions from registration under the Securities Act for offers and sales of securities not involving public offerings. The New 2027 Notes and the Exchange Guarantees will be issued pursuant to the terms of that certain Indenture dated as of February 21, 2017 (the "**Indenture**"; capitalized terms used and not defined herein have the meaning set forth in the Indenture), by and among the Company, the Subsidiary Guarantors

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party thereto and U.S. Bank National Association, as trustee. The terms of the Exchange Offer are described in the Registration Statement.

In connection with rendering this opinion, we have made such legal and factual examinations and inquiries and obtained such advice, assurances and certificates as we have deemed necessary or advisable under the circumstances in order to render this opinion including, but not limited to, an examination of originals or copies of the following:

1. the Registration Statement;

2. the Indenture;

3. the General Certificate dated as of on or about the date hereof executed by an authorized officer of each Specified Guarantor (the "**General Certificate**"), certifying as to the Articles of Incorporation, Bylaws, and Resolutions of the Board of Directors of each Specified Guarantor attached thereto; and

4. the Certificate of Existence of the Utah Guarantor, as certified by the Utah Department of Commerce Division of Corporations and Commercial Code (the "**Division**") as of a recent date and the Certificates of Good Standing of the Nevada Guarantors as certified by the Nevada Secretary of State as of a recent date (collectively, the "**Good Standing Certificates**").

We note that on the date hereof you received the opinion of Gibson Dunn & Crutcher LLP, special counsel to the Company, relating to certain other matters with respect to the transactions described herein. We have reviewed such documents and certificates, including those listed above, and have made such examination of law, as we have deemed appropriate to give the opinions set forth below. With your consent, we have relied, without independent verification, on certificates of public officials, representations in the Indenture, Exchange Guarantees (as set forth in the Indenture), and New Notes (as set forth as an Exhibit to the Indenture) (collectively, the "**Transaction Documents**"), certificates of officers of the Specified Guarantors, including the General Certificate, and certificates of representatives of CT Corporation.

In rendering the opinions expressed below, we have, with your consent, assumed and relied upon the following without independent verification:

(a) the genuineness of all signatures, the legal capacity of natural persons, the authenticity of documents submitted to us as originals, and the conformity to the originals of all documents submitted to us as certified, conformed or electronic copies;

(b) the accuracy and completeness of all certificates and other statements, consents, and resolutions, documents and records, reviewed by us and the accuracy and completeness of all applicable representations, warranties, schedules, and exhibits contained in the Transaction Documents, in each case with respect to the factual matters set forth therein;

(c) that all parties to the documents reviewed by us (other than the Specified Guarantors) are duly organized, validly existing and in good standing under the laws of all jurisdictions where they are conducting their businesses or otherwise required to be so qualified, and have full power and authority to execute, deliver and perform their duties under such documents and all such documents have been duly authorized, executed and delivered by such parties and do not conflict with, result in a breach of, or constitute a default under, any of their charter documents or the law of the jurisdiction of their formation; and

(d) each Transaction Document constitutes the legal, valid and binding obligation of each party thereto enforceable against such party in accordance with its terms.

Except as expressly set forth herein, we have not undertaken any independent investigation, examination or inquiry to determine the existence or absence of any facts (and have not caused the review of any court files or indices) and no inference as to our knowledge concerning any facts should be drawn as a result of the limited representation undertaken by us.

Our opinions set forth in numbered paragraphs 1 and 2 are based solely on certificates of the Division and the Nevada Secretary of State, a review of the Specified Guarantors' charter documents, and an officer certificate confirming that the Specified Guarantors have taken no action with respect to dissolution.

The opinions expressed below are limited to the Utah Revised Business Corporation Act (the "**Utah Act**"), the Nevada Corporate Code set forth at Chapter 78 of the Nevada Revised Statutes (the "**Nevada Act**") and the internal laws of the State of Utah and of the State of Nevada that are, in our experience, normally applicable to general business entities not engaged in regulated business activities and to transactions of the type contemplated in the Transaction Documents. We have not made an independent review of federal law or the laws of any state other than the States of Utah and Nevada. Accordingly, we express no opinion as to federal law or as to the matters governed by the laws of any other state or jurisdiction.

On the basis of such examination, and our reliance upon the assumptions and qualifications contained herein and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The Utah Guarantor is duly organized, validly existing and in good standing under the laws of the State of Utah, had the corporate power to execute and deliver the Indenture as of the date thereof, and has the requisite corporate power to perform its obligations thereunder.

2. Each Nevada Guarantor is duly organized, validly existing and in good standing under the laws of the State of Nevada, had the corporate power to execute and deliver the Indenture as of the date thereof, and has the requisite corporate power to perform its obligations thereunder.

3. The execution and delivery of the Indenture, and the performance by each Specified Guarantor of its obligations under the Indenture, was duly authorized by all requisite corporate action on the part of such Specified Guarantor, and the Indenture was duly executed and delivered on behalf of each such Specified Guarantor.

4. The execution and delivery by the Utah Guarantor of the Indenture, did not, and the performance of its obligations thereunder will not, (a) violate (i) the Utah Act or any Utah statute, rule or regulation applicable to the Utah Guarantor that, in our experience, would be applicable to the Utah Guarantor or (ii) the Articles of Incorporation or Bylaws of the Utah Guarantor or (b) require any consent, approval or authorization of, or filing with, any governmental authority of the State of Utah by or on behalf of the Utah Guarantor.

5. The execution and delivery by the each Nevada Guarantor of the Indenture did not, and the performance by such Nevada Guarantor of its obligations thereunder will not, (a) violate (i) the Nevada Act or any Nevada statute, rule or regulation applicable to such Nevada Guarantor that, in our experience, would be applicable to such Nevada Guarantor or (ii) the Articles of Incorporation or Bylaws of such Nevada Guarantor or (b) require any consent, approval or authorization of, or filing with, any governmental authority of the State of Nevada by or on behalf of such Nevada Guarantor.

In addition to other assumptions and qualifications set forth herein, the opinions set forth above are, with your consent, subject to the following qualifications and assumptions:

(a) We express no opinion with respect to the enforceability of the Transaction Documents. Without limiting the foregoing, we express no opinion with respect to any lack of enforceability of or authorization of the Transaction Documents due to, and express no opinion with respect to, any lack of, or deemed deficiency of, sufficient consideration received by any Specified Guarantor, and we have assumed that the transactions contemplated by the Transaction Documents are directly or indirectly related to the business interests of the Specified Guarantors, that such transactions were fair and reasonable to the Specified Guarantors at the time each such transaction was authorized, that such transactions were necessary or convenient to the conduct, promotion, or attainment of the business of the Specified Guarantors, that the Specified Guarantors received reasonably equivalent value in respect of such transactions, and that such transactions or the use of proceeds thereof will not render any of the Specified Guarantors insolvent.

(b) Without limiting the foregoing, our opinions set forth above are subject to bankruptcy, insolvency, fraudulent transfer or conveyance, reorganization, moratorium and other similar laws of general application affecting the rights and remedies of creditors and to general principles of equity (including, without limitation, concepts of materiality, reasonableness, good faith, fair dealing and unconscionability), regardless of whether considered in a proceeding in equity or law.

(c) We express no opinion concerning (i) securities laws or regulations, including blue-sky laws or the form, sufficiency or accuracy of the Registration Statement or any prospectus related thereto, (ii) antitrust, unfair competition or trade practice laws or

regulations, (iii) pension and employee benefit laws and regulations, (iv) compliance with fiduciary requirements, (v) environmental laws and regulations, (vi) land use or subdivision laws or regulations, (vii) tax law or regulation, (viii) laws and regulations concerning filing requirements, other than requirements applicable to charter documents, (ix) fraudulent transfer or fraudulent conveyance laws, (x) United States Federal Reserve Board margin regulations, (xi) patent, copyright, trademark, and other Federal and state intellectual property laws and regulations, (xii) racketeering laws and regulations (*e.g.*, RICO), (xiii) health and safety laws and regulations (*e.g.*, OSHA), (xiv) labor laws and regulations, (xv) laws, regulations and policies concerning (A) national and local emergency, (B) possible judicial deference to acts of sovereign states, and (C) criminal and civil forfeiture laws, (xvi) bulk transfer laws, (xvii) law concerning access by the disabled and building codes, (xviii) title to any property, the characterization of any property as real property, personal property or fixtures, or the accuracy or sufficiency of any description of any collateral or other property, (xix) the existence of, or any rank or priority of, any lien or security interest, or (xx) laws or regulations to which holders of the New 2027 Notes may be subject as a result of their legal or regulatory status, their sale or transfer of any Notes or other obligations or interests under the Transaction Documents.

(d) We express no opinion as to any party to any of the Transaction Documents, other than the Specified Guarantors.

(e) For purposes of the opinions expressed in opinion paragraphs 4 and 5 we have assumed that the Specified Guarantors will not take any discretionary action (including a decision not to act) that would violate any Utah, Nevada or federal statute, rule or regulation, or require an order, consent, permit or approval to be obtained from a Utah, Nevada or federal governmental authority and express no opinion with respect to any litigation, investigation or regulatory action to which any Specified Guarantor may be a party, including any action in which any Specified Guarantor is a garnishee defendant or with respect to any tax lien. In addition, we do not express any opinion with respect to orders, consents, permits or approvals that may be necessary in connection with the business or operations of any Specified Guarantor.

(f) We express no opinion regarding the perfection of any lien or security interest in any property. We further advise you that a holder's rights and remedies under the Transaction Documents may be limited or affected by the following provisions of Nevada law: (i) the provisions of NRS 104.9608 and 104.9615-9616 pertaining to surplus or deficiency; (ii) the provisions of NRS 104.9620 pertaining to acceptance of collateral in satisfaction of debt; and (iii) the provisions of NRS 104.9607 and 104.9610 pertaining to enforcement upon default. Further, any provisions of the Transaction Documents requiring any Specified Guarantor or any other party to pay a counterparty's attorneys' fees and costs in any action to enforce the provisions thereof may not be enforceable by the counterparty if the counterparty is not the prevailing party in such action.

Our opinions set forth above are limited to the matters expressly set forth in this opinion letter, and no opinion may be implied or inferred beyond the matters expressly stated. This opinion letter speaks only as to the law and facts in effect or existing as of the

date hereof, and we undertake no obligation or responsibility to update or supplement our opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law which may hereafter occur. This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP, in its rendering of its opinion to you on or about the date hereof in connection with the Registration Statement.

Sincerely,

/s/ Parsons Behle & Latimer
Parsons Behle & Latimer

Exhibit 5.7

[LETTERHEAD OF

SMITH MOORE LEATHERWOOD LLP]

300 N. Greene Street
Suite 1400
Greensboro, NC 27401

May 11, 2017

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4 of AECOM and the additional registrants listed thereon, filed May 11, 2017; Exchange Offer for $1,000,000.000 in Aggregate Principal Amount of 5.125% Senior Notes Due 2027 of AECOM

Ladies and Gentlemen:

We have acted as special local counsel to URS Corporation — North Carolina, a North Carolina professional corporation ("URS-NC") and subsidiary of AECOM, a Delaware corporation (the "Parent"), in connection with (i) the issuance of $1,000,000,000 aggregate principal amount of the 5.125% Senior Notes due 2027 (the "Exchange Notes") of Parent and the guarantees of the Exchange Notes by each of the guarantors (the "Subsidiary Guarantors") named in the Indenture (as such term is defined below), including the guarantee of URS-NC (the "NC Guarantee"), URS-NC being a party to that certain indenture, dated as of February 21, 2017, among the Parent, U.S. Bank National Association, as Trustee (the "Trustee"), and certain Subsidiary Guarantors (the "Indenture"), and (ii) a Registration Statement on Form S-4 under the Securities Act of 1933, as amended (the "Act"), filed with the Securities and Exchange Commission on May 11, 2017 (the "Registration Statement"). The Exchange Notes will be issued in exchange for the Parent's outstanding 5.125% Senior Notes due 2027 on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Notes and the NC Guarantee.

In rendering the opinions set forth herein, we have examined the Indenture. We have also reviewed such documents and considered such matters of law and fact as we, in our professional judgment, have deemed appropriate to render the opinions contained herein.

With your consent, we have relied upon certificates of public officials, and certificates and other assurances of officers of the Parent, URS-NC, and others as to factual matters without having independently verified such factual matters. We have assumed the correctness of the factual matters contained in such reliance sources. In rendering our opinion that URS-NC "is a professional corporation" and "in existence," we have relied solely upon Articles of

Incorporation of URS-NC as certified by the North Carolina Secretary of State on February 14, 2017 and a Certificate of Existence regarding URS-NC of the North Carolina Secretary of State dated May 5, 2017.

We are opining herein as to the internal laws of the State of North Carolina, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state. We note that our firm is separately rendering an opinion of even date with respect to B.P. Barber & Associates, Inc., a South Carolina corporation, as to related matters described therein. In rendering this opinion with respect to URS-NC, except for the specific opinions covered by this opinion, we have relied upon the opinion issued on May 11, 2017 by Gibson, Dunn & Crutcher LLP to you as of such date.

When an opinion expressed herein is stated to be "to our knowledge," we mean that we do not have knowledge of, and have not made an independent investigation to establish, the existence of the facts forming the basis for the opinion thus expressed.

As special local counsel to URS-NC, we have represented URS-NC solely in connection with the issuance of this opinion. No inference should be drawn as to our knowledge beyond the scope of the specific matters as to which we have been engaged as special local counsel to URS-NC.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. URS-NC is a professional corporation in existence under the laws of the State of North Carolina.

2. URS-NC has the corporate power to execute, deliver and perform its obligations under the Indenture (including the provisions contained therein providing for the NC Guarantee).

3. The execution and delivery of the Indenture by URS-NC and the performance of its obligations thereunder have been authorized by all necessary corporate action and do not violate any applicable provisions of statutory laws or regulations, or to our knowledge, any order, judgment or decree applicable to URS-NC.

4. The Indenture has been executed and delivered by URS-NC.

This opinion letter is strictly limited to the matters stated herein, and no other or more extensive opinion is intended, implied or to be inferred beyond the matters expressly stated herein. This opinion letter is given as of the date hereof. We assume no obligation to update or supplement this opinion letter to

reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP, in its rendering of its opinion to you dated May 11, 2017, and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ SMITH MOORE LEATHERWOOD LLP

Exhibit 5.8

Suite 1100
2 West Washington Street
Greenville, SC 29601

May 11, 2017

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4 of AECOM and the additional registrants listed thereon, filed May 11, 2017; Exchange Offer for $1,000,000.000 in Aggregate Principal Amount of 5.125% Senior Notes Due 2027 of AECOM

Ladies and Gentlemen:

We have acted as special local counsel to B.P. Barber & Associates, Inc., a South Carolina corporation ("B.P. Barber") and subsidiary of AECOM, a Delaware corporation (the "Parent"), in connection with (i) the issuance of $1,000,000,000 aggregate principal amount of the 5.125% Senior Notes due 2027 (the "Exchange Notes") of Parent and the guarantees of the Exchange Notes by each of the guarantors (the "Subsidiary Guarantors") named in the Indenture (as such term is defined below), including the guarantee of B.P. Barber (the "SC Guarantee"), B.P. Barber being a party to that certain indenture, dated as of February 21, 2017, among the Parent, U.S. Bank National Association, as Trustee (the "Trustee"), and certain Subsidiary Guarantors (the "Indenture"), and (ii) a Registration Statement on Form S-4 under the Securities Act of 1933, as amended (the "Act"), filed with the Securities and Exchange Commission on May 11, 2017 (the "Registration Statement"). The Exchange Notes will be issued in exchange for the Parent's outstanding 5.125% Senior Notes due 2027 on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Notes and the SC Guarantee.

In rendering the opinions set forth herein, we have examined the Indenture. We have also reviewed such documents and considered such matters of law and fact as we, in our professional judgment, have deemed appropriate to render the opinions contained herein.

With your consent, we have relied upon certificates of public officials, and certificates and other assurances of officers of the Parent, B.P. Barber, and others as to factual matters without having independently verified such factual matters. We have assumed the correctness of the factual matters contained in such reliance sources. In rendering our opinion that B.P. Barber

"is a corporation" and "in existence," we have relied solely upon Articles of Incorporation of B.P. Barber as certified by the South Carolina Secretary of State on May 2, 2017 and a Certificate of Existence regarding B.P. Barber of the South Carolina Secretary of State dated May 5, 2017.

We are opining herein as to the internal laws of the State of South Carolina, and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or as to any matters of municipal law or the laws of any local agencies within any state. We note that our firm is separately rendering an opinion of even date with respect to URS Corporation — North Carolina, a North Carolina professional corporation, as to related matters described therein. In rendering this opinion with respect to B.P. Barber, except for the specific opinions covered by this opinion, we have relied upon the opinion issued on May 11, 2017 by Gibson, Dunn & Crutcher LLP to you as of such date.

When an opinion expressed herein is stated to be "to our knowledge," we mean that we do not have knowledge of, and have not made an independent investigation to establish, the existence of the facts forming the basis for the opinion thus expressed.

As special local counsel to B.P. Barber, we have represented B.P. Barber solely in connection with the issuance of this opinion. No inference should be drawn as to our knowledge beyond the scope of the specific matters as to which we have been engaged as special local counsel to B.P. Barber.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof:

1. B.P. Barber is a corporation in existence under the laws of the State of South Carolina.

2. B.P. Barber has the corporate power to execute, deliver and perform its obligations under the Indenture (including the provisions contained therein providing for the SC Guarantee).

3. The execution and delivery of the Indenture by B.P. Barber and the performance of its obligations thereunder have been authorized by all necessary corporate action and do not violate any applicable provisions of statutory laws or regulations, or to our knowledge, any order, judgment or decree applicable to B.P. Barber.

4. The Indenture has been executed and delivered by B.P. Barber.

This opinion letter is strictly limited to the matters stated herein, and no other or more extensive opinion is intended, implied or to be inferred beyond the matters expressly stated herein. This opinion letter is given as of the date hereof. We assume no obligation to update or supplement this opinion letter to

reflect any facts or circumstances which may hereafter come to our attention or any changes in laws which may hereafter occur.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP, in its rendering of its opinion to you dated May 11, 2017, and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ SMITH MOORE LEATHERWOOD LLP

Exhibit 5.9

Squire Patton Boggs (US) LLP
2000 Huntington Center
41 South High Street
Columbus, Ohio 43215

O +1 614 365 2700
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squirepattonboggs.com

May 11, 2017

AECOM
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4; Exchange Offer for $1,000,000,000 in Aggregate Principal Amount of 5.125% Senior Notes Due 2027 of AECOM

Ladies and Gentlemen:

We have acted as special Ohio counsel to the companies listed on Schedule I hereto (each a "Company" and, together, the "Companies"), each a subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of $1,000,000,000 in aggregate principal amount of the 5.125% Senior Notes Due 2027 (the "Exchange Notes") of the Issuer and the guarantees of the Exchange Notes by each of the guarantors (the "Guarantors") included within the Indenture (as defined below) (the "Guarantees"), including the guaranty of each Company (each such guaranty, a "Company Guaranty"), under an Indenture dated as of February 21, 2017 (the "Indenture"), among the Issuer, each of the subsidiary Guarantors named therein and U.S. Bank National Association, as trustee, (the "Trustee"), and under a registration statement on Form S-4 under the Securities Act of 1933, as amended (the "Act"), to be filed with the Securities and Exchange Commission on the date hereof (the "Registration Statement"). The Exchange Notes and the Guarantees will be issued in exchange for the Issuer's outstanding 5.125% Senior Notes due 2027 and the related guarantees, on the terms set forth in the prospectus contained in the Registration Statement (the "Prospectus"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement or Prospectus, other than as expressly stated herein with respect to the issue of the Exchange Notes and Guarantees.

In connection with this opinion, we have reviewed originals or copies of the following documents:

(a) the Indenture;

(b) an Officer's Certificate of each Company as to the incumbency of officers and certain factual matters dated the date hereof (together, the "Officer's Certificates");

(c) the Articles of Incorporation and Regulations of each Company, the completeness and accuracy of which have been certified to us as part of the Officer's Certificates;

(d) a good standing certificate with respect to each Company from the Secretary of State of Ohio dated May 5, 2017 (together, the "Good Standing Certificates");

(e) certified copies of resolutions of the Board of Directors of each Company dated as of February 14, 2017, with respect to the documents and transactions contemplated thereby, the completeness and accuracy of which have been certified to us as part of the Officer's Certificates; and

(f) originals or copies of such other corporate records of each Company, certificates of public officials and of officers of each Company and agreements and other documents as we have deemed necessary as a basis for the opinions expressed below.

In connection with such review, we have assumed (i) the genuineness of all signatures and the legal competence of all signatories; (ii) the authenticity of all documents submitted to us as originals, and the conformity to authentic originals of all documents submitted to me as certified or photostatic copies; (iii) the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Companies, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties; and (iv) the proper issuance and accuracy of certificates of public officials and officers and agents of the Companies.

This opinion is limited to the laws of the State of Ohio, excluding local laws of the State of Ohio (i.e., the statutes and ordinances, the administrative decisions and the rules and regulations of counties, towns, municipalities and special political subdivisions of, or authorities or quasi-governmental bodies constituted under the laws of, the State of Ohio and judicial decisions to the extent they deal with any of the foregoing), that are, in our experience, normally applicable to the transactions of the type provided for in the Registration Statement, and we are expressing no opinion as to the effect of the laws of any other jurisdiction.

Based upon the foregoing and upon such other investigation as we have deemed necessary and subject to the qualifications set forth below, we are of the opinion that:

1. Based solely on the Good Standing Certificates, each Company is a corporation validly existing and in good standing under the laws of the State of Ohio.

2. Each Company has the corporate power and authority to execute and deliver the Indenture and to perform its obligations thereunder.

3. The Indenture has been duly authorized by all necessary corporate action, and has been duly executed and duly delivered on behalf of each Company.

4. The execution and delivery of the Indenture by the Companies does not, and the performance of each Company's respective obligations thereunder, including the issuance by each Company of its respective Company Guaranty, will not, violate or constitute on the part of

either Company a breach or default under (a) its Articles of Incorporation or Regulations, or (b) any applicable provisions of statutory law or regulation to which Ohio corporations are subject.

This opinion is delivered as of the date hereof, and we undertake no obligation to advise you of any changes in applicable law or any other matters that may come to my attention after the date hereof. This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and Gibson, Dunn & Crutcher LLP in its rendering of its opinion to you dated as of the date hereof and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to the Registration Statement and to the reference to our firm contained in the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission thereunder.

Very Truly Yours,

/s/ Squire Patton Boggs (US) LLP

Schedule I

Company	State of Organization
AECOM Energy & Construction, Inc.	Ohio
URS Corporation—Ohio	Ohio

Exhibit 5.10

K&L GATES LLP
K&L GATES CENTER
210 SIXTH AVENUE
PITTSBURGH, PA 15222-2613
T +1 412 355 6500 F +1 412 355 6501 klgates.com

May 11, 2017

AECOM
1999 Avenue of the Stars
Los Angeles, CA 90067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to AECOM Special Missions Services, Inc., a Pennsylvania corporation ("ASMS"), in connection with the Registration Statement on Form S-4 (the "Registration Statement") filed by AECOM, a Delaware corporation (the "Company"), and certain of its subsidiaries, including ASMS (collectively, the "Guarantors"), with the United States Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on the date hereof, relating to the registration of $1,000,000,000 aggregate principal amount of the Company's 5.125% Senior Notes due 2027 (the "Exchange Notes") to be offered in exchange for a like principal amount of the Company's issued and outstanding unregistered 5.125% Senior Notes due 2027 (the "Original Notes") and (ii) the related guarantees of the Exchange Notes by the Guarantors under the Indenture (as defined below). The Exchange Notes are proposed to be issued in accordance with the terms of the Indenture dated as of February 21, 2017 (the "Indenture") by and among the Company, the Guarantors and U.S. Bank National Association, as trustee (the "Trustee").

In connection with rendering the opinions set forth below, we have examined (i) the Registration Statement, including the prospectus forming a part thereof (the "Prospectus") and the exhibits filed therewith; (ii) the Indenture; (iii) the Original Notes; (vi) the Exchange Notes; (v) ASMS's Articles of Incorporation, as amended; (vi) ASMS's Bylaws, as amended; and (vii) resolutions adopted by the Board of Directors of ASMS. We also have examined and relied upon certificates of public officials. We have not independently established any of the facts so relied on.

For the purposes of this opinion letter, we further have made the assumptions that (i) each document submitted to us is accurate and complete; (ii) each such document that is an original is authentic; (iii) each such document that is a copy conforms to an authentic original; and (iv) all signatures on each such document are genuine. We also have assumed for purposes of this opinion letter the legal capacity of natural persons and that each party to the documents we have examined or relied on has the legal capacity or authority and has satisfied all legal requirements that are applicable to that party to the extent necessary to make such documents enforceable against it. We have not verified any of the foregoing assumptions.

The opinions expressed in this opinion letter are limited to the laws of the Commonwealth of Pennsylvania. We are not opining on, and we assume no responsibility for, the applicability to or effect on any of the matters covered herein of any other laws, the laws of any county, municipality or other political subdivision or local governmental agency or authority.

Based on and subject to the foregoing and to the additional qualifications and other matters set forth below, it is our opinion that:

1. ASMS is validly existing and subsisting as a corporation under the laws of the Commonwealth of Pennsylvania.

2. ASMS has the requisite corporate power and authority to guarantee the Exchange Notes pursuant to the Indenture and has duly executed and delivered the Indenture.

3. Execution and delivery of the Indenture and the performance of the guarantee of the Exchange Notes by ASMS under the Indenture has been duly authorized by all requisite corporate action by ASMS.

4. Execution and delivery of the Indenture and the performance of the guarantee of the Exchange Notes by ASMS under the Indenture by ASMS does not violate any provision of the organizational documents of ASMS which we have reviewed or the applicable law of the Commonwealth of Pennsylvania.

5. No governmental approval by any governmental authority of the Commonwealth of Pennsylvania is required to authorize, or is required for, the execution, delivery or performance by ASMS of the Indenture.

The foregoing opinions are rendered as of the date hereof, and we have not undertaken to supplement this opinion with respect to factual matters or changes in law which may hereafter occur.

Subject to the qualifications, limitations, exceptions, restrictions and assumptions set forth herein, Gibson, Dunn & Crutcher LLP may rely on this opinion for the sole purpose of rendering its opinion letter to the Company, as filed with the Commission as Exhibit 5.1 to the Registration Statement.

We hereby consent to the filing of this opinion letter as an exhibit to the Registration Statement and to the reference to this firm's name under the caption "Legal Matters" in the Prospectus. In giving our consent, we do not thereby admit that we are experts with respect to any part of the Registration Statement, the Prospectus or any Prospectus Supplement within the meaning of the term "expert", as used in Section 11 of the Securities Act or the rules and regulations promulgated thereunder, nor do we admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Yours truly,

/s/ K&L Gates LLP

Exhibit 5.11

HUNTON & WILLIAMS LLP
RIVERFRONT PLAZA, EAST TOWER
951 EAST BYRD STREET
RICHMOND, VIRGINIA 23219-4074

TEL 804 • 788 • 8200
FAX 804 • 788 • 8218
FILE 84167.2

May 11, 2017

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

AECOM National Security Programs, Inc. and McNeil Security, Inc.:
Exchange of Outstanding Notes and Note Guarantees for New Notes to be Registered
under the Securities Act of 1933

Ladies and Gentlemen:

We have acted as special counsel in the Commonwealth of Virginia to AECOM National Security Programs, Inc., a Virginia corporation ("AECOM NSP"), and McNeil Security, Inc., a Virginia corporation ("McNeil" and, together with AECOM NSP, the "Opinion Parties") in connection with the Registration Statement on Form S-4 (the "Registration Statement"), filed with the United States Securities and Exchange Commission (the "SEC") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), on the date hereof by AECOM, a Delaware corporation ("AECOM"), the Opinion Parties and the other subsidiaries of AECOM listed in the Registration Statement (collectively with the Opinion Parties, the "Subsidiary Guarantors"), to register (i) $1,000,000,000 aggregate principal amount of AECOM's 5.125% Senior Notes due 2027 (the "Exchange Notes") and (ii) the guarantees of AECOM's obligations under the Exchange Notes by the Subsidiary Guarantors (the "Exchange Guarantees"). The Exchange Notes and the Exchange Guarantees are to be issued in exchange (the "Exchange Offer") for equal aggregate principal amounts of unregistered 5.125% Senior Notes due 2027 (the "Original Notes") and the guarantees of AECOM's obligations under the Original Notes by the Subsidiary Guarantors, issued on February 21, 2017, in reliance on exemptions from registration under the Securities Act for offers and sales of securities not involving public offerings. The Exchange Notes and the Exchange Guarantees will be issued pursuant to the terms of that certain Indenture dated as of February 21, 2017 (the "Indenture"), by and among AECOM, the Subsidiary Guarantors party thereto and U.S. Bank National Association, as trustee. The terms of the Exchange Offer are described in the Registration Statement.

This opinion is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K.

In connection with the foregoing, we have examined executed counterparts or facsimile or photostatic copies of executed counterparts of the following:

1. the Indenture;

2. the certificate of good standing with respect to AECOM NSP, dated May 5, 2017, and confirmed on the date hereof, issued by the State Corporation Commission of the Commonwealth of Virginia;

3. the certificate of good standing with respect to McNeil, dated May 5, 2017, and confirmed on the date hereof, issued by the State Corporation Commission of the Commonwealth of Virginia;

4. the Articles of Incorporation of AECOM NSP, dated December 5, 1985, certified by the State Corporation Commission of the Commonwealth of Virginia as of a recent date;

5. the Bylaws of AECOM NSP, as amended;

6. the Articles of Incorporation of McNeil certified by the State Corporation Commission of the Commonwealth of Virginia as of a recent date;

7. the Bylaws of McNeil;

8. the Action by Unanimous Written Consent of the Board of Directors of AECOM NSP, dated February 14, 2017, approving the Indenture, the Exchange Guarantees and the transactions related thereto; and

9. the Action by Unanimous Written Consent of the Board of Directors of McNeil, dated February 14, 2017, approving the Indenture, the Exchange Guarantees and the transactions related thereto.

In rendering the opinions expressed below, we have examined, and relied upon the accuracy of, originals or copies, certified or otherwise identified to our satisfaction, of such corporate records, agreements, documents and other instruments, and such certificates or comparable documents of public officials and of officers and representatives of the Opinion Parties, and have made such inquiries of such officers and representatives, as we have deemed relevant and necessary as a basis for the opinions hereinafter set forth. As to matters of fact, we have relied upon and assume the accuracy of the representations and warranties in the

documents provided to us. Except as otherwise expressly indicated, we have not undertaken any independent investigation of factual matters. We have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, electronic or photostatic copies and the authenticity of the originals of such documents.

In rendering this opinion, our examination of matters of law has been limited to, and we express no opinion as to the law of any jurisdiction other than, the laws of the Commonwealth of Virginia.

Based upon the foregoing, and such other documents and matters as we have deemed relevant and necessary to render the opinions set forth below, and subject to the limitations, assumptions and qualifications noted herein, we are of the opinion that:

1. Each Opinion Party (a) is a corporation validly existing and in good standing under the laws of the Commonwealth of Virginia and (b) has all requisite corporate power and authority to perform its obligations under the Indenture.

2. (a) AECOM NSP has duly authorized, executed and delivered the Indenture and (b) McNeil has duly authorized, executed and delivered the Indenture.

3. The issuance of the Exchange Guarantees has been duly authorized by each Opinion Party.

4. The issuance of the Exchange Guarantees by the Opinion Parties, and the consummation of the transactions contemplated thereby, will not violate any applicable Commonwealth of Virginia law, rule or regulation.

We express no opinion regarding (a) compliance with (1) the laws of any municipality or any local government within any state, including Virginia, (2) state antitrust and unfair competition laws, (3) state securities laws and regulations, (4) state environmental laws, (5) state zoning or land use laws or regulations, (6) fiduciary duties, (7) state pension and employee benefit laws and regulations, (8) state tax laws and regulations or (9) state labor laws and regulations, or (b) the effect of state racketeering or criminal or civil forfeiture laws.

We consent to the filing of this opinion as Exhibit 5.11 to the Registration Statement and to the statement made in reference to this firm under the caption “Legal Matters” in the prospectus that forms a part of the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations promulgated thereunder by the SEC.

This opinion speaks as of its date and does not purport to address matters that may arise after such date. We expressly disclaim any obligation to advise you of any changes of law or facts that may hereafter come or be brought to our attention that would alter the opinions herein set forth. Finally, our opinions set forth herein are limited to the matters expressly set forth herein, and no opinion is implied or may be inferred beyond the matters expressly so stated.

Very truly yours,

/s/ HUNTON & WILLIAMS LLP

Exhibit 12.1

COMPUTATION OF CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

	Six Months Ended		Fiscal Year Ended				
	31-Mar-17	31-Mar-16	30-Sep-16	30-Sep-15	30-Sep-14	30-Sep-13	30-Sep-12
	(In millions, except for ratio)						
Consolidated ratio of earnings to fixed charges	1.9	1.4	1.4	0.5	4.0	4.7	0.947
Earnings:							
Income from operations	128	13	22	(258)	257	312	(31)
Add:							
Fixed charges	154	161	345	467	90	92	94
Amortization of capitalized interest	11	8	31	24	2	2	2
Distributed income of equity investees	40	83	149	158	24	31	26
Less:							
Capitalized interest	(12)	(1)	(10)	(88)	(7)	(2)	(0)
Noncontrolling interest	(32)	(45)	(67)	(84)	(3)	(4)	(2)
Total Earnings	289	219	470	219	363	431	89
Fixed Charges:							
Interest expense	115	122	258	300	41	45	47
Capitalized interest	12	1	10	88	7	2	0
Interest component of rent expense	27	38	77	79	42	45	47
Total Fixed Charges	154	161	345	467	90	92	94

Exhibit 21.1

AECOM Global, Inc., a Delaware Corporation
AECOM C&E, Inc., a Delaware Corporation
AECOM Technical Services, Inc., a California Corporation
AECOM USA, Inc., a New York Corporation
AECOM Asia Company Limited*
AECOM Government Services, Inc., a Delaware Corporation
AECOM Canada Ltd*
AECOM South Africa Group Holdings Pty Ltd
AECOM Design Build Ltd*
AECOM Global Ireland Services Limited*
AECOM Energy & Construction, Inc., an Ohio Corporation
AECOM Infrastructure & Environment UK Limited*
Flint Energy Services, Inc., a Delaware Corporation
Flint Field Services Ltd*
Hunt Construction Group Inc., an Indiana Corporation
Oscar Faber PLC*
URS Corporation, a Nevada Corporation
URS Group Inc. a Delaware Corporation
URS Federal Services, Inc., a Delaware Corporation
URS Luxembourg LLP*
URS Corporation—Ohio, an Ohio Corporation
URS Global Holdings, Inc., a Nevada Corporation
AECOM Intercontinental Holdings UK Limited*
URS E&C UK Limited*
Sellafield Limited*
Tishman Construction Corporation, a Delaware Corporation
Tishman Construction Corporation of New York, a Delaware Corporation

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* Foreign

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” in the Registration Statement (Form S-4) and related Prospectus of AECOM for the exchange of $1,000,000,000 of Senior Notes and to the incorporation by reference therein of our reports dated November 15, 2016 with respect to the consolidated financial statements and schedule of AECOM, and the effectiveness of internal control over financial reporting of AECOM, included in its Annual Report (Form 10-K) for the year ended September 30, 2016, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Los Angeles, California
May 10, 2017

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

Check if an Application to Determine Eligibility of a Trustee Pursuant to Section 305(b)(2) o

U.S. BANK NATIONAL ASSOCIATION

(Exact name of Trustee as specified in its charter)

31-0841368
I.R.S. Employer Identification No.

800 Nicollet Mall **Minneapolis, Minnesota** (Address of principal executive offices)	**55402** (Zip Code)

Bradley E. Scarbrough
U.S. Bank National Association
633 West 5th Street, 24th Floor
Los Angeles, CA 90071
(213) 615-6047
(Name, address and telephone number of agent for service)

AECOM

(Issuer with respect to the Securities)

Delaware (State or other jurisdiction of incorporation or organization)	**61-1088522** (I.R.S. Employer Identification No.)
1999 Avenue of the Stars, Suite #2600 **Los Angeles, CA** (Address of Principal Executive Offices)	**90067** (Zip Code)

5.125% SENIOR NOTES DUE 2027
(Title of the Indenture Securities)

FORM T-1

Item 1. GENERAL INFORMATION. Furnish the following information as to the Trustee.

a) *Name and address of each examining or supervising authority to which it is subject.*

Comptroller of the Currency
Washington, D.C.

b) *Whether it is authorized to exercise corporate trust powers.*

Yes

Item 2. AFFILIATIONS WITH OBLIGOR. *If the obligor is an affiliate of the Trustee, describe each such affiliation.*

None

Items 3-15 *Items 3-15 are not applicable because to the best of the Trustee's knowledge, the obligor is not in default under any Indenture for which the Trustee acts as Trustee.*

Item 16. LIST OF EXHIBITS: *List below all exhibits filed as a part of this statement of eligibility and qualification.*

1. A copy of the Articles of Association of the Trustee.*
2. A copy of the certificate of authority of the Trustee to commence business, attached as Exhibit 2.
3. A copy of the certificate of authority of the Trustee to exercise corporate trust powers, attached as Exhibit 3.
4. A copy of the existing bylaws of the Trustee.**
5. A copy of each Indenture referred to in Item 4. Not applicable.
6. The consent of the Trustee required by Section 321(b) of the Trust Indenture Act of 1939, attached as Exhibit 6.
7. Report of Condition of the Trustee as of December 31, 2016 published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

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* Incorporated by reference to Exhibit 25.1 to Amendment No. 2 to registration statement on S-4, Registration Number 333-128217 filed on November 15, 2005.

** Incorporated by reference to Exhibit 25.1 to registration statement on form S-3ASR, Registration Number 333-199863 filed on November 5, 2014.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the Trustee, U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, has duly caused this statement of eligibility and qualification to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Los Angeles, State of California on the 10th of May, 2017.

By: /s/ Bradley E. Scarbrough
Bradley E. Scarborugh
Vice President

Exhibit 2

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, October 28, 2016, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 3

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATION OF FIDUCIARY POWERS

I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

1. The Office of the Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "U.S. Bank National Association," Cincinnati, Ohio (Charter No. 24), was granted, under the hand and seal of the Comptroller, the right to act in all fiduciary capacities authorized under the provisions of the Act of Congress approved September 28, 1962, 76 Stat. 668, 12 USC 92a, and that the authority so granted remains in full force and effect on the date of this certificate.

IN TESTIMONY WHEREOF, today, October 28, 2016, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia.

Comptroller of the Currency

Exhibit 6

CONSENT

In accordance with Section 321(b) of the Trust Indenture Act of 1939, the undersigned, U.S. BANK NATIONAL ASSOCIATION hereby consents that reports of examination of the undersigned by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon its request therefor.

Dated: May 10, 2017

By: /s/ Bradley E. Scarbrough
Bradley E. Scarbrough
Vice President

Exhibit 7

U.S. Bank National Association
Statement of Financial Condition
As of 12/31/2016

($000's)

		12/31/2016
Assets		
Cash and Balances Due From Depository Institutions	$	15,670,179
Securities		109,032,596
Federal Funds		60,327
Loans & Lease Financing Receivables		273,415,762
Fixed Assets		4,682,022
Intangible Assets		12,978,461
Other Assets		25,170,748
Total Assets	**$**	**441,010,095**
Liabilities		
Deposits	$	343,142,193
Fed Funds		1,157,970
Treasury Demand Notes		0
Trading Liabilities		1,536,287
Other Borrowed Money		31,668,666
Acceptances		0
Subordinated Notes and Debentures		3,800,000
Other Liabilities		13,559,469
Total Liabilities	**$**	**394,864,585**
Equity		
Common and Preferred Stock		18,200
Surplus		14,266,915
Undivided Profits		31,054,149
Minority Interest in Subsidiaries		806,246
Total Equity Capital	**$**	**46,145,510**
Total Liabilities and Equity Capital	**$**	**441,010,095**

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.1

LETTER OF TRANSMITTAL

AECOM

Exchange Offer:

Offer to Exchange $1,000,000,000
Aggregate Principal Amount of Newly Issued
5.125% Senior Notes Due 2027
for
a Like Principal Amount of Outstanding Restricted
5.125% Senior Notes Due 2027

Pursuant to the Prospectus, dated , 2017

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017 OR SUCH LATER DATE AND TIME TO WHICH THE EXCHANGE OFFER MAY BE EXTENDED (THE "*EXPIRATION TIME*"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.

Each holder of Old Notes (as defined below) wishing to participate in the Exchange Offer (as defined below), except holders of Old Notes executing their tenders through the facilities of The Depository Trust Company ("***DTC***") or according to the electronic procedures of Euroclear and Clearstream, should complete, sign, date and submit this Letter of Transmittal, with all required documentation, to the exchange agent, U.S. Bank National Association, before the Expiration Time.

The Exchange Agent for the Exchange Offer is:
U.S. Bank National Association

By Mail or In Person:
U.S. Bank National Association
Global Corporate Trust Services
Attention: Specialized Finance
111 Filmore Avenue East, EP-MN-WS2N
St. Paul, MN 55107-1402

By Email or Facsimile Transmission (for Eligible Institutions Only):
Email: cts.specfinance@usbank.com
Fax: (651) 466-7367

For Information and to Confirm by Telephone:
(800) 934-6802

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS INSTRUMENT VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY OF THIS LETTER OF TRANSMITTAL.

The undersigned acknowledges that he or she has received and reviewed the Prospectus, dated 2017 (the "***Prospectus***"), of AECOM, a Delaware corporation ("***we***" or the "***Issuer***"), and this Letter of Transmittal (this "***Letter of Transmittal***"), which together constitute the Issuer's offer to exchange (the "***Exchange Offer***") $1,000,000,000 aggregate principal amount of newly issued 5.125% Senior Notes due 2027 (the "***New Notes***") that have been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), and the related guarantees, for a like principal amount of outstanding restricted 5.125% Senior Notes due 2027 (the "***Old Notes***"), and the related guarantees, from the holders thereof.

For each Old Note accepted for exchange, the holder will receive a New Note registered under the Securities Act having a principal amount equal to, and in the denomination of, that of the surrendered Old Note. Interest on each New Note will accrue from the last interest payment date on which interest was paid on the Old Notes in exchange therefor. Accordingly, registered holders of New Notes on the record date for the first interest payment date following the consummation of the Exchange Offer will receive interest accruing from most recent date to which interest has been paid on the Old Notes. Old Notes that we accept for exchange will cease to accrue interest from and after the date of consummation of the Exchange Offer, and holders whose Old Notes are exchanged for the New Notes will not receive a payment in respect of interest accrued but unpaid on the Old Notes from the most recent interest payment date up to but excluding the settlement date. Under the registration rights agreement we entered into with the initial purchasers of the Old Notes, we may be required to make additional payments in the form of additional interest to the holders of the Old Notes relating to the timing of the Exchange Offer and certain other limited circumstances, as discussed in the Prospectus under "The Exchange Offer—Additional Interest on Old Notes."

The terms of the New Notes are substantially identical to the terms of the Old Notes, except that the New Notes will be registered under the Securities Act and the transfer restrictions, registration rights and related additional interest provisions applicable to the Old Notes will not apply to the New Notes.

Each broker-dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it may be a statutory underwriter and that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes. The Prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes where such Old Notes were acquired as a result of market-making activities or other trading activities.

The Issuer will not receive any proceeds from any sale of the New Notes by broker-dealers. New Notes received by broker- dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over the counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of New Notes and any commissions or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act.

For a period ending on the earlier of (i) 90 days from the date on which the exchange offer registration statement is declared effective and (ii) the date on which a broker-dealer is no longer required to deliver a prospectus in connection with market-making or other trading activities, we will provide sufficient copies of the latest version of the Prospectus to broker-dealers upon request. The Issuer has agreed to pay all expenses incident to the Exchange Offer, other than commissions or concessions of any brokers or dealers and will indemnify the holders of the notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

This Letter of Transmittal is to be completed by a holder of Old Notes if certificates for physically tendered Old Notes are to be delivered or a tender is to be made by book-entry transfer to the account maintained by U.S. Bank National Association, as Exchange Agent for the Exchange Offer (the "***Exchange Agent***"), at the Book-Entry Transfer Facility (as defined below) pursuant to the procedures

set forth in the Prospectus under "The Exchange Offer—Book-Entry Transfers" and an Agent's Message is not delivered. Tenders by book-entry transfer may also be made by delivering an Agent's Message in lieu of this Letter of Transmittal. The term "***Agent's Message***" means a message, transmitted by the Book-Entry Transfer Facility to and received by the Exchange Agent and forming a part of a book-entry transfer, referred to as a "***Book-Entry Confirmation***," which states that the Book-Entry Transfer Facility has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by this Letter of Transmittal and that the Issuer may enforce this Letter of Transmittal against such participant.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. **QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT.**

Delivery of documents to the Book-Entry Transfer Facility does not constitute delivery to the Exchange Agent.

Unless you intend to tender your Old Notes through the facilities of DTC, you should complete, execute and deliver this Letter of Transmittal.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action the undersigned desires to take with respect to the Exchange Offer.

List below the Old Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and principal amount of Old Notes should be listed on a separate signed schedule affixed hereto.

If tendering Old Notes:

DESCRIPTION OF OLD NOTES					
	1	**2**	**3**	**4**	**5**
Name(s) and Address(es) of Registered Holder(s) (Please fill in, if blank)	**Certificate Number(s)(1)**	**Series of Old Notes**	**Aggregate Principal Amount of Old Note(s)**	**Principal Amount Tendered(2)**	**Name of DTC Participant and Participant's Account Number in Which Old Notes are Held(3)**
	Totals:				

(1) Need not be completed if Old Notes are being tendered by book-entry transfer.
(2) Unless otherwise indicated in this column, a holder will be deemed to have tendered ALL of the Old Notes represented by the Old Notes indicated in column 3. See Instruction 2 later in this Letter of Transmittal. Old Notes tendered hereby must be in minimum denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof. See Instruction 1 later in this Letter of Transmittal.
(3) Complete if book-entry with DTC is to be used.

If a holder of Old Notes desires to tender Old Notes in the Exchange Offer and the holder's Old Notes are not immediately available, or time will not permit such holder's Old Notes or other required documents to reach the Exchange Agent at or prior to the Expiration Time, or the procedure for book-entry transfer cannot be completed on a timely basis, such holder may effect a tender of their Old Notes for exchange pursuant to the guaranteed delivery procedures set forth in the Prospectus under "The Exchange Offer—Guaranteed Delivery Procedures."

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Old Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Old Notes are held of record by DTC (the "***Book-Entry Transfer Facility***").

o **CHECK HERE IF TENDERED OLD NOTES ARE ENCLOSED HEREWITH.**

o **CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH THE BOOK-ENTRY TRANSFER FACILITY AND COMPLETE THE FOLLOWING:**

Name(s) of Tendering Institution _____

Account Number _____ Transaction Code Number _____

By crediting the Old Notes to the Exchange Agent's account at the facilities of DTC and by complying with applicable DTC procedures with respect to the Exchange Offer, including transmitting to the Exchange Agent a computer-generated Agent's Message in which the holder of the Old Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, the Letter of Transmittal, the participant in the Book-Entry Transfer Facility confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal (including all representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent.

o **CHECK HERE IF TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:**

Name(s) of Registered Holder(s) _____

Window Ticket Number (if any) _____

Date of Execution of Notice of Guaranteed Delivery _____

Name of Institution Which Guaranteed Delivery _____

If Delivered by Book-Entry Transfer, Complete the Following:

Account Number _____ Transaction Code Number _____

o **CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.**

Name _____

Address _____

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuer the aggregate principal amount of the Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of such Old Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Old Notes as are being tendered hereby.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the undersigned's true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer, in connection with the Exchange Offer) to cause the Old Notes to be assigned, transferred and exchanged. The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Old Notes, and to acquire New Notes issuable upon the exchange of such tendered Old Notes, and that, when the same are accepted for exchange, the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim.

The undersigned also acknowledges that the Exchange Offer is being made by the Issuer in reliance on interpretations by the staff of the Securities and Exchange Commission (the "***SEC***"), as set forth in no-action letters issued to third parties. The Issuer believes that New Notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of the Issuer or any guarantor of the Old Notes within the meaning of Rule 405 under the Securities Act or that tenders Old Notes for the purpose of participating in a distribution of the New Notes), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder's business, and such holders have no arrangement or understanding with any person to participate in the distribution of the New Notes. However, the Issuer does not intend to request that the SEC consider, and the SEC has not considered, the Exchange Offer in the context of a no-action letter and therefore the Issuer cannot guarantee that the staff of the SEC would make a similar determination with respect to the Exchange Offer. The undersigned acknowledges that if the interpretation of the Issuer of the above mentioned no-action letters is incorrect, such holder may be held liable for any offers, resales or transfers by the undersigned of the New Notes that are in violation of the Securities Act. The undersigned further acknowledges that neither the Issuer nor the Exchange Agent will indemnify any holder for any such liability under the Securities Act. See "The Exchange Offer—Consequences of Exchanging Old Notes" in the Prospectus.

By tendering Old Notes, the undersigned and any beneficial owner of the Old Notes tendered hereby further represent and warrant that:

- such holder is not an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer or any guarantor of the Old Notes;
- the New Notes acquired in the Exchange Offer will be obtained in the ordinary course of such holder's business;
- neither such holder nor, to the actual knowledge of such holder, any other person receiving New Notes from such holder, has any arrangement or understanding with any person to participate in the distribution of the New Notes;

- if such holder is not a broker-dealer, such holder is not engaged in, and does not intend to engage in, a distribution of the New Notes and has no arrangements or understandings with any person to participate in a distribution of the New Notes; and

- if such holder is a broker-dealer, such holder will receive New Notes for its own account in exchange for Old Notes, the Old Notes to be exchanged by such holder for New Notes were acquired by it as a result of market-making activities or other trading activities (and not directly from the Issuer), and such holder will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus in connection with the resale of the New Notes, such holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act, and such holder will comply with the applicable provisions of the Securities Act with respect to resale of any New Notes.

Any holder of Old Notes who is an affiliate of the Issuer or any guarantor of the Old Notes who tenders Old Notes in the Exchange Offer for the purposes of participating in a distribution of the New Notes:

- may not rely on the position of the staff of the SEC enunciated in the series of interpretative no-action letters with respect to exchange offers discussed above; and

- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

For purposes of the Exchange Offer, the Issuer shall be deemed to have accepted validly tendered Old Notes when, as and if the Issuer has given oral or written notice to the Exchange Agent, with written confirmation of any oral notice to be given promptly thereafter.

The undersigned and each beneficial owner will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the sale, assignment and transfer of the Old Notes tendered hereby. All authority conferred or agreed to be conferred in this Letter of Transmittal and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned. The undersigned understands that tenders of Old Notes pursuant to the procedures described under "The Exchange Offer—Exchange Offer Procedures" in the Prospectus and in the instructions hereto will constitute a binding agreement between the undersigned and the Issuer upon the terms and subject to the conditions of the Exchange Offer, subject only to withdrawal of such tenders on the terms set forth in the Prospectus under "The Exchange Offer—Withdrawal Rights."

For the book-entry delivery of Old Notes, please credit the account(s) indicated above in the boxes entitled "Description of Old Notes" maintained at the Book-Entry Transfer Facility.

THE UNDERSIGNED, BY COMPLETING THE BOX OR BOXES ABOVE FOR THE OLD NOTES AND SIGNING THIS LETTER OF TRANSMITTAL, WILL BE DEEMED TO HAVE TENDERED SUCH OLD NOTES AS SET FORTH IN SUCH BOX ABOVE.

SPECIAL ISSUANCE INSTRUCTIONS
(See Instructions 3, 4 and 6)

To be completed ONLY if (i) certificates for Old Notes not exchanged for New Notes, or certificates for Old Notes not tendered for exchange are to be issued in the name of someone other than the undersigned; (ii) Old Notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the account indicated above; or (iii) book-entry transfer of New Notes are to be credited to an account maintained by DTC other than the account indicated above.

Credit New Notes and unexchanged Old Notes delivered by book-entry transfer to the Book-Entry Transfer Facility account set forth below:

o New Notes, to:

o Old Notes, to:

Name(s) _____

Address _____

Telephone Number: _____

(Tax Identification or Social Security Number, if applicable)

Book-Entry Transfer Facility Account Number: _____

(Complete Accompanying IRS Form W-9 or applicable IRS Form W-8)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 3, 4 and 6)

To be completed ONLY if certificates for Old Notes *not* exchanged for New Notes, or certificates for Old Notes *not* tendered for exchange, are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Old Notes to:

Name(s) _____

Address _____

Telephone Number: _____

(Tax Identification or Social Security Number, if applicable)

(Complete Accompanying IRS Form W-9 or applicable IRS Form W-8)

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE HEREOF OR AN AGENT'S MESSAGE IN LIEU THEREOF (TOGETHER WITH A BOOK-ENTRY CONFIRMATION AND ALL OTHER REQUIRED DOCUMENTS OR THE NOTICE OF GUARANTEED DELIVERY) MUST BE RECEIVED BY THE EXCHANGE AGENT AT OR PRIOR TO THE EXPIRATION TIME.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING ANY BOX ABOVE.

(TO BE COMPLETED BY ALL TENDERING HOLDERS)
(Complete Accompanying IRS Form W-9 or applicable IRS Form W-8)

Dated: , 2017

o _____ _____, 2017

o _____ _____, 2017

Signature(s) of Owner **Date**

Area Code and Telephone Number: _____

This Letter of Transmittal must be signed by the registered holder(s) exactly as the name appears on certificates(s) representing Old Notes, in whose name Old Notes are registered on the books of the Book-Entry Transfer Facility or one of its participants, or by any person(s) authorized to become registered holder(s) by endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 3 later in this Letter of Transmittal.

Name: _____

(Please Print)

Capacity: _____

Address: _____

(Including Zip Code)

SIGNATURE GUARANTEE
(If required by Instruction 3)

Signature(s) Guaranteed by Eligible Institution: _____

Name(s): _____

(Please Print)

Capacity (full title): _____

Address: _____

(Including Zip Code)

Name of Firm: _____

Area Code and Telephone No: _____

Tax Identification or Social Security No.: _____

Dated: , 2017

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF
THE EXCHANGE OFFER
FOR

$1,000,000,000
Aggregate Principal Amount of Newly Issued
5.125% Senior Notes Due 2027
for
a Like Principal Amount of Outstanding Restricted
5.125% Senior Notes Due 2027

Pursuant to the Prospectus, dated , 2017

1. Delivery of This Letter of Transmittal and Old Notes; Guaranteed Delivery Procedures.

This Letter of Transmittal is to be completed by tendering holders of Old Notes if certificates for physically tendered Old Notes are to be delivered or tenders are to be made pursuant to the procedures for delivery by book-entry transfer set forth in the Prospectus under "The Exchange Offer—Book-Entry Transfers" and an Agent's Message is not delivered. Tenders by book-entry transfer may also be made by delivering an Agent's Message in lieu of this Letter of Transmittal. The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to and received by the Exchange Agent and forming a part of a Book-Entry Confirmation, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the tendering participant, which acknowledgment states that such participant has received and agrees to be bound by the Letter of Transmittal and that the Issuer may enforce the Letter of Transmittal against such participant. Certificates for Old Notes or a Book-Entry Confirmation, as well as a properly completed and duly executed Letter of Transmittal (or, in the case of a Book-Entry Confirmation, a manually signed facsimile hereof or Agent's Message in lieu thereof) and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at the address set forth herein at or prior to the Expiration Time, or the tendering holder must comply with the guaranteed delivery procedures set forth below. Old Notes tendered hereby must be in minimum denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof.

Holders who tender their Old Notes through DTC's procedures shall be bound by, but need not complete, this Letter of Transmittal; accordingly, a Letter of Transmittal need not accompany tenders effected through the facilities of DTC.

Any financial institution that is a participant in DTC may electronically transmit its acceptance of the Exchange Offer by causing DTC to transfer Old Notes in accordance with DTC's procedures for such transfer at or prior to the Expiration Time.

Delivery of a Letter of Transmittal to DTC will not constitute valid delivery to the Exchange Agent. No Letter of Transmittal should be sent to the Issuer or DTC.

If a holder of Old Notes desires to tender Old Notes in the Exchange Offer and the holder's Old Notes are not immediately available, or time will not permit such holder's Old Notes or other required documents to reach the Exchange Agent at or prior to the Expiration Time, or the procedure for book-entry transfer cannot be completed on a timely basis, such holder may effect a tender of their Old Notes for exchange pursuant to the guaranteed delivery procedures set forth in the Prospectus under "The Exchange Offer—Guaranteed Delivery Procedures." Pursuant to such procedures, (i) such tender must be made by or through an Eligible Institution (as defined below); (ii) at or prior to the Expiration Time, the Exchange Agent must receive from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Issuer (by facsimile

transmission, mail or hand delivery), setting forth the name and address of the holder of the Old Notes being tendered and the principal amount of Old Notes tendered, and stating that the tender of such Old Notes is being made thereby and guaranteeing that within three (3) business days after the date of execution of the Notice of Guaranteed Delivery, the certificates for all physically tendered Old Notes, in proper form for transfer, or a Book-Entry Confirmation, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a Book-Entry Confirmation, an Agent's Message in lieu thereof) with any required signature guarantees and any other documents required by this Letter of Transmittal, will be deposited by the Eligible Institution with the Exchange Agent; and (iii) all certificates for all physically tendered Old Notes, in proper form for transfer, or a Book-Entry Confirmation, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a Book-Entry Confirmation, an Agent's Message in lieu thereof) with any required signature guarantees and all other documents required by this Letter of Transmittal, are received by the Exchange Agent within three (3) business days after the date of execution of the Notice of Guaranteed Delivery. An "***Eligible Institution***" is a firm which is a member of a registered national securities exchange or a member of the Financial Industry Regulatory Authority, or a commercial bank or trust company having an office or correspondent in the United States.

The method of delivery of this Letter of Transmittal, the Old Notes and all other required documents is at the election and risk of the tendering holders, but the delivery will be deemed made only when actually received or confirmed by the Exchange Agent. If Old Notes are sent by mail, it is suggested that the mailing be registered mail, properly insured, with return receipt requested, made sufficiently in advance of the Expiration Time to permit delivery to the Exchange Agent at or prior to the Expiration Time. No Letters of Transmittal or Old Notes should be sent directly to the Issuer.

See "The Exchange Offer" in the Prospectus.

2. Delivery of the New Notes.

New Notes to be issued according to the terms of the Exchange Offer, if completed, will be delivered in book-entry form. The appropriate DTC participant name and number (along with any other required account information) needed to permit such delivery must be provided in the description of Old Notes tables above. Failure to do so will render a tender of the Old Notes defective.

All of the Old Notes delivered to the Exchange Agent will be deemed to have been tendered unless otherwise indicated in the boxes above entitled "Description of Old Notes." If a holder submits Old Notes for a greater principal amount than the holder desires to exchange, we will return to such holder the non-exchanged Old Notes or have them credited to DTC as promptly as practicable after the Expiration Time.

3. Signatures on This Letter of Transmittal; Note Powers and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) of the Old Notes tendered hereby, the signature must correspond exactly with the name as written on the face of the certificate(s) or on the Book-Entry Transfer Facility's security position listing as the holder of such Old Notes without alteration, enlargement or any change whatsoever.

If any tendered Old Notes are owned of record by two or more joint owners, all of such owners must sign this Letter of Transmittal.

When this Letter of Transmittal is signed by the registered holder or holders of the Old Notes specified herein and tendered hereby, no endorsements of certificates or separate written instrument or instruments of transfer or exchange are required, unless certificates for Old Notes not tendered or not accepted for exchange are to be issued or returned in the name of a person other than the holder

thereof. If, however, the Old Notes are registered in the name of a person other than a signer of the Letter of Transmittal, the Old Notes surrendered for exchange must be endorsed by, or the Letter of Transmittal must be accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by the Issuer in its sole discretion, duly executed by the registered holder with the signature thereon guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person or persons other than the registered holder or holders of Old Notes tendered for exchange, the tendered Old Notes must be endorsed or the Letter of Transmittal must be accompanied by appropriate powers of attorney, in either case signed exactly as the name or names of the registered holder or holders that appear on the Old Notes.

If this Letter of Transmittal or any other required documents or powers of attorneys are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, proper evidence satisfactory to the Issuer of their authority to so act must be submitted with the Letter of Transmittal.

Signatures on powers of attorneys required by this Instruction 3 must be guaranteed by an Eligible Institution.

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution **unless** the Old Notes surrendered for exchange are tendered: (i) by a registered holder of Old Notes (which term, for purposes of the Exchange Offer, includes any participant in the Book-Entry Transfer Facility system whose name appears on a security position listing as the holder of such Old Notes) who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on this Letter of Transmittal or (ii) for the account of an Eligible Institution.

4. Special Issuance or Delivery Instructions.

If the New Notes are to be issued or if any Old Notes not tendered or not accepted for exchange are to be issued or sent to a person other than the person signing this Letter of Transmittal or to an address other than that shown above, the appropriate boxes on this Letter of Transmittal should be completed. Holders tendering Old Notes by book-entry transfer may request that Old Notes not exchanged be credited to such account maintained at the Book-Entry Transfer Facility as such holder may designate hereon.

5. Taxpayer Identification Number.

Federal income tax law generally requires that a holder who is a "U.S. person" for United States federal income tax purposes (including a U.S. resident alien) and tenders an Old Note and who receives a New Note in exchange to provide the Exchange Agent with such holder's correct Taxpayer Identification Number ("***TIN***") on the enclosed IRS Form W-9 and certify, under penalties of perjury, that such TIN is correct, that the holder is not subject to backup withholding and that the holder is a "U.S. person." If a holder is subject to backup withholding, the holder must cross out item (2) of the Certification in Part II of the IRS Form W-9. The holder is required to give the Exchange Agent the TIN (i.e., the social security number or the employer identification number) of the record holder of the Old Notes and New Notes. If the Exchange Agent is not provided with the correct TIN, the holder may be subject to a $50 penalty, as well as various other penalties, imposed by the IRS. If the Old Notes or New Notes are held in more than one name or are not in the name of the actual owner, consult the enclosed Instructions for the IRS Form W-9 for additional guidance on which number to report. If such holder does not have a TIN, such holder should consult the enclosed Instructions for the IRS Form W-9 for instructions on applying for a TIN, write "Applied For" in the space provided for the TIN in Part I of the IRS Form W-9, and sign and date the form. Writing "Applied For" on the

form means that such holder has already applied for a TIN or that such holder intends to apply for one in the near future.

Certain holders are exempt from backup withholding. Exempt holders who are "U.S. persons" for United States federal income tax purposes should indicate their exempt status on a properly completed IRS Form W-9. Exempt holders who are not "U.S. persons" for United States federal income tax purposes should indicate their exempt status by submitting to the Exchange Agent a properly completed IRS Form W-8BEN, IRS Form W-8BEN-E, IRS Form W-8ECI, or IRS Form W-8IMY, as applicable (instead of an IRS Form W-9), signed under penalties of perjury, attesting to that holder's exempt status. A IRS Form W-8BEN, IRS Form W-8BEN-E, IRS Form W-8ECI or IRS Form W-8IMY, as applicable, can be obtained from the Exchange Agent or online at *www.irs.gov*. See the Instructions for the applicable Form W-8 for more instructions.

If backup withholding applies, the Exchange Agent is required to withhold tax at the current statutory rate of 28% on all reportable payments made to the holder. Backup withholding is not an additional tax. Rather, the amount of the backup withholding can be credited against the federal income tax liability of the person subject to the backup withholding, provided that the required information is timely given to the IRS. If backup withholding results in an overpayment of tax, a refund can be obtained by the Holder upon timely filing an income tax return.

Holders are urged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

The information requested above should be directed to the Exchange Agent at the following address:

By Mail or In Person:
U.S. Bank National Association
Global Corporate Trust Services
Attention: Specialized Finance
111 Filmore Avenue East, EP-MN-WS2N
St. Paul, MN 55107-1402

By Email or Facsimile Transmission (for Eligible Institutions Only):
Email:cts.specfinance@usbank.com
Fax: (651) 466-7367

For Information and to Confirm by Telephone:
(800) 934-6802

6. Transfer Taxes.

Holders who tender their Old Notes for exchange will not be obligated to pay any transfer taxes in connection therewith. If, however, New Notes issued in the Exchange Offer are to be delivered to, or are to be issued in the name of, any person other than the registered holder of the Old Notes tendered, or if a transfer tax is imposed for any reason other than on the exchange of Old Notes in connection with the Exchange Offer, then the amount of any such transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with this Letter of Transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Old Notes specified in this Letter of Transmittal.

7. Waiver of Conditions.

The Issuer reserves the absolute right to waive, in whole or in part, any defects or irregularities or conditions of the Exchange Offer either before or after the Expiration Time (including the right to waive the ineligibility of any holder who seeks to tender Old Notes in the Exchange Offer).

8. No Conditional Tenders.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders of Old Notes, by execution of this Letter of Transmittal or an Agent's Message in lieu thereof, shall waive any right to receive notice of the acceptance of their Old Notes for exchange.

Neither the Issuer, the Exchange Agent nor any other person shall be obligated to give notice of any defect or irregularity with respect to any tender of Old Notes.

9. Withdrawal Rights.

Tenders of Old Notes may be withdrawn at any time prior to the Expiration Time.

For a withdrawal to be effective, a written notice of withdrawal must be received by the Exchange Agent at the address set forth above prior to the Expiration Time. Any such notice of withdrawal must: (i) specify the name of the person having tendered the Old Notes to be withdrawn; (ii) identify the Old Notes to be withdrawn (including the principal amount of such Old Notes); and (iii) if certificates for such Old Notes have been transmitted, specify the name in which the Old Notes are registered, if different from that of the withdrawing holder. If certificates for withdrawn Old Notes have been delivered or otherwise identified to the Exchange Agent, then, prior to the release of such certificates, the withdrawing holder must also submit the serial numbers of the particular certificates to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an Eligible Institution unless such holder is an Eligible Institution. If Old Notes have been tendered pursuant to the procedure for book-entry transfer set forth in the Prospectus under "The Exchange Offer—Book-Entry Transfers," any notice of withdrawal must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Old Notes and otherwise comply with the procedures of such facility. All questions as to the validity, form and eligibility (including time of receipt) of such notices will be determined by the Issuer, whose determination shall be final and binding on all parties. Any tendered Old Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Old Notes that have been tendered for exchange but which are not exchanged for any reason will be returned to the holder of those Old Notes without cost to the holder. In the case of Old Notes tendered by book-entry transfer into the Exchange Agent's applicable account at the Book-Entry Transfer Facility, the withdrawn Old Notes will be credited to an account maintained with the Book-Entry Transfer Facility for the Old Notes, pursuant to the book-entry transfer procedures set forth in the Prospectus under "The Exchange Offer—Book-Entry Transfers," as soon as practicable after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Old Notes may be retendered by following the procedures described above at any time prior to the Expiration Time.

10. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, and requests for Notices of Guaranteed Delivery and other related documents may be directed to the Exchange Agent at the address and telephone number set forth above.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
o Individual/sole proprietor or single-member LLC o C Corporation o S Corporation o Partnership o Trust/estate

o Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

o Other (see instructions) >

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	**Signature of U.S. person** >	**Date** >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

• Form 1099-K (merchant card and third party network transactions)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2 – The United States or any of its agencies or instrumentalities

3 – A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities

5 – A corporation

6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7 – A futures commission merchant registered with the Commodity Futures Trading Commission

8 – A real estate investment trust

9 – An entity registered at all times during the tax year under the Investment Company Act of 1940

10 – A common trust fund operated by a bank under section 584(a)

11 – A financial institution

12 – A middleman known in the investment community as a nominee or custodian

13 – A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A – An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B – The United States or any of its agencies or instrumentalities

C – A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D – A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E – A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F – A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G – A real estate investment trust

H – A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I – A common trust fund as defined in section 584(a)

J – A bank as defined in section 581

K – A broker

L – A trust exempt from tax under section 664 or described in section 4947(a)(1)

M – A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

* **Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

QuickLinks

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY
INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER FOR

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.2

NOTICE OF GUARANTEED DELIVERY

AECOM

Exchange Offer:

Offer to Exchange $1,000,000,000
Aggregate Principal Amount of Newly Issued
5.125% Senior Notes Due 2027
for
a Like Principal Amount of Outstanding Restricted
5.125% Senior Notes Due 2027

Pursuant to the Prospectus, dated , 2017

THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "*EXPIRATION TIME*"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.

Registered holders of (i) outstanding restricted 5.125% Senior Notes due 2027 (the "***Old Notes***") who wish to tender their Old Notes for a like principal amount of newly issued 5.125% Senior Notes due 2027 (the "***New Notes***") that have been registered under the Securities Act of 1933, as amended (the "***Securities Act***") ,who cannot deliver their Letter of Transmittal (and any other documents required by the Letter of Transmittal) to U.S. Bank National Association, as exchange agent (the "***Exchange Agent***") or who cannot complete the procedures for book-entry transfer on a timely basis at or prior to the Expiration Time, may use this Notice of Guaranteed Delivery or one substantially equivalent hereto. This Notice of Guaranteed Delivery may be delivered by hand or sent by facsimile transmission (receipt confirmed by telephone and an original delivered by guaranteed overnight courier to the Exchange Agent) or mail to the Exchange Agent. See "The Exchange Offer —Exchange Offer Procedures" in the Prospectus dated , 2017 (the "***Prospectus***") of AECOM (the "***Issuer***"). Capitalized terms used but not defined herein have the respective meanings given to them in the Prospectus.

The Exchange Agent for the Exchange Offer is:

U.S. Bank National Association

By Mail or In Person:
U.S. Bank National Association
Global Corporate Trust Services
Attention: Specialized Finance
111 Filmore Avenue East, EP-MN-WS2N
St. Paul, MN 55107-1402

By Email or Facsimile Transmission (for Eligible Institutions Only):
Email:cts.specfinance@usbank.com
Fax: (651) 466-7367

For Information and to Confirm by Telephone:
(800) 934-6802

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS INSTRUMENT VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

Upon the terms and conditions set forth in the Prospectus, the undersigned hereby tenders to the Issuer the principal amount of the Old Notes set forth below pursuant to the guaranteed delivery procedures set forth in the Prospectus under "The Exchange Offer—Guaranteed Delivery Procedures."

The undersigned understands and acknowledges that the Issuer's exchange offer for Old Notes (the "***Exchange Offer***") will expire at 5:00 p.m., New York City time, on , 2017, unless extended by the Issuer. With respect to the Exchange Offer, "***Expiration Time***" means such time and date, or if the Exchange Offer is extended, the latest time and date to which the Exchange Offer is so extended by the Issuer.

Principal Amount of Old Notes Tendered (must be in minimum denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof):

$ _____

Provide the account number for delivery of Old Notes by book-entry transfer to The Depository Trust Company ("***DTC***").

Account Number _____

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding upon the heirs, personal representatives, executors, administrators, successors and assigns, trustees in bankruptcy and other legal representatives of the undersigned.

PLEASE SIGN HERE

Signature(s) of Owner	**Date**

Area Code and Telephone Number _____

Must be signed by the holder(s) of Old Notes as their names(s) appear(s) on a security position listing of the Old Notes, or by person(s) authorized to become registered holder(s) by endorsement and documents transmitted with this Notice of Guaranteed Delivery. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her full title below.

Please print name(s) and address(es)

Name(s) _____

_____

_____

_____

Capacity _____

Address(es) _____

_____

_____

GUARANTEE
(Not to be used for signature guarantee)

The undersigned, an Eligible Institution (including most banks, savings and loan associations and brokerage houses) which is a member of a registered national securities exchange or a member of the Financial Industry Regulatory Authority, or a commercial bank or trust company having an office or correspondent in the United States, hereby guarantees that the certificates for all physically tendered Old Notes, in proper form for transfer, or a Book-Entry Confirmation, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof or, in the case of a Book-Entry Confirmation, an Agent's Message in lieu thereof) with any required signature guarantees and any other documents required by the Letter of Transmittal, will be received by the Exchange Agent at the address set forth above, within three (3) business days after the date of execution of this Notice of Guaranteed Delivery.

The undersigned acknowledges that it must deliver the Letter of Transmittal and the Old Notes tendered hereby to the Exchange Agent within the time period set forth above and that failure to do so could result in a financial loss to the undersigned.

Name of Firm	**Authorized Signature**
Address	**Title**
Zip Code	**(Please Type or Print)**

QuickLinks

Exhibit 99.2

PLEASE SIGN HERE
GUARANTEE (Not to be used for signature guarantee)

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 99.3

LETTER TO BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES, AND OTHER NOMINEES

$1,000,000,000

AECOM

Exchange Offer for All Outstanding

$1,000,000,000 Aggregate Principal Amount of Restricted 5.125% Senior Notes Due 2027
(CUSIP Nos. 00774C AA5 and U0081C AA0)
for new 5.125% Senior Notes Due 2027
that have been registered under the Securities Act of 1933
Pursuant to the Prospectus dated , 2017

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "*EXPIRATION TIME*"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.

To Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees:

AECOM, a Delaware corporation ("***we***" or the "***Issuer***") is offering to exchange, upon the terms and subject to the conditions set forth in the prospectus dated , 2017 (the "***Prospectus***"), and the accompanying Letter of Transmittal (the "***Letter of Transmittal***"), up to $1,000,000,000 in aggregate principal amount of new senior notes consisting of $1,000,000,000 aggregate principal amount of 5.125% Senior Notes due 2027 (the "***New Notes***") that have been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), for a like principal amount of the outstanding 5.125% Senior Notes due 2027 (the "***Old Notes***"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal (the "***Exchange Offer***"). The Exchange Offer is being made pursuant to the registration rights agreement that we entered into with the initial purchasers in connection with the issuance of the Old Notes. As set forth in the Prospectus, the terms of the New Notes are substantially identical to the Old Notes, except that the New Notes will be registered under the Securities Act and the transfer restrictions, registration rights and related additional interest provisions applicable to the Old Notes will not apply to the New Notes. The Prospectus and the Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the respective meanings given to them in the Prospectus.

We are requesting that you contact your clients for whom you hold Old Notes regarding the Exchange Offer. For your information and for forwarding to your clients for whom you hold Old Notes registered in your name or in the name of your nominee, we are enclosing the following documents:

1. Prospectus dated , 2017;

2. The Letter of Transmittal for your use and for the information of your clients;

3. A form of letter that may be sent to your clients for whose account you hold Old Notes registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions with regard to the Exchange Offer;

4. Substitute Form W-9 and Guidelines for Certification of Taxpayer identification number on Substitute Form W-9; and

5. A Notice of Guaranteed Delivery to be used to accept the Exchange Offer if, at or prior to the Expiration Time, certificates for Old Notes are not available, if time will not permit all required documents to reach the Exchange Agent or if the procedure for book-entry transfer cannot be completed.

Your prompt action is required. The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2017, unless extended. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time at or prior to the Expiration Time.

To participate in the Exchange Offer, a duly executed and properly completed Letter of Transmittal (or facsimile thereof or Agent's Message in lieu thereof), with any required signature guarantees and any other required documents, must be sent to the Exchange Agent and certificates representing the Old Notes must be delivered to the Exchange Agent (or book-entry transfer of the Old Notes must be made into the Exchange Agent's account at DTC), all in accordance with the instructions set forth in the Letter of Transmittal and the Prospectus.

The Issuer will, upon request, reimburse brokers, dealers, commercial banks and trust companies for reasonable and necessary costs and expenses incurred by them in forwarding the Prospectus and the related documents to the beneficial owners of Old Notes held by such brokers, dealers, commercial banks, and trust companies as nominee or in a fiduciary capacity. The Issuer will pay or cause to be paid all transfer taxes applicable to the exchange of Old Notes pursuant to the Exchange Offer, except as set forth in Instruction 6 of the Letter of Transmittal.

Any inquiries you may have regarding the procedure for tendering Old Notes pursuant to the Exchange Offer, or requests for additional copies of the enclosed materials, should be directed to U.S. Bank National Association, as the Exchange Agent for the Exchange Offer, at its address and telephone number set forth on the front of the Letter of Transmittal.

Very truly yours,

AECOM

NOTHING HEREIN OR IN THE ENCLOSED DOCUMENTS CONSTITUTES YOU OR ANY OTHER PERSON AS AN AGENT OF THE ISSUER OR THE EXCHANGE AGENT, OR AUTHORIZES YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE EXCHANGE OFFER, EXCEPT FOR STATEMENTS EXPRESSLY MADE IN THE PROSPECTUS OR THE LETTER OF TRANSMITTAL.

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Exhibit 99.4

LETTER TO CLIENTS

$1,000,000,000

AECOM

Exchange Offer for All Outstanding

$1,000,000,000 Aggregate Principal Amount of Restricted 5.125% Senior Notes Due 2027
(CUSIP Nos. 00774C AA5 and U0081C AAD)
for new 5.125% Senior Notes Due 2027
that have been registered under the Securities Act of 1933

Pursuant to the Prospectus dated , 2017

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2017, UNLESS EXTENDED (SUCH TIME AND DATE, AS THE SAME MAY BE EXTENDED FROM TIME TO TIME, THE "*EXPIRATION TIME*"). TENDERS MAY BE WITHDRAWN AT ANY TIME AT OR PRIOR TO THE EXPIRATION TIME.

To our Clients:

Enclosed for your consideration is the Prospectus dated , 2017 (the "***Prospectus***"), and the accompanying Letter of Transmittal (the "***Letter of Transmittal***") that together constitute the offer (the "***Exchange Offer***") of AECOM, a Delaware corporation (the "***Issuer***") to exchange up to $1,000,000,000 in aggregate principal amount of new senior notes consisting of $1,000,000,000 aggregate principal amount of 5.125% Senior Notes due 2027 (the "***New Notes***") that have been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), for a like principal amount of the outstanding 5.125% Senior Notes due 2027 (the "***Old Notes***"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal. The Exchange Offer is being made pursuant to the registration rights agreement that the Issuer entered into with the initial purchasers in connection with the issuance of the Old Notes. As set forth in the Prospectus, the terms of the New Notes are substantially identical to the Old Notes, except that the New Notes will be registered under the Securities Act and the transfer restrictions, registration rights and related additional interest provisions applicable to the Old Notes will not apply to the New Notes. The Prospectus and the Letter of Transmittal more fully describe the Exchange Offer. Capitalized terms used but not defined herein have the respective meanings given to them in the Prospectus.

This material is being forwarded to you as the beneficial owner of the Old Notes carried by us in your account, but not registered in your name. **A tender of such Old Notes can be made only by us as the registered holder for your account and pursuant to your instructions. The enclosed Letter of Transmittal is furnished to you for your information only and cannot be used to tender Old Notes.**

Accordingly, we request instructions as to whether you wish us to tender on your behalf the Old Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal.

The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2017, unless extended by the Issuer. If you desire to exchange your Old Notes in the Exchange Offer, your instructions should be forwarded to us as promptly as possible in order to permit us to tender the Old Notes on your behalf at or prior to the Expiration Time in accordance with the provisions of the Exchange Offer. Any Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time at or prior to the Expiration Time.

Your attention is directed to the following:

1. The Exchange Offer is described in and subject to the terms and conditions set forth in the Prospectus and the Letter of Transmittal.

2. The Exchange Offer is for any and all Old Notes.

3. Subject to the terms and conditions of the Exchange Offer, the Issuer will accept for exchange promptly following the Expiration Time all Old Notes validly tendered and will issue New Notes after such acceptance.

4. Any transfer taxes incident to the transfer of Old Notes from the holder to the Issuer will be paid by the Issuer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

5. The Exchange Offer expires at 5:00 p.m., New York City time, on , 2017, unless extended by the Issuer. If you desire to tender any Old Notes pursuant to the Exchange Offer, we must receive your instructions in ample time to permit us to effect a tender of the Old Notes on your behalf at or prior to the Expiration Time.

Pursuant to the Letter of Transmittal, each holder of Old Notes must represent to the Issuer that:

- the holder is not an "affiliate," as defined under Rule 405 of the Securities Act, of the Issuer or any guarantor of the Old Notes;
- the New Notes issued in the Exchange Offer are being acquired in the ordinary course of business of the holder;
- neither the holder nor, to the actual knowledge of such holder, any other person receiving New Notes from such holder, has any arrangement or understanding with any person to participate in the distribution of the New Notes;
- if the holder is not a broker-dealer, the holder is not engaged in, and does not intend to engage in, a distribution of the New Notes and has no arrangements or understandings with any person to participate in a distribution of the New Notes;
- if the holder is a broker-dealer, the holder will receive New Notes for its own account in exchange for Old Notes, the Old Notes to be exchanged by the holder for New Notes were acquired by it as a result of market-making activities or other trading activities (and not directly from the Issuer), and the holder will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus in connection with the resale of the New Notes, the holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act, and such holder will comply with the applicable provisions of the Securities Act with respect to resale of any New Notes.

Any person who is an affiliate of the Issuer or any guarantor of the Old Notes, or is participating in the Exchange Offer for the purpose of distributing the New Notes, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale transaction of the New Notes acquired by such person and such person cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its series of interpretative no-action letters with respect to exchange offers.

The enclosed "Instructions to Registered Holder from Beneficial Owner" form contains an authorization by you, as the beneficial owner of Old Notes, for us to make, among other things, the foregoing representations on your behalf.

We urge you to read the enclosed Prospectus and Letter of Transmittal in conjunction with the Exchange Offer carefully before instructing us to tender your Old Notes. If you wish to tender any or all of the Old Notes held by us for your account, please so instruct us by completing, executing, detaching, and returning to us the instruction form attached hereto.

None of the Old Notes held by us for your account will be tendered unless we receive written instructions from you to do so. In addition, unless a specific contrary instruction is given, your signature on the attached "Instructions to Registered Holder from Beneficial Holder" constitutes an instruction to us to tender ALL of the Old Notes held by us for your account.

AECOM

Instructions to Registered Holder
from Beneficial Owner
of

5.125% Senior Notes Due 2027
(CUSIP Nos. 00774C AA5 and U0081C AAD)

The undersigned acknowledges receipt of the prospectus dated , 2017 (the "***Prospectus***") of AECOM, a Delaware corporation (the "***Issuer***"), and the accompanying Letter of Transmittal (the "***Letter of Transmittal***"), that together constitute the offer (the "***Exchange Offer***") to exchange up to $1,000,000,000 in aggregate principal amount of new Senior Notes consisting of $1,000,000,000 aggregate principal amount of 5.125% Senior Notes due 2027 (the "***New Notes***") that have been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), for a like principal amount of the outstanding 5.125% Senior Notes due 2027 (the "***Old Notes***"), upon the terms and subject to the conditions set forth in the Prospectus and the Letter of Transmittal.

This will instruct you, the registered holder, as to the action to be taken by you relating to the Exchange Offer with respect to the Old Notes held by you for the account of the undersigned, on the terms and subject to the conditions in the Prospectus and Letter of Transmittal.

The aggregate face amount of the Old Notes held by you for the account of the undersigned is (fill in the amount):

$_____ of the 5.125% Senior Notes Due 2027

With respect to the Exchange Offer, the undersigned instructs you (check appropriate box):

o To TENDER the following Old Notes held by you for the account of the undersigned (insert principal amount of the Old Notes to be tendered, if less than all):

$_____ of the 5.125% Senior Notes Due 2027

o NOT to TENDER any Old Notes held by you for the account of the undersigned.

If the undersigned is instructing you to **TENDER** any Old Notes held by you for the account of the undersigned, the undersigned agrees and acknowledges that you are authorized:

- to make, on behalf of the undersigned (and the undersigned, by its signature below, makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Old Notes, including but not limited to the representations that:

  - the undersigned is not an "affiliate" of the Issuer or any guarantor of the Old Notes as defined under Rule 405 of the Securities Act;
  - the undersigned is acquiring New Notes to be issued in the Exchange Offer in the ordinary course of business of the undersigned;
  - neither the undersigned nor, to the actual knowledge of the undersigned, any other persons receiving New Notes from the undersigned, has any arrangement or understanding with any person to participate in the distribution of the New Notes;
  - if the undersigned is not a broker-dealer, the undersigned is not engaged in, and does not intend to engage in, a distribution of the New Notes and has no arrangements or understandings with any person to participate in a distribution of the New Notes;
  - if the undersigned is a broker-dealer, the undersigned will receive New Notes for its own account in exchange for Old Notes, the Old Notes to be exchanged by the undersigned for the New Notes were acquired by it as a result of market-making activities or other trading

activities (and not directly from the Issuer), and the undersigned will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act, and such holder will comply with the applicable provisions of the Securities Act with respect to resale of any New Notes; and

- the undersigned acknowledges that any person who is an affiliate of the Issuer or any guarantor of the Old Notes or is participating in the Exchange Offer for the purpose of distributing the New Notes must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a resale transaction of the New Notes acquired by such person and such person cannot rely on the position of the staff of the Securities and Exchange Commission enunciated in its series of interpretative no-action letters with respect to exchange offers;

- to agree, on behalf of the undersigned, as set forth in the Letter of Transmittal; and

- to take such other action as necessary under the Prospectus or the Letter of Transmittal to effect the valid tender of Old Notes.

SIGN HERE

Name of Beneficial Owner: _____

Signature: _____

Capacity (full title)(1) _____

Address: _____

Telephone Number: _____

Taxpayer Identification Number or Social Security Number: _____

o CHECK HERE IF YOU ARE A BROKER DEALER

Date: _____, 2017

(1) Please provide if signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation, or other person acting in a fiduciary or representative capacity.

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SIGN HERE