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**As filed with the Securities and Exchange Commission on July 6, 2015**

**Registration No. 333-**

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

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# FORM S-4
**REGISTRATION STATEMENT**
**Under**
**THE SECURITIES ACT OF 1933**

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# AECOM*
(Exact name of registrant as specified in its charter)

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| **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)

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**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**

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**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, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act (check one):

| Large accelerated filer ☒ | Accelerated filer o | Non-accelerated filer o<br>(Do not check if a smaller reporting company) | Smaller reporting company 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

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**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 |
|---|---|---|---|---|
| 5.750% Senior Notes due 2022 | $800,000,000 | 100% | $800,000,000 | $92,960 |
| 5.875% Senior Notes due 2024 | $800,000,000 | 100% | $800,000,000 | $92,960 |
| Guarantees of 5.750% Senior Notes due 2022(2) | — | — | — | (3) |
| Guarantees of 5.875% Senior Notes due 2024(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 | California | 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 | Delaware | 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 |
| URS CORPORATION GREAT LAKES | 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 |
| URS E&C HOLDINGS, INC. | 8711 | Delaware | 26-1320627 |
| URS 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 |
| URS INTERNATIONAL, INC. | 8711 | Delaware | 94-3128864 |
| URS INTERNATIONAL PROJECTS, INC. | 8711 | Nevada | 82-0441351 |
| URS NUCLEAR LLC | 8711 | Delaware | 26-3899844 |
| URS OPERATING SERVICES, INC. | 8711 | Delaware | 94-3216333 |
| URS PROFESSIONAL SOLUTIONS 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 these securities 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 July 6, 2015**

**PRELIMINARY PROSPECTUS**

**$1,600,000,000**

## Exchange Offer:

## New $800,000,000 5.750% Senior Notes due 2022 for $800,000,000 5.750% Senior Notes due 2022
## New $800,000,000 5.875% Senior Notes due 2024 for $800,000,000 5.875% Senior Notes due 2024

*The Exchange Offer will expire at 5:00 p.m., New York City time,*
*on , 2015, unless extended.*

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**The Exchange Notes:**

We are offering to exchange:

- New $800,000,000 5.750% Senior Notes due 2022 (the "new 2022 notes") that have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for outstanding unregistered $800,000,000 5.750% Senior Notes due 2022 (the "old 2022 notes" and, together with the new 2022 notes, the "2022 notes").

- New $800,000,000 5.875% Senior Notes due 2024 (the "new 2024 notes" and, together with the new 2022 notes, the "new notes") that have been registered under the Securities Act for outstanding unregistered $800,000,000 5.875% Senior Notes due 2024 (the "old 2024 notes" and, together with the old 2022 notes, 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 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 , 2015, 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.

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### 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 , 2015**

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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 fiscal year ended September 30, 2014 (excluding Items 1, 7 and 8 thereof, which, for the purposes of this prospectus, are superseded by the comparable Items included in Exhibit 99.1 to our Current Report on Form 8-K filed with the SEC on July 6, 2015);
- our Quarterly Reports on Form 10-Q for the fiscal quarters ended December 31, 2014 and March 31, 2015 (excluding Item 1 thereof, which, for the purposes of this prospectus, is superseded by Exhibit 99.2 to our Current Report on Form 8-K filed with the SEC on July 6, 2015);
- our Current Reports on Form 8-K filed with the SEC on October 8, 2014, October 17, 2014, November 26, 2014, January 9, 2015, March 6, 2015 and July 6, 2015;
- our Definitive Proxy Statement on Schedule 14A filed with the SEC on January 23, 2015;
- exhibit 99.1 to the Current Report on Form 8-K of URS Corporation ("URS") filed with the SEC on August 1, 2014 (pages lxiv through cxxxi only);
- the Annual Report on Form 10-K of URS for the fiscal year ended January 3, 2014 (the disclosure in Item 9A under the heading "Management's Annual Report on Internal Control over Financial Reporting" only); 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 , 2015, which is five business days before the expiration of the exchange offer.

WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH ANY ADDITIONAL INFORMATION OR ANY INFORMATION THAT IS DIFFERENT FROM THAT CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS. WE TAKE NO RESPONSIBILITY FOR, AND CAN PROVIDE NO ASSURANCE AS TO THE RELIABILITY OF, ANY OTHER INFORMATION THAT OTHERS MAY GIVE YOU. YOU SHOULD NOT ASSUME THAT THE INFORMATION CONTAINED IN THIS PROSPECTUS IS ACCURATE AS OF ANY DATE OTHER THAN THE DATE HEREOF, UNLESS WE OTHERWISE NOTE IN 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 with respect to the Company, the engineering and construction industry and impact of the acquisition of URS on our business and operations. Statements that are not historical facts, without limitation, including 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, including the documents 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. Although management believes that the assumptions underlying the forward-looking statements are reasonable, these assumptions and the forward-looking statements are subject to various factors, risks and uncertainties, many of which are beyond our control, including, but not limited to, our 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 fact that demand for our services is cyclical and vulnerable to economic downturns and reduction in government and private industry spending; 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; cyber security breaches; information technology interruptions or data losses; liabilities under environmental laws; fluctuations in demand for oil and gas services; our substantial indebtedness; covenant restrictions in our indebtedness; the ability to successfully integrate our operations and employees with that of URS; the ability to realize anticipated

benefits and synergies from the URS acquisition; the impact of the URS acquisition on relationships, including with employees, customers and competitors; the ability to retain key personnel; the amount of the costs, fees, expenses and charges related to the URS acquisition; changes in financial markets, interest rates and foreign currency exchange rates; and those additional risks and factors discussed in this prospectus, our SEC filings incorporated by reference in this prospectus and any subsequent reports we file with the SEC. Accordingly, actual results could differ materially from those contemplated by any forward-looking statement.

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

## 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 provider of professional technical and management support services for public and private clients around the world. We provide our services in broad range of end markets through a network of approximately 95,000 employees. On October 17, 2014, we completed the acquisition of URS. In connection with the acquisition of URS, we changed our reportable segments to reflect the operations of the combined company, including the ability to deliver more fully integrated project execution. We now report our business through three segments: Design and Consulting Services ("DCS"), Construction Services ("CS"), and Management Services ("MS"). Our DCS segment delivers 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. Our CS segment provides construction services, including building construction and energy, infrastructure and industrial construction, primarily in the Americas. Our MS segment provides 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.

### 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."

### Risk Factors

Our success in achieving our objectives and expectations is dependent upon, among other things, general economic conditions, competitive conditions and certai 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, 2015. 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 a 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 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 October 6, 2014, we completed a private placement of $800,000,000 aggregate principal amount of 5.750% Senior Notes due 2022 and $800,000,000 aggregate principal amount of 5.875% Senior Notes due 2024. 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 oth things, to complete this exchange offer for the old notes. |
| **Old Notes** | $800,000,000 unregistered 5.750% Senior Notes due 2022<br><br>$800,000,000 unregistered 5.875% Senior Notes due 2024 |
| **New Notes** | New $800,000,000 5.750% Senior Notes due 2022<br><br>New $800,000,000 5.875% Senior Notes due 2024 |
| **The Exchange Offer** | We are offering to issue registered new notes in exchange for a like principal amount and like denomination of our unregistered old notes of the same series. 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 , 2015, 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 transmitta accompanying this prospectus (the "Letter of Transmittal") in accordance with the instructions contained in it and forwar 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 promptly after the expiration or termination of the exchange offer. The new notes will be delivered promptly 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 th 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 prospectu 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 ol 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 each series of 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** | New $800,000,000 5.750% Senior Notes due 2022 |
| | New $800,000,000 5.875% Senior Notes due 2024 |
| **Maturity** | The new 2022 notes will mature on October 15, 2022. |
| | The new 2024 notes will mature on October 15, 2024. |
| **Interest Rates** | The new 2022 notes will bear interest at a rate of 5.750% per annum. |
| | The new 2024 notes will bear interest at a rate of 5.875% per annum. |
| **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 th obligations under our new credit agreement entered into on October 17, 2014 (as may be amended from time to time, the "2014 Credit Agreement"). 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** | The new 2022 notes will be redeemable on or after October 15, 2017 at the redemption prices specified under "Descriptio of the New Notes—Optional Redemption." Prior to October 15, 2017, we may redeem some or all of the new 2022 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. Also, we may redeem up to 35% of the 2022 notes before October 15, 2017 with the net cash proceeds from certain equity offerings. Prior to July 15, 2024 (three months prior to the maturity date), we may redeem some or all of the new 2024 notes at a redemption price of 100% of the principal amount, plus accrued and unpai interest, if any, to the redemption date, |

| | |
|---|---|
| | plus a "make whole" premium. In addition, on or after July 15, 2024 (three months prior to the maturity date), the new 2024 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. 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 some of our subsidiaries to:<br>• incur additional indebtedness;<br>• pay dividends, make other distributions or repurchase or redeem our capital stock;<br>• prepay, redeem or repurchase certain debt;<br>• make loans and investments;<br>• sell, transfer or otherwise dispose of assets;<br>• incur or permit to exist certain liens;<br>• enter into certain types of transactions with affiliates;<br>• enter into agreements restricting our subsidiaries' ability to pay dividends; and<br>• 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 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, 2014 | September 30, 2013 | September 30, 2012 | September 30, 2011 | September 30, 2010 | March 31, 2015 | March 31, 2014 |
| Consolidated ratio of earnings to fixed charges | 4.1x | 4.8x | 1.0x | 4.8x | 6.7x | n/a(1) | 3.4x |

(1) Earnings for the six-months ended March 31, 2015 were inadequate to cover fixed charges primarily due to acquisition and integration expenses and the corresponding interest related to the acquisition of URS. The coverage deficiency was approximately $189 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, 2015, 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 Related 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 $4,868 million of indebtedness (excluding intercompany indebtedness) outstanding as of March 31, 2015, of which $2,834 million was secured (exclusive of $439 million of outstanding undrawn letters of credit), and had an additional $952 million of availability under our 2014 Credit Agreement (after giving effect to outstanding financial 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 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 2014 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 2014 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.

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.

***The new notes and the new guarantees are unsecured and will be effectively subordinated to our and our guarantors' indebtedness under the 2014 Credit Agreement 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 the 2014 Credit Agreement is accelerated, the lenders under the 2014 Credit Agreement 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 the 2014 Credit Agreement). 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. Our 2014 Credit Agreement and the indenture that governs the new notes contain restrictions on the incurrence of additional indebtedness, but 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.

***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 2014 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, the 2014 Credit Agreement also requires us to comply with an interest coverage ratio and consolidated leverage ratio. Our ability to comply with this ratio may be affected by events beyond our control.

These restrictions could (1) 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 (2) 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, such 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 variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.***

Borrowings under our 2014 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. For example, if short term floating interest rates had increased by 1.0% or decreased by 0.125%, our interest expense for the six months ended March 31, 2015 would have increased by $10.6 million or decreased by $1.1 million, respectively. We may, from time to time, enter into 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 restrict, among other things, our ability to pay distributions, 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."

***Our 2014 Credit Agreement may prohibit us from making payments on the new notes.***

Our 2014 Credit Agreement 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, the 2014 Credit Agreement 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, which in turn would likely be a default under the 2014 Credit Agreement and other outstanding and future indebtedness.

***We may not be able to purchase the new notes upon a change of control, which would result in a default under the indenture governing 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 to the date of purchase. Additionally, under the 2014 Credit Agreement, a change of control (as defined therein) constitutes an event of default that permits the lenders to accelerate the maturity of borrowings under our 2014 Credit Agreement and terminate their commitments to lend. The source of funds for any purchase of the new notes and repayment of borrowings under our 2014 Credit Agreement 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.

***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 are guaranteed by our domestic subsidiaries that guarantee certain material 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 you may lose the benefit of a guarantee.***

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, or in a transaction not subject to, the registration requirements of 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, 2014 | September 30, 2013 | September 30, 2012 | September 30, 2011 | September 30, 2010 | March 31, 2015 | March 31, 2014 |
| Consolidated ratio of earnings to fixed charges | 4.1x | 4.8x | 1.0x | 4.8x | 6.7x | n/a(1) | 3.4x |

(1) Earnings for the six-months ended March 31, 2015 were inadequate to cover fixed charges primarily due to acquisition and integration expenses and the corresponding interest related to the acquisition of URS. The coverage deficiency was approximately $189 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 October 6, 2014, 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 November 2, 2015; 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 November 2, 2015;
- cause the Shelf Registration Statement to be declared effective on or prior to December 30, 2015; 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 November 2, 2015.

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 , 2015, 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, either:

- 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 National Association of Securities Dealers, Inc., 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, promptly 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 promptly 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. 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 soon 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
Attention: Specialized Finance—Mike Tate
111 Filmore Avenue
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 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 September 17, 2014, 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 2022 notes" refers to AECOM's $800,000,000 5.750% Senior Notes due 2022 that have been registered under the Securities Act. The term "new 2024 notes" refers to AECOM's $800,000,000 5.875% Senior Notes due 2024 that have been registered under the Securities Act. The term "new notes" refers collectively to the new 2022 notes and the new 2024 notes. The term "old notes" refers collectively to AECOM's outstanding unregistered $800,000,000 5.750% Senior Notes due 2022, which we refer to as the "old 2022 notes," and AECOM's outstanding unregistered $800,000,000 5.875% Senior Notes due 2024, which we refer to as the "old 2024 notes." The term "2022 notes" refers collectively to the new 2022 notes and the old 2022 notes, and the term "2024 notes" refers collectively to the new 2024 notes and the old 2024 notes. 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 October 6, 2014, 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 each series of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). You should refer to the Indenture and the Trust Indenture Act 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 these documents, and not this description, define your rights as holders of the new notes, including certain definitions used in this section.

For purposes of this section, the term "Company" refers 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.

**Principal, Maturity and Interest**

The Company may issue additional 2022 notes (the "Additional 2022 Notes") and additional 2024 notes (the "Additional 2024 Notes" and, together with the Additional 2022 Notes, the "Additional Notes") from time to time after this offering. Any offering of Additional Notes is subject to the restrictions described under the caption "—Certain Covenants—Limitation on Indebtedness" below. Additional Notes of each series that are not fungible with other Notes of such series 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 of each series and any Additional Notes of such series subsequently issued under the Indenture would be treated as a single class of Notes for such series 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 2022 notes will mature on October 15, 2022 and the new 2024 notes will mature on October 15, 2024.

Each new 2022 note will bear interest at a rate of 5.750% per annum and each new 2024 note will bear interest at a rate of 5.875% per annum. We will pay interest semi-annually to Holders of record at the close of business on April 1 or October 1 immediately preceding the interest payment date on April 15 and October 15 of each year. 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 each series of 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 633 West Fifth Street, 24th Floor, Los Angeles, California 90071, Attn: B. Scarbrough (AECOM Senior Notes due 2022 and 2024). 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 of each series will be able to transfer or exchange Notes of such series. 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 of such series to be redeemed or purchased or within 15 days of an interest payment date. The Notes of such series 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**

***2022 Notes***

Except as set forth in the following paragraphs, we may not redeem the 2022 notes prior to October 15, 2017. At any time and from time to time on or after October 15, 2017, we may redeem the 2022 notes, in whole or in part, at once or over time, on not less than 30 nor more than 60 days' prior notice, at the following redemption prices, expressed as percentages of principal amount, plus accrued and unpaid interest thereon to 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, if redeemed during the 12-month period commencing on October 15 of the years set forth below:

| Year | Redemption Price |
|---|---|
| 2017 | 104.313% |
| 2018 | 102.875% |
| 2019 | 101.438% |
| 2020 and thereafter | 100.000% |

In addition, at any time and from time to time prior to October 15, 2017, we may redeem, on one or more occasions, up to a maximum of 35% of the original aggregate principal amount of the 2022 notes, calculated after giving effect to any issuance of Additional 2022 Notes, with the Net Cash Proceeds of one or more Qualified Equity Offerings at a redemption price equal to 105.750% of the principal amount thereof, plus accrued and unpaid interest thereon to 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 2022 notes, calculated after giving effect to any issuance of Additional 2022 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.

At any time and from time to time prior to October 15, 2017, the Company may redeem on one or more occasions all or part of the 2022 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 the date of redemption.

The Company will have the right to redeem the 2022 notes at 101% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption, following the consummation of a Change of Control if at least 90% of the 2022 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.

***2024 Notes***

We may not redeem the 2024 notes except pursuant to this paragraph and the following paragraph. At any time and from time to time prior to July 15, 2024 (three months prior to the maturity date), the Company may redeem on one or more occasions all or part of the 2024 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 the date of redemption. In addition, on or after July 15, 2024 (three months prior to the maturity date), the 2024 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 the date of redemption.

The Company will have the right to redeem the 2024 notes at 101% of the principal amount thereof, plus accrued and unpaid interest to the date of redemption, following the consummation of a Change of Control if at least 90% of the 2024 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 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 securities offering, financing or Change of Control.

**Selection**

If we redeem less than all of the Notes of either series, the trustee or applicable depositary will select the Notes of such series 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 Notes of such series 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 of such series 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 of each series, 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.

We and our subsidiaries had approximately $4,868 million of indebtedness (excluding intercompany indebtedness) outstanding as of March 31, 2015, of which $2,834 million was secured (exclusive of $439 million of outstanding undrawn letters of credit), and had an additional $952 million of availability under our 2014 Credit Agreement (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. 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**

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 under the caption "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock" below, 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 under the caption "—Defeasance" or "—Satisfaction and Discharge" below, 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 of either series 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 such series 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 of either series pursuant to this section in the event that it has exercised its right to redeem all the Notes of such series 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 of such series 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 of each series 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 such series 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 of either series 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 of either series 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 of either series 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 described under the caption "—Certain Covenants—Limitation on Indebtedness" below Such restrictions can only be waived with the consent of the Holders of a majority in principal amount of the Notes of such series then outstanding. Except for the limitations contained in that covenant and as described under the caption "—Merger and Consolidation" below, however, the Indenture will not contain any covenants or provisions that may afford Holders of such series 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 of either series 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 of either series 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 of either series 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 of such series 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 with respect to such series (such suspended covenants, collectively, the "Suspended Covenants"):

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

(b) "—Certain Covenants—Limitation on Restricted Payments";

(c) "—Certain Covenants—Limitation on Restrictions on Distributions from Restricted Subsidiaries";

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

(e) "—Certain Covenants—Limitation on Transactions with Affiliates"; and

(f) clause (3) of the first paragraph under the caption "—Merger and Consolidation" below.

Upon the occurrence of a Covenant Suspension Event with respect to such series, 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 Suspension Period (as defined below). 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"), neither the Company's Board of Directors nor any Officer may designate any of the Company's Subsidiaries as Unrestricted Subsidiaries pursuant to the definition of "Unrestricted Subsidiary."

Notwithstanding the foregoing, if on any date (the "Reversion Date") subsequent to any Suspension Date, the rating on the Notes of such series 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 with respect to such series as having been outstanding on the Effective Date, so that it is classified as permitted under clause (b)(3)(B) under the caption "—Certain Covenants—Limitation on Indebtedness" below. Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under the reinstated restrictions described under the caption "—Certain Covenants—Limitation on Restricted Payments" below will be made as if the restrictions described under the caption "—Certain Covenants—Limitation on Restricted Payments" below had been in effect since the date of the Indenture. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments described under the first paragraph under the caption "—Certain Covenants—Limitation on Restricted Payments" below. In addition, for purposes of the reinstatement of the restrictions described under the caption "—Certain Covenants—Limitation on Transactions with Affiliates" below with respect to such series, all agreements and arrangements entered into by the Company or any Restricted Subsidiary with an Affiliate of the Company during the Suspension Period will be deemed to have been existing as of the Effective Date. Also, any encumbrance or restriction of the type described under the caption "—Certain Covenants—Limitation on Restrictions on Distributions from Restricted Subsidiaries" below with respect to such series incurred during the Suspension Period will be deemed to have been in effect on the Effective Date. Notwithstanding the reinstatement of the Suspended Covenants, no Default or Event of Default with respect to such series 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 of either series 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 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 less the aggregate amount of all Net Available Cash from Asset Dispositions applied by the Company or any Restricted Subsidiary thereof to permanently repay any such Indebtedness as described under the caption "—Limitation on Sales of Assets and Subsidiary Stock" below;

(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 of each series (not including any Additional Notes of such series) and the Subsidiary Guarantees (and any exchange Notes of each series and Guarantees thereof) or (B) outstanding on the Effective Date (other than the Indebtedness described in clause (1) or (2) above) after giving effect to the use of proceeds from the old notes of each series and the other transactions consummated in connection with the issuance thereof;

(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 the paragraph (a) of this section "—Limitation on Indebtedness" 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 Effective 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) $250,000,000 and (B) 6.25% of Consolidated Net Worth as of the last day of the most recent fiscal year.

(c) Notwithstanding any other provision of this section "—Limitation on Indebtedness," 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 Effective Date shall be treated as Incurred pursuant to clause (1) of paragraph (b) above in this section "—Limitation on Indebtedness,"

(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 of each series 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 Restricted Payments***

(a) The Company will not, and will not permit any Restricted Subsidiary, directly or indirectly, to:

(1) declare or pay any dividend, make any distribution on or in respect of its Capital Stock or make any similar payment (including any payment in connection with any merger or consolidation involving the Company or any Restricted Subsidiary of the Company) to the direct or indirect holders of its Capital Stock, except (A) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock), (B) dividends or distributions payable to the Company or a Restricted Subsidiary (and, if such Restricted Subsidiary has shareholders other than the Company or other Restricted Subsidiaries, to its other shareholders on a pro rata basis or on a basis more favorable to the Company and its Restricted Subsidiaries than pro rata),

(2) purchase, repurchase, redeem, retire or otherwise acquire for value any Capital Stock of the Company held by Persons other than the Company or a Restricted Subsidiary,

(3) purchase, repurchase, redeem, retire, defease or otherwise acquire for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment, any Subordinated Obligations (other than the purchase, repurchase, redemption, retirement, defeasance or other acquisition for value of (A) Subordinated Obligations acquired in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of

the date thereof), or (B) to the extent constituting Subordinated Obligations, Indebtedness permitted under clause (b)(2) under the caption "—Limitation on Indebtedness" above, or

(4) make any Investment (other than a Permitted Investment) in any Person (any such dividend, distribution, payment, purchase, redemption, repurchase, defeasance, retirement, other acquisition or Investment being herein referred to as a "Restricted Payment") if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(A) a Default shall have occurred and be continuing (or would result therefrom);

(B) the Company could not Incur at least $1.00 of additional Indebtedness under the paragraph (a) of the covenant described under the caption "—Limitation on Indebtedness" above; or

(C) the aggregate amount of such Restricted Payment and all other Restricted Payments (the amount so expended, if other than in cash, to be determined in good faith by the Company, whose determination will be conclusive) declared or made subsequent to the Effective Date (other than Restricted Payments excluded pursuant to paragraph (b) below) would exceed the sum, without duplication, of:

(i) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the first day of the fiscal quarter commencing prior to the Effective Date, to the end of the most recent fiscal quarter for which financial statements are available prior to the date of such Restricted Payment (or, in case such Consolidated Net Income is a deficit, minus 100% of such deficit);

(ii) the aggregate Net Cash Proceeds received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Effective Date (other than an issuance or sale to (x) a Restricted Subsidiary of the Company or (y) an employee stock ownership plan or other trust established by the Company or any of its Subsidiaries to the extent such sale to an employee stock ownership plan or other trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary, unless such loans have been repaid with cash on or prior to the date of determination);

(iii) the aggregate Fair Market Value of any assets or property received by the Company from the issue or sale of its Capital Stock (other than Disqualified Stock) subsequent to the Effective Date (other than an issuance or sale to (x) a Restricted Subsidiary of the Company or (y) an employee stock ownership plan or other trust established by the Company or any of its Subsidiaries to the extent such sale to an employee stock ownership plan or other trust is financed by loans from or Guaranteed by the Company or any Restricted Subsidiary, unless such loans have been repaid with cash on or prior to the date of determination);

(iv) the amount by which Indebtedness of the Company or its Restricted Subsidiaries issued after the Effective Date is reduced on the Company's consolidated balance sheet upon the conversion or exchange of such Indebtedness for Capital Stock (other than Disqualified Stock) of the Company (less the amount of any cash or the Fair Market Value of other property distributed by the Company or any Restricted Subsidiary upon such conversion or exchange);

(v) with respect to Investments (other than Permitted Investments) made by the Company and its Restricted Subsidiaries after the Effective Date, an amount equal to the net reduction in such Investments in any Person resulting from repayments of loans or advances, or other transfers of assets, in each case to the Company or any Restricted Subsidiary or from the net cash proceeds from the sale of any such Investment (except, in

each case, to the extent any such payment or proceeds are included in the calculation of Consolidated Net Income), from dividends or other distributions or payments on such Investments, or from the release of any Guarantee (except to the extent any amounts are paid under such Guarantee) or from redesignations of Unrestricted Subsidiaries as Restricted Subsidiaries, not to exceed, in each case, the amount of such Investments previously made by the Company or any Restricted Subsidiary in such Person or Unrestricted Subsidiary after the Effective Date; and

(vi) $100 million.

(b) The provisions of the foregoing paragraph (a) regarding Restricted Payments will not prohibit:

(1) any dividend or distribution in respect of, or any purchase, repurchase, redemption, retirement or other acquisition for value of, Capital Stock of the Company or Subordinated Obligations of the Company or any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Restricted Subsidiary of the Company or an employee stock ownership plan or other trust established by the Company or any of its Subsidiaries); provided, however, that:

(A) such dividend, distribution, purchase, repurchase, redemption, retirement or other acquisition for value will be excluded in the calculation of the amount of Restricted Payments, and

(B) the Net Cash Proceeds or the Fair Market Value of any assets or property received from such sale applied in the manner set forth in this clause (1) will be excluded from the calculation of amounts under clause (4)(C)(ii) or 4(C)(iii), as applicable, of paragraph (a) above;

(2) any prepayment, repayment, purchase, repurchase, redemption, retirement, defeasance or other acquisition for value of Subordinated Obligations of the Company or any Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent sale of, Refinancing Indebtedness; provided, however, that such prepayment, repayment, purchase, repurchase, redemption, retirement, defeasance or other acquisition for value will be excluded in the calculation of the amount of Restricted Payments;

(3) the payment of any dividend, the making of any distribution or the redemption of any securities within 60 days after the date of declaration thereof or the giving of formal notice by the Company of such redemption if, at such date of declaration or notice, such payment, distribution or redemption would have complied with this covenant; provided, however, that such payment, distribution or redemption (without duplication) will be included in the calculation of the amount of Restricted Payments;

(4) any purchase, repurchase, redemption, retirement or other acquisition for value of shares of, or options to purchase shares of, Capital Stock of the Company or any of its Subsidiaries from employees, former employees, directors or former directors of the Company or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of agreements (including employment agreements) or plans (or amendments thereto) approved by the Company under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such purchases, repurchases, redemptions, retirements and other acquisitions for value will not exceed $15.0 million in any calendar year, with any unused amounts rolling over to succeeding calendar years; provided further, however, that such purchases, repurchases, redemptions, retirements and other acquisitions for value shall be excluded in the calculation of the amount of Restricted Payments;

(5) the repurchase of Capital Stock deemed to occur upon the exercise of options or warrants to the extent that such Capital Stock represents all or a portion of the exercise price thereof; provided, however, that such repurchases shall be excluded from the calculation of the amount of Restricted Payments;

(6) the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company or any Restricted Subsidiary of the Company issued on or after the Effective Date in accordance with the restrictions described under the caption "—Limitation on Indebtedness" above; provided, however, that such payment shall be excluded from the calculation of the amount of Restricted Payments;

(7) the Company and its Restricted Subsidiaries may purchase, defease or otherwise acquire or retire for value any Subordinated Obligations upon a Change of Control of the Company or an Asset Sale by the Company or any Restricted Subsidiary, to the extent required by any agreement pursuant to which such Subordinated Obligations were issued, but only if the Company or a third party has previously made the requisite offer to purchase Notes described under the caption "—Change of Control" or "—Limitation on Asset Sales" below, as applicable, and has repurchased all Notes validly tendered and not withdrawn in connection with such offer to purchase Notes; provided, however, that such payments shall be included in the calculation of the amount of Restricted Payments;

(8) any payments made in connection with the transactions contemplated in connection with the issuance of the old notes; provided, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(9) the Company may declare and pay dividends on common stock of the Company of up to $10.0 million in any fiscal quarter of the Company; provided, however that the dividend shall be included in the calculation of the amount of Restricted Payments;

(10) the distribution, by dividend or otherwise, of shares of Capital Stock of Unrestricted Subsidiaries;

(11) the Company and its Restricted Subsidiaries may make other Restricted Payments so long as, after giving pro forma effect thereto (including any incurrence and/or repayment of Indebtedness in connection therewith), the Consolidated Leverage Ratio is less than or equal to 3.00 to 1.00 as of the last day of the most recent fiscal quarter or year; provided that such payments shall be included in the calculation of the amount of Restricted Payments;

(12) other Restricted Payments payable to the holders of Capital Stock in Restricted Subsidiaries in an amount not to exceed the greater of $50.0 million and 1.5% of Consolidated Net Worth; provided, however, that such Restricted Payments shall be excluded from the calculation of the amount of Restricted Payments; and

(13) other Restricted Payments in an aggregate amount not to exceed $50.0 million; provided, however, that such Restricted Payments shall be excluded from the calculation of the amount of Restricted Payments.

The amount of all Restricted Payments (other than cash) shall be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued to or by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment.

***Limitation on Restrictions on Distributions from Restricted Subsidiaries***

The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock or pay any Indebtedness or other obligations owed to the Company (it being understood that the priority of any Preferred Stock in receiving dividend or liquidating distributions prior to the dividends or liquidating distributions being paid on common stock shall not be deemed a restriction on the ability to make distributions on Capital Stock);

(2) make any loans or advances to the Company (it being understood that the subordination of loans or advances made to the Company to other Debt Incurred by any Restricted Subsidiary shall not be deemed a restriction on the ability to make loans or advances); or

(3) transfer any of its property or assets to the Company (it being understood that such transfers shall not include any type of transfer described in clause (1) or (2) above), except:

(a) any encumbrance or restriction pursuant to (i) applicable law, rule, regulation or order or (ii) an agreement, including without limitation the Credit Agreement, in effect at or entered into on the Effective Date;

(b) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Indebtedness Incurred by such Restricted Subsidiary prior to the date on which such Restricted Subsidiary was acquired by the Company or any Restricted Subsidiary (other than Indebtedness Incurred as consideration in, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was otherwise acquired by the Company) and outstanding on such date;

(c) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in subclause (a) or (b) above or this subclause (c) or contained in any amendment to an agreement referred to in subclause (a) or (b) above or this subclause (c); provided, however, that the encumbrances and restrictions contained in any such Refinancing agreement or amendment, taken as a whole, are not materially less favorable (as determined in good faith by the Company) to the Holders than the encumbrances and restrictions contained in such predecessor agreements;

(d) in the case of this clause (3), any encumbrance or restriction:

(i) that restricts in a customary manner the subletting, assignment or transfer of any property or asset that is a lease, license or similar contract;

(ii) contained in security agreements or mortgages securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements or mortgages; or

(iii) arising or agreed to in the ordinary course of business, not relating to any Indebtedness, and that does not, individually or in the aggregate, detract from the value of property or assets of the Company or any Restricted Subsidiary thereof in any manner material to the Company or any Restricted Subsidiary thereof;

(e) any encumbrance or restriction on cash or other deposits or net worth imposed by customers or lessors or required by insurance, surety or bonding companies, in each case under contracts entered into in the ordinary course of business;

(f) with respect to a Restricted Subsidiary, any encumbrance or restriction imposed pursuant to an agreement entered into for the sale or disposition of a substantial portion of the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(g) provisions limiting the disposition or distribution of assets or property or assignment in joint venture agreements, asset sale agreements, leases, intellectual property licenses, sale-leaseback agreements, stock sale agreements and other similar agreements entered into in the ordinary course of business;

(h) any encumbrance or restriction existing under, by reason of or with respect to Indebtedness Incurred by any Restricted Subsidiary permitted to be Incurred under the covenant described under the caption "—Limitation on Indebtedness" above; provided that the Company determines in good faith at the time such Indebtedness is Incurred that such encumbrance or restriction would not impair the ability of the Company to make payments of interest and principal on the notes when due;

(i) any encumbrance or restriction in any agreement or instrument of a Receivables Subsidiary governing or in connection with a Qualified Receivables Transaction; provided that such restrictions apply only to such Receivables Subsidiary or the Receivables that are subject to such Qualified Receivables Transaction;

(j) existing under, by reason of or with respect to Indebtedness Incurred by Foreign Subsidiaries permitted to be Incurred under the covenant described under the caption "—Limitation on Indebtedness" above;

(k) existing by reason of any contractual obligation that is reasonably determined by the Company not to materially adversely affect the ability of the Company to perform its obligations under the Indenture, the old notes, or the new notes; or

(l) existing by reason of the Indenture, the old notes, the new notes or the Subsidiary Guarantees.

***Limitation on Sales of Assets and Subsidiary Stock***

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 Sale 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 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 subclause (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 referred to in this clause (3) and (ii) if such reinvestment is not consummated within the period set forth in sub-subclause (b)(i) or such binding commitment is terminated, the Net Available Cash shall constitute available Net Available Cash; or

(c) (i) redeem the Notes of either series 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 below) to purchase Notes of such series pursuant to and subject to the conditions set forth in subclause (b); 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 of such series and such Pari Passu Indebtedness being purchased or repaid) to purchase the Notes of such series and to purchase or otherwise repay such Pari Passu Indebtedness;

provided that pending final application of any such Net Available Cash in accordance with clauses (3)(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 clauses (3)(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 (3)(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.

In the event of an Asset Disposition that requires the purchase of Notes of either series pursuant to clause (3)(c) above, the Company will be required (a) to purchase Notes of such series tendered pursuant to an offer by the Company for the Notes of such series (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 of either series and Pari Passu Indebtedness tendered pursuant to the Offer is less than the Net Available Cash allotted to the purchase of the Notes of such series 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 of either series 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.

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 of either series 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.

***Limitation on Transactions with Affiliates***

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, enter into or conduct any transaction or series of related transactions (including the purchase, sale, lease or exchange of any property or the rendering of any service) involving payments in excess of $10.0 million with any Affiliate of the Company (an "Affiliate Transaction") unless such transaction is on terms:

(1) that are no less favorable to the Company or such Restricted Subsidiary, as the case may be, than those that could be obtained at the time of such transaction in arm's length dealings with a Person who is not such an Affiliate;

(2) that, in the event such Affiliate Transaction involves an aggregate amount in excess of $25.0 million,

(a) are set forth in writing, and

(b) have been approved by a majority of the members of the Board of Directors having no personal stake in such Affiliate Transaction; and

(3) that, in the event such Affiliate Transaction involves an amount in excess of $100.0 million, have been determined by a nationally recognized appraisal or investment banking firm to be fair, from a financial point of view, to the Company and its Restricted Subsidiaries.

(b) The provisions of the foregoing paragraph (a) will not prohibit:

(1) any Permitted Investment;

(2) any Restricted Payment permitted to be paid or made pursuant to the covenant described under the caption "—Limitation on Restricted Payments" above;

(3) any issuance of shares of Capital Stock of the Company;

(4) any agreement between any Person and an Affiliate of such Person existing at the time such Person is acquired by or merged or consolidated with or into the Company or a Restricted Subsidiary, as such agreement may be amended, modified, supplemented, extended or renewed from time to time; provided that such agreement was not entered into in contemplation of such acquisition, merger or consolidation, and so long as any such amendment, modification, supplement, extension or renewal, when taken as a whole, is not materially more disadvantageous to the holders, in the reasonable determination of an Officer of the Company, than the applicable agreement as in effect on the date of such acquisition, merger or consolidation;

(5) any employment arrangements, employee benefit plans or arrangements (including pension plans, health and life insurance plans, retiree medical plans, deferred compensation plans, indemnification agreements, stock options and restricted stock and stock ownership plans) or related trust agreements or similar arrangements, in each case, approved by the Board of Directors and any grant or issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, any of the foregoing;

(6) (a) reimbursement of officer, director and employee travel and lodging costs and other business expenses incurred in the ordinary course of business and (b) loans and advances to officers, directors and employees of the Company and Restricted Subsidiaries for travel, entertainment, relocation and analogous ordinary business purposes;

(7) the payment of reasonable fees to, and customary indemnities provided to, directors of the Company or its Subsidiaries;

(8) any transaction between the Company and a Restricted Subsidiary or between Restricted Subsidiaries;

(9) the provision by Persons who may be deemed Affiliates of the Company of investment advisory services to the Company or its Restricted Subsidiaries with respect to the Company's or its Restricted Subsidiaries' employee benefit plans;

(10) transactions pursuant to any contract, agreement or instrument in effect on the Effective Date, as amended, modified or replaced from time to time, so long as the amended, modified or new agreements, taken as a whole, are not materially less favorable to the Company and the Restricted Subsidiaries than those in effect on the Effective Date;

(11) sales, contributions, conveyances and other transfers of Receivables and related assets of the type specified in the definition of Qualified Receivables Transaction to a Receivables Subsidiary or any other similar transactions in connection with any Qualified Receivables Transaction;

(12) transactions with customers, clients, joint venture partners, suppliers or purchasers or sellers of goods or services in the ordinary course of business of the Company and its Restricted Subsidiaries and otherwise in compliance with the terms of the Indenture; or

(13) any payments or other transaction pursuant to any tax sharing agreement between the Company and any other Person with which the Company files a consolidated tax return or with which the Company is part of a consolidated group for tax purposes.

***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 each series 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 Trust Indenture Act.

To the extent any information is not provided within the time periods specified herein and such information is subsequently provided within the grace period described under the caption "—Defaults" below, 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 of any series thereof 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 under the caption "—Limitation on Indebtedness" above, provided that this clause (3) will not be applicable to any merger with a Subsidiary solely for the purpose and with the sole effect of reincorporating the Company in another jurisdiction; 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.

In addition, the Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets to any Person unless:

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

(2) either:

(a) the resulting, surviving or transferee Person (the "Successor Guarantor") 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, other than in the case of a transaction as part of which the Subsidiary Guarantee is being released as otherwise permitted by the Indenture, such Person (if not such Subsidiary Guarantor) will expressly assume, by a supplemental indenture, executed and delivered to the trustee, in form reasonably satisfactory to the trustee, all the obligations of such Subsidiary Guarantor under its Subsidiary Guarantee; or

(b) such consolidation, merger, conveyance or transfer complies with the provisions described under the caption "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock" above; and

(3) the Company shall have delivered to the trustee an Officers' Certificate stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture.

In the case of clause (2)(a) above, the Successor Guarantor will succeed to, and be substituted for, and may exercise every right and power of, such Subsidiary Guarantor under the notes, the Indenture and the Registration Rights Agreement, and the predecessor Subsidiary Guarantor (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 (i) any Restricted Subsidiary may consolidate with, merge into or transfer all or part of its properties and assets to the Company or any Subsidiary Guarantor, (ii) the Acquisition shall be permitted and (iii) the requirements of the second preceding paragraph above will not apply to any transaction pursuant to which the surviving Person is not the Issuer or a Person that would be required to become a Subsidiary Guarantor under the covenant described under the caption "—Certain Covenants—Future Subsidiary Guarantors" above.

***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 under the caption "—Merger and Consolidation" above;

(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 of either series 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 of each series 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) or (5) 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) or (5) 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 of each series 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 of each series may rescind any such acceleration with respect to the Notes of such series 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 debt securities of each series 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 of each series; 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 of each series when due, no Holder may pursue any remedy with respect to the Indenture or the Notes of such series 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 of such series 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 of such series 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 of either series may be amended with the written consent of the Holders of a majority in principal amount of the Notes of such series 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 of such series then outstanding (including consents obtained in connection with a purchase of, or tender offer or exchange offer for the Notes of such series); provided, however, that (a) if any such amendment or waiver will only affect one series of Notes (or less than all series of Notes) then outstanding under the Indenture, then only the consent of the Holders of a majority in principal amount of the Notes of such series then outstanding (including, in each case, consents obtained in connection with a tender offer or exchange offer for Notes) shall be required and (b) if any such amendment or waiver by its terms will affect a series of Notes in a manner different and materially adverse relative to the manner such amendment or waiver affects other series of Notes, then the consent of the Holders of a majority in principal amount of the Notes of such adversely affected series then outstanding (including, in each case, consents obtained in connection with a tender offer or exchange offer for Notes) shall be required.

The Indenture provides that, with respect to each series of Notes, without the consent of each Holder of an outstanding note of such series 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 under the caption "—Optional Redemption" above;

(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 under the caption "—Merger and Consolidation" above;

(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 Notes 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 of such series 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 Notes; or

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

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 of either series 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 of such series, to replace mutilated, destroyed, lost or stolen Notes and to maintain a registrar and paying agent in respect of the Notes of such series.

In addition, the Company may at any time terminate:

(1) its obligations under the covenants described under the captions "—Change of Control" and "—Certain Covenants" above, 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 of such series 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 of such series 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 of such series 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 of either series, as expressly provided for in the Indenture) as to all Notes of such series issued thereunder when:

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

(2) all outstanding Notes of such series 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 of each series. 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 of each series, 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.

## 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 each series of 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 promptly 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 Frost Brown Todd LLC, Cincinnati, 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

### AECOM

The consolidated financial statements of AECOM appearing in AECOM's Annual Report (Form 10-K) for the year ended September 30, 2014 (including the schedules appearing therein) and as updated in AECOM's Current Report on Form 8-K filed with the SEC on July 6, 2015, and the effectiveness of AECOM's internal control over financial reporting as of September 30, 2014, 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.

### URS Corporation

The consolidated financial statements incorporated in this prospectus by reference to URS Corporation's Current Report on Form 8-K dated August 1, 2014 and management's assessment of the effectiveness of internal control over financial reporting (which is included in Management's Annual Report on Internal Control over Financial Reporting) incorporated in this prospectus by reference to the Annual Report on Form 10-K of URS Corporation for the year ended January 3, 2014 have been so incorporated in reliance on the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, given on the authority of said firm as experts in auditing and accounting.

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**Unaudited Pro forma Condensed Combined Financial Information**


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## UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information presents the unaudited pro forma condensed combined statements of income based upon the combined historical financial statements of AECOM and URS Corporation ("URS"), after giving effect to the merger between AECOM and URS and adjustments described in the accompanying notes. The following unaudited pro forma condensed combined statements of operations for the year ended September 30, 2014 and the six months ended March 31, 2015 are based on historical financial statements of AECOM and URS prepared in accordance with Article 11 of Regulation S-X ("Article 11"). The unaudited pro forma adjustments reflecting the merger have been prepared in accordance with business combination accounting as provided in Accounting Standards Codification 805, *Business Combinations*, and reflect the preliminary estimate of fair values of assets acquired and liabilities assumed, using the assumptions set forth in the notes to the unaudited pro forma condensed combined financial information. An unaudited pro forma condensed combined balance sheet is not presented in this filing because AECOM has already reflected the merger in its consolidated balance sheet as of March 31, 2015, which was included in its unaudited consolidated financial statements as of and for the six-months ended March 31, 2015 and which is separately incorporated by reference into this prospectus.

AECOM's historical financial and operating data for the year ended September 30, 2014 and the six-month period ended March 31, 2015 is derived from the financial data in its audited consolidated financial statements for the year ended September 30, 2014 and from its unaudited consolidated financial statements for the six-month period ended March 31, 2015. The historical financial and operating data for URS for the year ended October 3, 2014 is derived by adding the financial data from URS's audited consolidated statement of income for the year ended January 3, 2014 and URS's unaudited condensed consolidated statement of income for the nine-month period ended October 3, 2014, and subtracting URS's unaudited condensed consolidated statement of income for the nine-month period ended September 27, 2013. The historical financial and operating data for URS for the six-month period ended March 31, 2015 is based on actual results included in AECOM's statement of income and also includes an estimate for the period between October 4, 2014 and October 17, 2014.

The unaudited pro forma condensed combined statements of income for the year ended September 30, 2014 and the six months ended March 31, 2015 reflect the merger as if it had occurred on October 1, 2013 for AECOM and September 28, 2013 for URS, the beginning of the earliest period presented. This unaudited pro forma condensed combined financial information was prepared using the acquisition method of accounting, with AECOM considered the acquirer of URS for accounting purposes.

The unaudited pro forma condensed combined financial information should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed combined financial statements;
- the separate historical consolidated financial statements of AECOM as of and for the year ended September 30, 2014, filed with the Securities and Exchange Commission (the "SEC") on July 6, 2015 as Exhibit 99.1 to AECOM's Current Report on Form 8-K and incorporated by reference into this prospectus;
- the separate historical unaudited condensed consolidated financial statements of AECOM as of and for the six months ended March 31, 2015, filed with the SEC on July 6, 2015 as Exhibit 99.2 to AECOM's Current Report on Form 8-K and incorporated by reference into this prospectus;
- the separate historical consolidated financial statements of URS as of and for the year ended January 3, 2014 filed with the SEC on August 1, 2014 as Exhibit 99.1 to URS's Current Report on Form 8-K, as amended, and incorporated by reference into this prospectus;

- the separate historical unaudited condensed consolidated interim financial statements of URS as of and for the nine months ended October 3, 2014 filed with the SEC on July 6, 2015 as Exhibit 99.3 to AECOM's Current Report on Form 8-K and incorporated by reference into this prospectus;

- the separate historical unaudited condensed consolidated interim financial statements of URS as of and for the nine months ended September 27, 2013 included in URS's Quarterly Report on Form 10-Q filed with the SEC on August 13, 2014, as amended; and

- other information contained or incorporated by reference into this registration statement.

The unaudited pro forma condensed combined financial information is provided for informational purposes only and is not necessarily indicative of the operating results that would have occurred if the merger had been completed as of the dates set forth above, nor is it indicative of the future results of the combined company. In connection with the preparation of the unaudited pro forma condensed combined financial information, AECOM allocated the purchase price using its best estimates of fair value. The pro forma acquisition price adjustments are preliminary and subject to change as additional information becomes available and as additional analyses are performed. There can be no assurances that the final valuations will not result in material changes to this preliminary estimated purchase price allocation. The unaudited pro forma condensed combined financial information also does not give effect to the potential impact of current financial conditions, any anticipated synergies, operating efficiencies or cost savings that may result from the merger or any integration costs. Furthermore, the unaudited pro forma condensed combined statement of income does not include certain nonrecurring charges and the related tax effects which result directly from the merger as described in the notes to the unaudited pro forma condensed combined financial information.

**Unaudited Pro Forma Condensed Combined Statement of Income**

**For the Twelve Months Ended September 30, 2014**

**(dollars in millions, except per share amounts)**

| | Historical | | | | |
|---|---|---|---|---|---|
| | Three Months Ended Sept 30, 2014 AECOM | Twelve Months Ended Oct 3, 2014 URS | Pro Forma Adjustments | Notes | Twelve Months Ended Sept 30, 2014 Pro Forma Combined |
| Revenues | $ 8,357 | $ 10,318 | $ 123 | 3(a) | $ 18,798 |
| Cost of revenue | 7,954 | 9,853 | 316 | 3(b)/3(c) | 18,123 |
| Gross profit | 403 | 465 | (193) | | 675 |
| Equity in earnings of joint ventures | 58 | 87 | (39) | 3(b) | 106 |
| General and administrative expenses | (81) | (82) | (63) | 3(d) | (226) |
| Acquisition and integration expense | (27) | (32) | 38 | 3(e) | (21) |
| Income from operations | 353 | 438 | (257) | | 534 |
| Other income (expense) | 3 | (7) | — | | (4) |
| Interest (expense) | (41) | (74) | (206) | 3(f) | (321) |
| Income before income tax expense | 315 | 357 | (463) | | 209 |
| Income tax expense (benefit) | 82 | 100 | (185) | 3(g) | (3) |
| Net income | 233 | 257 | (278) | | 212 |
| Noncontrolling interest, net of tax | (3) | (82) | 19 | 3(b) | (66) |
| Net income attributable to AECOM/URS | $ 230 | $ 175 | $ (259) | | $ 146 |
| Net income attributable per AECOM/URS share: | | | | | |
| Basic | $ 2.36 | $ 2.51 | | | $ 0.98 |
| Diluted | $ 2.33 | $ 2.51 | | | $ 0.96 |
| Weighted average shares outstanding: | | | | | |
| Basic | 97,226 | 69,500 | | 3(h) | 148,930 |
| Diluted | 98,657 | 70,100 | | 3(h) | 152,183 |

The accompanying notes are an integral part of, and should be read together with, this unaudited pro forma condensed combined financial information.

**Unaudited Pro Forma Condensed Combined Statement of Income**

**For the Six Months Ended March 31, 2015**

**(dollars in millions, except per share amounts)**

| | Historical | | | | |
|---|---|---|---|---|---|
| | Six Months Ended Mar 31, 2015 AECOM | Period Between Oct 4, 2014 through Oct 17, 2014 URS | Pro Forma Adjustments | Notes | Six Months Ended Mar 31, 2015 Pro Forma Combined |
| Revenues | $ 8,717 | $ 360 | $ (37) | 3(a) | $ 9,040 |
| Cost of revenue | 8,479 | 346 | (112) | 3(b)/3(c) | 8,713 |
| Gross profit | 238 | 14 | 75 | | 327 |
| Equity in earnings of joint ventures | 48 | 3 | 3 | 3(b) | 54 |
| General and administrative expenses | (64) | (2) | (9) | 3(d) | (75) |
| Acquisition and integration expense | (230) | — | 20 | 3(e) | (210) |
| (Loss) income from operations | (8) | 15 | 89 | | 96 |
| Other income | 2 | — | — | | 2 |
| Interest (expense) | (179) | — | 55 | 3(f) | (124) |
| (Loss) income before income tax expense | (185) | 15 | 144 | | (26) |
| Income tax (benefit) expense | (88) | 7 | 57 | 3(g) | (24) |
| Net (loss) income | (97) | 8 | 87 | | 2 |
| Noncontrolling interest, net of tax | (41) | (4) | (4) | 3(b) | (49) |
| Net (loss) income attributable to AECOM/URS | $ (138) | $ 4 | $ 83 | | $ (51) |
| Net loss attributable per AECOM/URS share: | | | | | |
| Basic | $ (0.95) | | | | $ (0.34) |
| Diluted | $ (0.95) | | | | $ (0.34) |
| Weighted average shares outstanding: | | | | | |
| Basic | 146,472 | | | 3(h) | 150,781 |
| Diluted | 146,472 | | | 3(h) | 150,781 |

The accompanying notes are an integral part of, and should be read together with, this unaudited pro forma condensed combined financial information.

**1. Basis of Presentation**

The historical financial information has been adjusted to give pro forma effect to events that are (i) directly attributable to the merger, (ii) factually supportable, and (iii) expected to have a continuing impact on the combined results. The pro forma adjustments are preliminary and based on estimates of the fair value and useful lives of the assets acquired and liabilities assumed and have been prepared to illustrate the estimated effect of the merger and certain other adjustments. The final determination will be based on the fair values of assets acquired and liabilities assumed as of October 17, 2014 (the "Acquisition Date"), the date the transaction closed, and could result in a significant change to the unaudited pro forma condensed combined financial information.

AECOM's and URS's historical results are derived from audited and unaudited statements of operations.

**Description of the Merger**

On the Acquisition Date, AECOM completed the acquisition of the U.S. headquartered URS, an international provider of engineering, construction, and technical services, by purchasing 100% of the outstanding shares of URS common stock. The purpose of the merger was to further diversify AECOM's market presence and accelerate AECOM's strategy to create an integrated delivery platform for customers. AECOM paid total consideration of approximately $2.3 billion in cash and issued approximately $1.6 billion of AECOM common stock to the former stockholders and certain equity award holders of URS. In connection with the merger, AECOM also assumed URS's senior notes totaling $1.0 billion, and subsequently repaid in full URS's $0.6 billion 2011 term loan and URS's $0.1 billion revolving line of credit. Upon the occurrence of a change in control of URS, the URS senior noteholders had the right to redeem their notes at a cash price equal to 101% of the principal amount of the notes. Accordingly, on October 24, 2014, AECOM purchased $0.6 billion of URS's senior notes from the noteholders.

In connection with the merger, on the Acquisition Date, AECOM entered into a new credit agreement ("Credit Agreement") consisting of (i) a term loan A facility in an aggregate principal amount of $1.925 billion, (ii) a term loan B facility in an aggregate principal amount of $0.76 billion, (iii) a revolving credit facility in an aggregate principal amount of $1.05 billion, and (iv) an incremental performance letter of credit facility in an aggregate principal amount of $500 million, subject to terms outlined in the Credit Agreement. These facilities under the Credit Agreement may be increased by an additional amount of up to $500 million. The Credit Agreement matures on October 17, 2019 with respect to the revolving credit facility, the term loan A facility, and the incremental performance letter of credit facility. The term loan B facility matures on October 17, 2021.

On October 6, 2014, AECOM completed the private placement of $800,000,000 aggregate principal amount of its 5.750% Senior Notes due 2022 ("2022 Notes") and $800,000,000 aggregate principal amount of its 5.875% Senior Notes due 2024 (the "2024 Notes" and, together with the 2022 Notes, the "2014 Senior Notes").

In connection with the offering of the 2014 Notes, AECOM and certain guarantors entered into a registration rights agreement, dated October 6, 2014 and agreed to use commercially reasonable efforts to (i) file with the U.S. Securities and Exchange Commission ("SEC") the registration statement of which this prospectus forms a part relating to the registered exchange offer (the "Exchange Offer") to exchange the 2014 Notes for a new series of AECOM exchange notes having terms substantially identical in all material respects to, and in the same aggregate principal amount as the Notes, (ii) cause the Exchange Offer registration statement to be declared effective by the SEC on or prior to the 390$^{th}$ day following October 6, 2014 (or if such 390$^{th}$ is not a business day, the next succeeding business day (the "Exchange Date")), (iii) cause the Exchange Offer registration statement to be effective

**1. Basis of Presentation (Continued)**

continuously and keep the Exchange Offer open for a period not less than 30 days after the date notice of the Exchange Offer is mailed to the holders of the 2014 Notes, and (iv) cause the Exchange Offer to be consummated in no event later than the Exchange Date.

As of the date of this registration statement, AECOM and URS have incurred approximately $58 million of transaction costs related to the merger. An adjustment of $20 million and $38 million has been reflected in the unaudited pro forma condensed combined statements of operations for the six months ended March 31, 2015 and for the year ended September 30, 2014, respectively, related to the transaction costs as these are nonrecurring charges, which are to be excluded in accordance with Article 11.

**2. Calculation of Purchase Consideration**

AECOM paid total consideration of approximately $2.3 billion in cash and issued approximately $1.6 billion of AECOM common stock to the former stockholders and certain equity award holders of URS. In connection with the acquisition, AECOM also assumed URS's senior notes totaling $1.0 billion and repaid in full URS's $0.6 billion 2011 term loan and $0.1 billion of URS's revolving line of credit.

**Preliminary Fair Value of Net Assets Acquired**

Under the acquisition method of accounting, the identifiable assets acquired and liabilities assumed of URS are recorded at the Acquisition Date fair values and added to those of AECOM. The pro forma adjustments are preliminary and based on estimates of the fair value and useful lives of the assets acquired and liabilities assumed as of the Acquisition Date and have been prepared to illustrate the estimated effect of the merger. The Acquisition Date fair value are dependent upon certain valuation and other studies that have not yet been completed. Accordingly, the pro forma valuation is subject to further adjustment as additional information becomes available and as additional analyses and final valuations are completed. There can be no assurances that these additional analyses and final valuations will not result in significant changes to the estimates of fair value set forth below.

**2. Calculation of Purchase Consideration (Continued)**

The following table sets forth a preliminary summary of the estimated purchase consideration to the identifiable tangible and intangible assets acquired and liabilities assumed of URS based on URS's Acquisition Date balance sheet, with the excess recorded as goodwill (dollars in millions):

| | |
|---|---|
| Cash and cash equivalents | $ 285 |
| Accounts receivable | 2,579 |
| Prepaid expenses and other current assets | 356 |
| Property and equipment | 580 |
| Intangible assets, net | |
| Customer relationships, contracts and backlog | 984 |
| Tradename | 8 |
| Total identifiable intangible assets | 992 |
| Goodwill | 3,847 |
| Other non-current assets | 335 |
| Accounts payable | (720) |
| Accrued expenses and other current liabilities | (1,136) |
| Billings in excess of costs on uncompleted contracts | (369) |
| Current portion of long-term debt | (47) |
| Other long-term liabilities | (433) |
| Pension and post-retirement benefit obligations | (402) |
| Long-term debt | (520) |
| Noncontrolling interest | (226) |
| Net assets acquired | $ 5,121 |

Goodwill recognized largely results from a substantial assembled workforce, which does not qualify for separate recognition, as well as expected future synergies from combining operations. AECOM has not completed its final assessment of the fair value of purchased receivables, intangible assets, property and equipment, tax balances, contingent liabilities, long-term lease or acquired contracts. The final valuation will result in adjustments to certain assets and liabilities, including the residual amount recorded to goodwill.

The identifiable intangible assets and related amortization are preliminary and are based on management's estimates after consideration of similar transactions. As discussed above, the amount that will ultimately be allocated to identifiable intangible assets and liabilities, and the related amount of amortization, may differ materially from this preliminary valuation. In addition, the periods the amortization impacts will ultimately be based upon the periods in which the associated economic benefits or detriments are expected to be derived. Therefore, the amount of amortization following the transaction may differ significantly between periods based upon the final value assigned, and amortization methodology used, for each identifiable intangible asset.

The final determination of the valuation will be based on URS's net assets acquired as of the Acquisition Date and will depend on a number of factors, which cannot be predicted with any certainty at this time. The purchase price allocation may change materially based on the receipt of more detailed information. Therefore, the actual allocations will differ from the pro forma adjustments presented.

**3. Notes to Unaudited Pro Forma Condensed Combined Statements of Income**

(a) Represents adjustment to revenues on uncompleted long-term contracts with a margin fair value liability acquired from URS resulting in a decrease of $37 million and an increase of $123 million

**3. Notes to Unaudited Pro Forma Condensed Combined Statements of Income (Continued)**

to revenues for the six month period ending March 31, 2015 and the twelve month period ended September 30, 2014, respectively.

(b) Represents adjustment to record amortization expense related to other identifiable intangible assets. The amortization of intangible assets is based on the periods over which the economic benefits of the intangible assets are expected to be realized. See Note 4 for further details on the amortization lives of the intangible assets expected to be recognized.

The net adjustment for the amortization of intangible assets is as follows:

| (dollars in millions) | Six Months Ended March 31, 2015 | Twelve Months Ended September 30, 2014 |
|---|---|---|
| Amortization of intangible assets | 81 | 408 |
| Reversal of historical intangible asset amortization | (196) | (98) |
| **Net adjustment to cost of revenues** | **(115)** | **310** |
| Amortization of intangible assets | (15) | (39) |
| Reversal of historical intangible asset amortization | 18 | — |
| **Net adjustment to equity in earnings of joint ventures** | **3** | **(39)** |
| Amortization of intangible assets | 7 | 19 |
| Reversal of historical intangible asset amortization | (11) | — |
| **Net adjustment to income attributable to noncontrolling interests** | **(4)** | **19** |

(c) Represents adjustment to record $3 million and $6 million of additional depreciation expenses for the six months ended March 31, 2015 and the year ended September 30, 2014, respectively, related to the increase in fair value of property, plant, and equipment. Property, plant, and equipment are depreciated over the estimated remaining useful lives of each asset on a straight-line basis.

(d) Represents the change in stock-based compensation expense due to the equity award modification and resulting remeasurement of the fair value of stock based compensation as a result of the merger. Under the terms of the merger agreement, the unvested time based restricted stock awards and units in shares of URS common stock were replaced and converted into equity awards denominated in shares AECOM common stock. Additional pro forma compensation expense was recognized of approximately $9 million and $63 million for the six months ended March 31, 2015 and the year ended September 30, 2014, respectively.

(e) To reverse AECOM and URS's one-time transaction costs and debt issuance/commitment fees incurred of $20 million and $38 million for the for the six months ended March 31, 2015 and the year ended September 30, 2014, respectively, which were recorded in acquisition and integration expenses.

(f) To reverse interest expense, amortization of deferred debt financing fees, commitment fees and original issuance discount associated with credit facilities repaid from the proceeds of the debt

**3. Notes to Unaudited Pro Forma Condensed Combined Statements of Income (Continued)**

commitment financing, and to record estimated incremental interest expense, amortization of debt financing fees and original issuance discount associated with borrowings associated with the merger.

| (dollars in millions) | Six Months Ended March 31, 2015 | Twelve Months Ended September 30, 2014 |
|---|---|---|
| Interest expense on debt commitment financing | 103 | 282 |
| Amortization of debt financing fees | 7 | 25 |
| Reversal of URS' interest expense and amortization of deferred debt financing fees | (2) | (67) |
| Reversal of AECOM's interest expense | (163) | (34) |
| **Total Adjustment to Interest Expense** | **(55)** | **206** |

(g) Represents adjustment to income tax expense as a result of the tax impact on the pro forma adjustments. URS and AECOM utilized their respective statutory tax rates to compute the income tax expense related to each entity's pro forma condensed combined statement of income adjustment as follows:

| | Six Months Ended March 31, 2015 | | | Twelve Months Ended September 30, 2014 | | |
|---|---|---|---|---|---|---|
| (dollars in millions) | AECOM | URS | Total | AECOM | URS | Total |
| Pro forma adjustments | 63 | 81 | 144 | (325) | (138) | (463) |
| Statutory rate | 40% | 40% | | 40% | 40% | |
| **Tax impact** | **25** | **32** | **57** | **(130)** | **(55)** | **(185)** |

(h) Represents the income (loss) per share, taking into consideration the pro forma weighted average shares outstanding calculated including the acceleration of the vesting of the restricted stock, the issuance of common stock issued in the merger, as described in Note 1, assuming the shares were outstanding for the year ended September 30, 2014 and the six month period ending March 31, 2015.

| Pro Forma Basic Weighted Average Shares (in millions) | Six Months Ended March 31, 2015 | Twelve Months Ended September 30, 2014 |
|---|---|---|
| Historical weighted average shares outstanding | 146 | 97 |
| Issuance of shares to URS common stock shareholders | 5 | 51 |
| Issuance of shares to URS equity award holders | — | 1 |
| Pro forma weighted average shares (basic) | 151 | 149 |

### 3. Notes to Unaudited Pro Forma Condensed Combined Statements of Income (Continued)

| Pro Forma Diluted Weighted Average Shares (in millions) | Six Months Ended March 31, 2015 | Twelve Months Ended September 30, 2014 |
|---|---|---|
| Historical weighted average shares outstanding | 146 | 99 |
| Issuance of shares to URS common stock shareholders | 5 | 50 |
| Issuance of shares to URS equity award holders | — | 1 |
| Issuance of AECOM replacement award to URS equity award holders | — | 2 |
| Pro forma weighted average shares (diluted) | 151 | 152 |

### 4. Intangible Assets

The significant intangible assets identified in the preliminary valuation of net assets acquired discussed above include customer relationships, backlog, trademarks and trade names. The table below indicates the estimated fair value of each of the intangibles identified and the approximate useful lives of each (approximate fair value in dollars in millions):

| Intangible Asset | Approximate Fair Value | Estimated Useful Life |
|---|---|---|
| Backlog and customer relationships | 984 | 1 - 11 years |
| Trademarks/trade names | 8 | 0.3 - 2 years |
| **Total** | **992** | |

Fair values were estimated primarily using an income approach utilizing the multiple period excess earnings method. The significant assumptions used in estimating fair value includes (i) the estimated life the assets will contribute to cash flows, including an attrition rate of customers and remaining contractual terms, (ii) the estimated discount rate that reflects the level of risk associated with receiving future cash flows, and (iii) profitability.

### 5. Financing Agreements

As described in Note 1, the merger was financed in part through the Credit Agreement consisting of (i) a term loan A facility in an aggregate principal amount of $1.925 billion, (ii) a term loan B facility in an aggregate principal amount of $0.76 billion, and (iii) a revolving credit facility in an aggregate principal amount of $1.05 billion, plus the issuance of $1.6 billion in 2014 Notes. The Company assumed URS's senior notes totaling $1.0 billion and subsequently, on October 24, 2014, senior note holders redeemed approximately $0.6 billion of URS's senior notes as a result of the change of control provisions.

As of March 31, 2015, AECOM's had borrowings of $2.655 billion under its secured term credit agreement. As of March 31, 2015 outstanding standby letters of credit totaled $98.3 million under our revolving credit facilities. As of March 31, 2015 there was $0.952 billion available under its revolving credit facility. As of March 31, 2015, AECOM also had $1.6 billion of 2014 Notes outstanding and $0.4 billion of URS senior notes. Pro forma adjustments for the closing of the merger represent the incremental interest expense as a result of the financing related to the merger.

The unaudited pro forma condensed combined financial statements reflect the adjustment to historical interest expense to record the estimated pro forma interest expense under the financing arrangements discussed above. The unaudited pro forma condensed combined financial statements also

**5. Financing Agreements (Continued)**

reflect an estimate of interest rates for the various debt facilities based on current market conditions and rates currently available and based on facilities with similar terms and tenors. However, the actual interest incurred may vary significantly based upon, among other things, market considerations, the amount of each debt facility utilized, and success with the note offerings, of various tenors.

Mandatory repayments of term loan A is 1.25% per quarter of the outstanding amount plus other amounts pursuant to the Credit Agreement. Mandatory repayments of term loan B of 0.25% per quarter of the outstanding amount plus other amounts pursuant to the Credit Agreement. Both term loans can be prepaid at AECOM's option. Any outstanding principal is due at the maturity of the term loans.

Principal maturities for the $800 million 2022 Notes and $800 million 2024 Notes are expected to occur at the end of each applicable note term, with interest due semi-annually.

A sensitivity analysis on interest expense for the year ended September 30, 2014 and the six-month period ended March 31, 2015 has been performed to assess the effect of a change of 12.5 basis points of the hypothetical interest rate would have on the debt financing.

The following table shows the change in interest expense for the debt financing (dollars in millions):

| Interest expense assuming | Six Months Ended March 31, 2015 | Twelve Months Ended September 30, 2014 |
|---|---|---|
| Increase of 0.125% | 2 | 5 |
| Decrease of 0.125% | (2) | (5) |

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**$1,600,000,000**

**EXCHANGE OFFER**

**New $800,000,000 5.750% Senior Notes due 2022 for $800,000,000 5.750% Senior Notes due 2022**
**New $800,000,000 5.875% Senior Notes due 2024 for $800,000,000 5.875% Senior Notes due 2024**

**, 2015**

## 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 July 6, 2015.

**AECOM**

By: /s/ STEPHEN M. KADENACY

Name: Stephen M. Kadenacy
Title: *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<br>Michael S. Burke | Chairman and Chief Executive Officer (Principal Executive Officer) | July 6, 2015 |
| /s/ STEPHEN M. KADENACY<br>Stephen M. Kadenacy | President and Chief Financial Officer (Principal Financial Officer) | July 6, 2015 |
| /s/ RONALD E. OSBORNE<br>Ronald E. Osborne | Senior Vice President, Corporate Controller (Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN M. DIONISIO<br>John M. Dionisio | Director | July 6, 2015 |
| /s/ JAMES H. FORDYCE<br>James H. Fordyce | Director | July 6, 2015 |

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| Signature | Title | Date |
|---|---|---|
| /s/ WILLIAM H. FRIST<br>William H. Frist | Director | July 6, 2015 |
| /s/ LINDA GRIEGO<br>Linda Griego | Director | July 6, 2015 |
| /s/ DAVID W. JOOS<br>David W. Joos | Director | July 6, 2015 |
| /s/ WILLIAM G. OUCHI<br>William G. Ouchi | Director | July 6, 2015 |
| /s/ ROBERT J. ROUTS<br>Robert J. Routs | Director | July 6, 2015 |
| /s/ WILLIAM P. RUTLEDGE<br>William P. Rutledge | Director | July 6, 2015 |
| /s/ CLARENCE T. SCHMITZ<br>Clarence T. Schmitz | Director | July 6, 2015 |
| /s/ DOUGLAS W. STOTLAR<br>Douglas W. Stotlar | Director | July 6, 2015 |
| /s/ DANIEL R. TISHMAN<br>Daniel R. Tishman | Director, Vice Chairman | July 6, 2015 |

## 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 July 6, 2015.

**AECOM C&E, Inc.**

By: /s/ JOHN L. KINLEY

Name: John L. Kinley
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/ JOHN L. KINLEY<br>John L. Kinley | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ JONATHAN GRANT<br>Jonathan Grant | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JON B. MAHONEY<br>Jon B. Mahoney | Director | July 6, 2015 |
| /s/ FRANK R. SWEET<br>Frank R. Sweet | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>David Y. Gan | President (Principal Executive Officer) | July 6, 2015 |
| /s/ RONALD E. OSBORNE<br>Ronald E. Osborne | Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| AECOM, the sole Member | | |
| /s/ DAVID Y. GAN<br>David Y. Gan<br>Senior Vice President, Assistant General Counsel | Sole Member | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Jeffrey P. Parsons | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ DICK WITSIL<br>Dick Witsil | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ CHRISTOPHER W. BAUER<br>Christopher W. Bauer | Director | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**AECOM International Development, Inc.**

By: /s/ HUGH DOYLE

Name: Hugh Doyle
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/ HUGH DOYLE<br>Hugh Doyle | President; Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Jill Leslie Bruning | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ PAUL PHEENY<br>Paul Pheeny | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ CHRISTOPHER W. BAUER<br>Christopher W. Bauer | Director | July 6, 2015 |
| /s/ JEFFREY P. PARSONS<br>Jeffrey P. Parsons | Director | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Randy Castro | President; Chief Executive Officer; Chairman of the Board; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ DENNIS A. DESLATTE<br>Dennis A. Deslatte | Chief Financial Officer; Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ CHUCK MALACARNE<br>Chuck Malacarne | Director | July 6, 2015 |
| /s/ JOHN SPYHALSKI<br>John Spyhalski | Director | July 6, 2015 |
| /s/ BRIAN SCOTT WATERS<br>Brian Scott Waters | Director | July 6, 2015 |

## 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 July 6, 2015.

**AECOM Special Missions Services, Inc.**

By: /s/ STUART HARRISON

Name: Stuart Harrison
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/ STUART HARRISON<br>Stuart Harrison | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ PAUL PHEENY<br>Paul Pheeny | Treasurer; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JILL LESLIE BRUNING<br>Jill Leslie Bruning | Chairman; Director | July 6, 2015 |
| /s/ CHRISTOPHER W. BAUER<br>Christopher W. Bauer | Director | July 6, 2015 |

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## 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 July 6, 2015.

**AECOM Technical Services, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
Title: *President and Chief Executive Officer*

## 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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Chief Executive Officer (Principal Executive Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Chief Operating Officer; Corporate Senior Vice President; Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL R. KOLLOWAY<br>Michael R. Kolloway | Director | July 6, 2015 |
| /s/ PRESTON HOPSON<br>Preston Hopson | Director | July 6, 2015 |
| /s/ DAVID Y. GAN<br>David Y. Gan | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Frederick W. Werner | Chief Executive Officer (Principal Executive Officer) | July 6, 2015 |
| /s/ ACHAIBAR L. SAWH<br>Achaibar L. Sawh | Chief Financial Officer; Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ IRA A. LEVY<br>Ira A. Levy | Director | July 6, 2015 |
| /s/ ROBERT K. ORLIN<br>Robert K. Orlin | Director | July 6, 2015 |
| /s/ FRANK R. SWEET<br>Frank R. Sweet | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Steven M. Aman | President (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | Director | July 6, 2015 |
| /s/ WILLIAM G. ETTENGER, JR.<br>William G. Ettenger, Jr. | Director | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Director | July 6, 2015 |

**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 July 6, 2015.

**B.P. Barber & Associates, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN A. BISCHOFF<br>John A. Bischoff | Director | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Director | July 6, 2015 |

## 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 July 6, 2015.

**Cleveland Wrecking Company**

By: /s/ WILLIAM TORRES

Name: William Torres
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/ WILLIAM TORRES<br>William Torres | President; Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |

## 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 July 6, 2015.

**E.C. Driver & Associates, Inc.**

By: /s/ MARIO ECHAGUARRUA

Name: Mario Echaguarrua
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/ MARIO ECHAGUARRUA<br>Mario Echaguarrua | President (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | Director | July 6, 2015 |
| /s/ TIMOTHY H. KEENER<br>Timothy H. Keener | Director | July 6, 2015 |

## 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 July 6, 2015.

**EDAW, Inc.**

By: /s/ JOHN L. KINLEY

Name: John L. Kinley
Title: *President and Chief Executive Officer*

## 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/ JOHN L. KINLEY<br>John L. Kinley | President; Chief Executive Officer (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ RONALD E. OSBORNE<br>Ronald E. Osborne | Director | July 6, 2015 |

## 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 July 6, 2015.

**EG&G Defense Materials, Inc.**

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President and Chief Executive Officer*

## 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<br>Randall A. Wotring | President; Chief Executive Officer; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ GREG D. ROBINSON<br>Greg D. Robinson | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**ForeRunner Corporation**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Chief Financial Officer; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |

## 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 July 6, 2015.

**Lear Siegler Logistics International, Inc.**

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President and Chief Executive Officer*

## 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<br>Randall A. Wotring | President; Chief Executive Officer; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ GREG D. ROBINSON<br>Greg D. Robinson | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN KENNEDY<br>John Kennedy | Director | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Christopher W. Bauer | President; Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL J. DONNELLY<br>Michael J. Donnelly | Chairman; Director | July 6, 2015 |
| /s/ JEFFREY P. PARSONS<br>Jeffrey P. Parsons | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Christopher W. Bauer | President; Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL J. DONNELLY<br>Michael J. Donnelly | Chairman; Director | July 6, 2015 |
| /s/ JEFFREY P. PARSONS<br>Jeffrey P. Parsons | Director | July 6, 2015 |

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## 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 July 6, 2015.

**Rust Constructors Inc.**

By: /s/ MICHAEL G. HUBBARD

Name: Michael G. Hubbard
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/ MICHAEL G. HUBBARD<br>Michael G. Hubbard | President; Director (Principal Executive Officer, Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |
| /s/ GEORGE L. NASH<br>George L. Nash | Director | July 6, 2015 |

## 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 July 6, 2015.

**The Earth Technology Corporation (USA)**

By: /s/ MICHAEL S. BURKE

Name: Michael S. Burke
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/ MICHAEL S. BURKE<br>Michael S. Burke | President (Principal Executive Officer) | July 6, 2015 |
| /s/ DAVID Y. GAN<br>David Y. Gan | Treasurer; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL R. KOLLOWAY<br>Michael R. Kolloway | Director | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Director | July 6, 2015 |

## 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 July 6, 2015.

**Tishman Construction Corporation**

By: /s/ DANIEL TISHMAN

Name: Daniel Tishman
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 TISHMAN<br>Daniel Tishman | Chief Executive Officer; Chairman; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ PAUL PRAYLO<br>Paul Praylo | Chief Financial Officer; Senior Vice President; Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL R. KOLLOWAY<br>Michael R. Kolloway | Director | July 6, 2015 |
| /s/ DANIEL P. MCQUADE<br>Daniel P. McQuade | Director | July 6, 2015 |

## 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 July 6, 2015.

**Tishman Construction Corporation of New York**

By: /s/ DANIEL TISHMAN

Name: Daniel Tishman
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 TISHMAN<br>Daniel Tishman | Chief Executive Officer; Chairman; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ PAUL PRAYLO<br>Paul Praylo | Senior Vice President; Chief Financial Officer; Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL R. KOLLOWAY<br>Michael R. Kolloway | Director | July 6, 2015 |
| /s/ DANIEL P. MCQUADE<br>Daniel P. McQuade | Director | July 6, 2015 |

**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 July 6, 2015.

**URS Alaska, LLC**

By: /s/ WILLIAM G. ETTENGER, JR.

Name: William G. Ettenger, Jr.
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/ WILLIAM G. ETTENGER, JR.<br>William G. Ettenger, Jr. | President (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop<br>Authorized Representative | Member Representative | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd<br>Authorized Representative | Member Representative | July 6, 2015 |

## 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 July 6, 2015.

**URS Construction Services, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Chief Financial Officer; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ TIMOTHY H. KEENER<br>Timothy H. Keener | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Corporation**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ LEWIS W. ROBINSON<br>Lewis W. Robinson | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Corporation Great Lakes**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
Title: *President*

## POWER OF ATTORNEY

We, the undersigned officers and directors of URS Corporation Great Lakes 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 Great Lakes 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 WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JAMES R. LINTHICUM<br>James R. Linthicum | Director | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Corporation—New York**

By: /s/ THOMAS J. CLANCY

Name: Thomas J. Clancy
Title: *Chief Executive Officer—Professional Engineering*

## 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<br>Thomas J. Clancy | Chief Executive Officer—Professional Engineering; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Controller (Principal Accounting Officer) | July 6, 2015 |
| /s/ MICHAEL C. ISOLA<br>Michael C. Isola | Director | July 6, 2015 |
| /s/ JOHN F. SPENCER<br>John F. Spencer | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Corporation—North Carolina**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Chief Financial Officer; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ DENNIS HOYLE<br>Dennis Hoyle | Director | July 6, 2015 |
| /s/ TIMOTHY H. KEENER<br>Timothy H. Keener | Director | July 6, 2015 |
| /s/ ROBERT H. MACWILLIAMS<br>Robert H. MacWilliams | Director | July 6, 2015 |
| /s/ LORI MOLITOR<br>Lori Molitor | Director | July 6, 2015 |

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## 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 July 6, 2015.

**URS Corporation—Ohio**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ JAMES R. LINTHICUM<br>James R. Linthicum | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Corporation Southern**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ TIMOTHY H. KEENER<br>Timothy H. Keener | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS E&C Holdings, Inc.**

By: /s/ GEORGE L. NASH

Name: George L. Nash
Title: *President*

## POWER OF ATTORNEY

We, the undersigned officers and directors of URS 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 URS 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/ GEORGE L. NASH<br>George L. Nash | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ JERRY K. LEMON<br>Jerry K. Lemon | Vice President; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Energy & Construction, Inc.**

By: /s/ GEORGE L. NASH

Name: George L. Nash
Title: *President*

## POWER OF ATTORNEY

We, the undersigned officers and directors of URS 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 URS 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/ GEORGE L. NASH<br>George L. Nash | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ JERRY K. LEMON<br>Jerry K. Lemon | Senior Vice President; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |
| /s/ ROBERT A. SMITH<br>Robert A. Smith | Director | July 6, 2015 |

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## 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 July 6, 2015.

**URS Federal Services, Inc.**

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President and Chief Executive Officer*

## 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<br>Randall A. Wotring | President; Chief Executive Officer; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ GREG D. ROBINSON<br>Greg D. Robinson | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ JOHN KENNEDY<br>John Kennedy | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Federal Services International, Inc.**

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President and Chief Executive Officer*

## 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<br>Randall A. Wotring | President; Chief Executive Officer; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ GREG D. ROBINSON<br>Greg D. Robinson | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ JOHN KENNEDY<br>John Kennedy | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Fox US LP**

By: /s/ RANDOLPH J. HILL

Name: Randolph J. Hill
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/ RANDOLPH J. HILL<br>Randolph J. Hill | Authorized Representative (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Authorized Representative (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| URS Canada Support 2 ULC, as general partner | | |
| /s/ JEANNE CORNELL BAUGHMAN<br>Jeanne Cornell Baughman<br>Authorized Representative | General Partner Representative | July 6, 2015 |

## 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 July 6, 2015.

**URS FS Commercial Operations, Inc.**

By: /s/ RANDALL A. WOTRING

Name: Randall A. Wotring
Title: *President and Chief Executive Officer*

## 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<br>Randall A. Wotring | President; Chief Executive Officer; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ GREG D. ROBINSON<br>Greg D. Robinson | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ JOHN KENNEDY<br>John Kennedy | Controller; Director (Principal Accounting Officer) | July 6, 2015 |
| /s/ JOHN C. VOLLMER<br>John C. Vollmer | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Global Holdings, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Group, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Director | July 6, 2015 |
| /s/ KEVIN STUBBLEBINE<br>Kevin Stubblebine | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Holdings, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President (Principal Executive Officer) | July 6, 2015 |
| /s/ RONALD E. OSBORNE<br>Ronald E. Osborne | Chief Financial Officer; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Director | July 6, 2015 |
| /s/ DAVID Y. GAN<br>David Y. Gan | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS International, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
Title: *President*

## POWER OF ATTORNEY

We, the undersigned officers and directors of URS 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 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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Chief Financial Officer; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |

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## 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 July 6, 2015.

**URS International Projects, Inc.**

By: /s/ GEORGE L. NASH

Name: George L. Nash
Title: *President*

## POWER OF ATTORNEY

We, the undersigned officers and directors of URS 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 URS 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/ GEORGE L. NASH<br>George L. Nash | President (Principal Executive Officer) | July 6, 2015 |
| /s/ JERRY K. LEMON<br>Jerry K. Lemon | Vice President; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ ROBERT L. BERLIN<br>Robert L. Berlin | Director | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Robert J. LoCurto | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ JERRY K. LEMON<br>Jerry K. Lemon | Vice President; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |
| /s/ ARTHUR G. LEMBO<br>Arthur G. Lembo | Director | July 6, 2015 |

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## 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 July 6, 2015.

**URS Operating Services, Inc.**

By: /s/ THOMAS WALTER BISHOP

Name: Thomas Walter Bishop
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/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd | Controller (Principal Accounting Officer) | July 6, 2015 |
| /s/ JAMES R. LINTHICUM<br>James R. Linthicum | Director | July 6, 2015 |

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## 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 July 6, 2015.

**URS Professional Solutions LLC**

By: /s/ JAMES G. ANGELOS

Name: James G. Angelos
Title: *President*

## POWER OF ATTORNEY

We, the undersigned officers and directors of URS Professional Solutions 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 Professional Solutions 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/ JAMES G. ANGELOS<br>James G. Angelos | President (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ DAVID E. HOLLAN<br>David E. Hollan | Director | July 6, 2015 |
| /s/ JAMES NOAH TAYLOR<br>James Noah Taylor | Director | July 6, 2015 |

## 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 July 6, 2015.

**URS Resources, LLC**

By: /s/ WILLIAM G. ETTENGER, JR.

Name: William G. Ettenger, Jr.
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/ WILLIAM G. ETTENGER, JR.<br>William G. Ettenger, Jr. | President (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ WILLIAM T. RUDD<br>William T. Rudd<br>Authorized Representative | Member Representative | July 6, 2015 |
| /s/ THOMAS WALTER BISHOP<br>Thomas Walter Bishop<br>Authorized Representative | Member Representative | July 6, 2015 |

## 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 July 6, 2015.

**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<br>Mark NMN Evans | President; Director (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Assistant Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ JILL LESLIE BRUNING<br>Jill Leslie Bruning | Director | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |

## 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 July 6, 2015.

**Washington Government Environmental Services Company LLC**

By: /s/ KENNETH LAMON HARBOR

Name: Kenneth Lamon Harbor
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/ KENNETH LAMON HARBOR<br>Kenneth Lamon Harbor | President (Principal Executive Officer) | July 6, 2015 |
| /s/ KEENAN EDWARD DRISCOLL<br>Keenan Edward Driscoll | Assistant Treasurer (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| URS Energy & Construction, Inc.,<br>the sole Member<br><br>/s/ RANDOLPH J. HILL<br>Randolph J. Hill<br>Authorized Representative | Sole Member | July 6, 2015 |

## 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 July 6, 2015.

**WGI Global Inc.**

By: /s/ GEORGE L. NASH

Name: George L. Nash
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/ GEORGE L. NASH<br>George L. Nash | President (Principal Executive Officer) | July 6, 2015 |
| /s/ JERRY K. LEMON<br>Jerry K. Lemon | Vice President; Controller; Director (Principal Financial Officer and Principal Accounting Officer) | July 6, 2015 |
| /s/ ROBERT L. BERLIN<br>Robert L. Berlin | Director | July 6, 2015 |
| /s/ RANDOLPH J. HILL<br>Randolph J. Hill | Director | July 6, 2015 |

**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 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) |
| 3.5 | 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) |
| 3.6 | 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) |
| 3.7 | 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) |
| 3.8 | 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) |
| 3.9 | 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) |
| 3.10 | Restated Certificate of Incorporation of AECOM C&E, Inc. (originally incorporated as ENSR Corporation), as amended |
| 3.11 | By-Laws of AECOM C&E, Inc. |
| 3.12 | Certificate of Formation of AECOM Global II, LLC |
| 3.13 | Limited Liability Company Agreement of AECOM Global II, LLC |
| 3.14 | Certificate of Incorporation of AECOM Government Services, Inc., as amended |
| 3.15 | Restated By-Laws of AECOM Government Services, Inc. |
| 3.16 | Certificate of Incorporation of AECOM International Development, Inc., as amended |
| 3.17 | Bylaws of AECOM International Development, Inc. |
| 3.18 | Articles of Incorporation of AECOM National Security Programs, Inc., as amended |
| 3.19 | By-Laws of AECOM National Security Programs, Inc. |
| 3.20 | Articles of Incorporation of AECOM Services, Inc., as amended |
| 3.21 | Bylaws of AECOM Services, Inc. |

3.22 Articles of Domestication of AECOM Special Missions Services, Inc., as amended

3.23 By-Laws of AECOM Special Missions Services, Inc.

3.24 Articles of Incorporation of AECOM Technical Services, Inc., as amended

3.25 Amended and Restated Bylaws of AECOM Technical Services, Inc.

3.26 Restated Certificate of Incorporation of AECOM USA, Inc., as amended

3.27 Restated By-Laws of AECOM USA, Inc.

3.28 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)

3.29 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)

3.30 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)

3.31 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)

3.32 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)

3.33 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)

3.34 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)

3.35 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)

3.36 Restated Certificate of Incorporation of EDAW, Inc.

3.37 Bylaws of EDAW, Inc.

3.38 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)

3.39 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)

3.40 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)

3.41 Amended and Restated Bylaws of Forerunner Corporation (filed as Exhibit 3.10 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 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)

3.43 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)

3.44 Articles of Incorporation of McNeil Security, Inc.

3.45 Bylaws of McNeil Security, Inc.

3.46 Certificate of Incorporation of MT Holding Corp., as amended

3.47 By-Laws of MT Holding Corp.

3.48 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)

3.49 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)

3.50 Second Restated Certificate of Incorporation of The Earth Technology Corporation (USA)

3.51 Bylaws of The Earth Technology Corporation (USA)

3.52 Certificate of Incorporation of Tishman Construction Corporation

3.53 By-Laws of Tishman Construction Corporation

3.54 Certificate of Incorporation of Tishman Construction Corporation of New York

3.55 By-Laws of Tishman Construction Corporation of New York

3.56 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)

3.57 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)

3.58 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)

3.59 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)

3.60 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)

3.61 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)

3.62 Articles of Incorporation of URS Corporation Great Lakes, as amended (filed as Exhibit 3.11(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)

3.63 Amended and Restated Bylaws of 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)

3.64 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)

3.65 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)

3.66 Articles of Incorporation of URS Corporation—North Carolina, as amended (filed as Exhibit 3.13 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 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)

3.68 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)

3.69 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)

3.70 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)

3.71 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)

3.72 Certificate of Incorporation of URS E&C Holdings, Inc., as amended (filed as Exhibit 3.69 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 Bylaws of URS E&C Holdings, Inc., as amended (filed as Exhibit 3.70 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 Amended and Restated Articles of Incorporation of URS Energy & Construction, Inc. (filed as Exhibit 3.21 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)

3.75 Amended and Restated Regulations of URS Energy & Construction, Inc. (filed as Exhibit 3.22 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)

3.76 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)

3.77 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)

3.78 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)

3.79 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)

3.80 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)

3.81 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)

3.82 Certificate of Incorporation of URS FS Commercial Operations, Inc., as amended

3.83 By-Laws of URS FS Commercial Operations, Inc.

3.84 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)

3.85 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)

3.86 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)

3.87 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)

3.88 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)

3.89 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)

3.90 Certificate of Incorporation of URS International, Inc., as amended (filed as Exhibit 3.71 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)

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| 3.91 | Amended and Restated By-Laws of 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) |
| 3.92 | Articles of Incorporation of URS International Projects, Inc., as amended (filed as Exhibit 3.29 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) |
| 3.93 | Bylaws of URS International Projects, Inc. (filed as Exhibit 3.30 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 | 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) |
| 3.95 | 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) |
| 3.96 | 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) |
| 3.97 | 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) |
| 3.98 | Certificate of Formation of URS Professional Solutions LLC, as amended (filed as Exhibit 3.75 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 | Fifth Amended and Restated Limited Liability Company Agreement of 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) |
| 3.100 | 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) |
| 3.101 | 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) |

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| 3.102 | 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) |
| 3.103 | 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) |
| 3.104 | 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) |
| 3.105 | 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) |
| 3.106 | 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) |
| 3.107 | 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 October 6, 2014, by and among AECOM Technology Corporation, 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 October 8, 2014 and incorporated herein by reference) |
| 4.2 | First Supplemental Indenture, dated as of October 17, 2014, by and among AECOM Technology Corporation, the guarantors party thereto and U.S. Bank National Association (filed as Exhibit 4.10 to the Form 10-K filed with the Securities and Exchange Commission on November 17, 2014 and incorporated herein by reference) |
| 4.3 | Second Supplemental Indenture, dated as of June 3, 2015, by and among AECOM, the guarantors party thereto and U.S. Bank National Association |
| 4.4 | Third Supplemental Indenture, dated as of June 19, 2015, by and among AECOM, the guarantor party thereto and U.S. Bank National Association |
| 4.5 | Registration Rights Agreement, dated October 6, 2014, by and among AECOM Technology Corporation, AECOM Government Services, Inc., AECOM Technical Services, Inc., Tishman Construction Corporation, other Guarantors, and Merrill Lynch, Pierce, Fenner & Smith Incorporated (filed as Exhibit 4.2 to the Form 8-K filed with the Securities and Exchange Commission on October 8, 2014 and incorporated herein by reference) |
| 5.1 | Opinion of Gibson, Dunn & Crutcher LLP |
| 5.2 | Opinion of Holland & Knight LLP |

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| 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 Frost Brown Todd LLC |
| 5.9 | Opinion of Frost Brown Todd LLC |
| 5.10 | Opinion of K&L Gates LLP |
| 5.11 | Opinion of Smith Moore Leatherwood LLP |
| 5.12 | 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 PricewaterhouseCoopers LLP, Independent Registered Public Accounting Firm |
| 23.3 | Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1) |
| 23.4 | Consent of Holland & Knight LLP (included in Exhibit 5.2) |
| 23.5 | Consent of Cozen O'Connor, P.C. (included in Exhibit 5.3) |
| 23.6 | Consent of Cozen O'Connor, P.C. (included in Exhibit 5.4) |
| 23.7 | Consent of Dickinson Wright PLLC (included in Exhibit 5.5) |
| 23.8 | Consent of Parsons Behle & Latimer PLC (included in Exhibit 5.6) |
| 23.9 | Consent of Smith Moore Leatherwood LLP (included in Exhibit 5.7) |
| 23.10 | Consent of Frost Brown Todd LLC (included in Exhibit 5.8) |
| 23.11 | Consent of Frost Brown Todd LLC (included in Exhibit 5.9) |
| 23.12 | Consent of K&L Gates LLP (included in Exhibit 5.10) |
| 23.13 | Consent of Smith Moore Leatherwood LLP (included in Exhibit 5.11) |
| 23.14 | Consent of Hunton & Williams LLP (included in exhibit 5.12) |
| 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 FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "AECOM C&E, INC. " AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*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.*

*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.*

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

*0694104 8100X*

*AUTHENTICATION: 2340819*

*150600158*

*DATE: 05-01-15*

*You may verify this certificate online*
*at corp.delaware.gov/authver.shtml*



*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.*

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

*0694104 8100X*

*AUTHENTICATION: 2340819*

*150600158*

*DATE: 05-01-15*

*You may verify this certificate online*
*at corp.delaware.gov/authver.shtml*



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FILED
JUL 28 1988
[ILLEGIBLE]

RESTATED CERTIFICATE OF INCORPORATION
of
ENSR CORPORATION

ENSR Corporation, a corporation organized and existing under the laws of the State of Delaware hereby certifies as follows:

1. The name of the corporation is ENSR Corporation. The name under which the corporation was 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

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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 fact 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 was duly adopted by unanimous written consent of the stockholders in accordance with the applicable provisions of Sections 228, 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
A Delaware Corporation

ATTESTED:

/s/ Michael A. Baker
Michael A. Baker
Vice President

/s/ Joan B. Edwards
Joan B. Edwards, Secretary



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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 07/07/1992

921895258 - 694104

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 [Illegible], 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

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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: NuKEM ACQUISITION CORP.

/s/ Donald W. Faul
Donald W. Faul, Secretary

By: /s/ Stephen R. Beck
Stephen R. Beck, President



---

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 09:00 AM 06/27/1997*
*971215031 – 0694104*

**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 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.

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EIGHTH: 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

---

*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 09:01 AM 06/27/1997*
*971215036 – 0694104*

**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

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:21 AM 11/10/2008*
*FILED 11:01 AM 11/10/2008*
*SRV 081103235 – 0694104 FILE*

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.

[ILLEGIBLE]

By Chief Financial Officer, Secretary and Treasurer
(Title)

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 07:15 PM 01/05/2015*
*FILED 07:00 PM 01/05/2015*
*SRV 150010694 – 0694104 FILE*

**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 filing.

**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.

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**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.

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**IN WITNESS WHEREOF**, the Corporation has caused this Certificate of Amendment to be signed this 5th day of January, 2015.

AECOM, Inc.

By: /s/ Jon Mahoney
Name: Jon Mahoney
Title: Director and Secretary

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**Exhibit 3.11**

BY-LAWS

OF

ENSR Corporation

Adopted April 26, 1995

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December 7, 1994

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January 24, 1995

BY-LAWS

OF

ENSR Corporation

**ARTICLE I - OFFICES**

SECTION 1.01. REGISTERED OFFICE. The registered office of the corporation in the State of Delaware shall be maintained at the offices of Prentice Hall Corporation Systems, Inc., 32 Lookerman Square, suite L-100, Dover, Delaware 19901, Kent County.

SECTION 1.02. PRINCIPAL PLACE OF BUSINESS. The principal place of business of the corporation shall be maintained at 281 Centennial Avenue, Piscataway, new Jersey 08854.

SECTION 1.03. OTHER OFFICES. The corporation may have other offices, either within or without the State of Delaware, at such place(s) 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 2.01. ANNUAL MEETINGS. Annual meetings of stockholders for the election of directors, f and for such other business as may be stated in the notice of the meeting, shall be held at such place, either within or without the State of Delaware, and at such time and date as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting.

At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and may transact such other corporate business as shall be stated in the notice of the meeting.

SECTION 2.02. SPECIAL MEETINGS. Special meetings of stockholders, for any purpose, unless otherwise prescribed by statute, may be held upon the written request of the Chairman of the Board, the President, the Secretary, or any stockholder of the corporation. Such request shall state the purpose of the proposed meeting. Special meetings of stockholders may be held at such time and place as may be agreed upon by the stockholders





or, if no agreement is reached, then at the principal place of business of the corporation, in any case as shall be stated in the call and notice of the meeting.

SECTION 2.05. VOTING. Each stockholder entitled to vote in accordance with the terms and provisions of the Certificate of Incorporation shall be entitled to one vote, in person or by proxy, for each share of voting stock held by such stockholder. No proxy shall be voted after three years from its date unless such proxy provides for a longer period. Upon the demand of any stockholder, the vote for directors and any question before the meeting shall be by ballot. All questions shall be decided by majority vote of stockholders except as otherwise provided by law.

SECTION 2.06. ACTIONS REQUIRING CONSENT OF STOCKHOLDERS. The following actions shall require the prior consent of the majority of stockholders of the issued and outstanding shares of the stock of the corporation entitled to vote:

(a) Authorization of any additional voting shares; authorization of any non-voting shares; authorization of any securities, options or other rights convertible or exercisable for the purchase of any voting or non-voting shares; and the determination of the consideration payable therefor;

(b) Application of any property or assets to the purchase, acquisition, redemption or other retirement of any shares of the corporation, directly or indirectly;

(c) Merger or consolidation with or into any other corporation or dissolution of the corporation;

(d) Sale, lease, transfer or other disposition of substantially all of the assets or properties of the corporation;

(e) Amendment or change of the By-laws of the corporation;

(f) Amendment or change of the Certificate of Incorporation of the corporation; or

(g) Acquisition of all or substantially all of the assets of any corporation; acquisition of capital stock of any corporation; disposition of capital stock of any corporation; creation or disposition of any subsidiary.



SECTION 2.07. BUSINESS TRANSACTED. The business of the meeting shall be limited to the matters stated in the notice of the meeting unless otherwise agreed to by the stockholders.

SECTION 2.08. ACTION WITHOUT A MEETING. Any action required to be taken, or 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 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. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have no consented in writing.

## ARTICLE III – BOARD OF DIRECTORS

SECTION 3.01. RESPONSIBILITY. Except as otherwise provided in Section 2.06 hereof, the business of the corporation shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Certificate of Incorporation or these By-Laws directed or required to be exercised or done by the stockholders or otherwise.

SECTION 3.02. NUMBER AND TERM. The Board of Directors shall consist of not less than one nor more than five directors, as shall be determined from time to time by a majority of the stockholders, and each director shall serve until the next annual meeting of stockholders and until his successor shall be elected and qualified or until his earlier resignation or removal.

SECTION 3.03. RESIGNATIONS. Any director may resign at any time by giving written notice to the Chairman of the Board, the Vice Chairman or the President and the Secretary of the corporation. Such resignation shall take effect at the time specified therein, or if no time be specified, upon receipt thereof. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3.04. REMOVAL. Each director of the corporation shall be subject to removal at any time, with or without cause.

SECTION 3.05. VACANCIES. In the event of any vacancy



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(occurring for any reason whatsoever) in the position of any director, the stockholders shall designate a successor.

SECTION 3.06. PLACE AND TIME OF MEETINGS. The Board of Directors may hold meetings, both regular and special, at such place, either within or without the State of Delaware, and at such time as it may from time to time determine.

SECTION 3.07. REGULAR AND SPECIAL MEETINGS. Regular meetings of the Board of Directors may be held at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board of Directors may be held at the corporation's principal place of business or such other place as shall be agreed upon by unanimous decision of the directors and at such time as shall be designated in the notice of meeting whenever called by the Chairman of the Board, the Vice Chairman or the President. Meetings shall be presided over by the Chairman, or in his absence, by the Vice Chairman, or in the absence of both, by the President. The Secretary of the corporation shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 3.08. NOTICE. The Secretary or, in his absence, any other officer of the corporation shall give each director notice of the place, date and hour of meetings of the Board of Directors at least thirty (30) days before the meeting or in matters of particular urgency by telex, telecopy or personal service at least fifteen (15) days before the meeting, unless notice of such meeting is waived in writing by each director. Such notice shall also contain the agenda of items to be discussed, and the business of the meeting shall be limited to the matters stated in such notice unless otherwise agreed to by the directors present at such meeting. Notice of a meeting need not be given to any director who submits a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

SECTION 3.09. QUORUM. At all meetings of the Boar of Directors, one-third of the total number of the directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present shall adjourn the meeting, and ten (10) days' prior written notice of the date of the new meeting shall be given to each of the directors. At any reconvened meeting, the Board of Directors may transact any business which might have been transacted at the original



---

meeting.

SECTION 3.10. VOTING. The majority of all of the directors present at any meeting at which a quorum is present shall decide any question brought before such meeting.

SECTION 3.11. ACTION WITHOUT A MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if all members of the Board consent thereto in writing, and the writing(s) are filed with the minutes of proceedings of the Board.

SECTION 3.12. TELEPHONE MEETINGS. Directors may participate in a meeting of the Board of Directors, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

SECTION 3.13. COMPENSATION OF DIRECTORS. The stockholders shall have authority to fix the compensation of directors. By resolution of the stockholders, the directors may be paid their expenses, if any, or a fixed sum, for attendance at each meeting of the Board, or a stated salary as director. Nothing herein contained shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 3.14. ACTIONS REQUIRING APPROVAL BY THE BOARD OF DIRECTORS. The following actions shall be taken only upon express approval of the Board of Directors:

(a) Adoption of the annual budget and business plan for total orders and sales, personnel plans, capital expenditures and source of funds, and material changes thereto;

(b) Entering into any loans and any other form of financing for the corporation not included in the annual budget and business plan;

(c) Change of the independent certified public accountants of the corporation;

(d) Entering into any agreements which are not in the ordinary course of business;

(e) Commencement and settlement of lawsuits or arbitration proceedings of material significance;



(f) Giving and revocation of powers of attorney;

(g) Hiring and terminating the employment of officers:

(h) Entering into and terminating license agreements; and

(i) Establishing pension plans and any other employee benefit plans; and

(j) Recommendations to stockholders concerning additional capital contributions.

## ARTICLE IV - OFFICERS

SECTION 4.01. OFFICERS. The officers of the corporation shall be a President and Secretary. All officers shall be elected by the Board of Directors and shall hold office until their successors are elected and qualified, or until their earlier resignation or removal. The function of Treasurer may be performed by a Vice President or by another employee of the corporation appointed by the Board. In addition, the Board may elect Vice President, a Treasurer, and such Assistant Secretaries and Assistant Treasurers as it may deem proper. More than two offices may be held by the same person.

SECTION 4.02. OTHER OFFICERS AND AGENTS. The Board of Directors may appoint such other officers and agents as it may deem advisable, 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 4.03. PRESIDENT. The President shall be the Chief Executive Officer of the corporation. Except as limited in Section 2.06 and Section 3.14, he shall have general supervision, direction and control of the business of the corporation; and he shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. In the absence of the Chairman and Vice Chairman of the Board, the President shall preside at all meetings of stockholders and of the Board of Directors. He shall execute bonds, mortgages, and other contracts on behalf of the corporation, and shall cause the seal to be affixed to any instrument requiring it. When so affixed, the seal shall be attested by the signature of the Secretary or an Assistant Secretary.

SECTION 4.04. VICE PRESIDENTS. Any of the Vice



Presidents may perform the function of Treasurer and shall have such powers and shall perform such duties as shall be assigned to him by the President or the Board of Directors.

SECTION 4.05. TREASURER. The Treasurer, if one be elected, shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables 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 or the President, taking proper vouchers for such disbursements. He shall render to the President and the Board, whenever they may request, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board, he shall give the corporation a bond for the faithful performance of his duties in such amount and with such surety as the Board shall prescribe.

SECTION 4.06. SECRETARY. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors, and all other notices required by law or these By-Laws. In case of his absence or refusal or neglect so to do, any such notice may be given by an person thereunto directed by the President, the Board, or the stockholders, upon whose requisition the meeting is called as provided in these By-Laws. He shall record all the proceedings of the meetings of stockholders and of the Board in a book to be kept for that purpose. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, shall affix the same to any instrument requiring it. When so affixed, the seal shall be attested by his signature or by the signature of an Assistant Secretary.

SECTION 4.07. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. Assistant Treasurers and Assistant Secretaries, if any be elected, shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the President.

SECTION 4.08. REMOVAL; RESIGNATIONS; VACANCIES. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board. Any officer may resign at any time by giving written notice to the Chairman of the Board, the Vice Chairman or the President and the Secretary of the corporation. Such resignation shall take effect at the time specified therein, or if no time be specified, upon receipt thereof. The acceptance of a resignation shall not be necessary to make it effective. Subject to Section 4.01 hereof, any



vacancy occurring in any office of the corporation may be filled by the Board.

## ARTICLE V - STOCK AND STOCK RECORDS

SECTION 5.01. CERTIFICATES OF STOCK. Every holder of stock in the corporation shall be entitled to have a certificate, signed by the Chairman of the Board, the President or a Vice President, and by the Treasurer, an Assistant Treasurer, the Secretary or an Assistant Secretary, certifying the number of shares owned by him in the corporation. Where a certificate is countersigned by (1) a transfer agent or (2) a registrar, other than the corporation or its employee, the signatures of the officers may be facsimiles.

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 by law, in lieu of the foregoing requirements there may be set forth on the face or back of any such certificate 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 or such preferences and/or rights.

SECTION 5.02. LOST CERTIFICATES. The Board of Directors may direct that a new certificate be issued in place of any certificate(s) 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(s) to be lost, stolen or destroyed. When authorizing such issuance of a new certificate, the Board may, in its discretion and as a condition precedent to such issuance, require the owner of such lost, stolen or destroyed certificate(s), or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any clam that may be made against the corporation with respect to the certificate(s) alleged to have been lost, stolen or destroyed.

SECTION 5.03. TRANSFER OF SHARES. The shares of stock



of the corporation shall be transferable upon its books only by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificate(s), duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, shall be surrendered to the corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other persons as the Board of Directors may designate, by whom they shall be cancelled, and new certificate(s) shall thereupon be issued. A record shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 5.04. STOCKHOLDERS RECORD DATE. 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, to express consent to corporate action in writing without a meeting, to receive payment of any dividend or other distribution or allotment of any rights, 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 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. A determination of stockholders or record entitled t notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record ate for the adjourned meeting.

SECTION 5.05. REGISTERED STOCKHOLDERS. The corporation shall be entitled to recognize the exclusive right of, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share(s) on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by law.

SECTION 5.06. STOCKHOLDER LIST. The officer who has charge of the stock ledger of the corporation shall, at least ten (10) days before each meeting of stockholders, prepare a complete alphabetical address list of the stockholders entitled to vote at the ensuing meeting, with the number of shares held by each. The list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting



is to be held. The list shall be available for inspection at the meeting.

SECTION 5.07. DIVIDENDS. Except as otherwise provided in this Section 5.07, the Board of Directors may, out of funds legally available therefor, declare dividends upon the capital stock of the corporation as and when they deem expedient. Dividends may be paid in cash, property, or shares of the capital stock of the corporation. Before declaring any dividend, there may be set aside out of any funds of the corporation available for dividends such sum(s) as the Board from time to time in its discretion deems proper for working capital, as a reserve fund to meet contingencies, for equalizing dividends, or for such other purpose as the Board shall deem conducive to the interests of the corporation, and the Board may modify or abolish any such reserve in the manner in which it was created.

## ARTICLE VI - MISCELLANEOUS

SECTION 6.01. SEAL. The corporate seal shall be circular in form and shall contain 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 or affixed or otherwise reproduced.

SECTION 6.02. FISCAL YEAR. The fiscal year of the corporation shall be determined by the Board of Directors.

SECTION 6.03. CHECKS AND NOTES. All checks, drafts, or other orders for the payment of money, and notes or other evidences of indebtedness, issued in the name of the corporation shall be signed by such officer(s) or agent(s) of the corporation, and in such manner as shall be determined from time to time by the Board of Directors.

SECTION 6.04. NOTICE AND WAIVER OF NOTICE. Whenever any notice is required by law or these By-Laws to be given, personal notice is not meant unless expressly stated. Any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail,

postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meetings, except as otherwise provided by law.

Whenever any notice whatsoever is required by law or



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these By-Laws to be given, a waiver thereof in writing signed by the person(s) entitled to notice, whether before or after the time stated therein, shall be deemed proper notice.

SECTION 6.05. INDEMNIFICATION. The corporation shall indemnify its directors, officers, employees and other agents to the extent permitted by the General Corporation Law of the State of Delaware.

## ARTICLE VII - AMENDMENTS

These By-Laws may be altered, amended or repealed, and By-Laws may be made, in accordance with Section 2.06 hereof, at any meeting of stockholders if notice thereof is contained in the notice of such meeting or if all stockholders entitled to vote thereon, consent thereto.



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**Exhibit 3.12**

***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 GLOBAL II, LLC" AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*CERTIFICATE OF FORMATION, FILED THE THIRD DAY OF JULY, A.D. 2014, AT 9:27 O'CLOCK P.M.*

*CERTIFICATE OF MERGER, CHANGING ITS NAME FROM "ACM MOUNTAIN II, LLC" TO "AECOM GLOBAL II, LLC", FILED THE SEVENTEENTH DAY OF OCTOBER, A.D. 2014, AT 9:17 O'CLOCK A.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "AECOM GLOBAL II, LLC".*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

*5561108 8100H* *AUTHENTICATION: 2459592*

*150913291* *DATE: 06-11-15*

*You may verify this certificate online at corp.delaware.gov/authver.shtml*



*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 09:31 PM 07/03/2014*
*FILED 09:27 PM 07/03/2014*
*SRV 140920631 - 5561108 FILE*

**Execution Version**

**CERTIFICATE OF FORMATION**

**OF**

**ACM MOUNTAIN II, LLC**

This Certificate of Formation of ACM Mountain II, LLC, dated as of July 3, 2014, is being duly executed and filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

FIRST. The name of the limited liability company formed hereby is "ACM Mountain II, LLC" (the "Company").

SECOND. The address of the registered office of the Company in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first written above.

By: /s/ Marc Collier
Name: Marc Collier
Title: Authorized Person

[Signature Page to ACM Mountain II, LLC Certificate of Formation]

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 09:17 AM 10/17/2014*
*FILED 09:17 AM 10/17/2014*
*SRV 141303696 - 5561108 FILE*

**CERTIFICATE OF MERGER**

**of**

**URS CORPORATION**
**(a Delaware corporation)**

**with and into**

**ACM Mountain II, LLC**
**(a Delaware limited liability company)**

**Under Section 18-209 of the Delaware Limited Liability Company Act**
**and**
**Under Section 264 of the General Corporation Law of the State of Delaware**

The undersigned ACM Mountain II, LLC, a Delaware limited liability company, hereby certifies the following information relating to the merger (the "Merger") of URS Corporation, a Delaware corporation, with and into ACM Mountain II, LLC:

**FIRST:** The names and state of organization of the constituent entities (the "Constituent Entities") in the Merger are:

| Name | State of Formation |
|---|---|
| ACM Mountain II, LLC | Delaware |
| URS Corporation | Delaware |

**SECOND:** The Agreement and Plan of Merger, dated as of July 11, 2014, by and among AECOM Technology Corporation, ACM Mountain I, LLC, ACM Mountain II, LLC and URS Corporation (the "Merger Agreement") setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the provisions of Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act.

**THIRD:** As a result of the Merger, ACM Mountain II, LLC, a Delaware limited liability company, shall be the limited liability company surviving the merger. The name of the limited liability company surviving the Merger (the "Surviving LLC") shall be AECOM Global II, LLC.

**FOURTH:** Upon the effectiveness of the Merger, the Certificate of Formation of ACM Mountain II, LLC as in effect immediately prior to the Merger, shall be amended for the purpose of changing the name of the Surviving LLC from "ACM Mountain II, LLC" to "AECOM Global II, LLC."

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**FIFTH:** The executed Merger Agreement is on file at the principal place of business of the surviving limited liability company at 555 South Flower Street, Suite 3700, Los Angeles, CA 90071-2300.

**SIXTH:** The Merger shall become effective upon filing with the Secretary of State of the State of Delaware.

**SEVENTH:** A copy of the Merger Agreement will be furnished by the Surviving LLC, on request and without cost, to any stockholder or member, as applicable, of URS Corporation or ACM Mountain II, LLC.

*[Signature page follows]*



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IN WITNESS WHEREOF, the undersigned has executed and subscribed to this Certificate of Merger on behalf of ACM Mountain II, LLC as its authorized officer and hereby affirms, under penalties of perjury, that this Certificate of Merger is the act and deed of such corporation and that the facts stated herein are true.

DATED: October 17, 2014

**ACM MOUNTAIN II, LLC**
**a Delaware limited liability company**

By: /s/ David Y. Gan

Name: David Y. Gan
Title: Authorized Person

[Signature Page to Certificate of Merger]

**Exhibit 3.13**

**AMENDED AND RESTATED**
**LIMITED LIABILITY COMPANY AGREEMENT**
**OF**
**AECOM GLOBAL II, LLC**
**(FORMERLY ACM MOUNTAIN II, LLC)**

This Amended and Restated Limited Liability Company Agreement (this "**Agreement**") of AECOM Global II, LLC, a Delaware limited liability company (the "**Company**"), dated as of October 17, 2014, is entered into by AECOM Technology Corporation, a Delaware corporation (the "**Member**").

R E C I T A L S:

A. The Company was previously formed pursuant to the execution and filing of the Certificate of Formation of ACM Mountain II, LLC with the Secretary of State of the State of Delaware on July 3, 2014 pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "**Act**").

B. The Member, as the sole member of the Company, previously entered into that certain limited liability company agreement of the Company, dated as of July 3, 2014 (the "**Original Agreement**").

C. In connection with the Merger Agreement (as defined below), an authorized person of the Company executed and filed an Amended and Restated Certificate of Formation with the office of the Secretary of State of the State of Delaware on the date hereof, for the purpose of, among other things, changing the Company's name from ACM Mountain II, LLC to AECOM Global II, LLC.

D. To, among other things, reflect the Company's name change, the Member desires to amend and restate the Original Agreement in its entirety on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member and the Company hereby agree as follows:

1. Name. The name of the Company is "AECOM Global II, LLC".

2. Purpose. The Company has been formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is: (a) to engage in any lawful act or activity for which limited liability companies may be formed under the Act; and (b) to engage in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, New



Castle County, Delaware 19801.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

5. Member. The name and the business address of the Member is as follows:

AECOM Technology Corporation
555 South Flower Street, Suite 3700
Los Angeles, CA 90071-2300

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of the Member; (b) the distribution of all of the Company's assets; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Capital Contributions. The Member has contributed or will contribute 100% of the capital of the Company.

9. Nature of Interests. The Member is the sole owner of the Company. Except as otherwise required by law, the following shall apply for federal tax purposes and for relevant state tax purposes, but only for such purposes: (a) in accordance with Treasury regulations Section 301.7701-3(b)(1)(ii), the Company shall be disregarded as an entity separate from such owner; (b) all items of income, gain, loss, deduction and credit of the Company shall be treated as recognized directly by such owner; and (c) the assets and liabilities of the Company shall be treated as the assets and liabilities of such owner.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

12. Exculpation; Indemnification.

a. The liability of the Member to the Company is eliminated or limited to the fullest extent permitted under the Act, and the Member shall have no liability to the Company except as expressly required by the Act. The Member shall be indemnified to the fullest extent permitted under the Act.

b. Pursuant to and strictly in accordance with Section 5.9 of that certain Agreement and Plan of Merger, dated as of July 11, 2014, by and among the Member, ACM Mountain I, LLC, a Delaware limited liability company and direct wholly-owned subsidiary of the Member, the Company and URS Corporation, a Delaware corporation (the "**Merger Agreement**"), the Company hereby assumes and agrees to perform all rights to indemnification, advancement of expenses and exculpation of liabilities existing in favor of the Indemnified Parties (as defined in the Merger Agreement) for acts or omissions occurring prior to the Second Effective Time (as defined in the Merger Agreement).

13. Amendment. This Agreement may be amended from time to time with the prior written consent of the Member and the Company.

14. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

14 Creditors Not Benefited. Nothing contained in this Agreement is intended or shall be deemed to benefit any creditor of the Company, and no creditor of the Company shall be entitled to require the Company or the Member to solicit or accept any capital contribution for the Company or to enforce any right which the Company may have against the Member under this Agreement.

[*Signature Page Follows*]



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement on the date first written above.

**MEMBER:**

AECOM TECHNOLOGY CORPORATION

By: /s/ David Y. Gan
Name: David Y. Gan
Title: Senior Vice President, Assistant General Counsel

[Signature Page to A&R LLC Agreement of AECOM Global II, LLC (Formerly ACM Mountain II, LLC)]

**Exhibit 3.14**

***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 GOVERNMENT SERVICES, INC." AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SECOND DAY OF APRIL, A.D. 1980, AT 3 O'CLOCK P.M.*

*CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "HOLMES & NARVER SERVICES, INC." TO "AECOM GOVERNMENT SERVICES, INC.", FILED THE FOURTEENTH DAY OF NOVEMBER, A.D. 2001, AT 5 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 GOVERNMENT SERVICES, INC.".*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

*0891002 8100H*

*AUTHENTICATION: 1677896*

*141151740*

*DATE: 09-08-14*

*You may verify this certificate online*
*at corp.delaware.gov/authver.shtml*



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FILE HEADER

FILE # 0 8 9 1 0 0 2

BATCH CONTROL # 19-3

READER/PRINTER OPERATOR ______ DATE ______

SCANNER OPERATOR ______ DATE ______

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[ILLEGIBLE]
FILED
APR 22 1980 3 p.m.
[ILLEGIBLE]

**01**

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CERTIFICATE OF INCORPORATION

OF

HOLMES & NARVER SERVICES, INC.

1. The name of the corporation is:

HOLMES & NARVER SERVICES, INC.

2. The address of its registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. 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.

4. The total number of shares of common stock which the corporation shall have authority to issue is Ten (10) all of such shares shall be without par value.

5. The board of directors is authorized to make, alter or repeal the by-laws of the corporation. Election of directors need not be by ballot.

6. The name and mailing address of the incorporator is:

L. M. Custis
100 West Tenth Street
Wilmington, Delaware 19801

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby 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 April, 1980.

/s/ L. M. Custis
L. M. Custis

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*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 05:00 PM 11/14/2001*
*010577383 – 0891002*

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

HOLMES & NARVER SERVICES, INC.

HOLMES & NARVER SERVICES, 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 Holmes & Narver Services, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:

"1. The name of the corporation is: AECOM GOVERNMENT SERVICES, 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 corporation has caused this certificate to be signed by Albert J. Konvicka, its President, and Robyn L. Miller, its Secretary, this 13th day of November, 2001.

| /s/ Albert J. Konvicka | /s/ Robyn L. Miller |
|---|---|
| Albert J. Konvicka, President | Robyn L. Miller, Secretary |

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The By-Laws were restated in 2003 to reflect the new company name. Holmes & Narver Services, Inc. changed its name to AECOM Government Services, Inc., on November 14, 2001.

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**RESTATED BY-LAWS OF**

**AECOM GOVERNMENT SERVICES, INC.**

**(As of January 1, 2003)**

## ARTICLE 1. SHAREHOLDERS

**Section 1.** **Annual Meeting**

The annual meeting of the Shareholders of the Corporation shall be held on August 1 of each year at some time and place as shall be designated by resolution of the Board of Directors.

**Section 2.** **Special Meeting**

Special meetings of the Shareholders, for any purpose or purposes, may be called by a majority of the Board of Directors or the Chief Executive Officer to be held at such time and place as shall be designated in the notice thereof.

**Section 3.** **Quorum**

At any meeting of the Shareholders, the holder of at least 51% of the issued and outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum for all purposes, unless or except to the extent that the presence of a larger number may be required by law, in which case such larger number shall constitute a quorum for all purposes.

**Section 4.** **Proxies**

At any meeting of the Shareholders, every Shareholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting.

**Section 5.** **Action by Consent**

Any and all actions required or permitted to be taken at any meeting of Shareholders may be taken without a meeting, prior notice or vote, if a consent in writing setting forth the action so taken, shall be signed by all the holders of outstanding shares of stock, and such writing shall be filed with the minutes of the proceedings of the Shareholders.



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## ARTICLE II. BOARD OF DIRECTORS

**Section 1.** **Powers of the Directors**

The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such acts as may be exercised or done by the Corporation.

**Section 2.** **Number of Directors**

The number of Directors who shall constitute the whole Board of Directors shall be not less than three (3) nor more than nine (9).

**Section 3.** **Term of Office**

Each Director shall be elected by the Shareholders to serve at the will and pleasure of the Shareholders and shall serve until such time as his successor is elected and takes office, or until his earlier resignation or removal.

**Section 4.** **Vacancies**

In the case of any vacancy on the Board of Directors or in the case of any newly created directorship, a Director to fill such vacancy or such newly created directorship for the unexpired portion of the term being filled shall be elected by the Shareholders.

**Section 5.** **Resignation**

Any Director may resign at any time by giving written notice of his resignation to the President or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein, or if the time when it shall become effective shall not be specified therein, then it shall take effect when accepted by action of the Board of Directors. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.** **Removal**

A Director may be removed, either with or without cause and without liability, at any time by a majority vote of either the Board of Directors or the Shareholders.



**Section 7. Quorum**

At any meeting of the Board of Directors, a majority of the Directors of the whole Board shall constitute a quorum for all purposes, except to the extent that the presence of a larger number may be required by law, in which case such larger number shall constitute a quorum for all purposes.

**Section 8. Action by Consent**

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, prior notice, or vote, if a consent in writing setting forth the action so taken, shall be signed by all the Directors and such writing is filed with the minutes of the proceedings of the Board of Directors or Committee.

**Section 9. Telephonic Meetings**

Members of the Board of Directors may participate in any meeting of such Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person of any such Director or Directors at such telephonic meeting.

## ARTICLE III. OFFICERS

**Section 1. Election**

The officers of the Corporation shall be elected by the Board of Directors.

**Section 2. Term of Office**

Each officer shall be elected by the Board of Directors to serve at the will and pleasure of the Board of Directors and shall hold office until his successor is elected and takes office or until his earlier resignation or removal.

**Section 3. Officers of the Corporation**

The officers of the Corporation shall consist of a President, one or more Vice Presidents, a Secretary, a Treasurer, and any Chairman of the Board, Assistant Secretaries and Assistant Treasurers as shall be named by the Board of Directors. No more than two offices may be held by the same person. The President shall not serve as Secretary.



**Section 4. Vacancies**

In case of any vacancy of an office or in case of any newly created office, an officer to fill such vacancy or such newly created office for the unexpired portion of the term being filled shall be elected by the Board of Directors.

**Section 5. Resignation**

Any officer may resign at any time by giving written notice to the President or the Secretary of the Corporation and such resignation shall take effect at the time specified therein, or if the time when it shall become effective shall not be specified therein, then it shall take effect when accepted by the action of the Board of Directors. Except as aforesaid, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Removal**

An officer elected by the Board of Directors may be removed, and/or terminated as an employee of the Corporation, either with or without cause and without liability, at any time the President of the Corporation or by a majority vote of either the Board of Directors or the Shareholders.

**Section 7. Chairman of the Board of Directors**

At the discretion of the Board of Directors the office of the Chairman of the Board may be established. Such Chairman of the Board shall perform all duties and functions as shall be delegated to him by the Board of Directors.

**Section 8. President**

The President shall be the Chief Executive Officer of the Corporation. Subject to the provision of these bylaws and to the direction of the Board of Directors, he shall have the responsibility for the general management and control of the affairs and business of the Corporation and shall perform all duties and have all powers which are commonly incident to the office of Chief Executive or which are delegated to him by the Shareholders. The President’s duties shall not, without authorization of the Shareholders, include the power to borrow money, mortgage assets, or guarantee debts or obligations.

**Section 9. Vice President**

The Vice President, or if there be more than one, the Vice Presidents in the order determined by the Board of Directors, shall, in the absence of disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors or the President shall prescribe.

**Section 10.** **Secretary**

The Secretary shall issue all authorized notices for and shall keep minutes of all meetings of the Shareholders and the Board of Directors and shall perform such other duties as the Board of Directors or the President shall prescribe.

**Section 11.** **Assistant Secretary**

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined 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 as the Board of Directors or the President shall prescribe.

**Section 12.** **Treasurer**

The Treasurer shall have the custody of all moneys and securities of the Corporation and shall keep regular books of account. He shall make such disbursements of the funds of the Corporation as are proper and shall render from time to time an account of all such transactions and of the financial condition of the Corporation, and shall perform such other duties as the Board of Directors shall prescribe.

**Section 13.** **Assistant Treasurer**

The Assistant Treasurer , or if there be more than one, the Assistant Treasurers in the order determined 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 as the Board of Directors or the President shall prescribe.

## ARTICLE IV. STOCK CERTIFICATES

**Section 1.** **Issuance**

Each Shareholder shall be entitled to a certificate signed by the President or any other duly appointed officer of the Corporation, certifying the number of shares owned by him.

**Section 2.** **Transfer**

Transfers of stock shall be made only upon the transfer books of the Corporation by the transfer agents designated to transfer shares of stock of the Corporation.



## ARTICLE V. LOCATION OF BOOKS, ACCOUNTS AND RECORDS

All books, accounts, and records of the Corporation, including but not limited to stock ledgers and minute books shall be located where the books, accounts, and records of any Shareholder of the Corporation which owns 51% or more of the issued and outstanding stock of the Corporation are kept or at such place as shall be designated by the majority Shareholder.

## ARTICLE VI. SEAL

The Board of Directors may by resolution provide for a suitable seal, containing the name of the Corporation, which seal shall be in the charge of the Secretary.

## ARTICLE VII. FISCAL YEAR

The fiscal year of the Corporation shall end on the 30th day of September in each year.

## ARTICLE VIII. AMENDMENTS

These Bylaws may be amended or repealed by a majority vote of Shareholders unless otherwise specified by law.

**Exhibit 3.16**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:14 PM 12/14/2007*
*FILED 03:03 PM 12/14/2007*
*SRV 071325113 - 3768651 FILE*

**CERTIFICATE OF AMENDMENT**

**OF**

**CERTIFICATE OF INCORPORATION**

AECOM 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 AECOM International, 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 calling a special meeting of the Board of Directors 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 First Article thereof so that, as amended said Article should be read as follows:

**FIRST:** The name of the corporation is changed from AECOM International, Inc. to AECOM International Development, Inc.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors held on December 13, 2007, in accordance with Section 222 of the General Corporation Law of the State of Delaware an affirmative vote of the Board resulted in adoption 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 Certificate of Amendment of the Certificate of Incorporation shall be effective on December 17, 2007.

IN WITNESS WHEREOF, AECOM International, Inc. has caused this certificate to be signed this 14th day of December 2007.

/s/ Sharron Bratrud
By: Sharron Bratrud, Authorized Person

[ILLEGIBLE]
My Commission Expires February 29, 2012

---

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:36 AM 11/26/2007*
*FILED 11:12 AM 11/26/2007*
*SRV 071250770 - 3768615 FILE*

**CERTIFICATE OF AMENDMENT**

**OF**

**CERTIFICATE OF INCORPORATION**

Planning and Development Collaborative 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 Planning and Development Collaborative International, 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 calling a special meeting of the Board of Directors 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 First Article thereof so that, as amended said Article should be read as follows:

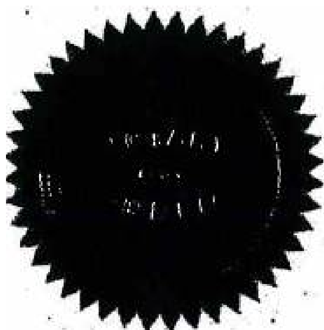
**FIRST:** The name of the corporation is AECOM International, Inc.

**SECOND:** That thereafter, pursuant to resolution of its Board of Directors held on November 5, 2007, in accordance with Section 222 of the General Corporation Law of the State of Delaware an affirmative vote of the Board resulted in adoption 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 Certificate of Amendment of the Certificate of Incorporation shall be effective on December 1, 2007.

IN WITNESS WHEREOF, Planning and Development Collaborative International, Inc., has caused this certificate to be signed this 21 day of November 2007.



/s/ Duane Kissick
By: Duane Kissick, President

[ILLEGIBLE]
My commission expires February 29, 2012.

---

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:02 PM 02/24/2004*
*FILED 02:18 PM 02/24/2004*
*SRV 040131162 - 3768615 FILE*

**CERTIFICATE OF INCORPORATION**
**OF**
**PADCO MERGER SUB, INC.**

**FIRST:** The name of the corporation is PADCO Merger Sub, Inc.

**SECOND:** The address of the registered office of the corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of its registered agent at that 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 all classes of stock which the corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, par value $.01 per share (the “Common Stock”).

**FIFTH:** The business and affairs of the corporation shall be managed by and under the direction of the Board of Directors.

**SIXTH:** To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. The liability of a director of the corporation to the corporation or its stockholders for monetary damages shall be eliminated to the fullest extent permissible under applicable law in the event it is determined that Delaware law does not apply. The corporation is authorized to provide by bylaw, agreement or otherwise for indemnification of directors, officers, employees and agents for breach of duty to the corporation and its stockholders in excess of the indemnification otherwise permitted by applicable law. Any repeal or modification of this Article shall not result in any liability for a director with respect to any action or omission occurring prior to such repeal or modification.

**SEVENTH:** 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 by this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

**EIGHTH:** In addition to the other powers expressly granted by statute, the Board of Directors of the corporation shall have the power to adopt, repeal, alter or amend the bylaws of the corporation.

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**NINTH:** Elections of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

**TENTH:** The name and mailing address of the incorporator is Eric Chen, c/o AECOM Technology Corporation, 555 S. Flower Street, Suite 3700, Los Angeles, CA 90071.

**I, THE UNDERSIGNED**, being the Incorporator hereinbefore named for the purpose of forming a corporation in pursuance of the General Corporation Law of the State of Delaware and the acts amendatory thereof and supplemental thereto, make and file this Certificate of Incorporation hereby declaring and certifying that the facts herein stated are true as of February 24, 2004

/s/ Eric Chen
Eric Chen



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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 08:15 PM 03/31/2004*
*FILED 06:40 PM 03/31/2004*
*SRV 040238991 - 3768615 FILE*

**CERTIFICATE OF MERGER**
**OF**
**PADCO, INC.,**
**INTO**
**PADCO MERGER SUB, INC.**

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

| Name | State of Incorporation |
|---|---|
| PADCO, Inc. | District of Columbia |
| PADCO Merger Sub, Inc. | Delaware |

SECOND: That 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 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: PADCO, Inc. has authorized capital of 150,000 shares of common stock, par value $0.10 per share.

FOURTH: That the name of the surviving corporation of the merger (the “Surviving Corporation”) is PADCO Merger Sub, Inc., the name of which shall immediately be changed to “Planning and Development Collaborative International, Inc.”

FIFTH: That the Certificate of Incorporation of the Surviving Corporation, shall, upon consummation of the merger, be amended and restated in its entirety as set forth on Appendix A attached to this Certificate of Merger.

SIXTH: That the executed Agreement and Plan of Merger is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business of the Surviving Corporation is 555 S. Flower Street, Suite 3700, Los Angeles, California 90071.

SEVENTH: That a copy of the Agreement and Plan of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.

*[The remainder of this page has been intentionally left blank]*



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IN WITNESS WHEREOF, the constituent corporations to the merger have each caused this Certificate of Meager to be executed by its duly authorized officer this 31st day of March 2004.

PADCO, INC.

By: /s/ Duane Kissick
Name: Duane Kissick
Title: President and Chief Executive Officer

PADCO MERGER SUB, INC.

By: /s/ Eric Chen
Name: Eric Chen
Title: President

Appendix A

**CERTIFICATE OF INCORPORATION**
**OF**
**PLANNING AND DEVELOPMENT COLLABORATIVE INTERNATIONAL, INC.**
(a Delaware Corporation)

Name

1. One: The name of the corporation is Planning and Development Collaborative International, Inc. (hereinafter called the "Corporation").

Address

Two: The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

Purpose

Three: 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.

Authorized Shares

Four: The total number of shares which the Corporation shall have authority to issue is one thousand (1,000) shares, all of which shall be shares of Common Stock with a par value of $0.001 per share.

Director Power

Five: The directors shall have the power to adopt, amend or repeal Bylaws, except as may otherwise be provided in the Bylaws.

Director Liability

Six: The personal liability of the directors of the Corporation is hereby eliminated to the fullest extent permitted by Section 102(b)(7) of the General Corporation Law of the State of Delaware, as the same may be amended or supplemented.

Corporation Rights

Seven: The Corporation reserves the right to amend or repeal any provisions contained in this Certificate of Incorporation from time to time and at any time in the manner now or hereafter prescribed by the laws of the State of Delaware, and all rights conferred upon stockholders and directors are granted subject to such reservation.

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OFFICE OF RECORDER OF DEED
Corporation Division
Sixth and D Streets, N. W.
Washington, D. C. 20001

CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Corporation Act have been compiled with and ACCORDINGLY this Certificate of Incorporation is hereby issued to PADCO, INC.

as of June 18, 1979

PETER S. RIDLEY,
Recorder of Deeds, D.C.

By John M. Duty
Assistant Superintendent of Corporations

I certify that I have compared this copy with the original and it is a true and complete copy.
Signed: Suzanne H. Jackson Date: 10/15/91
Suzanne H. Jackson Attorney at Law Ayuda Inc. 1738 Columbia Road, N.W. Washington, D.C. 20009 D.C. Bar #426221 Admitted to practice in the District of Columbia.

Government of the District of Columbia
Form RDC 33
Rev. Jul 1863

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| District of Columbia | | |
|---|---|---|
| Filing Fee | $ | 20.00 |
| Indexing Fee | | 2.00 |
| Initial License Fee | | 20.00 |
| Total | $ | 42.00 |

ARTICLES OF INCORPORATION
OF
PADCO, INC.

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the District of Columbia Business Corporation Act, adopt the following Articles of Incorporation for such corporation:

First: The name of the corporation is PADCO, INC.

Second: The period of its duration is perpetual.

Third: The purposes for which the corporation is organized are:

To engage in and carry on the business of providing consulting services to governments and private clients in planning for urbanization.

To conduct business in the District of Columbia and elsewhere, including any of the states, territories, colonies or dependencies of the United States and any and all foreign countries, have one or more offices therein, and therein to hold, purchase, let, mortgage and convey real and personal property, except as and when forbidden by local laws.

In general, to carry on any other business in connection with the foregoing, and to have and exercise all the powers conferred by the laws of the District of Columbia upon corporations formed under the laws of the District of Columbia, and to do any or all of the things hereinbefore set forth to the same extent as natural persons might or could do.

The objects and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this certificate of incorporation, but the objects and purposes specified in each of the foregoing clauses of this article shall be regarded as independent objects

FILED JUN 18 1979

BY [ILLEGIBLE]

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and purposes.

Fourth: The aggregate number of shares which the corporation is authorized to issue is 150,000 divided into one class. The designation of the class, the number of shares of the class, and the par value of the shares of the class is as follows:

| Number of Shares | Class | Series | Par Value per Share |
|---|---|---|---|
| 150,000 | Common | — | $ 0.10 |

Fifth: There are no preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of common stock.

Sixth: The corporation will not commence business until at least one thousand dollars has been received by it as consideration for the issuance of shares.

Seventh: There are no provisions limiting or denying to shareholders the preemptive right to acquire additional shares of the corporation.

Eighth: Provisions for the regulation of the internal affairs of the corporation are as provided in the by-laws.

Ninth: The address, including street and number, of the initial registered office of the corporation is: 1834 Jefferson Place, N.W., Washington, D.C. 20036, and the name of the initial registered agent at such address is Alfred P. Van Huyck. The address, including street and number, in the District of Columbia where it conducts its principal business is 1834 Jefferson Place, Northwest, Washington, D.C. 20036.

Tenth: The number of directors constituting the initial board of directors of the corporation is 7 and the names and addresses, including street and number, of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

| Name | Address |
|---|---|
| Alfred P. Van Huyck | 1834 Jefferson Place, N.W.<br>Washington, D.C. 20036 |
| Thomas Deen | 7798 Old Springhouse Road<br>McLean, Virginia 22101 |
| John D. Herbert | 1834 Jefferson Place. N.W.<br>Washington, D.C. 20036 |

| Name | Address |
| --- | --- |
| Philip Eammer | 1140 Connecticut Avenue, N.W. #510<br>Washington, D.C. 20035 |
| Alan M. Voorhees | 7798 Old Springhouse Road<br>McLean, Virginia 22101 |
| Colin Rosser | Walnut Cottage<br>Shiplake Rise<br>Eenley, Oxfordshire, England |
| David J. Oakley | 7 Netherfield Road<br>Earpenden, Eerts, England |

Eleventh: The name and address, including street and number of each incorporator is:

| Name | Address |
| --- | --- |
| Raymond M. Jacobson | 1000 Connecticut Avenue, N.W. #9<br>Washington, D.C. 20036 |
| Jacqueline A. Bryte | 1700 K Street, N.W. #801<br>Washington, D.C. 20006 |
| Martin Sterenbuch | 1700 K Street, N.W. #801<br>Washington, D.C. 20006. |

Dated: May 8, 1979

[ILLEGIBLE]

[ILLEGIBLE]

[ILLEGIBLE]

I certify that I have compared this copy with the original and it is a true and complete copy.
Signed: Suzanne H. Jackson Date: 10/15/91
Suzanne H. Jackson Attorney at Law Ayuda Inc. 1736 Columbia Road, N.W. Washington, D.C. 20009 DC Bar #426221 Admitted to practice in the District of Columbia.

**Exhibit 3.17**

# BYLAWS

# OF

# PADCO MERGER SUB, INC.,
**a Delaware corporation**

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**BYLAWS**
**OF**
**PADCO MERGER SUB, INC.,**
**a Delaware corporation**

**1. OFFICES**

**1.1** **Registered Office**. The registered office of this Corporation shall be in the City of Wilmington, County of New Castle, Delaware and the name of the resident agent in charge thereof is the agent named in the Certificate of Incorporation until changed by the Board of Directors (the “Board”).

**1.2** **Principal Office**. The principal office for the transaction of the business of the Corporation shall be at such place as may be established by the Board. The Board is granted full power and authority to change said principal office from one location to another.

**1.3** **Other Offices**. The Corporation may also have an office or offices at such other places, either within or without the State of Delaware, as the Board may from time to time designate or the business of the Corporation may require.

## 2. MEETINGS OF STOCKHOLDERS

**2.1** **Time and Place of Meetings**. Meetings of stockholders shall be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

**2.2** **Annual Meetings**. Annual meetings of the stockholders of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings may be held at such time, date and place as the Board shall determine by resolution.

**2.3** **Special Meetings**. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board, or by a committee of the Board that has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in the Bylaws of the Corporation, include the power to call such meetings, and shall be called by the president or secretary at the request in writing of a majority of the Board, 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 but such special meetings may not be called by any other person or persons; provided, however, that if and to the extent that any special meeting of stockholders may be called by any other person or persons specified in any provisions of the Certificate of Incorporation or any amendment thereto, or any certificate filed under Section 151(g) of the Delaware General Corporation Law (or its successor statute as in effect from time to time hereafter), then such special meeting may also be called by the person or persons in the manner, at the times and for the purposes so specified. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

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**2.4** **Stockholder Lists**. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of 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 of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or at the place of the meeting, and the list shall also be available at the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

**2.5** **Notice of Meetings**. Notice of each meeting of stockholders, whether annual or special, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which such meeting has been called, shall be given to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. Except as otherwise expressly required by law, notice of any adjourned meeting of the stockholders need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Notice of any meeting of stockholders shall be deemed waived by any stockholder who shall attend such meeting in person or by proxy, except a stockholder who shall attend such 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.

**2.6** **Quorum and Adjournment**. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for holding all meetings of stockholders, except as otherwise provided by applicable law or by the Certificate of Incorporation; provided, however, that the stockholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. If it shall appear that such quorum is not present or represented at any meeting of stockholders, the Chairman of the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. 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 noticed. 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 at the meeting. The Chairman of the meeting may determine that a quorum is present based upon any reasonable evidence of the presence in person or by proxy of stockholders holding a majority of the outstanding votes, including without limitation, evidence from



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any record of stockholders who have signed a register indicating their presence at the meeting.

**2.7** **Voting**. In all matters, when a quorum is present at any meeting, the vote of the holders of a majority of the capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law or of the Certificate of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question. Such vote may be viva voce or by written ballot; provided, however, that the Board may, in its discretion, require a written ballot for any vote, and further provided that all elections for directors must be by written ballot upon demand made by a stockholder at any election and before the voting begins.

Unless otherwise provided in the Certificate of Incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder.

**2.8** **Proxies**. Each stockholder entitled to vote at a meeting of stockholders may authorize in writing another person or persons to act for such holder by proxy, but no proxy shall be voted or acted upon after three years from its date, unless the person executing the proxy specifies therein the period of time for which it is to continue in force.

**2.9** **Inspectors of Election**. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation or the Chairman of the meeting shall appoint one or more alternate inspectors to replace any inspector who fails to act. Each inspector, before undertaking his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall ascertain the number of shares outstanding and the voting power of each, determine the

shares represented at the meeting and the validity of the proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspector shall perform his or her duties and shall make all determinations in accordance with the Delaware General Corporation Law including, without limitation, Section 231 of the Delaware General Corporation Law.

The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

The appointment of inspectors of election shall be in the discretion of the Board until such time as the Corporation has a class of voting stock that is (i) listed on a national securities exchange, (ii) authorized for quotation on an interdealer quotation system of a



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registered national securities association, or (iii) held of record by more than 2,000 stockholders, at which time appointment of inspectors shall be obligatory.

**2.10** **Action Without Meeting**. Any action of the stockholders may be taken without a meeting, if a majority of the stockholders consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of stockholders, provided, that, prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## 3. DIRECTORS

**3.1** **Powers**. The Board shall have the power to manage or direct the management of the property, business and affairs of the Corporation, and except as expressly limited by law, to exercise all of its corporate powers. The Board may establish procedures and rules, or may authorize the Chairman of any meeting of stockholders to establish procedures and rules, for the fair and orderly conduct of any meeting including, without limitation, registration of the stockholders attending the meeting, adoption of an agenda, establishing the order of business at the meeting, recessing and adjourning the meeting for the purposes of tabulating any votes and receiving the results thereof, the timing of the opening and closing of the polls, and the physical layout of the facilities for the meeting.

**3.2** **Number, Election and Tenure**. The Board shall consist of one or more members. The exact number shall be determined from time to time by resolution of the Board. Directors shall be elected at the annual meeting of stockholders and each director shall serve until such person’s successor is elected and qualified or until such person’s death, retirement, resignation or removal.

**3.3** **Vacancies and Newly Created Directorships**. Any newly created directorship resulting from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy on the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

**3.4** **Meetings**. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

**3.5** **Annual Meeting**. The Board shall meet as soon as practicable after each annual election of directors.

**3.6** **Regular Meetings**. Regular meetings of the Board shall be held without call or notice at such time and place as shall from time to time be determined by resolution of the Board.

**3.7** **Special Meetings**. Special meetings of the Board may be called at any time, and for any purpose permitted by law, by the Chairman of the Board (or, if the Board does not appoint a Chairman of the Board, the President), or by the Secretary on the written request of any two members of the Board unless the Board consists of only one director in which case the special meeting shall be called on the written request of the sole director, which meetings shall be held at the time and place designated by the person or



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persons calling the meeting. Notice of the time, place and purpose of any such meeting shall be given to the directors by the Secretary, or in case of the Secretary’s absence, refusal or inability to act, by any other officer. Any such notice may be given by mail, by electronic mail, by telefacsimile, by telephone, by personal service, or by any combination thereof as to different directors. If the notice is by mail, then it shall be deposited in a United States Post Office at least seventy-two hours before the time of the meeting; if by telefacsimile or by electronic mail, it shall be sent via telefacsimile or via electronic mail at least twenty-four hours before the time of the meeting; if by telephone or by personal service, communicated or delivered at least twenty-four hours before the time of the meeting.

**3.8** **Quorum**. At all meetings of the Board, a majority of the whole Board 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 there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law or by the Certificate of Incorporation or by these Bylaws. Any meeting of the Board may be adjourned to meet again at a stated day and hour. Even though a quorum is not present, as required in this Section, a majority of the directors present at any meeting of the Board, either regular or special, may adjourn from time to time until a quorum be had. Notice of any adjourned meeting need not be given.

**3.9** **Fees and Compensation**. Each director and each member of a committee of the Board shall receive such fees and reimbursement of expenses incurred on behalf of the Corporation or in attending meetings as the Board may from time to time determine. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

**3.10** **Meetings by Telephonic Communication**. Members of the Board or any committee thereof may participate in a regular or special meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

**3.11** **Committees**. The Board may, by resolution passed by a majority of the whole Board, designate committees, each 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. Upon the absence or disqualification of a member of a committee, if the Board has not designated one or more alternates (or if such alternate(s) are then absent or disqualified), 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 to act at the meeting in the place of any such absent or disqualified member or alternate. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board 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 that may require it; but no such committee shall have the power or authority in reference to: (a) amending



the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board as provided in Section 151(a) of the Delaware General Corporation Law fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series); (b) adopting an agreement of merger or consolidation under Section 251 or 252 of the Delaware General Corporation Law; (c) recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets; (d) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution; or (e) amending the Bylaws of the Corporation. Unless the resolution appointing such committee 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 or to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware General Corporation Law. Each committee shall have such name as may be determined from time to time by resolution adopted by the Board. Each committee shall keep minutes of its meetings and report to the Board when required.

**3.12** **Action Without Meetings**. Unless otherwise restricted by applicable law or by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

**3.13** **Removal**. Unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

## 4. OFFICERS

**4.1** **Appointment and Salaries**. The officers of the Corporation shall be appointed by the Board and shall be a President, a Secretary and a Chief Financial Officer. The Board may also appoint a Chairman of the Board and one or more Vice Presidents and the Board or the President may appoint such other officers (including Assistant Secretaries and Financial Officers) as the Board or the President may deem necessary or desirable. The officers 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. The Board shall fix the salaries of all officers appointed by it. Unless prohibited by applicable law or by the Certificate of Incorporation or by these Bylaws, one person may be elected or appointed to serve in more than one official capacity. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

**4.2** **Removal and Resignation**. Any officer may be removed, either with or without cause, by the Board or, in the case of an officer not appointed by the Board, by the President.



Any officer may resign at any time by giving notice to the Board, the President or Secretary. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective.

**4.3** **Chairman of the Board**. The Board may, at its election, appoint a Chairman of the Board. If such an officer be elected, he or she shall, if present, preside at all meetings of the stockholders and of the Board and shall have such other powers and duties as may from time to time be assigned to him or her by the Board.

**4.4** **President**. Subject to such powers, if any, as may be given by the Board to the Chairman of the Board, if there is such an officer, the President shall be the chief executive officer of the Corporation with the powers of general manager, and he or she shall have supervising authority over and may exercise general executive powers concerning all of the operations and business of the Corporation, with the authority from time to time to delegate to other officers such executive and other powers and duties as he or she may deem advisable. If there be no Chairman of the Board, or in his or her absence, the President shall preside at all meetings of the stockholders and of the Board, unless the Board appoints another person who need not be a stockholder, officer or director of the Corporation, to preside at a meeting of stockholders.

**4.5** **Vice President**. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President, if any, (or if there be more than one Vice President, the Vice Presidents in the order of their rank or, if of equal rank, then in the order designated by the Board or the President or, in the absence of any designation, then in the order of their appointment) shall perform 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 rank of Vice Presidents in descending order shall be Executive Vice President, Senior Vice President and Vice President. The Vice President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

**4.6** **Secretary and Assistant Secretary**. The Secretary shall attend all meetings of the Board (unless the Board shall otherwise determine) and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board in a book to be kept for that purpose and shall perform like duties for the committees when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board. The Secretary shall have custody of the corporate seal of the Corporation and shall (as well as any Assistant Secretary) have authority to affix the same to any instrument requiring it and to attest it. The Secretary shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

**4.7** **Chief Financial Officer**. The Chief Financial Officer shall have 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 monies and other valuable effects in the name and to the credit of the Corporation in such



depositories as may be designated by the Board. The Chief Financial Officer may disburse the funds of the Corporation as may be ordered by the Board or the President, taking proper vouchers for such disbursements, and shall render to the Board at its regular meetings, or when the Board so requires, an account of transactions and of the financial condition of the Corporation. The Chief Financial Officer shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

If required by the Board, the Chief Financial Officer and Assistant Chief Financial Officer, if any, shall give the Corporation a bond (which shall be renewed at such times as specified by the Board) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of such person's office and for the restoration to the Corporation, in case of such person's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the Corporation.

**4.8** **Assistant Officers**. An assistant officer shall, in the absence of the officer to whom such person is an assistant or in the event of such officer's inability or refusal to act (or, if there be more than one such assistant officer, the assistant officers in the order designated by the Board or the President or, in the absence of any designation, then in the order of their appointment), perform the duties and exercise the powers of such officer. An assistant officer shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

## 5. SEAL

It shall not be necessary to the validity of any instrument executed by any authorized officer or officers of the Corporation that the execution of such instrument be evidenced by the corporate seal, and all documents, instruments, contracts and writings of all kinds signed on behalf of the Corporation by any authorized officer or officers shall be as effectual and binding on the Corporation without the corporate seal, as if the execution of the same had been evidenced by affixing the corporate seal thereto. The Board may give general authority to any officer to affix the seal of the Corporation and to attest the affixing by signature.

## 6. FORM OF STOCK CERTIFICATE

Every holder of stock in 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, if any, or by the President or a Vice-President, and by the Chief Financial Officer or a Financial Officer, or the Secretary or an Assistant Secretary certifying the number of shares owned in the Corporation. Any or all of the signatures on the certificate may be a facsimile signature. If 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 such person were such officer, transfer agent or registrar at the date of the issuance.



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 qualification, 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 that the Corporation shall issue to represent such class or series of stock. Except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate 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.

## 7. REPRESENTATION OF SHARES OF OTHER CORPORATIONS

Any and all shares of any other corporation or corporations standing in the name of the Corporation shall be voted, and all rights incident thereto shall be represented and exercised on behalf of the Corporation, as follows: (i) as the Board of the Corporation may determine from time to time, or (ii) in the absence of such determination, by the Chairman of the Board, or (iii) if the Chairman of the Board shall not vote or otherwise act with respect to the shares, by the President. The foregoing authority may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

## 8. TRANSFERS OF STOCK

Upon surrender of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment 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.

## 9. LOST, STOLEN OR DESTROYED CERTIFICATES

The Board may direct a new certificate or certificates be issued in place of any certificate theretofore issued alleged to have been lost, stolen or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance, require the owner of such certificate or certificates, or such person's 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 lost, stolen or destroyed certificate.

## 10. RECORD DATE

The Board may fix in advance a date, which shall not be more than sixty days nor less than ten days preceding the date of any meeting of stockholders, nor more than 60 days prior to any other action, as a record date for the determination of stockholders entitled to notice of or to vote at any such

meeting and any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other



distribution or allotment of any rights, or entitled to exercise the rights in respect of any change, conversion or exchange of stock, and in such case such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

**11. REGISTERED STOCKHOLDERS**

The Corporation shall be entitled to treat the holder of record of any share or shares of stock of the Corporation as the holder in fact thereof and 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, except as expressly provided by applicable law.

**12. FISCAL YEAR**

The fiscal year of the Corporation shall be fixed by resolution of the Board.

**13. AMENDMENTS**

Subject to any contrary or limiting provisions contained in the Certificate of Incorporation, these Bylaws may be amended or repealed, or new Bylaws may be adopted (a) by the affirmative vote of the holders of at least a majority of the Common Stock of the Corporation, or (b) by the affirmative vote of the majority of the Board at any regular or special meeting. Any Bylaws adopted or amended by the stockholders may be amended or repealed by the Board or the stockholders.

**14. DIVIDENDS**

**14.1** **Declaration**. Dividends on the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to law, and may be paid in cash, in property or in shares of capital stock.

**14.2** **Set Aside Funds**. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves 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 determine to be in the best interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

**15. INDEMNIFICATION AND INSURANCE**

**15.1** **Right to Indemnification**. Each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal,



administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she 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, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action or inaction in an official capacity or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the laws of Delaware, as the same exist or may hereafter be amended, against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

**15.2** **Right of Claimant to Bring Suit**. If a claim under Section 15.1 of this Article is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has failed to meet a standard of conduct which makes it permissible under Delaware law for the Corporation to indemnify the claimant for the amount claimed. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met such standard of conduct, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the

claimant has not met such standard of conduct, shall be a defense to the action or create a presumption that the claimant has failed to meet such standard of conduct.

**15.3** **Non-Exclusivity of Rights**. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

**15.4** **Insurance**. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Delaware law.

**15.5** **Expenses as a Witness**. To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or a position with another entity at the request of the Corporation, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

**15.6** **Indemnity Agreements**. The Corporation may enter into agreements with any director, officer, employee or agent of the Corporation providing for indemnification to the full extent permitted by Delaware law.



CERTIFICATE OF SECRETARY
OF
PADCO MERGER SUB, INC.,
a Delaware corporation

I hereby certify that I am the duly elected and acting Secretary of PADCO Merger Sub, Inc., a Delaware corporation, and that the foregoing Bylaws, comprising 12 pages, constitute the Bylaws of said corporation as duly adopted by the Board of Directors on February 24, 2004.

/s/ Eric Chen
Eric Chen
Secretary

**Exhibit 3.18**

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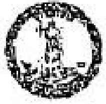

**SCC710N**
**(07/07)**

**COMMONWEALTH OF VIRGINIA**
**STATE CORPORATION COMMISSION**

**ARTICLES OF AMENDMENT**

**CHANGING THE NAME OF A VIRGINIA STOCK CORPORATION**
**By Unanimous Consent of the Shareholders**

The undersigned, on behalf of the corporation set forth below, pursuant to § 13.1-710 of the Code of Virginia, states as follows:

1. The current name of the corporation is

   McNeil Technologies, Inc.

2. The name of the corporation is changed to

   AECOM National Security Programs, Inc.

3. The foregoing amendment was adopted by unanimous consent of the shareholders on
   February 24, 2011.
   (date)

Executed in the name of the corporation by:

| | |
|---|---|
| /s/ Gerard Decker | 3/16/11 |
| (signature) | (date) |
| Gerard Decker | President |
| (printed name) | (corporate title) |
| (703) 921-1629 | 0279472-5 |
| (telephone number (optional)) | (corporation's SCC corporate ID no.) |

*(The execution must be by the chairman or any vice-chairman of the board of directors, the president, or any other of its officers authorized to act on behalf of the corporation.)*

**PRIVACY ADVISORY**: Information such as social security number, date of birth, maiden name, or financial institution account numbers is NOT required to be included in business entity documents filed with the Office of the Clerk of the Commission. Any information provided on these documents is subject to public viewing.

**SEE INSTRUCTIONS ON THE REVERSE**

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**COMMONWEALTH OF VIRGINIA**
**STATE CORPORATION COMMISSION**

AT RICHMOND, MARCH 23, 2011

The State Corporation Commission has found the accompanying articles submitted on behalf of

AECOM National Security Programs, Inc. (formerly MCNEIL TECHNOLOGIES, INC.)

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective March 23, 2011.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ James C. Dimitri
James C. Dimitri
Commissioner

**ARTICLES OF MERGER**

**MERGER OF**

**T.R. Systems, Inc. (a Maryland corporation) F1611922**

**INTO**

**McNeil Technologies, Inc. (a Virginia corporation) 02794725**

The undersigned corporations, in accordance with Section 3-109 of the Maryland General Corporation Law and Section 13.1-720 of the Virginia Stock Corporation Act, hereby adopt the following Articles of Merger:

ARTICLE I: PARTIES

The parties to these Articles of Merger (herein the "Articles of Merger") are T.R Systems, Inc., a Maryland corporation, and McNeil Technologies, Inc., a Virginia corporation qualified to do business in Maryland (collectively, referred to as the "Merging Corporations"), and hereby agree to effect a merger of the Merging Corporations upon the terms and conditions herein set forth.

ARTICLE II: NON-SURVIVING CORPORATION

The name of the corporation to be merged into the successor corporation is T.R. Systems, Inc., a Maryland corporation ("Systems"), which is a corporation incorporated in the State of Maryland under the provisions of the Maryland General Corporation Law with its principal office in the State of Maryland located in Bethesda, and the corporate existence of which will cease upon the effective date of the merger in accordance with the provisions of the Maryland General Corporation Law.

Systems owns no interest in land in the State of Maryland.

ARTICLE III: SURVIVING CORPORATION

The corporation to survive the merger is McNeil Technologies, Inc., a Virginia corporation, which was incorporated under the general law in the Commonwealth of Virginia on December 10, 1985, and which shall continue under the name of McNeil Technologies, Inc. ("McNeil") pursuant to the general laws of the Commonwealth of Virginia.

The location of the principal office of McNeil in the Commonwealth of Virginia is 6564 Loisdale Court, Suite 900, Springfield, Virginia 27150.

The principal office of McNeil in the State of Maryland is located in Hyattsville, Maryland.

The name and address of the resident agent of McNeil in the State of Maryland is National Corporate Research, Ltd., Second Floor, 836 Park Avenue, Baltimore, Maryland 21201.

McNeil registered to do interstate and foreign business in the State of Maryland as a foreign corporation on May 6, 2004.



ARTICLE IV: ARTICLES OF INCORPORATION

The Articles of Incorporation of McNeil shall not be changed by virtue of the merger

ARTICLE V: STATEMENT AS TO SHARES

The authorized share structure of Systems and McNeil at the time of execution of these Articles of Merger is as follows:

| | Systems | McNeil |
|---|---|---|
| Total number of shares of all classes: | 100 | 100.000 |
| Number and par value of shares of each class: | N/A | 100.000 @ . 10/ea. Common |
| Number of shares without par value of each class: | 100 Common | N/A |
| Aggregate par value of all shares with par value: | N/A | $10.000 |

ARTICLE VI: EXCHANGE OF SHARES

The manner in which the issued shares of Systems and McNeil will be exchanged, classified or cancelled is as follows:

A. Each share of common stock of Systems outstanding prior to these Articles of Merger shall be cancelled without consideration upon the filing of these Articles of Merger.

B. Each share of common stock of McNeil outstanding prior to these Articles of Merger becoming effective shall represent one share of common stock of McNeil, as the surviving corporation.

ARTICLE VII: TERMS AND CONDITIONS

The plan of merger (the "Plan of Merger") submitted to the members of the respective boards of directors (the "Board of Directors") of Merging Corporations and, upon the recommendation of each Board of Directors, to the shareholders (the "Shareholders") of the Merging Corporations is attached hereto as Exhibit A.

ARTICLE VIII: ADOPTION

A. These Articles of Merger and the Plan of Merger were duly authorized and unanimously adopted by written consent by the Directors of:

(1) Systems on December 16, 2008, in accordance with its charter and pursuant to Sections 3-102 and 3-105 of the Maryland General Corporation Law; and

(2) McNeil on December 16, 2008, in accordance with its charter and pursuant to Sections 13.1-716 and 13.1-718 of the Virginia Stock Corporation Act.



B. These Articles of Merger and the Plan of Merger were duly authorized and unanimously adopted by written consent by the Shareholders of:

(1) Systems on December 16, 2008, pursuant to Sections 3-102 and 3-105 of the Maryland General Corporation Law; and

(2) McNeil on December 16, 2008, pursuant to Sections 13.1-716 and 13.1-718 of the Virginia Stock Corporation Act.

ARTICLE IX: EFFECTIVE DATE

Pursuant to Section 3-113 of the Maryland General Corporation Law and Section 13.1-606 of the Virginia Stock Corporation Act, the Certificate of Merger shall become effective at 11:59 p.m. on December 31, 2008.

IN WITNESS WHEREOF, these Articles of Merger are hereby signed for and on behalf of Systems by its President, who does hereby acknowledge that said Articles of Merger are the act of said corporation, and who does hereby state under the penalties for perjury that the matters and facts set forth therein with respect to authorization and approval of said merger are true in all material respects to the best of his knowledge, information, and belief: and these Articles of Merger are hereby signed for and on behalf of McNeil by its President, who does hereby acknowledge that said Articles of Merger are the act of said corporation, and who does hereby state under the penalties for perjury that the matters and facts stated therein with respect to authorization and approval of said merger are true in all material respects to the best of his knowledge, information, and belief.

[SIGNATURE PAGE FOLLOWS]



T.R. Systems, Inc., a Maryland corporation

By: /s/ Mark E. Kleckner
Mark E. Kleckner, President

Attested:

/s/ Douglas W. Lee
Douglas W. Lee, Assistant Secretary

McNeil Technologies, Inc., a Virginia corporation

By: /s/ Gerard Decker
Gerard Decker, President

Attested:

/s/ Ronald J. Thomas
Ronald J. Thomas, Assistant Secretary



*Exhibit A: Plan of Merger*

**PLAN OF MERGER**
**merging T.R. SYSTEMS, INC.**
**(a Maryland corporation)**
**into MCNEIL TECHNOLOGIES, INC.**
**(a Virginia corporation)**

The following plan of merger (hereinafter the "Plan of Merger") is hereby established in accordance with Section 13. 1-716 of the Virginia Stock Corporation Act and Section 3-102 of the Maryland General Corporation Law.

1. Parties to the Merger. Pursuant to Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended, and the relevant provisions of the Virginia Stock Corporation Act and the Maryland General Corporation Law, T.R. Systems, Inc., a Maryland corporation qualified to do business in Virginia (hereinafter the "Maryland Corporation"), shall be merged into McNeil Technologies, Inc., a Virginia corporation, which shall be the surviving entity (hereinafter the "Surviving Corporation").

2. Terms and Conditions of the Merger.

(A) Directors Robert B. McKeon, Ramzi M. Musallam. General Richard E. Hawley. General Barry R. McCaffrey, Admiral Leighton W. Smith, Jr. and General Anthony C Zinni shall each continue to hold office as a director of the Surviving Corporation until the first annual meeting of the shareholders of the Surviving Corporation when their respective successors are elected or appointed in the manner provided in the Bylaws of the Surviving Corporation.

(B) Board of Directors Meeting. The first regular meeting of the Board of Directors of the Surviving Corporation shall be held as soon as practicable after the effective date of the merger.

(C) Officers. Upon the effective date of merger, all persons who are executive or administrative officers of the Maryland Corporation shall resign and the officers set forth in paragraph 2(D), below, shall be the officers of the Surviving Corporation subject to the Bylaws of the Surviving Corporation. The Board of Directors of the Surviving Corporation may elect or appoint such additional officers as they may deem necessary, subject to the Bylaws of the Surviving Corporation.

(D) Names of Officers. The officers of the Surviving Corporation who will continue to serve are as follows:

| | |
|---|---|
| Chairman of the Board | Robert B. McKeon |
| Chief Executive Officer | Ronald J. Thomas |
| Chief Financial Officer and Treasurer | Douglas W. Lee |
| Chief Operations Officer and Secretary | Mark E. Kleckner |
| President | Gerard Decker |
| Assistant Secretary | Ramzi M. Musallam |

(E) Effective Date of Merger.

(1) This Plan of Merger shall be submitted to the respective directors and shareholders of the constituent corporations as may be required by applicable law and the governing corporate documents of the constituent corporations and shall be adopted upon receipt of such vote as is required by applicable law and governing corporate documents.

(2) This Plan of Merger shall be deemed effective at such time as may be permitted by law and instructed by the Board of Directors of the constituent corporations.

(F) Effect of Merger.

(1) Surviving Corporation. The Surviving Corporation shall, without other transfer, secede to and possess all of the rights, privileges, powers, immunities and franchises, both public and private, and shall be subject to all the restrictions, liabilities, obligations, disabilities and duties of the Maryland Corporation and all property, both real and personal, and all debts and liabilities due such corporations, which shall be vested in the Surviving Corporation.

(2) Rights of Creditors. All of the rights of creditors and all liens upon any property of the Maryland Corporation shall be preserved, unimpaired, limited to the property affected by such liens at the time of merger, and all debts, liabilities, and duties of such corporations shall attach to the Surviving Corporation and may be entered against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

(3) Delivery of Deeds and Instruments. From time to time, as requested by the Surviving Corporation, or by its successors or assigns, the Maryland Corporation shall execute and deliver or cause to be executed and delivered all deeds and other instruments, and shall take such other actions as the Surviving Corporation may deem necessary and desirable in order to more fully vest in the Surviving Corporation, title and possession of all of the property, rights, privileges, powers and franchises referred to in this Plan of Merger.

(G) Expenses of Merger. The Surviving Corporation shall pay all expenses associated with this Plan of Merger.

3. Manner and Basis of Converting Shares. The manner in which the issued shares of the Maryland Corporation and the Surviving Corporation will be exchanged, classified or cancelled is as follows:

(A) Each share of the Maryland Corporation stock outstanding prior to the effective date of this Plan of Merger shall be cancelled upon the effective date of the merger.

(B) Each share of common stock of the Surviving Corporation outstanding prior to this Plan of Merger becoming effective shall represent one share of common stock of the Surviving Corporation upon the effective date of the merger.

4. Articles of Merger. The Maryland Corporation and the Surviving Corporation shall cause their respective corporate officers to execute and file will the appropriate government bodies Articles of Merger reflecting this Plan of Merger.



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The following acknowledge that the above is a true and correct copy of the Plan of Merger adopted by the board of directors and shareholders of T.R. Systems, Inc., a Maryland corporation, on December 16, 2008, and by the board of directors and shareholders of McNeil Technologies, Inc., a Virginia corporation, on December 16, 2008.

[SIGNATURE PAGE FOLLOWS]



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T.R. Systems, Inc.,
a Maryland corporation

By: /s/ Mark E. Kleckner
Mark E. Kleckner President

MCNEIL TECHNOLOGIES, INC.,
a Virginia corporation

By: /s/ Gerard Decker
Gerard Decker, President



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**0279472 - 5**

**COMMONWEALTH OF VIRGINIA**
**STATE CORPORATION COMMISSION**

AT RICHMOND, DECEMBER 23, 2008

The State Corporation Commission finds the accompanying articles submitted on behalf of

MCNEIL TECHNOLOGIES, INC.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the Commission, effective December 31, 2008, at 11:59 PM. Each of the following:

T R. SYSTEMS, INC.

is merged into MCNEIL TECHNOLOGIES, INC., which continues to exist under the laws of VIRGINIA with the name MCNEIL TECHNOLOGIES, INC., and the separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By /s/ [ILLEGIBLE]
Commissioner

MERGACPT
CIS0322
08-12-19-0629

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**ARTICLES OF AMENDMENT**
**TO ARTICLES OF INCORPORATION**

**OF**
**MCNEIL TECHNOLOGIES, INC.**

The undersigned corporation, pursuant to Title 13.1, Chapter 9, Article 11 of the Code of Virginia, hereby executes the following articles of amendment and sets forth:

ONE

The name of the corporation is McNeil Technologies, Inc.

TWO

Section (g), which states "At all times, a majority of the members of the board of directors must be socially and economically disadvantaged individuals as defined by the Small Business Administration in 13 C.F.R. § 124.1(c), or in any amendments thereto" is hereby deleted in its entirety.

THREE

The amendment was approved by the board of directors on July 13, 2004 and adopted by unanimous consent of the shareholders on July 13, 2004 in accordance with the provisions of Chapter 9 of Title 13.1 of the Code of Virginia.

* * * * *

[SIGNATURE PAGE FOLLOWS]

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The undersigned officer of the corporation declares that the facts herein stated in these Articles of Amendment are true as of July 13, 2004.

MCNEIL TECHNOLOGIES, INC.

By: /s/ James L. McNeil
James L. McNeil
Chief Executive Officer and Secretary

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**COMMONWEALTH OF VIRGINIA**
**STATE CORPORATION COMMISSION**

July 14, 2004

The State Corporation Commission has found the accompanying articles submitted on behalf of

MCNEIL TECHNOLOGIES, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective July 14, 2004.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ [ILLEGIBLE]
Commissioner

04-07-14-0624
AMENACPT
CIS0317

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ARTICLES OF AMENDMENT

OF

MCNEIL TECHNOLOGIES, INC.

ONE

The name of the corporation is MCNEIL TECHNOLOGIES, INC.

TWO

This amendment is to increase the aggregate number of shares which the Corporation shall have the authority to issue from 50,000 to 100,000, which shall consist of one class known as common stock. The par value of each of such shares shall be $.10.

THREE

The foregoing amendment was adopted on 26 July 1990

FOUR

The amendment was adopted by unanimous consent of the shareholders.

FIVE

The Certification of Amendment shall become effective at 11:59pm on the date the certificate is issued by the State Corporation Commission.

The undersigned President declares that the facts herein stated are true as of August 20, of 1990.

MCNEIL TECHNOLOGIES, INC.

By: /s/ James McNeil James McNeil, President

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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

August 29, 1990

The State Corporation Commission has found the accompanying articles submitted on behalf of

MCNEIL TECHNOLOGIES, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective August 29, 1990.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ [ILLEGIBLE]
Commissioner

AMENACPT
CIS20436
90-08-27-0064

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ARTICLES OF INCORPORATION

OF

MCNEIL TECHNOLOGIES, INC.

We hereby associate to form a stock corporation under the provisions of Chapter I of Title 13.1 of the Code of Virginia, and to that end set forth the following:

(a) The name of the Corporation is McNeil Technologies, Inc. (hereinafter referred to as the “Corporation”).

(b) The purpose or purposes for which the Corporation is organized are to transact any or all lawful business, not required to be specifically stated in these Articles of Incorporation, for which corporations may be incorporated under the Virginia Stock Corporation Act, including but not limited to consulting work for the public and private sector; to do everything necessary, proper, advisable or convenient for the accomplishment of the foregoing purposes; and to do all other things incidental to or connected with them that are not forbidden by law or by these Articles of Incorporation.

(c) The aggregate number of shares which the Corporation shall have the authority to issue shall be 50,000, which shall consist of one class known as common stock. The par value of each of such shares shall be $.10.

(d) The shareholders shall not have the pre-emptive right to acquire unissued shares of the Corporation.

(e) The address of the initial registered office is 5205 Chapel Gate Court, Alexandria, Virginia, County of Fairfax, Virginia 22310 and the name of its initial registered agent at such address is James McNeil, who is a resident of Virginia and an officer and director of the Corporation.

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(f) The number of directors constituting the initial Board of Directors is one, and the name and address of the person who is to serve as the initial directors is as follows:

James Lewis McNeil — 5205 Chapel Gate Court<br>Alexandria, Virginia 22310

(g) At all times, a majority of the members of the board of directors must be socially and economically disadvantaged individuals as defined by the Small Business Administration in 13 C.F.R. § 124.1(c), or in any amendments thereto.

(h) The duration of the Corporation is perpetual.

WITNESS the following signature this 5 day of December, 1985.

/s/ James Lewis McNeil
James Lewis McNeil



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SCC9 851230052

279472

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

RICHMOND, December 10, 1985

The accompanying articles having been delivered to the State Corporation Commission on behalf of

McNeil Technologies, Inc.

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

ORDERED that this CERTIFICATE OF INCORPORATION

be issued, and that this order, together with the articles, be admitted to record in this office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the Clerk of the Circuit Court, Fairfax County.

STATE CORPORATION COMMISSION

By /s/ [ILLEGIBLE]
Commissioner

123052

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Commonwealth of Virginia

State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents constituting the charter of AECOM National Security Programs, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.

*Signed and Sealed at Richmond on this Date:*
*January 23, 2014*

/s/ Joel H. Peck

*Joel H. Peck, Clerk Commission*

CIS0357

**Exhibit 3.19**

**BY-LAWS**

**of**

**McNEIL TECHNOLOGIES, INC.**

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**BYLAWS**

**of**

**McNeil Technologies, Inc.**

ARTICLE I

Identification

1.01 Name. The name of the Corporation is McNeil Technologies, Inc., (hereinafter the "Corporation").

1.02 Registered Office and Registered Agent. The registered office of the Corporation is 5205 Chapel Gate Ct, Suite 300, and the name of the registered agent at this address is James L. McNeil.

1.03 Other Offices. The Corporation may also have an office or offices other than said registered office at such place or places, either within or without the State of Virginia, as the Board of Directors shall from time to time determine or the business of the Corporation may require.

1.04 Seal. The seal of the Corporation shall be circular in form and mounted upon a metal die, suitable for impressing the same upon paper. About the upper periphery of the seal shall appear the name of the Corporation and about the lower periphery of it the words State of Virginia. In the center of the seal shall appear the words Corporate Seal and 1985.

1.05 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of February and end on the 31st day of January of each year.

ARTICLE II

Capital Stock

2.01 Payment for Shares. Shares having a par value may be issued for such consideration, not less than the par value thereof, as shall be fixed from time to time by the Board of Directors. The consideration for the issuance of shares may be paid, in whole or in part, in money in other property, tangible or intangible, or in labor or services actually performed for the Corporation; however, services cannot be payment for stock issued pursuant to Section 1244 of the Internal Revenue Code. When payment of the consideration for which shares are to be issued shall have been received by the Corporation, such shares shall be deeded to be fully paid and nonassessable. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the Corporation. In the absence of fraud in the transaction, the judgment of the Board of Directors as to the value of the consideration received for shares shall be conclusive. No certificate shall be issued for and share until the share is fully paid.



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2.02 Certificates Representing Shares. Each holder of capital stock of the Corporation shall be entitled to a certificate signed by the President or a Vice President and the Secretary or an Assistant Secretary and sealed with the seal of the Corporation. Such seal may be a facsimile. Each certificate representing shares shall state on its face the name of the Corporation, that the Corporation is organized under the laws of the State of Virginia, the name of the person to whom issued, the number and class of shares which such certificate represents, the par value of each share represented by such certificate, or a statement that the shares are without par value.

Any certificate representing shares the transferability of which is restricted or limited shall so state upon the face or back thereof, and shall either set forth a full or summary statement of any such restriction or limitation or shall state that the Corporation will furnish to any shareholder upon request and without charge such full or summary statement.

If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional conversion or other special rights, Voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of each class of stock 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 by 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 shareholder who so requests the attributes of each class of stock.

2.03 Transfer of Stock. The Corporation shall register a transfer of a stock certificate presented to it for transfer if: the certificate is properly endorsed by the registered shareholder or by his/her duly authorized attorney; the endorsement or endorsements are witnessed by one witness unless this requirement is waived by the Secretary of the Corporation; the Corporation has no notice of any adverse claims or has discharged any duty to inquire into any such claims; and any applicable law relating to the collection of taxes has been complied with. The Corporation shall be entitled, however, to recognize and enforce any lawful restriction on transfer.

2.04 Lost, Stolen, or Destroyed Certificates. The Corporation shall issue a new stock certificate in the place of any certificate theretofore issued when the shareholder of record of the certificate: makes proof in affidavit form that it has been lost, destroyed, or wrong-fully taken; requests the issue of a new

certificate before the Corporation has notice that the certificate has been acquired by a purchaser for value in good faith and without notice of any adverse claim; gives a bond in such form, and with such surety or sureties, with fixed or open penalty, as the Corporation may direct, to identify



the Corporation against and claim that may be made on account of the alledged loss, destruction, or theft of the certificates; and satisfies any other reasonable requirements imposed by the Corporation.

When a certificate has been lost, apparently destroyed, or wrongfully taken and the shareholder of record fails to notify the Corporation within a reasonable time after he has notice of it, and the Corporation registers a transfer of the shares represented by this certificate before receiving such notification, the shareholder of record is precluded from making any claim against the Corporation for the transfer or for a new certificate.

2.05 Stock Ledger. The Corporation shall maintain a stock ledger which contains the names of all persons, alphabetically arranged, who are or shall within six years have been shareholders of the Corporation, and showing their place of residence, the number of shares held by them respectively, the time when they became owners of such shares, and the amount of consideration actually paid in. Such ledger shall be available for inspection by the shareholders and creditors of the Corporation at the Corporation's office or principal place of business on every business day during the usual business hours. Any shareholder, creditor or representative shall have a right to make extracts from such ledger.

2.06 Dividends. The holders of the outstanding capital stock of the Corporation shall be entitled to receive, when and as declared by a majority of the Board of Directors, dividends payable in cash, property, or stock of the Corporation. No dividend shall be declared or paid at a time when the Corporation is insolvent or when payments thereof would render the Corporation insolvent. Dividends in cash or property may be declared and paid only out of the unreserved and unrestricted earned surplus of the Corporation or out of capital surplus, howsoever arising, but each dividend paid out of capital surplus shall be identified as a distribution of capital surplus and the amount per share paid from such surplus shall be disclosed to the stockholders receiving the same concurrently with the distribution.

## ARTICLE III

## Shareholders

3.01 Place of Meetings. Meetings of the shareholders of the Corporation shall be held at such other place or places, within or without the State of Virginia, as shall be designated by the Board of Directors.

3.02 Annual Meeting. The annual meeting of the shareholders shall be held at 10:00 a.m. on the second tuesday in March of each year if this day is not a legal holiday, and, if a holiday, then on the next following day that is not a legal holiday, or at such other date and time as shall be designated from time to time by the Board of Directors. At



such annual meeting, the shareholders shall elect a board of directors and shall transact such other business as may properly be brought before the meeting. Failure to hold the annual meeting at the designated time shall not work a forefeiture or dissolution of the Corporation.

3.03 Special Meetings. Special meetings of the shareholders may be called by the Board of Directors, the Chairman of the Board, if one shall have been elected, or the President, and shall be called by the Secretary upon the request in writing of a shareholder or shareholders holding 40% of the voting power of the issued and outstanding shares of stock of the Corporation entitled to vote at such meeting. Such request shall state the purpose of such meeting, and the business transacted at the special meeting shall be confined to the purpose stated in the notice of the meeting.

3.04 Notice of Meetings. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each registered shareholder entitled to vote at such meeting or entitled to notice of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the registered shareholder at his/her address as it appears on the stock transfer books of the Corporation, with postage prepaid.

3.05 Waiver of Notice. A shareholder waives notice if he/she before or after the meeting signs a waiver of the notice which is filed with the records of the shareholders' meeting, or is present at the meeting in person or by proxy. Neither the business to be transacted at, nor the purpose of an annual or special meeting of shareholders, need be specified in any written waiver of notice.

3.06 Quorum. A majority of the shares entitled to votes represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If a quorum shall not be present or represented at any meeting of shareholders, the shareholders entitled to vote, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. 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 called.

3.07 Determination of Shareholders.

(a) Actions Requiring Shareholder Determination. It may be necessary to determine the shareholders of the Corporation:

(1) entitled to notice of or a vote at a shareholders' meeting;



(2) entitled to receive payment of any dividends or the allotment of any rights; or,

(3) for the purpose of any other action requiring shareholder participation.

(b) Alternative Mechanisms for Determination of Shareholders.

(1) Closing Stock Transfer Books. The Board of Directors may provide that the Corporation's stock transfer book(s)) shall be closed, i.e., shareholders listed as of that date are shareholders for purposes of such determinations, for a stated period not to exceed 60 days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or vote of a shareholders' meeting, the books shall be closed for at least 10 days immediately preceding the meeting; or,

(2) Setting "Record Date." Instead of closing the stock transfer books, the Board of Directors may fix in advance a date termed the "record date" for any determination of shareholders for any of the purpose listed in subsection (a). Such date shall not be more than 60 days and, in the case of a meeting of shareholders, not less than 10 days, prior to the date on which the particular action requiring this determination of shareholders is to be taken; or,

(3) Date of Action. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders for any of the purposes listed in subsection (a), the date on which notice of a shareholders' meeting is mailed, or the date on which the resolution of the Board of Directors declaring the dividend is adopted, shall be the record date for the determination of shareholders.

(c) Application of Determination to Adjournments. When a determination of shareholders entitled to vote at any meeting of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, the determination shall also apply to any adjournment thereof.

3.08 Conduct of Meetings. Meetings of the shareholders shall be presided over by the President of the Corporation or, if he is not present, by a Vice President, or, if none of said officers is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if he/she is not present, any Assistant Secretary shall act as secretary of such meetings. In the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as Secretary of the meeting.

3.09 Voting. At all Meetings of shareholders, every share-holder entitled to vote thereat shall have one (1) vote for each share of stock standing in his/her name on the books of the Corporation on the date for the determination of shareholders entitled to vote at such



meeting. Such vote may be either in person or by proxy appointed by an instrument in writing subscribed by such shareholder or her duly authorized attorney. Such proxy shall be dated, but need not be sealed, witnessed or acknowledged. No proxy shall be valid after 11 months from the date of its execution unless otherwise provided in the proxy. All elections shall be had and all questions shall be decided by a majority of the votes cast at a duly constituted meeting, minority members' vote always prevails except as otherwise provided by law, or in the Article of Incorporation.

3.10 Action Without A Meeting. Any action required or permitted to be taken at a meeting of the shareholders of the Corporation may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. This consent shall have the same effect as a unanimous vote of shareholders and may be stated as such in any articles or document filed with the State Corporation Commission of Virginia.

## ARTICLE IV

## The Board of Directors

4.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may exercise all such authority and powers of the Corporation and do all such lawful acts and things as are not by statute or the Articles of Incorporation directed or required to be exercised or done by the shareholders.

4.02 Number and Qualifications. The Board of Directors need not be residents of the State of Virginia or shareholders of the Corporation. The number of directors constituting the initial Board of Directors shall be (1). Thereafter, the number of directors may be increased or decreased from time to time by amendment of this Section, by the affirmative vote of a majority of the entire Board of Directors, to not less than (1), but no decrease shall have the effect of shortening the term of any incumbent director. At all times, a majority of the members of the board of directors must be socially and economically disadvantaged individuals as defined by the Small Business Administration in 13 C.F.R. § 124.1(c), or in any amendments thereto.

4.03 Election and Term of Office. Members of the initial Board of Directors shall hold office until the first annual meeting of the shareholders and until their successors shall have been elected and qualified. At the first annual meeting of shareholders, and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next succeeding annual meeting and until their successors are elected and qualify, or until their death, resignation or removal, as provided in these Bylaws.



4.04 Resignations. Any director of the Corporation may resign at any time by giving written notice of his resignation to the Corporation. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.05 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal of a director in mid-term, including a vacancy resulting from an increase by not more than two in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by the sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.

4.06 Removal. At a meeting called expressly for that purpose, the shareholders of the Corporation may remove any director, with or without cause, by the affirmative vote of a majority of all the votes entitled to be cast for the election of directors.

4.07 Place of Meetings. Meetings of the Board of Directors, annual, regular, or special, may be held either within or without the State of Virginia as the Board may determine or as shall be specified in the notice of any such meeting. Any meeting of the Board of Directors or a committee of the Board may be conducted by means of a conference telephone or by any means of communication by which all persons participating in this meeting are able to hear one another, and such participation shall constitute presence in person at the meeting.

4.08 Annual Meeting. The Board of Directors shall meet each year immediately after the annual meeting of the share holders, within or without the State of Virginia, for the purpose of organization, election of officers, and consideration of any other business that may properly be brought before the meeting. No notice of any kind to either old or new Members of the Board of Directors for this annual meeting shall be necessary.

4.09 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 resolution of the Board.

4.10 Special Meetings. Special meetings of the Board of Directors shall be held whenever called by direction of the Chairman of the Board or the President and must be called by the Chairman of the Board, the President or the Secretary upon written request of one director.

4.11 Notice of Meetings. The Secretary shall provide each director with notice of special meetings of the Board of Directors. Such notice shall provide the time and place of the meeting, but need not state the purpose. Notice of each such meeting shall be mailed, postage prepaid, to each director, addressed to him/her at his/her residence



or usual place of business, by first-class mail, at least 10 days before the day on which such meeting is to be held, or shall be sent addressed to him at such place by telegraph, cable, telex, telecopier or other similar means, or be delivered to him personally or be given to him by telephone or other similar means, at least twenty-four hours before the time at which such meeting is to be held. Notice of any such meeting need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice which is filed with the records of the meeting or who shall attend such meeting, except when he/she shall attend 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.

4.12 Quorum. A majority of the Number of directors fixed by these Bylaws and only when a minority is present shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, the Articles of Incorporation or these Bylaws. In the absence of a quorum at and meeting of the Board of Directors, a majority of the directors present thereat may adjourn such meeting to another time and place. Notice of the time and place of any such adjourned meeting shall be given to the directors unless such time and place were announced to the other directors at the meeting at which the adjournment was taken.

4.13 Organization. At each meeting of the Board of Directors, the Chairman of the Board, if one shall have been elected, or, in the absence of the Chairman of the Board or if one shall not have been elected, the President (or, in his absences another director chosen by a majority of the directors present) shall act as chairman of the meeting and preside thereat. The Secretary or, in his/her absence, any person appointed by the chairman, shall act as secretary of the meeting and keep the minutes thereof.

4.14 Director Assent. A director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he/she shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation within three days after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action or failed to make his/her dissent known at the meeting.

4.15 Action Without a Meeting. Any action required or permitted to be taken at a meeting of the directors or of a committee of the Board may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed by all of the directors or all of the Members of the committee, as the case may be, and is filed with the minutes of proceedings of the Board or committee.



4.16 Compensation. The Board of Directors shall have authority to fix the compensation, including fees and reimbursement of expenses, and to fix the basis and conditions upon which this compensation shall be paid to directors for services to the Corporation. Any director may also serve the Corporation in any other capacity and receive compensation therefor in any form.

4.17 Committees. The Board of Directors may, by resolution passed by a majority of the entire Board, designate one or more committees including an executive committees each committee to consist of two or more of the directors of the Corporation. The Board of Directors 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. Except to the extent restricted by statute or the Articles of Incorporation, each such committee, to the extent provided in the resolution creating it, shall have and may exercise all the powers and authority of the Board of Directors and may authorize the seal of the Corporation to be affixed to all papers which require it. Each such committee shall serve at the pleasure of the Board of Directors and have such name as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its Meetings and report the same to the Board. However, the appointment of any committee and the delegation of authority to it does not relieve the Board of Directors or any director of any responsibility imposed by law.

## ARTICLE V

## The Officers

5.01 Officers. The officers of the Corporation shall consist of a President, Secretary, Treasurer, and such other officers and assistant officers and agents, including one or more Vice Presidents, as may be deemed necessary by the Board of Directors. Each of the officers shall be elected by the Board at its annual meeting. The Board of Directors may also elect as an officer of the Corporation a Chairman of the Board. Each of the officers shall serve at the pleasure of the Board of Directors. These officers' positions may be combined and filled by as few as one (1) person.

5.02 Vacancies. Whenever any vacancies shall occur in any office by death, resignation, increase in the Number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until his successor is chosen and qualified.

5.03 Resignation. Any officer of the Corporation may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. The resignation shall take effect at the time specified in the notice and, unless otherwise specified in it, the acceptance of the resignation shall not be necessary to make it effective.



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5.04 Removal. Any officer or agent may be removed by a majority of the Board of Directors, with or without cause, whenever in its judgment the best interests of the Corporation will be served by so doing. Any removal shall be without prejudice to the contract rights, if any, of the person so removed.

5.05 The President. The President shall have active executive management of the operations of the Corporation subject, however, to the control of the Board of Directors. The President shall preside at all meetings of shareholders and directors (if a Chairman of the Board shall not have been elected), discharge all the duties incident to the office of president and chief executive officer, and perform such other duties as these Bylaws provide or the Board of Directors may prescribe. The President shall have full authority to execute powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation.

5.06 The Vice President. The Vice President, if one is selected, shall perform all duties incumbent upon the President during the absence or disability of the President, and shall perform such other duties as these Bylaws may provide or the shareholders may prescribe. The Vice President as well as the President shall have full authority to execute powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation.

5.07 The Secretary. The Secretary, if one is selected, shall attend all meetings of the Board of Directors and shall keep, or cause to be kept in a book provided for that purpose, a true and complete record of the proceedings of these meetings. The Secretary shall be custodian of the records and the seal of the Corporation and shall see that the seal is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized. The Secretary shall attend to the giving of all notices and shall perform all duties incident to the office of secretary and such other duties as these Bylaws may provide or the Board of Directors may prescribe.

5.08 The Treasurer. The Treasurer, if one is selected, shall keep correct and complete records of account, showing accurately at all times the financial condition of the Corporation. The Treasurer shall be the legal custodian of all money, notes, securities, and other valuables that may from time to time come into the possession of the Corporation. The Treasurer shall immediately deposit all funds of the Corporation coming into his or her hands in some reliable bank or other depository to be designated by the Board of Directors and shall keep this bank account in the name of the Corporation. The Treasurer shall furnish at Meetings of the Board of Directors, or whenever requested, a statement of the financial condition of the Corporation, and shall perform all duties incident to the office of treasurer and such other duties as these Bylaws may provide or the Board of Directors may prescribe.

5.09 Transfer of Authority. In case of the absence of any officer of the Corporation or for any other reason that the Board of Directors may deem sufficient, the Board of Directors may transfer the powers or



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duties of that officer to any other officer or to any director or employee of the Corporation, provided a majority of the full Board of Directors concur, except that to the extent provided by statute, the Secretary may not perform the functions of President.

5.10 Compensation. The compensation of the officers of the Corporation for their services as such officers shall be fixed from time to time by the Board of Directors. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he is also a director of the Corporation.

5.11 Officers' Bonds or Other Security. If required by the Board of Directors, any officer of the Corporation shall give bond or other security for the faithful performance of his/her duties, in such amount and with such surety as the Board of Directors may require.

## ARTICLE VI

### General Provisions

6.01 Special Corporate Acts—Negotiable Instruments, Deeds and Contracts. All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Corporation; all deeds, mortgage, and other written contracts and agreements to which the Corporation shall be a party; and all assignments or endorsements of stock certificates, registered bonds, or other securities owned by the Corporation shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the President and the Vice President. The Board of Directors may, however, authorize any one of the officers to sign any of such instruments, for and in behalf of the Corporation, without necessity of counter-signature; designate officers or employees of the Corporation, other than those named above, who may, in the name of the Corporation, sign such instruments; and authorize the use of facsimile signatures of any such persons. Any shares of stock issued by any other corporation and owned or controlled by the Corporation may be voted at any shareholders meeting of the other corporation by the President of the Corporation, if he be present, or, in his absence, by any Vice President of the Corporation who may be present, or, in the event that both the President and Vice President shall be absent, then by such person as the President of the Corporation shall, by duly executed proxy, designate to represent the Corporation at such shareholders meeting.

6.02 Transactions in Which Directors Have an Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm of which one or more of its directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its directors are share holders, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of the director or directors at the meeting of the board of directors of the

corporation that acts upon, or in reference to, the contract or transaction, and notwithstanding his or their participation in the action, if the transaction is fair and reasonable to the Corporation and the nature of such interest shall be disclosed or known to the Board of Directors, and the Board shall, nevertheless, authorize or ratify the contract or transaction, the interested director or directors to be counted in determining whether a quorum is present but only disinterested directors to be entitled to vote on such authorization or ratification. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under the common and statutory law applicable to it.

6.03 Indemnification. The Corporation shall identify its past, present and future directors and officers (and their executors, administrators, or other legal representatives) against all reasonable expenses incurred by them in defending claims made or suits or proceedings brought against them as directors or officers and against all liability resulting from such claims, suits or proceedings pursuant to and to the extent provided in the Code of Virginia now in force or as it may be subsequently amended. Such indemnification shall occur if such directors or officers acted in good faith and in a manner they 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 their conduct was unlawful.

## ARTICLE VII

## Amendments

7.01 Amendments of BYLAWS. The Board of Directors shall have the power and authority to amend, alter or repeal these Bylaws or any provision thereof, and may from time to time make additional Bylaws.

**Exhibit 3.20**

ARTICLES OF INCORPORATION

OF

DANIEL, MANN, JOHNSON, & MENDENHALL

390443

FILED
In the office of the Secretary of State
of the State of California

FEB 1-1960
FRANK M. JORDAN, Secretary of State

By [ILLEGIBLE]
Deputy

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 canters, 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,

[ILLEGIBLE]

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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,



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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 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



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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 shell 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 ere 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 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<br>Los Angeles 5, California |
| Arthur E. Mann | 3325 Wilshire Boulevard<br>Los Angeles 5, California |
| S. Kenneth Johnson | 3325 Wilshire Boulevard<br>Los Angeles 5, California |
| Irvan F. Mendenhall | 3325 Wilshire Boulevard<br>Los Angeles 5, California |
| Stanley A. Moe | 3325 Wilshire Boulevard<br>Los Angeles 5, California |

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 of 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 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.

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 of this corporation, have executed these Articles of Incorporation this 28th day of January 1960.

/s/ [ILLEGIBLE]

/s/ [ILLEGIBLE]

/s/ [ILLEGIBLE]

/s/ [ILLEGIBLE]

/s/ [ILLEGIBLE]



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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. Mendenhal1 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)



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Cap stk chgd fr-$500,000 to $600,000

FILED
In the office of the Secretary of State
of the State of California

390443

A24176

SEP 1 - 1960
FRANK M. JORDAN, Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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 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, 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 afore-named 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 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.



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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



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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.

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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 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 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, 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 affect said amendment in accordance with the provisions of the California Corporations Code.

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"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 set 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<br>Phillip J. Daniel | 10,638 |
| /s/ [ILLEGIBLE]<br>[ILLEGIBLE] | 10,638 |
| /s/ S. Kenneth Johnson<br>S. Kenneth Johnson | 10,638 |
| /s/ Irvan F. Mendenhall<br>Irvan F. Mendenhall | 10,638 |
| /s/ Stanley A. Mue<br>Stanley A. Mue | 7,448 |

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[ILLEGIBLE]

FILED
In the office of the Secretary of State
of the State of California

390443

[ILLEGIBLE]
FRANK M. JORDAN, Secretary of State

[ILLEGIBLE]

By /s/ [ILLEGIBLE]
Deputy

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 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 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 in full as follows:

"IV: This corporation is authorized to issue only one class of shares of stock, to

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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 share 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."

"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 of its Articles of Incorporation is 42,552. 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 amendment is 50,000.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 22nd day of November 1960.

/s/ [ILLEGIBLE]
President

/s/ [ILLEGIBLE]
Secretary



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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, a California corporation therein mentioned, and Jack C. Handley 18, 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/ [ILLEGIBLE]

/s/ [ILLEGIBLE]

Subscribed and sworn to before me this 23rd day of November, 1960.

/s/ M. Madelyn Stout
M. MADELYN STOUT
Notary Public in and for said
County and State

My Commission Expires: March 10, 1963

(SEAL)

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DANIEL, MANN, JOHNSON, & MENDENHALL

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 (96,000); and all such shares of Common Stock are to be with-out 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.

EXHIBIT A

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IN WITNESS WHEREOF, each of the undersigned has here-unto signed his name and indicated the number of shares owned by him on this 22nd day of November, 1960.

| Name | Number of Shares |
|---|---|
| /s/ [ILLEGIBLE] | 10,638 |
| /s/ [ILLEGIBLE] | 10,638 |
| /s/ [ILLEGIBLE] | 10,638 |
| /s/ [ILLEGIBLE] | 10,638 |
| | |
| | |
| | |
| | |



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A42320
390443

FILED
In the Office of the Secretary of State
of the State of California

AUG 21 1963
FRANK M. JORDAN, Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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

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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 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 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."

[ILLEGIBLE]



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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/ [ILLEGIBLE]
President of Daniel, Mann, Johnson, & Mendenhall

(Corporate Seal)

/s/ [ILLEGIBLE]
Secretary of Daniel, Mann, Johnson, & Mendenhall



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STATE OF CALIFORNIA )
) ss
COUNTY OF LOS ANGELES )

Irvan F. Mendenhall and I,. K. Madsen, being first duly sworn, each for himself, deposes and says:

That Irvan F. Mendenhall is, and was at all of the 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 of said 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 said 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
Mary Markos
Mary Markos, Notary Public
in and for the State of California

My commission expires: 5-27-66

(Notarial Seal)



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[ILLEGIBLE]

OF ARTICLES OF [ILLEGIBLE] 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 28, 1963, 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 of said corporation was adopted and approved by resolutions of said Board striking from said Articles 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,

EXHIBIT A

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approves, adopts, and [ILLEGIBLE] to said amendment of the Articles or 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.

IN WITNESS WHEREOF, each of the undersigned has hereonto 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 | | |
| By ________ President | , 1963 | |
| By ________ Secretary | | |



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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 from these articles of incorporation shall be valid or effective unless approved by the vote or written consent of shareholders holding at least 66-2/35 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 66-2/35 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."



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A68097

Cap. structure chg. from 96000 NPV to 120,000 NPV.

FILED
In the office of the Secretary of State
of the State of California
APR 21 1967
FRANK M. JORDAN, Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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 60,545.

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IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment this 18th day of April, 1967.

/s/ [ILLEGIBLE]
President

/s/ [ILLEGIBLE]
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 Los Angeles, California, on April 18, 1967.

/s/ [ILLEGIBLE]

/s/ [ILLEGIBLE]



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A101011

No1 shs. w/o pv chgd. from: 120,000 to 140,000

FILED
In the office of the Secretary of State
of the State of California

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
DANIEL, MANN, JOHNSON, & MENDENHALL

NOV [ILLEGIBLE] 1970
Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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 was 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 of 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 shareholders' written consent, is the same as that set forth in the directors' resolution in Paragraph 2 above.

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4. That the number of shares entitled to consent to said amendment is 95,359 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



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390443

FILED
In the office of the Secretary of State
of the State of California

A106029

APR 21 1971
EDMUND G. BROWN Jr., Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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:

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| Name | Address |
|---|---|
| Phillip J. Daniel | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| Arthur E. Mann | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| S. Kenneth Johnson | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| Irvan F. Mendenhall | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| Stanley A Moe | 3325 Wilshire Boulevard<br>Los Angeles, 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



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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



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A134132

NO SHARES W/O P V CHGD IR: 140,000 to 1,000,000

390443

FILED
In the office of the Secretary of State
of the State of California

JUN 11 1973
EDMUND G. BROWN Jr., Secretary of State

DANIEL, MANN, JOHNSON & MENDENHALL By /s/ [ILLEGIBLE]

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,

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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,



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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 or corporation, municipality, county, parish, state, territory, government (foreign or domestic) or other municipal or governmental subdivision.



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(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 in connection with any of the purposes herein set forth or otherwise, of 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 shall 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 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<br>Los Angeles, California 90005 |
| Arthur E. Mann | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| S. Kenneth Johnson | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| Irvan F. Mendenhall | 3325 Wilshire Boulevard<br>Los Angeles, California 90005 |
| Stanley A. Moe | 3325 Wilshire Boulevard<br>Los Angeles, 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, Executive Vice President

/s/ C. L. Carlson
C. L. CARLSON, Secretary



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
C. L. CARLSON



A281553
FILED
In the office of the Secretary of State
of the Sate of California
MAY 1 1984
MARCH FONG EU, Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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."

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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 B (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.



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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 (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."

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



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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) next 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 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, 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 l,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 Bank 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 so surrendered, no principal or interest payable to the 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 becomes 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 "GGL"). 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 either 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 /s/ [ILLEGIBLE]
President

By /s/ [ILLEGIBLE]
Secretary

DANIEL, MANN, JOHNSON, & MENDENHALL

By /s/ [ILLEGIBLE]
President

By /s/ [ILLEGIBLE]
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 equalled 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.

/s/ Albert A. Dorman
Albert A. Dorman, President

Dated: May 1, 1984.

/s/ Charles L. Carlson
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.

/s/ Albert A. Dorman
Albert A. Dorman

/s/ Charles L. Carlson
Charles L. Carlson



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 equalled 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: 1,000.

Percentage vote required: a majority of the outstanding shares entitled to vote.

Dated: May 1, 1984.

/s/ J. Hugh Murphy
J. Hugh Murphy, President

/s/ Richard E. Nugent
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.

/s/ J. Hugh Murphy
J. Hugh Murphy

/s/ Richard E. Nugent
Richard E. Nugent



NCTO:

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0390443
CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
DANIEL, MANN, JOHNSON, & MENDENHALL

FILED NG
In the Office of the Secretary of State
of the State of California
OCT 01 2001
/s/ Bill Jones
BILL JONES, Secretary of State

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: “I. 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

/s/ Charles R. Rendall
Charles R. Rendall, President

/s/ Debra Tilson Lambeck
Debra Tilson Lambeck, Secretary

**CONSENT TO USE OF NAME**

DMJM-H&N AVIATION SERVICES, INC., a corporation organized under the laws of the State of California, hereby consents to the organization-qualification of DMJMH+N, Inc. in the State of California.

| /s/ Debra Tilson Lambeck | 9/28/01 |
|---|---|
| Debra Tilson Lambeck, Secretary | Date |

**515 S. Flower Street, Eighth Floor**
**Los Angeles, CA 90071**
**(213) 593-8200 Phone**
**(213) 593-8174 Fax**

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NCTO:

| | A0683419 |
|---|---|
| 390443 | FILED ILLEGIBLE |
| EFFECTIVE | In the Office of the Secretary of State |
| DATE | of the State of California |
| OCT 15 2008 | OCT 14 2008 |

**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 factor 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

/s/ Ray Landy
Ray Landy, President

/s/ Robyn L. Miller
Robyn L. Miller, Secretary

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| A0688601 | FILED Tem |
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| | In the Office of the Secretary of State |
| 0390443 Surv | of the State of California |
| | FEB 25 2009 |

**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., a 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;

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(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.



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**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 Slate 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:



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**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



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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 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.



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**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.



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**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*]



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**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 Cruz
Name: Jesus Cruz
Title: Vice President

**BUYER:**

AECOM SERVICES, INC.,
a California corporation

By: /s/ Raymond A. Landry
Name: Raymond A. Landry
Title: President



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**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



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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 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 | 1000 |

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

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0390443 Surv

FILED [ILLEGIBLE]
In the office of the Secretary of State
of the State of California
FEB 25 2009

**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 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 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, us 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 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 or 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,



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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.



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## 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.



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**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 other provisions of this Agreement, survive any judgment and, to the maximum extent permitted by law, not be deemed merged into such judgment.



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**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*]



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**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



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**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/ C. 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/ Wesley Shimoda
Name: Wesley Shimoda

Title: VP, Taxes and Assistant Treasurer



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OFFICER'S 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

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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 | 1000 |

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

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0390443 Surv

FILED Tem
In the office of the Secretary of State
of the State of California
FEB 27 2009

**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;

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(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 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 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 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 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:**

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



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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

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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 | 1000 |

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

[ILLEGIBLE]

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I hereby certify that the foregoing transcript of 109 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

Date: MAY 07 2015 ABW

/s/ Alex Padilla

ALEX PADILLA, Secretary of State

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**Exhibit 3.21**

BYLAWS

of

DANIEL, MANN, JOHNSON & MENDENHALL

A California Corporation

ARTICLE I.

Offices

Section 1.01. PRINCIPAL EXECUTIVE OFFICE. The principal executive office for the transaction of the business of the corporation is hereby fixed and located at 3250 Wilshire Boulevard, in the City of Los Angeles, County of Los Angeles, State of California. The Board of Directors is hereby granted full power and authority to change said principal executive office from one location to another in said county. Any such change shall be noted on the bylaws by the secretary, opposite this section, or this section may be amended to state the new location.

Section 1.02. OTHER OFFICES. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II.

Shareholders

Section 2.01. PLACE OF MEETINGS. Meetings of Shareholders may be held at such place within or without the State of California as may be designated by resolution duly adopted by the Board of Directors, provided that in the absence of such designation as to any meeting of Shareholders such meeting shall be held at the principal executive office of the corporation.

Section 2.02. ANNUAL MEETINGS. An annual meeting of the Shareholders shall be held in the /month of December or January on such day/and time as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of California, such meeting shall be held on the next succeeding business day. If

the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently may be done.

Section 2.03. SPECIAL MEETINGS. Special meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Board of Directors, the Chairman of the Board, the President, or the holders of shares entitled to cast not less than 10 percent of the votes at the meeting.

Section 2.04. NOTICE OF MEETING. Whenever Shareholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than 10 nor more than 60 days before the date of the meeting to each Shareholder entitled to vote thereat. Such notice shall state the place, date and hour of the meeting, and (1) in the case of a special meeting, the general nature of the business to be transacted, and no other business may be transacted, or (2) in the case of the annual meeting, those matters which the Board of Directors at the time of the mailing of the notice intends to present for action by the Shareholders, but subject to the conditions prescribed by statute any proper matter may be presented at the meeting for action. The notice of any meeting at which Directors are to be elected shall include the names of nominees intended at the time of the notice to be presented by management for election.

Section 2.05. METHOD OF GIVING NOTICES AND TRANSMITTING REPORTS. Notice of a Shareholders' meeting or any report shall be given either personally or by mail, postage prepaid, or other means of written communication, addressed to each Shareholder at the address of such Shareholder appearing on the books of the corporation or given by the Shareholder to the corporation for the purpose of notice; or if no such address appears or is given, at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which the principal executive office is located. The notice or report shall be deemed to have been given at the time when delivered personally, or deposited in the mail or sent by other means of written communication. An affidavit of mailing of any notice or report in accordance with the provisions of these bylaws, executed by the Secretary, Assistant Secretary, or any Transfer Agent, shall be prima facie evidence of the giving of the notice or report.



If any notice or report addressed to any Shareholder at the address of such Shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice or report to the Shareholder at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available for the Shareholder upon written demand of the Shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice or report to all other Shareholders.

Section 2.06. CALL OF SPECIAL MEETING. Upon request in writing to the Chairman of the Board, President, any Vice-President, or the Secretary by any person (other than the Board of Directors) entitled to call a special meeting of Shareholders, the officer forthwith shall cause notice to be given to the Shareholders entitled to vote that a meeting will be held at a time requested by the person or persons calling the meeting, not less than 35 nor more than 60 days after the receipt of the request. If a notice is not given within 20 days after the receipt of the request, the person entitled to call the meeting may give the notice or the Superior Court of the proper county shall summarily order the giving of the notice, after notice to the corporation giving it an opportunity to be heard. The procedure provided by statute shall apply to such application and any order issued by the court, including any order designating the time and place of the meeting, the record date for determination of Shareholders entitled to vote, and the form of notice.

Section 2.07. QUORUM. The presence in person or by proxy of the persons entitled to vote a majority of the voting shares at any meeting shall constitute a quorum for the transaction of business. The Shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Shareholders to leave less than a quorum present.

Section 2.08. ADJOURNED MEETING AND NOTICE THEREOF. Any Shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, the holders of which are either present in person or represented by proxy thereat, but in the absence of a quorum, except as provided in Section 2.07, no other business may be transacted at such meeting.

When any Shareholders' meeting, either annual or special, is adjourned for more than 45 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 Shareholder of record entitled to vote at the meeting. Except as herein provided, notice need not be given of the adjourned meeting if the time and the place thereof are announced at the meeting at which the adjournment is taken.

Section 2.09. VOTING. Unless a record date for voting purposes is fixed as provided in these bylaws then, subject to the provisions of the California General Corporation Law, only persons in whose names shares entitled to vote stand on the stock records of the corporation on the day three days prior to any meeting of Shareholders shall be entitled to vote at such meeting. Such vote may be a viva voce or by ballot; provided, however, that all elections for Directors must be by ballot upon demand made by a Shareholder at any election and before the voting begins. Every Shareholder entitled to vote at an election for Directors shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which his shares are entitled, or to distribute his votes on the same principle among as many candidates as he shall desire. The candidates receiving the highest number of votes up to the number of Directors to be elected shall be elected.

Section 2.10. WAIVER OF NOTICE. The transactions of any meeting of Shareholders, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice or a consent to the holding of the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice if such objection is expressly made at the meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of shareholders need be specified in any written waiver of notice, except as otherwise provided in these bylaws or by statute.

Section 2.11. ACTION WITHOUT MEETING. Except as otherwise provided by statute, any action which may be taken at any annual or special meeting of Shareholders may be taken



without a meeting and without prior notice if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize to rake such action at a meeting at which all shares entitled to vote thereon were present and voted, and such consent in writing is filed with the Secretary of the corporation; provided that unless the consents of all Shareholders entitled to vote have been solicited in writing, notice of any Shareholder approval or of the taking of any corporate action approved by such consent in writing, shall be given to those Shareholders entitled to vote who have not consented in writing, as provided by statute.

Section 2.12. PROXIES. Every person entitled to vote or execute consents shall have the right to do so either in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the corporation. Any proxy duly executed is not revoked and continues in full force and effect until an instrument revoking it or another duly executed proxy bearing a later date is filed with the Secretary of the corporation; provided that no such proxy shall be valid after the expiration of eleven months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no case shall exceed seven years from the date of its execution.

Section 2.13. INSPECTORS OF ELECTION. In advance of any meeting of Shareholders, the Board of Directors may appoint any persons other than nominees for office as inspectors of election to act at such meeting or any adjournment thereof. If inspectors of election be not so appointed, the chairman of any such meeting may, and on the request of any Shareholder or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more Shareholders or proxies, the majority of shares present shall determine whether one or three inspectors are to be appointed. In case any person appointed as inspector fails to appear or fails or refused to act, the vacancy may be filled by appointment by the Board of Directors in advance of the meeting, or at the meeting by the chairman thereof.

The duties of such inspectors shall be as prescribed by the California General Corporations Law and shall include: determining the number of shares outstanding the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the right to



vote; counting and tabulating all votes or consents; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all Shareholders.

ARTICLE III

Directors

Section 3.01. POWERS. Subject to such limitations as are provided under the Articles of Incorporation, the bylaws, and California General Corporation Law as to action to be authorized or approved by the Shareholders, and subject to the powers and duties of Directors as prescribed by the bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors (the "Board"). Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Directors shall have the following powers, to wit:

First — To select and remove all officers, agents and employees of the corporation, prescribe such powers and duties for them as may not be inconsistent with the law, with the Articles of Incorporation or the bylaws, and to fix their compensation and require from them security for faithful service; provided, however, that the Board in its discretion, from time to time, may delegate any of such powers to the President or other specified officer or officers of the corporation.

Second — To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, or with the Articles of Incorporation by the bylaws, as they may deem best.

Third — To change the principal executive office for the transaction of the business of the corporation from one location to another within the same county as provided in Section 1.01 hereof; to fix and locate from time to time one or more subsidiary offices of the corporation within or without the State of California, as provided in Section 1.02 hereof; to designate any place within or without the State of California for the holding of any Shareholders' meeting or meetings; and to adopt, make and use a corporate seal, and to prescribe the forms of certificates of stock, and to alter the form of such seal and of such certificates from time to time, as in their judgement they may deem best, provided such seal and such certificates shall at all times comply with the provisions of law.



Fourth — To authorize the issuance of shares of stock of the corporation for such consideration as is determined from time to time by the Board, including the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor, all subject only to such limitations and restrictions upon the issuance of shares as are provided by law.

Fifth — To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

Sixth — To designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, subject to the limitations provided by statute.

Seventh — To designate from time to time one or more officers or principals of this corporation who are authorized to practice architecture, civil engineering, electrical engineering, land surveying and other similar professions under the laws of any state in which the corporation is qualified to do business, as responsible for the practice of each such profession by the corporation in such state and to confer upon such person or persons full authority to make all decisions on behalf of the corporation with respect to such work performed by the corporation in each such state. The corporation shall at all times maintain to the extent and in the manner required by the laws of each such state in which this corporation is qualified to do business, and in full compliance with all such laws, a currently registered civil engineer who shall be designated in responsible charge of all civil engineering performed by the corporation in each such state, and shall further at all times maintain a currently registered electrical engineer who shall be designated in responsible charge of all electrical engineering performed by the corporation in each such state, and shall further at all times maintain a currently registered architect who shall be designated in responsible charge of all architectural work performed by the corporation in each such state. Such registrants in each such state, respectively, shall have full authority with regard to all professional decisions and projects of this corporation in each respective state, in their respective fields and/or branches.



Section 3.02. EXACT NUMBER OF DIRECTORS. The exact number of Directors of this corporation shall be four (4) until changed by a bylaw or amendment thereof duly adopted by the Shareholders or by the Board amending this Section 3.02.

Section 3.03. ELECTION AND TERM OF OFFICE. The Directors shall be elected at each annual meeting of Shareholders but, if any such annual meeting is not held or the Directors are not elected thereat, the Directors may be elected at any special meeting of Shareholders held for that purpose. All Directors shall hold office until their respective successors are elected.

Section 3.04. VACANCIES. Vacancies in the Board, including any vacancy created by the removal of a Director, may be filled by a majority of the remaining Directors though less than a quorum, or by a sole remaining Director, and each Director so elected shall hold office until his successor is elected at an annual or a special meeting of the Shareholders.

A vacancy or vacancies in the Board shall be deemed to exist in the case of death, resignation or removal of any Director, or if the authorized number of Directors be increased, or if the Shareholders fail, at any annual or special meeting of Shareholders at which any Director or Directors are elected, to elect the full authorized number of Directors to be voted for at that meeting.

The Shareholders may elect a Director at any time to fill any vacancy not filled by the Directors, provided that any election by written consent shall require the consent of a majority of the outstanding shares entitled to vote.

If, after the filling of any vacancy by the Directors, the Directors then in office who have been elected by the Shareholders shall constitute less than a majority of the Directors then in office, any holder or holders of an aggregate of 5 percent or more of the total number of shares at the time outstanding having the right to vote for such Directors may call a special meeting of Shareholders, or the Superior Court of the proper County, shall, upon application of such Shareholder or Shareholders, summarily order a special meeting of Shareholders, to be held to elect the entire Board. The term of office of any Director shall terminate upon such election of a successor.

Section 3.05. RESIGNATIONS. Any Director may resign upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 3.06. REDUCTION OF AUTHORIZED NUMBER OF DIRECTORS. No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his term of office.

Section 3.07. REGULAR MEETINGS. A regular meeting of the Board shall be held without other notice than this bylaw immediately after, and at the same place as the annual meeting or any special meeting of Shareholders at which a new Board is elected. The Board may provide, by resolution, the date, time, and place, either within or without the State of California, for the holding of additional regular meetings without other notice than such resolution.

Section 3.08. SPECIAL MEETINGS. Special meetings of the Board may be called by or at the request of the Chairman of the Board, the President, or any two Directors.

Section 3.09. NOTICE OF MEETINGS. Written notice of the time and place of special meetings (and regular meetings, if notice thereof is required) of the Board shall be delivered personally or by telephone or by telegraph to each Director or sent to each Director by mail, postage pre-paid, addressed to him at his address as it is shown upon the records of the corporation, or, if it is not so shown on such records, or is not readily ascertainable, at the place in which the meetings of the Board are regularly held.

In case such notice is mailed, it shall be deposited in the United States mail in the place in which the principal executive office of the corporation is located at least four days prior to the holding of the meeting. In case such notice is delivered personally or given by telephone or telegraph, it shall be so given or delivered at least 48 hours prior to the time of the holding of the meeting.

Section 3.10. PURPOSE OF MEETING. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the Board.

Section 3.11. WAIVER OF NOTICE. The transactions of any meeting of the Board, however called and noticed wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of



a meeting need not be given to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

Section 3.12. ADJOURNMENT. A majority of the Directors present at any meeting of the Board, whether or not a quorum is present, may adjourn such meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of an adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 3.13. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.14. PLACE OF MEETINGS. Meetings of the Board may be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or there is no notice, then such meeting shall be held at the principal executive office of the corporation, unless otherwise designated by resolution of the Board.

Section 3.15. PARTICIPATION IN MEETINGS BY TELEPHONE. Members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 3.16. QUORUM. A majority of the authorized number of Directors shall constitute a quorum of the Board for the transaction of business.

Section 3.17. ACTIONS BY MAJORITY PRESENT. 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 is the act of the Board, subject, however, to such limitations as may be provided by statute. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.



Section 3.18. COMMITTEES. The provisions of Sections 3.07 to 3.17, both inclusive, shall apply also to committees of the Board and actions by such committees, mutatis mutandis.

Section 3.19. FEES AND COMPENSATION. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement for expenses, as may be fixed or determined by resolution of the Board.

## ARTICLE IV.

## Officers

Section 4.01. OFFICERS. The officers of the corporation shall be a Chairman of the Board, a President, a Secretary, a Chief Financial Officer, a Treasurer, and such other officers with such titles and duties as shall be determined by the Board and as may be necessary to enable it to sign instruments and share certificates. Any number of offices may be held by the same person.

Section 4.02. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 4.03 or 4.05, shall be chosen annually by the Board, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 4.03 SUBORDINATE OFFICERS. The Board may empower the President to appoint, subject to ratification by the Board, one or more Associate Vice Presidents and such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as may be provided in these bylaws or as the Board from time to time may determine.

Section 4.04 REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by the Board, at any regular or special meeting thereof. Any Associate Vice President, however elected or appointed, and any other officer appointed by the President pursuant to Section 4.03, may be removed by the President.

Section 4.05. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in the bylaws for regular appointments to such office.



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Section 4.06. CHAIRMAN OF THE BOARD. The Chairman of the Board, subject to the control of the Board, shall be responsible for the achievement of stated objectives and the perpetuation of the corporation. He shall preside at all meetings of the Board. He shall be a member of all of the standing committees of the Board, including the Executive Committee if there shall be such committee, and shall have such other powers and duties as may be prescribed by the Board or provided in the bylaws.

Section 4.07. PRESIDENT. The President shall preside at all meetings of Shareholders, and, in the absence of the Chairman of the Board, at meetings of the Board. Subject to the control of the Board, he shall have full responsibility and authority for the day to day direction of the corporation. He shall be a member of all standing committees of the Board, including the Executive Committee if there shall be such committee, and shall have such other powers and duties as may be prescribed by the Board or provided in the bylaws.

Section 4.08. GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER. The Chairman of the Board, or the President, as determined by the Board, shall be the General Manager and Chief Executive Officer of the corporation, provided that if no such determination is made by the Board, then the President shall be the General Manager and Chief Executive Officer. Subject to control of the Board, the General Manager and Chief Executive Officer shall provide leadership to the corporation and shall have such other powers and duties as may be prescribed by the Board.

Section 4.09. CHIEF OPERATING OFFICER. The President or any Vice President, as determined by the Board, shall be the Chief Operating Officer of the corporation, provided that if no such determination is made by the Board, then the President shall be the Chief Operating Officer. Subject to the control of the Board, the Chief Operating Officer shall have supervision and direction over the operations of the corporation. He may be a member of the Executive Committee if there shall be such committee, and he shall have such other powers and duties as may be prescribed by the Board.

Section 4.10. SECRETARY. The Secretary shall keep or cause to be kept at the principal executive office of the corporation a Book of Minutes and shall record or cause to be recorded therein actions taken at all meetings of the Shareholders, Directors, and Board committees.

The Secretary shall keep or cause to be kept at the principal executive office of the corporation or at the office of



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the corporation’s transfer agent a share register, or a duplicate share register, showing the names of the Shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders, Board and committees required by law, the bylaws or by resolution of the Board to be given, and he shall keep the seal of the corporation in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board or by the bylaws.

Section 4.11. CHIEF FINANCIAL OFFICER AND TREASURER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be open to inspection by any Director.

The Chief Financial Officer shall deposit, or cause to be deposited, all moneys and other valuables of the corporation in its name and to its credit with such depositaries as may be designated by the Board. He shall disburse the funds of the corporation, or cause such funds to be disbursed, as may be ordered by the Board, and shall render to the President and Directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or provided in the bylaws.

The Chief Financial Officer, unless otherwise determined by the Board, shall also have the title of “Treasurer”. In case the Board shall appoint a Treasurer other than the Chief Financial Officer, then the Treasurer shall have such powers and perform such duties as may be prescribed by the Board.

Section 4.12. OTHER OFFICERS. Certain other officers, if appointed by the Board or if appointed by the President in pursuance of authority to do so conferred upon him by the Board, shall have the powers and perform the duties hereinafter provided,

subject however, to the authority of the Board or President to assign to such officers other or additional powers or duties.

A. EXECUTIVE VICE PRESIDENT. The Executive Vice President of the corporation, if appointed, shall have the powers and perform such duties as from time to time may be prescribed for him respectively by the President and/or the Board.

B. SENIOR VICE PRESIDENT/CORPORATE VICE PRESIDENT. A Senior Vice President and a Corporate Vice President are equivalent in stature. They may be assigned to either line or staff positions. They shall counsel the corporation in broad areas of planning and management based upon their long-term experience and abilities in such matters. They shall have such powers and discharge such duties as may be assigned to them from time to time by the President and/or the Board.

C. PRINCIPAL. A Principal shall represent the corporation as its leading professional in a particular professional service field, having firmwide responsibility for providing leadership in developing and maintaining such professional service field of the corporation. Each principal shall have such powers and perform such duties as may be assigned to him from time to time by the President.

D. VICE PRESIDENT. The Vice Presidents shall have such powers and perform such duties as from time to time may be prescribed for them, respectively, by the President or the Board, in addition to any powers and duties provided in these bylaws.

E. ASSOCIATE VICE PRESIDENT. The Associate Vice Presidents of the corporation may have responsibility for operations, programs or administrative functions as assigned from time to time.

F. CONTROLLER. The Controller is the Chief Accounting Officer of the corporation. He shall perform all duties incident to his office or which are properly required of him by the President or the Board.

ARTICLE V.

Miscellaneous

Section 5.01. RECORD DATE AND CLOSING STOCK BOOKS. The Board may fix, in advance, a record date for the determination



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of the Shareholders entitled to notice of any meeting or to vote at any meeting of Shareholders 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 other lawful action. The record date so fixed shall not be more than 60 nor less than 10 days prior to the date of such meeting nor more than 60 days prior to any other action.

Section 5.02. INSPECTION OF CORPORATE RECORDS. The share register or duplicate share register, the books of account, and minutes of proceedings of the Shareholders and Directors and of the Executive Committee and other committees of the Board shall be open to inspection upon the written demand of any Shareholder or holder of a voting trust certificate, at any reasonable time, and for a purpose reasonably related to his interests as a Shareholder or as the holder of a voting trust certificate and shall be exhibited at any time when required by the demand of 10 percent of the shares represented at any Shareholders’ meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at a Shareholders’ meeting shall be made in writing upon the President or Secretary of the corporation.

Section 5.03. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

Section 5.04. REPORT TO SHAREHOLDERS. The annual report to Shareholders referred to in Section 1501 of the California Corporations Code is expressly dispensed with, but the Board may cause to be sent to the Shareholders annual or other periodic reports in such form as may be deemed appropriate by the Board.

Section 5.05. CONTRACTS, ETC., HOW EXECUTED. The Board except as in the bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.



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Section 5.06. CERTIFICATES OF STOCK. A certificate or certificates for shares of the capital stock of the corporation shall be issued to every holder of shares. All such certificates shall be signed in the name of the corporation by the Chairman of the Board or the President and by the Chief Financial Officer, Treasurer, an Assistant Treasurer, the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the Shareholder. Any or all of the signatures on the certificates may be 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 such person were an officer, transfer agent or registrar as of the date of issue.

Certificates for shares may be issued prior to full payment subject to the limitations provided by law and under such restrictions and for such purposes as the Board or the bylaws may provide; provided, however, that any such certificate so issued prior to full payment shall state the amount remaining unpaid and the terms of payment thereof.

If the shares of the corporation are classified, or if any class of shares has two or more series, or if the shares are subject to restrictions upon transfer or are of assessable, redeemable, convertible or subject to a voting agreement, the appropriate statements required by statute shall appear on the certificates.

Section 5.07. LOST CERTIFICATES. Except as hereinafter in this Section provided, no new certificate for shares shall be issued in lieu of an old one unless the latter is surrendered and cancelled at the same time. The Board may, however, in case any certificate for shares is lost, stolen, mutilated or

destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions, including reasonable indemnification of the corporation, as the Board shall determine.

Section 5.08. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The President of this corporation is authorized to vote, represent and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The President shall have the authority to designate another officer of the corporation to exercise the authority herein granted to the President, and such authority may be exercised by the President or such other officer in person or by any other person



authorized so to do by proxy or power of attorney duly executed by the President or such other officer.

Section 5.09. INSPECTION OF BYLAWS. The corporation shall keep in its principal executive office the original or a copy of the bylaws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the Shareholders at all reasonable times during office hours.

Section 5.10. EMPLOYEES STOCK PURCHASE PLANS. Subject to the provisions of its Articles of Incorporation, the corporation may, upon terms and conditions herein authorized, provide and carry out an employee stock purchase plan or plans providing for the issue and sale, for the granting of options for the purchase, of its unissued shares, or of issued shares purchased or to be purchased or acquired, to employees of the corporation or of any subsidiary or to a trustee on their behalf. Such plan may provide for such consideration as may be fixed therein, for the payment of such shares in installments or at one time and for aiding any such employees in paying for such shares by compensation for services or otherwise. Any such plan before becoming effective must be approved or authorized by the Board.

Such plan may include, among other things, provisions determining or providing for the determination by the Board, or any committee thereof designated by the Board, of: (a) eligibility of employees (including officers and Directors) to participate therein, (b) the number and class of shares which may be subscribed for or for which options may be granted under the plan, (c) the time and method of payment therefor, (d) the price or prices at which such shares shall be issued or sold, (e) whether or not title to the shares shall be reserved to the corporation until full payment therefor, (f) the effect of the death of an employee participating in the plan or termination of his employment, including whether there shall be any option or obligation on the part of the corporation to repurchase the shares thereupon, (g) restrictions, if any, upon the transfer of the shares, and the time limits and termination of the plan, (h) termination, continuation or adjustments of the rights of participating employees upon the happening of specified contingencies, including increase or decrease in the number of issued shares of the class covered by the plan without receipt of consideration by the corporation or any exchange of shares of such class for stock or securities of another corporation pursuant to a reorganization or merger, consolidation or dissolution of the corporation, (i) amendment, termination, interpretation and administration of such plan by the Board or any committee thereof designated and empowered by the Board so to do, and (j) any other matters, not repugnant to



law, as may be included in the plan as approved or authorized by the Board or any such Board committee.

Section 5.11. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California General Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

## ARTICLE VI.

## Amendments

Section 6.01. POWER OF SHAREHOLDERS. New bylaws may be adopted or these bylaws may be amended or repealed by the vote of Shareholders entitled to exercise not less than a majority of the voting power of the corporation or by the written assent of such Shareholders, except as otherwise provided by law or by the Articles of Incorporation or these bylaws.

Section 6.02. POWER OF DIRECTORS. Subject to the right of Shareholders as provided in Section 7.01 to adopt, amend or repeal bylaws, other than a bylaw or amendment thereof changing the authorized maximum and minimum number of Directors provided in these bylaws, and except as otherwise provided by law or by the Articles of Incorporation or these bylaws, new bylaws may be adopted or these bylaws may be amended or repealed by the affirmative vote or a majority of the Directors, but in no event less than a quorum of the Board.

## ARTICLE VII.

## Indemnification

Section 7.01. The corporation shall, to the maximum extent permitted by the California General Corporation Law, have power to indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact any such person is or was an agent of the corporation, and shall have power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by that law. For purposes of this Article, an "agent" of the corporation includes any person who is or was a director, officer, employee, or agent of another corporation, partnership,



joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

## ARTICLE VIII.

FISCAL YEAR

Section 8.01. FISCAL YEAR. Effective May 1, 1984, the fiscal year of the corporation shall end on September 30 of each 11-26-84 year thereafter.



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UNANIMOUS ACTION OF THE BOARD OF DIRECTORS

The Undersigned, being all the members of the Board of Directors of DANIEL, MANN, JOHNSON, & MENDENHALL (the "Corporation"), proceeding under Section 307 of the California General Corporation Law, hereby take the following action:

WHEREAS, the fiscal year of the Corporation was changed to September 30 effective May 1, 1984, and

WHEREAS, the bylaws of the Corporation currently stipulate the annual meeting of the Shareholders shall be held on the fourth Thursday of June of each year, at the hour of 4:00 o'clock P.M., or at such other time on such other day in the month of June or July of any year as shall be fixed by the Board of Directors, and

WHEREAS, it is preferable to hold the annual meeting of Shareholders approximately three months following the fiscal year end; therefore, it is hereby

RESOLVED, that pursuant to Section 6.02 of the bylaws of the Corporation, the following amendment to Article II, Section 2.02 is hereby adopted, approved, confirmed and ratified:

Section 2.02. ANNUAL MEETINGS. An annual meeting of the Shareholders shall be held in the month of December or January on such day and time as shall be fixed by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of California, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as conveniently may be done.

IN TESTIMONY WHEREOF, all the Directors of the Corporation have hereunto set therir hands this day of AUG 12, 1985.

| | |
|---|---|
| /s/ Albert A. Dorman | /s/ Richard G. Newman |
| Albert A. Dorman | Richard G. Newman |
| /s/ Joseph A. Incaudo | /s/ Dan L. Denison |
| Joseph A. Incaudo | Dan L. Denison |

**Exhibit 3.22**

**COMMONWEALTH OF PENNSYLVANIA**

**DEPARTMENT OF STATE**

**MAY 1, 2015**

**TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:**

**AECOM Special Missions Services, Inc.**

**I, Pedro A. Cortés, Acting Secretary of the Commonwealth of Pennsylvania do hereby certify that the foregoing and annexed is a true and correct copy of**

1 ARTICLES OF DOMESTICATION-BUSINESS filed on December 18, 1996
2 CHANGE OF REGISTERED OFFICE - Domestic filed on July 3, 2000
3 CHANGE OF REGISTERED OFFICE - Domestic filed on April 20, 2007
4 ARTICLES OF AMENDMENT-BUSINESS filed on May 3, 2010

**which appear of record in this department.**

**IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.**

/s/ Pedro A. Cortés
**Acting Secretary of the Commonwealth**

Certification Number: 12609726-1
Verify this certificate online at http://www.corporations.state.pa.us/corp/soskb/verify.asp

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Microfilm Number

Filed with the Department of State on DEC 18 1996

Entity Number 1554347

/s/ [ILLEGIBLE]
**Secretary of the Commonwealth** [ILLEGIBLE]

ARTICLES OF DOMESTICATION
FOREIGN CORPORATION
DSCB:15-4161/6161 (Rev 90)

Indicate type of corporation (check one):

x Foreign Business Corporation (15 Pa.C.S. § 4161)
o Foreign Nonprofit Corporation (15 Pa.C.S. § 6161)

BOX # 6460-020

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned qualified foreign corporation, desiring to become a domestic business or domestic nonprofit corporation, hereby states that:

1. The name of the corporation is: SSI Services, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a)

| Number and Street | City | State | Zip | County |
|---|---|---|---|---|
| 98 Vanadium Road, Bridgeville | | PA | 15017-3684 | Allegheny |

(b) c/o:

Name of Commercial Registered Office Provide: County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. Upon the domestication the corporation will be subject to the domestic corporation provisions of the Business Corporation Law of 1988 or the Nonprofit Corporation Law of 1988.

4. (Strike out if inapplicable; otherwise check and, if applicable, complete, one or more of the following):

o The purpose or purposes for which the corporation is to be domesticated in the Commonwealth of Pennsylvania are:

x The purposes for which the corporation is to be domesticated in the Commonwealth of Pennsylvania include unlimited power to engage in and to do any lawful act concerning any and all lawful business for which business corporations may be incorporated under the Business Corporation Law of 1988.

PA DEPT. OF STATE

DEC 18 1996



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5. (Strike out inapplicable paragraph):

The filing of these Articles of Domestication and, if desired, the renunciation of the original charter or articles of the corporation has been authorized by a majority vote of the votes cast by all shareholders entitled to vote thereon and, if any class of shares is entitled to vote thereon as a class, a majority of the votes cast in each class vote, or by any greater vote required by its charter.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Domestication to be executed this 11th day of December, 1996.

SSI Services, Inc.
(Name of Corporation)

BY: /s/ [ILLEGIBLE]
(Signature)

TITLE: Assistant Secretary



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200052-729

Microfilm Number

Filed with the Department of State on JUL 03 2000

Entity Number 1554347

/s/[ILLEGIBLE]
**Secretary of the Commonwealth**

STATEMENT OF CHANGE OF REGISTERED OFFICE
DSCB:15-1507/4144/5507/6144/8506 (Rev 90)

**Indicate type of entity (check one):**

x **Domestic Business Corporation** (15 Pa.C.S. § 1507)

o **Foreign Business Corporation** (15 Pa.C.S. § 4144)

o **Domestic Nonprofit Corporation** (15 Pa.C.S. § 5507)

o **Foreign Nonprofit Corporation** (15 Pa.C.S. § 6144)

o **Domestic Limited Partnership** (15 Pa.C.S. § 8506)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The **name** of the corporation or limited partnership is: SSI Services, Inc.

2. The (a) **address** of this corporation's or limited partnership's current registered office in this Commonwealth or (b) **name** of its commercial registered office provider and the county of venue is: (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a)

| 98 Vanadium Road | Bridgeville | PA | 15017 | Allegheny |
|---|---|---|---|---|
| Number and Street | City | State | Zip | County |

(b) c/o: ______________________
Name of Commercial Registered Office Provider — County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.

3. **(Complete part (a) or (b)):**

(a) The **address** to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

| 400 Rouser Road | Moon Township | PA | 15108 | Allegheny |
|---|---|---|---|---|
| Number and Street | City | State | Zip | County |

(b) The **registered office** of the corporation or limited partnership shall be provided by:

c/o: ______________________________

Name of Commercial Registered Office Provider | County

For a corporation or a limited partnership represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation or limited partnership is located for venue and official publication purposes.



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200052-730

DSCB:15-1507/4144/5507/6144/8506 (Rev 90)-2

4. **(Strike out if a limited partnership):** Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this statement to be signed by a duly authorized officer thereof this 29th day of June, 2000.

SSI Services, Inc.
(Name of Corporation/Limited Partnership)

BY:/s/ [ILLEGIBLE]
(Signature)

TITLE:[ILLEGIBLE]



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Entity #: 1554347
Date Filed: 04/20/2007
Pedro A. Cortés
Secretary of the Commonwealth

667827.1

**PENNSYLVANIA DEPARTMENT OF STATE**
**CORPORATION BUREAU**

Statement of Change of Registered Office (15 Pa.C.S.)

Entity Number

**1554347**

x Domestic Business Corporation (§ 1507)
o Foreign Business Corporation (§ 4144)
o Domestic Nonprofit Corporation (§ 5507)
o Foreign Nonprofit Corporation (§ 6144)
o Domestic Limited Partnership (§ 8506)

Name
**Carl F. Staiger, Esquire**
Address
Esquire Assist — Counter Pickup
City | State | Zip Code

**Document will be returned to the name and address you enter to the left.**

Fee: $70

Filed in the Department of State on

______________________________
Secretary of the Commonwealth

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned corporation or limited partnership, desiring to effect a change of registered office, hereby states that:

1. The name of the corporation or limited partnership is:

**SSI Services, Inc.**

2. The (a) address of this corporation's or limited partnership's current registered office in this Commonwealth, or (b) name of its commercial registered office provider and the county of venue is:

| (a) Number and Street | City | State | Zip | County |
|---|---|---|---|---|
| **400 Rouser Road** | **Coraopolis** | **PA** | **15108** | **Allegheny** |

(b) Name of Commercial Registered Office Provider County

c/o: **N/A**

Commonwealth of Pennsylvania
DOMESTIC - CHANGE OF REGISTERED OFFICE 2 Page(s)

ILLEGIBLE



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667827.1

DSCB:15-1507/4144/5507/6144/8506-2

3. *Complete part (a) or (b):*

(a) The address to which the registered office of the corporation or limited partnership in this Commonwealth is to be changed is:

| Number and Street | City | State | Zip | County |
|---|---|---|---|---|
| **134 Three Degree Road** | **Pittsburgh** | **PA** | **15237** | **Allegheny** |

(b) The registered office of the corporation or limited partnership shall be provided by:

Name of Commercial Registered Office Provider County

c/o: **N/A**

4. *Strike out if a limited partnership:*

Such change was authorized by the Board of Directors of the corporation.

IN TESTIMONY WHEREOF, the undersigned corporation or limited partnership has caused this Statement to be signed by a duly authorized officer thereof this 3rd day of March, 2007.

**SSI SERVICES, INC.**
Name of Corporation/Limited Partnership

By: /s/ [ILLEGIBLE]
Signature

Asst. Sec, /Treas.
Title



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Entity #: 1554347
Date Filed: 05/03/2010
Pedro A. Cortés
Secretary of the Commonwealth

**PENNSYLVANIA DEPARTMENT OF STATE**
**CORPORATION BUREAU**

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

x Business Corporation (§ 1915)
o Nonprofit Corporation (§ 5915)

Name

**Document will be returned to the name and address you enter to the left.**

Address CT - COUNTER

City
7831656-SOPAZ

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 3 Page(s)

Fee: $70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
   SSI Services, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

| (a) Number and Street | City | State | Zip | County |
| --- | --- | --- | --- | --- |
| **134 Three Degree Road** | **Pittsburgh** | **PA** | **15237** | **Allegheny** |

(b) Name of Commercial Registered Office Provider — County

3. The statute by or under which it was incorporated: Business Corporation Law of 1988

4. The date of its in corporation: 03/02/1990

5. *Check, and if appropriate complete, one of the following:*

x The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

o The amendment shall be effective on: Date at Hour

2010 MAY - 3 PM 4:23





6. *Check one of the following.*

o The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

x The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check and if appropriate, complete one of the following:*

x The amendment adopted by the corporation, set forth in full, is as follows

The name of the corporation shall be changed to: AECOM Special Missions Services, Inc.

The Registered Office is changed to: c/o C T Corporation System, Dauphin County

o The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*

o The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this 30th day of April, 2010.

SSI Services, Inc.
Name of corporation

/s/ [ILLEGIBLE]
Signature

Secretary
Title

**Exhibit 3.23**

BY-LAWS

OF

SSI SERVICES, INC.

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OF

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OF

SSI SERVICES, INC.

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BY-LAWS

OF

SSI SERVICES, INC.

ARTICLE I

General

Section 1. Name.

The name of the Corporation shall be SSI Services, Inc.

Section 2. Office.

The principal office of the Corporation shall be at such place or places as the Board of Directors may from time to time determine.

Section 3. Seal.

The Corporation may have a seal which shall be circular in form and shall bear such inscription as the Board of Diretors from time to time may determine.

Section 4. Fiscal Year.

The fiscal year of the Corporation shall be the calendar year ending December 31 or such other fiscal year as shall be fixed by resolution of the Board of Directors.

ARTICLE II

Shareholders

Section 1. Place of Meetings.

Each meeting of the shareholders shall be held at the principal office of the Corporation or at such other place, within or without the State of Tennessee, as shall be designated by resolution of the Board of Directors.

Section 2. Annual Meeting.

The annual meeting of the shareholders shall be held each year on such date and at such time and place as the Board of Directors shall, from time to time, determine by resolution. At each such annual meeting, the shareholders shall elect the Corporation’s Board of Directors and shall transact such other business as shall properly be presented at the meeting.

Section 3. Special Meetings.

Special meetings of the shareholders may be called at any time by the President, any Vice President, the Board of Directors or, unless provided to the contrary in the Corporation's Articles of Incorporation, shareholders entitled to cast at least 20% of the votes that all shareholders are entitled to cast at the particular meeting. At any time, upon written request of any person who has called a special meeting, it shall be the duty of the Secretary to fix the time of the meeting which shall be held not more than sixty (60) days after the receipt of the request.

Section 4. Notice of Meetings.

Written notice of every meeting of the shareholders shall be given by, or at the direction of, the Secretary or other person as may be designated from time to time by the Board of Directors, to each shareholder of record entitled to vote at the meeting at least (i) ten (10) days prior to the day named for a meeting to consider a fundamental change under the Tennessee Business Corporation Act (the "Act") or five (5) days prior to the day named for the meeting in any other case. Such notice shall be given either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answerback received) or courier service, charges prepaid, or by telecopier, to the shareholder's address (or to his telex, TWX, telecopier or telephone number) appearing on the books of the Corporation. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of a telex or TWX, when dispatched. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting of shareholders, the general nature of the business to be transacted. If the Secretary or other person as may be designated from time to time by the Board of Directors neglects or refuses to give notice of a meeting, the person or persons calling the meeting may do so.

Section 5. Waiver of Notice.

Whenever any written notice is required to be given to shareholders by law or pursuant to these By-Laws or the Corporation's Articles of Incorporation, a waiver of notice thereof in writing signed by the shareholder or shareholders entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Except in the case of a special meeting, neither the business to be transacted at, or the purpose of, a meeting need be specified in the waiver of notice of the meeting. In the case of a special meeting of shareholders, the waiver of notice shall specify the general nature of the business to be transacted.



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Attendance of a shareholder either in person or by proxy at any meeting shall constitute a waiver of notice of the meeting except where a shareholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Section 6. Quorum.

A meeting of shareholders duly called shall not be organized for the transaction of business unless a quorum is present. The presence of shareholders either in person or by proxy entitled to cast at least a majority of the votes that all shareholders are entitled to cast on a particular matter to be acted upon at the meeting shall constitute a quorum for the purposes of consideration and action on the matter. The shareholders present at a duly organized meeting can continue to do business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum. If a meeting cannot be organized because a quorum has not attended, those present may, except as otherwise provided in this Article II, adjourn the meeting to such time and place as they may determine.

Those shareholders entitled to vote who attend a meeting called for the election of directors that has been previously adjouned for lack of a quorum, although less than a quorum as fixed in this Section 6, shall nevertheless constitute a quorum for the purpose of electing directors.

Those shareholders entitled to vote who attend a meeting of shareholders that has been previously adjourned for one or more periods aggregating at least fifteen (15) days because of an absence of a quorum, although less than a quorum as fixed in this Section 6, shall nevertheless constitute a qourum for the purpose of acting upon any matter set forth in the notice of the meeting if the notice states that those shareholders who attend the adjourned meeting shall nvertheless constitute a quorum for the purpose of acting upon the matter.

Section 7. Adjournments of Meetings.

Adjournments of any annual or special meeting of the shareholders may be taken, but any meeting at which directors are to be elected shall be adjouned only from day to day, or for such longer periods not exceeding fifteen (15) days each as the shareholders present in person or by proxy and entitled to vote shall direct, until the directors have been elected.

Section 8. Notice of Adjourned Meetings.

When a meeting of shareholders is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than



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by announcement at the meeting at which the adjournment is taken, unless the Board of Directors fixes a new record date for the adjourned meeting.

Section 9. Informal Action by the Shareholders.

Any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders may be taken without a meeting upon the written consent of shareholders who would have been entitled to cast the minimum number of votes that would be necessary to authorize the action at a meeting at which all shareholders entitled to vote thereon were present and voting. The consents shall be filed with the Secretary of the Corporation. If fewer than all shareholders consent, the action shall not become effective until after at least ten (10) days' written notice of the action has been given to each shareholder entitled to vote thereon who has not consented thereto.

Section 10. Telephonic Meetings.

One or more shareholders may participate in a meeting of the shareholders by means of conference telephone or similiar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 10 shall constitute presence in person at the meeting.

Section 11. Voting Power.

Every shareholder of record shall be entitled to one vote for every share of the common stock of the Corporation standing in the name on the shareholder books of the Corporation, unless otherwise provided in the Corporation's Articles of Incorporation or by law. Except as otherwise required by the Corporation's Article of Incorporation or by law, whenever any corporate action is to be taken by vote of the shareholders. The majority of the votes cast at a duly organized meeting of shareholders by the holders of shares entitled to vote theron shall be required for the taking of any corporate action to be taken by a vote of the shareholders.

Section 12. Presiding Officer.

All meetings of the shareholders shall be called to order and presided over by the President, or in his absence by the Chairman of the Board of Directors, or in his absence by a Vice President, or in the absence of all of them by the Treasurer, or if none of such persons is present by a chairman elected by the shareholders.

Section 13. Proxies.

Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action



in writing without a meeting may authorize another person to act for him by proxy. The presence of, or vote or other action at a meeting of shareholders, or the expression of consent or dissent to corporate action in writing, by a proxy of a shareholder shall constitute the presence of, or vote or action by, or written consent or dissent of the shareholder for the purposes of these By-Laws. Where two or more proxies of a shareholder are present, the Corporation shall, unless otherwise expressly provided in the proxy, accept as the vote of all shares represented thereby vote cast by a majority of them and, if a majority of the proxies cannot agree whether the shares represented shall be voted or upon the manner of voting the shares, the voting of the shares shall be divided equally among those persons.

Every proxy shall be executed in writing by the shareholder or by his duly authorized attorney-in-fact and filed with the Secretary of the Corporation. A proxy, unless coupled with an interest, shall be revocable at will, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been given to the Secretary of the Corporation. An unrevoked proxy shall not be valid after three years from the date of its execution unless a longer time is expressly provided therein. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of the death or incapacity is given to the Secretary of the Corporation.

A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the share itself or an interest in the Corporation generally. As used in these By-Laws, the term "proxy coupled with an interest" includes:

(1) a vote pooling or similiar arrangement among shareholders;

(2) any agreement among shareholders, or among or between the Corporation and one or more shareholders, regarding the voting of their shares; and

(3) an unrevoked proxy in favor of an existing or portential creditor of a shareholder.

Section 14. Reports to Shareholders.

Unless otherwise agreed to between the Corporation and a shareholder pursuant to the Act, the Corporation shall furnish to each shareholder the annual financial statements described in the Act pursuant to and in the manner provided in said Act.



ARTICLE III

Directors

Section 1. Number and Qualification.

All powers vested in the Corporation by the Act shall be exercised by, or under the authority of, and the business and affairs of the Corporation shall be managed by, or under the direction of, a Board of Directors, who need not be residents of the Commonwealth of Pennsylvania or shareholders of the Corporation, but must be natural persons of 18 years of age or older. The Board of Directors shall consist of one or more members, as determined from time to time by proper resolution of the Board of Directors, who shall have the power to fix the number of directors at any time and to increase or decrease the number thereof without a vote of the shareholders, to the extent permitted by the Act.

Section 2. Election and Term of Directors.

The Board of Directors shall be elected by a vote of the shareholders at the annual meeting of the shareholders for a term of one year, and each director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified. A director may succeed himself without limitation as to number of terms.

Section 3. Vacancies.

Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of directors, shall be filled by a majority of the remaining members of the Board though less than a quorum, or by a sole remaining director, and each person so elected shall be a director to serve for the falance of the unexpired term. When one or more directors resigns from the Board effective at a future date, the directors then in office, including those who have so resigned, shall have the power by the applicable vote to fill the vacancies and the vote thereon will take effect when said resignations become effective. In the event the Corporation has a classified Board of Directors, any director chosen to fill a vacancy, including a vacancy resulting in an increase in the number of directors, shall hold office until the next selection of the class for which such director has been selected and qualified or until his earlier death, resignation or removal.

Section 4. Alternate Directors.

Shareholders entitled to elect directors may select an alternate for each such director. In the absence of a director from a meeting of the Board, his alternate may, without any



notice, attend the meeting or execute a written consent and exercise at the meeting or in such consent the powers of the absent director. When so exercising the powers of the absent director, the alternate shall be subject in all respects to the provisions contained in the Act.

Section 5. Director's Duties and Obligations.

(a) Standard of Care. A director of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his duties as a director, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(i) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented.

(ii) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person.

(iii) A committee of the Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

(b) Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committees of the Board and individual directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and customers of the Corporation and upon communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standard set forth in Subsection (a) above.



(c) Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a director or any failure to take any action shall be presumed to be in the best interests of the Corporation.

Section 6. Notation of Dissent.

A director of the Corporation who is present at a meeting of the Board of Directors or of a committee of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless the director files his written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits such dissent in writing to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not be available to a director who has voted in favor of such action.

Section 7. Compensation of Directors.

Directors shall not receive any stated salary for their services as such; but each director may be paid a fixed sum, together with reimbursement for all or some of the expenses incurred, for attendance at each regular or special meeting of the Board of Directors, in such amounts, if any, as may be approved, from time to time, by resolution of the Board of Directors. Nothing herein contained shall be construed to preclude any directors from serving the Corporation in any other capacity and receiving compensation therefor.

Section 8. Regular Meetings.

A meeting of the Board of Directors for the election of officers and the transaction of such other business as may properly come before the meeting shall be held, without notice, immediately after the annual meeting of the shareholders, or after the last adjournment thereof. The Board of Directors shall hold such other regular meetings at such times and places as it may determine.

Section 9. Special Meetings.

The Board of Directors shall hold such special meetings as shall be called at the direction of the President, any Vice President, the Secretary, or a majority of the members of the Board of Directors. Each such meeting shall be held at such time and place as may be designated in the notice of such meeting.

Section 10. Notice of Meetings.

Meetings of the Board of Directors need not be preceded with notice of such meetings, and neither the business to be transacted at, nor the purpose of, any regular or special meeting



of the Board of Directors must be specified in any notice of the meeting. Written notice of meetings of the Board of Directors, if any, may be given by, or at the direction of, the person or persons calling such meeting either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answer back received) or courier service, charges prepaid, or by telecopier to each director's address (or to his telex, TWX, telecopier or telephone number) supplied by him to the Corporation for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the director when deposited in the United States mail or with a telegraph office or courier service for delivery to that person or, in the case of telex or TWX, when dispatched.

Section 11. Place of Meeting of Directors.

Each regular and special meeting of directors shall be held at the principal office of the Corporation or at such other place, within or without the State of Tennessee, as the Board of Directors may from time to time designate or as may be designated in the notice of the meeting.

Section 12. Committees of Directors.

The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one or more committees to consist of one or more directors of the Corporation. Any committee, to the extent provided in the resolution of the Board of Directors or in these By-Laws, shall have and may exercise all of the powers and authority of the Board of Directors, except that a committee shall not have any power or authority as to the following:

(i) The submission to shareholders of any action requiring approval of shareholders under these By-Laws.

(ii) The creation or filing of vacancies in the Board of Directors.

(iii) The adoption, amendment or repeal of these By-Laws.

(iv) The amendment or repeal of any resolution of the board that by its terms is amendable or repealable only by the Board.

(v) Action on matters committed by these By-Laws or resolution of the Board of Directors to another committee of the Board.

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 or for the purposes of any written action by the committee. In the absence or disqualification of a member and alternate member or members of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another director to act at the meeting in the place of the absent or disqualified member. Each committee of the Board shall serve at the pleasure of the Board.

The term "Board of Directors" or "Board," when used in any provision of these By-Laws relating to the organization or procedures of or the manner of taking action by the Board of Directors, shall be construed to include and refer to any executive or other committee of the Board. Any provision of these By-Laws relating or referring to action to be taken by the Board of Directors or the procudure required therefor shall be satisfied by the taking of corresponding action by a committee of the Board of Directos to the extent authority to take the action has been delegated to the committtee pursuant to these By-Laws.

Section 13. Informal Action by the Directors or Any Committee Thereof.

Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the directors in office is filed with the Secretary of the Corporation.

Section 14. Telephonic Meetings.

One or more directors may participate in a meeting of the Board of Directors by means of conference telephone or similiar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 14 shall constitute presence in person at the meeting.

Section 15. Quorum and Voting Requirements at Meeting of Directors.

A majority of the directors in office shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the directors present and voting at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 16. Presiding Officer.

All meetings of the Board of Directors shall be called to order and presided over by the Chairman, who shall be a member of and elected by the Board of Directors or, in his absence, if

the President is a member of the Board, the President, or in his absence a member of the Board of Directors to be selected to preside by the members present. The Secretary of the Corporation shall act as secretary at all meetings of te Board of Directors, and in the absence of the Secretary, the Chairman of the meeting may designate any person to act as secretary of the meeting.

Section 17. Interested Director or Officer Contracts.

A contract or transaction between the Corporation and any one or more of its directors or officers or between the Corporation and another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise in which one or more of the Corporation's directors or officers are directors or officers or have a financial or other interest, shall not be void or voidable solely because (a) of such reason or interest, (b) the director or officer is present at or participates in the meeting of the Board of Directors that authorizes the contract or transaction, or (c) the vote of such director or officer is counted in authorizing the contract or transaction; provided, however, that with respect to each of the foregoing, one or more of the following three conditions are satisfied:

(i) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors even though the disinterested directors are less than a quorum; or

(ii) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of those shareholders; or

(iii) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors or the shareholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes a contract or transation specified above.

Section 18. Limitation of Personal Liability of Directors.

To the fullest extent that the laws of the State of Tennessee, as in effect on the date of the adoption of this Section 18, or as such laws are thereafter amended, permit



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elimination or limitation of the liability of directors, no director of the Corporation shall be personally liable as such for monetary damages for any action taken, or any failure to take any action, as a director. Any amendment or repeal of this Section 18 or adoption of any other provision of these By-Laws or the Corporation's Articles of Incorporation which has the effect of increasing director liability shall operate prospectively only and shall not have any effect with respect to any action taken, or failure to act, prior to the adoption of such amendment, repeal or other provision.

## ARTICLE IV

## Officers

Section 1. Number and Election.

The Board of Directors at its annual meeting shall elect a President, one or more Vice Presidents, a Secretary or an Assistant Secretary, a Treasurer or an Assistant Treasurer, and may elect or appoint such other officers and assitant officers and appoint such agents as the Board may deem appropriate.

Section 2. Qualifications.

The officers and assistant officers may, but need not, be directors of the Corporation. All officers of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be determined by or pursuant to these By-Laws and any resolutions or orders of the Board of Directors. The President, each Vice President and the Secretary of the Corporation shall be natural persons 18 years or age or older. The Treasurer of the Corporation may be a corporation or a natural person of 18 years of age or older.

Section 3. Term of Office.

All officers of the Corporation shall be elected for annual terms and until his successor has been selected and qualified, or until his earlier death, resignation or removal. Any officer of the Corporation may be removed by the Board of Directors with or without cause, and such removal shall be without prejudice to the contract rights, if any, of any person so removed. Election or appointment of an officer shall not of itself create contract rights.

Section 4. President.

The President shall serve ex-officio as Chairman of the Board of Directors and as presiding officer at all meetings of the Board of Directors and of the shareholders, unless some other



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person shall have been designated to serve in those capacities by the Board of Directors or by the shareholders. The President shall have the authority and duty generally to supervise and manage the affairs of the Corporation, and shall have the authority and duty to perform all other duties ordinarily incidental to that office, all in accordance with and subject to the policies and decisions of the Board of Directors.

Section 5. Vice President.

The Vice President shall have such powers and perform such duties as the President may from time to time delegate to him. At the request of the President, any Vice President may, in the case of the absence or inability to act of the President, temporarily act in his place. In the case of the death of the

President, or in the case of his absence or inability to act without having designated a Vice President to act temporarily in his place, the Vice President longest in service as Vice President shall perform the duties of the President except as shall be otherwise designated by the Board of Directors. A Vice President who is not a director shall not preside at any meeting of the Board of Directors.

Section 6. Secretary and Assistant Secretary.

The Secretary shall attend the meetings of the shareholders and of the directors and keep minutes thereof. Unless some other person is delegated to give such notice, the Secretary shall send out notices of all meetings of shareholders and of directors. The Assistant Secretary shall perform the functions of the Secretary in the event of the absence or disability of the Secretary. The Secretary and the Assistanct Secretary shall perform such other duties as may be assigned to them by the President or the Board of Directors.

Section 7. Treasurer and Assistant Treasurer.

The Treasurer shall have the care and custody of all the funds and securities of the Corporation, and shall deposit the same in the name of the Corporation in such bank or banks as the directors may elect. The Treasurer shall perform such other duties as may be assigned to him by the President or the Board of Directors; and he shall give such bonds, if any, for the faithful performance of his duties, as the Board of Directors may, from time to time, determine.

Section 8. Standard of Care.

Subject to any contrary provision contained in the Corporation's Articles of Incorporation, an officer of the Corporation shall perform his duties as an officer in good faith, in a manner he reasonably believes to be in the best interests of the Corporation and with such care, including reasonably inquiry, skill and diligence, as a person of ordinary prudence would use



under similar circumstances. A person who so performs his duties shall not be liable by reason of having been an officer of the Corporation.

ARTICLE V

Execution of Documents

Section 1. Checks, Notes, Etc.

The Board of Directors shall from time to time designate the officers or agents of the Corporation who shall have the power, in its name, to sign and endorse checks and other instruments and to borrow money for the Corporation, and in its name, to make notes or other evidences of indebtedness.

Section 2. Other Documents.

Any note, mortgage, evidence of indebtedness, contracts or other document, or any assignment or endorsement thereof, executed and entered into between the Corporation and any other person, when signed by one or more officers or agents having actual or apparent authority to sign it, or by the President or Vice President and Secretary or Assistant Secretary or Treasurer or Assistant Treasurer of the Corporation, shall be held to have been properly executed for and on behalf of the Corporation.

ARTICLE VI

Share Certificates and Transfers

Section 1. Share Certificates.

Shares of the Corporation's stock shall be represented by certificates. Each of the Corporation's share certificates shall state that the Corporation is incorporated under the laws of the State of Tennessee, the name of the person to whom it is issued, the number and class of shares and the designation of the series, if any, that the certificate represents. In the event the Corporation is authorized to issue shares of more than one class or series, the Corporation's share certificates shall set forth upon their face or back a full or summary statement of designations, voting rights, preferences, limitations and special rights of the shares of each class or series authorized to be issued so far as they have been fixed and determined, and the authority of the Board of Directors to fix and determine the designations, voting rights, preferences, limitations and special rights of the classes and series of the shares of the Corporation; or, in lieu thereof, a statement that the Corporation will furnish such information to any shareholder upon request without charge.



Every share certificate shall be executed, by fascimile or other-wise, by or on behalf of the Corporation in such manner as the Board of Directors may determine.

Section 2. Loss or Destruction of Share Certificate.

In case of loss or destruction of a certificate of stock, no new stock certificate shall be issued in lieu thereof except upon satisfactory proof to the Board of Directors or their delegate of such loss or destruction, and upon the giving to the Corporation of satisfactory security against loss by bond or otherwise. Any such new certificate shall be plainly marked "Duplicate" upon its face.

Section 3. Transfers of Stock; Transfer Agent.

Transfers of stock shall be made only upon the books of the Corporation and only upon surrender of the share certificate, unless such certificate is lost or destroyed. The Board of Directors may appoint a transfer agent and a registrar of transfers, and may require all stock certificates to bear the signature of such transfer agent and of such registrar of transfers.

Section 4. Registered Shareholders.

The Corporation shall be entitled to treat the holder of record of any share or shares as holder in fact thereof and it shall not be bound to recognize any equitable or other interest or claim in or to any share on the part of any other person; and the Corporation shall not be liable for any registration or transfer of shares which are registered or to be registered in the name of a fiduciary or nominee, and will not be committing a breach of trust in requestig such registration or transfer, unless with actual knowledge of such facts as to cause the participation of the Corporation in such transfer to constitute an act of bad faith.

## ARTICLE VII

## Indemnification of Directors, Officers and Employees

Section 1. Right to Indemnification.

Except as prohibited by law, every director and officer of the Corporation shall be entitled as of right to be indemnified by the Corporation against all expenses, liability and loss (including without limitation, attorney's fees, judgments, fines, taxes, penalties and amounts paid in settlement) paid or incurred by such person in connection with any actual or threatened claim, action, suit or proceeding, civil, criminal, administrative, investigative or other, whether brought by or in the right of the Corporation or otherwise, in which he may be involved, as a party



or otherwise, by reason of such person being or having been a director or officer of the Corporation or by reason of the fact such person is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or other representative of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (such claim, action, suit or proceeding hereinafter being referred to as an "Action"); provided, that no such right of indemnification shall exist with respect to an Action brought by an Indemnitee (as hereinafter defined) against the Corporation except as provided in the last sentence of this Section 1. Persons who are not directors or officers of the Corporation may be similarly indemnified in respect of service to the Corporation or to another such entity at the request of the Corporation to the extent the Board of Directors at any time denominates any such persons as entitled to the benefits of this Article VII. As used in this Article VII, "Indemnitee" shall include each director and officer of the Corporation and each other person denominated by the Board of Directors as entitled to the benefits of this Article VII. An Indemnitee shall be entitled to be indemnified pursuant to this Section 1 for expenses incurred in connection with any Action brought by such Indemnitee against the Corporation only if the Action is a claim for indemnity or expenses under Section 3 of this Article VII or otherwise and either (i) the Indemnitee is successful in whole or in part in the Action for which expenses are claimed or (ii) the indemnification for expenses is included in a settlement of the Action or is awarded by a court.

Section 2. Right to Advancement of Expenses.

Every Indemnitee shall be entitled as of right to have his expenses in any Action (other than an Action brought by such Indemnitee against the Corporation) paid in advance by the Corporation prior to final disposition of such Action, subject to any obligation which may be imposed by law or by provision of the Corporation's Articles of Incorporation, these By-Laws, an agreement or otherwise to reimburse the Corporation in certain events.

Section 3. Right of Indemnitee to Initiate Action.

If a written claim under Section 1 or Section 2 of this Article VII is not paid in full by the Corporation within thirty days after such claim has been received by the Corporation, the Indemnitee may at any time thereafter initiate an Action against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the Indemnitee shall also be entitled to be paid the expenses of prosecuting such Action. It shall be a defense to any Action to recover a claim under Section 1 of this Article VII that the Indemnitee's conduct was such that under Tennessee law the Corporation is prohibited from indemnifying the Indemnitee for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the



failure of the Corporation (including its Board of Directors, independent legal counsel and its shareholders) to have made a determination prior to the commencement of such Action that indemnification of the Indemnitee is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its shareholders) that the Indemnitte's conduct was such that indemnification is prohibited by law, shall be a defense to such Action or create a presumption that the Indemnitee's conduct was such that indemnification is prohibited by law. The only defense to such Action to receive payment of expenses in advance under Section 2 of this Article VII shall be failure to make an undertaking to reimburse if such an undertaking is required by law or by provision of the Corporation's Articles of Incorporation, these By-Laws, an agreement or otherwise.

Section 4. Insurance and Funding.

The Corporation may purchase and maintain insurance to protect itself and any person eligible to be indemnified hereunder against any expense, liability or loss asserted or incurred by such person in connection with any Action, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss by law or under the provisions of this Article VII. The Corporation may create a trust fund, grant a security interest, cause a letter of credit to be issued or use other means (whether or not similar to the foregoing) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

Section 5. Non-Exclusivity; Nature and Extent of Rights.

The rights of indemnification and advancement of expenses provided for in this Article VII (i) shall not be deemed exclusive of any other rights, whether now existing or hereafter created, to which any Indemnitee may be entitled under the Corporation's Articles of Incorporation or these By-Laws, any agreement, any vote of shareholders or directors or otherwise, (ii) shall be deemed to create contractual rights in favor of each Indemnitee, (iii) shall continue as to each person who has ceased to have the status pursuant to which he was entitled or was denominated as entitled to indemnification hereunder and shall inure to the benefit of the heirs and legal representatives of each Indemnitee and (iv) shall be applicable to Actions commenced after the adoption hereof, whether arising from acts or omissions occurring before or after the adoption hereof. The rights of indemnification provided in this Article VII may not be amended or repealed so as to limit in any way the indemnification or the right to advancement of expenses provided for herein with respect to any acts or omissions occurring prior to the adoption of any such amendment or repeal.

## ARTICLE VIII

## Amendments

Section 1. Amendments to By-Laws.

Except with respect to those matters that are by statute reserved exclusively to the shareholders, the Board of Directors may adopt, amend or repeal these By-Laws by a vote of a majority of all votes cast on the adoption, amendment or repeal at any regular or special meeting duly convened for that purpose; subject, however, to the power of the shareholders by a vote of a majority of all votes cast to change or repeal these By-Laws at any annual or special meeting duly convened for such purpose. Any meeting of shareholders for the purpose of changing or repealing these By-Laws shall be preceded by the giving of written notice to each shareholder stating that the purpose or one of the purposes of the meeting is to consider the adoption, amendment or repeal of these By-Laws, and such notice shall contain or include a copy of the proposed amendment or a summary of the changes to be effected thereby. Any change in these By-Laws shall take effect when adopted unless otherwise provided in the resolution effecting the change.

**Exhibit 3.24**

Restriction of right
to around articles

Yes o No x

608461

FILED
In the office of the Secretary of State
of the State of California

SEP 29 1970
Secretary of State
By /s/ [ILLEGIBLE]
Deputy

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.

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(f) To borrow money without limitation 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 or 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 addition 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 if 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



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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 as the first directors are:

| Name | Address |
|---|---|
| Jack J. Schoustra | 2104 no. [ILLEGIBLE] |

| | |
|---|---|
| Jay L. Smith | 1515 no. [ILLEGIBLE] |
| Jacobus de Ruiter | Richard Wagnerlaan 8, Voorschoten, [ILLEGIBLE] |
| Kornelis Joustra | Voorburgseweg 54, Leidschendam, [ILLEGIBLE] |
| Abraham F. van Weele | Brugweg 78, Waddinxveen, [ILLEGIBLE] |

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 21st day of September 1970.

/s/ Jack J. Schoustra
Jack J. Schoustra

[ILLEGIBLE]

/s/ Jacobus de Ruiter
Jacobus de Ruiter

/s/ Komelis Joustra
Komelis Joustra

/s/ Abraham F. van Weele
Abraham F. van Weele

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STATE OF CALIFORNIA )
) ss.
COUNTY OF LOS ANGELES )

On September 25, 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.

(Seal)

OFFICIAL SEAL
MARIE C. AUSTIN
NOTARY PUBLIC.CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 31, 1974

/s/ [ILLEGIBLE]
Notary Public in and for
said County and State

My Commission Expires:

May 31 1974

STATE OF CALIFORNIA )
) ss.
COUNTY OF LOS ANGELES )

On September 25, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jayl Smith, 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.

(Seal)

OFFICIAL SEAL
MARIE C. AUSTIN
NOTARY PUBLIC.CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 31, 1974

/s/ [ILLEGIBLE]
Notary Public in and for
said County and State

My Commission Expires:

May 31 1974

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.

/s/ [ILLEGIBLE]

For the legalization of the signature of Kornelis Joustra, residing at Leidschendam, Voorburgseweg 54,I,Theodorus Johannes Marie Schuurmans, notary, practising at Rotterdam, hereunto put my hand and seal on this 21st day of September 1970.

/s/ [ILLEGIBLE]

For the legalization of the signature of Abraham Francois van Weele, residing at Waddinxveen, Brugweg 78,I,Theodorus Johannes Marie Schuurmans, notary, practising at Rotterdam, hereunto put my hand and seal on this 21srt day. September 1970.

/s/ [ILLEGIBLE]

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**KINGDOM OF THE NETHERLANDS**
**PROVINCE OF SOUTH HOLLAND**
**CITY OF ROTTERDAM**
**CONSULATE GENERAL OF THE**
**UNITED STATES OF AMERICA**

**S.S.**

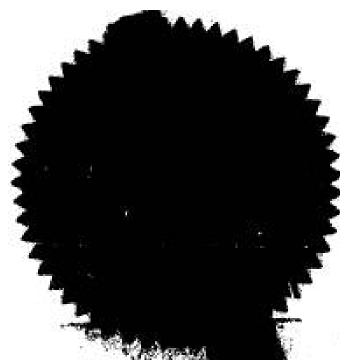
I. H. Scott Witmer II, Vice Consul of the United States of America at Rotterdam, Netherlands, duly commissioned and qualified, do hereby certify that

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

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the American Consulate General at Rotterdam, Netherlands, this 21st day of September 1970.



/s/ H. Scott Witmer II

H. Scott Witmer II

Vice Consul of the United States of

America at Rotterdam, Netherlands

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608461

A230483

FILED
In the office of the Secretary of State
of the State of California

MAR 9 1981
MARCH FONG EU, Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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 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%.

/s/ Carlos Espana

CARLOS ESPANA, President

/s/ William J. Monahan, Jr.
WILLIAM J. MONAHAN, 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 22, 1981.

/s/ Carlos Espana
CARLOS ESPANA

/s/ William J. Monahan, Jr.
WILLIAM J. MONAHAN, JR.

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[ILLEGIBLE]

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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.

/s/ Carlos Espana
CARLOS ESPANA, President

/s/ William J. Monahan, Jr.
WILLIAM J. MONAHAN, 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.

/s/ Carlos Espana
CARLOS ESPANA, President

/s/ William J. Monahan, Jr.
WILLIAM J. MONAHAN, JR., Secretary

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NAME CHANGED TO: THE EARTH TECHNOLOGY CORPORATION (WESTERN)

608461

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
ERTEC WESTERN, INC.

A275977

FILED
In the office of the Secretary of State
of the State of California

DEC 27 1983
MARCH FONG EU, Secretary of State

By /s/ [ILLEGIBLE]
Deputy

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.

/s/ Carlos Espana
CARLOS ESPANA, President

/s/ William J. Monahan, Jr.
WILLIAM J. MONAHAN, JR., Secretary

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A411276

608461

**CERTIFICATE OF AMENDMENT**
**OF**
**ARTICLES OF INCORPORATION**
**OF**
**THE EARTH TECHNOLOGY CORPORA TION (WESTERN)**

FILED
In the office of the Secretary of State
of the State of California

NOV 26 1991
[ILLEGIBLE]
MARCH FONG EU, Secretary of State

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:

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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 26, 1991.

/s/ Jack J. Schoustra
Jack J. Schoustra, Chairman of the Board

/s/ Patricia E. Montgomery
Patricia E. Montgomery, Secretary



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608461

A464412

FILED
In the office of the Secretary of State
of the State of California

NCTO:

**CERTIFICATE OF AMENDMENT**
**OF**
**ARTICLES OF INCORPORATION**
**OF**
**THE EARTH TECHNOLOGY CORPORATION**

AUG [ILLEGIBLE] 1995

/s/ Bill Jones
BILL JONES Secretary of State

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 of 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 3, 1995

/s/ Diane C. Creel
Diane C. Creel, President and
Chief Executive Officer

/s/ Charles S. Alpert
Charles S. Alpert, Secretary

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[ILLEGIBLE]



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[ILLEGIBLE]



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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 12.1 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.

Date: August 11, 1995

/s/ Diana C. Creel
Diana C. Creel, President and
Chief Executive Officer

/s/ Charles S. Alpert
Charles S. Alpert, Secretary

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**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 teras 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.

Date: August 11, 1995

/s/ Diana C. Creel
Diana C. Creel, President and
Chief Executive Officer

/s/ Charles S. Alpert
Charles S. Alpert, Secretary



[ILLEGIBLE]

FILED [ILLEGIBLE]
In the office of the Secretary of State
of the State of California

0608461 Surv

[ILLEGIBLE]

/s/ Bill Jones
Secretary of State

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”).

<u>RECITALS</u>

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.



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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 authorisations 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 duly authorized on the respective dated set forth below.

Summit Environmental Group,
Inc., a Delaware corporation

August 11 , 1995 By: /s/ Diane C. Creel
Diane C. Creel,
President and Chief
Executive Officer

August 11 , 1995 By: /s/ Charles S. Alpert
Charles S. Alpert,
Secretary

EARTH TECH, INC., a
California corporation

August 11 , 1995 By: /s/ Diane C. Creel
Diane C. Creel,
President and Chief
Executive Officer

August 11 , 1995 By: /s/ Charles S. Alpert
Charles S. Alpert,
Secretary



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**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 Code.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge.

Date: August 11, 1995 /s/ Diane C. Creel
Diane C. Creel, President and
Chief Executive officer

/s/ Charles S. Alpert
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 EART 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 shareholders of Summit by a vote of the number of shares of each class which Squalled or exceeded the vote required by each class to approve said agreement of merger.

4. The shareholder approval was by the holders of 100% 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.

Dated: August 11, 1995

/s/ Diane C. Creel
Diane C. Creel
President and Chief
Executive Officer

/s/ Charles S. Alpert
Charles S. Alpert, Secretary



0608461 Surv
CERTIFICATE OF OWNERSHIP
MERGING

**Whitman & Howard, Inc.**
(subsidiary corporation)

INTO

**EARTH TECH, Inc.**
(parent corporation)

**A478036**
FILED Nov
In the office of the Secretary of State
of the State of California
JUN 30 1996
/s/ Bin Jones
BILL JONES, Secretary of State

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 [ILLEGIBLE] 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



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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 21st day of June, 1996.

/s/ Mark H. Swartz
Mark H. Swartz,
Vice President

/s/ M. Brian Moroze
M. Brian Moroze,
Assistant Secretary



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**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 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 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.

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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: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

Whitman & Howard, Inc.

By: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

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A478037

FILED Nov
In the office of the Secretary of State
of the State of California

JUN 30 1996

/s/ Bill Jones
BILL JONES, Secretary of State

0608461 Surv

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 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 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, 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



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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 or 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 day of June, 1996.

/s/ Mark H. Swartz
Mark H. Swartz,
Vice President

/s/ M. Brian Moroze
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 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 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 Time shall be cancelled and cease to exist without any consideration being payable therefor.

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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: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

Environmental Technology of North America, Inc.

By: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

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A478038

FILED Nov
In the office of the Secretary of State
of the State of California

JUN 30 1996

/s/ Bill Jones
BILL JONES, Secretary of State

0608461 Surv
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 Corporation (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 under the Agreement and Plan of Merger.

   3. The proper officers of Parent be, end 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 21st day of June, 1996.

/s/ Mark H. Swartz
Mark H. Swartz,
Vice President

/s/ M. Brian Moroze
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 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 Time shall be cancelled and cease to exist without any consideration being payable therefor.

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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: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

WW Engineering & Science, Inc.

BY: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

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A480907

0608461 Surv

FILED Nov
[ILLEGIBLE]

CERTIFICATE OF OWNERSHIP

MERGING

AUG 28 1996

**Barrett Consulting Group, Inc.**
(subsidiary corporation)

[ILLEGIBLE]
[ILLEGIBLE]

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 are true of their own knowledge. Executed at Exeter, New Hampshire, on the 21st day of June, 1996.

/s/ Mark H. Swartz
Mark H. Swartz,
Vice President

/s/ M. Brian Moroze
M. Brian Moroze,
Assistant Secretary



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**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 ail 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 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.

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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: /s/ Mark H. Swartz
Mark H. Swartz,
Vice President

Barrett Consulting Group, Inc.

By: /s/ Mark H. Swartz
Mark H. Swartz,

Vice President

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0608461 Surv
CERTIFICATE OF OWNERSHIP

MERGING

TEAM ENGINEERING, INC.
(subsidiary corporation)

INTO

EARTH TECH, INC.
(parent corporation)

FILED
In the office of the Secretary of State
of the State of California
DEC 31 1997
/s/ Bill Jones
BILL JONES Secretary of State

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").

[ILLEGIBLE]



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   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 be 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: /s/ J. Brad McGee
J. Brad McGee, Vice President

By: /s/ M. Brian Moroze
M. Brian Moroze, Assistant Secretary



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A0566253
FILED
In the Office of the Secretary of State
of the State of California

**CERTIFICATE OF OWNERSHIP MERGING**

**REID CROWTHER CONSULTING, INC.**
**INTO**

**EARTH TECH, INC.**

MAY 30 2001

/s/ Bill Jones
BILL JONES, Secretary of State

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



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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: /s/ Diane C. Creel
Diane C. Creel, President

By: /s/ Charles S. Alpert
Charles S. Alpert, Secretary



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A0684386
FILED
In the office of the Secretary of State
of the State of California
Nov 10 2008

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 duly 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 is100. The total number of shares voting in favor of the amendment acquired 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 [ILLEGIBLE] set forth in this certificate are true and correct of out own knowledge.

Date: November 6, 2008

/s/ Alan P. Krusi
Alan P. Krusi, President

/s/ William E. Garrett
William E. Garrett [ILLEGIBLE]

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I hereby certify that the foregoing transcript of 43 page(s) is a full true and correct copy of the original record in the custody of the California Secretary of State's office.

Date: DEC 06 2013 [ILLEGIBLE]

/s/ Debra Bowen
DEBRA BOWEN, Secretary of State

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**Exhibit 3.25**

BY-LAWS

OF

FUGRO U. S., INC.

A California Corporation

Article I

OFFICES

Section 1. PRINCIPAL OFFICE. The principal office for the transaction of business of the corporation is hereby fixed and located in the City of Long Beach, County of Los Angeles, State of California.

The Board of Directors is hereby granted full power and authority to change said principal office from one location to another in said county.

Section 2. OTHER OFFICES. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

Article II

MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. All annual meetings of shareholders shall be held at the principal office of the corporation, and all other meetings of shareholders shall be held either at the principal office or at any other place within or without the State of California which may be designated either by the Board of Directors pursuant to authority hereinafter granted to said Board, or by written consent of all shareholders entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the corporation.

Section 2. ANNUAL MEETINGS. The annual meetings of shareholders shall be held on the tenth day of February, of each year, at 10 o'clock A.M.; provided, however, that should said day fall upon a legal holiday, then such annual meeting of shareholders shall beheld at the same time and place on the next day thereafter ensuing which is not a legal holiday.

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Written notice of each annual meeting shall be given to each shareholder entitled to vote thereat, either personally or by mail or other means of written communication, charges prepaid, addressed to such shareholder at his or her address appearing on the books of the corporation or given by him or her to the corporation for the purpose of notice. If a shareholder gives no address, notice shall be deemed to have been given him if sent by mail or other means of written communication addressed to the place where the principal office of the corporation is situated, or if published at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to such shareholder entitled thereto, not less than ten (10) days before such annual meeting, and shall specify the place, day and hour of such meeting, and shall also state the general nature of the business or proposal to be considered or acted upon at such meeting before action may be taken at such meeting on:

a. A proposal to sell, lease, convey, exchange, transfer or otherwise dispose of all or substantially all of the property or assets of the corporation except under Section 3900 of the California Corporations Code;

b. A proposal to merge or consolidate with another corporation, domestic or foreign;

c. A proposal to reduce the stated capital of the corporation;

d. A proposal to amend the Articles of Incorporation;

e. A proposal to wind up and dissolve the corporation;

f. A proposal to adopt a plan of distribution of shares, securities or any consideration other than money in the process of winding up.

Section 3. SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes whatsoever may be called at any time by the President or by the Board of Directors, or by one or more shareholders holding not less than one-fifth of the voting power of the corporation. Except in special cases where other express provision is made by statute, notice of such special meetings shall be given in the same manner as for annual meetings of shareholders. Notices of any special meeting shall specify, in addition to the place, day and hour of such meeting, the general nature of the business to be transacted.



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Section 4. ADJOURNED MEETINGS AND NOTICE THEREOF. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by vote of a majority of the shares, the holders of which are either present in person or by proxy thereat, but in the absence of a quorum, no other business may be transacted at any such meeting.

When any shareholders' meeting, either annual or special, is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Except as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

Section 5. ENTRY OF NOTICE. Whenever any shareholder entitled to vote has been absent from any meeting of shareholders, whether annual or special, an entry in the minutes to the effect that notice has been duly given shall be sufficient evidence that due notice of such meeting was given to such shareholder, as required by law and the By-Laws of the corporation.

Section 6. VOTING. At all meetings of shareholders, every shareholder entitled to vote shall have the right to vote in person or by proxy the number of shares standing in his name on the stock records of the corporation. Such vote may be given by viva voce or by ballot; provided, however, that all elections for directors must be by ballot upon demand made by a shareholder at any election and before the voting begins. At all elections of directors of the corporation, each shareholder entitled to vote shall have the right to cast as many votes as shall equal the number of his shares multiplied by the number of directors to be elected, and he may cast all of such votes for a single candidate or may distribute them among some or all of the candidates as he sees fit. The candidates receiving the highest number of votes up to the number of directors to be elected shall be elected.

Section 7. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum.



Section 8. CONSENT OF ABSENTEES. The proceedings and transactions of any meeting of shareholders, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. ACTION WITHOUT MEETING. Any action, which under the provisions of Section 2239 of the California Corporations Code may be taken at a meeting of the shareholders, may be taken without a meeting if authorized by a writing signed by all of the holders of shares who would be entitled to vote at a meeting for such purpose, and filed with the Secretary of the corporation.

Section 10. PROXIES. Every person entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the corporation; provided, that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the shareholder executing it specifies therein the length of time for which such proxy is to continue in force, which in no case shall exceed seven (7) years from the date of its execution.

## Article III

## DIRECTORS

Section 1. POWERS. Subject to limitations of the Articles of Incorporation, of the By-Laws, and particularly Article II, Section 6 of these By-Laws, and of the California General Corporation Law, as to action to be authorized or approved by the shareholders, and subject to the duties of directors as prescribed by the By-Laws, all corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be controlled by, the Board of Directors. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the directors shall have the following powers, to wit:

a. To select and remove all other officers, agents and employees of the corporation, prescribe



such powers and duties for them as may not be inconsistent with law, with the Articles of Incorporation or the By-Laws, fix their compensation, and require from them security for faithful service;

b. To conduct, manage and control the affairs and business of the corporation, and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation or the By-Laws, as they may deem best;

c. To change the principal office for the transaction of the business of the corporation from one location to another within the same county as provided in Article I, Section 1, hereof; to fix and locate from time to time, one or more branch or subsidiary offices of the corporation within or without the State of California, as provided in Article I, Section 2 hereof; to designate any place within or without the State of California for the holding of any shareholders’ meetings except annual meetings; and to adopt, make, and use a corporate seal, and to prescribe the form of certificates of stock, and to alter the form of such seal and of such stock certificates from time to time, as in their judgment they may deem best, provided, such seal and such certificates shall at all times comply with the provisions of the law;

d. To authorize the issue of stock of the corporation from time to time, upon such terms as may be lawful, in consideration of money paid, labor done or services actually rendered, debts or securities cancelled, or tangible or intangible property actually received, or in case of shares issued as a dividend, against amounts transferred from surplus to stated capital;

e. To borrow money and incur indebtedness for the purposes of the corporation and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor; and

f. To appoint an executive committee and other committees, and to delegate to the executive committee any of the powers and authority of the Board in the management of the business and affairs of the corporation, except the power to declare dividends and to adopt, amend or repeal by-laws. The executive committee shall be composed of two or more directors.

Section 2. NUMBER AND QUALIFICATIONS OF DIRECTORS. The authorized number of directors of the corporation shall be FIVE (5) until changed by amendment of the Articles of

Incorporation or by a by-law amending this Article III, Section 2 of these By-Laws duly adopted by the vote or written assents of the shareholders.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of the shareholders, but if any such annual meeting is not held, or the directors are not elected thereat, the directors may be elected at any special meeting of the shareholders held for that purpose. Each director shall hold office until his respective successor is elected or until he is removed from office.

Section 4. VACANCIES. Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or special meeting of the shareholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the shareholders fail at any annual or special meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accept the resignation of a director tendered to take effect at a future time, the Board or the shareholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. PLACE OF MEETING. Regular meetings of the Board of Directors shall be held at any place within or without the State which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation. Special meetings of the Board may be held either at a place so designated or at the principal office.

Section 6. ORGANIZATION MEETING. Immediately following each annual meeting of shareholders, the Board of



Directors shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business. Notice of such meetings is hereby dispensed with.

Section 7. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose or purposes shall be called at any time by the President, or, if he is absent or unable or refuses to act, by any Vice-President, or, if he is absent or unable or refuses to act, by any director.

Written notice of the time and place of special meetings shall be delivered personally to the directors or sent to each director by mail or other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records of the corporation, or if it is not shown on such records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the U. S. mail or delivered to the telegraph company in the place in which the principal office of the corporation is located at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered personally as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing, or delivery as above provided, shall be due, timely, legal, and personal notice to such director.

Section 8. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned.

Section 9. ENTRY OF NOTICE. Whenever any director has been absent from any special meeting of the Board of Directors, an entry in the minutes to the effect that notice has been duly given shall be sufficient evidence that due notice of such special meeting was given to such director, as required by law and the By-Laws of the corporation.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made



a part of the minutes of the meeting.

Section 11. QUORUM. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made at a meeting by a majority of all authorized directors, which meeting is duly held and at which a quorum is present, shall be regarded as the act of the Board of Directors, unless a greater number be required by law, the Articles of Incorporation, or the By-Laws.

Section 12. ADJOURNMENT. A quorum of the directors may adjourn any directors’ meeting to meet again at a stated time, place and hour, provided however, that in the absence of a quorum, the directors present at any directors’ meeting, either regular or special, may adjourn from time to time, until the time fixed for the next regular meeting of the Board.

Section 13. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors. Any certificate

or other document which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the By-Laws authorize the Directors to so act.

Section 14. FEES AND COMPENSATION. Directors shall not receive any stated salary for their services as directors, but, by resolution of the Board, a fixed fee, with or without expenses of attending, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

Article IV

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be:

a. President,



b. Vice-President,

c. Secretary, and

d. Treasurer.

The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more additional vice-presidents, one or more assistant-secretaries, one or more assistant-treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. Officers other than the President and Chairman of the Board, need not be directors. One person may hold two or more offices, except those of President and Secretary.

Section 2. ELECTIONS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 3 or 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until his successor is appointed or until he resigns or is removed from office.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the By-Laws or as the Board of Directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority of the directors at the time in office, at a regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President, or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal or any other cause shall be filled by the Board of Directors at a regular or special meeting.



Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may from time to time be assigned to him by the Board of Directors as prescribed by the By-Laws.

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 and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and affairs of the corporation. He shall preside at all meetings of the shareholders, 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 be ex-officio a member of all the standing committees, including the executive committee, if any; shall have the general powers and duties of management usually vested in the office of president of a corporation; and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws.

Section 8. VICE-PRESIDENT. 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 powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or the By-Laws.

Section 9. SECRETARY. The Secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Directors may order, of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those directors and shareholders present, the names of those present at the directors' meeting, the number of shares present or represented at shareholders' meetings and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation's transfer agent, a share register, or a duplicate share register, showing the names of the shareholders and their addresses; the number and classes of shares held by each; the number and date of certificates issued for the same; the

number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give or cause to be given, notice of all meetings of shareholders and the Board of Directors, as required by the By-Laws or by law to be given, and he shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-Laws.

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus, and shares. Any surplus, including earned surplus, paid-in surplus, and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all times be open for inspection by any director.

The Treasurer shall deposit all monies and other valuables in the name and to the credit of the corporation with 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 and shall render to the President and directors, when they request it, an account of all of his transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the By-Laws.

Article V

MISCELLANEOUS

Section 1. RECORD DATE AND CLOSING STOCK BOOKS. The Board of Directors may fix a time in the future as a record date for the determination of the shareholders entitled to notice of and to vote at any meeting of shareholders, or to receive any dividend, distribution, or allotment of rights, or to exercise rights in respect to any change, conversion, or exchange of shares. The record date so fixed shall not be more than fifty days prior to the date of the meeting or event for which it is fixed. When a record date is so fixed, only shareholders of record on the record date shall be entitled to notice of and to vote at such meeting, or to receive such dividend, distribution, or allotment of rights, or to exercise sugh rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date. The Board of Directors may close the books of the corporation against transfers of shares during the whole or any part of the fity-day period preceding such meeting or event.



Section 2. INSPECTION OF CORPORATE RECORDS. The share register or duplicate share register, the books of account, and minutes of proceedings of the shareholders and directors shall be open to inspection upon the written demand of any shareholder or the holder of a voting trust certificate, at any reasonable time, and for a purpose reasonably related to his interests as a shareholder, and shall be exhibited at any time when required by the demand of ten percent of the shares represented at any shareholders' meeting. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts. Demand of inspection other than at a shareholders' meeting shall be made in writing upon the President, Secretary or Assistant-Secretary of the corporation.

Section 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 4. SEAL. The corporation shall have a common seal, and shall have inscribed thereon the name of the corporation, the date of its incorporation, and the word California.

Section 5. ANNUAL REPORT. The Board of Directors shall cause an annual report complying with the provisions of Section 3007 et seq. of the California Corporations Code to be sent to the shareholders not later than 120 days after the close of the fiscal or calendar year.

Section 6. CONTRACTS, ETC., HOW EXECUTED. The Board of Directors, except as the By-Laws or Articles of Incorporation otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or agreement or to pledge its credit to render it liable for any purpose or to any amount.

Section 7. CERTIFICATES OF STOCK. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid. All such certificates shall be signed by the President or a Vice-President and the Secretary or an



Assistant-Secretary, or be authenticated by facsimiles of the signatures of the President and Secretary, or a facsimile of the signature of the President and the written signature of the Secretary or Assistant-Secretary. Every certificate authenticated by a facsimile of a signature must be counter-signed by a transfer agent or a transfer clerk, and be registered by an incorporated bank or trust company, either domestic or foreign, as registrar of transfers, before issuance.

Certificates for shares may be issued prior to full payment thereof, under such restrictions and for such purposes as the Board of Directors or the By-Laws may provide; provided, however, that any such certificates so issued prior to full payment shall state the amount remaining unpaid and the terms of payment thereof.

Section 8. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The President or any Vice-President and the Secretary or Assistant-Secretary of this corporation are authorized to vote, represent, and exercise on behalf of this corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation in any other corporation or corporations, may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney duly executed by said officers.

Section 9. INSPECTION OF BY-LAWS. The corporation shall keep in its principal office for the transaction of business the original or a copy of the By-Laws as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the shareholders at all reasonable times during business hours.

Article VI

AMENDMENTS

Section 1. POWER OF SHAREHOLDERS. New by-laws may be adopted or these By-Laws may be amended or repealed by the vote of shareholders entitled to exercise a majority of the voting power of the corporation or by the written assent of such shareholders.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in Section 1 of this Article VI to adopt, amend, or repeal by-laws, by-laws other than a by-law or amendment thereof changing the authorized number of directors may be adopted, amended, or repealed by the Board of Directors.



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CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Fugro U.S., Inc., a California corporation; and

That the foregoing By-Laws, comprising thirteen pages, constitute the By-Laws of said corporation as duly adopted at a meeting of the Board of Directors thereof duly held on the 8th day of October , 1970 .

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 2nd day of November ,1970 .

/s/ Jay L. Smith
Jay L. Smith, Secretary

(SEAL)

**Exhibit 3.26**

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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B 090296

RESTATED CERTIFICATE OF INCORPORATION
OF
PRC ENGINEERING, INC.

Under Section 807 of the Business Corporation Law

FIRST: The name of the corporation is PRC Engineering, Inc. The name under which the corporation was formed is Frederic R. Harris, Inc.

SECOND: The Certificate of Incorporation of the corporation was filed by the Department of State on May 3, 1930. The corporation was formed pursuant to the provisions of the Stock Corporation Law. A Restated Certificate of Incorporation of the corporation was filed by the Department of State on January 15, 1970. A second Restated Certificate of Incorporation was filed by the Department of State on August 14, 1972. A third Restated Certificate of Incorporation was filed by the Department of State on September 26, 1979.

THIRD: The restatement of the Restated Certificate of Incorporation of the corporation was authorized by the unanimous written consent of the executive committee of the board of directors of the corporation on March 23, 1984.

FOURTH: The text of the Restated Certificate of Incorporation of the corporation, is hereby restated without amendment or change to read in full as follows

"FIRST: The name of the corporation is PRC ENGINEERING, INC.



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"SECOND: The purposes for which it is to be formed are as follows, to with:

"To design, lay out, plan, and to make and draw plans and specifications for the construction of buildings of all kinds, bridges, railroad, viaducts, tunnels and other structures to supervise the construction thereof and to engage a corps of competent engineers, architects and other assistants to make said plans and specifications and to supervise the execution thereof; to make estimates on the cost of and to bid for, make and execute contracts, for the construction of buildings of all kinds, bridges, railroads, viaducts, tunnels, railroad bridges, elevated railroads, subways, street and interurban railroads, and railroads, buildings and structures of every kind, nature and description and for any and every purpose, to design, acquire patents for, manufacture, buy, sell, import, export, install and generally deal in railroad cars, engines, tenders, rails, switches, ties, block and other signals, breaks, wheels, and all tools, appliances and devices and every other thing necessary to a properly equipped railroad system, whether operated by steam, electricity or other motive power.

"To design lay out, plan, and to make and draw plans and specifications for docks, wharves, piers, river, harbor and port improvements, and to supervise the constructions of the same; and to make and execute contracts for the construction of docks, wharves, piers and for river, harbor and port improvements, dredging work, reclamation of lands under water, the construction, equipment and improvement of accommodations for the docking and berthing of ships and other water and air craft; to design and supervise the construction of and to make and execute contracts for the construction of foundations, breakwaters, jetties, piers, wharves, docks, sea walls, lighthouses, bridges, tunnels, pneumatic and submarine works, and to conduct all other operations necessary of incidental thereto, including the ownership, hiring and other acquisition of ships, lighters, floats, dredges, barges, dock and other boats, and the use and operation of the same in connection with the foregoing purposes of the corporation.



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"To design, supervise the construction of and to make and execute contracts for the construction of, and to maintain and operate waterhouses, sheds, cold storage plants on or near docks, wharves or piers, cranes and other devices for loading and unloading freight.

"To carry on a general wrecking, salvage and dredging business and to do either upland or under water excavating, dredging, filling and reclaiming and construction work of all kinds; to search for, locate, rescue, raise, repair and restore to the owners or turn to account in any lawful manner, vessels, cargoes and marine and other property of all kinds which may have been lost, sunk, grounded or in any wise damaged or incapacitated on land or water, to build, construct, move, raise and repair buildings, plants and structures of all kinds, private or public, either above or below the surface of the water or of the land.

"To design, plan, lay out, draw plans and specifications for, supervise the construction of and to make and execute contracts for the construction of, and to operate and maintain power plants and developments, transmission lines, tunnels, subways, drainage and irrigation systems; to do architectural, and engineering work and contracting of every kind, nature and description whatsoever, and in every part of the world, and to acquire and hold the necessary plat and equipment to carry out the above objects.

"To acquire by subscription, purchase or otherwise, and to hold for investment or for resale, to sell, pledge, hypothecate, and in all ways deal with stocks, script, bonds, consols, debentures, mortgages, notes, trust receipts, certificates of indebtedness, interim receipts and other obligations and securities of corporations, private, public, quasi-public or municipal, foreign or domestic; to collect the interest and dividends on its holdings and the principal thereof when due.

"To enter into, make, perform and carry out contracts of every kind which may be necessary for or incidental to the business of the corporation with any person, firm, corporation, private, public or municipal, or body politic under the Government of the United States or of any territory, protectorate, dependency or insular or



other possession or acquisition of the United States, or of any foreign government, so far as and to the extent that the same may be done and performed by a corporation organized under the Stock Corporation Law.

"To borrow money and, from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, bills of exchange and other obligations of the corporation for moneys borrowed or in payment for property acquired or for any other of the objects or purposes of the corporation or its business, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of or agreement in regard to all or any part of the property, rights or privileges of the corporation wherever situated and whether new owned or hereafter acquired."

"To purchase or otherwise acquire real estate and leaseholds or any interest therein in addition to such as may be necessary for the purposes hereinbefore expressed, and to own, hold, improve, sell and deal in the same.

"To do all and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or associated with other corporations, firms or individuals, and to do any other act or acts, thing or things, incidental or pertaining to or growing out of or connected with the aforesaid business or powers or any part or parts thereof, provided the same be not inconsistent with the law under which this corporation is organized.

"THIRD: The aggregate number of shares which the Corporation shall have authority to issue is One Hundred (100), all of which are to be without Par Value.

"FOURTH: The office of the corporation is to be located in the City, County and State of New York.

"FIFTH: The duration of the corporation shall be perpetual.



"SIXTH: The number of directors of this Corporation shall be not less than three (3) nor more than eleven (11).

"SEVENTH: The Secretary of State is designated as the agent upon whom process against the Corporation may be served within the State of New York. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon him is 521 Fifth Avenue, c/o The Prentice-Hall Corporation System, Inc., New York, New York, 10175.

"EIGHTH: The Corporation may issue and sell its shares without par value for such consideration as from time to time may be fixed by the Board of Directors."

Signed on March 23, 1984

/s/ Jerome M. Fischer
Jerome M. Fischer
President

/s/ Ruth M. Friedman
Ruth M. Friedman
Secretary

State of New York )
) ss
County of New York )

Ruth M. Friedman, being duly sworn, deposes and says that she is one of the persons who signed the foregoing Restated Certificate of Incorporation; that she signed said Certificate in the capacity set opposite or beneath her signature thereon, that she has read the foregoing Certificate and knows the contents thereof; and that the statements contained therein are true to her own knowledge.

/s/ Ruth M. Friedman
Ruth M. Friedman
Secretary

Subscribed and sworn to before me this 23rd day of March, 1984

[ILLEGIBLE]
Notary Public

[ILLEGIBLE]
[ILLEGIBLE]
[ILLEGIBLE]
[ILLEGIBLE]
[ILLEGIBLE]

B 090296

RESTATED CERTIFICATE OF INCORPORATION

OF

PRC ENGINEERING, INC.

(Under Section 807 of the Business Corporation Law)

Filer:
Planning Research Corporation
1500 Planning Research Drive
McLean, VA 22102

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR 12 1984
AMT. OF CHECK $ 130
FILING FEE $ 60
TAX $
COUNTY FEE $
COPY $ 20
CERT $
REFUND $
SPEC HANDLE $
BY:

333659

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***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina

Executive Deputy Secretary of State

Rev. 06/13

---

P-H

B 172323

CERTIFICATE OF CHANGE

OF

PRC ENGINEERING, INC.

(Under Section 805-A of the Business Corporation Law)

FIRST: The name of the corporation (the "corporation") is PRC ENGINEERING, INC. The name under which the corporation was formed is FREDERICK R. HARRIS INC.

SECOND: The certificate of incorporation of the corporation was filed by the Department of State on May 3, 1930.

THIRD: The certificate of incorporation of the corporation is hereby changed so as to change the post office address to which the Secretary of State of the State of New York shall mail a copy of any process against the corporation served upon him; and, to accomplish said change, the statement in the certificate of incorporation relating to said post office address is hereby stricken and the following statement is substituted in lieu thereof:

"The post office address within the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the corporation served upon him is c/o the Prentice-Hall Corporation System, Inc., 136 Madison Avenue, New York, New York 10016."

FOURTH: A notice of the proposed change was mailed by the undersigned to the corporation not less than 30 days prior to the date of the delivery of this certificate to the Department of State and the corporation has not objected thereto. The person signing this certificate is the agent of the corporation to whose address the Secretary of State of the State of New York is required to mail copies of process.

IN WITNESS WHEREOF, we have subscribed this document on the date hereinafter set forth and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by us and are true and correct.

Dated: November 16, 1984

THE PRENTICE-HALL CORPORATION SYSTEM, INC.

By /s/ Stephen W. Craig
Stephen W. Craig, Vice-President

/s/ Grant M. Dawson
Grant M. Dawson, Secretary

[ILLEGIBLE]

B 172323

---

P-H

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 14 1984

AMT. OF CHECK $ 30
FILING FEE $ 30
TAX $
COUNTY FEE $
COPY $
CERT $
REFUND $
SPEC HANDLE $

B172323

RECEIVED
DEC 13 10 AM '84

CERTIFICATE OF CHANGE

OF

PRC ENGINEERING, INC.

(Under Section 805-A of the Business Corporation Law)

assumed 7/17/81 - NY Co
515-521 5th Ave C/o The Prentice Hall
Corp. System, Inc, NY, NY 10175
§ - B090296 - 6
NRA
Frederic R. Harris, Inc
orig - 5/5/30
" 37 82 - 46

BILLED

Stephen W. Craig
The Prentice-Hall Corporation System, Inc.
136 Madison Avenue
New York, New York 10016

FILED

0095 0018

---

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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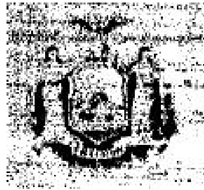


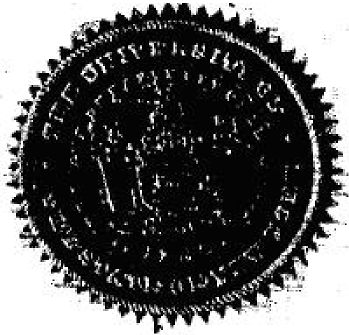
[ILLEGIBLE]

STATE OF-NEW-YORK :
: ss. :
COUNTY OF ALBANY :

[ILLEGIBLE] 470937

In accordance with the provisions of section 805 of the Business Corporation Law, consent is hereby given to the change of name of PRC ENGINEERING, INC. to FREDERIC R. HARRIS, INC. contained in the annexed certificate of amendment to the certificate of incorporation.

This consent to filing, however, shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such corporation, nor shall it be construed as giving the officers or agents of such corporation the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.



IN WITNESS WHEROEF this instrument is executed and the seal of the State Education Department is affixed this 12th day of March, 1987.

Gordon M. Ambach
Commissioner of Education

By: /s/ James H. Whitney

James H. Whitney
Acting Counsel

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**CERTIFICATE OF AMENDMENT OF**
**CERTIFICATE OF INCORPORATION**
**OF**
**PRC ENGINEERING, INC.**

(Pursuant to Section 805 of the New York Business Corporation Law)

FIRST: The name of the corporation is:

"PRC ENGINEERING, INC."

SECOND: The Certificate of incorporation was filed in the office of the Department of State in Albany, New York on May 3, 1930 under the name "FREDERIC R. HARRIS, INC." The name of the corporation was changed to FREDERIC R. HARRIS ENGINEERING CORPORATION by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on September 13, 1943, was further changed to FREDERIC R. HARRIS, INC. by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on May 4, 1949, was further changed to PRC HARRIS, INC. by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of

State in Albany, New York on June 29, 1979, and was further changed to PRC ENGINEERING, INC., by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on July 7, 1981.

THIRD: The amendment of the Certificate of Incorporation effected by this Certificate of Amendment is to change the name of the corporation to: FREDERIC R. HARRIS, INC.

FOURTH: To accomplish the foregoing amendment, Article FIRST of the Certificate of Incorporation relating to the name of the corporation is hereby stricken and the following Article is substituted in lieu thereof:

"FIRST: The name of the corporation is: FREDERIC R. HARRIS, INC. "



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FIFTH: The manner in which the foregoing amendment of the Certificate of Incorporation was authorized was by written consent of the holder of all of the outstanding shares of the corporation, as subsequently ratified and approved unanimously by the Board of Directors of the corporation.

IN WITNESS WHEREOF, this certificate has been executed this 9th day of February, 1987 and we affirm the statements contained therein as true under penalties of perjury.

PRC ENGINEERING, INC.

/s/ Lewis G. Noe
Lewis G. Noe, Vice President

/s/ Dan L. Denison
Dan L. Denison, Asst. Secretary

STATE OF GEORGIA

COUNTY OF FULTON

Lewis G. Noe and Dan L. Denison, being duly sworn, each deposes and says that they are the Vice president and Assistant Secretary, respectively, of PRC Engineering, Inc., the corporation which signed the foregoing Certificate of Amendment in their capacities as Vice president and Assistant Secretary; that they signed said Certificate in the corporate name; that they have read the said Certificate and know the contents thereof; and that the statements contained therein are true of their own knowledge.

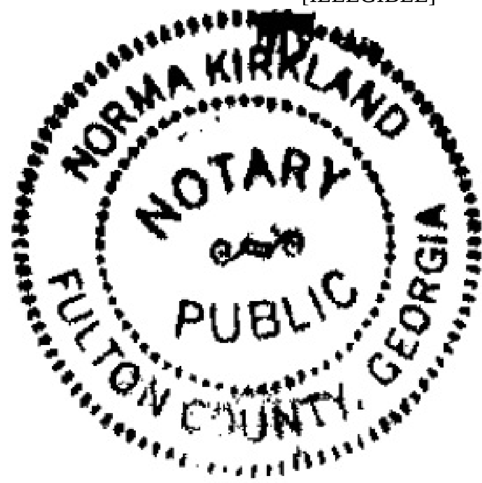
/s/ Lewis G. Noe
Lewis G. Noe, Vice President

/s/ Dan L. Denison
Dan L. Denison, Asst. Secretary

Subscribed and sworn to before me this 9th day of February, 1987.

[ILLEGIBLE]
Commission Expires:

[ILLEGIBLE]
[ILLEGIBLE]



CT

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION OF
FRC ENGINEERING, INC.

UNDER SECTION 805 OF THE
BUSINESS CORPORATION LAW

THOMAS L. FEAZELL, COUNSEL
ASHLAND OIL, INC.
P.O. BOX 391
ASHLAND, KY 41114

470937

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED MAR 17 1987
AMT. OF CHECK $ 174
FILING FEE $ 60
COPY 104
SPEC. HANDLE $ 10
BY: md

FILED MAR 17 1987

BILLED

---

*STATE OF NEW YORK*

*DEPARTMENT OF STATE*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

[ILLEGIBLE]

CERTIFICATE OF CHANGE

OF

FREDERIC R. HARRIS, INC.

(Under Section 805-A of the Business Corporation Law)

---

FIRST: The name of the corporation (the "corporation") is

FREDERIC R. HARRIS, INC. The name under which the corporation is formed is FREDERIC R. HARRIS, INC.

SECOND: The certificate of incorporation of the corporation was filed by the Department of State on May 3, 1930.

THIRD: The certificate of incorporation of the corporation is hereby changed so as to change the post office address to which the Secretary of State of the State of New York shall mail a copy of any process against the corporation served upon him; and, to accomplish said change, the statement in the certificate of incorporation relating to said post office address is hereby stricken and the following statement is substituted in lieu thereof:

"The post office address within the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the corporation served upon him is c/o The Prentice-Hall Corporation System, Inc., 1 Gulf+Western Plaza, New York, New York 10023-7773."

FOURTH: A notice of the proposed change was mailed by the undersigned to the corporation not less than 30 days prior to the date of the delivery of this certificate to the Department of State and the corporation has not objected thereto. The person singing this certificate is the agent of the corporation to whose address the Secretary of State of the State of New York is required to mail copies of process.

IN WITNESS WHEREOF, we have subscribed this document on the date hereinafter set forth and do hereby affirm, under the penalties of perjury, that the statements contained therein have been examined by us and are true and correct.

Dated: November 10, 1986

THE PRENTICE-HALL CORPORATION SYSTEM, INC.

By /s/ Stephen W. Craig
Stephen W. Craig, Vice-President

/s/ Grant M. Dawson
Grant M. Dawson, Secretary

P H

FROM
STATE OF NEW YORK
Department of State
ALBANY, N.Y. 12231-0001

RETURN POSTAGE GUARANTEED

P H

TO

CERTIFICATE OF CHANGE

OF

FREDERIC R. HARRIS, INC.

(Under Section 805-A of the Business Corporation Law)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JUN 9 1987

AMT. OF CHECK $ 20
FILING FEE $ 20
TAX $
COUNTY FEE $
COPY $
CERT. $
REFUND $
SPEC HANDLE $
BY:

BILLED

Ms. Theresa Festa
136 Madison Avenue
New York, New York 10016

ASSMD - 3/17/87
ORIG - FREDERIC R. HARRIS INC
5/3/30
NYCO
3782-46
L-B470937-4
S/S: Prentice Hall Corporation System
521 5th Ave
NY NY 10175
961738 NRA

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION
OF
FREDERIC R. HARRIS, INC.

(Pursuant to Section 805 of the New York Business Corporation Law)

FIRST: The name of the corporation is Frederic R. Harris, Inc. The name under which the corporation was formed was Frederic R. Harris Inc.

SECOND: The Certificate of Incorporation of said Corporation was filed by the Department of State on May 3, 1930.

THIRD: The amendment of the Certificate of Incorporation effected by this Certificate of Amendment is to change the presently authorized 100 shares at no par value all of which are issued 100 shares of the par value of (1) dollars each all of which are issued, at a rate 1 to1.

FOURTH: To accomplish the foregoing amendment, Article Three of the Certificate of Incorporation relating to share value is hereby stricken and the following Article substituted in lieu thereof:

"Third: The aggregate number of shares which the Corporation shall be authorized to issue is One Hundred (100) each of which shall have a par value of one (1) dollar."

FIFTH: The manner in which the foregoing amendment of the Certificate of Incorporation was authorized was by unanimous written consent of the Board of Directors of the Corporation followed by written consent of the holder of all of the outstanding shares of the corporation.



---

IN WITNESS WHEREOF, this certificate has been executed this 18 day of August 1987 and we affirm the statements contained herein as true under penalties of perjury.

FREDERIC R. HARRIS, INC.

By /s/ Paul Schwartz
Paul Schwartz, Vice president

By /s/ Kent Sloan
Kent Sloan, Secretary

State of Oklahoma

Country of Tulsa

Paul Schwartz and Kent Sloan, being duly sworn, each deposes and says that they are the vice President and Secretary, respectively, of Frederic R. Harris, Inc., the corporation which signed the foregoing certificate of Amendment in their capacities as Vice President and Secretary; that they signed said certificate and know the contents thereof; and that the statements contained therein are true of their own knowledge.

/s/ Paul Schwartz
Paul Schwartz, Vice president

/s/ Kent Sloan
Kent Sloan, Secretary

Subscribed and sworn to before me this 18th day of August, 1987.

[ILLEGIBLE]

NOTARY PUBLIC

My commission expires: September 6, 1987

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED SEP 10 1987
AMT. OF CHECK $ 135
FILING FEE $ 60
TAX $
COUNTY FEE $
COPY $ 105
CERT $
REFUND $
SPEC HANDLE $ 10
BY:

CT 30

FILED Sep 10 1987

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION
OF
FREDERIC R. HARRIS, INC.

(Pursuant to Section 805 of the New York Business Corporatin Law)

COUNSEL:

Kent Sloan, General Counsel and Secretary
Frederic R. Harris, Inc.
300 East 42nd Street
New York, New York 10017

Frederic R. Harris
3782-44
orig 5/13/30
a/d 3/17/87
019398

Sep 9 12 PM '87

BILLED

---

*STATE OF NEW YORK*

*DEPARTMENT OF STATE*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

CT | CERTIFICATE OF CHANGE<br>OF<br>FREDERIC R. HARRIS, INC. | CT
[ILLEGIBLE] | | [ILLEGIBLE]

UNDER SECTION 805-A OF THE BUSINESS CORPORATION LAW

WE, THE UNDERSIGNED, Dan L. Denison and Linda H. Wish being respectively the Vice President and Assistant Secretary of Frederic R. Harris, Inc. hereby certify:

1. The name of the corporation is Frederic R. Harris, Inc. It was incorporated under the name of Frederic R. Harris, Inc.

2. The Certificate of Incorporation of said corporation was filed by the office of the Secretary on May 3, 1930.

3. The following was authorized by the Board of Directors:

To change the post office address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him from 1 Gulf & Western Plaza, c/o The Prentice-Hall Corporation System, Inc., New York, New York 10023-7773 to c/o C T Corporation System, 1633 Broadway, New York, NY 10019.

To change the registered agent in New York upon whom all process against the corporation may be served from The Prentice-Hall Corporation System, Inc. located at l Gulf & Western Plaza, New York, New York 10023-7773 to C T Corporation System at 1633 Broadway, New York, NY 10019.

IN WITNESS WHEREOF, we have signed this certificate on the day of SEP 3 1987, and we affirm the statements contained therein as true under penalties of perjury.

/s/ Dan L. Denison
Dan L. Denison, Vice President

/s/ Linda H. Wish
Linda H. Wish, Assistant Secretary

CT

CERTIFICATE OF CHANGE

OF

FREDERIC R. HARRIS, INC.

UNDER SECTION 805-A OF THE BUSINESS CORPORATION LAW

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED SEP 18 1987

AMT. OF CHECK $

FILING FEE $

TAX $

COUNTY FEE $

COPY $

CERT $

REFUND $

SPEC HANDLE $

BY:

COUNSEL: Thomas L. [illegible], V.P. Law & Gen. Cal.
Ashland [illegible]
1000 [illegible]
Russell, [illegible]

BILLED

---

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina

Executive Deputy Secretary of State

Rev. 06/13

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921231000 546

PH | PH

**CERTIFICATE OF MERGER**
**OF**
**ATC ENGINEERING CONSULTANTS, INC.**
**INTO**
**FREDERIC R. HARRIS, INC.**

**UNDER SECTION 905 OF THE**
**NEW YORK BUSINESS CORPORATION LAW**

Pursuant to Section 905 of the Business Corporation Law of the State of New York, the undersigned does hereby certify that:

1. The name of the subsidiary corporation (hereinafter referred to as "Subsidiary Corporation") to be merged is ATC Engineering Consultants, Inc. (incorporated under the name WEH California Corporation).

   The name of the surviving corporation (hereinafter referred to as the "Surviving Corporation") is Frederic R. Harris, Inc.

2. The designation and number of outstanding shares of each class of the Subsidiary Corporation is: Common, 100 shares. The number of such shares owned by the Surviving Corporation is100 shares.

3. The effective date of the merger is January 1, 1993

4. The Subsidiary Corporation's certification incorporation was filed on March 24, 19470 in the state of Delaware, and an application for authority to do business in New York State was filed on April 6, 1970. The Surviving Corporation's certificate of Incorporation was filed on May 3, 1930 in the State of New York.

5. The plan of merger was adopted by the Board of Directors of the Surviving Corporation.

IN WITNESS WHEREOF, Frederic R. Harris, Inc the Surviving Corporation, does hereby cause this certificate of merger to be executed by the President and its Secretary this 24th day of December, 1992.

Dated: December 24, 1992

FREDERIC R. HARRIS, INC.

By: /s/ Anthony G. Posch
Anthony G. Posch, President

By: /s/ Elise R. Greenspan
Elise R. Greenspan, Secretary



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State of New York )
):SS.
County of New York )

Anthony G. Posch and Elise R. Greenspan, being duly sworn, each deposes and says that they are the President and Secretary, respectively, of Frederic R. Harris, Inc., the Corporation which signed the foregoing Certificate of Merger in their capacities as President and Secretary; that they signed said certificate in the corporate name; that they have read the said certificate and know the contents thereof; and that statements contained therein are true of their knowledge.

/s/ Anthony G. Posch
Anthony G. Posch, President

/s/ Elise R. Greenspan
Elise R. Greenspan, Secretary

Subscribed and sworn to before me this 24th day of December, 1992

/s/ [ILLEGIBLE]

Notary Public

JOAN S. JUDGE
NOTARY PUBLIC State of New York
No. 31-4897387
Qualified in New York County
Commission Expires March 30, 1993

2

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9212310005

CERTIFICATE OF MERGER

OF

ATC ENGINEERING CONSULTANTS, INC.
INTO
FREDERIC R. HARRIS, INC.

Under Section 905 of the
New York Business Corporation Law

RECEIVED Dec 31 4 11 PM '92

Dec 31 12 15 PM '92

Dec 23 12 05 PM '92

eff 1-1-93

FREDERIC R. HARRIS, INC.
300 EAST 42ND STREET
NEW YORK, NY 10017

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED DEC 31 1992
TAX $
BY:

BILLED

Dec 31 3 33 PM '92

3

921231000

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*STATE OF NEW YORK*

*DEPARTMENT OF STATE*

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of

Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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**990915001 369**

**CERTIFICATE OF CHANGE**
**OF**

**FREDERIC R. HARRIS, INC.**

**Under Section 805-A of the Business Corporation Law**

1. The name of the corporation is FREDERIC R. HARRIS, INC.

   If applicable, the original name under which it was formed is FREDERIC R. HARRIS INC.

2. The Certificate of Incorporation of said corporation was filed by the Department of State on 5/3/30.

3. The address of C T Corporation System as the registered agent of said corporation is hereby changed from CT CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10019 to 111 Eighth Avenue, New York, New York 10011.

4. The address to which the Secretary of State shall mail a copy of process in any action or proceeding against the corporation which may be served on him is hereby changed from c/o CT CORPORATION SYSTEM, 1633 BROADWAY, NEW YORK, NY 10017 to c/o C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

5. Notice of the above changes was mailed to the corporation by C T Corporation System not less than 30 days prior to the date of delivery to the Department of State and such corporation has not objected thereto.

6. C T Corporation System is both the agent of such corporation to whose address the Secretary of State is required to mail copies of process and the registered agent of such corporation.

IN WITNESS WHEREOF, I have signed this certificate on September 1, 1999 and affirm the statements contained herein as true under penalties of perjury.

C T CORPORATION SYSTEM

By: /s/ Kenneth J. Uva
Kenneth J. Uva
Vice President

NY Domestic Corporation — agent/process address



---

**990915001** 369

**E9 - DRAWDOWN**

**CERTIFICATE OF CHANGE**
**OF**

**FREDERIC R. HARRIS, INC.**

**Under Section 805-A of the Business Corporation Law**

Filed by: C T CORPORATION SYSTEM
111 Eighth Avenue
New York, New York 10011

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED SEP 15 1999

TAX $

BY: /s/ [ILLEGIBLE]
[ILLEGIBLE]

**990915001** 391

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

F01100100024

**CERTIFICATE OF AMENDMENT OF**
**CERTIFICATE OF INCORPORATION**

CT-07

**OF**

**FREDERIC R. HARRIS, INC.**

(Pursuant to Section 805 of the Business Corporation Law)

**FIRST**: The name of the corporation is:

"FREDERIC R. HARRIS, INC."

**SECOND**: The Certificate of Incorporation was filed in the office of the Department of State in Albany, New York on May 3, 1930 under the name "FREDERIC R. HARRIS INC." The name of the corporation was changed to FREDERIC R. HARRIS ENGINEERING CORPORATION by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on September 13, 1943, was further changed of FREDERIC R. HARRIS INC. by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on May 4, 1949, was further changed to PRC HARRIS, INC. by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on June 29, 1979, was further changed to PRC ENGINEERING, INC. FREDERIC R. HARRIS, INC. by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on July 7, 1981, was further changed to FREDERIC R. HARRIS, INC. by Certificate of Amendment of Certificate of Incorporation filed in the office of the Department of State in Albany, New York on March 17, 1987.

**THIRD**: The amendment of the Certificate of Incorporation effected by this Certificate of Amendment is to change the name of the corporation to: DMJM+HARRIS, Inc.

**FOURTH**: To accomplish the foregoing amendment, Article FIRST of the Certificate of Incorporation relating to the name of the corporation is hereby stricken and the following Article is substituted in lieu thereof:

**FIRST**: The name of the corporation is:
"DMJM+HARRIS, Inc."



**FIFTH**: The manner in which the foregoing amendment of the Certificate of Incorporation was authorized was by Unanimous Action of the Board of Directors of the Corporation followed by Written Consent of the holder of all of the outstanding shares of the Corporation.

IN WITNESS WHEREOF, this certificate has been executed this [ILLEGIBLE] 2001

**FREDERIC R. HARRIS, INC.**

/s/ John M. Dionisio
John M. Dionisio
President and CEO

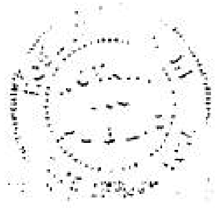
/s/ Elise R. Greenspan
Elise R. Greenspan
Secretary

NEW YORK )
)ss:
NEW YORK )

Subscribed and sworn to before me
this 26th day of September 2001

/s/ [ILLEGIBLE]
Notary Public

[ILLEGIBLE]
Notary Public, State of New York
No. [ILLEGIBLE]
[ILLEGIBLE] Country
Commission Expires November [ILLEGIBLE]





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**CT-07**

F011001000211

CERTIFICATE OF AMENDMENT

OF

FREDERIC R. HARRIS, INC.

UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

ROBERT K. ORLIN
FREDERIC R. HARRIS INC.
605 THIRD AVE
NEW YORK, NY 10158

FILED

OCT 1 10 51 AH 01

12CC
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 01 2001
TAX $ [ILLEGIBLE]
BY: /s/ [ILLEGIBLE]
[ILLEGIBLE]

RECEIVED

[ILLEGIBLE]



---

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

---

**CT-07** **081103000356**

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION

OF

DMJM+HARRIS, INC.

(Pursuant to Section 805 of the Business Corporation Law)

**FIRST:** The name of the corporation is:

"DMJM+HARRIS, INC."

**SECOND:** The Certificate of Incorporation was filed in the office of the Department of State in Albany, New York on May 3, 1930 under the name "FREDERIC R. HARRIS INC."

**THIRD:** The amendment of the Certificate of Incorporation effected by this Certificate of Amendment is to change the name of the corporation to: AECOM USA, INC.

**FOURTH:** To accomplish the foregoing amendment, Article FIRST of the Certificate of Incorporation relating to the name of the corporation is hereby stricken and the following Article is substituted in lieu thereof:

**FIRST:** The name of the corporation is:

"AECOM USA, INC."

---

**FIFTH:** The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

IN WITNESS WHEREOF, this certificate has been executed this 20th day of October, 2008

**DMJM+HARRIS, INC.**

/s/ Ira A. Levy
Ira A. Levy
President

/s/ Elise R. Greenspan
Elise R. Greenspan
Secretary

NEW YORK )
)ss:
NEW YORK )

Ira A. Levy and Elise R. Greenspan, being duty sworn, each doposes and says that they are the President and Secretary, respectively of DMJM+HARRIS, Inc., the corporation which signed the foregoing Certificate of Amendment in their capacities as President and Secretary; that they signed said Certificate in the corporate name; that they have read the said Certificate and know the contents thereof; and that the statements contained therein are true of their own knowledge.

/s/ Ira A. Levy
Ira A. Levy
President

/s/ Elise R. Greenspan
Elise R. Greenspan
Secretary

Subscribed and sworn to before me
this 20th day of October, 2008

/s/ Robert K. Orlin
Notary

ROBERT K. ORLIN

Notary Public, State of New York
No. 020R5087994
Qualified In Suffolk County
Commissions Expires November 10, 2009

---

**CT-07** **081103000356**

Certificate of Amendment of the Certificate of Incorporation

OF

DMJM+Harris, Inc.

UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

ILLEGIBLE
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED NOV 03 2008
TAX $ 10
BY: WCO
New York

Filed by:
Robert Orlin
605 Third Avenue
New York, NY 10158
CUST Ref 70066476CA

N/Y102-03/21/07 C T System Online

DRAWDOWN

FILED
2008 OCT 3 [ILLEGIBLE]

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2008 NOV-3 AM 11.50

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***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

---

**090225000614**

**CT-07**

CERTIFICATE OF MERGER

OF

TCB GROUP HOLDING COMPANY, a Delaware corporation

INTO

AECOM USA, INC., a New York corporation

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

1. (a) The name of each constituent corporation is as follows: TCB GROUP HOLDING COMPANY, a Delaware corporation
AECOM USA, INC., a New York corporation (formerly FREDERIC R. HARRIS INC.)

(b) The name of surviving corporation is AECOM USA, INC.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

| Name of Corporation | Designation and number of shares in each class or series outstanding | Class or series of shares entitled to vote | Class or series entitled to vote as a class |
|---|---|---|---|
| TCB GROUP, HOLDING COMPANY | 1,000 Common Shares | Common Shares | N/A |
| AECOM USA, INC. | 100 Common Shares | Common Shares | N/A |

3. No changes will be made to the certificate of incorporation of the surviving corporation.

---

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

| NAME OF CORPORATION | DATE OF INCORPORATION |
|---|---|
| TCB GROUP HOLDING COMPANY (Delaware) | February 26, 1996 |

An application for authority to do business in New York for TCB Group Holding Company has not been filed with New York Department of State.

| | |
|---|---|
| AECOM USA, INC. | May 3, 1930 |

5. The merger was authorized by each constituent corporation in the following manner:

TCB Group Holding Company has complied with the applicable provisions of the laws of the State of Delaware in which it is incorporated and this merger is permitted by such laws.

Approved unanimously by the board of directors and the sole shareholder of each corporation.

[remainder of page intentionally left blank]

---

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Certificate of Merger to be executed by its duly authorized officers as of February 23, 2009.

TCB GROUP HOLDING COMPANY,
a Delaware corporation

By: /s/ James F. Thompson
Name: James F. Thompson
Title: Chairman and President

AECOM USA, INC., a New York corporation

By: /s/ Richard Wolsfeld
Name: Richard Wolsfeld
Title: Executive Vice President

---

**090225000614**

**CT-07**

FILED

2009 FEB 25 PM 1:58

Certificate of Merger

OF

TCB Group Holding Company, a Delaware corporation

INTO

AECOM USA, Inc., New York Corporation

Under Section 904 of the Business Corporation Law

---

[ILLEGIBLE]
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 25 2009

TAX $

BY: /s/ [ILLEGIBLE]

[ILLEGIBLE]

Filed by: Preston Hopson
AECOM Technology Corporation
515 S. Flower Street, 37th Floor
Los Angeles, CA 90071

RECEIVED

2009 FEB 25 PM 1:02

Cust Ref: 74929383LT
DRAWDOWN
090225000691

NY102 - 03/21/07 CT System Online

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***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

---

**CT-07** **090225000622**

CERTIFICATE OF MERGER

OF

STS ACQUISITION CO., a Delaware corporation

INTO

AECOM USA, INC., a New York corporation

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

1. (a) The name of each constituent corporation is as follows:
   STS ACQUISITION CO., a Delaware corporation
   AECOM USA, INC., a New York corporation (formerly FREDERIC R. HARRIS INC.)

(b) The name of the surviving corporation is AECOM USA, INC.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

| Name of Corporation | Designation and number of shares in each class or series outstanding | Class or series of shares entitled to vote | Class or series entitled to vote as a class |
|---|---|---|---|
| STS ACQUISITION CO. | 1,000 Common Shares | Common Shares | N/A |
| AECOM USA, INC. | 100 Common Shares | Common Shares | N/A |

3. No changes will be made to the certificate of incorporation of the surviving corporation.

---

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

| NAME OF CORPORATION | DATE OF INCORPORATION |
|---|---|
| STS ACQUISITION CO. (Delaware) | December 23, 1994<br>(New York: September 2, 1997) |
| AECOM USA, INC. | May 3, 1930 |

5. The merger was authorized by each constituent corporation in the following manner:

STS Acquisition Co. has complied with the applicable provisions of the laws of the State of Delaware in which it is incorporated and this merger is permitted by such laws.

Approved unanimously by the board of directors and the sole shareholder of each corporation.

[remainder of page intentionally left blank]

---

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Certificate of Merger to be executed by its duly authorized officers as of February 23, 2009.

STS ACQUISITION CO.,
a Delaware corporation

By: /s/ Thomas W. Wolf
Name: Thomas W. Wolf
Title: President

AECOM USA, INC., a New York corporation

By: /s/ Richard Wolsfeld
Name: Richard Wolsfeld
Title: Executive Vice President

---

**CT-07** **090225000622**

FILED
2009 FEB 25 PM 1:58

Certificate of Merger

OF

STS Acquisition Co., a Delaware corporation

INTO

AECOM USA, Inc., New York Corporation

Under Section 904 of the Business Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 25 2009
TAX $ -
BY: [ILLEGIBLE]
[ILLEGIBLE]

Filed by:

Preston Hopson
AECOM Technology Corporation
515 S. Flower Street, 37th Floor
Los Angeles, CA 90071

Cust Ref: 7492938LT
DRAWDOWN

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RECEIVED
2009 FEB 25 PM 1:22

**090225000700**

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***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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**CT-07** **090225000632**

CERTIFICATE OF MERGER

OF

METCALF & EDDY, INC., a Delaware corporation

INTO

AECOM USA, INC., a New York corporation

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

1. (a) The name of each constituent corporation is as follows:
   METCALF & EDDY, INC., a Delaware corporation
   AECOM USA, INC., a New York corporation (formerly FREDERIC R. HARRIS INC.)

   (b) The name of the surviving corporation is AECOM USA, INC.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

| **Name of Corporation** | **Designation and number of shares in each class or series outstanding** | **Class or series of shares entitled to vote** | **Class or series entitled to vote as a class** |
|---|---|---|---|
| METCALF & EDDY, INC. | 10,000 Common Shares | Common Shares | N/A |
| AECOM USA, INC. | 100 Common Shares | Common Shares | N/A |

3. No changes will be made to the certificate of incorporation of the surviving corporation.

---

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

| NAME OF CORPORATION | DATE OF INCORPORATION |
|---|---|
| METCALF & EDDY, INC. (Delaware) | November 1, 1971<br>(New York: January 11, 1996) |
| AECOM USA, INC. | May 3, 1930 |

5. The merger was authorized by each constituent corporation in the following manner:

Metcalf & Eddy, Inc. has complied with the applicable provisions of the laws of the State of Delaware in which it is incorporated and this merger is permitted by such laws.

Approved unanimously by the board of directors and the sole shareholder of each corporation.

[remainder of page intentionally left blank]

---

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Certificate of Merger to be executed by its duly authorized officers as of February 23, 2009.

METCALF & EDDY, INC.,
a Delaware corporation

By: /s/ Steven Guttenplan
Name: Steven Guttenplan
Title: President

AECOM USA, INC., a New York corporation

By: /s/ Richard Wolsfeld
Name: Richard Wolsfeld
Title: Executive Vice President

---

CT-07 090225000632

FILED
2009 FEB 25 PM 1:58

Certificate of Merger

OF

Metcalf & Eddy, Inc., a Delaware corporation

INTO

AECOM USA, Inc., a New York Corporation

Under Section 904 of the Business Corporation Law

[ILLEGIBLE]
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 25 2009
TAX $ [ILLEGIBLE]
BY: /s/ [ILLEGIBLE]
[ILLEGIBLE]

Filed by:

Preston Hopson
AECOM Technology Corporation
515 S. Flower Street, 37th Floor
Los Angeles, CA 90071

RECEIVED
2009 FEB 25 PM 1:22

Cust Ref: 7492939LT
DRAWDOWN

090225000713

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***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CT-07 090225000643

CERTIFICATE OF MERGER

OF

BOYLE ENGINEERING CORPORATION, a California corporation

INTO

AECOM USA, INC., a New York corporation

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

1. (a) The name of each constituent corporation is as follows:
   BOYLE ENGINEERING CORPORATION, a California corporation
   AECOM USA, INC., a New York corporation (formerly FREDERIC R. HARRIS INC.)

   (b) The name of the surviving corporation is AECOM USA, INC.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

| Name of Corporation | Designation and number of shares in each class or series outstanding | Class or series of shares entitled to vote | Class or series entitled to vote as a class |
|---|---|---|---|
| BOYLE ENGINEERING CORPORATION | 1 Common Share | Common Shares | N/A |
| AECOM USA, INC. | 100 Common Shares | Common Shares | N/A |

3. No changes will be made to the certificate of incorporation of the surviving corporation.

---

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

| NAME OF CORPORATION | DATE OF INCORPORATION |
|---|---|
| BOYLE ENGINEERING CORPORATION (California) | September 29, 1952 |

An application for authority for Boyle Engineering Corporation has not been filed with Department of State

5. The merger was authorized by each constituent corporation in the following manner:

Boyle Engineering Corporation has complied with the applicable provisions of the laws of the State of Delaware in which it is incorporated and this merger is permitted by such laws.

Approved unanimously by the board of directors and the sole shareholder of each corporation.

[remainder of page intentionally left blank]

---

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Certificate of Merger to be executed by its duly authorized officers as of February 23, 2009.

BOYLE ENGINEERING CORPORATION,
a California corporation

By: /s/ Philip V. Petrocelli
Name: Philip V. Petrocelli
Title: President and CEO

AECOM USA, INC., a New York corporation

By: /s/ Richard Wolsfeld
Name: Richard Wolsfeld
Title: Executive Vice President

---

CT-07 090225000643

FILED
2009 FEB 25 PM 1:57

Certificate of Merger

OF

Boyle Engineering Corporation, a California corporation

INTO

AECOM USA, Inc., a New York Corporation

Under Section 904 of the Business Corporation Law

[ILLEGIBLE]
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 25 2009
TAX $ [ILLEGIBLE]
BY: /s/ [ILLEGIBLE]
[ILLEGIBLE]

Filed by:

Preston Hopson
AECOM Technology Corporation
515 S. Flower Street, 37th Floor
Los Angeles, CA 90071

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Cust Ref: 7492938LT
DRAWDOWN

090225000724

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CT-07 090226000873

CERTIFICATE OF MERGER

OF

CONSOER, TOWNSEND ENVIRODYNE ENGINEERS, INC., a California corporation

INTO

AECOM USA, INC., a New York corporation

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

1. (a) The name of each constituent corporation is as follows:
   CONSOER, TOWNSEND ENVIRODYNE ENGINEERS, INC., a Delaware corporation
   AECOM USA, INC., a New York corporation (formerly FREDERIC R. HARRIS INC.)

   (b) The name of the surviving corporation is AECOM USA, INC.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

| Name of Corporation | Designation and number of shares in each class or series outstanding | Class or series of shares entitled to vote | Class or series entitled to vote as a class |
|---|---|---|---|
| CONSOER, TOWNSEND ENVIRODYNE ENGINEERS, INC. | 1,000 Common Shares | Common Shares | N/A |
| AECOM USA, INC. | 100 Common Shares | Common Shares | N/A |

3. No changes will be made to the certificate of incorporation of the surviving corporation.

---

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

| NAME OF CORPORATION | DATE OF INCORPORATION |
|---|---|
| CONSOER, TOWNSEND ENVIRODYNE ENGINEERS, INC. (Delaware) | October 7, 1993 |

An application for authority for Consoer, Townsend Envirodyne Engineers, Inc. has not been filed with Department of State.

| | |
|---|---|
| AECOM USA, INC. | May 3, 1930 |

5. The merger was authorized by each constituent corporation in the following manner:

Consoer, Townsend Envirodyne Engineers, Inc. has complied with the applicable provisions of the laws of the State of Delaware in which it is incorporated and this merger is permitted by such laws.

Approved unanimously by the board of directors and the sole shareholder of each corporation.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Certificate of Merger to be executed by its duly authorized officers as of February 23, 2009.

CONSOER, TOWNSEND ENVIRODYNE ENGINEERS, INC.,
a Delaware corporation

By: /s/ Richard Wolsfeld
Name: Richard Wolsfeld
Title: President

AECOM USA, INC., a New York corporation

By: /s/ Richard Wolsfeld
Name: Richard Wolsfeld
Title: Executive Vice President

---

CT-07 090226000873

FILED
2009 FEB 26 PM 1:32

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Certificate of Merger

OF

Consoer, Townsend Envirodyne Engineers, Inc.

INTO

AECOM USA, Inc., a New York Corporation

Under Section 904 of the Business Corporation Law

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[ILLEGIBLE]
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 26 2009
TAX $ [ILLEGIBLE]
BY: /s/ [ILLEGIBLE]
[ILLEGIBLE]

Filed by:

Preston Hopson
AECOM Technology Corporation
515 S. Flower Street, 37th Floor
Los Angeles, CA 90071

RECEIVED
2009 FEB 26 AM 11:59

Cust Ref: 7493927LT
DRAWDOWN

090226000626

---

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on May 4, 2015.

/s/ Anthony Giardina
Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

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CT-07 090227000608

CERTIFICATE OF MERGER

OF

AECOM AVIATION GROUP, INC., a Delaware corporation

INTO

AECOM USA, INC., a New York corporation

UNDER SECTION 904 OF THE BUSINESS CORPORATION LAW

1. (a) The name of each constituent corporation is as follows:
   AECOM AVIATION GROUP, INC., a Delaware corporation
   AECOM USA, INC., a New York corporation (formerly FREDERIC R. HARRIS INC.)

   (b) The name of the surviving corporation is AECOM USA, INC.

2. As each constituent corporation, the designation and number of outstanding shares of each class and series and the voting rights thereof as follows:

| Name of Corporation | Designation and number of shares in each class or series outstanding | Class or series of shares entitled to vote | Class or series entitled to vote as a class |
|---|---|---|---|
| AECOM AVIATION GROUP, INC. | 1,000 Common Shares | Common Shares | N/A |
| AECOM USA, INC. | 100 Common Shares | Common Shares | N/A |

3. No changes will be made to the certificate of incorporation of the surviving corporation.

4. The date when the certificate of incorporation of each constituent corporation was filed by the Department of State is as follows:

---

| NAME OF CORPORATION | DATE OF INCORPORATION |
|---|---|
| AECOM AVIATION GROUP, INC. (Delaware) | March 17, 1999 |

An application for authority for AECOM Aviation Group, Inc. has not been filed with Department of State.

| | |
|---|---|
| AECOM USA, INC. | May 3, 1930 |

5. The merger was authorized by each constituent corporation in the following manner:

Approved unanimously by the board of directors and the sole shareholder of each corporation.

[remainder of page intentionally left blank]

---

**IN WITNESS WHEREOF,** each of the parties hereto has caused this Certificate of Merger to be executed by its duly authorized officers as of February 23, 2009.

AECOM AVIATION GROUP, INC.,
a Delaware corporation

By: /s/ John O'Connor
Name: John O'Connor
Title: Executive Vice President

AECOM USA, INC., a New York corporation

By: /s/ Frederick Werner
Name: Frederick Werner
Title: CEO

---

CT-07 090227000608

FILED
2009 FEB 27 PM 2:17

---

Certificate of Merger
(Title of Document)

OF

AECOM Aviation Group, Inc.
into
AECOM USA, Inc.
(Entity Name)

Under Section **904** of the Business Corporation Law
(Law under which filing made)

---

[ILLEGIBLE]

I-C-C
STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 27 2009
TAX $ [ILLEGIBLE]
BY: /s/ [ILLEGIBLE]
[ILLEGIBLE]

Filed by: 090227000673

Preston Hopson
*(Name)*

515 S. Flower Street, 37th Floor
*(Mailing address)*

[ILLEGIBLE]
*(City, State and ZIP code)*

RECEIVED
2009 FEB 26 PM 12:25

Ref: 7493928LT
DRAWDOWN

RECEIVED
2009 FEB 27 [ILLEGIBLE]

---

***STATE OF NEW YORK***

***DEPARTMENT OF STATE***

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on May 4, 2015.

/s/ Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

Rev. 06/13

---

**Biennial Statement**
NYS Department of State
Division of Corporations, State Records &
Uniform Commercial Code
www.dos.ny.gov

**BUSINESS NAME:** **AECOM USA, INC.**

**FILING PERIOD:** **05/2014**

**Part 1 - Chief Executive Officer's Name and Business Address**

**Name**
**FREDERICK W. WERNER**

**Address Line 1**
**515 S. FLOWER STREET**

**Address Line 2**

| City | State | Zip Code |
|---|---|---|
| LOS ANGELES | CA | 90071 |

**Part 2 - Street Address of Principal Executive Office (A Post Office Box cannot be used)**

**Corporation Name**
**AECOM USA, INC.**

**Address Line 1**
**605 THIRD AVENUE**

**Address Line 2**

| City | State | Zip Code |
|---|---|---|
| NEW YORK | NY | 10158 |

**Part 3 - Service of Process Address (Address must be within the United States or its territories)**

**Name**
**CT CORPORATION SYSTEM**

**Address Line 1**
**111 8TH AVE**

**Address Line 2**

| City | State | Zip Code |
|---|---|---|
| NEW YORK | NY | 10011 |

**Signer Information**

I affirm that the statements contained herein are true to the best of my knowledge, that I am authorized to sign this Biennial Statement and that my signature typed below constitutes my electronic signature.

**Electronic Signature**
**RUSSELL KOPP**

**Capacity of Signer**
**AUTHORIZED PERSON**

**Exhibit 3.27**

RESTATED BY-LAWS
OF
PRC ENGINEERING, INC.
SEPTEMBER 15, 1983

ARTICLE I

Offices

Section 1. PRINCIPAL OFFICE. The principal office for the transaction of the business of the corporation shall be located at 300 East 42nd Street, New York, New York 10017.

The Board of Directors is hereby granted full power and authority to change said principal office from one location to another within the United States. Any such changes shall be noted on these By-Laws by the Secretary, opposite this section, or this section may be amended to state the new location.

Section 2. OTHER OFFICES. Branch or subordinate offices may be established at any time by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II

Meetings of Shareholders

Section 1. PLACE OF MEETINGS. All annual meetings of shareholders as well as all other meetings of shareholders shall be held at the principal office of the corporation or at any other place within or without the State of New York which may be designated either by the Board of Directors pursuant to authority hereinafter granted to said Board, or by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the corporation.

Section 2. ANNUAL MEETINGS. Annual meetings of shareholders shall be held on the third Tuesday of November in each year provided, however, that should said day fall upon a legal holiday, then any such annual meeting of shareholders shall be held at the same time and place on the next day thereafter ensuing which is a full business day, or shall be held at such other time as may be designated by the Board of Directors. At such meetings, directors shall be elected, and any other business may be transacted which is within the power of the shareholders.

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Section 3. SPECIAL MEETINGS. Special meetings of the shareholders may be called at any time by the Chairman of the Board, any three directors, or by one or more shareholders holding not less than one-fifth of the voting power of the corporation.

Section 4. NOTICE OF SHAREHOLDER MEETINGS. Notice of any meeting of shareholders, whether annual or special, shall be given to each shareholder entitled to vote, either personally or by mail, not less than ten nor more than fifty days before the date of the meeting. Such written notice shall state the place, time and date of the meeting and, in the case of a special meeting, shall indicate that the notice is being issued by or at the direction of the person or persons calling the meeting and, further, shall state the purpose or purposes for which the special meeting is called.

Section 5. QUORUM AND REQUIRED VOTE. The presence in person or by proxy of the persons entitled to vote a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business at said meeting. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy. When a quorum is present at any meeting, the vote of the holders of a majority of the shares present in person or by proxy, shall be the act of the shareholders for the authorization or corporate action, other than the election of directors. Directors shall be elected by a plurality of the votes of the holders of shares present in person or by proxy.

Section 6. ACTION WITHOUT MEETING. Any action which may be taken at any annual or special meeting of the shareholders may be taken without a meeting, and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding shares entitled-to vote upon such action at a meeting.

ARTICLE III

Directors

Section 1. GENERAL POWERS. The business and affairs of this corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. NUMBER OF DIRECTORS. The number of directors shall be eight.

[ILLEGIBLE]



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Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held or the directors are not elected thereat, the directors may be elected at any special meeting of shareholders held for that purpose. All directors shall hold office until their respective successors have been elected and qualified.

Section 4. VACANCIES. Vacancies in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors and each director so elected shall hold office until his successor is elected and qualified at an annual or special meeting of the shareholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased, or if the shareholders fail, at any annual or special meeting of shareholders at which any director or directors are elected, to elect the full authorized number of directors to be voted for at that meeting.

The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. Each director so elected to fill a vacancy shall hold office until his successor has been elected and qualified. If the Board of Directors accepts the resignation of a director rendered to take effect at a future time, the Board or the shareholders shall have the power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 5. REMOVAL OF DIRECTORS. Any director may be removed at any time, either with or without cause, by the affirmative vote of the majority of all shares then entitled to vote.

Section 6. PLACE OF MEETINGS. Meetings of the Board may be held at such place or places within or without New York as shall be designated from time to time in the notice of the meeting or as designated by resolution or by these By-Laws. If no such designation is made, meetings shall be held at the corporation’s principal office.

Section 7. ANNUAL MEETING. Immediately following each annual meeting of shareholders, the Board of Directors shall hold an annual meeting for the purpose of organization,



election of officers and the transaction of other business. Written notice of the place, date and time of and the business to be transacted at annual meetings shall be given in the same manner as provided for special meetings.

Section 8. REGULAR MEETINGS. Regular meetings of the Board may be held without notice if the time and place of such meetings are fixed by these By-Laws or by resolution of the Board.

Section 9. SPECIAL MEETINGS; NOTICE THEREOF. Special meetings of the Board may be called at any time by the Chairman or by any two directors. Except as otherwise provided by law, or by these By-Laws, notice of the time and place and the purpose of each such meeting shall be mailed to each director, addressed to him at his residence or usual place of business, at least ten days prior to the day on which the meeting is to be held. Notice of any meeting may be delivered in person or by telephone or telegraph not less than five days prior to the time at which the meeting is to be held. Notice of a meeting need not be given to any director who signs a waiver of notice or consents to holding the meeting or approves of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. ADJOURNMENT. A majority of directors present at any meeting, whether or not a quorum is present, may adjourn the same to another time and place. Notice of any adjournment of a meeting of the board to another time and place shall be given to the directors who were not present at the time of the adjournment, and unless such time and place are announced at the meeting, to the other directors.

Section 11. QUORUM. Except as otherwise provided in these By-Laws or by law, the presence of a majority of the entire Board of Directors at a meeting shall constitute a quorum for the transaction of business. The affirmative vote of a majority present at any meeting shall be the act of the Board.

Section 12. ACTION WITHOUT A MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting and without prior notice if a written consent thereto is signed by all members of the Board of Directors or the committee, and such consent if filed with the minutes of the proceedings of the Board of Directors or the committee.



Section 13. MEETING BY CONFERENCE TELEPHONE. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 14. EXECUTIVE COMMITTEE. The Board may, by resolution adopted by a majority of the entire Board, designate an Executive Committee to consist of three or more directors of the corporation. The Executive Committee shall have such authority as may be provided by resolution adopted by a majority of the entire Board except as may be otherwise limited by law. The Committee shall keep written minutes of each meeting. The Board shall appoint a Chairman of the Executive Committee. Meetings may be called by the Chairman of the Executive Committee.

## ARTICLE IV

### Officers

Section 1. OFFICERS. The officers of the corporation shall be a Chairman, a President, one or more Vice Presidents (their respective titles to be determined by the Board), a Secretary and a Treasurer. The corporation may also have such other officers as may be elected from time to time by the Board of Directors or as may be appointed pursuant to Section 3 of this Article. One person may hold two or more offices, except that the offices of President and Secretary shall not be held by the same person.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 3. SUBORDINATE OFFICERS, ETC. The Board of Directors or the Chairman may appoint one or more Assistant Secretaries, one or more Assistant Treasurers and such other subordinate officers as the business of the corporation may require, each of whom shall hold office for such period, have such

authority and perform such duties as are provided in these By-Laws or as the Board of Directors by resolution or the Chairman in writing may from time to time determine. If the



appointment is made by the Chairman, a copy of the letter or memorandum evidencing such appointment shall be inserted into the minute book of this corporation.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors or to the Chairman, or to the Secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular appointments to such office.

Section 6. CHAIRMAN. The Chairman shall, if present, preside at all meetings of the Board of Directors and at all meetings of the shareholders. He shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation and shall be the Chief Executive Officer of the corporation. He shall have power to execute all contracts in the name of the corporation and appoint and discharge such persons as may be permitted under Section 3 of this Article IV, and agents and employees of the company. He shall have the general powers and duties of management and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws.

[ILLEGIBLE]

Section 7. PRESIDENT. The President shall perform such duties and render such services as may from time to time be assigned to him or requested by the Board of Directors or the Chairman.

Section 8. VICE PRESIDENT. In the absence or disability of the Chairman, 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 Chairman and when so acting shall have all the powers of, and be subject to, all the restrictions upon the Chairman. 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 By-Laws.



Section 9. SECRETARY. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings of directors and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice, the notice thereof given, the names of those present or represented at shareholders meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal office or at the office of the corporation’s transfer agent, a share register, or a duplicate share register, showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

Section 10. TREASURER. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus, including earned surplus, paid-in surplus and surplus arising from a reduction of stated capital, shall be classified according to source and shown in a separate account. The books of account shall at all reasonable times be kept open to inspection by any director.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries 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, shall render to the directors and the Chairman, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

ARTICLE V

Miscellaneous

Section 1. INSPECTION OF CORPORATE RECORDS. The share register or duplicate share register, the books of account, the By-Laws and Certificate of Incorporation, and minutes of proceedings of the shareholders and directors and of the executive and other committees of the directors shall be open



to inspection upon written demand of any shareholder or any person holding, or thereunto authorized in writing by the holders of, at least five percent (5%) of any class of the outstanding shares of the stock of the corporation. Such inspection may be made in person or by an agent or attorney, and shall include the right to make extracts.

Section 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

Section 3. CONTRACTS, ETC., HOW EXECUTED. Any officer of this corporation holding the title of Vice President or higher may execute contracts on behalf of the corporation or its divisions. Any officer of any division holding the title of Vice President or higher may execute contracts on behalf of such division. Any officer of any division holding the title of Vice President or higher may execute contracts on behalf of the corporation in an amount established

by the divisional President. A divisional President may delegate signing authority to his senior staff in amounts equal to or less than the limits of authority established for himself. The Board may also authorize any agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the corporation or any of its divisions, and such authority may be general or confined to specific instances; and unless so authorized by the Board or by these By-Laws, no agent or employee shall have any power or authority to bind the corporation or any division thereof by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

Section 4. DESIGNATION OF ENGINEER IN RESPONSIBLE CHARGE. The corporation shall maintain a currently registered professional engineer in each state of the United States, as the corporation deems it necessary, who shall be designated as the engineer who will be in responsible charge of all engineering work performed by the corporation in that state. Such individual shall have full authority to make final decisions on all projects which may fall under his jurisdiction in his capacity as the engineer in responsible charge of the engineering work in that state.

Section 5. CERTIFICATES OF STOCK. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder. All such certificates shall be signed by the Chairman or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer.



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Section 6. LOST CERTIFICATES. Except as shall be hereinafter provided in this Section, no new certificate for shares shall be issued in lieu of an old one unless the latter is surrendered and cancelled at the same time. The Board of Directors may, however, in case any certificate for shares is lost, stolen, or destroyed, authorize the issuance of a new certificate in lieu thereof, upon such terms and conditions, including reasonable indemnification of the corporation, as the Board shall determine.

Section 7. INDEMNIFICATION. This corporation shall indemnify any officer or director made, or threatened to be made, a party to any action or proceeding other than one by or in the right of the corporation to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the corporation served in any capacity at the request of the corporation, by reason of the fact that he, his testator or intestate, was a director or officer of the corporation or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney’s fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, in the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. Notwithstanding the provisions herein contained, such provisions shall not be valid unless they be consistent with the laws of the State of New York governing indemnification of officers and directors as such law may be in existence from time to time.

Section 8. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the New York Business Corporation Law shall govern the construction of the By-Laws.



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ARTICLE VI

Amendments

By-Laws may be adopted, amended or repealed by the vote of shareholders entitled to exercise a majority of the voting power of the corporation, except as otherwise provided by law or by the Certificate of Incorporation. Subject to the right of shareholders to adopt, amend or repeal By-Laws, By-Laws may be adopted, amended or repealed by a majority vote of the entire Board of Directors; provided, however, that any By-Law adopted by the Board of Directors may be amended or repealed by the shareholders entitled to vote thereon.



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CERTIFICATE OF SECRETARY

PRC ENGINEERING, INC.

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of PRC Engineering, Inc., a New York corporation; and

(2) That the foregoing Restated By-Laws, comprising ten (10) pages, constitute the Restated By-Laws of said corporation as duly adopted at a special meeting of the Board of Directors of PRC Engineering, Inc. duly held on September 15, 1983, at which meeting a quorum was at all times present and acting.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 26th day of October, 1983.

/s/ Ruth M. Friedman
Ruth M. Friedman, Secretary

(Corporate Seal)

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CERTIFICATE OF SECRETARY

PRC ENGINEERING, INC.

The undersigned, Ruth M. Friedman, does hereby certify that she is now and at all times relevant hereto has been the duly elected and acting Secretary of PRC Engineering, Inc., a New York corporation, and does further certify that the following is a true and correct copy of a resolution which was adopted by the unanimous written consent of the Board of Directors of this corporation as of October 15, 1984:

RESOLVED, that effective October 16, 1984, Section 2 of Article III of the Restated By-Laws of this corporation be amended to read as follows:

"Section 2. NUMBER OF DIRECTORS. The number of directors shall be seven."

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 20th day of November, 1984.

/s/ Ruth M. Friedman
Ruth M. Friedman, Secretary

(Corporate Seal)

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CERTIFICATE OF SECRETARY

PRC ENGINEERING, INC.

The undersigned, Melinda Pado, does hereby certify that she is now, and at all times relevant hereto has been, the duly elected and acting Secretary of PRC Engineering, Inc., a New York corporation, and does further certify that the following is a true and correct copy of a resolution which was adopted by the unanimous written consent of the Shareholder of this corporation as of November 19, 1985:

RESOLVED, that Section 2 of Article III of the Restated By-Laws of this corporation be amended to read as follows:

"Section 2. NUMBER OF DIRECTORS. The number of directors shall be eight."

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 20th day of November 1985.

/s/ Melinda Pado
Melinda Pado, Secretary

(Corporate Seal)

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CERTIFICATE OF SECRETARY

PRC ENGINEERING, INC.

The undersigned, Melinda Pado, does hereby certify that she is now, and at all times relevant hereto has been, the duly elected and acting Secretary of PRC Engineering. Inc., a New York corporation, and does further certify that the following is a true and correct copy of resolutions adopted by the unanimous written consent of the Board of Directors and Shareholder of this corporation as of April 1, 1986:

RESOLVED, that Section 6 of Article IV of the Restated By-Laws of this corporation be amended to read in full as follows:

"Section 6. CHAIRMAN. The Chairman shall, if present, preside at all meetings of the Board of Directors and at all meetings of the shareholders. He shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall have power to execute all contracts in the name of the corporation and to appoint and discharge such persons as may be permitted under Section 3 of this Article IV, and to appoint and discharge agents and employees of the corporation. He shall have the general powers and duties of management and shall have such other powers and duties as may be prescribed by the Board of Directors or the By-Laws."

RESOLVED FURTHER, that Section 7 of Article IV of the Restated By-Laws of this corporation be amended to read in full as follows:

"Section 7. PRESIDENT. The President shall be the Chief Executive Officer of the corporation and shall perform such duties and render such services as may from time to time be assigned to him or requested by the Board of Directors or the Chairman.

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IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the seal of said corporation this 2nd day of April, 1986.

/s/ Melinda Pado
Melinda Pado, Secretary

(Corporate Seal)

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CERTIFICATE OF SECRETARY

PRC ENGINEERING, INC.

The undersigned, Melinda Pado, does hereby certify that she is now, and at all tines relevant hereto has been, the duly elected and acting Secretary of PRC Engineering, Inc., a New York corporation, and does further certify that the following is a true and correct copy of a resolution which was adopted by the unanimous written consent of the Shareholder of this corporation on Janaury 12, 1987.

RESOLVED, that section 2 of Article III of the Restated By-Laws of this corporation be amended to read as follows:

"Section 2. NUMBER OF DIRECTORS. The number of directors shall be four."

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 12th day of January 1987.

/s/ Melinda Pado
Melinda Pado, Secretary

(Corporate Seal)

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UNANIMOUS ACTION OF THE BOARD OF DIRECTORS

OF

FREDERIC R. HARRIS, INC.

The Undersigned, being all of the members of the Board of Directors of Frederic R. Harris, Inc. (the "Corporation"), proceeding under Section 708 of the New York Corporation Law, hereby take the following action:

(A) BANK ACCOUNTS

RESOLVED: That the President, any Corporate Vice President, any Executive Vice President or the Treasurer of the Corporation acting in conjunction with any Deputy Treasurer of the Corporation may cause one or more accounts in the name of the Corporation to be opened and maintained in one or more banks where any and all funds received and belonging to the Corporation may be deposited and from which accounts such funds may be disbursed.

(B) BANK ACCOUNTS - GENERAL PROVISIONS

FURTHER RESOLVED, that upon written recommendation of any Deputy Treasurer of the Corporation, approved and signed by the President, any Corporate Vice President, any Executive Vice President or the Treasurer of the Corporation and filed with the Treasurer, Secretary or an Assistant Secretary of the Corporation, the Corporation (i) shall classify all bank accounts as either single signature accounts or two signature accounts; (ii) shall designate and authorize certain officers, employees and agents of the Corporation to sign checks, drafts or other orders drawn on such accounts specifying as to each such person the extent of his or her authority with respect to such signing (and no check, draft or other order for payment of money out of any such accounts shall be valid unless signed in accordance with such authorizations); (iii) may authorize such signatories to sign checks by facsimile signature in lieu of manual signature, without in any other respect extending the signing authority of such signatories; and (iv) may open or enter into one or more specialized accounts or Arrangements including but not limited to, night depository facility accounts, custodian Accounts, lock box arrangements, foreign exchange contract arrangements, security cash accounts, letter of credit facilities or other arrangements required in the ordinary and usual course of the Corporation's banking activities.

FURTHER RESOLVED, that the Corporation's funds in any bank may be transferred to the credit of the Corporation in another bank (or from one account to another within the same bank) by any of the following: (i) a check payable to the transferee bank indicating the Account to which transfer is made and such check shall have printed on its face "Depository Transfer Check" and shall require no signature other than the name of the Corporation printed thereon, which shall constitute the Corporation's official signature for use in connection with the said Depository Transfer Check; (ii) a Wire Transfer of Funds upon telephone advice of an authorized signatory, to be subsequently confirmed in writing signed by any two authorized signatories; (iii) a Wire Transfer of Funds utilizing the transferor bank's on-line electronic communication system; or (iv) an Electronic Funds Transfer utilizing a system approved by any Federal Reserve Bank. A letter to any bank authorizing the use of Depository Transfer Checks. Wire Transfers of Funds or Electronic Funds Transfers, when signed jointly by the President, any Corporate Vice President, any Executive Vice President, or the Treasurer of the Corporation together with any Deputy Treasurer of the Corporation, shall constitute sufficient and continuing authority for any bank to pay such checks without signature or to transfer funds by wire or Federal Reserve Bank electronic system, as the case may be.

(C) MISCELLANEOUS

FURTHER RESOLVED, that the authority of any person to sign checks or to perform any of the actions described hereinabove on any bank account of the Corporation may be terminated at any time by the Board of Directors or by any officer of the Corporation so designated and authorized by the Board of Directors of the Corporation.

FURTHER RESOLVED, that all prior resolutions adopted by the Board of Directors of the Corporation regarding the matters addressed herein are hereby revoked in their entirety and replaced by the foregoing resolutions.

IN TESTIMONY WHEREOF, all of the Directors have hereunto set their hands effective this 12th day of June, 1987.

/s/ Lewis G. Noe

/s/ Dan L. Denison

Lewis G. Noe

Dan L. Denison

/s/ Philip W. Block
Philip W. Block

/s/ Donald E. Hodgkins
Donald E. Hodgkins

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WRITTEN CONSENT OF SHAREHOLDER
TO ACTION WITHOUT A MEETING
OF
FREDERIC R. HARRIS, INC.

Pursuant to Section 615(a) of the New York Business Corporation Law, Ashland Technology Corp., a Delaware corporation, as a sole shareholder of Frederic R. Harris, Inc., a New York Corporation, hereby adopts by written consent the following resolutions on August 1, 1989:

RESOLVED, that Section 3 of Article V of the Restated By-Laws of this Corporation be amended to read as follows:

"Section 3. CONTRACTS, LEGAL INSTRUMENTS, ETC., HOW EXECUTED. Any officer of this corporation holding the title of Vice President or higher may execute contracts or other legal instruments on behalf of the corporation or its divisions."

FURTHER RESOLVED, that Article V of the Restated By-Laws of this Corporation be amended by adding the following new Section 9:

"Section 9. POWERS-OF-ATTORNEY. The President or any officer of Frederic R. Harris, Inc., designated by the President, is authorized to execute in the name and on behalf of Frederic R. Harris, Inc. Powers of Attorney authorizing any person, whether an employee or agent, to sign and execute legal documents and contracts for and on behalf of Frederic R. Harris, Inc. or any subsidiaries.

"In those circumstances that exceed the authority delegated to the President, as set forth in Ashland Engineering & Construction Group Policy No. 1, Administrative Authority and Responsibility of Operating Unit, authorization is granted to any two Directors of Frederic R. Harris, Inc., signing jointly, to execute in the name and on behalf of Frederic R. Harris, Inc. Powers of Attorney authorizing any person, whether an employee or agent, to sign and execute legal documents and contracts for and on behalf of Frederic R. Harris, Inc. or any subsidiaries."

[ILLEGIBLE]

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IN WITNESS WHEREOF, the undersigned has hereunto signed his name as President of the Corporation owning all of the issued and outstanding stock of Frederic R. Harris, Inc. this 1st day of August 1989.

[ILLEGIBLE]

ASHLAND TECHNOLOGY CORP.

By: /s/ [ILLEGIBLE]
Chairman & Chief Executive Officer



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**WRITTEN CONSENT OF SHAREHOLDER**
**TO ACTION WITHOUT A MEETING**
**OF**
**AECOM USA, INC.**

Pursuant to Section 615(a) of the New York Business Corporation Law, AECOM Technology Corporation, a Delaware corporation, as a sole shareholder of AECOM USA, Inc., a New York Corporation, hereby adopts by written consent the following resolutions on January 5, 2009:

RESOLVED, that Section 3 of Article V of the Restated By-Laws of this Corporation be amended to read as follows:

"Section 3. CONTRACTS, LEGAL INSTRUMENTS, ETC., HOW EXECUTED. Any officer of this corporation holding the title of Senior Vice President or higher, or any other person designated by resolution of the Board of Directors, may execute contracts or other legal instruments on behalf of the corporation or its divisions."

**IN WITNESS WHEREOF**, the under signed has hereunto signed his name as President of the Corporation owning all of the issued and outstanding stock of AECOM USA, Inc. effective this 5th day of January, 2009.

**AECOM TECHNOLOGY CORPORATION**

By: /s/ John M. Dionisio
John M. Dionisio
President and Chief Executive Officer

***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 FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "EDAW, INC." AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*RESTATED CERTIFICATE, FILED THE THIRD DAY OF APRIL, A.D. 2006, AT 4:23 O'CLOCK P.M.*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

***4028835 8100X***

***AUTHENTICATION: 2340895***

***150600186***

***DATE: 05-01-15***

***You may verify this certificate online at corp. delaware.gov/authver.shtml***



***State of Delaware***
***Secretary of State***
***Division of Corporations***
***Delivered 04:21 PM 04/03/2006***
***FILED 04:23 PM 04/03/2006***
***SRV 060312719 - 4028835 FILE***

**RESTATED CERTIFICATE OF INCORPORATION**
**OF**
**EDAW, INC.**

WHEREAS, pursuant to an Agreement of Merger, dated as of December 2, 2005, by and among AECOM Technology Corporation, a Delaware corporation, EDAW, Inc., a California corporation ("EDAW California"), and AECOM Merger Sub II, Inc., a Delaware corporation ("AECOM Merger Sub"), EDAW California merged with and into AECOM Merger Sub with AECOM Merger Sub being a surviving corporation; and

WHEREAS, immediately upon the merger, pursuant to a Certificate of Merger of EDAW California with and into AECOM Merger Sub, dated as of December 2, 2005 (the "Certificate of Merger") the name of AECOM Merger Sub was immediately changed to "EDAW, Inc." ("EDAW") and the certificate of incorporation of EDAW was amended and restated in accordance with Appendix A of the Certificate of Merger on December 2, 2005 (as so amended and restated, the "Certificate"); and

WHEREAS, the Board of Directors of EDAW has duly adopted resolutions approving the restatement of the Certificate in accordance with 8 Del. C. § 245, in the form set forth herein; and

WHEREAS, this Restated Certificate only restates and integrates and does not further amend the provisions of the Certificate as heretofore amended or supplemented, and there is no discrepancy between those provisions and the provisions of the Certificate as restated herein.

NOW, THEREFORE, EDAW hereby restates the Certificate as follows:

**FIRST:** The name of the corporation is EDAW, Inc.

**SECOND:** The address of the registered office of the corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of its registered agent at that 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 all classes of stock which the corporation shall have authority to issue is one thousand (1,000) shares of Common Stock, par value $.0l per share (the "Common Stock").

**FIFTH:** The business and affairs of the corporation shall be managed by and under the direction of the Board of Directors.

**SIXTH:** To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the corporation shall not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. The liability of a director of the corporation to the corporation or its stockholders for monetary damages shall be eliminated to the fullest extent permissible under

applicable law in the event it is determined that Delaware law does not apply. The corporation is authorized to provide by bylaw, agreement or otherwise for indemnification of directors, officers, employees and agents for breach of duty to the corporation and its stockholders in excess of the indemnification otherwise permitted by applicable law. Any repeal or modification of this Article shall not result in any liability for a director with respect to any action or omission occurring prior to such repeal or modification.

**SEVENTH:** The corporation reserves the right to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute and by this Restated Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

**EIGHTH:** In addition to the other powers expressly granted by statute, the Board of Directors of the corporation shall have the power to adopt, repeal, alter or amend the bylaws of the corporation.

IN WITNESS WHEREOF, EDAW, Inc. has caused this Restated Certificate of Incorporation to be signed and attested by its duly authorized officer this 22nd day of March, 2006.

**EDAW, Inc.**

By: /s/ Brodie Stephens
Brodie Stephens
Secretary & Vice President

**Exhibit 3.37**

**BYLAWS**

**OF**

**EDAW, INC.,**

**A Delaware corporation**

**1. OFFICES**

**1.1** **Registered Office**. The registered office of this Corporation shall be in the City of Wilmington, County of New Castle, Delaware and the name of the resident agent in charge thereof is the agent named in the Certificate of Incorporation until changed by the Board of Directors (the "Board").

**1.2** **Principal Office**. The principal office for the transaction of the business of the Corporation shall be at such place as may be established by the Board. The Board is granted full power and authority to change said principal office from one location to another.

**1.3** **Other Offices**. The Corporation may also have an office or offices at such other places, either within or without the State of Delaware, as the Board may from time to time designate or the business of the Corporation may require.

**2. MEETINGS OF STOCKHOLDERS**

**2.1** **Time and Place of Meetings**. Meetings of stockholders shall be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

**2.2** **Annual Meetings**. Annual meetings of the stockholders of the Corporation for the purpose of electing directors and for the transaction of such other proper business as may come before such meetings may be held at such time, date and place as the Board shall determine by resolution.

**2.4** **Special Meetings**. Special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time by the Board, or be a committee of the Board that has been duly designated by the Board and whose powers and authority, as provided in a resolution of the Board or in the Bylaws of the Corporation, include the power to call such meetings, and shall be called by the president or secretary at the request in writing of a majority of the Board, 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 but such special meetings may not be called by any other person or persons; provided, however, that if and to the extent that any special meeting of stockholders may be called by any other person or persons specified in any provisions of the Certificate of Incorporation or any amendment thereto, or any certificate filed under Section 151(g) of the Delaware General Corporation Law (or its successor statute as in effect from time to time hereafter), then such special meeting may also be called by the person or persons in the manner, at the times and for the purposes so specified. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

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**2.4** **Stockholder Lists**. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of 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 of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting or at the place of the meeting, and the list shall also be available at the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

**2.5** **Notice of Meetings**. Notice of each meeting of stockholders, whether annual or special, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which such meeting has been called, shall be given to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. Except as otherwise expressly required by law, notice of any adjourned meeting of the stockholders need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken.

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Notice of any meeting of stockholders shall be deemed waived by any stockholder who shall attend such meeting in person or by proxy, except a stockholder who shall attend such 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.

**2.6** **Quorum and Adjournment**. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum for holding all meetings of stockholders, except as otherwise provided by applicable law or by the Certificate of Incorporation; provided, however, that the stockholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough stockholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. If it shall appear that such quorum is not present or represented at any meeting of stockholders, the Chairman of the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. 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 noticed. 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 at the meeting. The Chairman of the meeting may determine that a quorum is present based upon any reasonable evidence of the presence in person or by proxy of stockholders holding a majority of the outstanding votes, including without limitation, evidence from



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any record of stockholders who have signed a register indicating their presence at the meeting.

**2.7** **Voting**. In all matters, when a quorum is present at any meeting, the vote of the holders of a majority of the capital stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of applicable law or of the Certificate of Incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question. Such vote may be via voice or by written ballot; provided, however, that the Board may, in its discretion, require a written ballot for any vote, and further provided that all elections for directors must be by written ballot upon demand made by a stockholder at any election and before the voting begins.

Unless otherwise provided in the Certificate of Incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder.

**2.8** **Proxies**. Each stockholder entitled to vote at a meeting of stockholders may authorize in writing another person or persons to act for such holder by proxy, but no proxy shall be voted or acted upon after three years from its date, unless the person executing the proxy specifies therein the period of time for which it is to continue in force.

**2.9** **Inspectors of Election**. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The Corporation or the Chairman of the meeting shall appoint one or more alternate inspectors to replace any inspector who fails to act. Each inspector, before undertaking his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall ascertain the number of shares outstanding and the voting power of each, determine the shares represented at the meeting and the validity of the proxies and ballots, count all votes and ballots, determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspector shall perform his or her duties and shall make all determinations in accordance with the Delaware General Corporation Law including, without limitation, Section 231 of the Delaware General Corporation Law.

The date and time of the opening and closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

The appointment of inspectors of election shall be in the discretion of the Board until such time as the Corporation has a class of voting stock that is (i) listed on a national securities exchange, (ii) authorized for quotation on an interdealer quotation system of a



registered national securities association, or (iii) held of record by more than 2,000 stockholders, at which time appointment of inspectors shall be obligatory.

**2.10** **Action Without Meeting**. Any action of the stockholders may be taken without a meeting, if a majority of the stockholders consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of stockholders, provided, that, prompt notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

## 3. DIRECTORS

**3.1** **Powers**. The Board shall have the power to manage or direct the management of the property, business and affairs of the Corporation, and except as expressly limited by law, to exercise all of its corporate powers. The Board may establish procedures and rules, or may authorize the Chairman of any meeting of stockholders to establish procedures and rules, for the fair and orderly conduct of any meeting including, without limitation, registration of the stockholders attending the meeting, adoption of an agenda, establishing the order of business at the meeting, recessing and adjourning the meeting for the purposes of tabulating any votes and receiving the results thereof, the timing of the opening and closing of the polls, and the physical layout of the facilities for the meeting.

**3.2** **Number, Election and Tenure**. The Board shall consist of one or more members. The exact number shall be determined from time to time by resolution of the Board. Directors shall be elected at the annual meeting of stockholders and each director shall serve until such person's successor is elected and qualified or until such person's death, retirement, resignation or removal.

**3.3** **Vacancies and Newly Created Directorships**. Any newly created directorship resulting from an increase in the number of directors may be filled by a majority of the Board of Directors then in office, provided that a quorum is present, and any other vacancy on the Board of Directors may be filled by a majority of the directors then in office, even if less than a quorum, or by a sole remaining director.

**3.4** **Meetings**. The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

**3.5** **Annual Meeting**. The Board shall meet as soon as practicable after each annual election of directors.

**3.6** **Regular Meetings**. Regular meetings of the Board shall be held without call or notice at such time and place as shall from time to time be determined by resolution of the Board.

**3.7** **Special Meetings**. Special meetings of the Board may be called at any time, and for any purpose permitted by law, by the Chairman of the Board (or, if the Board does not appoint a Chairman of the Board, the President), or by the Secretary on the written request of any two members of the Board unless the Board consists of only one director in which case the special meeting shall be called on the written request of the sole director, which meetings shall be held at the time and place designated by the person or



persons calling the meeting. Notice of the time, place and purpose of any such meeting shall be given to the directors by the Secretary, or in case of the Secretary's absence, refusal or inability to act, by any other officer. Any such notice may be given by mail, by electronic mail, by telefacsimile, by telephone, by personal service, or by any combination thereof as to different directors. If the notice is by mail, then it shall be deposited in a United States

Post Office at least seventy-two hours before the time of the meeting; if by telefacsimile or by electronic mail, it shall be sent via telefacsimile or via electronic mail at least twenty-four hours before the time of the meeting; if by telephone or by personal service, communicated or delivered at least twenty-four hours before the time of the meeting.

**3.8** **Quorum**. At all meetings of the Board, a majority of the whole Board 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 there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law or by the Certificate of Incorporation or by these Bylaws. Any meeting of the Board may be adjourned to meet again at a stated day and hour. Even though a quorum is not present, as required in this Section, a majority of the directors present at any meeting of the Board, either regular or special, may adjourn from time to time until a quorum be had. Notice of any adjourned meeting need not be given.

**3.9** **Fees and Compensation**. Each director and each member of a committee of the Board shall receive such fees and reimbursement of expenses incurred on behalf of the Corporation or in attending meetings as the Board may from time to time determine. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

**3.10** **Meetings by Telephonic Communication**. Members of the Board or any committee thereof may participate in a regular or special meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

**3.11** **Committees**. The Board may, by resolution passed by a majority of the whole Board, designate committees, each 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. Upon the absence or disqualification of a member of a committee, if the Board has not designated one or more alternates (or if such alternate(s) are then absent or disqualified), 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 to act at the meeting in the place of any such absent or disqualified member or alternate. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board 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 that may require it; but no such committee shall have the power or authority in reference to: (a) amending



the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board as provided in Section 151(a) of the Delaware General Corporation Law fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series); (b) adopting an agreement of merger or consolidation under Section 251 or 252 of the Delaware General Corporation Law; (c) recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets; (d) recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution; or (e) amending the Bylaws of the Corporation. Unless the resolution appointing such committee 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 or to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware General Corporation Law. Each committee shall have such name as may be determined from time to time by resolution adopted by the Board. Each committee shall keep minutes of its meetings and report to the Board when required.

**3.12** **Action Without Meetings**. Unless otherwise restricted by applicable law or by the Certificate of Incorporation or by these Bylaws, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

**3.13** **Removal**. Unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board may be removed, with or without cause, by the holders of a majority of shares entitled to vote at an election of directors.

## 4. OFFICERS

**4.1** **Appointment and Salaries**. The officers of the Corporation shall be appointed by the Board and shall be a President, a Secretary and a Treasurer. The Board may also appoint a Chairman of the Board and one or more Vice Presidents and the Board or the President may appoint such other officers (including Assistant Secretaries and Financial Officers) as the Board or the President may deem necessary or desirable. The officers 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. The Board shall fix the salaries of all officers appointed by it. Unless prohibited by applicable law or by the Certificate of Incorporation or by these Bylaws, one person may be elected or appointed to serve in more than one official capacity. Any vacancy occurring in any office of the Corporation shall be filled by the Board.

**4.2** **Removal and Resignation**. Any officer may be removed, either with or without cause, by the Board or, in the case of an officer not appointed by the Board, by the President.



Any officer may resign at any time by giving notice to the Board, the President or Secretary. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective.

**4.3** **Chairman of the Board**. The Board may, at its election, appoint a Chairman of the Board. If such an officer be elected, he or she shall, if present, preside at all meetings of the stockholders and of the Board and shall have such other powers and duties as may from time to time be assigned to him or her by the Board.

**4.4** **President**. Subject to such powers, if any, as may be given by the Board to the Chairman of the Board, if there is such an officer, the President shall be the chief executive officer of the Corporation with the powers of general manager, and he or she shall have supervising authority over and may exercise general executive powers concerning all of the operations and business of the Corporation, with the authority from time to time to delegate to other

officers such executive and other powers and duties as he or she may deem advisable. If there be no Chairman of the Board, or in his or her absence, the President shall preside at all meetings of the stockholders and of the Board, unless the Board appoints another person who need not be a stockholder, officer or director of the Corporation, to preside at a meeting of stockholders.

**4.5** **Vice President**. In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President, if any, (or if there be more than one Vice President, the Vice Presidents in the order of their rank or, if of equal rank, then in the order designated by the Board or the President or, in the absence of any designation, then in the order of their appointment) shall perform 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 rank of Vice Presidents in descending order shall be Executive Vice President, Senior Vice President and Vice President. The Vice President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

**4.6** **Secretary and Assistant Secretary**. The Secretary shall attend all meetings of the Board (unless the Board shall otherwise determine) and all meetings of the stockholders and record all the proceedings of the meetings of the Corporation and of the Board in a book to be kept for that purpose and shall perform like duties for the committees when required. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and special meetings of the Board. The Secretary shall have custody of the corporate seal of the Corporation and shall (as well as any Assistant Secretary) have authority to affix the same to any instrument requiring it and to attest it. The Secretary shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

**4.7** **Treasurer**. The Treasurer shall have 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 monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board.



The Treasurer may disburse the funds of the Corporation as may be ordered by the Board or the President, taking proper vouchers for such disbursements, and shall render to the Board at its regular meetings, or when the Board so requires, an account of transactions and of the financial condition of the Corporation. The Treasurer shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

If required by the Board, the Treasurer and Assistant Treasurer, if any, shall give the Corporation a bond (which shall be renewed at such times as specified by the Board) in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of such person's office and for the restoration to the Corporation, in case of such person's death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in such person's possession or under such person's control belonging to the Corporation.

**4.8** **Assistant Officers**. An assistant officer shall, in the absence of the officer to whom such person is an assistant or in the event of such officer's inability or refusal to act (or, if there be more than one such assistant officer, the assistant officers in the order designated by the Board or the President or, in the absence of any designation, then in the order of their appointment), perform the duties and exercise the powers of such officer. An assistant officer shall perform such other duties and have such other powers as the Board or the President may from time to time prescribe.

## 5. SEAL

It shall not be necessary to the validity of any instrument executed by any authorized officer or officers of the Corporation that the execution of such instrument be evidenced by the corporate seal, and all documents, instruments, contracts and writings of all kinds signed on behalf of the Corporation by any authorized officer or officers shall be as effectual and binding on the Corporation without the corporate seal, as if the execution of the same had been evidenced by affixing the corporate seal thereto. The Board may give general authority to any officer to affix the seal of the Corporation and to attest the affixing by signature.

## 6. FORM OF STOCK CERTIFICATE

Every holder of stock in 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, if any, or by the President or a Vice-President, and by the Treasurer or a Financial Officer, or the Secretary or an Assistant Secretary certifying the number of shares owned in the Corporation. Any or all of the signatures on the certificate may be a facsimile signature. If 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 such person were such officer, transfer agent or registrar at the date of the issuance.

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 qualification, 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 that the Corporation shall issue to represent such class or series of stock. Except as otherwise provided in Section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate 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.

## 7. REPRESENTATION OF SHARES OF OTHER CORPORATIONS

Any and all shares of any other corporation or corporations standing in the name of the Corporation shall be voted, and all rights incident thereto shall be represented and exercised on behalf of the Corporation, as follows: (i) as the Board of the Corporation may determine from time to time, or (ii) in the absence of such determination, by the Chairman of the Board, or (iii) if the Chairman of the Board shall not vote or otherwise act with respect to the shares, by the President. The foregoing authority may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

## 8. TRANSFERS OF STOCK

Upon surrender of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment 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.

## 9. LOST, STOLEN OR DESTROYED CERTIFICATES

The Board may direct a new certificate or certificates be issued in place of any certificate theretofore issued alleged to have been lost, stolen or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate, the Board may, in its discretion and as a condition precedent to the issuance, require the owner of such certificate or certificates, or such person's 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 lost, stolen or destroyed certificate.

## 10. RECORD DATE

The Board may fix in advance a date, which shall not be more than sixty days nor less than ten days preceding the date of any meeting of stockholders, nor more than 60 days prior to any other action, as a record date for the determination of stockholders entitled to notice of or to vote at any such meeting and any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise the rights in respect of any change, conversion or exchange of stock, and in such case such stockholders, and only such stockholders



as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

## 11. REGISTERED STOCKHOLDERS

The Corporation shall be entitled to treat the holder of record of any share or shares of stock of the Corporation as the holder in fact thereof and 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, except as expressly provided by applicable law.

## 12. FISCAL YEAR

The fiscal year of the Corporation shall be fixed by resolution of the Board.

## 13. AMENDMENTS

Subject to any contrary or limiting provisions contained in the Certificate of Incorporation, these Bylaws may be amended or repealed, or new Bylaws may be adopted (a) by the affirmative vote of the holders of at least a majority of the Common Stock of the Corporation, or (b) by the affirmative vote of the majority of the Board at any regular or special meeting. Any Bylaws adopted or amended by the stockholders may be amended or repealed by the Board or the stockholders.

## 14. DIVIDENDS

**14.1** **Declaration.** Dividends on the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board at any regular or special meeting, pursuant to law, and may be paid in cash, in property or in shares of capital stock.

**14.2** **Set Aside Funds**. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves 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 determine to be in the best interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

## 15. INDEMNIFICATION AND INSURANCE

**15.1** **Right to Indemnification**. Each person who was or is a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she 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, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action or inaction in an official capacity or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the laws of Delaware, as the same exist or may hereafter be amended, against all costs, charges, expenses, liabilities and losses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without

limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

**15.2** **Right of Claimant to Bring Suit**. If a claim under Section 15.1 of this Article is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has failed to meet a standard of conduct which makes it permissible under Delaware law for the Corporation to indemnify the claimant for the amount claimed. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met such standard of conduct, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such standard of conduct, shall be a defense to the action or create a presumption that the claimant has failed to meet such standard of conduct.



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**15.3** **Non-Exclusivity of Rights**. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

**15.4** **Insurance**. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under Delaware law.

**15.5** **Expenses as a Witness**. To the extent that any director, officer, employee or agent of the Corporation is by reason of such position, or a position with another entity at the request of the Corporation, a witness in any action, suit or proceeding, he or she shall be indemnified against all costs and expenses actually and reasonably incurred by him or her or on his or her behalf in connection therewith.

**15.6** **Indemnity Agreements**. The Corporation may enter into agreements with any director, officer, employee or agent of the Corporation providing for indemnification to the full extent permitted by Delaware law.



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CERTIFICATE OF SECRETARY
OF
EDAW, Inc.
A Delaware Corporation

I hereby certify that I am the duly elected and acting Secretary of EDAW Inc., a Delaware corporation, and that the foregoing Bylaws, comprising 12 pages, constitute the Bylaws of said corporation as duly adopted by the Board of Directors on September 12, 2005.

/s/ Brodie Stephens
Brodie Stephens
Vice President Secretary

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**Exhibit 3.44**

# ARTICLES OF INCORPORATION
# OF
# MCNEIL SECURITY, INC.

The undersigned, pursuant to Chapter 9 of Title 13.1 of the Code of Virginia, state(s) as follows:

1. The name of this corporation is McNeil Security, Inc.

2. The number of shares the corporation is authorized to issue is 10. All 10 shares are of common stock only.

3. A. The corporation's initial registered office address which is the business address of the initial registered agent is: 6564 Loisdale Court, Suite 800, Springfield, VA 22150.

   B. The registered office is physically located in Springfield, VA 22150 which is in Fairfax County, Virginia.

4. A. The name of the corporation's initial registered agent is: James McNeil.

   B. The registered agent is an individual who is a resident of Virginia and an initial director of the corporation.

5. The names and addresses of the initial directors are:

   James L. McNeil 6564 Loisdale Ct. Suite 800, Springfield, Va. 22150

   [ILLEGIBLE] J. Thomas 6564 Loisdale Ct. Suite 800, Springfield, Va 22150

   Michael W. [ILLEGIBLE] 4350 North [ILLEGIBLE] Drive, Ste 820, Arlington, VA 22203

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6. INCORPORATOR:

/s/ James L. McNeil

James L. McNeil
Chairman
Board of Directors

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**COMMONWEALTH OF VIRGINIA**
**STATE CORPORATION COMMISSION**

October 21, 2002

The State Corporation Commission has found the accompanying articles submitted on behalf of

**McNeil Security, Inc.**

to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

**CERTIFICATE OF INCORPORATION**

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective October 21, 2002.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By /s/ [ILLEGIBLE]
Commissioner

CORPACPT
CIS0436
02-10-18-0015

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Commonwealth Of Virginia

State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents constituting the charter of McNeil Security, Inc. on file in the Clerk's Office of the Commission.

Nothing more is hereby certified.

*Signed and Sealed at Richmond on this Date:*
*May 4, 2015*

/s/ Joel H. Peck
*Joel H. Peck, Clerk of the Commission*

CIS0502

**Exhibit 3.45**

# BYLAWS

# OF

# MCNEIL SECURITY, INC.

## ARTICLE I

## Meetings of Shareholders

1.1 Places of Meetings. All meetings of the shareholders shall be held at such place, either within or without the Commonwealth of Virginia, as may, from time to time, be fixed by the Board of Directors.

1.2 Annual Meetings. The annual meeting of the shareholders, for the election of Directors and transaction of such other business as may come before the meeting, shall be held on such date as the Board of Directors of the Corporation may designate from time to time.

1.3 Special Meetings. Special meetings of shareholders for any purpose or purposes may be called at any time by the President of the Corporation, or by a majority of the Board of Directors. At a special meeting, no business shall be transacted and no corporate action shall be taken other than that stated in the notice of the meeting.

1.4 Notice of Meetings. Except as otherwise required by law, written or printed notice stating the place, day and hour of every meeting of the shareholders and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed not less than ten nor more than sixty days before the date of the meeting to each shareholder of record entitled to vote at such meeting, at his or her address that appears in the share transfer books of the Corporation. Meetings may be held without notice if all the shareholders entitled to vote at the meeting are present in person or by proxy or if notice is waived in writing by those not present, either before or after the meeting.

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1.5 Quorum. Except as otherwise required by the Articles of Incorporation, any number of shareholders together holding at least a majority of the outstanding shares of capital stock entitled to vote with respect to the business to be transacted, who shall be present in person or represented by proxy at any meeting duly called, shall constitute a quorum for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the shareholders present or represented by proxy without notice other than by announcement at the meeting.

1.6 Voting. At any meeting of the shareholders each shareholder of a class entitled to vote on the matters coming before the meeting shall have one vote, in person or by proxy, for each share of capital stock standing in his or her name on the books of the Corporation at the time of such meeting or on any date fixed by the Board of Directors not more than seventy days prior to the meeting. Every proxy shall be in writing, dated and signed by the shareholder entitled to vote or his or her duly authorized attorney-in-fact.

## ARTICLE II

## Directors

2.1 General Powers. The property, affairs and business of the Corporation shall be managed under the direction of the Board of Directors, and except as otherwise expressly provided by law, the Articles of Incorporation or these Bylaws, all of the powers of the Corporation shall be vested in such Board.

2.2 Number of Directors. The number of Directors constituting the Board of Directors shall be at least one.

2.3 Election of Directors.

(a) Directors shall be elected at each annual meeting of shareholders to



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succeed those Directors whose terms have expired and to fill any vacancies then existing.

(b) Directors shall hold their offices for terms of one year and until their successors are elected. Any Director may be removed from office at a meeting called expressly for that purpose by the vote of shareholders holding not less than a majority of the shares entitled to vote at an election of Directors.

(c) Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining Directors though less than a quorum of the Board of Directors, and the term of office of any Director so elected shall expire at the next shareholders' meeting at which directors are elected.

(d) A majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Less than a quorum may adjourn any meeting.

2.4 Meetings of Directors. Meetings of the Board of Directors shall be held at places within or without the Commonwealth of Virginia and at times fixed by resolution of the Board, or upon call of the President, and the Secretary or officer performing the Secretary's duties shall give not less than twenty-four hours' notice by letter, telegraph or telephone (or in person) of all meetings of the Board of Directors, provided that notice need not be given of regular meetings held at times and places fixed by resolution of the Board. An annual meeting of the Board of Directors shall be held as soon as practicable after the adjournment of the annual meeting of shareholders. Meetings may be held at any time without notice if all of the Directors are present, or if those not present waive notice in writing either before or after the meeting.

In addition, members of the Board of Directors or any committee designated thereby



pursuant to Article III hereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment whereby all persons participating in a meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.5 Actions Without Meetings. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action, shall be signed either before or after such action by all the Directors. Such consent shall have the same force and effect as a unanimous vote.

2.6 Compensation. By resolution of the Board, Directors may be allowed a fee and expenses for attendance at all meetings, but nothing herein shall preclude Directors from serving the Corporation in other capacities and receiving compensation for such other services.

2.7 Resignation. Any member of the Board of Directors may resign at any time by giving written notice of his or her intention to do so to the Board of Directors, the Chairman of the Board of Directors, the President or the Secretary of the Corporation.

## ARTICLE III

## Committees

3.1 Committees. The Board of Directors, by resolution duly adopted, may establish committees of the Board, including an executive committee, having limited authority in the management of the affairs of the Corporation as it may deem advisable and the members, terms and authority of such committees shall be as set forth in the resolutions establishing the same.

3.2 Meetings. Regular and special meetings of any committee established pursuant to this Article may be called and held subject to the same requirements with respect to time, place and notice as are specified in these Bylaws for regular and special meetings of the Board of Directors.



3.3 Actions Without Meeting. Any action that may be taken at a meeting of a committee may be taken without a meeting if a consent in writing, setting forth the action so to be taken, shall be signed before such action by all the members of the committee. Such consent shall have the same force and effect as a unanimous vote.

3.4 Quorum and Manner of Acting. A majority of the members of any committee serving at the time of any meeting thereof shall constitute a quorum for the transaction of business at such meeting. The action of a majority of those members present at a committee meeting at which a quorum is present shall constitute the act of the committee.

3.5 Term of Office. Members of any committee shall be elected by vote of a majority of the number of Directors fixed by these Bylaws and shall hold office until their successors are elected by the Board of Directors or until such committee is dissolved by the Board of Directors.

3.6 Resignation and Removal. Any member of a committee may resign at any time by giving written notice of his or her intention to do so to the President or the Secretary of the Corporation, or may be removed, with or without cause, at any time by such vote of the Board of Directors as would suffice for his or her election.

3.7 Vacancies. Any vacancy occurring in a committee resulting from any cause whatever may be filled by the affirmative vote of a majority of the Directors of the Corporation.

## ARTICLE IV

## Officers

4.1 Election. The officers of the Corporation shall consist of a President, a Secretary and a Treasurer. In addition, such other officers as are provided in Section 4.3 of this Article may from time to time be elected by the Board of Directors. All officers shall hold office until the next annual meeting of the Board of Directors or until their successors are elected. Any two or more officers may be combined in the same person as the Board of Directors may determine.



4.2 Removal of Officers; Vacancies. Any officer of the Corporation may be removed summarily with or without cause, at any time by a resolution passed at any meeting by affirmative vote of a majority of the Directors of the Corporation. Vacancies may be filled at any meeting of the Board of Directors.

4.3 Other Officers. Other officers may from time to time be elected by the Board, including, without limitation, Vice Presidents (any one or more of whom may be designated as Executive Vice President or Senior Vice President) and Assistant Secretaries.

4.4 Duties. The officers of the Corporation shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are hereinafter provided and as from time to time shall be conferred by the Board of Directors. The Board of Directors may require any officer to give such bond for the faithful performance of his or her duties as the Board may see fit.

4.5 Duties of the Chairman of the Board. The Chairman of the Board of Directors shall preside as chairman of all meetings of the Board of Directors. The Chairman shall also have such authority as may be lawfully required of, or conferred upon him or her by the Board of Directors.

4.6 Duties of the President. The President shall be the chief executive and administrative officer of the Corporation and shall have direct supervision over the business of the Corporation and its several officers, subject to the Board of Directors. The President shall preside at all meetings of shareholders. The President shall, during the absence, disqualification or inability to act of the Chairman of the Board of Directors, perform all of the duties of the Chairman of the Board of Directors. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases where the



signing and the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. In addition, he or she shall perform all duties incident to the office of the President and such other duties as from time to time may be assigned to him or her by the Board of Directors.

4.7 Duties of the Vice Presidents. Each Vice President of the Corporation, if any, shall have powers and duties as may from time to time be assigned to him or her by the Board of Directors or the President. When there shall be more than one Vice President of the Corporation, the Board of Directors may from time to time designate one of them to perform the duties of the President in the absence of the President. Any Vice President of the Corporation may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed.

4.8 Duties of the Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation, and shall cause all such funds and securities to be deposited in such banks and depositories as the Board of Directors from time to time may direct. He or she shall maintain adequate accounts and records of all assets, liabilities and transactions of the Corporation in accordance with generally accepted accounting practices; shall exhibit his or her accounts and records to any of the Directors of the Corporation at any time upon request at the office of the Corporation; shall render such statements of his or her accounts and records and such other statements to the Board of Directors and officers as often and in such manner as they shall require; and shall make and file (or supervise the making and



filing of) all tax returns required by law. He or she shall in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Directors or the President.

4.9 Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Directors and all committees of the Board, and the shareholders of the Corporation, and shall keep the minutes thereof in the proper book or books to be provided for that purpose. He or she shall see that all notices required to be given by the Corporation are duly given and served; shall have custody of the seal of the Corporation and shall affix the seal or cause it to be affixed to all certificates for stock of the Corporation and to all documents the execution of which on behalf of the Corporation under its corporate seal is duly authorized in accordance with the provisions of these Bylaws; shall have custody of all deeds, leases, contracts and other important corporate documents; shall have charge of the books, records and papers of the Corporation relating to its organization and management as a Corporation; shall see that the reports, statements and other documents required by law (except tax returns) are properly filed; and shall, in general, perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Board of Directors or the President.

4.10 Other Duties of Officers. Any officer of the Corporation shall have, in addition to the duties prescribed herein or by law, such other duties as from time to time shall be prescribed by the Board of Directors or the President.

## ARTICLE V

## Capital Stock

5.1 Certificates. The shares of capital stock of the Corporation may be certificated or uncertificated. If certificated, the shares shall be evidenced by certificates in forms prescribed by the Board of Directors and executed in any manner permitted by law and stating thereon the



information required by law. Transfer agents and/or registrars for one or more classes of shares of the Corporation may be appointed by the Board of Directors and may be required to countersign certificates representing shares of such class or classes. If any officer whose signature or facsimile thereof shall have been used on a share certificate shall for any reason cease to be an officer of the Corporation and such certificate shall not then have been delivered by the Corporation, the Board of Directors may nevertheless adopt such certificate and it may then be issued and delivered as though such person had not ceased to be an officer of the Corporation.

5.2 Lost, Destroyed and Mutilated Certificates. Holders of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction or mutilation of the certificate therefor, and the Board of Directors, may, in its discretion, cause one or more new certificates for the same number of shares in the aggregate to be issued to such shareholder upon the surrender of the mutilated certificate or upon satisfactory proof of such loss or destruction, and the deposit of a bond in such form and amount and with such surety as the Board of Directors may require.

5.3 Transfer of Shares. The shares of the Corporation shall be transferable or assignable only on the books of the Corporation by the holders in person or by attorney on surrender of the certificate for such shares duly endorsed and, if sought to be transferred by attorney, accompanied by a written power of attorney to have the same transferred on the books of the Corporation. The Corporation will recognize the exclusive right of the person registered on its books as the owner of shares to receive any dividends and to vote as such owner.

5.4 Fixing Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of the shareholders or any adjournment thereof, or entitled to

receive payment for any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

## ARTICLE VI

### Miscellaneous Provisions

6.1 Fiscal Year. The fiscal year of the Corporation shall end on December 31st of each year.

6.2 Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its shareholders and Board of Directors. The Company shall also keep at its registered office or principal place of business a record of its shareholders, giving the names and addresses of all shareholders, and the number, class and series of the shares being held.

6.3 Checks, Notes and Drafts. Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. When the Board of Directors so authorizes, however, the signature of any such person may be a facsimile.



6.4 Amendment of Bylaws. Unless prescribed by the Articles of Incorporation, these Bylaws may be amended or altered at any meeting of the Board of Directors by affirmative vote of a majority of the number of Directors fixed by these Bylaws. The shareholders entitled to vote in respect of the election of Directors, however, shall have the power to rescind, amend, alter or repeal any Bylaws and to enact Bylaws which, if expressly so provided, may not be amended, altered or repealed by the Board of Directors.

6.5 Voting of Shares Held. Unless otherwise provided by resolution of the Board of Directors, the President may from time to time appoint an attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the vote which the Corporation may be entitled to cast as a shareholder or otherwise in any other corporation, any of whose securities may be held by the Corporation, at meetings of the holders of the shares or other securities of such other corporation, or to consent in writing to any action by any such other corporation, and shall instruct the person or persons so appointed as to the manner of casting such votes or giving such consent and may execute or cause to be executed on behalf of the Corporation and under its corporate seal or otherwise, such written proxies, consents, waivers or other instruments as may be necessary or proper in the premises. In lieu of such appointment, the President may attend in person any meetings of the holders of shares or other securities of any such other corporation and there vote or exercise any or all power of the Corporation as the holder of such shares or other securities of such other corporation.

***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 "MT HOLDING CORP. " AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*CERTIFICATE OF INCORPORATION, FILED THE SEVENTH DAY OF MAY, A.D. 2004, AT 6:35 O'CLOCK P.M.*

*CERTIFICATE OF MERGER, FILED THE TWENTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 6:48 O'CLOCK P.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SECOND DAY OF JANUARY, A.D. 2008, AT 6:07 O'CLOCK P.M.*

*CERTIFICATE OF RENEWAL, FILED THE TWENTY-SIXTH DAY OF MAY, A.D. 2009, AT 12 O'CLOCK P.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE SEVENTH DAY OF MARCH, A.D. 2011, AT 9:27 O'CLOCK P.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "MT HOLDING CORP.".*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

*3793263 8100H*

*AUTHENTICATION: 2340910*

*150600328*
*You may verify this certificate online at corp.delaware.gov/authver.shtml*

*DATE: 05-01-15*



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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 06:35 PM 05/07/2004*
*FILED 06:35 PM 05/07/2004*
*SRV 040336184 - 3793263 FILE*

**CERTIFICATE OF INCORPORATION**
***of***
**MT HOLDING CORP.**

**(Pursuant to Section 102 of the General Corporation Law of the State of Delaware)**

THE UNDERSIGNED, desiring to form a corporation pursuant to the provisions of the General Corporation Law of the State of Delaware (the "GCL"), hereby certifies as follows:

FIRST: The name of the corporation is: MT HOLDING CORP. (the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent of the Corporation at such address is Corporation Service Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation are to engage in, promote, and carry on any lawful act or activity for which corporations may be organized under the GCL.

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 1,000 shares of Common Stock. The par value of said shares shall be $0.01 per share.

FIFTH: The name and mailing address of the sole incorporator of the Corporation is Sandy Lee, c/o Winston & Strawn LLP, 200 Park Avenue, New York, New York 10166.

SIXTH: The board of directors of the Corporation shall have the power to adopt, amend or repeal the Bylaws of the Corporation at any meeting at which a quorum is present by the affirmative vote of a majority of the whole board of directors. Election of directors need not be by written ballot. Any director may be removed at any time with or without cause, and the vacancy resulting from such removal shall be filled, by vote of a majority of the stockholders of the Corporation at a meeting called for that purpose or by unanimous consent in writing of the stockholders.

SEVENTH: To the fullest extent permitted by law, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director.

THE UNDERSIGNED has executed this Certificate of Incorporation this 7th day of May, 2004.

/s/ Sandy Lee
Sandy Lee

Sole Incorporator

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 07:00 PM 12/21/2007*
*FILED 06:48 PM 12/21/2007*
*SRV 071356995 - 3793263 FILE*

**CERTIFICATE OF MERGER OF**

**T&A HOLDING CORP.**

**WITH AND INTO**

**MT HOLDING CORP.**

MT Holding Corp., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (the "Corporation"), desiring to merge T&A Holding Corp., a Delaware corporation, with and into the Corporation (the "Merger"), pursuant to Section 251 of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

FIRST: The name and state of incorporation of each of the constituent corporations to the Merger (the "Constituent Corporations") are as follows:

| Name | State of Incorporation |
|---|---|
| T&A Holding Corp. | Delaware |
| MT Holding Corp. | Delaware |

SECOND: An Agreement and Plan of Merger, dated as of December 21, 2007 (the "Merger Agreement"), by and between the Constituent Corporations has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 251 of the DGCL.

THIRD: The Corporation will continue as the corporation surviving the Merger (the "Surviving Corporation") and the name of the Surviving Corporation shall be MT Holding Corp. upon the effectiveness of the Merger pursuant to the DGCL.

FOURTH: The Certificate of Incorporation of MT Holding Corp. shall be the Certificate of Incorporation of the Surviving Corporation until amended pursuant to the DGCL.

FIFTH: An executed copy of the Merger Agreement is on file at the offices of the Surviving Corporation at 6564 Loisdale Court, Suite 900, Springfield, Virginia 22150, and a copy thereof will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SIXTH: This Certificate of Merger and the Merger shall become effective at the time this Certificate of Merger is filed with the Secretary of State of the State of Delaware.



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**IN WITNESS WHEREOF,** the Corporation has caused this Certificate of Merger to be executed by its duly authorized officer this 21 day of December 2007.

**MT HOLDING CORP.**

By: /s/ Robert B. McKeon
Name: Robert B. McKeon
Title: President

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 06:33 PM 01/22/2008*
*FILED 06:07 PM 01/22/2008*
*SRV 080070432 - 3793263 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF CHANGE**
**OF REGISTERED AGENT AND/OR**
**REGISTERED OFFICE**

The Board of Directors of **MT Holding Corp.** a Delaware Corporation, on this **Seventh** day of **May** , A.D. **2004** , do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

**615 South DuPont Highway**
**City of Dover County of Kent 19901**

The name of the Registered Agent therein and in charge thereof upon whom process against this Corporation may be served, is:
**National Corporate Research, Ltd.**
**MT Holding Corp.**

a Corporation of Delaware 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 **16th** day of **January**, A.D., **2008**.

By: /s/ Ronald B. Alexander
Authorized Officer

Name: **Ronald B. Alexander**
Print or Type

Title: **Chief Financial Officer**

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 12:00 PM 05/26/2009*
*FILED 12:00 PM 05/26/2009*
*SRV 090536727 - 3793263 FILE*

**STATE OF DELAWARE**
**CERTIFICATE FOR RENEWAL**
**AND REVIVAL OF CHARTER**

The corporation organized under the laws of Delaware, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is MT HOLDING Corp.

2. Its registered office in the State of Delaware is located at 615 South DuPont Highway (street), City of Dover Zip Code 19901 County of Kent the name of its registered agent is National Corporate Research, Ltd.

3. The date of filing of the original Certificate of Incorporation in Delaware was 05/07/2004.

4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 28TH day of FEBRUARY 2009, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

5. This corporation was duly organized and carried on the business authorized by its charter until the 1ST day of MARCH A.D. 2009, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

**IN TESTIMONY WHEREOF**, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters the last and acting authorized officer hereunto set his/her hand to this certificate this 15th day of MAY A.D. 2009.

By: /s/ [ILLEGIBLE]
Authorized Officer

Name: [ILLEGIBLE]
Print or Type

Title: CFO

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 09:32 PM 03/07/2011*
*FILED 09:27 PM 03/07/2011*
*SRV 110271463 - 3793263 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF CHANGE**
**OF REGISTERED AGENT AND/OR**
**REGISTERED OFFICE**

The Board of Directors of MT HOLDING CORP., a Delaware Corporation, on this 4th day of March, A.D. 2011, 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 4th day of March, A.D., 2011.

| | |
|---|---|
| By: | /s/ Juli Pena |
| | Authorized Officer |
| Name: | Juli Pena |
| | Print or Type |
| Title: | Assistant Secretary |

**Exhibit 3.47**

# BY-LAWS OF MT HOLDING CORP.

## ARTICLE I
## OFFICES

**Section 1.01 Offices.** The address of the registered office of MT Holding Corp. (hereinafter called the "**Corporation**") in the State of Delaware shall be at 2711 Centerville Road, Suite 400, City of Wilmington, County of New Castle, Delaware 19808. 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.

**Section 1.02 Books and Records.** Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; *provided that* the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

## ARTICLE II
## MEETINGS OF THE STOCKHOLDERS

**Section 2.01 Place of Meetings.** All meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by resolution of the Board of Directors and stated in the notice of meeting.

**Section 2.02 Annual Meeting.** The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined by the Board of Directors and stated in the notice of the meeting.

**Section 2.03 Special Meetings.** Special meetings of stockholders for any purpose or purposes shall be called pursuant to a resolution approved by the Board of Directors and may not be called by any other person or persons. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

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**Section 2.04 Adjournments.** Any meeting of the stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof and the means of remote communication, if any, 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, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date is fixed for stockholders entitled to vote at the adjourned meeting, the Board of Directors shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at the adjourned meeting as of the record date fixed for notice of the adjourned meeting.

**Section 2.05 Notice of Meetings.** Notice of the place, if any, date, hour, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and means of remote communication, if any, of every meeting of stockholders shall be given by the Corporation not less than ten days nor more than 60 days before the meeting (unless a different time is specified by law) to every stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Except as otherwise provided herein or permitted by applicable law, notice to stockholders shall be in writing and delivered personally or mailed to the stockholders at their address appearing on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, notice of meetings may be given to stockholders by means of electronic transmission in accordance with applicable law. Notice of any meeting need not be given to any stockholder who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the stockholder attends 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. Any stockholder so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

**Section 2.06 List of Stockholders.** The officer of the Corporation who has charge of the stock ledger shall prepare a complete list of the stockholders entitled to vote at any meeting of stockholders (provided, however, if the record date for determining the stockholders entitled to vote is less than ten days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class of capital stock of the Corporation registered in the name



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of each stockholder at least ten days before any meeting of the stockholders. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network if the information required to gain access to such list was provided with the notice of the meeting or during ordinary business hours, at the principal place of business of the Corporation for a period of at least ten days before the meeting. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting the whole time thereof and may be inspected by any stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection by any stockholder during the whole time of the meeting as provided by applicable law. Except as provided by applicable law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger and the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

**Section 2.07 Quorum.** Unless otherwise required by law, the Corporation's Certificate of Incorporation (the "**Certificate of Incorporation**") or these by-laws, at each meeting of the stockholders, a majority in voting power of the shares of the Corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power, by the affirmative vote of a majority in voting power thereof, to adjourn the meeting from time to time, in the manner provided in **Section 2.04**, until a quorum shall be present or represented. A quorum, once established, shall not be broken

by the subsequent withdrawal of enough votes to leave less than a quorum. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

**Section 2.08 Conduct of Meetings.** The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of the stockholders as it shall deem appropriate. At every meeting of the stockholders, the President, or in his or her absence or inability to act, the Secretary, or, in his or her absence or inability to act, the person whom the President shall appoint, shall act as chairman of, and preside at, the meeting. The secretary or, in his or her 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. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and



close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (f) limitations on the time allotted to questions or comments by participants.

**Section 2.09 Voting; Proxies.** Unless otherwise required by law or the Certificate of Incorporation the election of directors shall be decided by a plurality of the votes cast at a meeting of the stockholders by the holders of stock entitled to vote in the election. Unless otherwise required by law, the Certificate of Incorporation or these by-laws, any matter, other than the election of directors, brought before any meeting of stockholders shall be decided by the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the matter. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting 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 years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot.

**Section 2.10 Inspectors at Meetings of Stockholders.** The Board of Directors, in advance of any meeting of stockholders, may, and shall if required by law, appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting, the existence of a quorum and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board of Directors, the



date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

**Section 2.11 Written Consent of Stockholders Without a Meeting.** Any action to 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 or consents in writing, setting forth the action to be 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 (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of 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. 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 60 days of the earliest dated consent delivered in the manner required by this Section 2.11, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, 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 notice of 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.

**Section 2.12 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, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than ten days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, 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. 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 determination of stockholders entitled to vote at the adjourned meeting and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote therewith at the adjourned meeting.

(b) 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 record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no 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: (i) when no prior action by the Board of Directors is required by law, the record date for such purpose 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 (by hand, or by certified or registered mail, return receipt requested) to its registered office in the State of 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 and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the 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, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

## ARTICLE III
## BOARD OF DIRECTORS

**Section 3.01 General Powers.** The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may adopt such rules and procedures, not inconsistent with the Certificate of



Incorporation, these by-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

**Section 3.02 Number; Term of Office.** The Board of Directors shall consist of at least one member. Each director shall hold office until a successor is duly elected and qualified or until the director’s earlier death, resignation, disqualification or removal.

**Section 3.03 Newly Created Directorships and Vacancies.** Any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board of Directors, maybe filled by the affirmative votes of a majority of the remaining members of the Board of Directors, although less than a quorum, or by a sole remaining director. A director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified or the earlier of such director’s death, resignation or removal.

**Section 3.04 Resignation.** Any director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice by the Corporation or at such later time as is therein specified.

**Section 3.05 Removal.** Except as prohibited by applicable law or the Certificate of Incorporation, the stockholders entitled to vote in an election of directors may remove any director from office at any time, with or without cause, by the affirmative vote of a majority in voting power thereof.

**Section 3.06 Fees and Expenses.** Directors shall receive such fees and expenses as the Board of Directors shall from time to time prescribe.

**Section 3.07 Regular Meetings.** Regular meetings of the Board of Directors may be held without notice at such times and at such places as may be determined from time to time by the Board of Directors or its chairman.

**Section 3.08 Special Meetings.** Special meetings of the Board of Directors may be held at such times and at such places as may be determined by the chairman or the President on at least 24 hours notice to each director given by one of the means specified in **Section 3.11** hereof other than by mail or on at least three days notice if given by mail. Special meetings shall be called by the chairman or the President in like manner and on like notice on the written request of any two or more directors.



**Section 3.09 Telephone Meetings.** Board of Directors or Board of Directors committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director in a meeting pursuant to this Section 3.09 shall constitute presence in person at such meeting.

**Section 3.10 Adjourned Meetings.** A majority of the directors present at any meeting of the Board of Directors, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours notice of any adjourned meeting of the Board of Directors shall be given to each director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in **Section 3.11** hereof other than by mail, or at least three days notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

**Section 3.11 Notices.** Subject to **Section 3.08**, **Section 3.10** and **Section 3.12** hereof, whenever notice is required to be given to any director by applicable law, the Certificate of Incorporation or these by-laws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director’s address as it appears on the records of the Corporation, facsimile, e-mail or by other means of electronic transmission.

**Section 3.12** **Waiver of Notice.** Whenever notice to directors is required by applicable law, the Certificate of Incorporation or these by-laws, a waiver thereof, in writing signed by, or by electronic transmission by, the director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board of Directors or committee meeting need be specified in any waiver of notice.

**Section 3.13** **Organization.** At each meeting of the Board of Directors, the chairman or, in his or her absence, another director selected by the Board of Directors shall preside. The secretary shall act as secretary at each meeting of the Board of Directors. If the secretary is absent from any meeting of the Board of Directors, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the secretary and all assistant secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.



**Section 3.14** **Quorum of Directors.** The presence of a majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**Section 3.15** **Action By Majority Vote.** Except as otherwise expressly required by these by-laws, the Certificate of Incorporation or by applicable law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 3.16** **Action Without Meeting.** Unless otherwise restricted by the Certificate of Incorporation or these by-laws, 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 directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee in accordance with applicable law.

**Section 3.17** **Committees of the Board of Directors.** The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors 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. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present at the 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 permitted by applicable law, 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 that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article III.



## ARTICLE IV
## OFFICERS

**Section 4.01** **Positions and Election.** The officers of the Corporation shall be elected by the Board of Directors and shall include a president, a treasurer and a secretary. The Board of Directors, in its discretion, may also elect a chairman (who must be a director), one or more vice chairmen (who must be directors) and one or more vice presidents, assistant treasurers, assistant secretaries and other officers. Any two or more offices may be held by the same person.

**Section 4.02** **Term.** Each officer of the Corporation shall hold office until such officer’s successor is elected and qualified or until such officer’s earlier death, resignation or removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause by the majority vote of the members of the Board of Directors then in office. The removal of an officer shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving written notice of his or her resignation to the president or the secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board of Directors.

**Section 4.03** **The President.** The president shall have general supervision over the business of the Corporation and other duties incident to the office of president, and any other duties as may be from time to time assigned to the president by the Board of Directors and subject to the control of the Board of Directors in each case.

**Section 4.04** **Vice Presidents.** Each vice president shall have such powers and perform such duties as may be assigned to him or her from time to time by the chairman of the Board of Directors or the president.

**Section 4.05** **The 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 committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the president. The



secretary shall keep in safe custody the seal of the Corporation and have authority to affix the seal to all documents requiring it and attest to the same.

**Section 4.06** **The Treasurer.** The treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board of Directors, 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. The treasurer 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 president and the directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as treasurer and of the financial condition of the Corporation.

**Section 4.07** **Duties of Officers May be Delegated.** In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the president or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any director.

## ARTICLE V
## STOCK CERTIFICATES AND THEIR TRANSFER

**Section 5.01** **Certificates Representing Shares.** The shares of stock of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates,such certificates shall be in the form, other than bearer form, approved by the Board of Directors. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the chairman, any vice chairman, the president or any vice president, and by the secretary, any assistant secretary, the treasurer or any assistant treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

**Section 5.02** **Transfers of Stock.** Stock of the Corporation shall be transferable in the manner prescribed by law and in these by-laws. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the



surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. To the extent designated by the president or any vice president or the treasurer of the Corporation, the Corporation may recognize the transfer of fractional uncertificated shares, but shall not otherwise be required to recognize the transfer of fractional shares.

**Section 5.03** **Transfer Agents and Registrars.** The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

**Section 5.04** **Lost, Stolen or Destroyed Certificates.** The Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the owner of the allegedly lost, stolen or destroyed certificate. When authorizing such issue of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificate or uncertificated shares.

## ARTICLE VI
## GENERAL PROVISIONS

**Section 6.01** **Seal.** The seal of the Corporation shall be in such form as shall be approved by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise, as may be prescribed by law or custom or by the Board of Directors.

**Section 6.02** **Fiscal Year.** The fiscal year of the Corporation shall be determined by the Board of Directors.

**Section 6.03** **Checks, Notes, Drafts, Etc.** All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.



**Section 6.04** **Dividends.** Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

**Section 6.05** **Conflict With Applicable Law or Certificate of Incorporation.** These by-laws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these by-laws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

## ARTICLE VII
## AMENDMENTS

These by-laws may be amended, altered, changed, adopted and repealed or new by-laws adopted by the Board of Directors. The stockholders may make additional by-laws and may alter and repeal any by-laws whether such by-laws were originally adopted by them or otherwise.

**Exhibit 3.50**

***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 FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "THE EARTH TECHNOLOGY CORPORATION (USA)" AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*RESTATED CERTIFICATE, FILED THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 1996, AT 12 O'CLOCK P.M.*

*CERTIFICATE OF OWNERSHIP, FILED THE NINETEENTH DAY OF MARCH, A.D. 1999, AT 4:30 O'CLOCK P.M.*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

*2131194 8100X* | *AUTHENTICATION: 2340940*

*150600486* | *DATE: 05-01-15*

*You may verify this certificate online at corp.delaware.gov/authver.shtml*



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STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 02/22/1996
960051005 - 2131194

**SECOND RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**THE EARTH TECHNOLOGY CORPORATION (USA)**

The Earth Technology Corporation (USA) (the "Corporation"), a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is The Earth Technology Corporation (USA). The Earth Technology Corporation (USA) was originally incorporated under the same name, and the original Certificate of Incorporation of the Corporation was filed with the Secretary of State of the State of Delaware on July 6, 1987.

2. Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, this Second Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of the Corporation.

3. The text of the Certificate of Incorporation of the Corporation is hereby restated and further amended to read in its entirety:

FIRST: The name of the Corporation is The Earth Technology Corporation (USA).

SECOND: The address of the registered office of the Corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at that 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 now or hereafter be organized under the General Corporation Law of the State of Delaware (the "GCL").

FOURTH: The total number of shares of stock that the Corporation shall have authority to issue is 1,000 shares of Common Stock, no par value.

FIFTH: The name and mailing address of the incorporator are: Marc L. Brown, Esq., 355 South Grand Avenue, 40th Floor, Los Angeles, California 90071.

SIXTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors consisting of not less than three (3) or more than nine (9), the exact number of directors to be fixed by the Board of Directors or as provided in the Bylaws of the Corporation. All directors shall constitute a single class.

SEVENTH: The Board of Directors and the stockholders of the Corporation shall each have the power to adopt, amend or repeal the Corporation's Bylaws.

EIGHTH: Elections of directors need not be by written ballot unless the Bylaws of the Corporation so provide.

NINTH: A. The Corporation may indemnify to the full extent authorized or permitted by law (excluding, however, Section 145(f) of the GCL) any person made, or threatened to be made, a defendant or witness to any action, suit or proceeding (whether civil or criminal or otherwise) by reason of the fact that he or she is or was a director or officer of the Corporation or by reason of the fact that such director or officer, at the request of the Corporation, is or was serving, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, in any capacity. Nothing contained herein shall affect any rights to indemnification to which employees other than directors and officers may be entitled by law. No amendment or repeal of this Section A of Article NINTH shall apply to or have any effect on any right to indemnification provided hereunder with respect to any acts or omissions occurring prior to such amendment or repeal.

B. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such a director in his or her capacity as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (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 law, (iii) pursuant to Section 174 of the GCL, or (iv) for any transaction from which such director derived an improper personal benefit. No amendment to or repeal of this Section B of Article NINTH 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 or repeal.

C. In furtherance, and not in limitation, of the powers conferred by statute:

(i) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of law; and

(ii) The Corporation may create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or other similar arrangements), as well as enter into contracts providing indemnification to the full extent authorized or permitted by law (excluding, however, Section 145(f) of the GCL) and including as part thereof provisions with respect to any or all of the foregoing, to ensure the payment of such amounts as may become necessary to effect indemnification as provided therein or elsewhere.



TENTH: The Corporation reserves the right to amend this Certificate of Incorporation in any manner permitted by the GCL, as amended from time to time, and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation.

IN WITNESS WHEREOF, this Second Restated Certificate of Incorporation has been signed under the seal of the Company this 22nd day of January, 1996.

THE EARTH TECHNOLOGY CORPORATION (USA)

By: /s/ Mark H. Swartz
Mark H. Swartz
Vice President

[Corporate Seal]

Attest:

/s/ M. Brian Moroze
M. Brian Moroze
Assistant Secretary



*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 04:30 PM 03/19/1999*
*991109361 - 2131194*

**CERTIFICATE OF OWNERSHIP AND MERGER**

**MERGING**

**ALTERNATIVE WAYS, INC.**

**INTO**

**THE EARTH TECHNOLOGY CORPORATION (USA)**

*****

The Earth Technology Corporation (USA), a corporation organized and existing under the laws of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the 6th day of July, 1987, pursuant to the General Corporation Law of the State of Delaware.

SECOND: That this corporations owns all of the outstanding shares of the stock of Alternative Ways, Inc. a corporation incorporation incorporated on the 28th day of April 1982, pursuant to the Business Corporation Act of the State of New Jersey, the provisions of which permit the merger of a corporation into a parent corporation organized and existing under the laws of another state.

THIRD: That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 15th day of March, 1999, determined to and did merge into itself said Alternative Ways, Inc.

RESOLVED, that the Corporation merge, and it hereby does merge into itself said Alternative Ways, Inc. and assumes all of its obligations; and

ILLEGIBLE



FURTHER RESOLVED, that the merger be effective upon the date of filing with the Secretary of Slate of Delaware; and

FURTHER RESOLVED, that the proper officer of this corporation be and he or she is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolutions to merge said Alternative Ways, Inc. and assume its liabilities and obligations, and the date of adoption thereof, and to cause the same to be filed with the Secretary of State and to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in anywise necessary or proper to effect said merger.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this merger may be amended or terminated and abandoned by the Board of Directors of The Earth Technology Corporation (USA) at any time prior to the date of filing the merger with the Secretary of State.

IN WITNESS WHEREOF, The Earth Technology Corporation (USA) has caused this Certificate to be signed by Diane Creel, its President, this 17th day of March, 1999.

THE EARTH TECHNOLOGY CORPORATION (USA)

By: /s/ Diane Creel
Diane Creel, President

**Exhibit 3.51**

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).

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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



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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.



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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.



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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.

***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 "TISHMAN CONSTRUCTION CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE.*

*THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:*

*CERTIFICATE OF INCORPORATION, FILED THE TWENTY-SIXTH DAY OF JUNE, A.D. 1998, AT 9 O'CLOCK A.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TENTH DAY OF JANUARY, A.D. 2011, AT 3:18 O'CLOCK P.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIFTEENTH DAY OF MARCH, A.D. 2011, AT 9:56 O'CLOCK A.M.*

*CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SIXTH DAY OF MARCH, A.D. 2012, AT 4:31 O'CLOCK P.M.*

*AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "TISHMAN CONSTRUCTION CORPORATION".*

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

*2914495 8100H*

*AUTHENTICATION: 1677903*

*141151751*

*DATE: 09-08-14*

*You may verify this certificate online at corp.delaware.gov/authver.shtml*



*STATE OF DELAWARE*
*SECRETARY OF STATE*
*DIVISION OF CORPORATIONS*
*FILED 09:00 AM 06/26/1998*
*981251383 - 2914495*

**CERTIFICATE OF INCORPORATION**

**OF**

**TISHMAN CONSTRUCTION CORPORATION**

* * * * * *

**ARTICLE I**

The name of the corporation (the "Corporation") is: Tishman Construction Corporation.

**ARTICLE II**

The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle, in the State of Delaware. The name of the Corporation's registered agent at such address is Corporation Service Company.

**ARTICLE III**

The nature of the business and purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**ARTICLE IV**

The Corporation shall have the authority to issue an aggregate of 1,000 shares of Common Stock of the par value of $1.00 per share.

**ARTICLE V**

The name and mailing address of the incorporator is as follows:

Erin Connolly Kohler
Willkie Farr & Gallagher
787 Seventh Avenue
New York, New York 10019-6099

**ARTICLE VI**

The Corporation is to have perpetual existence.

**ARTICLE VII**

In furtherance and not in limitation of the powers conferred by statute, the Bylaws of the Corporation may be made, altered, amended or repealed by the stockholders or by the Board of Directors.

**ARTICLE VIII**

Elections of directors need not be by written ballot:

**ARTICLE IX**

The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware 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 by reason of the fact that he 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, officer, trustee, employee or agent or in any other capacity with 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 him in connection with such action, suit or proceeding if he acted in good faith and in a manner he 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 his conduct was unlawful.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding to the fullest extent permitted under and in accordance with the laws of the State of Delaware.



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The indemnification and other rights set forth in this Article shall not be exclusive of any provisions with respect thereto in the Bylaws or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation.

Neither the amendment for repeal of this Article nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

**ARTICLE X**

No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (A) shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (B) shall be liable by reason that, in addition to any and all other requirements for liability, he:

(i) shall have breached his duty of loyalty to the Corporation or its stockholders;

(ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith;

(iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law; or

(iv) shall have derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date of the filing of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.



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**ARTICLE XI**

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books 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 Bylaws of the Corporation.

**ARTICLE XII**

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the 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 the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the 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 the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a 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 stockholders or class of stockholders of the Corporation, as the case may be, and also on the Corporation.

**ARTICLE XIII**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware makes this Certificate, hereby declaring and certifying that this is her act



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and deed and the facts herein stated are true and, accordingly, has hereunto set her hand this 26th day of June, l998.

/s/ Erin Connolly Kohler
Erin Connolly Kohler
Incorporator



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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:51 PM 01/10/2011*
*FILED 03:18 PM 01/10/2011*
*SRV 110028183 - 2914495 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF CHANGE**
**OF REGISTERED AGENT AND/OR**
**REGISTERED OFFICE**

The Board of Directors of TISHMAN CONSTRUCTION CORPORATION, a Delaware Corporation, on this 30th day of November, A.D. 2010, 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 30th day of November, A.D., 2010.

By: /s/ Juli Pena
Authorized Officer

Name: Juli Pena
Print or Type

Title: Secretary

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 11:38 AM 03/15/2011*
*FILED 09:56 AM 03/15/2011*
*SRV 110298034 - 2914495 FILE*

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

**TISHMAN CONSTRUCTION CORPORATION**

It is hereby certified that:

1. The name of the corporation (hereinafter called the “corporation”) is:

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, 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.

Executed on 3/1/11

/s/ [ILLEGIBLE]
Name: [ILLEGIBLE]
Title: [ILLEGIBLE]

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 04:51 PM 03/26/2012*
*FILED 04:31 PM 03/26/2012*
*SRV 120355532 - 2914495 FILE*

**STATE OF DELAWARE**
**CERTIFICATE OF CHANGE**
**OF REGISTERED AGENT AND/OR**
**REGISTERED OFFICE**

The Board of Directors of TISHMAN CONSTRUCTION CORPORATION, a Delaware Corporation, on this 2nd day of January, A.D. 2012, 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 26th day of March, A.D., 2012.

By: /s/ Donald Boadway
Authorized Officer

Name: Donald Boadway
Print or Type

Title: Vice President

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**Exhibit 3.53**

Date of Incorporation: 6/26/98 State of Incorporation: DE

TISHMAN CONSTRUCTION CORPORATION

6/26/98

BY - LAWS

BY-LAWS

OF

TISHMAN CONSTRUCTION CORPORATION

ARTICLE I.

SHAREHOLDERS' MEETINGS

SECTION 1.1. Annual Meeting: The annual meeting of shareholders, for the election of Directors and the transaction of such other business as may properly come before said meeting, shall be held at the principal office of this Corporation in the Borough of Manhattan, City, County and State of New York, at eleven o'clock, A.M., on the last Tuesday in March in each year, or, if such day be a legal holiday, on the next succeeding business day.

SECTION 1.2. Special Meetings: Special meetings of shareholders, unless otherwise regulated by statute, may be held at any time, pursuant to the notice provided in Section 1.4 hereof, when called by the Chairman of the Board or the President and the President shall call such a meeting when requested by resolution of the Board of Directors or by a writing signed by 3 Directors or by shareholders of record holding 10% of the outstanding shares of the Corporation entitled to vote at the meeting so called. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be confined to the purpose or purposes stated in the notice provided in Section 1.4 hereof.

SECTION 1.3. Place of Meeting: All special meetings of shareholders, shall be at the principal office of this Corporation in the Borough of Manhattan, City, County and State of New York, or such other place within or without the State of New York as may be fixed by the Board of Directors.

SECTION 1.4. Notice: Written notice of each meeting of shareholders shall be given to each shareholder entitled to vote at such meeting which shall state the place, date and hour of the meeting and, unless it is the annual meeting, indicate that the notice is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. If, at any meeting, action is proposed to be taken which would, if taken, entitle shareholders fulfilling the requirements of Section 262 of the Delaware Business Corporation Law to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that effect. A copy of the notice of any meeting shall be given,

personally or by mail, not less than 10 nor more than 50 days before the date of the meeting, to each shareholder entitled to receive such notice. If mailed, such notice shall be given by depositing in the United States mail, with first class postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, then directed to him at such other address. Notice requirements for adjourned meetings are set forth in Section 9.2 hereof.

SECTION 1.5. Quorum: At each meeting of shareholders there must be present to constitute a quorum for the transaction of the business, except as otherwise required by statute, in person and/or by proxy, shareholders of record owning at least a majority of the outstanding shares of the Corporation entitled to vote at such meeting. If a quorum be lacking, the shareholders present and entitled to vote, from time to time, by vote of a majority of them, may adjourn the meeting to a future day certain.

SECTION 1.6. Voting: At each meeting of shareholders every shareholder of record of shares entitled to vote thereat may be present and vote such shares in person or by proxy signed by such shareholder or by such shareholder's authorized attorney-in-fact. Such instrument of proxy shall be filed with the secretary of the meeting at which the proxy votes thereunder. No instrument of proxy shall be voted on after 11 months from the date thereof unless otherwise specified in the instrument of proxy. The voting at any meeting of shareholders need not be by ballot (unless so required by statute) but it shall be by ballot if any qualified voter present so requests. Each ballot shall be signed by the shareholder voting or in his name and by his proxy and shall state the number of shares voted thereby. Shares of its own belonging to the Corporation shall not be voted upon either directly or indirectly. Whenever Directors are to be elected by the shareholders, they shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election. Whenever any corporate action, other than the election of Directors, is to be taken by vote of the shareholders, it shall, except as otherwise required by law, be authorized by the affirmative vote of the majority of shares entitled to vote thereon. Except as otherwise provided by law, every holder of record of shares of the Corporation entitled to vote on any matter at any meeting of shareholders shall be entitled to one vote for every such share standing in his name on the record of shareholders of the Corporation on the record date for the determination of the shareholders entitled to vote at the meeting. Inspectors of an election at any shareholders' meeting may be appointed in advance of such meeting by the Board of Directors.

SECTION 1.7. List of Shareholders: A list of the shareholders eligible to vote shall be open to inspection by shareholders at every meeting of shareholders.

SECTION 1.8. Organization: At every meeting of shareholders the presiding officer shall be the Chairman of the Board or, in his absence, the Vice Chairman of the Board or, in his absence, the President or, in their absence, a Vice President in the order of seniority as designated by the Board or, in the absence of all these officers, a chairman chosen by the shareholders present in person and by proxy. The Secretary or, in his absence, an Assistant Secretary or, in their absence, an appointee of the chairman of the meeting shall act as secretary of the proceedings thereat.

SECTION 1.9. Written Consent of Shareholders in Lieu of a Meeting: Any action required or permitted to be taken by the shareholders may be taken without a meeting if all shareholders consent in writing to the adoption of a resolution authorizing such action. Each resolution so adopted and the written consents thereto by the shareholders shall be filed with the minutes of the proceedings of the shareholders.

## ARTICLE II.

## BOARD OF DIRECTORS

SECTION 2.1. Number, Election and Term of Directors: The original number of Directors shall be Three (3). Thereafter, the number of Directors may be changed as hereinafter provided, but in no case shall be less than One (1). The number of Directors may be changed at any time and from time to time at any annual or special meeting of the shareholders by vote of the shareholders entitled to vote for the election of Directors, or at any meeting of the Board by the vote of a majority of the entire Board, except that no decrease shall shorten the term of any incumbent Director. The Directors shall be elected at the annual meeting of shareholders, or at a special meeting of shareholders held for that purpose. Each Director shall hold office from the time of his election and qualification until the annual meeting of shareholders next succeeding his election and until his successor shall have been elected and shall have qualified. If a vacancy arises due to the death of a director, the new director shall be elected at the next annual meeting. If there are two or more such vacancies, new Director shall be elected at a special meeting of the shareholders no later than 60 days after the occurrence of the second vacancy.

All of the Directors shall be of full age. Directors need not be shareholders.

SECTION 2.2. Time and Place of Meetings: As promptly as reasonably possible after the adjournment of the annual meeting of shareholders, the Board of Directors shall meet for



the purpose of organization and the appointment of officers and committees for the ensuing year, such meeting to be held at the place where such meeting of shareholders was held. No notice of such annual meeting of the Board of Directors need be given. By resolution of the Board of Directors, the time of holding subsequent regular meetings of the Board of Directors may be fixed from time to time. At any time special meetings of the Board of Directors may be held, pursuant to the notice provided in Section 2.3 hereof, when called by the Chairman of the Board or Vice Chairman of the Board or the President or by a writing signed by 3 Directors. Meetings of the Board of Directors shall be held at the Corporation’s principal office in the Borough of Manhattan, City, County and State of New York, unless another place of meeting (which need not be in the State of New York) shall have been designated in the notice given to each Director.

SECTION 2.3. Notice: Notice shall be given to each Director of the time and place of each regular and special meeting of the Board of Directors, other than its annual meeting, by mail, first class postage prepaid, at least 3 days before the time fixed for said meeting, or by prepaid telegram or cablegram, at least 2 days before the time fixed for said meeting; such notice to be addressed to such Director at his residence or usual place of business, unless the Corporation has been requested to send notices for him to another address, in which event such notice shall be addressed according to such request.

SECTION 2.4. Quorum and Manner of Acting: A majority of the entire Board must be present to constitute a quorum for the transaction of business at such meeting; but, if a quorum be lacking, a majority of the Directors present from time to time may adjourn the meeting not beyond 10 days at any one time. The act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

SECTION 2.5. Resignations: A Director may resign at any time by giving notice of his resignation to the Secretary and such resignation, unless specifically contingent upon its acceptance, will be effective as of its date or as of its effective date specified therein.

SECTION 2.6. Removal of Directors: Any Director may be removed either with or without cause at any time, at a special meeting of shareholders called for that purpose, by a majority of votes cast by holders of shares entitled to vote thereon.

SECTION 2.7. Vacancies: Any vacancy in the Board of Directors occasioned by the death, resignation or disqualification of a Director, or by the removal of a Director by the shareholders where the vacancy caused thereby is not filled by the shareholders as hereinafter provided, may be filled for the unexpired portion of the term of office of the Director whose office has become vacant by the Board of Directors by the



vote of a majority of the Directors then in office at any regular or special meeting. Whenever the number of Directors shall have been increased, the additional Directors may be elected by the vote of a majority of the Directors in office at the time of the increase. Any vacancy occurring in the Board of Directors through the removal of a Director by the shareholders may be filled by a plurality of votes cast by holders of shares entitled to vote thereon at the same meeting at which the removal is effected.

SECTION 2.8. Compensation: Directors may receive compensation for services to the Corporation in their capacities as Directors or otherwise in such manner and in such amounts as may be fixed from time to time by the Board.

SECTION 2.9. Proceedings: Proceedings of the Board of Directors and the order of business at its meetings shall be governed by its own regulations, not inconsistent with law and these By-Laws. Each meeting of the Board of Directors shall be presided over by the Chairman of the Board, or, in his

absence, by the Vice Chairman of the Board, or, in his absence, by the President or, in their absence, by a Vice President in the order of seniority as designated by the Board of Directors, or, in the absence of all of said officers, by a chairman chosen by the Directors present. The Secretary or an Assistant Secretary, or, in their absence, an appointee of the chairman of the meeting shall serve as secretary of each meeting of the Board of Directors.

SECTION 2.10. Powers: The powers of the Board of Directors shall be the powers of the Corporation, except as expressly abridged by statute or by the Corporation's Certificate of Incorporation or these By-Laws.

SECTION 2.11. Participation by Telephone: Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

SECTION 2.12. Written Consent of Directors in Lieu of a Meeting: Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing such action. Each resolution so adopted and the written consents thereto by members of the Board shall be filed with the minutes of the proceedings of the Board.



ARTICLE III.

EXECUTIVE COMMITTEE

SECTION 3.1. Appointment and Powers: The Board of Directors, by resolution adopted by at least a majority of the entire Board, may appoint from its number 2 or more Directors to constitute an Executive Committee of the Board of Directors. Subject to Section 141(c) of the Delaware Business Corporation Law, the Executive Committee shall have all the authority of the Board and may exercise such authority in the intervals between meetings of the Board of Directors.

SECTION 3.2. Meetings: The Executive Committee may adopt rules governing the method of calling and time and place of holding its meetings and the conduct of the proceedings thereat but, in the absence of such rules, the meetings of the Executive Committee shall be called by any member of the Executive Committee by notice to each member of the time and place of holding the same, sent by mail, first class postage prepaid, at least 2 days before the time fixed for said meeting, or by prepaid telegram or cablegram at least one day before the time fixed for said meeting, or given personally at least one day before the time fixed for said meeting; such notice to be addressed to such member at his residence or usual place of business, unless the Corporation has been requested to send notice for him to another address, in which event such notice shall be addressed according to such request. A chairman selected by the Executive Committee shall preside at all meetings of the Executive Committee, but, in his absence from any meeting, another member shall be chosen by the members present to preside. The Secretary or an Assistant Secretary, or, in their absence, an appointee of the chairman of the meeting shall serve as secretary of each meeting of the Executive Committee.

SECTION 3.3. Quorum and Manner of Acting: To constitute a quorum of the Executive Committee for the transaction of business at any meeting, a majority of the members shall be present and the act of a majority of such quorum shall constitute the act of the Executive Committee. The Executive Committee shall keep a record of its acts and proceedings and shall report thereon to the Board of Directors at its regular meeting held next after they shall have been taken.

SECTION 3.4. Removal: Any member of the Executive Committee, other than the Chairman of the Board or the President, may be removed with or without cause by resolution of the Board of Directors, adopted by at least a majority of the entire Board.

SECTION 3.5. Vacancies: Vacancies in the Executive Committee shall be filled in the same manner as for original appointment to membership.



ARTICLE IV.

OTHER COMMITTEES

SECTION 4.1. Appointment and Powers: The Board of Directors, by resolution adopted by at least a majority of the entire Board, may appoint 2 or more Directors to constitute one or more other committees to serve for such time and to exercise such powers and functions, subject to Section 141(c) of the Delaware Business Corporation Law, as the Board of Directors shall direct.

SECTION 4.2. Meetings: Each such committee may adopt rules governing the method of calling and time and place of holding its meetings and the conduct of the proceedings thereat but, in the absence of such rules, the meetings of such committee shall be called by any member of such committee by notice to each member of the time and place of holding the same, sent by mail, first class postage prepaid, at least 2 days before the time fixed for said meeting, or by prepaid telegram or cablegram at least one day before the time fixed for said meeting, or given personally at least one day before the time fixed for said meeting; such notice to be addressed to such member at his residence or usual place of business, unless the Corporation has been requested to send notices for him to another address, in which event such notice shall be addressed to such request. A chairman selected by such committee shall preside at all meetings of such committee, but, in his absence from any meeting, another member shall be chosen by the members present to preside. An appointee of the chairman of the meeting shall serve as secretary of each meeting of such committee.

SECTION 4.3. Quorum and Manner of Acting: To constitute a quorum of any such Committee for the transaction of business at any meeting, a majority of the members shall be present and the act of a majority of such quorum shall constitute the act of such Committee. Such Committee shall keep a record of its acts and proceedings and shall report thereon to the Board of Directors or Executive Committee whenever requested so to do.

SECTION 4.4. Removal: Any member of any such Committee, other than the Chairman of the Board or the President, may be removed with or without cause by resolution of the Board of Directors, adopted by at least a majority of the entire Board.

SECTION 4.5. Vacancies: Vacancies in any such committee shall be filled in the same manner as for original appointment to membership.

## ARTICLE V.

## OFFICERS

SECTION 5.1. Appointment: The Officers of the Corporation shall be a Chairman of the Board, Chief Executive Officer, Chief Operating Officer, President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as may be appointed or designated by the Board of Directors. Each of said officers shall be chosen by the Board of Directors to hold office until their respective successors are chosen and qualify. One person may hold any two or more offices except those of President and Secretary. No person shall be or become an officer of the Corporation, no matter what title he has or uses unless he is designated and elected as such officer by the Board of Directors.

SECTION 5.2. Powers and Duties: The powers and duties of the officers shall, subject to the provisions and control of the Board of Directors, be those usually appertaining to the respective offices and whatever other powers and duties are prescribed by these By-Laws or by the Board of Directors.

A. The Chairman of the Board: The Chairman of the Board shall be the Chief Executive Officer and shall preside at all meetings of shareholders and of the Board of Directors of this Corporation and shall perform such other duties as may be assigned to him by the Board of Directors.

B. Vice Chairman of the Board: The Vice Chairman of the Board shall perform duties assigned to him by the Board of Directors or delegated to him by the Chairman of the Board, and shall in the absence of the Chairman of the Board, perform the duties of the Chairman of the Board and, when so acting, shall have the powers appertaining to the performance of those duties.

C. The President: The President shall be the Chief Operating Officer and shall have general and active control over the affairs and business of the Corporation and supervision of its several officers, subject always to the control of the Board of Directors.

D. Vice Presidents: The Vice Presidents shall perform duties assigned to them by the Board of Directors or delegated to them by the President and, in order of seniority as designated by the Board of Directors, shall, in the absence of the President, perform as well the duties of the President's office and, when so acting, shall have the powers appertaining to the performance of those duties.



E. Secretary: The Secretary shall keep the minutes of the meetings of the Board of Directors and of the shareholders and shall be the custodian of all corporate records. He shall be assisted, and in his absence his duties shall be performed, by Assistant Secretaries, if any.

F. Treasurer: The Treasurer shall have charge of corporate funds and shall keep a record of the assets and indebtedness of the Corporation. He shall be assisted, and in his absence his duties still be performed, by an Assistant Treasurer, if any. He shall be required to give bond, at the discretion of the Board of Directors, for the faithful discharge of these duties.

SECTION 5.3. Removal: Any officer may be removed with or without cause by resolution of the Board of Directors.

SECTION 5.4. Vacancies: Vacancies shall be filled in the same manner as for original appointment to office.

SECTION 5.5. Salaries: The salaries of all officers shall be fixed by the Board of Directors and no officer shall be precluded from receiving a salary because he is also a Director.

## ARTICLE VI.

## CORPORATE INSTRUMENTS AND OBLIGATIONS

SECTION 6.1. Loans, Checks, Drafts and Endorsements: No loans shall be contracted on behalf of the Corporation unless authorized by resolution of the Board of Directors. All checks, drafts and other orders for the payment of money, notes, acceptances and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officers or agents and in such manner as shall be determined from time to time by resolution of the Board of Directors. Endorsements for the deposit to the credit of the Corporation in any of its duly authorized depositaries may be made by hand stamped legend in the name of the Corporation or by written endorsement without countersignature.

SECTION 6.2. Sale or Transfer of Securities: Certificates for shares or bonds or other securities owned or held by the Corporation may be sold or otherwise disposed of and transferred pursuant to resolution (either general or special) of the Board of Directors and, when so authorized to be sold or otherwise disposed of, may be transferred from the name of the Corporation by the signature of the President, any Vice President, the Treasurer or an Assistant Treasurer.

SECTION 6.3. Appointment of Proxies: The President or, in his absence, any Vice President may appoint any person to



act and vote on behalf of the Corporation at any meeting of the shareholders of any corporation in which the Corporation holds shares or by his signature may appoint in the name and on behalf of the Corporation a proxy to attend and act and vote in respect of such shares at any such meeting.

## ARTICLE VII.

## CORPORATE SEAL

SECTION 7.1. Corporate Seal: The seal of the Corporation shall be circular in form and shall bear, in addition to any other emblem or device approved by the Board of Directors, the name of the Corporation, the year of its incorporation and the words "Corporate Seal" or "Seal".

ARTICLE VIII.

CAPITAL STOCK

SECTION 8.1. Certificates: Certificates for shares of the Corporation shall be in form approved by the Board of Directors. Such certificates shall bear the seal of the Corporation (which may be engraved or printed) and shall be signed by the President or any Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or one of its employees.

SECTION 8.2. Shareholders of Record: For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than 50 nor less than 10 days before the date of such meeting, nor more than 50 days prior to any other action.

If no record date is so fixed by the Board of Directors, (a) the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is not given by reason of due waiver thereof, the day on which the meeting is held, and (b) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted.



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A determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders, made in accordance with this Section, shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date under this Section for the adjourned meeting.

SECTION 8.3. Transfer: Transfer of shares shall be made upon the record of shareholders of the Corporation by the shareholder of record of said shares or by such shareholder's authorized attorney-in-fact, upon surrender of the certificate or certificates for such shares. At any time the person in whose name shares are recorded upon the Corporation's record of shareholders shall, so far as the Corporation is concerned, be deemed the holder of said shares.

SECTION 8.4. Lost, Stolen, or Destroyed Certificates: Lost, stolen or destroyed certificates may be replaced by the Corporation by new certificates for the same number of shares; provided, however, that the Corporation shall have received due and prompt notice of the loss, theft or destruction and, provided further, that the Corporation shall have been furnished with satisfactory evidence of such loss, theft or destruction and with security sufficient, in the determination of the Board of Directors, to indemnify the Corporation and its transfer agents and registrars, if any, against any claim which might be made by reason of the issue of new certificates for the same shares. A new certificate may, however, be issued without requiring such security when, in the judgment of the Board of Directors, it is proper to do so.

SECTION 8.5. Examination of Record of Shareholders: The record of shareholders of the Corporation shall be open for inspection only as prescribed by law.

ARTICLE IX.

WAIVER OF NOTICE OF MEETINGS; ADJOURNMENTS

SECTION 9.1. Waiver: Notice of any meeting need not be given to any person entitled to notice of such meeting who submits, either before or after the meeting, a signed waiver of notice, which, in the case of a shareholder, may be signed by its proxy. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him. The attendance of any Director at a meeting of the Board of Directors without protesting, prior thereto or at its commencement, shall constitute a waiver of notice by him.

SECTION 9.2. Adjourned Meeting: When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at



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which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment of a meeting of shareholders the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice under these By-Laws.

ARTICLE X.

INDEMNIFICATION

SECTION 10.1. Any person made, or threatened to be made, a party to any action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, is or was a director or officer of the Corporation or serves or served any other corporation in any capacity at the request of the Corporation, shall be indemnified by the Corporation, and the Corporation may advance his related expenses, to the full extent permitted by law.

ARTICLE XI.

MISCELLANEOUS

SECTION 11.1. Books of Account: Books of account and corporate records shall be open to the inspection of shareholders or others only to the extent required by statute or to the further extent authorized or permitted by the Board of Directors.

SECTION 11.2. Dividends: Dividends shall be declared only after provision has been made for working capital and reserves in accordance with the best judgment of the Board of Directors.

SECTION 11.3. The Fiscal Year: The fiscal year of the Corporation shall begin July 1st and end on June 30th.

ARTICLE XII.

AMENDMENTS

SECTION 12.1. Amendments: These By-Laws may be amended or repealed, and new By-Laws may be adopted, (a) by vote of the holders of the shares at the time entitled to vote in the election of any Directors, at any annual meeting of the shareholders, or at any special meeting of the shareholders called for that purpose, or (b) by the Board of Directors. Any By-Law adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon as herein provided, but a By-Law adopted by the shareholders may provide that such By-Law shall not be subject to amendment or repeal by the Board. If any By-Law regulating an impending election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the



notice of the next meeting of the shareholders for the election of Directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made.

**Exhibit 3.54**

***State of Delaware***

***Office of the Secretary of State***

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TISHMAN CONSTRUCTION CORPORATION OF NEW YORK", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 1998, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

/s/ Edward J. Freel
*Edward J. Freel, Secretary of State*

AUTHENTICATION: 9167432

DATE: 06-29-98

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981250908



**CERTIFICATE OF INCORPORATION**

**OF**

**TISHMAN CONSTRUCTION CORPORATION OF NEW YORK**

*** * * * * ***

**ARTICLE I**

The name of the corporation (the "Corporation") is: Tishman Construction Corporation of New York:

**ARTICLE II**

The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle, in the State of Delaware. The name of the Corporation's registered agent at such address is Corporation Service Company.

**ARTICLE III**

The nature of the business and purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**ARTICLE IV**

The total authorized capital stock of the Corporation shall be one thousand (1,000) shares of Common Stock, no par value.

**ARTICLE V**

The name and mailing address of the incorporator is as follows:

Erin Connolly Kohler
Willkie Farr & Gallagher
787 Seventh Avenue
New York, New York 10C19-6099

**ARTICLE VI**

The Corporation is to have perpetual existence.

**ARTICLE VII**

In furtherance and not in limitation of the powers conferred by statute, the Bylaws of the Corporation may be made, altered, amended or repealed by the stockholders or by the Board of Directors.

**ARTICLE VIII**

Elections of directors need not be by written ballot.

**ARTICLE IX**

The Corporation shall indemnify to the fullest extent permitted under and in accordance with the laws of the State of Delaware 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 by reason of the fact that he 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, officer, trustee, employee or agent or in any other capacity with 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 him in connection with such action, suit or proceeding if he acted in good faith and in a manner he 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 his conduct was unlawful.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding to the fullest extent permitted under and in accordance with the laws of the State of Delaware.



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The indemnification and other rights set forth in this Article shall not be exclusive of any provisions with respect thereto in the Bylaws or any other contract or agreement between the Corporation and any officer, director, employee or agent of the Corporation.

Neither the amendment nor repeal of this Article nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article shall eliminate or reduce the effect of this Article in respect of any matter occurring before such amendment, repeal or adoption of an inconsistent provision or in respect of any cause of action, suit or claim relating to any such matter which would have given rise to a right of indemnification or right to receive expenses pursuant to this Article if such provision had not been so amended or repealed or if a provision inconsistent therewith had not been so adopted.

**ARTICLE X**

No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except for any matter in respect of which such director (A) shall be liable under Section 174 of the General Corporation Law of the State of Delaware or any amendment thereto or successor provision thereto, or (B) shall be liable by reason that, in addition to any and all other requirements for liability, he:

(i) shall have breached his duty of loyalty to the Corporation or its stockholders;

(ii) shall not have acted in good faith or, in failing to act, shall not have acted in good faith;

(iii) shall have acted in a manner involving intentional misconduct or a knowing violation of law or, in failing to act, shall have acted in a manner involving intentional misconduct or a knowing violation of law; or

(iv) shall have derived an improper personal benefit.

If the General Corporation Law of the State of Delaware is amended after the date of the filing of this Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.



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**ARTICLE XI**

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books 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 Bylaws of the Corporation.

**ARTICLE XII**

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the 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 the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the DGCL or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the DGCL, order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the 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 the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a 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 stockholders or class of stockholders of the Corporation, as the case may be, and also on the Corporation.

**ARTICLE XIII**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in any manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the incorporator hereinbefore named, for the purposes of forming a corporation pursuant to the General Corporation Law of the State of Delaware makes this



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Certificate, hereby declaring and certifying that this is her act and deed and the facts herein stated are true and, accordingly, has hereunto set her hand this 26th day of June, 1998.

/s/ Erin Connolly Kohler
Erin Connolly Kohler
Incorporator

**Exhibit 3.55**

Date of Incorporation: 6/26/98 State of Incorporation: DE

TISHMAN CONSTRUCTION CORPORATION OF NEW YORK

6/26/98

BY - LAWS

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BY-LAWS

OF

TISHMAN CONSTRUCTION CORPORATION OF NEW YORK

ARTICLE I.

SHAREHOLDERS' MEETINGS

SECTION 1.1. Annual Meeting: The annual meeting of shareholders, for the election of Directors and the transaction of such other business as may properly come before said meeting, shall be held at the principal office of the Parent Company of this Corporation in the Borough of Manhattan, City, County and State of New York, at eleven o'clock, A.M., on the last Tuesday in March in each year, or, if such day be a legal holiday, on the next succeeding business day.

SECTION 1.2. Special Meetings: Special meetings of shareholders, unless otherwise regulated by statute, may be held at any time, pursuant to the notice provided in Section 1.4 hereof, when called by the Chairman of the Board or the President and the President shall call such a meeting when requested by resolution of the Board of Directors or by a writing signed by 3 Directors or by shareholders of record holding 10% of the outstanding shares of the Corporation entitled to vote at the meeting so called. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be confined to the purpose or purposes stated in the notice provided in Section 1.4 hereof.

SECTION 1.3. Place of Meeting: All special meetings of shareholders, shall be at the principal office of the Parent Company of this Corporation in the Borough of Manhattan, City, County and State of New York, or such other place within or without the State of New York as may be fixed by the Board of Directors.

SECTION 1.4. Notice: Written notice of each meeting of shareholders shall be given to each shareholder entitled to vote at such meeting which shall state the place, date and hour of the meeting and, unless it is the annual meeting, indicate that the notice is being issued by or at the direction of the person or persons calling the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. If, at any meeting, action is proposed to be taken which would, if taken, entitle shareholders fulfilling the requirements of Section 262 of the Delaware Business Corporation Law to receive payment for their shares, the notice of such meeting shall include a statement of that purpose and to that

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effect. A copy of the notice of any meeting shall be given, personally or by mail, not less than 10 nor more than 50 days before the date of the meeting, to each shareholder entitled to receive such notice. If mailed, such notice shall be given by depositing in the United States mail, with first class postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the Secretary of the Corporation a written request that notices to him be mailed to some other address, then directed to him at such other address. Notice requirements for adjourned meetings are set forth in Section 9.2 hereof.

SECTION 1.5. Quorum: At each meeting of shareholders there must be present to constitute a quorum for the transaction of the business, except as otherwise required by statute, in person and/or by proxy, shareholders of record owning at least a majority of the outstanding shares of the Corporation entitled to vote at such meeting. If a quorum be lacking, the shareholders present and entitled to vote, from time to time, by vote of a majority of them, may adjourn the meeting to a future day certain.

SECTION 1.6. Voting: At each meeting of shareholders every shareholder of record of shares entitled to vote thereat may be present and vote such shares in person or by proxy signed by such shareholder or by such shareholder's authorized attorney-in-fact. Such instrument of proxy shall be filed with the secretary of the meeting at which the proxy votes thereunder. No instrument of proxy shall be voted on after 11 months from the date thereof unless otherwise specified in the instrument of proxy. The voting at any meeting of shareholders need not be by ballot (unless so required by statute) but it shall be by ballot if any qualified voter present so requests. Each ballot shall be signed by the shareholder voting or in his name and by his proxy and shall state the number of shares voted thereby. Shares of its own belonging to the Corporation shall not be voted upon either directly or indirectly. Whenever Directors are to be elected by the shareholders, they shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election. Whenever any corporate action, other than the election of Directors, is to be taken by vote of the shareholders, it shall, except as otherwise required by law, be authorized by the affirmative vote of the majority of shares entitled to vote thereon. Except as otherwise provided by law, every holder of record of shares of the Corporation entitled to vote on any matter at any meeting of shareholders shall be entitled to one vote for every such share standing in his name on the record of shareholders

of the Corporation on the record date for the determination of the shareholders entitled to vote at the meeting. Inspectors of an election at any shareholders' meeting may be appointed in advance of such meeting by the Board of Directors.



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SECTION 1.7. List of Shareholders: A list of the shareholders eligible to vote shall be open to inspection by shareholders at every meeting of shareholders.

SECTION 1.8. Organization: At every meeting of shareholders the presiding officer shall be the Chairman of the Board or, in his absence, the Vice Chairman of the Board or, in his absence, the President or, in their absence, a Vice President in the order of seniority as designated by the Board or, in the absence of all these officers, a chairman chosen by the shareholders present in person and by proxy. The Secretary or, in his absence, an Assistant Secretary or, in their absence, an appointee of the chairman of the meeting shall act as secretary of the proceedings thereat.

SECTION 1.9. Written Consent of Shareholders in Lieu of a Meeting: Any action required or permitted to be taken by the shareholders may be taken without a meeting if all shareholders consent in writing to the adoption of a resolution authorizing such action. Each resolution so adopted and the written consents thereto by the shareholders shall be filed with the minutes of the proceedings of the shareholders.

## ARTICLE II.

## BOARD OF DIRECTORS

SECTION 2.1. Number, Election and Term of Directors: The original number of Directors shall be Three (3). Thereafter, the number of Directors may be changed as hereinafter provided, but in no case shall be less than One (1). The number of Directors may be changed at any time and from time to time at any annual or special meeting of the shareholders by vote of the shareholders entitled to vote for the election of Directors, or at any meeting of the Board by the vote of a majority of the entire Board, except that no decrease shall shorten the term of any incumbent Director. The Directors shall be elected at the annual meeting of shareholders, or at a special meeting of shareholders held for that purpose. Each Director shall hold office from the time of his election and qualification until the annual meeting of shareholders next succeeding his election and until his successor shall have been elected and shall have qualified. If a vacancy arises due to the death of a director, the new director shall be elected at the next annual meeting. If there are two or more such vacancies, new Director shall be elected at a special meeting of the shareholders no later than 60 days after the occurrence of the second vacancy.

All of the Directors shall be of full age. Directors need not be shareholders.

SECTION 2.2. Time and Place of Meetings: As promptly as reasonably possible after the adjournment of the annual meeting of shareholders, the Board of Directors shall meet for



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the purpose of organization and the appointment of officers and committees for the ensuing year, such meeting to be held at the place where such meeting of shareholders was held. No notice of such annual meeting of the Board of Directors need be given. By resolution of the Board of Directors, the time of holding subsequent regular meetings of the Board of Directors may be fixed from time to time. At any time special meetings of the Board of Directors may be held, pursuant to the notice provided in Section 2.3 hereof, when called by the Chairman of the Board or Vice Chairman of the Board or the President or by a writing signed by 3 Directors. Meetings of the Board of Directors shall be held at the Corporation's principal office of the Parent Company in the Borough of Manhattan, City, County and State of New York, unless another place of meeting (which need not be in the State of New York) shall have been designated in the notice given to each Director.

SECTION 2.3. Notice: Notice shall be given to each Director of the time and place of each regular and special meeting of the Board of Directors, other than its annual meeting, by mail, first class postage prepaid, at least 3 days before the time fixed for said meeting, or by prepaid telegram or cablegram, at least 2 days before the time fixed for said meeting; such notice to be addressed to such Director at his residence or usual place of business, unless the Corporation has been requested to send notices for him to another address, in which event such notice shall be addressed according to such request.

SECTION 2.4. Quorum and Manner of Acting: A majority of the entire Board must be present to constitute a quorum for the transaction of business at such meeting; but, if a quorum be lacking, a majority of the Directors present from time to time may adjourn the meeting not beyond 10 days at any one time. The act of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board of Directors.

SECTION 2.5. Resignations: A Director may resign at any time by giving notice of his resignation to the Secretary and such resignation, unless specifically contingent upon its acceptance, will be effective as of its date or as of its effective date specified therein.

SECTION 2.6. Removal of Directors: Any Director may be removed either with or without cause at any time, at a special meeting of shareholders called for that purpose, by a majority of votes cast by holders of shares entitled to vote thereon.

SECTION 2.7. Vacancies: Any vacancy in the Board of Directors occasioned by the death, resignation or disqualification of a Director, or by the removal of a Director by the shareholders where the vacancy caused thereby is not filled by the shareholders as hereinafter provided, may be filled for the unexpired portion of the term of office of the Director



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whose office has become vacant by the Board of Directors by the vote of a majority of the Directors then in office at any regular or special meeting. Whenever the number of Directors shall have been increased, the additional Directors may be elected by the vote of a majority of the Directors in office at the time of the increase. Any vacancy occurring in the Board of Directors through the removal of a Director by the shareholders may be filled by a plurality of votes cast by holders of shares entitled to vote thereon at the same meeting at which the removal is effected.

SECTION 2.8. Compensation: Directors may receive compensation for services to the Corporation in their capacities as Directors or otherwise in such manner and in such amounts as may be fixed from time to time by the Board.

SECTION 2.9. Proceedings: Proceedings of the Board of Directors and the order of business at its meetings shall be governed by its own regulations, not inconsistent with law and these By-Laws. Each meeting of the Board of Directors shall be presided over by the Chairman of the Board, or, in his absence, by the Vice Chairman of the Board, or, in his absence, by the President or, in their absence, by a Vice President in the order of seniority as designated by the Board of Directors, or, in the absence of all of said officers, by a chairman chosen by the Directors present. The Secretary or an Assistant Secretary, or, in their absence, an appointee of the chairman of the meeting shall serve as secretary of each meeting of the Board of Directors.

SECTION 2.10. Powers: The powers of the Board of Directors shall be the powers of the Corporation, except as expressly abridged by statute or by the Corporation's Certificate of Incorporation or these By-Laws.

SECTION 2.11. Participation by Telephone: Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

SECTION 2.12. Written Consent of Directors in Lieu of a Meeting: Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a resolution authorizing such action. Each resolution so adopted and the written consents thereto by members of the Board shall be filed with the minutes of the proceedings of the Board.



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ARTICLE III.

EXECUTIVE COMMITTEE

SECTION 3.1. Appointment and Powers: The Board of Directors, by resolution adopted by at least a majority of the entire Board, may appoint from its number 2 or more Directors to constitute an Executive Committee of the Board of Directors. Subject to Section 141(c) of the Delaware Business Corporation Law, the Executive Committee shall have all the authority of the Board and may exercise such authority in the intervals between meetings of the Board of Directors.

SECTION 3.2. Meetings: The Executive Committee may adopt rules governing the method of calling and time and place of holding its meetings and the conduct of the proceedings thereat but, in the absence of such rules, the meetings of the Executive Committee shall be called by any member of the Executive Committee by notice to each member of the time and place of holding the same, sent by mail, first class postage prepaid, at least 2 days before the time fixed for said meeting, or by prepaid telegram or cablegram at least one day before the time fixed for said meeting, or given personally at least one day before the time fixed for said meeting; such notice to be addressed to such member at his residence or usual place of business, unless the Corporation has been requested to send notice for him to another address, in which event such notice shall be addressed according to such request. A chairman selected by the Executive Committee shall preside at all meetings of the Executive Committee, but, in his absence from any meeting, another member shall be chosen by the members present to preside. The Secretary or an Assistant Secretary, or, in their absence, an appointee of the chairman of the meeting shall serve as secretary of each meeting of the Executive Committee.

SECTION 3.3. Quorum and Manner of Acting: To constitute a quorum of the Executive Committee for the transaction of business at any meeting, a majority of the members shall be present and the act of a majority of such quorum shall constitute the act of the Executive Committee. The Executive Committee shall keep a record of its acts and proceedings and shall report thereon to the Board of Directors at its regular meeting held next after they shall have been taken.

SECTION 3.4. Removal: Any member of the Executive Committee, other than the Chairman of the Board or the President, may be removed with or without cause by resolution of the Board of Directors, adopted by at least a majority of the entire Board.

SECTION 3.5. Vacancies: Vacancies in the Executive Committee shall be filled in the same manner as for original appointment to membership.



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ARTICLE IV.

OTHER COMMITTEES

SECTION 4.1. Appointment and Powers: The Board of Directors, by resolution adopted by at least a majority of the entire Board, may appoint 2 or more Directors to constitute one or more other committees to serve for such time and to exercise such powers and functions, subject to Section 141(c) of the Delaware Business Corporation Law, as the Board of Directors shall direct.

SECTION 4.2. Meetings: Each such committee may adopt rules governing the method of calling and time and place of holding its meetings and the conduct of the proceedings thereat but, in the absence of such rules, the meetings of such committee shall be called by any member of such committee by notice to each member of the time and place of holding the same, sent by mail, first class postage prepaid, at least 2 days before the time fixed for said meeting, or by prepaid telegram or cablegram at least one day before the time fixed for said meeting, or given personally at least one day before the time fixed for said meeting; such notice to be addressed to such member at his residence or usual place of business, unless the Corporation has been requested to send notices for him to another address, in which event such notice shall be addressed to such request. A chairman selected by such committee shall preside at all meetings of such committee, but, in his absence from any meeting, another member shall be chosen by the members present to preside. An appointee of the chairman of the meeting shall serve as secretary of each meeting of such committee.

SECTION 4.3. Quorum and Manner of Acting: To constitute a quorum of any such Committee for the transaction of business at any meeting, a majority of the members shall be present and the act of a majority of such quorum shall constitute the act of such Committee. Such Committee shall keep a record of its acts and proceedings and shall report thereon to the Board of Directors or Executive Committee whenever requested so to do.

SECTION 4.4. Removal : Any member of any such Committee, other than the Chairman of the Board or the President, may be removed with or without cause by resolution of the Board of Directors, adopted by at least a majority of the entire Board.

SECTION 4.5. Vacancies: Vacancies in any such committee shall be filled in the same manner as for original appointment to membership.



ARTICLE V.

OFFICERS

SECTION 5.1. Appointment: The Officers of the Corporation shall be a Chairman of the Board, Chief Executive Officer, Chief Operating Officer, President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers as may be appointed or designated by the Board of Directors. Each of said officers shall be chosen by the Board of Directors to hold office until their respective successors are chosen and qualify. One person may hold any two or more offices except those of President and Secretary. No person shall be or become an officer of the Corporation, no matter what title he has or uses unless he is designated and elected as such officer by the Board of Directors.

SECTION 5.2. Powers and Duties: The powers and duties of the officers shall, subject to the provisions and control of the Board of Directors, be those usually appertaining to the respective offices and whatever other powers and duties are prescribed by these By-Laws or by the Board of Directors.

A. The Chairman of the Board: The Chairman of the Board shall be the Chief Executive Officer and shall preside at all meetings of shareholders and of the Board of Directors of this Corporation and shall perform such other duties as may be assigned to him by the Board of Directors.

B. Vice Chairman of the Board: The Vice Chairman of the Board shall perform duties assigned to him by the Board of Directors or delegated to him by the Chairman of the Board, and shall in the absence of the Chairman of the Board, perform the duties of the Chairman of the Board and, when so acting, shall have the powers appertaining to the performance of those duties.

C. The President: The President shall be the Chief Operating Officer and shall have general and active control over the affairs and business of the Corporation and supervision of its several officers, subject always to the control of the Board of Directors.

D. Vice Presidents: The Vice Presidents shall perform duties assigned to them by the Board of Directors or delegated to them by the President and, in order of seniority as designated by the Board of Directors, shall, in the absence of the President, perform as well the duties of the President’s office and, when so acting, shall have the powers appertaining to the performance of those duties.



E. Secretary: The Secretary shall keep the minutes of the meetings of the Board of Directors and of the shareholders and shall be the custodian of all corporate records. He shall be assisted, and in his absence his duties shall be performed, by Assistant Secretaries, if any.

F. Treasurer: The Treasurer shall have charge of corporate funds and shall keep a record of the assets and indebtedness of the Corporation. He shall be assisted, and in his absence his duties still be performed, by an Assistant Treasurer, if any. He shall be required to give bond, at the discretion of the Board of Directors, for the faithful discharge of these duties.

SECTION 5.3. Removal: Any officer may be removed with or without cause by resolution of the Board of Directors.

SECTION 5.4. Vacancies: Vacancies shall be filled in the same manner as for original appointment to office.

SECTION 5.5. Salaries: The salaries of all officers shall be fixed by the Board of Directors and no officer shall be precluded from receiving a salary because he is also a Director.

ARTICLE VI.

CORPORATE INSTRUMENTS AND OBLIGATIONS

SECTION 6.1. Loans, Checks, Drafts and Endorsements: No loans shall be contracted on behalf of the Corporation unless authorized by resolution of the Board of Directors. All checks, drafts and other orders for the payment of money, notes, acceptances and other evidences of indebtedness issued in the name of the Corporation shall be signed by such officers or agents and in such manner as shall be determined from time to time by resolution of the Board of Directors. Endorsements for the deposit to the credit of the Corporation in any of its duly authorized depositaries may be made by hand stamped legend in the name of the Corporation or by written endorsement without countersignature.

SECTION 6.2. Sale or Transfer of Securities: Certificates for shares or bonds or other securities owned or held by the Corporation may be sold or otherwise disposed of and transferred pursuant to resolution (either general or special) of the Board of Directors and, when so authorized to be sold or otherwise disposed of, may be transferred from the name of the Corporation by the signature of the President, any Vice President, the Treasurer or an Assistant Treasurer.

SECTION 6.3. Appointment of Proxies: The President or, in his absence, any Vice President may appoint any person to



act and vote on behalf of the Corporation at any meeting of the shareholders of any corporation in which the Corporation holds shares or by his signature may appoint in the name and on behalf of the Corporation a proxy to attend and act and vote in respect of such shares at any such meeting.

ARTICLE VII.

CORPORATE SEAL

SECTION 7.1. Corporate Seal: The seal of the Corporation shall be circular in form and shall bear, in addition to any other emblem or device approved by the Board of Directors, the name of the Corporation, the year of its incorporation and the words "Corporate Seal" or "Seal".

ARTICLE VIII.

CAPITAL STOCK

SECTION 8.1. Certificates: Certificates for shares of the Corporation shall be in form approved by the Board of Directors. Such certificates shall bear the seal of the Corporation (which may be engraved or printed) and shall be signed by the President or any Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation itself or one of its employees.

SECTION 8.2. Shareholders of Record: For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than 50 nor less than 10 days before the date of such meeting, nor more than 50 days prior to any other action.

If no record date is so fixed by the Board of Directors, (a) the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is not given by reason of due waiver thereof, the day on which the meeting is held, and (b) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the resolution of the Board of Directors relating thereto is adopted.



A determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders, made in accordance with this Section, shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date under this Section for the adjourned meeting.

SECTION 8.3. Transfer: Transfer of shares shall be made upon the record of shareholders of the Corporation by the shareholder of record of said shares or by such shareholder's authorized attorney-in-fact, upon surrender of the certificate or certificates for such shares. At any time the person in whose name shares are recorded upon the Corporation's record of shareholders shall, so far as the Corporation is concerned, be deemed the holder of said shares.

SECTION 8.4. Lost, Stolen, or Destroyed Certificates: Lost, stolen or destroyed certificates may be replaced by the Corporation by new certificates for the same number of shares; provided, however, that the Corporation shall have received due and prompt notice of the loss, theft or destruction and, provided further, that the Corporation shall have been furnished with satisfactory evidence of such loss, theft or destruction and with security sufficient, in the determination of the Board of Directors, to indemnify the Corporation and its transfer agents and registrars, if any, against any claim which might be made by reason of the issue of new certificates for the same shares. A new certificate may, however, be issued without requiring such security when, in the judgment of the Board of Directors, it is proper to do so.

SECTION 8.5. Examination of Record of Shareholders: The record of shareholders of the Corporation shall be open for inspection only as prescribed by law.

ARTICLE IX.

WAIVER OF NOTICE OF MEETINGS; ADJOURNMENTS

SECTION 9.1. Waiver: Notice of any meeting need not be given to any person entitled to notice of such meeting who submits, either before or after the meeting, a signed waiver of notice, which, in the case of a shareholder, may be signed by its proxy. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him. The attendance of any Director at a meeting of the Board of Directors without protesting, prior thereto or at its commencement, shall constitute a waiver of notice by him.

SECTION 9.2. Adjourned Meeting: When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at



which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment of a meeting of shareholders the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record on the new record date entitled to notice under these By-Laws.

ARTICLE X.

INDEMNIFICATION

SECTION 10.1. Any person made, or threatened to be made, a party to any action or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, is or was a director or officer of the Corporation or serves or served any other corporation in any capacity at the request of the Corporation, shall be indemnified by the Corporation, and the Corporation may advance his related expenses, to the full extent permitted by law.

## ARTICLE XI.

## MISCELLANEOUS

SECTION 11.1. Books of Account: Books of account and corporate records shall be open to the inspection of shareholders or others only to the extent required by statute or to the further extent authorized or permitted by the Board of Directors.

SECTION 11.2. Dividends: Dividends shall be declared only after provision has been made for working capital and reserves in accordance with the best judgment of the Board of Directors.

SECTION 11.3. The Fiscal Year: The fiscal year of the Corporation shall begin July 1st and end on June 30th.

## ARTICLE XII.

## AMENDMENTS

SECTION 12.1. Amendments: These By-Laws may be amended or repealed, and new By-Laws may be adopted, (a) by vote of the holders of the shares at the time entitled to vote in the election of any Directors, at any annual meeting of the shareholders, or at any special meeting of the shareholders called for that purpose, or (b) by the Board of Directors. Any By-Law adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon as herein provided, but a By-Law adopted by the shareholders may provide that such By-Law shall not be subject to amendment or repeal by the Board. If any By-Law regulating an impending election of Directors is adopted, amended or repealed by the Board, there shall be set forth in the



notice of the next meeting of the shareholders for the election of Directors the By-Law so adopted, amended or repealed, together with a concise statement of the changes made.

**Exhibit 3.82**

*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 06:06 PM 02/02/2010*
*FILED 05:58 PM 02/02/2010*
*SRV 100101363 – 4784548 FILE*

**CERTIFICATE OF INCORPORATION**
**OF**
**WASHINGTON GROUP AFGHANISTAN, INC.**

**ARTICLE I**

The name of the corporation is Washington Group Afghanistan, Inc.

**ARTICLE II**

The address of its registered agent in the State of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Center.

**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 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 shares shall be one cent ($.01).

**ARTICLE V**

The name and mailing address of the incorporator is:

Kristin L. Jones
URS Corporation
600 Montgomery Street, 25th Floor
San Francisco, California 94111

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**ARTICLE VI**

In furtherance and not in limitation of the power 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 benefit.

I, THE UNDERSIGNED, being the sole incorporator hereinbefore names, 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 2nd day of February, 2010.

By: /s/ Kristin L. Jones
Kristin L. Jones
Incorporator

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 12:34 PM 02/16/2010*
*FILED 12:19 PM 02/16/2010*

*SRV 100146950 – 4784548 FILE*

**CERTIFICATE OF AMENDMENT**
**OF**
**CERTIFICATE OF INCORPORATION**

* * * * *

Washington Group Afghanistan, 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, adopted 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 Group Afghanistan, Inc. be amended by changing the first Article thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is WGI Afghanistan, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholder has given 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 Washington Group Afghanistan, Inc. has caused this certificate to be signed by Kristin L. Jones, its Assistant Secretary , this 16th day of February, 2010.

By: /s/ Kristin L. Jones
Assistant Secretary

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*State of Delaware*
*Secretary of State*
*Division of Corporations*
*Delivered 03:07 PM 03/26/2013*
*FILED 02:46 PM 03/26/2013*
*SRV 130360664 – 4784548 FILE*

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WGI AFGHANISTAN, INC.

* * * * *

WGI Afghanistan, 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 WGI Afghanistan, 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 URS FS Commercial Operations, Inc."

SECOND: That the sole stockholder has given 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 Section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said WGI Afghanistan, Inc. has caused this certificate to be signed by Kristin L. Jones, its Assistant Secretary this 26th day of March, 2013.

By: /s/ Kristin L. Jones
Kristin L. Jones
Assistant Secretary

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**Exhibit 3.83**

**BY-LAWS**
**OF**
**URS FS COMMERICAL OPERATIONS, INC.**

A Delaware corporation

ARTICLE I

OFFICES

Section 1. The registered office of URS FS Commercial Operations, Inc. (the "Corporation") shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. 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. Meetings of stockholders shall be held at any place within or outside the State of Delaware designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the Corporation.

Section 2. 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. 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 law, by the Certificate of Incorporation, or by these By-Laws. 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. 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

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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. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or the Certificate of Incorporation, or these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 5. 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 him by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. 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. 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 V, Section 6 hereof. All elections shall be had and all questions decided by a plurality vote.

Section 6. 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. 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, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty 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. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten 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 of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of

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the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 9. Unless otherwise provided in the Certificate or 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. Prompt notice of the taking of the corporate acting without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. The authorized number of directors shall be determined from time to time by resolution of the Board of Directors, provided that the Board of Directors shall consist of at least one member. 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; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of stockholders by a majority of the stock represented and entitled to vote thereat.

Section 2. 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. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner replaced by a vote of the shareholders. If there are no directors in office, then an election of directors may be held in the manner provided by statute. 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 of the total number of the shares 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. 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 By-Laws 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 Certificate

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of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders.

Section 4. 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 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 of the Board of Directors may be called by the President on forty-eight hours' notice to each director, either personally or by mail 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.

Section 7. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and 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 statute, by the Certificate of Incorporation or by these By-Laws. 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. At any meeting, a director shall have the right to be accompanied by counsel provided that such counsel shall agree to any confidentiality restrictions reasonably imposed by the Corporation.

Section 8. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, 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 9. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, 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 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 such meeting.

Section 10. The Board of Directors may, by resolution passed by a majority of the whole Board, 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 he or they 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

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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 the 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 By-Laws of the Corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, 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.

Section 13. The Corporation shall indemnify every person who is or was 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 a director or officer of the Corporation or, while a director or officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, 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 full extent permitted by applicable law.

## ARTICLE IV
## OFFICERS

Section 1. The officers of this corporation shall be chosen by the Board of Directors and shall include a President, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the Board of Directors, such other officers as are desired, including a Chairman of the Board, 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 By-Laws otherwise provide.

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Section 2. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the Corporation.

Section 3. 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. The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

Section 5. The officers of the Corporation shall hold office 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 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 as prescribed by these By-Laws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the Corporation and 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 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. 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 be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President and Chief Executive Officer of corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

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 By-Laws. He shall keep in

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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

## CERTIFICATES OF STOCK

Section 1. 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.

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Section 2. 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. 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 qualification, 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 General Corporation Law of Delaware, 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. 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 advertise the same in such manner as it shall require and/or 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. 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, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its book.

Section 6. 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 to express consent to corporate action in writing without a meeting, 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 nor less than ten days before the date of such meeting, nor more than sixty 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.

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Section 7. 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 laws of the State of Delaware.

## ARTICLE VI

## GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. 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. 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. 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. The fiscal year of the corporation shall be December 31.

Section 5. 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. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, 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 telegram.

Section 7. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

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Section 8. 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 VII

## AMENDMENTS

Section 1. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders or by the Board of Directors 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 By-Laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal By-Laws 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 By-Laws.

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**Exhibit 4.3**

SECOND SUPPLEMENTAL INDENTURE

SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture") dated as of June 3, 2015, among AECOM C&E, Inc., a Delaware corporation, AECOM Services, Inc., a California corporation, AECOM Special Missions Services, Inc., a Pennsylvania corporation, AECOM USA, Inc., a New York Corporation, EDAW, Inc., a Delaware corporation, MT Holding Corp., a Delaware corporation, McNeil Security, Inc., a Virginia corporation, and The Earth Technology Corporation (USA), a Delaware corporation (the "New Guarantors"), each a subsidiary of AECOM (formerly AECOM Technology Corporation), a Delaware corporation (the "Company"), the Company and U.S. Bank National Association, as trustee under the indenture referred to below (the "Trustee").

W I T N E S S E T H :

WHEREAS the Company and certain subsidiaries of the Company listed in Schedule I attached hereto (the "Existing Guarantors") have heretofore executed and delivered to the Trustee an Indenture, dated as of October 6, 2014 (as amended and supplemented from time to time, the "Indenture"), providing for the issuance of the Company's 5.750% Senior Notes due 2022 (the "2022 Notes") and 5.875% Senior Notes due 2024 (the "2024 Notes" and, together with the 2022 Notes, the "Notes");

WHEREAS Section 4.18 of the Indenture provides that under certain circumstances the Company is required to cause the New Guarantors to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantors shall unconditionally guarantee all the Company's obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01 (a)(7) of the Indenture, the Trustee and the Company are authorized to execute and deliver this Second Supplemental Indenture without the consent of holders of the Notes;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantors, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

1. AGREEMENT TO GUARANTEE. The New Guarantors hereby agree, jointly and severally with all the Existing Guarantors, to unconditionally guarantee the Company's obligations under the Notes on the terms and subject to the conditions set forth in Article Ten of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes.

2. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

3. GOVERNING LAW. THIS SECOND SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or the Subsidiary Guarantee for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantors and the Company. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee shall be applicable in respect of this Second Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

5. COUNTERPARTS. The parties may sign any number of copies of this Second Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange

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of copies of this Second Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Second Supplemental Indenture as to the parties hereto and may be used in lieu of the original Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not effect the construction thereof.

*[Signature page follows]*



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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date first above written.

**NEW GUARANTORS:**

AECOM C&E, INC.
AECOM SERVICES, INC.
AECOM SPECIAL MISSIONS SERVICES, INC.
AECOM USA, INC.
EDAW, INC.
MT HOLDING CORP.
MCNEIL SECURITY, INC.
THE EARTH TECHNOLOGY CORPORATION (USA)

By: /s/ Preston Hopson

Name: Preston Hopson
Title: Assistant Secretary

Signature Page to Supplemental Indenture

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AECOM

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Assistant Secretary

Signature Page to Supplemental Indenture

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U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Georgina Thomas
Name: Georgina Thomas
Title: Assistant Vice President

Signature Page to Supplemental Indenture

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**Exhibit 4.4**

THIRD SUPPLEMENTAL INDENTURE

THIRD SUPPLEMENTAL INDENTURE (this "Third Supplemental Indenture") dated as of June 19, 2015, among TISHMAN CONSTRUCTION CORPORATION OF NEW YORK, a Delaware corporation (the "New Guarantor"), a subsidiary of AECOM (formerly AECOM Technology Corporation), a Delaware corporation (the "Company"), the Company and U.S. Bank National Association, as trustee under the indenture referred to below (the "Trustee").

W I T N E S S E T H :

WHEREAS the Company and certain subsidiaries of the Company listed in Schedule I attached hereto (the "Existing Guarantors") have heretofore executed and delivered to the Trustee an Indenture, dated as of October 6, 2014 (as amended and supplemented from time to time, the "Indenture"), providing for the issuance of the Company's 5.750% Senior Notes due 2022 (the "2022 Notes") and 5.875% Senior Notes due 2024 (the "2024 Notes" and, together with the 2022 Notes, the "Notes");

WHEREAS Section 4.18 of the Indenture provides that under certain circumstances the Company is required to cause the New Guarantor to execute and deliver to the Trustee a supplemental indenture pursuant to which the New Guarantor shall unconditionally guarantee all the Company's obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein; and

WHEREAS pursuant to Section 9.01(a)(7) of the Indenture, the Trustee and the Company are authorized to execute and deliver this Third Supplemental Indenture without the consent of holders of the Notes;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the New Guarantor, the Company and the Trustee mutually covenant and agree for the equal and ratable benefit of the holders of the Notes as follows:

1. AGREEMENT TO GUARANTEE. The New Guarantor hereby agrees, jointly and severally with all the Existing Guarantors, to unconditionally guarantee the Company's obligations under the Notes on the terms and subject to the conditions set forth in Article Ten of the Indenture and to be bound by all other applicable provisions of the Indenture and the Notes.

2. RATIFICATION OF INDENTURE; SUPPLEMENTAL INDENTURES PART OF INDENTURE. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes, and every holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

3. GOVERNING LAW. THIS THIRD SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or the Subsidiary Guarantee for or in respect of the recitals contained herein, all of which recitals are made solely by the New Guarantor and the Company. All of the provisions contained in the Indenture in respect of the rights, privileges, protections, immunities, powers and duties of the Trustee shall be applicable in respect of this Third Supplemental Indenture as fully and with like force and effect as though fully set forth in full herein.

5. COUNTERPARTS. The parties may sign any number of copies of this Third Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. The exchange of copies of this Third Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

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6. EFFECT OF HEADINGS. The Section headings herein are for convenience only and shall not effect the construction thereof.

*[Signature page follows]*



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IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed as of the date first above written.

TISHMAN CONSTRUCTION CORPORATION OF NEW YORK

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Assistant Secretary



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AECOM

By: /s/ Preston Hopson
Name: Preston Hopson
Title: Assistant Secretary

Signature Page to Supplemental Indenture

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U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Bradley E. Scarbrough
Name: Bradley E. Scarbrough
Title: Vice President

Signature Page to Supplemental Indenture

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**Schedule I**

| | |
|---|---|
| AECOM GOVERNMENT SERVICES, INC. | URS FEDERAL SERVICES, INC. |
| AECOM TECHNICAL SERVICES, INC. | URS FEDERAL SERVICES INTERNATIONAL, INC. |
| TISHMAN CONSTRUCTION CORPORATION | URS FOX US LP |
| AMAN ENVIRONMENTAL CONSTRUCTION, INC. | URS GLOBAL HOLDINGS, INC. |
| B.P. BARBER & ASSOCIATES, INC. | URS GROUP, INC. |
| CLEVELAND WRECKING COMPANY | URS HOLDINGS, INC. |
| E.C. DRIVER & ASSOCIATES, INC. | URS INTERNATIONAL, INC. |
| EG&G DEFENSE MATERIALS, INC. | URS INTERNATIONAL PROJECTS, INC. |
| FORERUNNER CORPORATION | URS NUCLEAR LLC |
| LEAR SIEGLER LOGISTICS INTERNATIONAL, INC. | URS OPERATING SERVICES, INC. |
| RUST CONSTRUCTORS INC. | URS PROFESSIONAL SOLUTIONS LLC |
| URS ALASKA, LLC | URS RESOURCES, LLC |
| URS CONSTRUCTION SERVICES, INC. | WASHINGTON DEMILITARIZATION COMPANY, LLC |
| AECOM GLOBAL II, LLC | WASHINGTON GOV’T ENVIRONMENTAL SERVICES COMPANY |
| URS CORPORATION | WGI GLOBAL INC. |
| URS CORPORATION GREAT LAKES | AECOM C&E, INC. |
| URS CORPORATION SOUTHERN | AECOM SERVICES, INC. |
| URS CORPORATION-NEW YORK | AECOM SPECIAL MISSIONS SERVICES, INC. |
| URS CORPORATION-NORTH CAROLINA | AECOM USA, INC. |
| URS CORPORATION-OHIO | EDAW, INC. |
| URS E&C HOLDINGS, INC. | MT HOLDING CORP. |
| URS ENERGY & CONSTRUCTION, INC. | MCNEIL SECURITY, INC. |
| URS FS COMMERCIAL OPERATIONS, INC. | THE EARTH TECHNOLOGY CORPORATION (USA) |

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

333 South Grand Avenue
Los Angeles, CA 90071-3197
Tel 213.229.7000
www.gibsondunn.com

Client: 04631-00035

July 6, 2015

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 (i) $800,000,000 aggregate principal amount of the Company's 5.750% Senior Notes due 2022 (the "New 2022 Notes") and (ii) $800,000,000 aggregate principal amount of the Company's 5.875% Senior Notes due 2024 (the "New 2024 Notes" and, together with the New 2022 Notes, the "New Notes") in exchange for a like principal amount of the Company's outstanding 5.750% Senior Notes due 2022 (the "Old 2022 Notes") and 5.875% Senior Notes due 2024 (the "Old 2024 Notes" and, together with the Old 2022 Notes, the "Old Notes").

The New Notes are to be issued pursuant to the Indenture, dated as of October 6, 2014 (the "Base Indenture"), among the Company, the Guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of October 17, 2014, among the Company, the Guarantors party thereto and the Trustee (the "First Supplemental Indenture"), as further supplemented by the Second Supplemental Indenture, dated as of June 3, 2015, among the Company, the Guarantors party thereto and the Trustee (the "Second Supplemental Indenture") and as further supplemented by the Third Supplemental Indenture, dated as of June 19, 2015, among the Company, the Guarantor party thereto and the Trustee (the "Third Supplemental Indenture" and, together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), and are or will be 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 Base Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental 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

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GIBSON DUNN



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

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GIBSON DUNN



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 Supplement. 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

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**ANNEX A**

**Guarantors**

| Guarantor | State of Formation |
|---|---|
| AECOM C&E, INC. | Delaware |
| AECOM GLOBAL II, LLC | Delaware |
| AECOM GOVERNMENT SERVICES, INC. | California |
| AECOM INTERNATIONAL DEVELOPMENT, INC. | Delaware |
| AECOM NATIONAL SECURITY PROGRAMS, INC. | Virginia |
| AECOM SERVICES INC. | California |
| AECOM SPECIAL MISSIONS SERVICES, INC. | Pennsylvania |

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|---|---|
| AECOM TECHNICAL SERVICES, INC. | 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 |
| URS CORPORATION GREAT LAKES | Michigan |
| URS CORPORATION — NEW YORK | New York |
| URS CORPORATION — NORTH CAROLINA | North Carolina |
| URS CORPORATION — OHIO | Ohio |
| URS CORPORATION SOUTHERN | California |
| URS E&C HOLDINGS, INC. | Delaware |
| URS ENERGY & CONSTRUCTION, INC. | Ohio |
| URS FEDERAL SERVICES, INC. | Delaware |
| URS FEDERAL SERVICES INTERNATIONAL, INC. | Delaware |
| URS FOX US LP | Delaware |
| URS FS COMMERCIAL OPERATION, INC. | Delaware |
| URS GLOBAL HOLDINGS, INC. | Nevada |
| URS GROUP, INC. | Delaware |



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|---|---|
| URS HOLDINGS, INC. | Delaware |
| URS INTERNATIONAL, INC. | Delaware |
| URS INTERNATIONAL PROJECTS, INC. | Nevada |
| URS NUCLEAR LLC | Delaware |
| URS OPERATING SERVICES, INC. | Delaware |
| URS PROFESSIONAL SOLUTIONS LLC | Delaware |
| URS RESOURCES, LLC | Delaware |
| WASHINGTON DEMILITARIZATION COMPANY, LLC | Delaware |
| WASHINGTON GOVERNMENT ENVIRONMENTAL SERVICES COMPANY LLC | Delaware |
| WGI GLOBAL INC. | Nevada |

**Exhibit 5.2**

Holland & Knight

July 6, 2015

AECOM
1999 Avenues of the Stars, Suite 2600
Los Angeles, California 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 up to $800,000,000 in aggregate principal amount of the 5.750% Senior Notes due 2022 and up to $800,000,000 in aggregate principal amount of the 5.875% Senior Notes due 2024 (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 October 6, 2014, 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 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024, as applicable, 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:



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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 Guarantee by URS Alaska and the 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 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,

HOLLAND & KNIGHT LLP

/s/ Holland & Knight LLP

**Exhibit 5.3**

July 6, 2015

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 up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 of AECOM

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 up to $800,000,000 in aggregate principal amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in aggregate principal amount of 5.875% Senior Notes Due 2024 (collectively, 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 a base indenture, dated as of October 6, 2014, among the Issuer and U.S. Bank, National Association, as trustee, supplemental indentures thereto, among the Issuer, the guarantors party thereto and U.S. Bank National Association, as trustee (together with the base indenture, the "Indenture"). The Exchange Notes and the Guarantees will be issued in exchange for the Issuer's outstanding $800,000,000 in aggregate principal amount of 5.750% Senior Notes Due 2022 and $800,000,000 in aggregate principal amount of 5.875% Senior Notes Due 2024, as applicable, 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");

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(iii) a Certificate of Status of URS Construction, dated July 1, 2015, issued by the Florida Secretary of State (the "Certificate of Status"); and

(iv) a certificate to counsel from URS Construction, dated July 6, 2015 (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

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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 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

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dated July 6, 2015, 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/ Cozen O’Connor

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**Exhibit 5.4**

July 6, 2015

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 up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 of AECOM

Ladies and Gentlemen:

We have acted as counsel to E.C. Driver & Associates, Inc. ("E.C. Driver") and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of up to $800,000,000 in aggregate principal amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in aggregate principal amount of 5.875% Senior Notes Due 2024 (collectively, 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 a base indenture, dated as of October 6, 2014, among the Issuer and U.S. Bank, National Association, as trustee, supplemental indentures thereto, among the Issuer, the guarantors party thereto and U.S. Bank National Association, as trustee (together with the base indenture, the "Indenture"). The Exchange Notes and the Guarantees will be issued in exchange for the Issuer's outstanding $800,000,000 in aggregate principal amount of 5.750% Senior Notes Due 2022 and $800,000,000 in aggregate principal amount of 5.875% Senior Notes Due 2024, as applicable, 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 July 1, 2015, 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 July 6, 2015 (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 July 6, 2015, 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

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July 6, 2015

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4; Exchange Offer for up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 of AECOM

Ladies and Gentlemen:

We have acted as Michigan counsel to URS Corporation Great Lakes, a Michigan corporation ("MI Guarantor") and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of up to $800,000,000 in aggregate principal amount of the 5.750% Senior Notes due 2022 and up to $800,000,000 in aggregate principal amount of the 5.875% Senior Notes due 2024 (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 a base indenture, dated as of October 6, 2014 (the "Base Indenture"), among the Issuer, the guarantors party thereto and U.S. Bank National Association, as trustee (the "Trustee"), a First Supplemental Indenture dated October 17, 2014 among the Issuer, the guarantors party thereto and the Trustee ("First Supplemental Indenture") and a Second Supplemental Indenture dated as of June 3, 2015, among the Issuer, the guarantors party thereto and the Trustee and a Third Supplemental Indenture dated as of June 19, 2015 among the Issuer, the guarantor party thereto and the Trustee (the base indenture, together with such supplements, the "Indenture"), 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 5.750% Senior Notes due 2022 (unregistered) and 5.875% Senior Notes due 2024 (unregistered), as applicable, 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 June 11, 2015 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 June 11, 2015 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 October 17, 2014 approving the transactions contemplated by the MI Guarantor Guarantee, all certified as of the date hereof, 2015, by the Assistant 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 First Supplemental 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 Fraudulent Transfer 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.



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(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**

July 6, 2015

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: ***Registration Statement on Form S-4 of AECOM, a Delaware corporation***

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) $800,000,000 in aggregate principal amount of AECOM's5.750% Senior Notes due 2022 (the "**New 2022 Notes**") (ii) $800,000,000 in aggregate principal amount of AECOM's 5.875% Senior Notes due 2024 (the "**New 2024 Notes**", and, together with the New 2022 Notes, the "**New Notes**") and (iii) the guarantees of AECOM's obligations under the New 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 (Nevada), a Nevada corporation ("**URS Nevada**"), URS Global Holdings, Inc., a Nevada corporation ("**URS Global**"), URS International Projects, Inc., a Nevada corporation ("**URS International**"), and WGI Global Inc., a Nevada corporation ("**WGI**", and, together with URS Nevada, URS Global, and URS International, the "**Nevada Guarantors**", and, the Nevada Guarantors, together with the Utah Guarantor, the "**Specified Guarantors**"). The New Notes and the Exchange Guarantees are to be issued in exchange (the "**Exchange Offer**") for equal aggregate principal amounts of the Company's unregistered 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024 (the "**Original Notes**") and the guarantees of the Company's obligations under the Original Notes by the Subsidiary Guarantors, issued on October 6, 2014, in reliance on exemptions from registration under the Securities Act for offers and sales of securities not involving public offerings. The New Notes and the Exchange Guarantees will be issued pursuant to the terms of that certain

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Indenture dated as of October 6, 2014 (the "**Base Indenture**"), as supplemented by the First Supplemental Indenture dated October 17, 2014 (the "**First Supplemental Indenture**"), the Second Supplemental Indenture dated June 3, 2015 (the "**Second Supplemental Indenture**"), and the Third Supplemental Indenture dated as of June 19, 2015 (the "**Third Supplemental Indenture**") and, collectively with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "**Indenture**"), by and among the Company, 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.

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 October 17, 2014 executed by an authorized officer of each Specified Guarantor (the "**General Certificate**") dated as of the date hereof, 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, and New Notes (collectively, the "**Transaction Documents**"), and certificates of officers of the Specified Guarantors, including the General Certificate.

In rendering the opinions expressed below, we have, with your consent, assumed and relied upon the following without independent verification:



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(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 First Supplemental Indenture as of the date thereof, and has the requisite corporate power to perform its obligations under the Indenture.

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 First Supplemental Indenture as of the date thereof, and has the requisite corporate power to perform its obligations under the Indenture.

3. The execution and delivery of the Supplemental 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 First Supplemental Indenture was duly executed and delivered on behalf of each such Specified Guarantor.

4. The execution and delivery by the Utah Guarantor of the First Supplemental Indenture, did not, and the performance of its obligations under the Indenture 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 First Supplemental Indenture did not, and the performance by such Nevada Guarantor of its obligations under the Indenture 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 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

**Exhibit 5.7**

[LETTERHEAD OF

SMITH MOORE LEATHERWOOD LLP]

300 N. Greene Street
Suite 1400
Greensboro, NC 27401

July 6, 2015

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4 of AECOM; Exchange Offer for up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 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 (formerly AECOM Technology Corporation), a Delaware corporation (the "Parent"), in connection with (i) the issuance of up to $800,000,000 aggregate principal amount of the 5.750% Senior Notes due 2022 and up to $800,000,000 in aggregate principal amount of the 5.875% Senior Notes due 2024 (collectively, 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 a base indenture, dated as of October 6, 2014, among the Parent, U.S. Bank National Association, as Trustee (the "Trustee"), and certain Subsidiary Guarantors, pursuant to a certain First Supplemental Indenture thereto dated October 17, 2014, among the Parent, certain Subsidiary Guarantors (including URS-NC) and the Trustee (together with the base indenture and a Second Supplemental Indenture thereto dated June 3, 2015 and a Third Supplemental Indenture thereto dated June 19, 2015, in each case by and among the Parent, 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 (the "Registration Statement"). The Exchange Notes will be issued in exchange for the Parent's outstanding 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024, as applicable, 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.

Direct: 336.378.5438 | Fax: 336.433.7405 | alex.audilet@smithmoorelaw.com | www.smithmoorelaw.com

ATLANTA | CHARLESTON | CHARLOTTE | GREENSBORO | GREENVILLE | RALEIGH | WILMINGTON

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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 June 16, 2015 and a Certificate of Existence regarding URS-NC of the North Carolina Secretary of State dated June 16, 2015.

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 July 6, 2015 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.



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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 July 6, 2015, 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**

513.651.6800 (t)
513.651.6981 (f)

July 6, 2015

AECOM
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4; Exchange Offer for up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 of AECOM

Ladies and Gentlemen:

We have acted as special Ohio counsel to URS Corporation—Ohio ("URS), an Ohio corporation and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of up to $800,000,000 in aggregate principal amount of the 5.750% Senior Notes Due 2022 and up to $800,000,000 in aggregate principal amount of the 5.875% Senior Notes Due 2024 (collectively, the "Exchange Notes") of 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 URS (the "URS Guaranty"), under an Indenture dated as of October 6, 2014 (the "Base Indenture"), among the Issuer, each of the subsidiary Guarantors named therein and U.S. Bank National Association, as trustee, (the "Trustee"), as amended and supplemented by a First Supplemental Indenture dated October 17, 2014, among the Issuer, URS, the Trustee, and the other parties thereto (the "First Supplemental Indenture"), a Second Supplemental Indenture dated as of June 3, 2015 among the Issuer, the Trustee and the other parties thereto (the "Second Supplemental Indenture") and a Third Supplemental Indenture dated as of June 19, 2015 among the Issuer, the Trustee and the other party thereto (the "Third Supplemental Indenture" and together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), 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 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024, as applicable, 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,



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other than as expressly stated herein with respect to the issue of the Exchange Notes and Guarantees.

In connection with the opinions expressed herein, we have examined the following documents (collectively, the "Documents"):

(1) The Base Indenture;

(2) The First Supplemental Indenture, including the guarantee of the Notes provided by URS contained therein (the "Guarantee");

(3) The Second Supplemental Indenture; and

(4) The Third Supplemental Indenture.

We have also examined the following additional documents (the "Company Documents"):

(1) An Officer's Certificate of URS as to the incumbency of officers and certain factual matters dated the date hereof (the "Officer's Certificate");

(2) The Articles of Incorporation and Regulations of URS, the completeness and accuracy of which have been certified to us as part of the Officer's Certificate;

(3) A good standing certificate with respect to URS from the Secretary of State of Ohio dated June 24, 2015 (the "Good Standing Certificate"); and

(4) Certified copies of resolutions of the Board of Directors of URS dated as of October 17, 2014 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 Certificate.

In rendering the opinions set forth herein, we have assumed (i) other than as to URS, the due authorization, execution and delivery of the Documents, (ii) that the Documents constitute the valid and binding obligations of all parties to the Documents under applicable law enforceable against all such parties in accordance with their terms, and (iii) URS received reasonably equivalent value in exchange for incurring the obligations under the Documents to which it is a party. Further, we have assumed the authenticity of all documents submitted to us as originals, the legal capacity of all persons signing such documents, the genuineness of the signatures on such documents, and the conformity to original documents of all photostatic copies of such documents submitted to us. Finally, we have assumed that the records of the proceedings of the directors of URS furnished to us are complete and accurate and include all such records and reflect actions duly and validly taken by the directors of URS.

The opinions hereinafter expressed are subject to the following additional qualifications:

A. No opinion is expressed as to the validity, binding effect or enforceability of the Documents, and no opinion is expressed as to the creation of any security interest in (or other lien on) any collateral.

B. No opinion is expressed with respect to (a) the existence of, the rights of any party in, or the title to, any collateral, (b) the value of any collateral in relation to the obligations secured thereby, (c) the creation, attachment, validity or priority of any lien or security interest in any collateral or (d) the perfection of any lien or security interest in any collateral.

The opinions expressed herein are limited to the laws (excluding securities laws and principles of conflicts of law) of the State of Ohio.

Based upon and subject to the foregoing, we are of the opinion that:

1. Based solely on the Good Standing Certificate, URS is a corporation validly existing and in good standing under the laws of the State of Ohio.

2. URS has the corporate power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder.

3. The Documents to which URS is a party have been duly authorized by all necessary corporate action, and have been duly executed and duly delivered on behalf of URS.

4. The execution and delivery of the Documents by URS do not, and the performance of its obligations thereunder, including the issuance by URS of the Guarantee, will not, violate or constitute on the part of URS 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 speaks as of its date only and is based upon facts and law in existence on the date hereof, and we disclaim any undertaking to advise you of changes occurring therein 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/ Frost Brown Todd LLC

FROST BROWN TODD LLC

**Exhibit 5.9**

513.651.6800 (t)
513.651.6981 (f)

July 6, 2015

AECOM
1999 Avenue of the Stars
Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4; Exchange Offer for up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 of AECOM

Ladies and Gentlemen:

We have acted as special Ohio counsel to URS Energy & Construction, Inc. ("E&C), an Ohio corporation and subsidiary of AECOM, a Delaware corporation (the "Issuer"), in connection with the issuance of up to $800,000,000 in aggregate principal amount of the 5.750% Senior Notes Due 2022 and up to $800,000,000 in aggregate principal amount of the 5.875% Senior Notes Due 2024 (collectively, the "Exchange Notes") of 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 E&C (the "E&C Guaranty"), under an Indenture dated as of October 6, 2014 (the "Base Indenture"), among the Issuer, each of the subsidiary Guarantors named therein and U.S. Bank National Association, as trustee, (the "Trustee"), as amended and supplemented by a First Supplemental Indenture dated October 17, 2014, among the Issuer, E&C, the Trustee, and the other parties thereto (the "First Supplemental Indenture"), a Second Supplemental Indenture dated as of June 3, 2015 among the Issuer, the Trustee and the other parties thereto (the "Second Supplemental Indenture") and a Third Supplemental Indenture dated as of June 19, 2015 among the Issuer, the Trustee and the other party thereto (the "Third Supplemental Indenture" and together with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, the "Indenture"), 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 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024, as applicable, 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,



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other than as expressly stated herein with respect to the issue of the Exchange Notes and Guarantees.

In connection with the opinions expressed herein, we have examined the following documents (collectively, the "Documents"):

(1) The Base Indenture;

(2) The First Supplemental Indenture, including the guarantee of the Notes provided by E&C contained therein (the "Guarantee");

(3) The Second Supplemental Indenture; and

(4) The Third Supplemental Indenture.

We have also examined the following additional documents (the "Company Documents"):

(1) An Officer's Certificate of E&C as to the incumbency of officers and certain factual matters dated the date hereof (the "Officer's Certificate");

(2) The Articles of Incorporation and Regulations of E&C, the completeness and accuracy of which have been certified to us as part of the Officer's Certificate;

(3) A good standing certificate with respect to E&C from the Secretary of State of Ohio dated June 24, 2015 (the "Good Standing Certificate"); and

(4) Certified copies of resolutions of the Board of Directors of E&C dated as of October 17, 2014 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 Certificate.

In rendering the opinions set forth herein, we have assumed (i) other than as to E&C, the due authorization, execution and delivery of the Documents, (ii) that the Documents constitute the valid and binding obligations of all parties to the Documents under applicable law enforceable against all such parties in accordance with their terms, and (iii) E&C received reasonably equivalent value in exchange for incurring the obligations under the Documents to which it is a party. Further, we have assumed the authenticity of all documents submitted to us as originals, the legal capacity of all persons signing such documents, the genuineness of the signatures on such documents, and the conformity to original documents of all photostatic copies of such documents submitted to us. Finally, we have assumed that the records of the proceedings of the directors of E&C furnished to us are complete and accurate and include all such records and reflect actions duly and validly taken by the directors of E&C.

The opinions hereinafter expressed are subject to the following additional qualifications:

A. No opinion is expressed as to the validity, binding effect or enforceability of the Documents, and no opinion is expressed as to the creation of any security interest in (or other lien on) any collateral.

B. No opinion is expressed with respect to (a) the existence of, the rights of any party in, or the title to, any collateral, (b) the value of any collateral in relation to the obligations secured thereby, (c) the creation, attachment, validity or priority of any lien or security interest in any collateral or (d) the perfection of any lien or security interest in any collateral.

The opinions expressed herein are limited to the laws (excluding securities laws and principles of conflicts of law) of the State of Ohio.

Based upon and subject to the foregoing, we are of the opinion that:

1. Based solely on the Good Standing Certificate, E&C is a corporation validly existing and in good standing under the laws of the State of Ohio.

2. E&C has the corporate power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder.

3. The Documents to which E&C is a party have been duly authorized by all necessary corporate action, and have been duly executed and duly delivered on behalf of E&C.

4. The execution and delivery of the Documents by E&C do not, and the performance of its obligations thereunder, including the issuance by E&C of the Guarantee, will not, violate or constitute on the part of E&C 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 speaks as of its date only and is based upon facts and law in existence on the date hereof, and we disclaim any undertaking to advise you of changes occurring therein 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/ Frost Brown Todd LLC

FROST BROWN TODD LLC

K&L GATES

**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

July 6, 2015

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 (i) (a) up to $800,000,000 aggregate principal amount of the Company’s 5.750% Senior Notes due 2022 and (b) up to $800,000,000 of the Company’s 5.875% Senior Notes due 2024 (collectively, the “Exchange Notes”) to be offered, respectively, in exchange for a like principal amount of the (a) the Company’s issued and outstanding unregistered 5.750% Senior Notes due 2022 and (b) the Company’s issued and outstanding unregistered 5.875% Senior Notes due 2024 (collectively 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 (the “Original Indenture) as of October 6, 2014 by and among the Company, the Guarantors and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by the First Supplemental Indenture dated as of October 17, 2014 (the “First Indenture Supplement”) by and among the Company, the Guarantors party thereto and the Trustee , as further supplemented by the Second Supplemental Indenture dated as of June 3, 2015 (the “Second Indenture Supplement”) by and among the Company, the Guarantors party thereto (including ASMS) and the Trustee, as further supplemented by the Third Supplemental Indenture dated as of June 19, 2015 (the “Third Indenture Supplement”) by and among the Company, the Guarantor party thereto and the Trustee (the Original Indenture, as so supplemented, the “Indenture”).

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 (including the First Indenture Supplement and the Second Indenture Supplement); (iii) the Original Notes; (iv) ASMS’s Articles of Incorporation, as amended; (v) ASMS’s Bylaws, as amended; and (vi) 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.

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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 Second Indenture Supplement.

3. Execution and delivery of the Second Indenture Supplement 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 Second Indenture Supplement 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 Second Indenture Supplement.

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**

[LETTERHEAD OF

SMITH MOORE LEATHERWOOD LLP]

Suite 1100
2 West Washington Street
Greenville, SC 29601

July 6, 2015

AECOM
1999 Avenue of the Stars, Suite 2600
Los Angeles, California 90067

Re: Registration Statement on Form S-4 of AECOM; Exchange Offer for up to $800,000,000 in Aggregate Principal Amount of 5.750% Senior Notes Due 2022 and up to $800,000,000 in Aggregate Principal Amount of 5.875% Senior Notes Due 2024 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 (formerly AECOM Technology Corporation), a Delaware corporation (the "Parent"), in connection with (i) the issuance of up to $800,000,000 aggregate principal amount of the 5.750% Senior Notes due 2022 and up to $800,000,000 in aggregate principal amount of the 5.875% Senior Notes due 2024 (collectively, 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 a base indenture, dated as of October 6, 2014, among the Parent, U.S. Bank National Association, as Trustee (the "Trustee"), and certain Subsidiary Guarantors, pursuant to a certain First Supplemental Indenture thereto dated October 17, 2014, among the Parent, certain Subsidiary Guarantors (including B.P. Barber) and the Trustee (together with the base indenture and a Second Supplemental Indenture thereto dated June 3, 2015 and a Third Supplemental Indenture thereto dated June 19, 2015, in each case by and among the Parent, 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 (the "Registration Statement"). The Exchange Notes will be issued in exchange for the Parent's outstanding 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024, as applicable, 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.

Direct: 864.751.7694 | Fax: 864.751.7801 | bill.pitman@smithmoorelaw.com | www.smithmoorelaw.com

ATLANTA | CHARLESTON | CHARLOTTE | GREENSBORO | GREENVILLE | RALEIGH | WILMINGTON

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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 19, 2015 and a Certificate of Existence regarding B.P. Barber of the South Carolina Secretary of State dated June 16, 2015.

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 July 6, 2015 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.



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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 July 6, 2015, 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 5.12**

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

July 6, 2015

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) $800,000,000 aggregate principal amount of AECOM's 5.750% Senior Notes due 2022 (the "2022 Exchange Notes"), (ii) $800,000,000 aggregate principal amount of AECOM's 5.875% Senior Notes due 2024 (the "2024 Exchange Notes" and, together with the 2022 Exchange Notes, "Exchange Notes") and (iii) 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 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024 (the "Original Notes") and the guarantees of AECOM's obligations under the Original Notes by the Subsidiary Guarantors, issued on October 6, 2014, 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 October 6, 2014 (the "Base Indenture"), as supplemented by the First Supplemental Indenture dated October 17, 2014 (the "First Supplemental Indenture"), the Second Supplemental Indenture dated June 3, 2015 (the "Second Supplemental Indenture") and the Third Supplemental Indenture dated June 19, 2015 (the "Third Supplemental Indenture"

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and, collectively with the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture, 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 June 9, 2015, 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 1, 2015, 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;

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;

7. the Bylaws of McNeil;

8. the Action by Unanimous Written Consent of the Board of Directors of AECOM NSP, dated October 17, 2014, approving the First Supplemental 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 May 1, 2015, approving the Second Supplemental 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 First Supplemental Indenture and (b) McNeil has duly authorized, executed and delivered the Second Supplemental 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) federal and 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) federal and state tax laws and regulations or (9) federal and state labor laws and regulations, or (b) the effect of state racketeering or criminal or civil forfeiture laws.



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We consent to the filing of this opinion as Exhibit 5.12 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**

**AECOM**
**COMPUTATION OF CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES**
(*Unaudited*)

| | Year Ended | | | | | Six Months Ended | |
|---|---|---|---|---|---|---|---|
| | September 30, 2014 | September 30, 2013 | September 30, 2012 | September 30, 2011 | September 30, 2010 | March 31, 2015(1) | March 31, 2014 |
| | (In millions, except for ratio) | | | | | | |
| Earnings: | | | | | | | |
| Income from operations | $ 257 | $ 312 | $ (31) | $ 339 | $ 320 | $ (234) | $ 94 |
| Add: | | | | | | | |
| Fixed charges | 90 | 92 | 94 | 100 | 59 | 305 | 45 |
| Amortization of capitalized interest | 2 | 2 | 2 | 2 | 1 | 16 | 1 |
| Distributed income of equity investees | 24 | 31 | 26 | 37 | 8 | 73 | 15 |
| Less: | | | | | | | |
| Capitalized interest | 7 | 2 | — | 7 | 6 | 85 | 3 |
| Noncontrolling interest | (3) | (4) | (2) | (8) | (12) | (41) | (2) |
| Total Earnings | $ 369 | $ 439 | $ 93 | $ 479 | $ 394 | $ 116 | $ 154 |
| Fixed charges: | | | | | | | |
| Interest expense | 41 | $ 45 | $ 47 | $ 42 | $ 11 | 179 | 21 |
| Capitalized interest | 7 | 2 | — | 7 | 6 | 85 | 3 |
| Interest component of rent expense | 42 | 45 | 47 | 51 | 42 | 41 | 21 |
| Total fixed charges | $ 90 | $ 92 | $ 94 | $ 100 | $ 59 | $ 305 | $ 45 |
| Consolidated ratio of earnings to fixed charges | 4.1 | 4.8 | 1.0 | 4.8 | 6.7 | n/a | 3.4 |

(1) Earnings for the six months ended March 31, 2015 were inadequate to cover fixed charges primarily due to acquisition and integration expenses and the corresponding interest related to the acquisition of URS Corporation. The coverage deficiency was approximately $189 million.

**EXHIBIT 21.1**

AECOM Global, Inc., a Delaware Corporation
AECOM, Inc., a Delaware Corporation
AECOM Technical Services, Inc., a California Corporation
AECOM USA, Inc., a New York Corporation
National Security Programs, Inc., a Virginia Corporation
Tishman Construction Corporation, a Delaware Corporation
URS Energy & Construction, Inc., an Ohio Corporation
URS Corporation, a Nevada Corporation
URS Group Inc. a Delaware Corporation
Sellafield Limited*
URS Federal Technical Services, Inc., a Delaware Corporation
URS Luxembourg LLP*
EG&G Defense Materials, Inc., a Utah Corporation
URS Corporation Southern, a California Corporation
URS Corporation — Ohio, an Ohio Corporation
URS Holdings, Inc., a Delaware Corporation
URS E&C Holdings, Inc., a Delaware Corporation
URS Global Holdings Inc., a Nevada Corporation
Flint Energy Services, Inc., a Delaware Corporation
J.W. Williams, Inc., a Wyoming Corporation
URS Global Holdings UK Ltd.*
WGI Netherlands BV*
URS Worldwide Holdings UK Limited*
URS Intercontinental Holdings UK Limited*
LLW Repository Limited*
Conex Rentals Corporation*
URS New Zealand Limited*
URS Corporation — North Carolina, a North Carolina Corporation

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*Foreign

**EXHIBIT 23.1**

**Consent of Ernst & Young LLP, 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 $1,600,000,000 of Senior Notes and to the incorporation by reference therein of our report dated November 17, 2014 (except for Note 25 and the effects of the change in reportable segments and related disclosures described in Note 21 as to which the date is July 6, 2015), with respect to the consolidated financial statements and schedule of AECOM, and our report dated November 17, 2014, with respect to the effectiveness of internal control over financial reporting of AECOM, included in AECOM's Current Report on Form 8-K dated July 6, 2015, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Los Angeles, California
July 6, 2015

**Exhibit 23.2**

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-4 of AECOM of our report dated March 3, 2014, except with respect to our opinion on the consolidated financial statements insofar as it relates to the effects of the change in reportable segments discussed in Note 16, as to which the date is August 1, 2014 relating to the consolidated financial statements and the effectiveness of internal control over financial reporting, which appears in URS Corporation's Current Report on Form 8-K dated August 1, 2014. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP

San Francisco, California
July 6, 2015

**Exhibit 25.1**

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# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

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# 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)**

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# 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**<br>**Minneapolis, Minnesota**<br>(Address of principal executive offices) | **55402**<br>(Zip Code) |
|---|---|

**Bradley E. Scarbrough**
**U.S. Bank National Association**
**633 W. 5TH Street, 24th Floor**
**Los Angeles, CA 90071**
**(213) 615-6047**
(Name, address and telephone number of agent for service)

# AECOM

(Exact name of obligor as specified in its charter)

| **Delaware**<br>(State or other jurisdiction of incorporation or organization) | **61-1088522**<br>(I.R.S. Employer Identification No.) |
|---|---|
| **1999 Avenue of the Stars, Suite 2600**<br>**Los Angeles, CA**<br>(Address of Principal Executive Offices) | **90067**<br>(Zip Code) |

**5.750% SENIOR NOTES DUE 2022**
**and**
**5.875% SENIOR NOTES DUE 2024**
(Title of the Indenture Securities)

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**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 March 31, 2015 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 30th of June, 2015.

By: /Bradley E. Scarbrough
Bradley E. Scarbrough
Vice President



**Exhibit 2**

Office of the Comptroller of the Currency

Washington, DC 20219

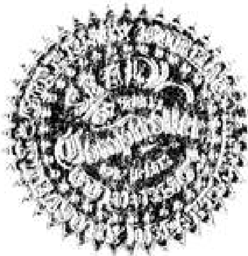
## CERTIFICATE OF CORPORATE EXISTENCE

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, January 21, 2015, 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

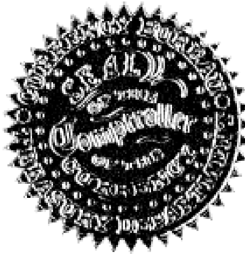
**CERTIFICATION OF FIDUCIARY POWERS**

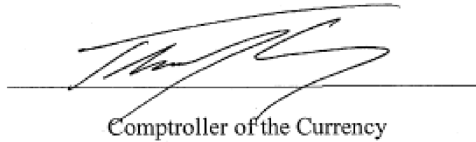
I, Thomas J. Curry, Comptroller of the Currency, do hereby certify that:

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, January 21, 2015, 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: June 30, 2015

By: /Bradley E. Scarbrough
Bradley E. Scarbrough
Vice President



**Exhibit 7**

**U.S. Bank National Association**
**Statement of Financial Condition**
**As of 3/31/2015**

**($000's)**

| | | 3/31/2015 |
|---|---|---|
| **Assets** | | |
| Cash and Balances Due From Depository Institutions | $ | 14,048,386 |
| Securities | | 101,980,067 |
| Federal Funds | | 48,958 |
| Loans & Lease Financing Receivables | | 248,152,881 |
| Fixed Assets | | 4,794,618 |
| Intangible Assets | | 12,898,132 |
| Other Assets | | 23,440,131 |
| **Total Assets** | **$** | **405,363,173** |
| | | |
| **Liabilities** | | |
| Deposits | $ | 297,444,787 |
| Fed Funds | | 1,856,185 |
| Treasury Demand Notes | | 0 |
| Trading Liabilities | | 1,179,175 |
| Other Borrowed Money | | 46,898,693 |
| Acceptances | | 0 |
| Subordinated Notes and Debentures | | 3,650,000 |
| Other Liabilities | | 12,682,543 |
| **Total Liabilities** | **$** | **363,711,383** |
| | | |
| **Equity** | | |
| Common and Preferred Stock | | 18,200 |
| Surplus | | 14,266,400 |
| Undivided Profits | | 26,511,651 |
| Minority Interest in Subsidiaries | | 855,539 |
| **Total Equity Capital** | **$** | **41,651,790** |
| | | |
| **Total Liabilities and Equity Capital** | **$** | **405,363,173** |

**Exhibit 99.1**

# LETTER OF TRANSMITTAL

# AECOM

**Exchange Offer:**

| **Offer to Exchange $800,000,000<br>Aggregate Principal Amount of Newly Issued<br>5.750% Senior Notes Due 2022<br>for<br>a Like Principal Amount of Outstanding<br>Restricted<br>5.750% Senior Notes Due 2022** | **Offer to Exchange $800,000,000<br>Aggregate Principal Amount of Newly Issued<br>5.875% Senior Notes Due 2024<br>for<br>a Like Principal Amount of Outstanding<br>Restricted<br>5.875% Senior Notes Due 2024** |
|---|---|

**Pursuant to the Prospectus, dated , 2015**

**THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2015, 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
Attention: Specialized Finance—Mike Tate
111 Filmore Avenue
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 2015 (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***"):

- $800,000,000 aggregate principal amount of newly issued 5.750% Senior Notes due 2022 (the "***New 2022 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

5.750% Senior Notes due 2022 (the "***Old 2022 Notes***"), and the related guarantees, from the holders thereof; and

- $800,000,000 aggregate principal amount of newly issued 5.875% Senior Notes due 2024 (the "***New 2024 Notes***" and, together with the New 2022 Notes, collectively the "***New Notes***") that have been registered under the Securities Act, and the related guarantees, for a like principal amount of outstanding restricted 5.875% Senior Notes due 2024 (the "***Old 2024 Notes***" and, together with the Old 2022 Notes, collectively 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 of the corresponding series 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 relevant 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 corresponding series of 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 corresponding series of New Notes will not receive a payment in respect of interest accrued but unpaid on such 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 each series of New Notes are substantially identical to the terms of the corresponding series of Old Notes, except that each series of New Notes will be registered under the Securities Act and the transfer restrictions, registration rights and related additional interest provisions applicable to the corresponding series of Old Notes will not apply to the applicable series of 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 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)*** | **Series of Old Notes** | **Aggregate Principal Amount of Old Note(s)** | **Principal Amount Tendered**** | **Name of DTC Participant and Participant's Account Number in Which Old Notes are Held***** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | **Totals:** | | | | |

* Need not be completed if Old Notes are being tendered by book-entry transfer.

** 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. 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.

*** 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 applicable 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 of the corresponding series 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 of the applicable series 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 EACH APPLICABLE SERIES OF OLD NOTES AND SIGNING THIS LETTER OF TRANSMITTAL, WILL BE DEEMED TO HAVE TENDERED THE APPLICABLE 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 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 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.**

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**(TO BE COMPLETED BY ALL TENDERING HOLDERS)**
**(Complete Accompanying IRS Form W-9 or applicable IRS Form W-8)**

Dated: , 2015

o ______________________________ ______________ , 2015

o ______________________________ ______________ , 2015

**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.

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: , 2015

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**INSTRUCTIONS**

**FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER FOR**

| **$800,000,000<br>Aggregate Principal Amount of Newly Issued<br>5.750% Senior Notes Due 2022<br>for<br>a Like Principal Amount of Outstanding<br>Restricted<br>5.750% Senior Notes Due 2022** | **$800,000,000<br>Aggregate Principal Amount of Newly Issued<br>5.875% Senior Notes Due 2024<br>for<br>a Like Principal Amount of Outstanding<br>Restricted<br>5.875% Senior Notes Due 2024** |
|---|---|

**Pursuant to the Prospectus, dated , 2015**

**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; thus, 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 National Association of Securities Dealers, Inc., 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 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 W-9 Instructions 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 federal income tax purposes should indicate their exempt status by checking the "Exempt payee" box on the IRS Form W-9. Exempt holders who are not "U.S. persons" for federal income tax purposes should indicate their exempt status by submitting to the Exchange Agent a properly completed IRS Form W-8BEN, Form W-8BEN-E, Form W-8ECI, or 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 Form W-8BEN, Form W-8BEN-E, Form W-8ECI or 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
Attention: Specialized Finance—Mike Tate
111 Filmore Avenue
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 of the corresponding series 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 applicable 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.

QuickLinks

Exhibit 99.1

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY
INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER FOR

**Exhibit 99.2**

# NOTICE OF GUARANTEED DELIVERY

# AECOM

**Exchange Offer:**

| **Offer to Exchange $800,000,000 Aggregate Principal Amount of Newly Issued 5.750% Senior Notes Due 2022 for a Like Principal Amount of Outstanding Restricted 5.750% Senior Notes Due 2022** | **Offer to Exchange $800,000,000 Aggregate Principal Amount of Newly Issued 5.875% Senior Notes Due 2024 for a Like Principal Amount of Outstanding Restricted 5.875% Senior Notes Due 2024** |
|---|---|

**Pursuant to the Prospectus, dated , 2015**

**THE EXCHANGE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2015, 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 5.750% Senior Notes due 2022 (the "***Old 2022 Notes***") who wish to tender their Old 2022 Notes for a like principal amount of newly issued 5.750% Senior Notes due 2022 (the "***New 2022 Notes***") that have been registered under the Securities Act of 1933, as amended (the "***Securities Act***"), or (ii) outstanding restricted 5.875% Senior Notes due 2024 (the "***Old 2024 Notes***" and, together with the Old 2022 Notes, collectively the "***Old Notes***") who wish to tender their Old 2024 Notes for a like principal amount of newly issued 5.875% Senior Notes due 2024 (the "***New 2024 Notes***" and, together with the New 2022 Notes, collectively the "***New Notes***") that have been registered under the Securities Act, in each case, 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 , 2015 (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
Attention: Specialized Finance—Mike Tate
111 Filmore Avenue
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 , 2015, 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 2022 Notes Tendered (must be in minimum denominations of principal amount of $2,000 and integral multiples of $1,000 in excess thereof):

$ ____________________________________________

Principal Amount of Old 2024 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 National Association of Securities Dealers, Inc., 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

QuickLinks -- Click here to rapidly navigate through this document

**Exhibit 99.3**

# LETTER TO BROKERS, DEALERS, COMMERCIAL BANKS, TRUST COMPANIES, AND OTHER NOMINEES

**$1,600,000,000**

# AECOM

**Exchange Offer for All Outstanding**

**$800,000,000 Aggregate Principal Amount of Restricted 5.750% Senior Notes Due 2022**
**(CUSIP Nos. 00766T AA8 and U00813 AA0)**
**for new 5.750% Senior Notes Due 2022**
**that have been registered under the Securities Act of 1933**
**and**
**$800,000 Aggregate Principal Amount of Restricted 5.875% Senior Notes Due 2024**
**(CUSIP Nos. 00766T AC4 and U00813 AB8)**
**for new 5.875% Senior Notes Due 2024**
**that have been registered under the Securities Act of 1933**

**Pursuant to the Prospectus dated , 2015**

**THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2015, 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 , 2015 (the "***Prospectus***"), and the accompanying Letter of Transmittal (the "***Letter of Transmittal***"), up to $1,600,000,000 in aggregate principal amount of new senior notes consisting of $800,000,000 aggregate principal amount of 5.750% Senior Notes due 2022 and $800,000,000 aggregate principal amount of 5.875% Senior Notes due 2024 (collectively, 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 applicable series of outstanding 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024 (collectively, 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 corresponding series of Old Notes will not apply to the applicable series of 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 , 2015;
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 , 2015, 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.

QuickLinks

Exhibit 99.3

QuickLinks -- Click here to rapidly navigate through this document

**Exhibit 99.4**

# LETTER TO CLIENTS

**$1,600,000,000**

# AECOM

**Exchange Offer for All Outstanding**

**$800,000,000 Aggregate Principal Amount of Restricted 5.750% Senior Notes Due 2022**
**(CUSIP Nos. 00766T AA8 and U00813 AA0)**
**for new 5.750% Senior Notes Due 2022**
**that have been registered under the Securities Act of 1933**
**and**
**$800,000,000 Aggregate Principal Amount of Restricted 5.875% Senior Notes Due 2024**
**(CUSIP Nos. 00766T AC4 and U00813 AB8)**
**for new 5.875% Senior Notes Due 2024**
**that have been registered under the Securities Act of 1933**

**Pursuant to the Prospectus dated , 2015**

**THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2015, 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 , 2015 (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 $1,600,000,000 in aggregate principal amount of new senior notes consisting of $800,000,000 aggregate principal amount of 5.750% Senior Notes due 2022 and $800,000,000 aggregate principal amount of 5.875% Senior Notes due 2024 (collectively, 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 applicable series of outstanding 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024 (collectively, 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 corresponding series of Old Notes will not apply to the applicable series of 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 , 2015, 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 of the applicable series promptly 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 , 2015, 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 of the applicable series 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. 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**

**5.750% Senior Notes Due 2022**
**(CUSIP Nos. 00766T AA8 and U00813 AA0)**

**and**
**5.875% Senior Notes Due 2024**
**(CUSIP Nos. 00766T AC4 and U00813 AB8)**

The undersigned acknowledges receipt of the prospectus dated , 2015 (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 $1,600,000,000 in aggregate principal amount of new Senior Notes consisting of $800,000,000 aggregate principal amount of 5.750% Senior Notes due 2022 and $800,000,000 aggregate principal amount of 5.875% Senior Notes due 2024 (collectively, 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 applicable series of outstanding 5.750% Senior Notes due 2022 and 5.875% Senior Notes due 2024 (collectively, 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 applicable series of Old Notes held by you for the account of the undersigned is (fill in the amount):

$_____________ of the 5.750% Senior Notes Due 2022

$_____________ of the 5.875% Senior Notes Due 2024

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 applicable series of Old Notes to be tendered, if less than all):

$_____________ of the 5.750% Senior Notes Due 2022

$_____________ of the 5.875% Senior Notes Due 2024

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 of the applicable series 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 of the applicable series 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: ____________________, 2015

(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.

QuickLinks

Exhibit 99.4