

2002-0060

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 02-2-2

An ordinance to approve and authorize the execution of Amendment No. 1 to the Professional Services Agreement with Walk Haydel & Associates for necessary Consulting Engineering Services associated with Parish Project No. P980703, Destrehan I Pump Station Upgrade.

WHEREAS, Ordinance No. 99-1-4, adopted on January 4, 1999, authorized the execution of a Professional Services Agreement with Walk, Haydel & Associates to perform necessary engineering services to upgrade the capacity of the existing Destrehan I Pump Station; and,

WHEREAS, URS Corporation purchased Walk Haydel & Associates (Exhibit B) and St. Charles Parish desires to extend the contract to URS Corporation; and,

WHEREAS, A Schedule of Fees and Charges was omitted from the original Walk Haydel & Associates Contract and Qualification Based Selection Review documents; and,

WHEREAS, St. Charles Parish requested and received a Schedule of Fees and Charges (Exhibit A), dated October 1, 2001, from URS Corporation; and,

WHEREAS, St. Charles Parish requires additional engineering services from URS Corporation to move all construction outside of the railroad right-of-way; and,

WHEREAS, the project budget is amended as follows:

Basic Engineering Services	\$ 221,776 00
Additional Engineering Services	40,000.00
Permits	12,000.00
Topographic and Boundary Surveys	8,000.00
Geotechnical Investigations and Analysis	7,000.00
Survey and Analysis of the Discharge System	13,000.00
Construction Resident Inspection Services	100,000.00
Construction Cost	<u>3,179,684 00</u>
Total Project Budget	\$ 3,581,460.00

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between Walk, Haydel & Associates, hereinafter referred to as URS Corporation is amended and approved.

SECTION II. That all other provisions of the Professional Services Agreement shall remain in full force and effect except as stated herein.

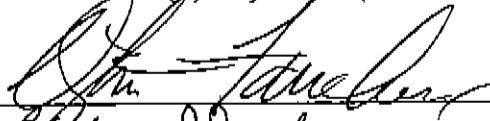
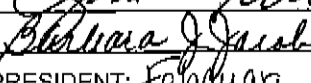
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:


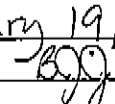
YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK

NAYS: NONE

ABSENT: MARINO, MINNICH

And the ordinance was declared adopted this 18th day of February, 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 
 SECRETARY: 
 DLVD/PARISH PRESIDENT: February 19, 2002
 APPROVED: DISAPPROVED:

PARISH PRESIDENT 
 RETD/SECRETARY February 19, 2002
 AT: 2:45 pm RECD BY  vb

**AMENDMENT NO. 1
TO
ENGINEERING SERVICES CONTACT
WITH
WALK, HAYDEL, & ASSOCIATES, INC.
(ORDINANCE NO. 99-1-4)**

BE IT KNOWN that on this 19th Day of February, 2002, St. Charles Parish, PO Box 302, Hahnville, LA 70057, hereinafter called "OWNER", and Walk, Haydel & Associates, hereinafter called "ENGINEER" hereby agree that Ordinance No. 99-1-4, for Project P980703, Destrehan I Pump Station Upgrade is hereby amended with the following provisions:

1. Any additional services provided shall be according to the hourly rates shown in **Exhibit A, Schedule of Fees and Charges**, which has been attached.
2. The \$62.00 hourly rate for resident inspection is all-inclusive of costs associated with resident inspection. There will be no ODC charges (telephones, travel, supplies, etc.) associated with resident inspection.
3. This contract, originally awarded to Walk, Haydel & Associates through Ordinance No. 99-1-4, shall now be extended to URS Corporation. URS Corporation shall hereinafter be called the "ENGINEER," since it purchased Walk, Haydel & Associates, Inc. **See Exhibit B, Purchase Information.**
4. URS Corporation will provide additional engineering services to include the following:
 - Move all construction outside of railroad right-of-way (includes rip-rap material).
 - Design necessary sheet pile walls at point of discharge within Parish right-of-way to direct flow into existing canal beneath railroad trestle.
 - Modify plans and specifications accordingly to include all changes.
 - All overtime (1.5x) must be pre-approved by St. Charles Parish.

All other provisions of said contract shall remain as first written or amended.

OWNER:
ST. CHARLES PARISH

BY: Albert D. Laque
Albert D. Laque
Parish President

WITNESS:
Valerie Berthelet
Sandra Miguez

ENGINEER:
URS CORPORATION

BY: TD Beckett
Authorized Contracting Officer

WITNESS: -
Christine Cereso
Norma Morris



SCHEDULE OF FEES AND CHARGES ¹

October 1, 2001

The following describes the basis for compensation for services to be performed by URS Corporation (URS) during the next fiscal year ending October 31, 2002. This Schedule of Fees and Charges will be renegotiated at the end of the fiscal year to reflect merit and economic salary increases, and changes in the expected level and mode of operation for the next fiscal year.

PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classification indicated.

Overtime (hours worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Overtime by non-exempt personnel (classifications identified with an asterisk "**") will be charged at 1.5 times the above hourly rates

Responsibility Level	Hourly Rate (\$)
Principals	150
Managers, Senior Staff Consultants	100
Senior Engineers	92
Staff Engineers	78
Engineers (grad & Resident Inspect)	62
Senior Designers*	72
Designers*	57
Senior Drafters*	49
Drafters*	40
Schedulers/Estimators	70
Engineering Aides/Support	60
Secretary/Clerical*	40

Other Project Non-Salary Expenses

URS charges a flat billing rate of \$6.00 per hour for design projects which is applied to each hour of labor charged to cover the following out-of-pocket costs incurred during project execution:

- Computer hardware and software currently in use by URS
- Long distance telephone and facsimile charges
- Postage and delivery charges.
- Reproduction, Xerox and drawings, computer plotting and printing
- Local incidental travel expense (within 50 miles of office). Travel expenses for trips outside of the 50 mile radius and routine daily commuting for field assignments are charged in accordance with the URS

When URS staff appear as expert witnesses at court trials, arbitration hearings, mediation and depositions, their time will be charged at \$250/hour. All time spent by personnel preparing for such trials, hearings, and depositions, will be charged at the above standard hourly rates.

A maximum of eight (8) hours travel time per day will be charged for travel.

¹This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.



SCHEDULE OF FEES AND CHARGES ¹

October 1, 2001

Operations Procedures & Practices Manual
and GSA Guidelines.

<11" x 17":	
B & W Photocopy	\$0.07/copy
Color Photocopy	\$1.25/copy

OTHER PROJECT CHARGES

Subcontracts

The cost of services subcontracted by URS to others, including but not limited to, chemical analysis, test borings, specialty contractors, construction contractors, surveyors and consultants will be invoiced at cost plus a 10% administrative fee.

≥11" x 17":	
B & W Photocopy	\$0.15/copy
Color Photocopy	\$3.00/copy

Bluelines/Photocopies (B & W) up to 24" x 36":	
\$2.00/sheet	
Larger Prints	As quoted

Mylar Prints up to 24" x 26":	\$3.00/sheet
Larger Prints	As quoted

Communications

The cost of communications including telephone, telex, facsimile, courier services, postage, and express mail is included in the flat billing rate charge.

Color Plots:	
11" x 17"	\$3.00/each
17" x 22"	\$3.50/each
22" x 36"	\$4.00/each
>22" x 36"	\$37.70 x % of roll - \$2.50/plot

Computers

The above flat billing rate covers charges for routine projects. From time to time, a project will require significant out-of-pocket expenses which are not included in the flat charge. This can include special software applications such as Pro II, Chemcad, SACS Structural Analysis, Chemtram, Chemtherm, HYSIM, Dapper/Capter, Caesar, Strucad, Questimate, DCA, Primavera, Raster CADD and extensive computer modeling. These additional costs will be identified beforehand in the project estimate and billed separately at actual cost, plus 10%.

Miscellaneous:

Tabs/Dividers	\$0.25/pg.
3 ring binders	Cost + 5%
Acetate Covers	\$1.00/each
Computer Disks	\$1.00/disk
CD's	\$6.00/CD

External reprographic services will be invoiced at cost plus a 10% administrative fee.

Document Reprographic

Routine copies (file, transmittals, etc) and documents may be copied in-house and will be included in the flat billing rate quoted above. However, significant reproductive efforts outside that normally expected during the course of engineering will be billed as follows.

Vehicles and Mileage

The mileage charge for personal vehicles used on project assignments not covered by the flat billing rate will be billed at \$0.345/mile

URS owned vehicles used on project assignments will be billed at \$0.345/mile

¹ This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.



SCHEDULE OF FEES AND CHARGES ¹

October 1, 2001

OFFICE SPACE RENTAL

URS can make office space available fully outfitted with furniture for client and subcontractor use in our office at a flat rental of \$175.00 per month per office. Each office will include office furniture and local telephone service.

Reproduction Machine
Cost, Plus 10%

Special Software
Cost, Plus 10%

Network Installation
Cost, Plus 10%

Private Telephone (Hardwired)
Actual cost, including cost of installation and all monthly charges.

Telephone (Cellular)
Basic Instrument
Current Commercial Rates
+ Long Distance Charges

Field Project Support
Furniture and Equipment

In addition to the flat billing rate to cover operational cost, a field office will require additional equipment and furniture not in current use at URS. This equipment can be furnished at the rates described below.

Engineers' and Designers' Set-Ups (Standards)

Additional office equipment can be provided on an individual basis at cost

Other office equipment available at similar rates.

Cartage to be billed at actual cost (in and out).

Personal Computer
\$275 per month - shipping

CADD Station
(P/C based) with Software
\$600 per month + shipping

Laser Printer
HP or equivalent
\$200 per month + shipping
and consumables

Fax Machine
\$60 per month + shipping

¹This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract.

EXHIBIT B
PURCHASE INFORMATION

URS

September 26, 2001

CONFIDENTIAL

St. Charles Parish
Public Works Dept.
P.O. Box 705
Luling, La. 70070
Attn Mr. Greg Bush P.E. Project Manager

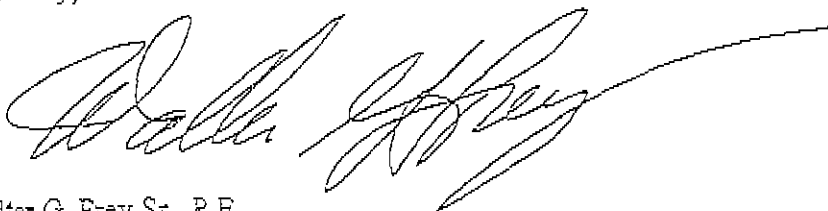
Re: Destrehan I Pump Station
Ownership of Walk, Haydel

Gentlemen:

I am submitting a copy of the purchase of Dames and Moore by URS as filed with the Securities and Exchange Commission (SEC). Also listed is the ownership of Walk, Haydel by Dames and Moore. I have copied excerpts from the document which addresses our situation. I hope this will substantiate URS's ownership of Walk, Haydel.

If you have any question, please contact me at 504-599-5375.

Sincerely;



Walter G. Frey Sr. P.E.
Project Manager

As. S Taylor/cc

-----BEGIN PRIVACY-ENHANCED MESSAGE-----

Proc-Type: 2001,MIC-CLEAR

Originator-Name: webmaster@www.sec.gov

Originator-Key-Asymmetric:

MFgwCgYEVQgBAQICAF8DSgAwrWJAW2sNKK9AVtBzYZmr6aGj1WYK3Xm2v3dTINen

TWSM7vrzLADbmYQaionwg5sDW3P6oaM5D3tdezXMr7z1T-B-twIDAQAB

MIC-Info: RSA-MD5, RSA,

Bi5m2tYxAJmycvHqigFlI85MyobannFhtJQH/yZm8GVdNA3zHbd57GxcysTRO5lmO

80hyUFXe30D42j25vcQMjQ==

<SEC-DOCUMENT>0000929624-99-001216.txt : 19990702

<SEC-HEADER>0000929624-99-001216.hdr.scml : 19990702

ACCESSION NUMBER: 0000929624-99-001216

CONFORMED SUBMISSION TYPE: 8-K

PUBLIC DOCUMENT COUNT: 6

CONFORMED PERIOD OF REPORT: 19990623

ITEM INFORMATION:

ITEM INFORMATION:

FILED AS OF DATE: 19990701

FILER:

COMPANY DATA:

COMPANY CONFORMED NAME: URS CORP /NEW/

CENTRAL INDEX KEY: 0000102379

STANDARD INDUSTRIAL CLASSIFICATION: SERVICES-ENGINEERING SERVICES

[8711]

IRS NUMBER: 941381538

STATE OF INCORPORATION: DE

FISCAL YEAR END: 1031

FILING VALUES:

FORM TYPE: 8-K

SEC ACT:

SEC FILE NUMBER: 001-07567

FILM NUMBER: 99658062

BUSINESS ADDRESS:

STREET 1: 100 CALIFORNIA ST STE 500

CITY: SAN FRANCISCO

STATE: CA

ZIP: 94111

BUSINESS PHONE: 4157742700

MAIL ADDRESS:

STREET 1: 100 CALIFORNIA STREET

STREET 2: SUITE 500

CITY: SAN FRANCISCO

STATE: CA

ZIP: 94111

FORMER COMPANY:

FORMER CONFORMED NAME THORTEC INTERNATIONAL INC

DATE OF NAME CHANGE: 19900222

FORMER COMPANY:

FORMER CONFORMED NAME: UPS CORP /DE/

DATE OF NAME CHANGE. 19871214

</SEC-HEADER>
<DOCUMENT>
<TYPE>8-K
<SEQUENCE>1
<DESCRIPTION>FORM 8-K
<TEXT>

<PAGE>

SECURITIES EXCHANGE AND COMMISSION

Washington, D C 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 23, 1999

URS Corporation
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-7567
(Commission File No.)

94-1381538
(I.R.S. Employer Identification No.)

100 California Street, Suite 500,
San Francisco, California 94111-4529
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (415) 774-2700

1

<PAGE>

Item 2. Acquisition or Disposition of Assets

On June 9, 1999, URS Corporation, a Delaware corporation ("URS"), through its wholly-owned subsidiary, Demeter Acquisition Corporation, a Delaware corporation (the "Purchaser") accepted for payment 17,858,895 shares of common stock, par value \$.01 per share (the "Shares"), of Dages & Moore Group (the "Company"), that had been validly tendered and not withdrawn, including approximately 245,236 Shares tendered pursuant to notices of guaranteed delivery, pursuant to

the Purchaser's tender offer for all outstanding Shares at a price of \$16.00 per Share (the "Offer"). The Offer expired at 12:00 midnight, New York City time, on Tuesday, June 8, 1999. The Offer was made pursuant to an Offer to Purchase, dated as of May 11, 1999, as amended, and pursuant to an Agreement and Plan of Merger (the "Merger Agreement") dated as of May 5, 1999 among the Company, URS and the Purchaser. On June 23, 1999, pursuant to the Merger Agreement, Purchaser was merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of URS following the merger (the "Merger").

The Shares purchased pursuant to the Offer constituted approximately 96% of the issued and outstanding Shares. The remaining Shares, other than shares owned directly or indirectly by URS, Purchaser or the Company (and except for shares of Common Stock owned by any holder who properly demands appraisal rights) have been converted into the right to receive \$16.00 in cash.

In accordance with the provisions of the Merger Agreement, effective upon payment for the Shares by the Purchaser, the following designees of Purchaser were appointed to the Company's Board of Directors: Kent P. Ainsworth, Martin M. Koffel, Joseph Masters and Jean-Yves Perez. In accordance with the terms of the Merger Agreement, Ursula M. Burns, Gary R. Krieger, George D. Leal, Michael R. Beevey, Harald Peipers and Arthur E. Williams resigned as Directors of the Company. Arthur C. Darrow, Robert F. Clarke and A. Ewan Macdonald will remain on the Board of Directors of the Company through the Merger.

The total purchase price paid by Purchaser in connection with the Offer was provided through the issuance by URS of \$100 million of Series A and Series C Preferred Stock to RCBA Strategic Partners, L.P., the issuance by URS of \$200 million of senior subordinated increasing rate notes pursuant to a bridge financing facility provided by Morgan Stanley Senior Funding, Inc., and borrowings of up to \$450 million of the \$550 million available under a senior secured credit facility between URS, certain guarantors, including the Company, and Wells Fargo Bank, National Association, as administrative agent, which includes three term loan facilities in the aggregate amount of \$450 million and a revolving credit facility in the amount of \$100 million. The term loan facilities consist of a \$250 million tranche ("Term Loan A"), a \$100 million tranche ("Term Loan B") and another \$100 million tranche ("Term Loan C"). Term Loan A matures six years from the funding date; Term Loan B matures seven years from the funding date; Term Loan C matures eight years from the funding date; and the revolving credit facility matures six years from the funding date

2

<PAGE>

The revolving credit facility will be used for URS' working capital requirements and for general corporate purposes and to pay for any appraisal rights that dissenting stockholders may have.

The term loans each bear interest, at URS' option, at a rate per annum equal to either (1) the Base Rate or (2) LIBOR, in each case plus an applicable margin. The revolving credit facility bears interest, at URS' option, at a rate per annum equal to either (a) the Base Rate, (b) LIBOR or (c) the Adjusted Sterling Rate, in each case plus an applicable margin. The applicable margin adjusts according to a performance pricing grid based on a ratio of Consolidated Total Funded Debt to Consolidated EBITDA (as defined in the credit facility). The "Base Rate" is defined as the higher of (1) Wells Fargo Bank, National Association's Prime Rate and (2) the Federal Funds Rate plus 0.50%. "LIBOR" is defined as the offered quotation that first class banks in the London interbank

market offer to Wells Fargo Bank, National Association for dollar deposits, as adjusted for reserve requirements. The "Adjusted Sterling Rate" is defined as the rate per annum displayed by Reuters at which Sterling is offered to Wells Fargo Bank, National Association in the London interbank market as determined by the British Bankers' Association.

On June 23, 1999, URS issued Senior Subordinated Notes in the aggregate principal amount of \$200 million. The Notes were placed by Morgan Stanley & Co. Incorporated, bear interest at the rate of 12.25% and are due in 2009. URS used the proceeds of the Notes to repay the existing \$200 million of senior subordinated increasing rate notes that were issued on June 9, 1999 pursuant to the bridge facility provided by Morgan Stanley Senior Funding, Inc. URS has 210 days to complete an exchange offer for the Notes under an effective registration statement or to register resales of the Notes under the Securities Act of 1933. If URS does not complete the exchange offer within this time period, the annual interest rate on the Notes will increase by 0.5% until the Notes are generally freely transferable.

The press release issued by URS with respect to the Merger is filed as Exhibit 99.2 to this Form 8K.

Item 7. Financial Statements and Exhibits

(a) Financial Statements of Dames & Moore Group (filed as Exhibit 99.2 to URS' Current Report on Form 8-K, dated May 11, 1999, and incorporated herein by reference)

(b) Unaudited Pro Forma Combined Financial Information of URS and Dames & Moore (filed as Exhibit 99.1 to URS' Current Report on Form 8-K/A, dated June 22, 1999, and incorporated herein by reference).

(c) Exhibit Number Exhibit

- | | | |
|---|-----|--|
| * | 2.1 | Agreement and Plan of Merger, dated May 5, 1999, by and among Dames & Moore Group, URS Corporation and Demeter Acquisition Corporation (filed as Exhibit 2.1 to URS' Current Form 8-K, dated May 7, 1999, and incorporated herein by reference). |
| | 2.2 | Credit Agreement, dated June 9, 1999, by and between Wells Fargo Bank, N.A. and URS Corporation (filed as Exhibit 2.2 to URS' Current Form 8-K, dated June 11, 1999, and incorporated herein by reference). |
| | 2.3 | Note Purchase Agreement, dated June 9, 1999, by and between Morgan Stanley Senior Funding, Inc. and URS Corporation (filed as Exhibit 2.3 to URS' Current Form 8-K, dated June 11, 1999, and incorporated herein by reference). |
| | 2.4 | Securities Purchase Agreement, dated May 5, 1999, by and between RCBA Strategic Partners, L.P. and URS Corporation (filed as Exhibit 2.4 to URS' Current Form 8-K, dated June 11, 1999, and incorporated herein by reference). |

- 2.5 Indenture, dated June 23, 1999, by and between Firstar Bank of Minnesota, N.A. and URS Corporation.
- 2.6 Registration Rights Agreement, dated June 23, 1999, by and between Morgan Stanley & Co. Incorporated and URS Corporation.
- 2.7 Placement Agreement, dated June 18, 1999, by and between Morgan Stanley & Co. Incorporated and URS Corporation.
- 23.1 Consent of Independent Auditors, dated July 1, 1999

3

<PAGE>

- 99.1 Press Release, dated June 9, 1999 (filed as Exhibit (a)(12) to URS' Schedule 14D-1 dated May 11, 1999, as amended, and incorporated herein by reference).
- 99.2 Press Release, dated June 24, 1999.
- 99.3 Financial Statements of Dames & Moore Group. (Filed as exhibit 99.2 to URS' Current Report on Form 8-K, dated June 11, 1999, and incorporated herein by reference).
- Independent Auditors' Report.
- Consolidated Statements of Financial Position as of March 26, 1999 and March 27, 1998.
- Consolidated Statements of Operations for the years ended March 26, 1999, March 27, 1998 and March 28, 1997.
- Consolidated Statements of Changes in Shareholders' Equity For the years ended March 26, 1999, March 27, 1998 and March 28, 1997.
- Consolidated Statements of Cash Flows for the years ended March 26, 1999, March 27, 1998 and March 28, 1997
- Notes to Consolidated Financial Statements.
- Supplementary Financial Information--Selected Quarterly Financial Data (unaudited)
- Schedule II--Valuation and Qualifying Accounts.

4

<PAGE>

SIGNATURE

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

URS Corporation

Dated: July 1, 1999

By: /s/ Kent P. Ainsworth

 Kent P. Ainsworth
 Executive Vice President
 Chief Financial Officer and Secretary

5

<PAGE>

EXHIBIT INDEX

Exhibit Number	Description
-----	-----
2.1	Agreement and Plan of Merger, dated May 5, 1999, by and among Dames & Moore Group, URS Corporation and Demeter Acquisition Corporation (filed as Exhibit 2.1 to URS' Current Form 8-K, dated May 7, 1999, and incorporated herein by reference)
2.2	Credit Agreement, dated June 9, 1999, by and between Wells Fargo Bank, N.A. and URS Corporation (filed as Exhibit 2.2 to URS' Current Form 8-K, dated June 11, 1999, and incorporated herein by reference).
2.3	Note Purchase Agreement, dated June 9, 1999, by and between Morgan Stanley Senior Funding, Inc. and URS Corporation (filed as Exhibit 2.3 to URS' Current Form 8-K, dated June 11, 1999, and incorporated herein by reference).
2.4	Securities Purchase Agreement, dated May 5, 1999, by and between RCBA Strategic Partners, L.P. and URS Corporation (filed as Exhibit 2.4 to URS' Current Form 8-K, dated June 11, 1999, and incorporated herein by reference).
2.5	Indenture, dated June 23, 1999, by and between Firstar Bank of Minnesota, N.A. and URS Corporation
2.6	Registration Rights Agreement, dated June 23, 1999, by and between Morgan Stanley & Co. Incorporated and URS Corporation.
2.7	Placement Agreement, dated June 18, 1999, by and between Morgan Stanley & Co. Incorporated and URS Corporation.
23.1	Consent of Independent Auditors, dated July 1, 1999.
99 1	Press Release, dated June 9, 1999 (filed as Exhibit (a) (12) to URS'

Indenture or in any of the Notes, or because of the creation of any Indebtedness represented thereby, shall be had against any incorporator or against any past, present or future partner, stockholder, other equityholder, officer, director, employee or controlling person, as such, of the Company or of any successor Person, either directly or through the Company or any successor Person, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issue of the Notes.

SECTION 13.10. The D&M Acquisition and the D&M Financing. Notwithstanding

any other provision to the contrary in this Indenture, no covenant or other provision of this Indenture will prevent the Company and its Subsidiaries from consummating the D&M Acquisition and the D&M Financing and the D&M Acquisition and the D&M Financing shall be deemed to not violate any provision of this Indenture

SECTION 13.11. Successors. All agreements of the Company in this

Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successor.

SECTION 13.12. Duplicate Originals. The parties may sign any number of

copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

<PAGE>

105

SECTION 13.13. Separability. In case any provision in this Indenture or

in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

SECTION 13.14. Table of Contents, Headings, Etc. The Table of Contents,

Cross-Reference Table and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms and provisions hereof

<PAGE>

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed, all as of the date first written above

URS CORPORATION

By /s/Kent P Ainsworth

Name: Kent P Ainsworth

Title: Executive Vice President, Chief
Financial Officer and Secretary

SUBSIDIARY GUARANTORS:

DAMES & MOORE GROUP

By /s/ Kent P. Ainsworth

Name: Kent P. Ainsworth
Title: Executive Vice President and Secretary

DEMETER ACQUISITION CORPORATION

URS CONSULTANTS, INC. -- FLORIDA

URS GREINER WOODWARD-CLYDE
CONSULTANTS, INC.

URS GREINER WOODWARD-CLYDE
CONSULTANTS, INC. -- COLORADO

URS GREINER WOODWARD-CLYDE
ENGINEERING, INC.

URS GREINER WOODWARD-CLYDE GROUP
CONSULTANTS, INC.

URS GREINER WOODWARD-CLYDE, INC. --
CALIFORNIA

<PAGE>

URS GREINER WOODWARD-CLYDE, INC --
OHIO

URS GREINER WOODWARD-CLYDE, INC --
WASHINGTON

URS GREINER WOODWARD-CLYDE, INC.
(COLORADO)

URS GREINER WOODWARD-CLYDE, INC
(CONNECTICUT)

URS GREINER WOODWARD-CLYDE, INC.
GREAT LAKES

URS GREINER WOODWARD-CLYDE, INC.
(MARYLAND)

URS GREINER WOODWARD-CLYDE, INC
PACIFIC

URS GREINER WOODWARD-CLYDE, INC.
SOUTHERN

URS GREINER WOODWARD-CLYDE, INC.
SOUTHWEST

URS GREINER WOODWARD-CLYDE
INTERNATIONAL - AMERICAS, INC.

URS GREINER WOODWARD-CLYDE
INTERNATIONAL HOLDINGS, INC.

By /s/ Kent P. Ainsworth

Name: Kent P. Ainsworth
Title: Executive Vice President, Chief
Financial Officer and Secretary

<PAGE>

WVP CORPORATION

By /s/ Kent P. Ainsworth

Name: Kent P. Ainsworth
Title: Vice President, Chief Financial Officer
and Secretary

URS GREINER WOODWARD-CLYDE
GROUP, INC.

By /s/ Kent P. Ainsworth

Name: Kent P. Ainsworth
Title: Chief Financial Officer and Secretary

<PAGE>

GCH ACQUISITION CORP.

By /s/ Jean-Yves Perez

Name: Jean-Yves Perez
Title: President

GEO-CON, INC.

By /s/ Jean-Yves Perez

Name: Jean-Yves Perez
Title: Vice President

URS GREINER WOODWARD-CLYDE
FEDERAL SERVICES, INC

By /s/ Gary V. Jandegian

Name: Gary V. Jandegian
Title: President

URS GREINER WOODWARD-CLYDE
LICENSING CORP.

By /s/ Cynthia L. Jorgensen

Name: Cynthia L. Jorgensen
Title: President and Treasurer

URS GREINER WOODWARD-CLYDE
OPERATING SERVICES, INC.

By /s/ Cynthia L. Jorgensen

Name: Cynthia L. Jorgensen
Title: Vice President and Treasurer

<PAGE>

AMAN ENVIRONMENTAL CONSTRUCTION,
INC.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

BRW GROUP, INC.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

CLEVELAND WRECKING COMPANY

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

CONTRACTING RESOURCES INTERNATIONAL, INC.

By /s/ Mark A. Snell

Name: Mark A. Snell

Title: Chief Financial Officer

DAMES & MOORE, INC.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

DECISIONQUEST, INC.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

<PAGE>

O'BRIEN-KREITZBERG, INC.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

RADIAN ACQUISITION CORP.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

RADIAN INTERNATIONAL LLC

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

SIGNET TESTING LABORATORIES, INC.

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

WALK, SAYDEL & ASSOCIATES, INC

By /s/ Mark A. Snell

Name: Mark A. Snell



Title: Chief Financial Officer

<PAGE>

FIRSTSTAR BANK OF MINNESOTA, N.A.

By: /s/ Frank P. Leslie III

Name: Frank P. Leslie III
Title: Vice President

<PAGE2>

SCHEDULE I

SUBSIDIARY GUARANTORS

- Demeter Acquisition Corporation
- URS Consultants, Inc. -- Florida
- URS Greiner Woodward-Clyde Consultants, Inc.
- URS Greiner Woodward-Clyde Consultants, Inc. -- Colorado
- URS Greiner Woodward-Clyde Engineering, Inc.
- URS Greiner Woodward-Clyde Group Consultants, Inc.
- URS Greiner Woodward-Clyde, Inc. -- California
- URS Greiner Woodward-Clyde, Inc. -- Ohio
- URS Greiner Woodward-Clyde, Inc. -- Washington
- URS Greiner Woodward-Clyde, Inc. (Colorado)
- URS Greiner Woodward-Clyde, Inc. (Connecticut)
- URS Greiner Woodward-Clyde, Inc. Great Lakes
- URS Greiner Woodward-Clyde, Inc. (Maryland)
- URS Greiner Woodward-Clyde, Inc. Pacific
- URS Greiner Woodward-Clyde, Inc. Southern
- URS Greiner Woodward-Clyde, Inc. Southwest
- URS Greiner Woodward-Clyde International -- Americas, Inc.
- URS Greiner Woodward-Clyde International Holdings, Inc.
- WVP Corporation
- URS Greiner Woodward-Clyde Group, Inc.
- GCH Acquisition Corp.
- Geo-con, Inc.
- URS Greiner Woodward-Clyde Federal Services, Inc
- URS Greiner Woodward-Clyde Licensing Corp
- URS Greiner Woodward-Clyde Operating Services, Inc.
- Dames & Moore Group

<PAGE2>

SCHEDULE II

SUBSIDIARY GUARANTORS

- Anen Environmental Consultation, Inc
- BRW Group, Inc.
- Cleveland Krecking Company
- Contracting Resources International, Inc.
- Dames & Moore, Inc.
- DecisionQuest, Inc.
- O'Brien-Kreitzberg, Inc

Schedule 14D-1 dated May 11, 1999, as amended, and incorporated herein by reference).

99.2 Press Release, dated June 24, 1999.

99.3 Financial Statements of Dames & Moore Group. (Filed as exhibit 99.2 to URS' Current Report on Form 8-K, dated June 11, 1999, and incorporated herein by reference).

Independent Auditors' Report.

Consolidated Statements of Financial Position as of March 26, 1999 and March 27, 1998.

Consolidated Statements of Operations for the years ended March 26, 1999, March 27, 1998 and March 28, 1997.

Consolidated Statements of Changes in Shareholders' Equity for the years ended March 26, 1999, March 27, 1998 and March 28, 1997.

Consolidated Statements of Cash Flows for the years ended March 26, 1999, March 27, 1998 and March 28, 1997

Notes to Consolidated Financial Statements.

Supplementary Financial Information--Selected Quarterly Financial Data (unaudited).

Schedule II--Valuation and Qualifying Accounts.

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-2.5
<SEQUENCE>2
<DESCRIPTION>INDENTURE, DATED JUNE 23, 1999
<TEXT>
<PAGE>

URS CORPORATION,
Issuer

THE SUBSIDIARY GUARANTORS
(AS DEFINED HEREIN),
Subsidiary Guarantors

and

WALK, HAYDEL & ASSOCIATES, INC

By /s/ Mark A. Snell

Name: Mark A. Snell
Title: Chief Financial Officer

<PAGE>

FIRSTSTAR BANK OF MINNESOTA, N.A

By /s/ Frank P. Leslie III

Name: Frank P. Leslie III
Title: Vice President

<PAGE>

SCHEDULE I

SUBSIDIARY GUARANTORS

Demeter Acquisition Corporation
URS Consultants, Inc. -- Florida
URS Greiner Woodward-Clyde Consultants, Inc.
URS Greiner Woodward-Clyde Consultants, Inc. -- Colorado
URS Greiner Woodward-Clyde Engineering, Inc.
URS Greiner Woodward-Clyde Group Consultants, Inc.
URS Greiner Woodward-Clyde, Inc. -- California
URS Greiner Woodward-Clyde, Inc. -- Ohio
URS Greiner Woodward-Clyde, Inc. -- Washington
URS Greiner Woodward-Clyde, Inc. (Colorado)
URS Greiner Woodward-Clyde, Inc. (Connecticut)
URS Greiner Woodward-Clyde, Inc. Great Lakes
URS Greiner Woodward-Clyde, Inc. (Maryland)
URS Greiner Woodward-Clyde, Inc. Pacific
URS Greiner Woodward-Clyde, Inc. Southern
URS Greiner Woodward-Clyde, Inc. Southwest
URS Greiner Woodward-Clyde International -- Americas, Inc.
URS Greiner Woodward-Clyde International Holdings, Inc
WVP Corporation
URS Greiner Woodward-Clyde Group, Inc
GCH Acquisition Corp.
Geo-con, Inc.
URS Greiner Woodward-Clyde Federal Services, Inc.
URS Greiner Woodward-Clyde Licensing Corp
URS Greiner Woodward-Clyde Operating Services, Inc
Damas & Moore Group

<PAGE>

SCHEDULE II

SUBSIDIARY GUARANTORS

Aman Environmental Consultation, Inc.
BRW Group, Inc.
Cleveland Wrecking Company
Contracting Resources International, Inc.
Dames & Moore, Inc.
DecisionQuest, Inc.
O'Brien-Kreitzberg, Inc.
Radian Acquisition Corp.
Radian International LLC
Signet Testing Laboratories, Inc.
Walk, Haydel & Associates, Inc.
<PAGE>