

P06487



ACCOUNT NO. : 072100000032

REFERENCE : 324258 6471A

AUTHORIZATION : Patricia Pigito

COST LIMIT : \$ ~~113.75~~ 78.75

ORDER DATE : July 29, 1999

ORDER TIME : 1:59 PM

ORDER NO. : 324258-005

CUSTOMER NO: 6471A

CUSTOMER: James B. Bogner, Esq
Mateer & Harbert, P.a.
P. O. Box 2854

Orlando, FL 32802-2854

Merger

FILED
99 JUL 30 AM 9:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF MERGER

TRANSPORTATION CONSULTING
GROUP, INC.

INTO

500002947045--2

HDR ENGINEERING, INC.

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX _____ CERTIFIED COPY
_____ PLAIN STAMPED COPY

CONTACT PERSON: Christine Lillich
EXAMINER'S INITIALS:

DL
8/2/99

ARTICLES OF MERGER
Merger Sheet

MERGING:

TRANSPORTATION CONSULTING GROUP, INC., a Florida corporation F15716

INTO

HDR ENGINEERING, INC., a Nebraska corporation, P06487

File date: July 30, 1999

Corporate Specialist: Annette Ramsey

Account number: 072100000032

Account charged: 78.75

**ARTICLES OF MERGER
OF
TRANSPORTATION CONSULTING GROUP, INC.
(a Florida corporation)
AND
HDR ENGINEERING, INC.
(a Nebraska corporation and the surviving corporation)**

FILED
99 JUL 30 AM 9:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

TO THE SECRETARY OF STATE OF THE STATE OF NEBRASKA:

Pursuant to Sections 21-20,128 and 21-20,134 of the Business Corporation Act of the State of Nebraska, HDR Engineering, Inc., hereby adopts these Articles of Merger:

1. The plan of merger is attached hereto as Exhibit 1 and incorporated herein by this reference.

2. The plan of merger was approved by the shareholders of each corporation. The designation, number of outstanding shares and number of votes entitled to be cast by each voting group entitled to vote separately on the plan as to each corporation is as follows:

	<u>Designation Of Group</u>	<u>Shares Outstanding</u>	<u>Votes Entitled to be Cast</u>
Transportation Consulting Group, Inc.	Common Stock	153,466	153,466
HDR Engineering, Inc.	Common Stock	100	100

3. The total number of undisputed votes cast for the plan of merger by each voting group was:

	<u>Voting Group</u>	<u>Votes For</u>
Transportation Consulting Group, Inc.	Common Stock	153,456
HDR Engineering, Inc.	Common Stock	100

4. The merger was approved by the shareholder of HDR Engineering, Inc. on June 22, 1999 and by the shareholders of Transportation Consulting Group on July 8, 1999.

✓ The number of votes cast for the plan of merger by each voting group was sufficient for approval by that voting group.

DATED July 8, 1999.

HDR ENGINEERING, INC.

By:
Its:

Lin Eason
Secretary

TRANSPORTATION CONSULTING GROUP, INC.

By:
Its:

James White
PRESIDENT

PLAN OF MERGER

PLAN OF MERGER dated as of July 8, 1999, by and among HDR, INC. ("HDR"), a Delaware corporation, HDR Engineering, Inc. (ENGR"), a Nebraska corporation which is a wholly owned subsidiary of HDR, and Transportation Consulting Group, Inc. ("TCG"), a Florida corporation.

The boards of directors of the respective corporations deem it desirable and in the best interests of their respective corporations and shareholders that TCG merge into ENGR (the "Merger"), upon the terms and subject to the conditions set forth in this Plan of Merger and in the Agreement and Plan of Merger (the "Agreement") dated the date hereof by among the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings, representations and warranties contained herein and in the Agreement, the parties agree as follows:

1. The Merger

(a) The Merger. On and subject to the terms and conditions of this Plan of Merger and the Agreement, TCG will merge with and into ENGR (the "Merger") at the Effective Time (as defined below). ENGR shall be the corporation surviving the Merger (the "Surviving Corporation").

(b) The Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of TCG in Winter Park, Florida, commencing at 10:00 a.m. local time on July 8, 1999, following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself) or such other date as the Parties may mutually determine (the "Closing Date").

(c) Actions at the Closing. At the Closing, (i) TCG will deliver to HDR the various certificates, instruments, and documents referred to in Section 6(b) of the Agreement, (ii) HDR will deliver to TCG the various certificates, instruments, and documents referred to in Section 6(c) of the Agreement, (iii) ENGR will file with the Secretary of State of the State of Nebraska Articles of Merger in the form attached to the Agreement as Exhibit B (the "Articles of Merger") with a copy of this Plan of Merger attached thereto, and (iv) HDR will deliver to the TCG Stockholders in the manner provided below in this Section 2 the certificates evidencing the HDR Shares issued in the Merger.

(d) Effect of Merger.

(i) General. The Merger shall become effective on the date and at the time (the "Effective Time") that the Articles of Merger are filed by ENGR with the Secretary of State of the State of Nebraska. The Merger shall have the effect set forth in the Nebraska Business Corporation Act. The Surviving Corporation may, at any time after the Effective Time, take any action (including executing and delivering any document) in the name and on behalf of either ENGR or TCG in order to carry out and effectuate the transactions contemplated by this Agreement, and shall make such filings with the Secretary of State of the State of Florida as may be required by law.

(ii) Articles of Incorporation. The Articles of Incorporation of ENGR in effect at and as of the Effective Time will remain the Articles of Incorporation of the Surviving Corporation without any modification or amendment by reason of the Merger, until thereafter amended as provided by law.

(iii) Bylaws. The Bylaws of ENGR in effect at and as of the Effective Time will remain the Bylaws of the Surviving Corporation without any modification or amendment in the Merger, until thereafter amended as provided by law.

(iv) Directors and Officers. The directors and officers of ENGR in office at and as of the Effective Time will remain the directors and officers of the Surviving Corporation (retaining their respective positions and terms of office).

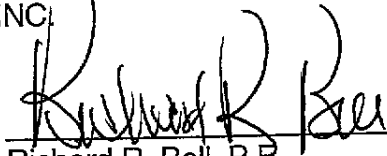
(v) Conversion of TCG Shares and Cash. At and as of the Effective Time, outstanding TCG shares shall be converted into the right to receive .04426388 HDR Shares and \$13.01 cash, allocated as provided in the Agreement. No TCG Share shall be deemed to be outstanding or to have any rights other than those set forth below in this Section 2(d)(v) after the Effective Time.

(vi) HDR Shares and ENGR Shares. Each HDR Share and ENGR Share issued and outstanding at and as of the Effective Time will remain issued and outstanding and be unchanged as a result of the Merger.

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be signed by its duly authorized officers, as of the date first above written.

HDR, INC.

By:

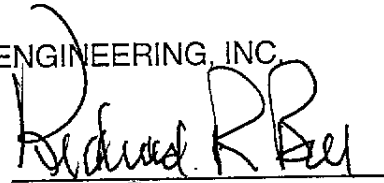


Richard R. Bell, P.E.
President and Chief Executive Officer

HDR ENGINEERING, INC.

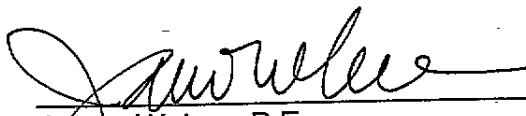
By:

Its:


CEO

TRANSPORTATION CONSULTING GROUP, INC.

By:



James W. Lee, P.E.
President

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