

RESOLUTION NO. RA-4-2020

RESOLUTION FINDING THE OWNER PARTICIPATION AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND WSP USA INC., A NEW YORK CORPORATION TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE OWNER PARTICIPATION AGREEMENT BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the AGENCY is an incorporated entity of the State of Nevada that was created to revitalize the Redevelopment Area by creating new jobs, maintaining existing employment opportunities, eliminating blight, and diversifying the local economy; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the improvements to the twelfth (12th) floor of the Bank of America Plaza located at 300 South Fourth Street, Las Vegas, Nevada 89101(the "Project") of the Project are of benefit to the Redevelopment Area by (i) the installation of tenant improvements in 11,818 square foot office space in an office building located in the Redevelopment Area with approximately 77 work points

1 of office improvements, new HVAC, sprinkler and fire alarm distribution, and new plumbing in
2 select areas, redistribution of HVAC and fire protection, installation of required fire alarm
3 devices, installation of new plumbing fixtures and piping in select areas and other related
4 improvements and (ii) the relocation of approximately 54 jobs into the redevelopment area; and

5
6 WHEREAS, the City Council of the City of Las Vegas has considered the findings that
7 no other reasonable means of financing the improvements of the Project are available; and

8 WHEREAS, the City Council of the City of Las Vegas has considered the undertakings
9 of the Agency in connection with the Owner Participation Agreement (the "Agreement" and
10 attached hereto as **Exhibit A**), which provides for the reimbursement of Developer of a portion
11 of the costs of constructing the improvements of the Project by the issuance to Developer of a
12 certificate of completion upon completion of the Project, all as more fully set forth in the
13 Agreement.
14

15 WHEREAS, the Agency has considered the findings that no other reasonable means of
16 financing the building, facilities or structures or other improvements of the Project are available.
17

18 NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the
19 Agency that the Agreement is hereby approved and determined to be in compliance with and in
20 furtherance of the goals and objectives of NRS Chapter 279 and the Redevelopment Plan, and
21 the Chairperson of the Governing Board of the Agency is hereby authorized and directed to
22 execute the Agreement for and on behalf of the Agency, and to execute any and all additional
23 documents (including any Attachments to the Agreement) and to perform any additional acts
24 necessary to carry out the intent and purpose of the Agreement.
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1 THE FOREGOING RESOLUTION was passed, adopted and approved this 18th day of
2 March, 2020.

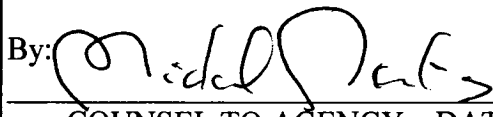
3
4
5 CITY OF LAS VEGAS
6 REDEVELOPMENT AGENCY

7 By: 
8 CAROLYN G. GOODMAN, CHAIR

9 ATTEST:

10
11 By:  4/22/20
12 for SECRETARY DATE

13
14 APPROVED AS TO FORM:

15
16 By:  2-27-20
17 COUNSEL TO AGENCY DATE
18 Michael Warner

OWNER PARTICIPATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the ____ day of ____ 2020 by and between the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency") and WSP USA Inc., a New York corporation (the "Developer").

1. Purpose of this Agreement

(a) The purpose of this Agreement is to effectuate the Redevelopment Plan (defined below) for the Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the installation of improvements into the building located on that certain real property included within the boundaries of the Redevelopment Area (the "Site").

(b) Developer has entered into an of office lease for office space ("Leased Space") in the office building located on the Site (the "Lease") and in connection therewith has (i) installed tenant improvements into the Leased Space and (ii) relocated its local headquarters into the Leased Space relocating numerous jobs into the Redevelopment Area.

(b) The installation of the interior improvements to the Leased Space in the building pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

(c) As a result of the installation of the QI (defined below), Developer has increased the investment in the Redevelopment Area and relocated approximately 54 jobs into the Redevelopment Area.

(d) As part of the installation of the QI to the Site and in order to increase the investment into the Redevelopment Area and to achieve the relocation of jobs into the Redevelopment Area, Agency has agreed to reimburse Developer for Developer's installation of the QI.

2. The Redevelopment Plan

This Agreement is subject to the provisions of the Redevelopment Plan which was approved and adopted on March 5, 1986, by the City Council of the City by Ordinance No. 3218, and any amendments thereto (the "Redevelopment Plan"). The Redevelopment Plan, as it now exists, and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

3. The Redevelopment Area

The Redevelopment Area is located in the City and the exact boundaries thereof are specifically described in the Redevelopment Plan.

4. The Site

The Site is that portion of the Redevelopment Area located at 300 South Fourth Street, Las Vegas, Nevada 89101, Las Vegas, Nevada, APN 139-34-210-077, as shown on the Map of the Site attached hereto as Attachment "A".

5. Parties to this Agreement

(a) Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382 et seq.). The office of Agency is located at 495 S. Main Street, 6th Floor, Las Vegas, Nevada 89101. "Agency" is used in this Agreement means the City of Las Vegas Redevelopment Agency and any assignee of, or successor to, its rights, powers and responsibilities.

(b) The Developer is WSP USA, Inc, a New York corporation. The office of Developer is located at 300 South Fourth Street, 12th Floor, Las Vegas, Nevada 89101. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

(c) The qualifications and identity of the Developer and of the Managing Member and owners of Developer are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the ownership and management of Developer prior to the completion of the Development (defined below) as evidenced by the issuance of a Certificate of Completion therefor.

(d) Except as specifically set forth herein, the Developer shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

6. The Development

(a) The improvements constructed upon the Site are described on Attachment "B" attached hereto and is hereinafter referred to as the "Development." Developer represents that it has constructed the Development in strict conformance with Attachment "B" and has installed those improvements described on Attachment "C" and referred to herein as the "QI" in strict conformance with Attachment "C".

(c) The Developer hereby represents and warrants to Agency that (i) Developer has leased on an exclusive basis the Office Space pursuant to the Lease dated August 23, 2019, between Developer, as tenant, and CCRP/AG BOFA PLAZA OWNER, LLC, as landlord and (ii) a true and accurate summary of the Lease is attached hereto as Attachment "D".

(b) Developer hereby represents and warrants to Agency that the receipt of the QI Reimbursement (defined below) was required in order for Developer to be able to complete the Development and to move its local headquarters and employees to the Redevelopment Area.

7. Reimbursement of QI Costs

(a) Subject to Developer fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Developer for the cost of the QI not to exceed Ninety-Five Thousand Dollars (\$95,000) toward the costs of the QI ("QI Reimbursement").

(b) In order for Developer to qualify for the QI Reimbursement, the following conditions must be met ("Conditions"):

- (i) The Development must be completed in conformance with Attachment "B";
- (ii) All of the QI must be completed in conformance with Attachment "C" as established by photographs in formats approved by Agency;
- (iii) A certificate of occupancy must be issued by the City of Las Vegas permitting occupancy and use of the Development for its intended use;
- (iv) The issuance of a City of Las Vegas business license for Developer at the location of the Development;
- (v) Developer has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Development and the QI has been paid in full and that there are no outstanding mechanics liens or claims related to the Development and the QI. Such proof shall include, but not limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment and a current title report; and
- (vi) Developer and Agency have entered into a certificate of Completion in the form of Attachment "F" hereto, as more fully described in Section 13 below.

Upon the fulfillment of the conditions set forth in this Section 7(b), Agency shall pay the QI Reimbursement to Developer within forty-five (45) days.

(c) Developer agrees that in the event all of the Conditions are not fulfilled by June 1, 2020 (subject to permitted delays under Section 18), then Agency shall have the right to terminate this Agreement upon written notice to Developer. Upon such termination this agreement shall be null and void and Agency shall thereafter have no obligation to make the QI Reimbursement to Developer.

8. General Representations

Developer hereby represents and warrants that:

1. This Agreement and all agreements, instruments and documents herein provided to be executed are duly executed and binding on Developer.

2. No approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement by Developer or with the performance by Developer of its obligations hereunder.

3. This Agreement does not now or shall not hereafter breach, invalidate, cancel, make inoperative or interfere with any contract, agreement, instrument, mortgage, deed of trust, promissory note, lease, bank loan or credit agreement to which Developer is subject.

9. Indemnification

Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency and the City of Las Vegas, and their respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency which may arise out of or in any manner be connected with the subject matter of this Agreement, including the construction of the Development and/or the QI.

10. Rights of Access

For the purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of reasonable access to the Site and Development without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of Agency shall be those who are so identified in writing by the Executive Director of Agency.

11. Antidiscrimination During Construction

The Developer, for itself and its successors and assigns, represents and warrants that in the construction of the Development provided for in this Agreement, the Developer did not discriminate against any employee or applicant for employment because of race, color, reed, religion, sex, age, ancestry or national origin.

12. Intentionally omitted.

13. Certificate of Completion

The Developer shall request that a Certificate of Completion be issued by Agency after completion of the construction of the Development and QI. The issuance of the Certificate of Completion shall be subject to the City of Las Vegas' issuance of a Certificate of Occupancy and the Developer has submitted, to Agency's satisfaction, the required documentation pursuant to the Employment Plan. The Certificate of Completion for the Development shall be in the form attached hereto as Attachment "F".

The Certificate of Completion for the Development shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement upon the Site or such portion thereof and of full compliance with the terms hereof. After issuance of the Certificate of Completion for the Development, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site or such portion thereof

covered by said Certificates of Completion shall not (because of such ownership, purchase lease or acquisition) incur any obligation or liability under this Agreement. Except as otherwise provided herein, after the issuance of the Certificate of Completion for the Development, neither Agency, the City nor any other person shall have any rights, remedies or controls with respect to the Site or such portion thereof that it would otherwise have or be entitled to exercise under this Agreement as a result of a default in or breach of any provision of this Agreement.

Agency shall not unreasonably withhold the Certificate of Completion. If Agency refuses or fails to furnish the Certificate of Completion for the Development after written request from the Developer, Agency shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If Agency shall have failed to provide such written statement within said 10 day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

14. Maintenance

The Developer hereby covenants and agrees for itself, its successors, assigns and every successor in interest (i) to maintain the Development in good condition and repair at all times and (ii) and to keep the Development free from any accumulation of debris or waste materials.

15. Notices, Demands and Communications Between the Parties

Formal notices, demands and communications between Agency and Developer shall be sufficiently given if dispatched by reputable overnight courier or registered or certified mail, postage prepaid, return receipt requested, to the principal offices of Agency and Developer as set forth in Sections 5(a) and 5(b) hereof, and shall be deemed given two (2) business days after delivery to a reputable overnight courier for next business day delivery, or five (5) days after delivery to the U.S. Postal Service for delivery by registered or certified mail. Such written notices, demands and communications may be sent in the same manner to such other addressees as either party may from time-to-time designate by mail.

16. Conflict of Interests

No member, official or employee of Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

17. Non-liability of Agency Officials and Employees

No member, official or employee of Agency shall be personally liable to the Developer in the event of any default or breach by Agency or for any amount which may become due to the Developer or on any obligations under the terms of this Agreement.

18. Enforced Delay: Extension of Times of Performance

Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

19. Amendments to this Agreement

The Developer and Agency agree to mutually consider reasonable requests for amendments to this Agreement which may be made by any of the parties hereto, lending institutions, or bond counsel or financial consultants to Agency, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein.

20. Disclosure of Principals

Pursuant to Resolution RA-4-99 adopted by the governing board of Agency effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Attachment "F", all principals, including partners of Developer, as well as all persons and entities holding more than 1% interest in Developer and or any principal of Developer. Until such time as the Certificate of Completion is issued, Developer shall notify RDA in writing of any material change in the above disclosure within 15 days of any such change.

21. Default

If during the existence of this Agreement, the following shall constitute a "Developer Event of Default":

(a) the Developer and/or the owners of Developer transfer or assigns or attempt to transfer or assign the rights, benefits or duties under this Agreement, the ownership interests of Developer, in the Site or any improvements thereon, in violation of the provisions of Section 5;

(b) the Developer fails to proceed with, abandons or substantially suspends the construction of the improvements required by this Agreement;

(c) any of the representations and warranties of Developer are untrue in any material respect;

(d) the Developer fails to perform any other material obligation imposed under the provisions of this Agreement; or

(e) the filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets.

In the event of Developer Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate on the date that the written notice of termination is received by the Developer or such other date as may be specified in the written notice. If the QI Reimbursement has not been disbursed to the Developer, Agency shall be relieved of the obligation to disburse the QI Reimbursement to Developer.

22. Entire Agreement Waivers and Amendments and Counterparts

This Agreement is executed in 2 duplicate originals, each of which is deemed to be an original. This Agreement Attachments "A" to "F", attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Time for acceptance by agency

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Developer and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Developer.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

23. Time for Acceptance by Agency

23. Time for Acceptance by Agency

This Agreement, when executed by the Developer and delivered to Agency, must be authorized, executed and delivered by Agency fifteen (15) days from the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement.

By executing this Agreement and submitting it to Agency, Developer is making an irrevocable offer to enter into this Agreement, which offer shall continue for the period of time specified above. The effective date of this Agreement shall be the date when this Agreement has been signed by Agency.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

 2-27-20
Michael Wiercher Date

WSP USA INC. a New York corporation

By: _____

Name: _____

Title: _____

ATTACHMENTS

Attachment A	Site Map
Attachment B	Scope of Development
Attachment C	Description of Qualified Improvements
Attachment D	Lease Summary
Attachment E	Form of Certificate of Completion
Attachment F	Disclosure of Principals

ATTACHMENT A

SITE MAP

Bank of America Plaza, 300 S. Fourth
Street WSP USA, Inc.



ATTACHMENT B

SCOPE OF DEVELOPMENT

Tenant improvements in 11,818 square foot office space with approximately 77 work points of office improvements, new HVAC, sprinkler and FA distribution, and new plumbing in select areas, redistribution of HVAC and fire protection, installation of required fire alarm devices, installation of new plumbing fixtures and piping in select areas and other related improvements.

ATTACHMENT C

QUALIFIED IMPROVEMENTS

- New HVAC, sprinkler and FA distribution.
- Some new partitions, new power for furniture, new lighting and lighting controls.
- Add conference and collaboration space
- Renovate the existing pantry
- Distribute new power for work points and conference locations
- Provide new wall and floor finishes
- New acoustical ceilings in select areas
- New reproduction space
- Redistribute HVAC, and fire protection, install required fire alarm devices,
- Install new case work in select areas
- Distribute communication cable throughout
- Install new plumbing fixtures and piping in select areas
- New distribution of duct work and diffusers throughout
- Kitchen area modernized.
- New cabinets, appliances, plumbing fixtures, and finishes
- Salvage of light fixtures for reuse.

ATTACHMENT D

LEASE SUMMARY

BUILDING: Bank of America Plaza, 300 South Fourth Street, Las Vegas, Nevada 89101

PREMISES: 11,818 square feet of office space on 12th floor consisting of entire floor.

TERM OF LEASE: Ninety-One (91) months

EXTENSION OPTIONS: Two (2) five (5) year options to extend at market rent rates.

ATTACHMENT E
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT

WHEREAS, pursuant to the Owner Participation Agreement (OPA) dated _____, 2020, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic, hereinafter referred to as the "Agency," provided assistance to WSP USA Inc., a New York corporation, hereinafter referred to as the "Developer," for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, in the twelfth floor of 300 South Fourth Street, Las Vegas, Nevada 89101 (the "Site"); and

WHEREAS, as referenced in the OPA, the Developer shall certify to Agency that all construction and development on the Site has been substantially completed in compliance with the OPA; and

WHEREAS, as referenced in the OPA, Agency shall furnish the Developer with a Certificate of Completion of all construction and development upon the Site; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the OPA.

NOW, THEREFORE:

1. The Developer hereby certifies to Agency that all construction on the Site has been completed in compliance with the OPA, including without limitation, the issuance of a certificate of occupancy for the core and shell of the project.

2. Agency agrees and does hereby certify that the construction development on the Site has been fully and satisfactorily performed and completed as required by the OPA.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
Carolyn G. Goodman, Chair

ATTEST:

LuAnn D. Holmes, Secretary

WSP USA INC., a New York corporation

By: _____

Name: _____

Its: _____

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

 This instrument was acknowledged before me, a notary public, on this _____ day of _____, 20_____, by _____, CHAIR of the City of Las Vegas
Redevelopment Agency.

Notary Public

STATE OF)
)ss.
COUNTY OF)

 This instrument was acknowledged before me, a notary public, on this _____ day of _____, 20_____, by _____, as _____ of
WSP USA INC., a New York corporation.

Notary Public

ATTACHMENT F

DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. Policy

In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.

4. Incorporation

This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1	Contracting Entity
Name	WSP USA Inc.
Address	One Penn Plaza New York, NY 10119
Telephone	212-465-5000
EIN or DUNS	EIN - 11-1531569

Block 2	Description
	100% owner is Parsons Brinckerhoff Holdings Inc.

Block 3	Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Trust ☐ Other:	

**CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 4 Disclosure of Ownership and Principals

In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.			
2.			
3.			
4.			
5.	**Please refer to attachment**		
6.			
7.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.

Name



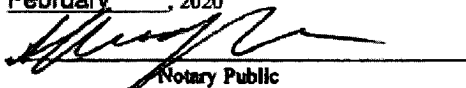
Suzanne Puccino
Senior Vice President

Date

February 25, 2020

Subscribed and sworn to before me this 25 day of

February, 2020



Notary Public

HILARY SYLVESTER

Notary Public, State of New York
No. 01SY6263386 Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 11, 2020

- 2 -

WSP USA INC.

OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business</u> <u>Address</u> <u>Reference</u>	<u>Director</u>
			<u>Number</u>	
President and CEO	Bernard P. McNeilly	New York, NY	(1)	X
Executive Vice President	Lewis P. Cornell	Orange, CA	(2)	
Senior Vice President	Roger W. Blair	Houston, TX	(3)	X
Senior Vice President	Gerald S. Jannetti	New York, NY	(1)	
Senior Vice President	Sam Knaster	Philadelphia, PA	(4)	
Senior Vice President	Garry E. Nunes	New York, NY	(1)	
Senior Vice President	J. Steven Paquette	New York, NY	(1)	
Senior Vice President	Christopher L. Peters	Orange, CA	(2)	
Senior Vice President	John D. Porcari	Washington, DC	(5)	
Senior Vice President	Joseph G. Pulicare	New York, NY	(1)	
Senior Vice President	Eric R. Roecks	Seattle, WA	(6)	
Senior Vice President & Treasurer	Patrick T. Sheridan	New York, NY	(1)	
Senior Vice President	Arpit Talati	Dallas, TX	(7)	
Senior Vice President	David B. Terry	Upper Saddle River, NJ	(8)	
Senior Vice President	Pamela Townsend	Raleigh, NC	(9)	
Senior Vice President	John Trotta	Chicago, IL	(10)	
Senior Vice President	Joseph B. Willhite	Chicago, IL	(10)	
Vice President	Andrew J. Lynn	New York, NY	(1)	
Vice President	Kevin B. Reed	San Diego, CA	(11)	
Assistant Vice President	Sandy Bishay	New York, NY	(1)	
Assistant Vice President	Amir J. Degany	Boston, MA	(12)	
Assistant Vice President	Leslie Gartner	Atlanta, GA	(13)	
Assistant Vice President	David Patterson	Baltimore, MD	(14)	
Assistant Vice President	Robert Rohlfis	Kansas City, MO	(15)	
Assistant Vice President	Fadi S. Walieddine	San Francisco, CA	(16)	
Secretary	Hillary F. Jassey	New York, NY	(1)	
Assistant Secretary	W. Stephen Dale	New York, NY	(1)	
Assistant Secretary	Cary M. Siegel	New York, NY	(1)	
Controller	Nicholas P. Mitrakis	New York, NY	(1)	
Assistant Controller	Christopher J. D'Aquino	Ephrata, PA	(17)	
Board Director	Michael J. Abrahams	New York, NY	(1)	X
Board Director	Gregory P. Benz	Eliot, ME	(18)	X
Board Director	Peter F. Donahue	Boston, MA	(12)	X

WSP USA INC.

OFFICERS AND DIRECTORS

<u>Title</u>	<u>Name</u>	<u>Business Address*</u>	<u>Business Address Reference Number</u>	<u>Director</u>
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*** Business Addresses**

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- (4) 4 Penn Center, 1600 JKF Blvd., Suite 510, Philadelphia, PA 19103
- (5) 1015 Half Street, SE, Suite 650, Washington, DC 20003
- (6) 999 Third Avenue, Suite 3200, Seattle, WA 98104
- (7) 2777 N Stemmons Freeway, Suite 1600, Dallas, TX 75207
- (8) 600 East Crescent Ave., Suite 200, Upper Saddle River, NJ 07458
- (9) 434 Fayetteville Street, Suite 1500, Raleigh, NC 27601
- (10) 30 N. LaSalle Street, Suite 4200, Chicago, IL 60602
- (11) Wells Fargo Bldg., 401 B Street, Suite 1650, San Diego, CA 92101
- (12) 75 Arlington Street, 9th Floor, Boston, MA 02116
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- (15) 300 Wyandotte Street, Kansas City, MO 64105
- (16) 425 Market Street, 17th Floor, San Francisco, CA 94105
- (17) 4139 Oregon Pike, Ephrata, PA 17522
- (18) 428 Dow Highway, Eliot, ME 03903