

Subcontractor warranty, representation, guarantee or obligation, the Contractor shall be responsible for enforcing or performing any such representation, warranty, guaranty or obligation.

(b) Time Period. The RTC's rights under this Section shall commence at the time such representation, warranty, guaranty, or obligation is furnished or becomes effective under the terms of this Article, and shall continue until the expiration of the Contractor's relevant warranty (including extensions for re-done Work). Until such expiration, the cost of any equipment, material, labor (including re-engineering) or shipping shall be the responsibility of the Contractor, and the Contractor shall be required to replace or repair defective equipment, material, or workmanship furnished by Subcontractor.

(c) Contractor Liability. To the extent that any Subcontractor's Warranty is voided in whole or part by reason of any act or omission of the Subcontractor or the Contractor, the Contractor shall still be fully liable to the extent of such Warranty.

H. Reservation. The foregoing warranties are in addition to all rights and remedies available under applicable statutes, common law, or other law or contract.

SEC. 18. PROJECT COMPLETION AND ACCEPTANCE

A. Substantial Completion.

(1) Application for Substantial Completion. The Contractor shall deliver an Application for Substantial Completion to RTC when all of the following have occurred:

(a) The Contractor has completed all Work required in order to allow the entire Project to be safely open to traffic, without the need for future lane closures to complete the Work, including (i) pavement structure complete to the final plan configuration and thickness; (ii) permanent striping and signing in place; (iii) utilities relocated; (iv) retaining structures complete; (v) lighting in place and operational; and (vi) traffic barriers and safety appurtenances in place;

(b) The Contractor has ensured that all Work has been performed and substantially completed in accordance with the requirements of the Contract Documents;

(c) The Contractor has ensured that the Project may be used without damage to the Project or any other property on or adjacent to the Work site, and without injury to any person;

(d) All on-site Work for utility owners has been completed and all utility owner approvals have been received by the Contractor.

(2) RTC Review and Inspection.

(a) Upon receipt of the Contractor's Application for Substantial Completion, the RTC shall conduct such inspections, surveys, and/or testing, as it deems necessary and appropriate.

(b) If such inspections, surveys and/or tests disclose that any Work is Deficient or otherwise does not meet the requirements of the Contract Documents, the RTC will promptly advise the Contractor as to any Deficiencies in the Work necessary to be corrected as a condition to Substantial Completion. The Contractor shall make corrections at its sole expense.

(c) Upon correction of the Deficiencies identified as a prerequisite to Substantial Completion, the Contractor shall provide written notification to the RTC, and the RTC shall conduct another round of inspections, surveys and/or tests. This procedure shall be repeated until the RTC find that all prerequisites to Substantial Completion have been met.

(3) Required Elements of Substantial Completion. Substantial Completion of the Project shall be deemed to have occurred when:

(a) The RTC determines that all requirements of this subsection have been satisfied;

(b) The RTC determines that all Deficiencies identified as prerequisites to Substantial Completion have been corrected; and

(c) The RTC, after consultation with the Contractor, has established a Punch List of items remaining to be completed or corrected prior to Final Acceptance.

(4) Certificate of Substantial Completion. The RTC will issue a Certificate of Substantial Completion to the Contractor at such time as the RTC determines that

Substantial Completion has occurred, under the standards and criteria set forth herein. Such Certificate shall specify the date on which Substantial Completion occurred.

(5) Responsibility to Complete the Work. Notwithstanding any other provision of this Contract, it shall be the Contractor's continuing responsibility to complete and deliver every element, and the integrated whole, of the Work in accordance with all of the requirements of the Contract. The issuance of a Certificate of Substantial Completion by the RTC for any element, or for the whole of the Work, shall not be construed to relive the Contractor of this responsibility, or any part thereof. If, after the issuance of a Certificate of Substantial Completion and during the applicable warranty period, as set forth in Section 17, the RTC discovers any Deficiency, or item not completed or otherwise requiring correction or remedial action, whether or not the item appears on any Punch List or other list of clean up items, the Contractor shall correct the Deficiency, complete the item, or otherwise remedy the condition to bring it into full compliance with the Contract.

B. Punch List Completion. Following Substantial Completion, the RTC will allow the Contractor reasonable access to the Site to complete the items on the Punch List agreed upon pursuant to the requirements in this Section. When the Contractor believes that it has completed all items on the Punch List, it shall so notify the RTC and request a determination the Punch List Completion has been satisfied. At the time the RTC determines all such items have been completed, the RTC shall notify the Contractor that it has satisfied Punch List Completion.

C. Final Acceptance.

(1) Required Elements of Final Acceptance. On or before Final Acceptance, the Contractor shall perform any Work that was deferred for purposes of Substantial Completion and shall satisfy all of its other obligations under the Contract Documents, including ensuring that the Project has been completed and all components have been properly inspected and tested. The Contractor shall then submit a Request for Final Acceptance to the RTC. Final Acceptance of the Project shall be deemed to have occurred when all of the following have occurred:

(a) All requirements for Submittal Completion and Punch List Completion have been fully satisfied.

(b) The Contractor has delivered to the RTC the affidavit described in paragraph (2) below, along with unconditional releases from all first tier

Subcontractors and any lower tier Subcontractors that have filed stop notices during the term of the Contract.

(c) All payrolls, bills for materials or work, or other indebtedness connected with the work have been paid;

(d) All of the Contractor's personnel, supplies, waste, materials, facilities and equipment have been removed from the site, and the Contractor has restored and repaired the site in good working order and condition;

(e) The RTC has received and accepted the assignment of all Subcontractor's, manufacturer's and supplier's Warranties;

(f) The RTC has received and accepted all surveys, test data and reports, and other deliverables required under the Contract Documents;

(g) All equipment, special tools, spare parts, or other goods purchased by the Contractor as provided in the Contract Documents have been delivered to and accepted by the RTC, free and clear of liens;

(h) All of the Contractor's obligations under the Contract Documents (other than obligations which by their nature are required to be performed after Final Acceptance) have been satisfied in full or waived in writing by the RTC;

(i) The Contractor has delivered to the RTC a Notice of Completion for the Project in recordable form and meeting all statutory requirements; and

(j) The Contractor has identified a single point of contact to address the Warranty requirements of this Contract throughout the duration of the Warranty term.

(k) The Contractor has furnished to the RTC a certification from the Contractor's Quality Manager certifying material conformity of the construction with the Contract Documents;

(l) The Contractor has received all applicable governmental approvals required for Project use, including any necessary approvals from the City of Reno and/or the City of Sparks and/or Washoe County.

(2) Request for Final Acceptance. The Contractor's Request for Final Acceptance shall include an affidavit certifying that --

(a) The Work under this Agreement has been completed in strict accordance with the Contract Documents;

(b) No lawful debts for labor or materials are outstanding and no federal excise tax has been included in the Contract Price;

(c) All requests for funds for undisputed work under the Contract, including changes in the Work, and under all billings of whatsoever nature are accurate, complete and final and no additional compensation over and above the final payment will be requested or is due under this Agreement or under any adjustment issued thereunder for such undisputed work;

(d) There are no outstanding claims of the Contractor, and no outstanding claims, liens or stop notices of any Subcontractor, supplier, laborer, or utility owner relating to the Project; there is no existing default by the Contractor under any utility agreement to which the Contractor is a party, and no event has occurred which, with the passing of time or giving of notice or both, would lead to a claim relating to the Work or event of default under any utility agreement to which the Contractor is a party; and

(e) Upon receipt of final payment, the Contractor and its Subcontractors acknowledge that the RTC and any and all employees of the RTC and their authorized representatives will thereby be released, discharged and acquitted from any and all claims or liability for additional sums on account of undisputed work performed under this Agreement..

If the Contractor is unable to include in its affidavit the statement in subparagraph (d) above, due to matters still outstanding, its affidavit shall describe the outstanding matters in such detail as may be requested by the RTC; shall include a representation by the Contractor that it is diligently and in good faith contesting all such matters by appropriate legal proceedings, or by other means; and shall provide a status report regarding the same including an estimate of the maximum amount payable with respect to each such matter. In the event that such outstanding matters are identified by the Contractor, the RTC reserves the right to continue to hold all or part of the retainage until such matters are resolved.

(3) Certificate of Final Acceptance. The RTC will inspect the Work within ten (10) Days after receipt of the Request for Final Acceptance, and will issue a Certificate of

Final Acceptance to the Contractor at such time as the RTC, in consultation with the RTC, determines that the requirements for Final Acceptance have been satisfied under the standards and criteria set forth in this Section. Such Certificate shall specify the date on which Final Acceptance occurred. If the RTC determines, however, that there are Deficiencies or uncompleted portions of the Work, the Contractor shall, at its own cost and expense, promptly remedy the Deficiencies or uncompleted Work and submit a additional Request for Final Acceptance of the Work, in accordance with the above process.

(4) Reservations. Final Acceptance will not prevent the RTC from correcting any measurement, estimate or certificate made before or after completion of the Work, nor shall it prevent the RTC from recovering from the Contractor, any surety or other provider of performance security, any overpayment sustained for failure of the Contractor to fulfill the obligations under the Contract Documents. The occurrence of the Final Acceptance Date shall not relieve the Contractor from any of its continuing obligations under this Contract.

(5) Exceptions. Final Acceptance shall be final and conclusive except for (a) defects not readily ascertainable by the RTC; (b) actual or constructive fraud; (c) gross mistakes amounting to fraud; (d) material errors that the Contractor knew or should have known about; and (e) the RTC's rights under any warranty or guarantee. The RTC may revoke Final Acceptance at any time prior to the issuance of the final payments by the RTC upon RTC's discovery of such defects, mistakes, fraud, or errors in the Work, even if final payment has been made.

(6) Landscape Acceptance. Upon Plant Establishment (not less than eight (8) months after Substantial Completion), at the Contractor's request, the RTC will inspect the landscaping to determine whether all landscape installations are fully established and in compliance with the requirements of the Contract Documents. The Plant Establishment and the Contractor's maintenance obligations will terminate after Landscape Acceptance is reached. If the RTC identifies any areas of nonconforming Work, the Contractor shall correct the Deficiencies.

D. Passage of Title. The Contractor warrants that it owns, or will own, and has, or will have, good and marketable title to all materials, equipment, tools, and supplies furnished, or to be furnished, by it and its Subcontractors that become part of the Project or are purchased for the RTC for the operation, maintenance or repair, free and clear of all liens. Title to all of such

materials, equipment, tools, and supplies which have been delivered to the site shall pass to the RTC, free and clear of all liens, upon the earlier of incorporation into the Project, or payment by the RTC to the Contractor of invoiced amounts pertaining thereto. Notwithstanding any such passage of title, the Contractor shall retain sole care, custody and control of such materials, equipment, tools, and supplies and shall exercise due care with respect thereto, as part of the Work, until the Final Acceptance Date or until the Contractor is removed from the Project.

SEC. 19. LIQUIDATED DAMAGES

A. Time of the Essence. Time is an essential element of this Phase 2 Agreement, and it is important that the work be pursued vigorously to completion. The Contractor acknowledges and agrees that the RTC will suffer damages in the event of a delay, as specified below, and also that the public is subject to detriment and inconvenience when full use of infrastructure cannot be made because of an incomplete Project. The Contractor further acknowledges that because it is impracticable or extremely difficult to ascertain the exact amount of actual damages to be sustained, the Contractor and the RTC have agreed to stipulate the amount payable by the Contractor in the event of a delay or other non-performance by the Contractor.

B. Impact of Delay. Any delay beyond the dates set forth in Section 6 will result in RTC potentially incurring significant losses, including, without limitation, loss of reputation, delay costs, and losses out of other contracts held by RTC and related to this Project. The parties have agreed to the following liquidated damages as an estimate of RTC's losses and not as a penalty.

(1) Substantial Completion of Project. If the Contractor fails to achieve Substantial Completion for the Project by the Substantial Completion Deadline specified in Section 5A, the Contractor agrees to liquidated damages in the amount of \$ 7,500.00 per Day, beginning on the day after the Substantial Completion Deadline and ending on the date Substantial Completion occurs, as evidenced by the issuance of the Certificate of Substantial Completion.

(2) Punch List Completion. If the Contractor fails to achieve Punch List Completion by the Punch List Completion Deadline specified in Section 5C, the Contractor agrees to pay liquidated damages in the amount of \$2,500.00 per Day beginning on the day after the Punch List Completion Deadline and ending on the date Punch List Completion is achieved.

(3) Completion of Intersection. If the Contractor fails to complete the work at the Intersection of Greg Street and Sparks Boulevard within the time specified in the Critical Path Schedule, the Contractor agrees to pay liquidated damages in the amount of \$2,000.00 per Day of delay.

(4) Traffic Control. If the Contractor fails to implement and/or maintain the approved traffic control plan, the Contractor agrees to pay liquidated damages in the amount of \$250.00 for any fifteen (15) minute interval, after the first two (2) hours after notification, until the Contractor begins correction of deficiencies.

C. Violation of Key Personnel Requirements. If the Contractor violates the Key Personnel requirements in Section 8, the Contractor agrees to pay liquidated damages in the amount of \$5,000.00 per violation.

D. Assessment and Collection.

(1) Authority of Project Manager. In assessing liquidated damages, the RTC will be guided by principles of fairness and the efforts of the Contractor to comply with the time constraints specified herein. Accordingly, the RTC may, in its discretion, determine that minor variances to the performance period specified in subsection B(4) do not warrant imposition of liquidated damages.

(2) Collection. The Contractor shall pay liquidated damages within fifteen (15) Days after notice of assessment by the RTC. In addition, the Contractor agrees that RTC may withhold payments otherwise due the Contractor under this Agreement or attach the Contractor's performance bond to cover the liquidated damages set forth above.

(3) Multiple Liquidated Damages. Any combination of multiple liquidated damages as set forth in subsection B may be assessed, but shall not be assessed concurrently. If the Contractor is in violation of more than one (1) of the performance periods set forth in subsection B concurrently, only the higher rate shall be assessed. In addition, however, the RTC shall have the right to charge the Contractor, its successors, assigns, or surety, actual costs of engineering, inspection, supervision and other expenses, including overhead and legal fees, incurred by the RTC which directly result from the Contractor's failure to properly perform in accordance with the terms of this Agreement. Such sums may be withheld from final payment.

E. Other Remedies. Subject to the limitations specified in Section 25 hereof, the assessment of liquidated damages shall not preclude the RTC from exercising other rights and remedies against the Contractor, including suspension of the Work or termination of this Agreement

SEC. 20. RIGHT TO SUSPEND WORK AND TERMINATE CONTRACT

A. RTC Rights. It is mutually agreed that if at any time during the prosecution of the work the RTC determines that the Work is not being performed according to this Phase 2 Agreement or in the best interest of RTC, the RTC may proceed in any of the following ways:

(1) Temporarily suspend the execution of the work by the Contractor; or

(2) Terminate the Phase 1 Agreement and/or this Phase 2 Agreement, in accordance with the Contract Documents, and thereupon proceed (a) by selecting a new contractor to perform the Construction Work; (b) by the use of the RTC's own forces; (c) by calling upon the surety to complete the work in accordance with this Phase 2 Agreement; or (d) by a combination of any such methods.

B. Contractor Obligations. Any excess in the cost of completing this Phase 2 Work beyond the Contract Price set forth in Section 6A that is incurred by the RTC because of a suspension or termination under this Section will be charged to and paid by the Contractor or its surety.

C. Written Notice. Whenever RTC determines to suspend or terminate work under this Phase 2 Agreement, it shall provide a written notice sent by mail to the Contractor and to the Contractor's surety at their respective addresses. In the case of a termination, the RTC shall provide the Contractor and/or the surety ten (10) working days from its notice to proceed with its cure.

D. Other Rights. The rights of the RTC under this Section are in addition to its termination rights and remedies under the Standard Specifications and the Supplemental General Provisions.

SEC. 21. ALTERATIONS AND OMISSIONS

The RTC reserves the right, at any time during the progress of the Work, to alter the Work identified in Exhibit A hereto, or omit any portion of the Work as it may deem reasonably necessary for the public interest, making allowances for additions and deductions with compensation made in accordance with this Phase 2 Agreement for the altered or omitted work,

without constituting grounds for any claim by the Contractor for allowance for damages or for loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the Work as done. Any such alteration or omissions shall be made pursuant to Change Order issued in accordance with this Agreement.

SEC. 22. ISSUE AND DISPUTE RESOLUTION

A. Applicability of Partnering Agreement. In the event of any issue or dispute between the RTC and the Contractor arising under or related to this Agreement, the Parties shall first attempt to resolve the matter using the Issue Resolution System adopted by the Parties, as reflected in the June 21, 2012 Partnering Meeting Notes, specifically including the disputes “ladders” and time frames therein, as set forth in Exhibit F hereto.

B. Use of Dispute Resolution Team. If the issue or dispute remains unresolved after following the Issue Resolution ladders described in Subsection A, the Parties shall next attempt to resolve such matter through the use of a Dispute Resolution Team (DRT), as follows:

(1) The DRT shall consist of (a) one member selected by the RTC; (b) one member selected by the Contractor; and (c) a third neutral member selected by the first two. The Parties shall select their members within ten (10) Days after the completion of the process described in Subsection A, and those two members shall select the third within ten (10) Days of their selection. Upon the selection of the third member, the DRT shall be deemed to be convened.

(2) Each member shall have experience in the construction industry, and preferably experience in or knowledge of local road or highway work and conditions.

(3) No member may have a financial interest in either Party or the Project or otherwise have a conflict of interest that would preclude his or her impartial consideration of the matter in dispute.

(4) Each Party shall pay the expenses of the DRT member it selects and the Parties shall share the expenses of the neutral member and all other reasonable expenses incurred by the DRT.

(5) The DRT shall provide each Party the opportunity to make oral and written presentations and submittals and shall render its recommended resolution of the matter in dispute in writing within forty five (45) Days after the date the DRT is convened.

(6) The recommended resolution of the DRT shall be final and binding unless either Party files a written objection thereto with the DRT within seven (7) Days after it is notified of the recommendation.

C. Mediation/Arbitration. Any dispute not resolved under Subsection A or B hereof may, upon written agreement of both Parties, be submitted to mediation and/or arbitration in accordance with the commercial rules and procedures of the American Arbitration Association (AAA). The neutral mediator/arbitrator shall be selected in accordance with AAA procedures, and the mediation/arbitration hearing shall be held in the Reno, Nevada area. The result of any arbitration shall be final and binding upon both parties, subject to judicial enforcement or review in a court in the State of Nevada of competent jurisdiction and venue, in accordance with the applicable provisions of NRS 38.015 to 38.205.

D. Litigation. If a dispute is not resolved by the parties through the operation of Subsections A and B and is not submitted to arbitration under Subsection C, either Party may bring a civil action on the matter in dispute in a court in the State of Nevada of competent jurisdiction and venue.

E. Actions During Dispute Resolution. Pending final resolution of a dispute under this Section, the Contractor shall proceed diligently with the performance of its obligations under the Agreement (including those matters giving rise to the dispute) in accordance with the direction of the RTC; provided that the action of the Contractor in proceeding with such performance shall not prejudice its position in the dispute resolution process.

F. Alternative Dispute Resolution. If agreed to by the both Parties, disputes may be resolved by a mutually agreed to alternative dispute resolution process which may include structured negotiations different from that specified in this Section.

SEC. 23. ACCESS TO RECORDS AND AUDITS

A. General. The Contractor agrees to maintain all records relating to the performance of the Work, at a location or in a manner readily accessible to the RTC, for the period specified in subsection B. The Contractor further agrees that the RTC or any of its authorized representatives shall have access, at any reasonable time, to inspect and audit the records and documents of the Contractor and its Subcontractors and suppliers, relating to any labor, materials, payrolls, invoices, plant, and equipment relating to the performance of this Agreement. These inspection and audit rights extend to any cost and pricing data relating to

Changes Orders, use of Contractor contingency, Subcontractor pricing and bids, and Contractor overhead and other mark-ups.

B. Duration. Access to records in accordance with this Section shall be given or obtained both during the performance of the Work and for the later of: (1) the three (3) year period beginning on the date of Final Acceptance; or (2) the final Resolution of any litigation or claims arising out of this Agreement.

SEC. 24. COMPLIANCE WITH NRS CHAPTER 338, AS AMENDED BY ASSEMBLY BILL NO. 144 (2011)

(Applies only if Contract Awarded through Preference in Bidding Procedures)

The Contractor shall ensure and certify that:

(1) At least fifty percent (50%) of all workers employed on the public work, including, without limitation, any employees of the Contractor and of any Subcontractor engaged on the public work, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;

(2) All vehicles used primarily for the public work will be (a) registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Nevada Department of Motor Vehicles pursuant to NRS 706.826; or (b) registered in Nevada;

(3) At least fifty percent (50%) of the design professionals working on the public work, including, without limitation, any employees of the Contractor and of any Subcontractor engaged on the public work, will have a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;

(4) At least twenty-five percent (25%) of the suppliers of the materials used for the public work will be located in Nevada; and

(5) The Contractor and any Subcontractor engaged on the public work will maintain and make available for inspection within Nevada his or her records concerning payroll relating to the public work.

The Contractor shall maintain documents sufficient to establish that the requirements set forth in paragraphs 1 through 5 above have been attained throughout the duration of this Agreement. Those records shall be open to inspection and copying by the RTC.

SEC. 25. The Contractor's failure to comply with any of the provisions of paragraphs 1 through 5 above shall be a material breach of this Contract and entitle the RTC to liquidated damages in the amount of ten percent (10%) of the cost of the Contract. The Contractor shall ensure that each contract between Contractor and any subcontractor shall provide for the apportionment of these liquidated damages if a person other than the Contractor was responsible for the breach of this Agreement by a failure to comply with a requirement of paragraphs 1 through 5 above. The apportionment of liquidated damages shall be in proportion to the responsibility of each party for the breach.

EXCLUSION OF CONSEQUENTIAL DAMAGES

A. Exclusion. Except as provided in subsection B below, in no event shall either Party be liable to the other Party for any "consequential damages" arising out of performance of the Work or implementation of the Contract Documents (or failure to perform hereunder), and each Party hereby releases the other from such liability. The term "consequential damages" means those special, indirect, or incidental damages that flow naturally and inevitably from an action or failure to act, such as fare revenue losses, loss of use, cost of capital, debit service, loss of profit on related contracts, administrative costs, claims of taxpayers and other indirect damage. The foregoing shall apply to limit liability under actions brought under any theory of law, including actions in tort (including negligence) as well as in contract, and shall extend to Subcontractors, provided that the originally executed Subcontract for such Subcontractor includes a similar release of liability in favor of the RTC.

B. Exceptions to Exclusion. The exclusion of consequential damages set forth in subsection A above shall not exclude or affect:

- (1) The Contractor's obligation to pay Liquidated Damages in accordance with Section 19 of this Agreement.
- (2) Any liability for fraud, reckless or willful misconduct, or criminal acts;
- (3) Any liability with respect to indemnification for Third Party claims; or
- (4) Any liability for any type of damage or loss to the extent such loss or damage is covered by the proceeds of insurance provided under project specific policies applicable to the Project or other coverages required under this Agreement.

SEC. 26. SUCCESSORS AND ASSIGNEES

This Phase 2 Agreement will bind the successors, assignees, and representatives of the parties hereto. This Phase 2 Agreement may not be assigned by the Contractor, or its right, title, or

interest therein assigned, transferred, conveyed, sublet, or disposed of, without the previous consent, in writing, of RTC. Any attempts to assign this Phase 2 Agreement without RTC's written consent are null and void.

SEC. 27. INDEPENDENT CONTRACTOR

The relationship of the Contractor to RTC is that of an independent contractor, and the Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistently with such status, that it will neither hold itself out as nor claim to be an officer or employee of RTC by reason hereof, and that it will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of RTC, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

SEC. 28. GOVERNING LAW

This Phase 2 Agreement will be governed by the laws of the State of Nevada, except where the Federal supremacy clause requires otherwise.

SEC. 29. CONTINUED EFFECT OF PHASE 1 PROVISIONS

All provisions of the Phase 1 Agreement, including all exhibits and change orders, remain in full force and effect unless amended by this Phase 2 Agreement.

SEC. 30. SEVERABILITY

If any provision or provisions of this Agreement is held to be invalid, illegal, unenforceable, or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

SEC. 31. NO THIRD PARTY BENEFICIARIES

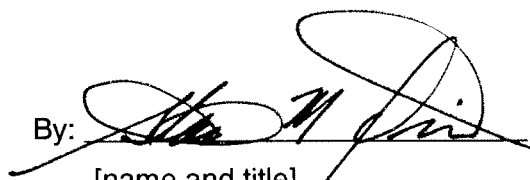
This Agreement and the rights and obligations arising therefrom are strictly for the benefit of the parties to this Agreement. The parties agree that any benefit asserted by any third party and/or found to exist by any court or arbitrator is merely an incidental, collateral, or consequential benefit arising from the performance or non-performance of this Agreement and is not intended to create a right of action in any person not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth below their endorsements.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

KIEWIT WESTERN CO.

By: 
Lee Q. Gibson, AICP
Executive Director

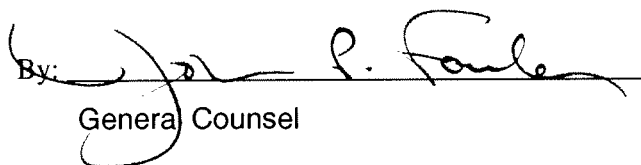
By: 
[name and title]
Stan M. Driver, Senior Vice President

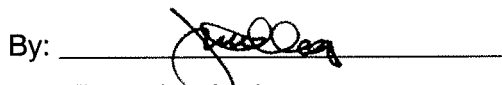
Date: 12/20/12

Date: January 21, 2013

Approved as to Form:

Attest:

By: 
General Counsel

By: 
~~Executive Assistant~~
Jim Hughes, Assistant Secretary

EXHIBITS

- Exhibit A -- Scope of Work
- Exhibit B -- Proposed Construction Schedule
- Exhibit C -- Price Proposal
- Exhibit D -- Key Personnel
- Exhibit E -- Subcontractor Selection Plan
- Exhibit F -- Issue Resolution System