

EXHIBIT "RL"

ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)

Paragraph 13.14 is expanded by the following:

1. a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this RLMA. The records shall be kept in such format as is approved by the Department.

3. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

a) Pursue a claim for damages suffered by the Department or the public.

b) Pursue any other remedies legally available.

c) As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency, if the Agency fails to cure the non-performance within 14 calendar days after written notice from the Department; however, that advance notice and cure shall not be preconditions in the event of an emergency.

EXHIBIT "RL" (continued)

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4. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided the party claiming the excuse from performance has:

- a) Promptly notified the other party of the occurrence and its estimate duration,
- b) Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- c) Resumed performance as soon as possible.

5. Miscellaneous

a) The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

- b) Time is of the essence in the performance of all obligations under this RLMA.