City of Peoria, Arizona
Street Lighting Warranty Agreement

We, the undersigned_____(“Developer”) and _____("Contractor") (collectively "Development Team") hereby expressly agree (“Agreement”) to undertake the following responsibilities related to the installation of street lighting for the project known as “_____” (“Project”) generally described as _____ and located in _____, Arizona.

I. Warranty and Warranty

A. For 365 calendar days after a streetlight is energized ("Warranty Term") Development Team warrants that all street light units will be free from defects in materials or workmanship as defined in the Construction Quality Standards (Section VI) and Equipment Standards (Section V) set forth below.

II. Development Team Requirements and Obligations

A. If a covered defect occurs during the Warranty Term, outside the specifics of II B and II C, the Development Team shall repair and replace the defective item at the Developers sole cost and expense. Any repair or replacement shall be completed within ten business days following notification of the defect to Development Team.

B. New construction that has received a passed inspection, by APS, will be maintained by APS. Maintenance to replace eyes, lamps, starters, ballast's, heads, hand-hole covers or j-boxes during the warranty term will be performed by APS and will be billed to the Developer, by APS payable to APS, 30-days from invoice, for labor at $50.00 per hour, plus materials.

C. Any identified defects that, in APS’ judgment, pose a potential safety hazard to the general public will be indicated and repairs shall be completed by Developer immediately. The urgent contact, for the Developer will be (name)_____and can be contacted at (phone) ___-_____ and/or (phone or e-mail) ___-_____. Developer will complete repairs within one (1) working day and contact the Project Inspector by fax 602-371-7473 and phone at 602-371-7262. A second inspection will be performed following notification from Developer, at no charge, unless the potential hazard has not been satisfactory completed. If this condition exists, the Developer will be charged an inspection fee of $150.00 and APS reserves the right to authorize and obtain such repairs and to bill the Developer for all costs associated with the repair or replacements to correct the defect. If APS determines that an immediate hazard exists APS has the option of securing a guard, who will remain on site until the hazard is eliminated and APS will invoice Developer for all costs associated with the guarding and/or corrective actions to eliminate the hazard.

D. Immediately upon Development Team resolution of the defect(s), Developer shall complete the applicable portion of the Notice of Repair form and shall send copies of the completed form to the following:

FAX APS Outdoor Lighting	(602) 371 7473
With a copy to:	Arizona Public Service P O Box 53933, Station 3532 Project Inspector Phoenix, AZ 85072 3933
With a copy to:	City of Peoria Engineering Department 8401 W. Monroe Peoria, AZ 85345 Attn: Traci Varland

III. Inspection by APS

A. The City of Peoria ("City") has designated APS as its municipal lighting warranty representative for street light construction within APS's service territory. All inspections and warranty claims will be performed by an APS designated inspector. If APS discovers what appears to be a covered defect, APS will issue the developer a Notice of Repair in the form attached hereto with a clear and specific written description of the defect to the Development Team. If the Developer does not correct identified defects and notify the APS Project Inspector accordingly within ten business days, APS reserves the right to authorize and obtain such repairs and to bill the Developer for all actual costs associated with the repair or replacement of the defects.

B. A second inspection will be conducted by APS following notification from the Development Team that defects have been resolved. A fee will not be charged by APS for a second inspection by APS that occurs within ten business days and notification process as outlined in this Agreement unless:

3.B.1. The second inspection results is an additional notice of repair where repairs were incomplete or unsatisfactory; or
3.B.2. The completion of repairs falls outside the ten business day repair period.

C. If the conditions in Section B1 or B2 occur, a charge of $150.00 will be billed by APS to the Developer for inspection fees, this charge will be invoiced by and payable to APS.

IV. APS Compliance Inspection Process.

APS shall confirm and verify the following items related to installation of streetlights.

A. APS shall complete an initial inspection to ensure that the following on-site conditions are satisfied:

4.A.1. Correct number and type poles installed
4.A.2. Correct number and type lumens installed
4.A.3. Photo eye working
4.A.4. J-box and hand-hole wiring complete and safe
4.A.5. J-box installed at grade level and undamaged
4.A.6. Application installed to APS specifications

B. APS will prepare and send a Notice of Repair to Development Team.

C. APS shall complete a second inspection to ensure that the following conditions are satisfied:

4.C.1. Repairs are completed within ten (10) business days by Development Team

4.C.2. If repairs are not completed within ten (10) business days, APS will issue an invoice to Development Team for the second inspection in the amount of $150.00

V. Equipment Standards

The Developer warrants against loss caused by equipment defects. The common street lighting elements covered are:

5.1 Photo eyes
5.2 Poles
5.3 Arms
5.4 Luminaries
5.5 Lamps (i.e. installation of incorrect lamp size)
5.6 Wiring from hand hole to fixture
5.7 J-box at grade level and undamaged
5.8 Proper fusing

VI. Construction Quality Standards

The following quality standards have been developed and accepted by the City and APS for municipal street lighting. Where a specific construction quality standard has not been specified, the standard practice of the utility industry within Peoria (city), Arizona shall apply.
The following construction quality standards are expressed in terms of required standards that the Development Team shall satisfy (Attachment A). The Development Teams failure to comply with these standards shall require repairs or replacement as appropriate by the Development Team.

5.1 Excavating & Back Filling
Deficiency: Settling of ground around pole or poles out of plum
5.2 Wiring
Wire size and type, number of conductors, grounding, connectors, fixture wired for proper voltage
5.3 Luminaries
Proper lumen size, meets APS standards, correct lamp and photo eye
5.4 Poles and Arms
Meet APS standards, proper height and length
5.5 J-Boxes and Conduit
Meet all APS specifications, J-box size, conduit proper schedule thickness, sweeps proper radius, etc.

VII. General Conditions

7.1 Indemnification
Developer and Contractor shall indemnify, defend and hold harmless, the City and APS, any of its departments, agencies, officers or employees from all damages, claims or liabilities and expenses (including attorneys' fees) arising out of or resulting in any way from the performance, or lack of performance, of this Agreement or for any work by Developer in the public right-of-way related to the street lighting.

7.2 Licensed Contractors
All work and repairs by Development Team shall be performed by an Arizona licensed contractor.

7.3 Permits
Development Team shall obtain, at their sole cost and expense, all federal, state and city approvals and permits to conduct repairs and replacement of defective items.

This agreement has been entered into this_____ day of _____, 20___ and has been executed by the duly authorized representatives of the Developer.

CONTRACTOR

Signature:_____
Name: _____
Title: _____
Date Signed: _____
Mailing Address: _____
City/State/ Zip: _____
Telephone:_____

DEVELOPER REPRESENTATIVE

Signature:_____
Name: _____
Title: _____
Date Signed: _____
Mailing Address: _____
City/State/ Zip: _____
Telephone:_____

APS PROJECT LEADER

Signature:_____
Name: _____
Title: _____
Date Signed: _____
Mailing Address: _____
City/State/ Zip: _____
Telephone:_____

CITY OF PEORIA

Signature:_____
Name: _____
Title: _____
Date Signed: _____
Mailing Address: _____
City/State/ Zip: _____
Telephone:_____

STREET LIGHT WARRANTY AGREEMENT
ATTACHMENT A

See APS Standards and Approved Manufacturers for Streetlights