

## ACCEPTED PROPOSAL NUMBER 1

This Proposal is made and entered into as of April 25, 2011 by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company, a California corporation ("PG&E"). This Proposal is subject to the terms and conditions of the PG&E Products and Services Agreement between Customer and PG&E dated as of March 30, 2011 (the "Agreement").

### DESCRIPTION OF SERVICES

- Scope of Work: Replace 58 HPSV lights with LED lights according to the map and LED spreadsheet (identifies each location) in the Contra Costa County.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Change the rate schedule to LED and provide documentation on the changes and cost for the street lights.
- Process the rebates and provide documentation on the changes and cost for the street lights.
- PG&E will and will cause its sub-contractor to repair/replace, as needed defective LED lights within 14 days following receipt of fixture from manufacturer for the length of labor warranty (1 year)
- Provide a revised GIS-based inventory.

Estimated minimum number of days to complete scope of work: 30 days

Date work is estimated to begin: To be determined. Work to be done in up to two phases. The Willow scope area will be done initially followed by the Richmond area. The Richmond area street lights will be rewired in time to facilitate PG&E replacing designated street lights with LED fixtures before October 31, 2011.

Customer sites where work is to be performed: See attached map for location.

Type and number of street light fixtures (street lamp heads) to be replaced: See attached spreadsheet. Locations may change as street lights are added to or deleted from the project. A final spreadsheet will be given to Customer upon completion of the work.

Contact information and warranty for the LED street light manufacturer, and Photo control warrantor information is attached to this Proposal.

### MATERIALS DISPOSAL



PG&E will provide Customer with waste disposal services for removed street light fixtures (street lamp heads). PG&E will hold Customer harmless for damage to stored materials pursuant to the indemnity set forth in Section 9.1 of the Agreement.

PG&E's sub-contractor will keep the street light head lamps that have been replaced in a locked container until taking them to PG&E's yard. Sub-contractor will separate the lamp from the fixture and put them in appropriate bins. PG&E will label the bins and ship them to a registered disposal facility.

PG&E will store the materials including removed street light head lamps at the following site:

Address: PG&E Richmond Service Center, 1100 S 27th Street, Richmond CA

#### TRAFFIC CONTROL PLAN

PG&E will and will cause its sub-contractor to comply with all applicable federal, state, and local laws, rules, regulations, permits, and codes including without limitation such laws, rules, regulations, permits, and codes with respect to safety and traffic control.

#### COST AND PAYMENT SCHEDULE

Customer's payment for the services to be provided under this Accepted Proposal will not exceed \$47,810.

The foregoing payment limit includes the value of the LED streetlight rebates from the cost of the Services.

Payment Schedule: As follows:

Initial Payment: Upon PG&E's ordering of the street light head lamp materials, Customer will be invoiced 50% of the total amount of the cost of such street light head lamp materials.

Final Payment: Customer will be invoiced for final payment upon completion of the Service described herein and in the Agreement and when punch list items listed in an Additional Repair Work Agreement (if any) have been completed.

If Customer chooses to terminate this Proposal prior to completion of the Services, then Customer shall pay PG&E for all costs accrued up to the date of termination, including all materials purchased.

PG&E will submit invoices to Customer based on the Payment Schedule. Each invoice will reference the Agreement and this Proposal and be submitted to Customer's billing address as set forth below. Customer will remit payment to PG&E within 30 days after receipt of the invoice.

#### BUSINESS CONTACTS:

PG&E's primary business contact for this Proposal:



Name: Cindy Bryson  
Title: Sales Manager, Business Development, PG&E  
Address: 245 Market St, San Francisco, CA 94105  
Telephone: 415-973-8220  
Email: [cabj@pge.com](mailto:cabj@pge.com)

Customer's primary business contact for this Proposal:

Name: Jessi Duffy  
Title: Engineering Technician, CCC Public Works Department, Special Districts  
Address: 255 Glacier Dr, Martinez, CA 94553  
Telephone: 925-313-2286  
Email: [jduff@pw.cccounty.us](mailto:jduff@pw.cccounty.us)

#### CUSTOMER BILLING CONTACT

Customer's billing contact for this Proposal: Same as Above

#### AMERICAN RECOVERY AND REINVESTMENT ACT DISCLOSURE

PG&E and Customer acknowledge and agree that, to the extent the Services described in this Proposal are, at any point in time, funded in whole or in part using federal funds awarded or granted directly or indirectly to Customer by or through the United States Department of Energy by virtue of appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 (the "ARRA"), the special terms and conditions set forth in Section 11.5 of the Agreement will apply.

This Proposal is funded (in whole or in part) by federal funds appropriated under the ARRA.

IN WITNESS THEREOF, the parties agree to be bound by this Proposal as of the date first set forth above.

CUSTOMER      CONTRA COSTA COUNTY

Print Name: David Gould


Title: Purchasing Agent

Signature: 

Date: 4-25-11

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: Roxanne Fung

Signature: 

Date: 4.25.11



***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

APPROVED AS TO FORM

County Counsel:

By: Eric Gelston  
Deputy County Counsel: Eric Gelston  
Date: 4-25-11



***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

**ADDENDUM TO LED STREETLIGHT MANUFACTURER'S WARRANTY**

Following Warranties (LED Street light manufacturer and Photo Control) are for Customer, (Contra Costa County) the original purchaser and PG&E agrees to cooperate with and assist Customer in enforcing the warranties.





***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

## MANUFACTURER'S WARRANTY INFORMATION

Street light manufacturer's contact information:

The street light manufacturer's contact information and warranty will be attached to each Proposal.

Beta LED

1200 92nd Street  
Sturtevant, WI 53177-1854  
Phone: (800)236-6800

Photo control warrantor's contact information:

Ripley Lighting Controls

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

Warranty period:

8 years.

Warranty is attached.



## **The Beta LED Commitment**

### **Limited LED Product and Driver**

We warrant to the original purchaser, with proof of purchase, its delivered products should be free from defects in the material and workmanship for up to (5) years from date of installation.

We will repair, or at our option, replace the defective product during the standard warranty period. This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our instructions. This warranty excludes defects resulting from improper installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the product.

### **Limited LED Warranty**

We warranty to the original purchaser, with proof of purchase, its supplied LEDs for (5) years from date of installation. Beta Lighting will repair, or at our option, replace the defective fixture during the stated warranty period should there be greater than 3 simultaneous LED failures per fixture. "Failure" is considered a non operating LED. This warranty excludes field labor or service charges related to the repair or replacement of the product.

### **Limited Finish Warranty**

We will warrant to the original purchaser, with proof of purchase, its DeltaGuard® finish for a period of 10 years from date of installation. We will repair, or at our option, replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the warranty period. This warranty applies only to the DeltaGuard finish and only when the product bearing the DeltaGuard finish is properly handled, maintained, installed and exposed to normal environmental conditions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify us in writing within 60 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the DeltaGuard finish.



***Pacific Gas and  
Electric Company***

Agreement No: SLT-032.1 Contra Costa County  
PO #:

**RIPLEY** LIGHTING  
CONTROLS

DIVISION OF SOUTHCONN TECHNOLOGIES INC

2023 Platt Springs Road  
P.O. Box 3229  
West Columbia, SC 29169  
Phone: 803-939-4700  
Fax: 803-939-4777

## **WARRANTY**

The 6300 Series carries an 8-year warranty. If the product fails due to manufacturing defect within its warranted period, Ripley Lighting Controls will choose to either replace or repair the lighting control unit. This warranty does not cover damage caused by accident, abuse, misuse or lightning strikes. Ripley's liability hereunder shall be limited to replacement or repair and shall not cover the cost of removal or installation of the unit, nor any consequential damages. Ripley Lighting Controls assumes no further liability with respect to the sale or use of this product. This warranty is in lieu of other warranties, expressed or implied, including the warranty of merchantability. Ripley Lighting Controls makes no warranty with respect to the suitability of the user's particular application. This warranty gives the user specific legal rights.