



PROPOSAL NUMBER 2

This Proposal is made and entered into as of November 7, 2014 (this "Accepted Proposal") by and between Contra Costa County, a political subdivision of the State of California ("Customer") and Pacific Gas and Electric Company ("PG&E"). This Accepted 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"). Capitalized terms used herein and not otherwise defined have the meaning set forth in the Agreement.

DESCRIPTION OF SERVICES

Scope of Work

PG&E will:

- Replace up to 1,157 high pressure sodium vapor lights with LED lights according to the map and LED spreadsheet that identify each location in Contra Costa County and which are attached hereto and incorporated herein.
- Number any light poles that are not numbered using badge number stickers provided by PG&E.
- Process rebates, if applicable, and request billing file rate changes.
- Provide a revised GIS-based inventory for all LS-2 lights.

Estimated minimum number of days to complete scope of work: 45 days

Date work is estimated to begin: December 15, 2014

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

Type and number of street light fixtures to be replaced: See attached map and LED spreadsheet for fixtures.

The locations where the lights will be replaced may change if street lights are added to or deleted from the project during installation. PG&E and Customer will revise the map and spreadsheet attached hereto to reflect any location changes. PG&E will provide Customer with a final spreadsheet showing the location of the replaced lights upon completion of the work.

If in the process of performing the services set forth in this Accepted Proposal, PG&E discovers active bird nests, and/or bee hives, wasps, PG&E will notify Customer of such condition and discontinue work on affected equipment until it is safe to resume work at that location.

MATERIALS DISPOSAL

If available, Customer will make space (to be determined) available at Customer-owned property for material storage and disposal during construction.] PG&E will hold Customer harmless for damage to stored materials pursuant to Section 9.2 (Indemnification) of the Agreement. [Customer site where PG&E may store materials and waste disposal bins: Address: To be determined.]



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

TRAFFIC CONTROL PLAN

PG&E shall and shall cause its 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 Four Hundred and Fifty Thousand dollars and no cents (\$450,000).

This price does ☒ does not ☐ subtract the value of the LED streetlight rebates from the cost to provide the services. The LED streetlight rebates (up to \$103,925) have been calculated based on the following rebate structure:

Measure Description	Rebate/Unit Measure
LED STREET LIGHTING - REPLACE UP TO 70 WATT LAMP WITH LED	\$50
LED STREET LIGHTING - REPLACE 71 TO 100 WATT LAMP WITH LED	\$75
LED STREET LIGHTING - REPLACE 101 TO 150 WATT LAMP WITH LED	\$100
LED STREET LIGHTING - REPLACE 151 TO 200 WATT LAMP WITH LED	\$125
LED STREET LIGHTING - REPLACE 201 TO 250 WATT LAMP WITH LED	\$150
LED STREET LIGHTING - REPLACE 251 TO 310 WATT LAMP WITH LED	\$175
LED STREET LIGHTING - REPLACE 311 TO 400 WATT LAMP WITH LED	\$200

For any lights that are installed in field after December 31, 2014 the LED streetlight rebates will be reduced. These lights will fall under the new rebate structure below:

Measure Description	Rebate/Unit Measure
(LED Replacement)	
INSTALL 501-750 W LED FIXTURE	\$200
INSTALL 266-500 W LED FIXTURE	\$150
INSTALL 226-265 W LED FIXTURE	\$125
INSTALL 193-225 W LED FIXTURE	\$100
INSTALL 151-192 W LED FIXTURE	\$80
INSTALL 111-150 W LED FIXTURE	\$70
INSTALL 71-110 W LED FIXTURE	\$60
INSTALL 51-70 W LED FIXTURE	\$50
INSTALL 0-50 W LED FIXTURE	\$40



Payment Schedule:

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

Final Payment: Customer will be invoiced for the final 50% payment upon completion of the services described in this Accepted Proposal and 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 Accepted 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 Accepted 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: Michelle Ward
Title: Business Development Manager
Address: 245 Market Street, Mail Code N10D
San Francisco, CA 94105
Telephone: 415-973-4495
Email: M3PA@PGE.COM

Customer's primary business contact for this Proposal:

Name: Susan Cohen
Title: Special Districts Manager, CCC Public Works Department, Special Districts
Address: 255 Glacier Drive, Martinez, CA 94553
Telephone: 925-313-2160
Email: scohe@pw.cccounty.us

CUSTOMER BILLING CONTACT:

Customer's billing contact for this Proposal:

Name: Jessi Duffy
Title: Engineering Technician, CCC Public Works Department, Special Districts
Address: 255 Glacier Drive, Martinez, CA 94553
Telephone: 925-313-2286
Email: jduffy@pw.cccounty.us



**Pacific Gas and
Electric Company**

Agreement No: SLT-032.2 Contra Costa County

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

CUSTOMER CONTRA COSTA COUNTY

PACIFIC GAS AND ELECTRIC COMPANY

Print Name: Julia R Bueren

Print Name: Deanna Joy

Signature: Julia R Bueren

Signature: Deanna Joy

Date: Nov 9, 2014

Date: November 7, 2014



MANUFACTURER'S WARRANTY INFORMATION

Street light manufacturer's contact information:

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

Warranty period:

10 years.

Warranty is attached.

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.



**LIMITED WARRANTY FOR CREE® LED LIGHTING FIXTURES
(INCLUDING BETALED® TECHNOLOGY; TRUEWHITE® TECHNOLOGY; AND
ESSENTIA® FIXTURES)**

This limited warranty is provided by the Cree company described below ("Seller") to you as the original purchaser of the LED lighting product that is identified on Seller's invoice reflecting its original purchase (the "Product"). The Seller is the Cree Company identified as such on the invoice. This limited warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Seller warrants that the Product, when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of **TEN (10) YEARS** from the date of original purchase. The determination of whether the Product is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

If Seller determines the Product is defective, Seller will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. This limited warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by Seller or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Upon receiving that notice, Seller may require you to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Your warranty claim should be addressed to Cree c/o Ruud Lighting, Inc., 9201 Washington Avenue, Racine, WI 53406.

This limited warranty only applies to specified LED fixtures. Any warranties applicable to finish, poles, lamps, CR Series downlights, LR24™ troffers, certain BetaLED® Technology outdoor fixtures (specifically Class II as defined per IEC/EN60598), backup batteries, controls, occupancy sensors, photocells and other fixture accessories can be found at www.cree.com/lighting/products/warranty.



THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.

RIPLY 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.