

**EXHIBIT B
PROPOSAL NUMBER 1 (Parking Light)**

This Proposal is made and entered into as of 2/28, 2012 by and between County of El Dorado, a political subdivision of the State of California, with offices at 330 Fair Lane, Placerville, CA 95667 (“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 December 06, 2011 (the “Agreement”).

DESCRIPTION OF SERVICES

- Scope of Work: Replace 77 parking light fixtures with LED lights according to the spreadsheet (identifies each location) in the County of El Dorado.
- Date work is estimated to begin: February 08, 2012.

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

Type and number of parking light fixtures to be replaced: See attached spreadsheet. Locations may change as parking 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 parking light manufacturer is attached to this Proposal.

MATERIALS DISPOSAL

PG&E will store the materials at the following site:

Address: 2850 Fairlane Court, Placerville, CA 95667.

PG&E will provide Customer with waste disposal services for removed parking light fixtures. 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 parking 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.

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

The services under this Proposal will cost One Hundred Twenty Seven Thousand, Seven Hundred, Forty Five dollars and no cents (\$127,745).

Payment Schedule:

Final Payment: Customer will be invoiced for final payment (100%) 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: Brent Patera
Address: 245 Market Street, Mail Code N10D
San Francisco, CA 94105
Telephone: 415-973-535 or 415-265-7232
Email: bxpl@pge.com

Customer's primary business contact for this Proposal:

Name: Paul Hom
Title: Sr Civil Engineer
Address: El Dorado County – DOT
2850 Fairlane Court, Placerville, CA 95667
Telephone: (530) 621-5925
Email: paul.hom@edcgov.us

CUSTOMER BILLING CONTACT

Name: Paul Hom
Title: Sr Civil Engineer
Address: El Dorado County – DOT
2850 Fairlane Court, Placerville, CA 95667
Telephone: (530) 621-5925



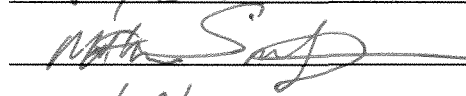
Email: paul.hom@edcgov.us

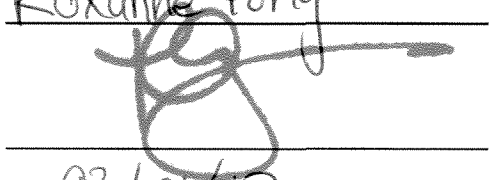
AMERICAN RECOVERY AND REINVESTMENT ACT DISCLOSURE

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 COUNTY OF EL DORADO
Print Name: Matthew Smeltzer
Title: Deputy Director
Signature: 
Date: 2/20/12

PACIFIC GAS AND ELECTRIC COMPANY
Print Name: Roxanne Fong
Signature: 
Date: 03/01/12



MANUFACTURER'S WARRANTY INFORMATION

Contact information for parking light manufacturer and photo control manufacturer:

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 and will be attached to each Proposal

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 warrant 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.



Agreement No: SLT-055.1 County of El Dorado
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.