



EQUIPMENT SALE AND INSTALLATION AGREEMENT

<p>“CUSTOMER”: DEKALB COUTY SCHOOL DISTRICT <ADDRESS> TUCKER, GA ATTENTION: _____</p>	<p>“GPC”: GEORGIA POWER COMPANY 241 RALPH MCGILL BLVD. ATLANTA, GA 30308 ATTENTION: CAMERON HARDIN, MANAGER OF SOLUTIONS SALES</p>
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In consideration of the mutual promises described here, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which each party acknowledges, and intending to be legally bound, GPC and Customer enter into this **EQUIPMENT SALE AND INSTALLATION AGREEMENT (“Agreement”)**, effective on the date it is accepted by GPC as indicated below (“**Effective Date**”). GPC agrees to sell and install equipment as requested by Customer and as described in this Agreement, on the terms and conditions of this Agreement.

<u>Scope of Work DESCRIPTION</u>	<u>TOTAL CHARGES</u>
Dekalb County Schools LED Sports Lighting Project	\$1,341,198
<input checked="" type="checkbox"/> DESCRIPTION OF EQUIPMENT AND SERVICES (EXHIBIT A) <input checked="" type="checkbox"/> COMPENSATION PAYMENT SCHEDULE (EXHIBIT C) <input type="checkbox"/> CUSTOMER FINANCING (EXHIBIT F) <input type="checkbox"/> MAINTENANCE SERVICES (EXHIBIT M)	
** The compensation quoted above will be honored through the date of February 28, 2025.	

Each party agrees to all terms and conditions in this Agreement. The parties may exchange counterparts of this Agreement as a scanned image (e.g., .pdf or .tiff file extension) attachment to email; a scanned signature is an original signature for all purposes.

AGREED BY
DEKALB COUNTY SCHOOL DISTRICT

By: _____
 Name: _____
 Title: _____
 Date: _____

ACCEPTED BY
GEORGIA POWER COMPANY

By: _____
 Name: _____
 Title: _____
 Date: _____

1. **Equipment and Scope of Work.** This Agreement applies to GPC's sale and installation of equipment, along with related services as requested by Customer and agreed by GPC. The energy-efficiency "**Equipment**" details and scope of the project are more particularly described in the **Description of Equipment and Services** attached as Exhibit A (the Equipment, installation, and related performance, collectively, "**Services**"). If Equipment or Services additional or different to that specified in Exhibit A becomes necessary or is requested, the parties, before proceeding, will execute a written amendment to this Agreement as authorization for the additional/differing Equipment/Services.
2. **Compensation and Payment.** Customer will pay GPC the "**Contract Price**" in accordance with the **Compensation Schedule** attached as **Exhibit C**, which states the amounts due for the Equipment, installation, and related Services, as well as any particular procedures for invoicing and billing. **Unless expressly stated otherwise in Exhibit C, GPC is selling the requested Equipment to Customer, a governmental entity that is exempt from state of Georgia sales tax, along with related Equipment installation labor.**
3. **Term.** This Agreement commences on the Effective Date and, unless terminated earlier per its terms, continues until expiration of the warranty provided in Section 19 (*Limited Warranty*) below. Because the term is longer than one year, the parties agree that this Agreement, as required by O.C.G.A. § 36-60-13 or § 20-2-506, as applicable, will terminate absolutely and without further obligation on the part of Customer at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it is renewed. This Agreement will automatically renew for the remainder of the initial term, unless Customer provides written notice (per Agreement Section 22) to GPC of its decision not to renew the Agreement 60 days prior to the end of a given calendar year.
4. **Agreement Performance.** Following the Effective Date, GPC will provide the Equipment and perform the installation and Services in a prompt and timely manner. Customer acknowledges that any schedule provided by GPC is an estimate only and dependent on a number of variables, including, if applicable, finalization of Customer's financing arrangements. Customer agrees that it must provide GPC with timely and full access to Customer's Premises per Section 9 (*Customer Assistance*).
5. **Independent Contractor.** GPC will be an independent contractor in its performance under this Agreement and each Work Order and will not be an agent, joint venturer, or partner of Customer. All persons furnished, used, retained, or hired by or on behalf of GPC in performance under this Agreement will be the employees, subcontractors, or suppliers of GPC.
6. **Right to Subcontract.** GPC may subcontract all or part of its obligations under this Agreement, including the provision of Equipment or installation, warranty, or maintenance Services, so long as GPC remains responsible to Customer for all Agreement obligations and for management of each subcontractor. For purposes of this Agreement, no contractual relationship will exist between Customer and any GPC subcontractor. Customer agrees that any subcontractor may access and use Customer's Premises and facilities for performance of Services.
7. **Affiliate Employees.** Customer agrees that employees of GPC affiliates may perform Agreement activity on behalf of GPC, and Customer consents to such arrangements. For Agreement purposes, these individuals will be deemed employees solely of GPC and GPC will be responsible for their activity. Customer waives and relinquishes any claim or cause of action against GPC's parent or any affiliate, it being the parties' intent that the activity of these employees will not be attributable to GPC's parent or any affiliate.
8. **Utilities During Installation.** Customer, at no cost to GPC, will provide water, heat, and utilities necessary for GPC's Agreement performance. GPC, at its cost, will install any temporary utility facilities required for installation.
9. **Customer Assistance.** Customer agrees to use reasonable efforts to provide assistance and support to GPC as GPC performs Services. Any delay, facility unavailability, Force Majeure event (defined in Section 14), tardiness in response, or Customer fault that impacts or makes more costly GPC's performance will constitute grounds for equitable adjustment of the Contract Price and an extension of time for performance, in accordance with *Changes* (Section 13). Customer will provide, without charge, a mutually satisfactory location(s) for GPC's performance as required by this Agreement, including sufficient areas for staging, mobilization, installation, and storage (collectively, "**Premises**"). Customer will provide GPC access to the Premises during regular business hours, or during other hours as requested by GPC and agreed by Customer, to perform the Services and to modify, inspect, or correct the Services.
10. **Other Contractors and Vendors.** Customer must coordinate the work and activities of its own, and its other separate contractors' or vendors', forces in connection with other aspects of the Services being performed by GPC and must cooperate with GPC as reasonably necessary for GPC to carry out its Agreement duties and obligations. If Customer enters into a separate contract directly with any entity other than GPC for the performance of any work related to GPC's Agreement performance, Customer must coordinate that work with GPC's performance in such a way that the separate entity's work does not interfere with, hinder, or delay GPC's performance. If the separate entity's work does interfere with, delay, or make more costly GPC's performance, GPC will be entitled to an equitable adjustment in the Contract Price and an extension of time for performance.

11. E-Verify. Customer is a “public employer” as defined by O.C.G.A. § 3-10-91 and this Agreement is a contract for physical performance of services within the state of Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement. GPC will provide to Customer a contractor’s affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) or sub-subcontractor(s) in connection with this Agreement, GPC will secure from each an affidavit attesting to compliance with O.C.G.A. § 13-10-91.

12. Environmental Concerns. With respect to the Premises, GPC disclaims any responsibility for any present or past disposal of any pollutant, contaminant, industrial or solid waste, dangerous substance, toxic substance, hazardous waste, hazardous material, or hazardous substance (each a “**Hazardous Substance**”), as defined in or pursuant to the Comprehensive Environmental Response Compensation Liability Act, as amended (42 U.S.C. § 9601, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*), or any other environmental law, ordinance, rule, or regulation, on or in the Premises, and for or concerning any soil, surface water, ground water, stream settlement, or similar environmental condition (each an “**Environmental Condition**”) on or off the Premises, whether arising or resulting from the activity of Customer, the uncertain or unknown activity of Customer’s predecessor-in-interest to the Premises, or the activity of any person or entity other than GPC. Customer will be solely responsible, at its own cost and expense (and at the request of GPC if GPC discovers any Hazardous Substance on or Environmental Condition at the Premises), for compliance, or to ensure compliance, with, and for all matters arising out of, any law, ordinance, rule, regulation, agreement with a governmental entity, or court or administrative order (collectively, “**Law**”) regarding any Hazardous Substance, Environmental Condition, or other circumstance, activity, or incident referenced in this Section 11, including performance of any necessary or appropriate remedial action. Customer warrants that it has not caused or permitted on the Premises any activity that generates, manufactures, refines, transports, treats, stores, handles, disposes, transfers, produces, or processes any Hazardous Substance, except in compliance with all Law, and has not caused or permitted, and has no knowledge of, the releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, disposing, or dumping of any Hazardous Substance on or off the Premises. Customer agrees that GPC is not responsible or liable for any injury, loss, damage, cost, expense, or other liability, including attorneys’ fees and expenses of litigation, arising out of, resulting from, or connected with any pre-existing Hazardous Substance, Environmental Condition, or any other circumstance, activity, or incident referenced in this Section 11 not resulting from GPC’s negligent or intentional act or omission.

A. Pre-Existing Hazardous Substance. By executing this Agreement, Customer represents or warrants that there is no pre-existing Hazardous Substance of any kind within or upon the existing Premises, buildings, materials, or equipment in those areas where GPC will be requested to perform Services. Customer agrees that, if any pre-existing Hazardous Substance is discovered or if the presence of a pre-existing Hazardous Substance is suspected, GPC will immediately cease further work and will notify Customer; Customer will thereafter be solely responsible for investigation, remediation, and removal of any pre-existing Hazardous Substance. Customer agrees that GPC will not be responsible for the release or contamination from any pre-existing Hazardous Substance.

13. Changes. If Customer desires to make a change in the Scope of Work set forth in Exhibit A, to modify the time for performance of GPC’s Agreement obligations, or to adjust the Contract Price, it may request a “**Change Order**” for the subject change. The Change Order will become effective when it is signed by a duly authorized representative of both Customer and GPC. Without limitation, GPC may be entitled to a Change Order extending the time for performance or increasing the Contract Price if: (i) A Force Majeure event causes a material delay or material cost increase in GPC’s performance; (ii) a change in any applicable law or regulation or any legal action prevents or delays, or increases the cost of, GPC’s performance; (iii) GPC is delayed at any time in performing its obligations by an act of Customer or any contractor or other entity employed by Customer; or (iv) in accordance with Section 23 (*Representations and Warranties of Customer*), GPC encounters any Condition that was concealed or differs from that indicated in this Agreement or any exhibit, or is an unknown physical condition of an unusual nature that differs from that ordinarily found to exist in similar circumstances.

14. Force Majeure. GPC will not be in default of any Agreement provision or liable for a failure in performance resulting from an act or event beyond the reasonable control of GPC (e.g., act of God or civil or military authority, civil disturbance, war, terrorism, strike, fire, other catastrophe, or another “Force Majeure”-type event beyond GPC’s reasonable control), so long as GPC exercises reasonable effort to minimize the disruption and timely resumes performance when practicable.

15. Reuse of Documents. All documents, including drawings, specifications, and computer software, prepared by GPC under this Agreement are instruments of service with respect to Customer’s facility. They are not intended or represented to be suitable for reuse by Customer or others on extensions of Customer’s facility or on any other project. Any reuse without prior written verification or adaptation by GPC for the specific purpose intended will be at Customer’s sole risk and without liability or legal exposure to GPC, its parent, or affiliates. Customer will be responsible to GPC for any claim, loss, damage, injury, or expense, including attorneys’ fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle GPC to additional compensation at rates to be agreed upon.

16. Insurance. GPC is self-insured, but can provide a copy of its coverage letter (workers' compensation, general liability, automobile, etc.) if requested by Customer. Additionally, GPC will furnish general liability insurance through its primary electrical subcontractor in connection with the work to be performed. That insurance will provide statutory workers' compensation insurance coverage, automobile and commercial general liability ("CGL") coverage with limits equal or equivalent to \$1 million per occurrence (\$2 million in the aggregate), and umbrella coverage for the CGL and automobile coverage with a \$4 million aggregate limit. The automobile, CGL, and umbrella coverages will also name Customer as an additional insured.

17. Risk and Liability. This Agreement allocates fairly between GPC and Customer the risk of non-conformities in the Equipment or installation. This allocation is the result of negotiations between the parties, is accepted by both parties, and is reflected in the Contract Price, the limited warranties and remedies provided, the disclaimer of liability for certain damages, and the limitation of liability. In any proceeding or dispute under this Agreement, the parties stipulate that all such provisions should be recognized and enforced. The remedies set forth in this Agreement for Customer are intended to be exclusive to any other remedies available by law or equity.

A. No Indemnity. Nothing in this Agreement may be construed to provide for GPC's indemnification of any Customer action, inaction, work, service, obligation, or property. Similarly, nothing in this Agreement may be construed to provide for Customer's indemnification of any GPC action, inaction, work, Services, obligation, or property.

B. Limitation of Liability. Excepting and excluding a grossly negligent act or omission or willful or intentional misconduct, the liability of GPC, its owner or affiliates, and the employees, representatives, agents, successors, or assigns of each to Customer or its successor or assign, for damages or alleged damages, whether arising from breach of this Agreement, breach of warranty, tort, or otherwise with respect to performance under this Agreement, is limited to and will not exceed the total compensation paid by Customer to GPC pursuant to this Agreement. In no event will either party be liable for any indirect, incidental, consequential, or special damages of any kind whatsoever, including any loss of revenue, profit, or goodwill; cost of any substitute equipment, facilities or services; downtime; cost of capital; loss of qualification, tax credit, or rebate; increased cost of operation; cost of replacement power or fuel; or claims of any person or entity, by reason of any act or omission by the party or its employees, representatives, agents, or subcontractors, in connection with this Agreement.

18. Termination. If Customer fails to make any payment due hereunder, and such failure continues for 30 days after the due date, GPC may terminate this Agreement for cause. In the event of such termination, Customer must pay GPC for all work performed to the date of termination, overhead and profit on all work covered by this Agreement, and demobilization costs.

19. Limited Warranty. GPC warrants to Customer good and clear title to all Equipment and materials furnished to Customer pursuant to this Agreement, free and clear of liens and encumbrances, so long as Customer fully compensates GPC as required by this Agreement. GPC warrants that the Equipment and installation will be performed in a good, professional, workmanlike, and competent manner, in conformity with all applicable professional standards and to Customer's reasonable satisfaction. If Customer notifies GPC of any defective or non-conforming Equipment or installation within one year after completion of installation, so long as: (i) no repair, substitution, modification, or addition has been made, except by GPC or with GPC's written permission; and (ii) the Equipment has not been subjected to accident, neglect, misuse, or use by non-GPC personnel in violation of any instruction supplied by GPC, GPC will correct or re-perform the defective or non-conforming Equipment or installation, except that GPC's sole obligation and Customer's exclusive remedy for defective or non-conforming Services is for GPC to correct or re-perform the defective or non-conforming Equipment or Services to Customer's reasonable satisfaction within one year after completion of installation, subject to the limitation stated above in *Limitation of Liability*. GPC may rely on the accuracy and currency of information supplied by or at the direction of Customer, or available from generally acceptable reputable sources. THE WARRANTIES EXPRESSED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE SELECTION OF THE PARTICULAR EQUIPMENT AS APPROPRIATE TO ACHIEVE CUSTOMER'S PURPOSES.

20. Manufacturer's Warranties. In addition to the warranty set forth in Section 19 (*Limited Warranty*), GPC, at Customer's request, will assign to Customer any and all manufacturer's or installer's warranties for Equipment provided by GPC, to the extent that such third-party warranties are assignable without additional charge and extend beyond the one year limited warranty set forth in Section 19.

21. Disputes. The parties agree to use reasonable efforts to resolve by mutual consultation any dispute arising under or in connection with this Agreement. However, if any dispute remains unresolved longer than 30 business days from the date on which one party notifies the other of the dispute in writing, then either party may refer the dispute to final,

exclusive, and binding resolution pursuant to arbitration before the American Arbitration Association (“AAA”) and in Atlanta, Georgia, in accordance with the then-effective AAA Construction Industry Arbitration Rules, unless the parties mutually agree otherwise. A demand for arbitration must be filed in writing with the other party and with the AAA, and must be made within a reasonable time after the claim arises, and in no event after the date when institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. Any award entered in the arbitration may be enforced by any court having jurisdiction. No arbitration will include, by consolidation, joinder, or otherwise, any party other than GPC and Customer.

22. Notice. A party giving notice under this Section 22 must provide the notice in writing to the other party as shown on Page 1 and deliver by: (i) personal delivery (effective that date); (ii) if the party has provided an email address for official notice purposes, email delivery (effective that date if sent by 5:00 p.m. (recipient’s time); otherwise, the next business day); or (iii) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day). Unless this Agreement expressly requires notice in accordance with this Section 22, a party may provide notice as reasonable in the circumstance. Either party may update its contact information by 10 days’ prior written notice given in accordance with this Section 22.

23. Representations and Warranties of Customer. Customer represents, warrants, or covenants, except as otherwise disclosed in this Agreement, that the Premises are safe and suitable for the requested performance. Customer must notify GPC of any change or update in conditions at or near the Premises during the course of performance. If any such material, situation, or condition (“**Condition**”), whether disclosed or not, is discovered by GPC or others and the Condition, in GPC’s reasonable judgment, creates an unsafe condition for Agreement performance, GPC may cease or not commence performance until the area has been made safe by or on behalf of Customer, at Customer’s expense. In such event, the Contract Price and time for performance must be equitably adjusted. In addition, by executing this Agreement, Customer represents, warrants, or covenants to GPC that:

- i. Customer’s execution, delivery, and performance of this Agreement does not: (a) violate any law; (b) conflict with or result in a breach of any order, injunction, or decree of any court or governmental authority, or Customer’s charter; or (c) create a default under any agreement, bond, or note to which Customer is a party, by which Customer is bound, or to which the Premises is subject;
- ii. Customer has no knowledge of any fact or circumstance that, but for the passage of time, would materially, adversely affect either party’s ability to perform its Agreement obligations and Customer has complied with all laws and regulations relative to bidding, procurement, or authorization of the purchase of Equipment and Services under this Agreement; and
- iii. This Agreement has been duly authorized, executed, and delivered by Customer, and constitutes the valid and legally binding obligation of Customer, enforceable according to its terms, except as may be limited by bankruptcy, insolvency, reorganization, or other laws or equitable principles of general application relating to or affecting the enforcement of creditor’s rights and remedies.

24. Contract Interpretation. In this Agreement and in all attached or incorporated documents: (i) “**including**” means “including, but not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) if the party has provided email contact information, “**written**” or “**in writing**” includes email communication, absent express statement otherwise. Reference to: (a) a party or entity includes any allowed successor or assign; (b) a regulatory authority includes an authority succeeding to the same function; and (c) an applicable law, document, or provision is to the law, document, or provision as modified or amended, and then-effective or current. Defined terms may be singular or plural, as the context requires and, absent express statement otherwise, have the same meaning in all Agreement documents. Reference to an Agreement section by caption or number includes all separate clauses and provisions within that section. Captions are for convenience only and do not affect Agreement interpretation. Both parties were actively involved in negotiating this Agreement; no rule allowing construction in favor of, or against, a party according to authorship will apply.

A. Governing Law and Jurisdiction. Georgia law governs all matters, including torts, arising under, or relating to execution, interpretation, performance, or enforcement of, this Agreement, without regard to choice of law principles. In the event of any dispute or claim arising out of this Agreement, subject to the *Disputes* requirements of Section 21, the parties agree that any lawsuit or other legal claim or action will be filed in either the Superior Court of Columbia County, Georgia, or in the Federal District Court, Northern District of Georgia; to the fullest extent allowed by applicable law, each party consents to exclusive jurisdiction and venue in these courts and waives any objection to this jurisdiction or venue.

B. Incorporation of Exhibits. Each exhibit referenced in or attached to this Agreement is incorporated by reference as if fully set forth herein. In the event of a conflict between the terms of this Agreement and any exhibit, this Agreement will control.

C. Entire Agreement. This Agreement, including its exhibits, contains the entire agreement of the parties and there are no oral or written representations, understandings, or agreements between the parties respecting the subject matter that are not fully expressed here.

D. Survival. Agreement provisions that by nature or context logically should apply beyond Agreement expiration, completion, cancellation, or termination, will survive per applicable law or Agreement terms, including *Compensation and Payment* (Section 2); *Affiliate Employees* (Section 7); *Environmental Concerns* (Section 12); *Changes* (Section 13); *Risk and Liability* (Section 17); *Termination* (Section 18); *Limited Warranty* (Section 19); *Manufacturer's Warranties* (Section 20); and *Contract Interpretation* (Section 24).

E. Agreement Modification. This Agreement may be modified only by an amendment executed in writing by an authorized representative of each party.

F. No Waiver. If GPC fails to enforce a Customer obligation, waives a Customer breach, elects a remedy, or waives a right in one instance, GPC does not waive a similar, or any other, breach or the right to enforce that, or any other, right, remedy, or obligation, in another instance. Acquiescence to or acceptance of late performance, with or without reservation, does not waive a future right to require timely performance.

G. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions will remain in full force and effect, so long as the rights and obligations of the parties are not materially adversely affected by the deletion.

DESCRIPTION OF EQUIPMENT AND SERVICES:

Georgia Power Company will provide the Equipment described below along with the related installation, supervision, inspection, labor, materials, tools, construction equipment and subcontracted items as needed for the execution and completion of the following projects:

Project	General ECM Descriptions
1	Hallford Stadium – LED Sports lighting with PRISM
2	Godfrey Stadium – LED Sports lighting with PRISM
3	Adams Stadium – LED Sports lighting with PRISM

Each of the above project(s) and the specific facilities impacted by the measures will be described in greater detail below and within each project(s) scope of work.

Sports Lighting LED

Facilities	High-Level Detail
Hallford Stadium	Install new LED Sports lighting system for the Football Field

Football Field – 50.0 FC

- (68) Cooper Ephesus LumaSport 8 LED sports flood fixtures to be installed on existing poles and crossarms
 - 700-watt Cooper Ephesus LumaSport8 REMOTE LED Sports Flood.
 - 700 watts x 14 = 9,800 total watts
 - 1320-watt Cooper Ephesus LumaSport16 REMOTE LED Sports Flood.
 - 1320 watts x 54 = 71,280 total watts
- PRISM Adder with (12) Cooper Ephesus LumaSport8 REMOTE PRISM RGB
 - 500-watt Cooper Ephesus LumaSport8 REMOTE PRISM RGB
 - 500-watts x 12 = 6,000 total watts
 - Three new crossarms to hold two fixtures each to be installed on existing poles. Two new crossarms to hold three fixtures each to be installed on existing poles.
- All Electrical Assemblies, disconnect boxes, driver enclosures and mounting hardware
- Pole length wire harness assemblies
- Pole length wire harness assemblies
- Guaranteed light levels per design attached
- Eaton’s 10 Year Manufacturers’ Parts
- Eaton’s Air Mesh Controls, Dynamic Scenes and Commissioning

Facilities	High-Level Detail
Godfrey Stadium	Install new LED Sports lighting system for the Football Field

Football Field – 50.0 FC

- (62) Cooper Ephesus LumaSport 8 LED sports flood fixtures to be installed on existing poles and crossarms
 - 700-watt Cooper Ephesus LumaSport8 REMOTE LED Sports Flood.
 - 700 watts x 12 = 8,400 total watts
 - 1320-watt Cooper Ephesus LumaSport16 REMOTE LED Sports Flood.
 - 1320 watts x 50 = 66,000 total watts
- PRISM Adder with (12) Cooper Ephesus LumaSport8 REMOTE PRISM RGB
 - 500-watt Cooper Ephesus LumaSport8 REMOTE PRISM RGB
 - 500-watts x 12 = 6,000 total watts
 - Three new crossarms to hold two fixtures each to be installed on existing poles. Two new crossarms to hold three fixtures each to be installed on existing poles.
- All Electrical Assemblies, disconnect boxes, driver enclosures and mounting hardware
- Pole length wire harness assemblies
- Pole length wire harness assemblies
- Guaranteed light levels per design attached
- Eaton’s 10 Year Manufacturers’ Parts
- Eaton’s Air Mesh Controls, Dynamic Scenes and Commissioning

Facilities	High-Level Detail
Adams Stadium	Install new LED Sports lighting system for the Football Field

Football Field – 50.0 FC

- (58) Cooper Ephesus LumaSport 8 LED sports flood fixtures to be installed on existing poles and crossarms
 - 700-watt Cooper Ephesus LumaSport8 REMOTE LED Sports Flood.
 - 700 watts x 12 = 8,400 total watts
 - 1320-watt Cooper Ephesus LumaSport16 REMOTE LED Sports Flood.
 - 1320 watts x 46 = 56,580 total watts
- PRISM Adder with (12) Cooper Ephesus LumaSport8 REMOTE PRISM RGB
 - 500-watt Cooper Ephesus LumaSport8 REMOTE PRISM RGB
 - 500-watts x 12 = 6,000 total watts
 - Three new crossarms to hold two fixtures each to be installed on existing poles. Two new crossarms to hold three fixtures each to be installed on existing poles.
- All Electrical Assemblies, disconnect boxes, driver enclosures and mounting hardware
- Pole length wire harness assemblies
- Pole length wire harness assemblies
- Guaranteed light levels per design attached
- Eaton’s 10 Year Manufacturers’ Parts
- Eaton’s Air Mesh Controls, Dynamic Scenes and Commissioning

Labor Scope:

- All labor and material for proper installation of sports lighting
- Assemble and all poles per manufacturer’s recommendations
- Mounting of all lights and stands for all Cooper Ephesus LumaSport8 LED fixtures
- Electrical power to the pole is existing and assumed to be in good condition.
- Georgia Power will make final power connections and terminations to power the lights

Exception Notes:

- * If pole locations need to be accessed from fields Utech will not be responsible for any damage to field surfaces or irrigation pipe or heads by cranes, lifts, trucks or equipment
- * No fence removal or install included
- * Utilities not marked by UPC are owners’ responsibility to locate
- * GPC will not be responsible for any unmarked utilities
- * No landscaping or sod included
- * Standard equipment, requiring access to each pole location, will be used for this installation.
- * Ground must be suitable for access of trucks, cranes, etc. under their own power.
- * Specialized equipment, i.e., long reach cranes, all-terrain vehicles, etc., requested by Customer will be at additional charges.
- * Quote does not include rock excavation.
- * Quote assumes excess dirt to be deposited on site.

Construction Overview

Georgia Power has developed an estimated timeline based on contract approval and execution by **February 15, 2025**. A detailed construction timeline will be developed once Georgia Power receives and executes the Work Order. All construction will be coordinated with the General Contractor and these completion dates are subject to the GC having the fields ready for lighting.

Building Name	Contract Signing Date	Order Date	Material Lead Time	Installation Estimate	Estimated Completion
Hallford Stadium	2/15/2025	2/15/2025	8 - 12 Weeks*	2 weeks	5/01/2025
Godfrey Stadium	2/15/2025	2/15/2025	8 - 12 Weeks*	2 weeks	5/30/2025
Adam Stadium	2/15/2025	2/15/2025	8 - 12 Weeks*	2 weeks	6/30/2025

- * All lead times are dependent on the date of order and lead times may change to economic factors, delivery issues etc.

Compensation Schedule

1. **Payment of Contract Price.** Customer will pay or cause to be paid to GPC the full Contract Price of **\$1,341,198** for the Equipment Sale and Installation Services in accordance with the following terms and conditions:
 - a. The Contract Price will be paid to GPC by Customer upon invoice.
 - b. Late Payment: All invoices submitted by GPC must be paid by Customer within thirty (30) days of the date of invoice. All amounts in this Agreement are in U.S. Dollars and include any sales, use, excise, or other applicable taxes (unless specifically noted/excluded in this Agreement), all of which must be paid by Customer, except for taxes on GPC's net income. All costs of collection, including reasonable attorneys' fees, will be paid by Customer.

2. **Notice to Proceed (Must be Initialed by Customer Authorized Representative)**

_____ If this box is checked, Customer will not be financing payment of the Equipment with funds other than its own and will use its own funds to pay for the Equipment. Accordingly, upon execution of this Agreement by GPC, Customer's execution of this Agreement will constitute the notice to proceed to GPC.

_____ If this box is checked, Customer intends to finance payment of the Equipment with funds other than its own. Accordingly, GPC will not perform, nor be required to perform, any Agreement obligation until and unless Customer has closed on its financing (the "**Financing Closing**"), as evidenced by fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents. Customer will achieve Financing Closing on or before _____, or such later date agreed to in writing by GPC. Within 15 calendar days after the Financing Closing, Customer must execute and issue a written notice to proceed to GPC, upon which event GPC will commence performance under this Agreement. If Customer does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date agreed to in writing by GPC, GPC may terminate this Agreement upon 14 calendar days' prior written notice to Customer. Upon such termination of this Agreement, GPC will have no further obligation to Customer hereunder, but Customer will be obligated to immediately compensate GPC for the amount set forth in any letter of commitment, project development agreement, engineering task order, or comparable agreement between Customer and GPC.

CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE

THIS CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE is executed this ___ day of _____, 20__ by **DeKalb County School District (“Customer”)** as to the Equipment and related installation and Energy Conservation Measures (collectively, **“Services”**) provided by **Georgia Power Company (“GPC”)** pursuant to Equipment and Installation Agreement dated _____, 20__ between GPC and Customer that was dated _____ (**“Agreement”**) upon the terms and conditions set forth therein.

1. DATE OF FINAL COMPLETION AND ACCEPTANCE: _____

The Equipment and installation performed under the Work Order has been reviewed by both Parties and the undersigned Customer representative and found to be complete and ready for beneficial use and operation by Customer. The Date of Final Completion and Acceptance is also the date of commencement of contract payments, if applicable.

2. COMMENCEMENT OF PAYMENT:

Customer, having accepted the Services, agrees to settle any outstanding payment obligations within 30 days of receipt of invoice by remitting payment under the terms of the Work Order, for the balance of the Contract Price, if applicable.

3. ACCEPTANCE OF EQUIPMENT AND SERVICES:

Customer hereby accepts all Equipment and Services as complete, and hereby assumes full possession thereof.

BY: _____

NAME: _____

TITLE: _____

DATE: _____