

Agreement for DeKalb County School District

DeKalb County BOE EV Charging
Facility A & B North Decatur

Thursday, March 5, 2026



1769 Sands Place
Power Services
Marietta, GA 30067
770-550-5370

Thursday March 5, 2026

DEKALB CO BOARD OF EDUC

Raymond Stanley
Executive Director, Transportation and Fleet Operations
DeKalb County School District

Re: DeKalb County BOE EV Charging Facility A & B North Decatur

Georgia Power Company is pleased to offer you our proposal to provide the following EV Charging **Turnkey Design/Build** and commissioning for electric fleet charging stations at the 3770 Decatur Road, Stone Mountain GA 30083. The EV Charging Units, Cloud Plan and Warranty has been priced with the **Sourcewell Pricing Contract # 021825-CPI**. The electrical infrastructure to the EV charging system will be provided under the Georgia Power EV Make Ready Program.

Scope of work:

Georgia Power will install twelve (12) CP 6620 dual port level 2 charging station that will provide 19.2 kw output per port for 24 managed parking spaces; two (2) ChargePoint Express Plus Power Block will be installed to deliver 160 kw output per Power Block, and two (2) dual port Power Links will be installed to enable four (4) managed parking spaces.

EV Charging Equipment Infrastructure:



CP6621 Dual port, pedestal mount, 18 ft
cable-Buy America FHWA



ChargePoint Express Plus with Power Link 2000- 24 ft cable- Buy America FTA



Parties:				
Seller:	Georgia Power Company, a Georgia corporation with an office at 241 Ralph McGill Boulevard, N.E., Atlanta, GA 30308			
Buyer:	DeKalb County School District			
Project Details:				
Project Name:	DeKalb County School District North Decatur EV Fleet			
Project Location:	3770 Decatur Road, Stone Mountain, GA 30083			
Services:				
Goods and Services:	Electric Bus Charging Equipment + Installation Services			
		Quantity:	Total Price:	Included in Scope?
	Buy America FHWA CP6621 Level 2 dual port with 18 FT with Cable Management and Pedestal Kit	12	Packaged in Sourcewell Contract Pricing	Yes
	1-Year- Fleet Enterprise Cloud Plan (Powerlink 2000)	4	Packaged in Sourcewell Contract Pricing	Yes
	Buy America FHWA Power Link PL2000 (dual ports), cable management and concrete mounting template	2	Packaged in Sourcewell Contract Pricing	Yes
	Buy America Power Block and concrete mounting template	2	Packaged in Sourcewell Contract Pricing	Yes
	Buy America Power Module(40 kw/module)	8	Packaged in Sourcewell Contract Pricing	Yes
	1-Years Prepaid Assure Power Link 2000 Plan. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	Packaged in Sourcewell Contract Pricing	Yes
	1-Year Prepaid Assure Power Block Plan. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	2	Packaged in Sourcewell Contract Pricing	Yes
	Power Link Commissioning	2	Packaged in Sourcewell Contract Pricing	Yes

	Power Block Commissioning and Activation	2	Packaged in Sourcewell Contract Pricing	Yes
	1-year Prepaid Cloud Plan (CP6621 Level 2)	24	Packaged in Sourcewell Contract Pricing	Yes
	1-year Prepaid Assure for CP6620 station. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	12	Packaged in Sourcewell Contract Pricing	Yes
	Initial Station Activation for CP6621 (level 2)	12	Packaged in Sourcewell Contract Pricing	Yes
	Total Sourcewell Pricing (Contract # 021825-CPI)			\$434,674.94
	Freight Cost (Zero Freight Cost if Contract is Fully Executed by March 31, 2026)		Freight Cost (Zero Freight Cost if Contract is Fully Executed by March 31, 2026)	
	Installation/Bolt down of Bus Charging Equipment trenching & backfill, bollards, concrete pads & stencils for Power Links; wheel stops and stencils for CP6021, permitting	1	\$117,492.06	Yes
	Specifications:			
Total Price and Payment: \$552,167.00				
Invoice Schedule: (invoices will be issued within 30 days of each milestone completion)	Seller shall invoice as follows:			
	Milestone:		\$ Amount	
	Upon execution of this Agreement			
	Upon Completion of installation, commissioning of charging equipment, acceptance and signature of Letter of Completion			
Exhibit A	General Terms and Conditions			
Exhibit B	Form of Change Order			
Exhibit C	Certificate of Completion			

The total price is \$552,167.00 taxes are exempted

Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Utility Services not responsible for damages Resulting from “pre-existing conditions”
- This price does not include any regulated charges.

Qualifications/Exclusions:

If excessive rock or other underground obstruction are encountered, additional cost will be passed onto DeKalb County School District.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

This proposal is subject to, and is pending final approval by Georgia Power management subsequent to customer acceptance.

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

Tammy Harrington

Utility Services - Georgia Power Company

Phone – 770-550-5370 - Email – TJHARRIN@southernco.com

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

DEKALB CO BOARD OF EDUC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

GEORGIA POWER COMPANY

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachments: - Terms and Conditions

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnatee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnatee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.