

Contract No. MSA2020-06  
Work Order No. 2020-061

## WORK ORDER

**DEKALB COUNTY**  
1300 Commerce Drive  
Decatur, Georgia 30030  
Attention: Clyde Stovall, Director Facilities  
("Customer")

**GEORGIA POWER COMPANY**  
241 Ralph McGill Boulevard  
Atlanta, Georgia 30308  
Attention: \_\_\_\_\_  
("GPC")

**This Work Order** (hereinafter referred to as the "Work Order") is issued pursuant to and under the above-referenced Master Agreement for Energy Related Services ("MSA"), between Customer and GPC. The Services shall be governed by and subject to the terms and conditions in the Agreement, except to the extent expressly amended herein. GPC agrees to perform and provide Customer with Services described below in accordance with the terms and conditions contained in the MSA, its Exhibits, the Exhibits to this Work Order identified below as included, and any supplemental provisions set forth in this Work Order. A capitalized term which appears in this Work Order or any of its Exhibits shall have the same meaning as assigned to it in the MSA.

### DESCRIPTION OF SERVICES

#### OPTIONS:

- Description of SERVICES (EXHIBIT A)**
- MILESTONE SCHEDULE/DATES FOR THE PERFORMANCE OF SERVICES (EXHIBIT B)**
- FEE SCHEDULE OR COMPENSATION PAYMENT SCHEDULE (EXHIBIT C)**
- Energy SAVINGS GUARANTEE (EXHIBIT D)**
- MEASUREMENT AND VERIFICATION SERVICES (EXHIBIT E)**
- CERTIFICATE OF COMPLETION & ACCEPTANCE (EXHIBIT F)**
- Termination Payment Schedule (EXHIBIT G)**
- Contractor's Affidavit Pursuant to O.C.G.A. §13-10-91 (EXHIBIT H)**
- Subcontractor's Affidavit Pursuant to O.C.G.A. §13-10-91 (EXHIBIT I)**
- Sub-subcontractor's Affidavit Pursuant to O.C.G.A. §13-10-91 (EXHIBIT J)**
- Maintenance Services (EXHIBIT K)**

### AGREED VALUE OF SERVICES TO BE PROVIDED

Payments to GPC for Services provided will be made in the form of utility bill payments, as described in the MSA, and set out in the attached Compensation Payment Schedule (Exhibit C) in the total monthly amount of **\$10,350.00** split between both facilities.

**In order to calculate the early Termination Fee Payments**, set out in the attached Termination Payment Schedule (Exhibit G), or the amount of any performance bond which may be required of GPC, the parties have agreed that the reasonable value of the Services being provided by GPC is **\$1,353,620.00** less the GPC one time energy efficiency rebate amount of **\$45,000.00** which equals the total project amount of **\$1,308,620.00**. The energy efficiency rebate amount will be designated by DeKalb County to GPC contractor Hemma Lighting.

**SUPPLEMENTAL PROVISIONS**

1. In order to secure financing for these Services, Georgia Power may assign this Work Order to a financial institution and grant that financial institution a security interest in the materials and equipment which form the basis of the Services to be provided. Any such assignment or security interest will be subject to the rights and interests of the Customer as set out in the MSA.

2. The parties anticipate that this Work Order will terminate at the end of the calendar year, but that it will be continuously renewed thereafter for one year terms and for a total of one hundred eighty (180) months following the Certificate of Completion & Acceptance (Exhibit F) date established for these services and described in the MSA. If this Work Order is not continuously renewed for a total one hundred eighty (180) months from the date in Certificate of Completion & Acceptance, then in order to compensate GPC for its investment, GPC will be paid an early termination payment in accordance with the schedule in the Termination Payment Schedule (Exhibit G) attached.

3. If the Work Order is renewed for consecutive terms for a total of one hundred eighty (180) months following the Completion & Acceptance date, or upon the payment to GPC by Customer of all amounts due under the MSA and this Work Order, then title to all materials and equipment furnished as part of the Services will pass to the Customer without payment of any additional fee.

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**AGREED TO BY:**

**DEKALB COUNTY**  
**("Customer")**

By: \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name typed or printed)**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACCEPTED BY:**

**GEORGA POWER COMPANY**  
**("GPC")**

By: \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name typed or printed)**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCOPE OF SERVICES:**

Georgia Power Company (GPC) will provide the equipment described below as outlined in the S&W documents along with the related installation, supervision, labor, materials, tools, construction equipment (i.e. lifts), demolition, legal disposal of material, check-out and start-up of newly installed systems and the items needed for the execution and completion of the following ECMs (Energy Conservation Measures):

Energy Conservation Measure	General ECM Descriptions
ECM1	LED Lighting Retrofit for Building 1 & Building 2
ECM2	HVAC Retrofit for Building 1

Each of the above ECMs at the specific facilities impacted by the measures will be described in greater detail below and within each ECM scope of work.

**ECM1 – Lighting Retrofit Summary for Building 1 & 2**

Facilities	High-Level Detail
Office Building 1	LED retrofit kits, LED fixtures/lamps, provide material and controls
Office Building 2	LED retrofit kits, LED fixtures/lamps, provide material and controls

**ECM1 - Lighting Retrofit for Building 1 & 2 - Summary Scope of Work (see below for full scope)**

Retrofit, replace and/or provide material for interior lighting as indicated on the S&W Drawing E5.11 Lighting Fixture Schedule and as described below in the Lighting/Controls chart for fixtures type AA, AA-BBU, AB, AB-BBU, AF, AF-BBU, BA, BA-BBU, BB, BB-BBU, DA, DA-BBU, L, OW, PA, PB, PC, SC, SW, XB, XC, and provide material for wireless controls sensors, switches and power packs SW, OS, DHS, WVS, \$, and PP to be installed by others. Retrofit in place the half-tone fixtures, remove/retrofit/relocate/replace full-tone fixtures to new locations and remove/dispose of existing fixtures as indicated on the S&W drawings E1.01, E2.11, E2.12, E2.13, E 2.20, E2.21, E2.22 and E2.23 dated 12/30/20. Refer to Lighting/Controls table below for a detailed description of lighting type, manufacture, model, description, quantity, and GPC Work associate with each item.

**ECM2 – HVAC Retrofit for Building 1**

Facilities	High-Level Detail
Office Building 1	Replace 3 SWUDs, Add Economizer, Add VFDs for CT Fan & Condenser Water Pump

**ECM2 - HVAC Retrofit for Office Building 1 - Summary Scope of Work (see below for full scope)**

Demolish, remove and legally dispose of three (3) existing Trane self-contained packaged units along with the necessary ductwork, piping and materials to make room for new units. Disconnect and reconnect the power, remove/reinstall the necessary doors, walls and windows as described below to remove existing HVAC units and install three (3) new Trane HVAC self-contained packaged units (N)SCU-1, 2, & 3 as specified within the S&W engineering documents. Provide the necessary new ductwork, piping and materials to connect the new SCUs to the existing air and water distribution systems. Replace (E)CT-1 cooling tower fan motor and provide new VFD for (E)CT-1 fan, replace (E)P-1 condenser water pump motor and provide new VFD for (E)P-1 as indicated on S&W drawing M6.02 dated 12/30/20. Existing chemical treatment to remain as is along with existing controls. New smoke detectors will be provided and installed in the ductwork for the 3-SCUs, but others will connect the new smoke detectors to the fire alarm system. See detailed HVAC scope after the ECM1 scope below.

**ECM1 - Lighting Retrofit for Building 1 & 2**

Energy Conservation Measure	General ECM Description
ECM1	LED Lighting Retrofit for Building 1 & Building 2

**ECM1 - Lighting Scope of Work**

The following is the detailed description of the ECM1 scope:

Retrofit, replace and/or provide material for interior lighting as indicated on the S&W Drawing E5.11 Lighting Fixture Schedule and as described below in the Lighting/Controls chart for fixtures type AA, AA-BBU, AB, AB-BBU, AF, AF-BBU, BA, BA-BBU, BB, BB-BBU, DA, DA-BBU, L, OW, PA, PB, PC, SC, SW, XB, XC, and provide material only for wireless controls sensors, switches and power packs SW, OS, DHS, WVS, \$, and PP to be installed by others. Retrofit in place the half-tone fixtures, remove/retrofit/relocate/replace full-tone fixtures to new locations and remove/dispose of existing fixtures as indicated on the S&W drawings E1.01, E2.11, E2.12, E2.13, E 2.20, E2.21, E2.22 and E2.23 dated 12/30/20. Refer to Lighting/Controls chart below for a detailed description of lighting type, manufacture, model, description, quantity, and GPC Work associate with each item.

**Clarifications**

1. Re-circuiting of any fixtures, low voltage wiring, power and/or controls wiring not included.
2. Repair of any pre-existing code violations (e.g., tie off to the joists of retrofitted in place 2x4 or 2x2 fixtures) or defective lights/fixtures discovered during retrofit not included.
3. Lamp disposal is included with all existing ballasts assumed to be non-PCB.
4. GPC will coordinate lighting retrofit with general contractor assuming the following lighting activities:
  - a) GPC will deenergize lighting circuits.
  - b) GPC will retrofit 2x4, 2x2, Wall Pack, 4' Chain Hung and 4' Wall Mount fixtures that will remain in place. Note GPC does not include any work above the ceiling for retrofitted fixtures.
  - c) GPC will test the functionality of retrofitted fixtures.
  - d) GPC will provide disconnection, removal, and disposal of lighting fixtures being relocated. New fixtures to match the retrofitted fixtures will be installed in new locations.
  - e) GC will provide demolition of lighting fixtures.
  - f) GC will provide demolition of ceilings, lighting to be demolished and installation of new ceilings.
  - g) GC will allow GPC access to areas with new ceilings prior to installing ceiling tiles to install new fixtures.
  - h) GPC will provide installation of new 2x4 and 2x2 fixtures including labor/materials to tie off fixtures to the joists above.
  - i) GPC will furnish new lighting fixtures (non-2x4, 2x2, Wall Pack, 4' Chain Hung and 4' Wall Mount fixtures) and controls material to GC.
  - j) GC will provide installation of new lighting fixtures (non-2x4, 2x2, Wall Pack, 4' Chain Hung and 4' Wall Mount fixtures) and controls.
  - k) GC will provide recircuiting of all new lighting fixtures (non-2x4, 2x2, 4' Chain Hung and 4' Wall Mount fixtures) and controls
  - l) Testing of GPC new fixtures that were installed by GPC and circuited by the GC.
  - m) GC to provide testing and commissioning of the entire lighting system and controls.

Mobilizations for the above lighting activities will be held to a minimum. Currently, GPC anticipates a maximum of three (3) mobilizations as follows:

Phase 1 – Retrofit of 2x4, 2x2, Wall Pack, 4’ Chain Hung and 4’ Wall Mount fixtures that will remain in place and demo/removal of fixtures to be relocated. We understand that certain areas of high demolition may not make sense to retrofit during this phase and may be deferred to Phase 2.

Phase 2 – Retrofit of remaining 2x4 and 2x2 fixtures and installation of new 2x4 and 2x2 fixtures.

Phase 3 – Punch-out and testing of all GPC retrofitted and installed fixtures.

The following lighting/controls table indicates the Type, Manufacturer, Model, Description, Quantity and GPC Work associated with the lighting retrofit scope for ECM1:

Lighting/Controls for Building 1 and 2					
TYPE	MANUFACTURER	MODEL	DESCRIPTION	QTY	GPC Work
AA	COLUMBIA LIGHTING	SLK24-35-XW-EDU	2'x4' RECESSED LED TROFFER RETROFIT KIT 19W	166	Labor/Materials
AA-BBU	COLUMBIA LIGHTING	SLK24-35-XW-EDU-ELL14	2'x4' RECESSED LED TROFFER RETROFIT KIT 19W	26	Labor/Materials
AB	COLUMBIA LIGHTING	SLK24-35-MW-EDU	2'x4' RECESSED LED TROFFER RETROFIT KIT 28W	994	Labor/Materials
AB-BBU	COLUMBIA LIGHTING	SLK24-35-MW-EDU-ELL14	2'x4' RECESSED LED TROFFER RETROFIT KIT 28W	210	Labor/Materials
AF	COLUMBIA LIGHTING	SRP24-35-MW-EDU-G-EDU	2'x4' RECESSED LED FLAT PANEL FIXTURE 33W	5	Labor/Materials
AF-BBU	COLUMBIA LIGHTING	SRP24-35-MW-EDU-G-EDU-ELL14	2'x4' RECESSED LED FLAT PANEL FIXTURE 33W	5	Labor/Materials
BA	COLUMBIA LIGHTING	SLK22-35-XW-EDU	2'x2' RECESSED LED TROFFER RETROFIT KIT 18W	1	Labor/Materials
BA-BBU	COLUMBIA LIGHTING	SLK22-35-XW-EDU-ELL14	2'x2' RECESSED LED TROFFER RETROFIT KIT 18W	0	Labor/Materials
BB	COLUMBIA LIGHTING	SLK22-35-XW-EDU	2'x2' RECESSED LED TROFFER RETROFIT KIT 29W	71	Labor/Materials
BB-BBU	COLUMBIA LIGHTING	SLK22-35-XW-EDU-ELL14	2'x2' RECESSED LED TROFFER RETROFIT KIT 29W	7	Labor/Materials
DA	ELITE LIGHTING	HHR6-LED-1500L-DIM10-MVOLT-	6" REMODEL RECESSED CAN	110	Material Only - No Labor (installed by GC)
DA-BBU	ELITE LIGHTING	HHR6-LED-1500L-DIM10-MVOLT-	6" REMODEL RECESSED CAN BBU	28	Material Only - No Labor (installed by GC)
L	JLC-TECH	TBFL-MW-49- - -A-W	T-BAR LINEAR LED LIGHTING FIXTURE	78	Material Only - No Labor (installed by GC)
OW	COLUMBIA LIGHTING	LNC4-36L4K-065-4-1-DBT-EH	WALL MOUNTED WALL PACK	7	Labor/Materials
PA	HIGHTOWER	ATL200 (FINISH TBD)	DECORATIVE LED PENDANT FIXTURE	3	Material Only - No Labor (installed by GC)
PB	SANTA & COLE	M64 (FINISH TBD)	INVERTED BOWL SHAPED DEC LED PAINTED ALUM	7	Material Only - No Labor (installed by GC)
PC	SANTA & COLE	HEADHAT BOWL L (FINISH TBD)	INVERTED BOWL SHAPED DEC LED CERAMIC SHADE	3	Material Only - No Labor (installed by GC)
SC	COLUMBIA LIGHTING	MPS4-35LW-CW-EDU-CSHC	4' LONG CHAIN HUNG LED STRIP FIXTURE	72	Labor/Materials
SW	COLUMBIA LIGHTING	LBIL4-35ML-EDU-ELL14-US	4' WALL MOUNTED BI-LEVEL DIMMING W OCC	26	Labor/Materials
XB/XC	LIGHTALARMS	6UENGM UNIVERSAL EDGE-LIT EXIT	CEILING MOUNTED EXIT SIGN	119	Material Only - No Labor (installed by GC)
OS	LUTRON	LRF2-OCR2B-P-WH	Wireless Small Motion 360° Ceiling Sensor - PIR, Batt	650	Material Only - No Labor (installed by GC)
DHS	LUTRON	LRF2-DCRB-WH	Wireless Daylight Harvesting Sensor, Batt Pwr	9	Material Only - No Labor (installed by GC)
WVS	LUTRON	LRF2-OWLB-P-WH	Wireless Wide View Sensor - PIR, Batt Pwr	14	Material Only - No Labor (installed by GC)
\$	LUTRON	PJ2-2B-GWH-L01	Wireless Remote Switch (On/Off)	353	Material Only - No Labor (installed by GC)
\$	LUTRON	PJ2-3BRL-GWH-L01	Wireless Remote Dimmer & Switch	37	Material Only - No Labor (installed by GC)
PP	LUTRON	RMJS-8T-DV-B	Wireless Power Pack Load Controller, 8A, w/ 0-10V	44	Material Only - No Labor (installed by GC)
PP	LUTRON	RMJS-16R-DV-B	Wireless Power Pack Load Controller, 16A	365	Material Only - No Labor (installed by GC)
-	-	-	Remove Fixtures as indicated on the Drawings	116	Labor Only

**ECM2 – HVAC Retrofit for Building 1**

Energy Conservation Measure	General ECM Descriptions
ECM2	HVAC Retrofit for Building 1

**ECM2 - HVAC Scope of Work**

The following is the detailed description of the ECM2 scope:

1. Furnish labor and materials to remove all necessary interior partitions and exterior glass walls and store fronts to allow for removal and installation of (3) new SCUs (N)SCU-1, (N)SCU-2 & (N)SCU-3.
  - a. Includes removal and reinstallation of one (1) each glass walls on the 2nd and 3rd floors.
  - b. Includes removal and reinstallation of two (2) glass storefronts on the 1st floor.
  - c. Includes removal of all necessary sheetrock walls and door frames to all for removal and installation of (3) new Trane SCUs (N)SCU-1, (N)SCU-2 & (N)SCU-3.
    - i. Paint all affected areas to match existing color as close as possible.
    - ii. Wallpapered walls will be left unfinished.
    - iii. Existing finishes & flooring not being removed will be protected during construction.
    - iv. Existing ceramic tile base to be removed will be salvaged and re-installed.
2. Furnish labor, material and equipment to remove three (3) existing SWUD units
  - a. Furnish labor and material to drain the existing condenser water loop and remove disconnect all necessary condenser water piping.
  - b. Furnish labor and material to remove all necessary sheet metal ductwork and plenums to allow for unit removal. Ductwork that is to be reinstalled will be stored. Ductwork and plenums that are being replaced will be hauled to proper disposal.
  - c. Furnish labor and material to disconnect and remove all necessary electrical feeds, outlets and lighting to allow for unit removal.
  - d. Stage crane for removal of 2nd and 3rd floor existing SWUD units
  - e. Furnish labor, material, and equipment to remove three (3) SWUD units from building and haul to proper disposal. Units will be disposed in a manner to meet all EPA requirements.
3. Furnish labor, material, and equipment to install three (3) new Trane SCU units (N)SCU-1, 2, 3 to match S&W scheduled unit cooling capacities and air flows as indicated on S&W drawing M6.02 New Building 1 Water Cooled Self-Contained A/C Unit Schedule for (N)SCU-1, (N)SCU-2, & (N)SCU-3 dated 12/30/20. New SCUs will include VFDs and waterside economizer.
  - a. Stage crane for installation of the 2nd and 3rd floor SCUs.
  - b. Furnish labor and material to install three (3) new Trane units (N)SCU-1, SCU-2, SCU-3.
  - c. Furnish labor and material to fabricate a new sheet metal supply plenum and duct work for new Trane SCUs in lieu of factory provided plenum to reduce cost and delivery time.
  - d. Furnish labor and material to re-install existing sheet metal ductwork that was removed to allow for demo of existing units.
  - e. Furnish labor and material to modify existing electrical service to accommodate new SCUs and to reinstall existing electrical outlets and lighting that is to remain.
  - f. Furnish labor and material to modify existing condenser water piping to accommodate new SCUs to include new waterside economizer piping.
  - g. Furnish labor and material to insulate existing condenser water piping located in the 3rd floor ceiling cavity.
  - h. Furnish labor and material to install new smoke detectors. Integration of new smoke detectors to the fire alarm system is excluded and to be provided by others.
  - i. Start-up and check-out the 3 new SCUs, new (E)CT-1 fan motor/VFD & new (E)P-1 motor/VFD.

4. Furnish labor and material to integrate new SWUD units into building automation system.
  - a. Furnish labor and material to extend building communication buss to new Trane SWUDs.
  - b. Furnish labor and material to install new air temperature and pressure sensors for new SWUDs.
  - c. Furnish labor and material for condenser water loop and pump differential pressure controls.
  - d. Furnish labor and material to provide programming and graphics for new Trane SWUDs.
  - e. Furnish labor to assist with start-up of new Trane SWUDs.
5. Furnish labor to clean work areas and haul trash to proper disposal.
6. Provide and install inverter duty motor for Cooling Tower Fan as indicated on S&W drawing M6.02 Existing Building 1 Cooling Tower Schedule dated 12/30/20.
7. Provide and install inverter duty motor for Cooling Tower Loop pump (E)P-1 as indicated on S&W drawing M6.02 Existing Building 1 Pump Schedule dated 12/30/20.
8. Provide and install new VFDs (N)VFD-CT-1 and (N)VFD-P-1 as indicated on S&W drawing M6.02 schedule Existing Building 1 Variable Frequency Drive Schedule dated 12/30/20.

#### **Clarifications**

1. Scope based on all work being performed during normal working hours of 7:00 a.m. till 3:30 p.m. Monday through Friday with no overtime labor included. If overtime is utilized, the proposed price will increase by the applicable overtime labor rates.
2. Scope based on SWUD unit selections as shown on S&W drawing M6.02 New Building 1 Water Cooled Self-Contained A/C Unit Schedule dated 12/30/20.
3. Scope is based on the building being unoccupied during construction.
4. Scope does not include commissioning.
5. Scope is based on SCUs being furnished with fabricated discharge plenums in lieu of factory plenums as indicated in the S&W specifications.
6. Scope includes demo and re-installation of all necessary interior walls store fronts, and windows.
7. GPC will access Building 1 through the front door for installation of the 1<sup>st</sup> floor mechanical units and will access the 2<sup>nd</sup> and 3<sup>rd</sup> floors for installation of the 2<sup>nd</sup> & 3<sup>rd</sup> floor mechanical units from the north side of the connector. GPC will remove storefront/windows/glazing for access to the above areas and turn storefronts/windows/glazing over to the GC for storage during construction. GC will be responsible for installing and maintaining weatherproofing of temporary opening as well as the security and condition of the stored storefronts/windows/glazing. GPC is not responsible for storefronts, windows and/or glazing or maintaining temporary openings. Once the temporary opening is no longer needed the GC will hand over the storefronts/windows/glazing to GPC for reinstallation. GPC is NOT responsible for the condition of the storefronts/windows/glazing received from the GC and it will be the responsibly of the GC to repair or replace the storefronts/window/glazing if they were damaged during storage or construction prior to turning over to GPC for reinstallation.
8. Scope includes painting re-installed walls to match existing colors as closely as possible.
9. Scope does not include TAB and/or commissioning of air distribution or water distribution systems.
10. Scope does not include replacing wallpaper that was removed during construction.
11. Scope does not include integrating new smoke detectors to fire alarm system.
12. Scope does not include water or chemical treatment system.
13. Scope does not include any work associated with note #10 on S&W drawing M1.14 dated 12/30/20.

### Estimated Installation Schedule

All Construction Estimates are based on time in the facility once the majority of the material has been delivered. Typical lead time for interior LED lighting is 4-to-6 weeks and the lead time is 14-to-16 weeks for the HVAC SCUs from date of order entry.

Facility	Estimated Construction Time*
Office Building 1 LED Retrofit	20 Days
Office Building 2 LED Retrofit	20 Days
Office Building 1 HVAC Retrofit	30 Days
Estimated Construction Time	70 Days

\*Note: this Exhibit will be updated once the signed MSA has been received by GPC from DeKalb County.



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### Compensation Payment Schedule

The Compensation fee shall be calculated in accordance with the methodology described in this exhibit. The monthly payment per building is calculated utilizing 60% and 40% of the total annual service cost for Building 1 and Building 2 respectively using each building's percentage to allocate that portion of the annual service fee amount to be billed on a monthly basis. The total monthly service fee amount is \$10,350.00 split between the 2 facilities as indicated below.

A summary of the calculated service fee for each account is as follows:

	Facility	Percent	Monthly Allocation	GPC Account Number
1	178 Sams Street Building 1	60	\$6,210.00	8601750009
2	178 Sams Street Building 2	40	\$4,140.00	2583455012
	Total	100%	\$10,350	

Georgia Power will bill the "Monthly Compensation Fee" to the power bill account number indicated for each facility listed above. The payments will continue for 180 months or an early payment in full based on Termination Payment Schedule (EXHIBIT G).

**CERTIFICATE OF COMPLETION & ACCEPTANCE**

**THIS CERTIFICATE OF FINAL COMPLETION AND ACCEPTANCE** is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **DeKalb County** (“**Customer**”) as to the Equipment and related installation and Energy Conservation Measures (collectively, “**Services**”) provided by **Georgia Power Company** (“**GPC**”) pursuant to Work Order No. 2020-061 dated February 11, 2021 (“**Work Order**”) between GPC and Customer that was issued under Master Agreement MSA-2020-06 dated \_\_\_\_\_, 20\_\_ (“**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: \_\_\_\_\_

Early Termination Fee Schedule			
After Monthly Payment_Month	Termination Fee	After Monthly Payment_Month	Termination Fee
1	\$ 1,363,183.50	91	\$ 804,868.79
2	\$ 1,358,071.18	92	\$ 797,399.34
3	\$ 1,352,937.28	93	\$ 789,898.36
4	\$ 1,347,781.70	94	\$ 782,365.71
5	\$ 1,342,604.36	95	\$ 774,801.25
6	\$ 1,337,405.16	96	\$ 767,204.86
7	\$ 1,332,184.01	97	\$ 759,576.40
8	\$ 1,326,940.81	98	\$ 751,915.73
9	\$ 1,321,675.48	99	\$ 744,222.72
10	\$ 1,316,387.92	100	\$ 736,497.23
11	\$ 1,311,078.04	101	\$ 728,739.13
12	\$ 1,305,745.74	102	\$ 720,948.27
13	\$ 1,300,390.93	103	\$ 713,124.52
14	\$ 1,295,013.51	104	\$ 705,267.73
15	\$ 1,289,613.38	105	\$ 697,377.78
16	\$ 1,284,190.46	106	\$ 689,454.52
17	\$ 1,278,744.65	107	\$ 681,497.81
18	\$ 1,273,275.84	108	\$ 673,507.50
19	\$ 1,267,783.94	109	\$ 665,483.46
20	\$ 1,262,268.86	110	\$ 657,425.54
21	\$ 1,256,730.49	111	\$ 649,333.61
22	\$ 1,251,168.74	112	\$ 641,207.51
23	\$ 1,245,583.51	113	\$ 633,047.10
24	\$ 1,239,974.70	114	\$ 624,852.24
25	\$ 1,234,342.21	115	\$ 616,622.79
26	\$ 1,228,685.94	116	\$ 608,358.59
27	\$ 1,223,005.80	117	\$ 600,059.50
28	\$ 1,217,301.67	118	\$ 591,725.37
29	\$ 1,211,573.45	119	\$ 583,356.06
30	\$ 1,205,821.06	120	\$ 574,951.41
31	\$ 1,200,044.37	121	\$ 566,511.28
32	\$ 1,194,243.30	122	\$ 558,035.52
33	\$ 1,188,417.74	123	\$ 549,523.97
34	\$ 1,182,567.59	124	\$ 540,976.49
35	\$ 1,176,692.73	125	\$ 532,392.92
36	\$ 1,170,793.07	126	\$ 523,773.11
37	\$ 1,164,868.51	127	\$ 515,116.91
38	\$ 1,158,918.93	128	\$ 506,424.17
39	\$ 1,152,944.23	129	\$ 497,694.73
40	\$ 1,146,944.31	130	\$ 488,928.43
41	\$ 1,140,919.06	131	\$ 480,125.12

Early Termination Fee Schedule			
After Monthly Payment Month	Termination Fee	After Monthly Payment Month	Termination Fee
42	\$ 1,134,868.37	132	\$ 471,284.64
43	\$ 1,128,792.14	133	\$ 462,406.85
44	\$ 1,122,690.25	134	\$ 453,491.57
45	\$ 1,116,562.60	135	\$ 444,538.65
46	\$ 1,110,409.08	136	\$ 435,547.93
47	\$ 1,104,229.58	137	\$ 426,519.26
48	\$ 1,098,023.99	138	\$ 417,452.47
49	\$ 1,091,792.21	139	\$ 408,347.40
50	\$ 1,085,534.11	140	\$ 399,203.89
51	\$ 1,079,249.59	141	\$ 390,021.77
52	\$ 1,072,938.54	142	\$ 380,800.89
53	\$ 1,066,600.85	143	\$ 371,541.08
54	\$ 1,060,236.40	144	\$ 362,242.18
55	\$ 1,053,845.08	145	\$ 352,904.02
56	\$ 1,047,426.77	146	\$ 343,526.43
57	\$ 1,040,981.37	147	\$ 334,109.26
58	\$ 1,034,508.76	148	\$ 324,652.32
59	\$ 1,028,008.82	149	\$ 315,155.46
60	\$ 1,021,481.43	150	\$ 305,618.51
61	\$ 1,014,926.49	151	\$ 296,041.29
62	\$ 1,008,343.88	152	\$ 286,423.64
63	\$ 1,001,733.48	153	\$ 276,765.38
64	\$ 995,095.16	154	\$ 267,066.35
65	\$ 988,428.82	155	\$ 257,326.37
66	\$ 981,734.34	156	\$ 247,545.26
67	\$ 975,011.60	157	\$ 237,722.87
68	\$ 968,260.47	158	\$ 227,859.00
69	\$ 961,480.83	159	\$ 217,953.49
70	\$ 954,672.58	160	\$ 208,006.16
71	\$ 947,835.58	161	\$ 198,016.84
72	\$ 940,969.72	162	\$ 187,985.34
73	\$ 934,074.87	163	\$ 177,911.49
74	\$ 927,150.91	164	\$ 167,795.11
75	\$ 920,197.72	165	\$ 157,636.02
76	\$ 913,215.18	166	\$ 147,434.04
77	\$ 906,203.15	167	\$ 137,188.98
78	\$ 899,161.52	168	\$ 126,900.68
79	\$ 892,090.16	169	\$ 116,568.93
80	\$ 884,988.95	170	\$ 106,193.57
81	\$ 877,857.76	171	\$ 95,774.41
82	\$ 870,696.46	172	\$ 85,311.26
83	\$ 863,504.92	173	\$ 74,803.93
84	\$ 856,283.03	174	\$ 64,252.24
85	\$ 849,030.64	175	\$ 53,656.01
86	\$ 841,747.64	176	\$ 43,015.03
87	\$ 834,433.89	177	\$ 32,329.14
88	\$ 827,089.26	178	\$ 21,598.13
89	\$ 819,713.62	179	\$ 10,821.81
90	\$ 812,306.84	180	\$ 0.00

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_ Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Subcontractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Subcontractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors and sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. §13-10-91. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_ Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91

By executing this affidavit, the undersigned Sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of DEKALB COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Sub-subcontractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Sub-subcontractor with the information required by O.C.G.A. §13-10-91. Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_ Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
\_\_\_\_\_