

AGREEMENT FOR THE PERFORMANCE OF WORK
ON ROADWAY LIGHTING SYSTEMS

THIS AGREEMENT, made and entered into this 5th day of February,
2004, by and between GEORGIA POWER COMPANY, a Georgia corporation
(hereinafter referred to as "Company"), and THE CITY OF STOCKBRIDGE,
(hereinafter referred to as "Undersigned").

WITNESSETH:

WHEREAS, Undersigned has entered into a certain Agreement with the Georgia Department of Transportation ("DOT"), with respect to Undersigned's operation and maintenance of certain roadway lighting systems; and

WHEREAS, Undersigned desires that Company provide the materials and services and administer the work involved in maintaining said roadway lighting systems; and

WHEREAS, Company desires to provide the materials and services and administer the work involved in maintaining said roadway lighting systems.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the adequacy and sufficiency of which are hereby acknowledged by both Undersigned and Company, the parties hereby agree as follows:

1. Roadway Lighting Systems. For the purposes of this Agreement, the roadway lighting system(s) shall be generally defined as the lighting facilities which provide illumination of the travel portion of those segments of the roadway referred to in Exhibit 1. Roadway lighting systems may include lighting facilities on mainline, interchanges, and exit and entrance ramps, but does not include lighting facilities within enclosed structures along the mainline or ramps, classifiable as tunnels, that require continuous operation of lighting within the limits of said structures, nor does it include lighting facilities for the illumination of signs and sign structures.

2. The Work. The work to be done under this Agreement involves the routine maintenance of roadway lighting systems and, when necessary because of damage, the repair of those lighting systems.

(a) Routine maintenance includes, but is not limited to, the following activities: bi-annual inspections of the roadway lighting systems covered by this Agreement, replacement of lamps (based on expected lamp life), and replacement, as needed, of component parts such as fuses, ballasts, relays, and starter boards that may fail from time to time.

(b) Repair work includes repairs of physical damage to the median barrier walls or to the roadway lighting system resulting from vehicle crashes or from the actions of any other third party for which Company is not responsible and repairs of damage to roadway lighting systems due to acts of God. Such repair work shall be made as expeditiously as possible upon discovering the need for repair with approval of undersigned.

3. Prosecution of the Work. Company agrees to provide all materials and services and to administer the labor necessary to maintain and/or repair the roadway lighting systems included in Exhibit 1. Undersigned agrees that Company may use its own employees or may contract with one or more independent contractors to accomplish the work. Should Company decide to use independent contractors in the performance of the work which is the subject matter of this Agreement, it shall so inform Undersigned and obtain Undersigned's consent, which consent Undersigned shall not unreasonably withhold.

4. Payment. (a) For routine maintenance which Company shall perform every 4 months, Undersigned shall pay \$8.50 per light, per month. Undersigned and Company agree that there are 30 lights which Company shall routinely maintain. Undersigned shall pay for the routine maintenance Company provided during the previous month upon receipt of invoice from Company.

(b) For repair work, Undersigned shall reimburse Company for Company's cost of materials, supplies and labor and an additional twenty percent (20%) for Company's overhead and administrative costs. Company shall provide Undersigned with an invoice which documents costs. Undersigned shall reimburse Company for approved repair work upon receipt of invoice from Company.

5. Insurance. (a) Company is a self-insurer for purposes of Workers' Compensation (in the statutorily required amount), Commercial General Liability (in the amount of \$2,000,000), and automotive liability (in the amount of \$2,000,000). Company shall provide to Undersigned a self-insurance letter upon Undersigned's request.

(b) Company agrees that any contract entered into by Company with an independent contractor pursuant to Paragraph 3 of this Agreement shall require the contractor to have Undersigned named as an additional insured on subcontractor's insurance liability policies required by such contract to protect against claims arising out of any activity performed pursuant to this Agreement.

6. Permits. Company shall obtain all permits, permissions, and licenses necessary to perform the tasks associated with this Agreement, including the responsibility for developing, implementing, and maintaining all work-zone traffic control plans that may be required by the DOT for working on Interstate highways.

7. Term. This Agreement shall last for two (2) years from the date of execution and shall be renewed automatically thereafter for one (1) year terms. One (1) month prior to the

termination of the Agreement, the parties may meet to discuss modifications to the Agreement, including the rates for routine maintenance and for repair work. The parties hereto each reserve the right to terminate this Agreement at any time for any reason or no reason upon thirty (30) days' written notice to the other party.

8. Communications. Any communication necessary to the performance of this Agreement shall be directed as follows:

If to Undersigned:

If to Company:

Georgia Power Company
285 Greenville Street
Newnan, Georgia 30263
Attn: Larry Hayes

Any notices provided for in this Agreement shall be directed as follows:

If to Undersigned:

with a copy to:

If to Company:

Georgia Power Company
241 Ralph McGill Boulevard
BIN 10200
Atlanta, Georgia 30308
Attn: Corporate Secretary

with a copy to:

Georgia Power Company
241 Ralph McGill Boulevard
BIN 20010
Atlanta, Georgia 30308
Attn: Don Swinford

9. Indemnification. As between the Undersigned and the Company, Company shall, to the extent permitted by law, assume liability for any damage, loss, or injury, including death, of any kind or nature whatever to any person or property, including employees and property of the Undersigned, caused by or resulting from any error or omission of the Company, or the negligent act of the Company or its subcontractors or any of their officers, agents, servants, or employees, arising from the performance of the work under this Agreement. To the extent permitted by law, the Company shall defend, indemnify and hold harmless the Undersigned and all of its officers, agents, servants, or employees from and against any and all claims, loss, damage, charge or expense to which they or any of them may be subjected by reason of any such damage, loss, or injury. The Company expressly agrees to defend against any claims brought or actions filed against the County, where such claim or action involves, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In the event any liability of Company arises by reason of the solely negligent acts or

omissions of Undersigned, its employees, agents, or representatives, then shall Company not be liable under the provisions of this section.

10. Miscellaneous. (a) This Agreement constitutes the sole and entire Agreement between the parties hereto and no modification of this Agreement shall be binding unless attached hereto and signed by the parties.

(b) The covenants contained herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

(c) The provisions of this Agreement and the Agreement in its entirety shall be construed by the statutes and decisions of the State of Georgia.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

Henry COUNTY, GEORGIA

GEORGIA POWER COMPANY

By: Kenny A. Meyer

Title: Account Executive
Lighting Services

UNDERSIGNED

By: Red Stinson

Title: City Manager
City of Stockbridge

(Official Seal)

BY: Marion W. Brown

Title: Deputy Clerk

EXHIBIT 1

MAINTENANCE:

Includes all decorative lighting, both roadway and pedestrian, along Georgia Highway 138 west of Georgia Highway 42. There is a total of 15 decorative poles, each with one 400 Watt roadway light, and one 150 Watt pedestrian light attached.

Includes an inspection schedule and repair every four months by a crew. Inspections will also be made by individuals on a bi-monthly schedule to check for circuit problems or other repair problems. All lights will be cleaned and relamped every four years. Repair reports of outages will be addressed within 7 business days of being received.

All replacements to damaged equipment will be ordered on an "as needed" basis upon approval of the City of Stockbridge. Materials ordered will be at the suppliers "lead time" schedule of the product, and, on their shipping schedules

Agreement for Installation & Maintenance of Roadway Lighting Systems

This Agreement for Installation and Maintenance of Roadway Lighting Systems (the "Agreement") is made by The City of Stockbridge ("Customer") and Georgia Power Company ("GPC"), and, subject to the requirements of "Effective Date" below, is effective as of the date on which this Agreement is fully executed by both Parties as indicated on the signature page. Customer and GPC are referenced collectively as "Parties" and individually as "Party."

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

- Customer desires to install roadway lighting on certain interstate and limited access state highways within Customer's jurisdictional limits and Customer's streets and roadways (the "Roadway Lighting"); and
- The Georgia Department of Transportation ("GDOT") may provide reimbursement to Customer for the Roadway Lighting engineering, installation and related work (the "Project"), pursuant to Customer's request and subject to GDOT's review and approval of Project documentation; and
- At Customer's and GaDOT's request, GPC prepared and submitted to GDOT a cost estimate (including the cost of engineering, installation and other associated work) for the Project; and
- GDOT approved the plans by Atlanta Consulting Engineers and cost estimate prepared by GPC; and
- Customer desires that GPC perform the engineering, installation, and related work necessary for installation of the Roadway Lighting; and
- Customer desires that GPC provide the materials and services necessary for maintenance of the Roadway Lighting after installation; and
- GPC desires to assist Customer in connection with the Project and is willing to perform the engineering, installation and maintenance work for the Roadway Lighting Project.

IN CONSIDERATION OF THE MUTUAL PROMISES DESCRIBED HERE, THE ADEQUACY AND SUFFICIENCY OF WHICH EACH PARTY ACKNOWLEDGES, THE PARTIES AGREE AS FOLLOWS:

1. **Roadway Lighting Definition.** In this Agreement, "Roadway Lighting" is generally defined as lighting facilities that provide illumination of the travel portion of those segments of the interstate and limited access state highways within Customer's jurisdictional limits and Customer's streets and roadways (collectively, the "Roadways"), as identified in "Exhibit 1" (attached and incorporated by this reference into this Agreement). Roadway Lighting includes lighting facilities on mainline, interchanges, and exit and entrance ramps, but does not include: (a) lighting facilities within enclosed structures along the mainline or ramps (classifiable as tunnels) that require continuous operation of lighting within said structures); or (b) lighting facilities for the illumination of signs and sign structures.

INSTALLATION WORK

2. **Installation Scope.** The installation work GPC will perform includes creating footings, setting poles and/or towers and installing lighting as appropriate. The specific installation work to be performed under this Agreement is described more fully in Exhibit 1 (collectively, the "Installation Work"). Installation Work does not include: (a) repair to Roadway Lighting caused by or arising out of GDOT construction or maintenance activities on the Roadway, the Roadway median or shoulders of the Roadway; (b) relocation of Roadway Lighting necessitated by GDOT construction activities; (c) repair of physical damage to median barrier walls resulting from vehicle crashes or from the action of any third party for whom GPC is not responsible; (d) repair of Roadway Lighting damage due to acts of God; or (e) repair or replacement of Roadway Lighting damage resulting from vehicle crashes or from the action of any third party for whom GPC is not responsible.

3. **Notice to Proceed and Installation Work.** Customer will issue to GPC a notice to proceed with the Installation Work. GPC will then prepare shop drawings, order materials and make other preparation for the Installation Work and will complete the Installation Work in accordance with the approved Project documents.
4. **Payment for Installation Work.** GPC will invoice Customer upon completion of the Installation Work, in accordance with the payment provision of Exhibit 1. Customer will pay for the Installation Work within 60 days of receipt of an invoice from GPC. Payment will be subject to Customer's approval of the Installation Work, which will not be unreasonably withheld.
5. **Unforeseen Conditions and Scope Changes.** For purposes of this Agreement, an "Unforeseen Condition" is defined as any unforeseen, concealed or unknown condition at the Installation Work site that was not clearly defined/identified prior to GPC's preparation of the engineering and cost estimate (examples include subsurface rock, wetlands, underground streams, buried waste materials, unsuitable soil, underground obstructions, archeological artifacts, burial grounds, threatened/endangered species, hazardous substances, etc.) If an Unforeseen Condition is encountered, GPC will cease work pending discussion and agreement with Customer regarding how to proceed. GPC will not be responsible for any delay or cost for any Unforeseen Condition. If the Parties agree to change the scope of services to be provided by GPC as a result of an Unforeseen Condition or for any other reason, the additional services will be authorized by a written change order signed by both Parties (and duly authorized as required by Applicable Law and by Customer's rules, policies and procedures, with all necessary consents and approvals).

MAINTENANCE AND REPAIR WORK

6. **Maintenance Scope.** The maintenance work GPC will perform includes the routine maintenance of the Roadway Lighting and, when necessary due to damage, the repair of the Roadway Lighting. "Routine Maintenance" includes periodic inspection of the Roadway Lighting, replacement of lamps (based on expected lamp life) and replacement, as needed, of component parts (e.g., fuses, ballasts, relays and starter boards that may fail from time to time). "Repair Work" includes repair of physical damage to the median barrier walls or the Roadway Lighting resulting from vehicle crashes or from the action of any third party for whom GPC is not responsible and repair of damage to the Roadway Lighting due to acts of God. The Repair Work will be performed as expeditiously as possible after notification and repair authorization to GPC by Customer.
7. **Payment for Routine Maintenance.** For Routine Maintenance which GPC will perform periodically, Customer will pay GPC a set fee per light, for the mutually agreed number of lights and according to the frequency as set out in "Exhibit 2" (attached and incorporated by this reference into this Agreement). Upon receipt of an invoice from GPC, Customer will pay for the Routine Maintenance provided during the billing period.
8. **Payment for Repair Work.** For Repair Work, Customer will reimburse GPC for GPC's cost of materials, supplies and labor and an additional 20% for GPC's overhead and administrative costs. GPC will provide Customer with an invoice documenting its cost. Payment will be subject to Customer's approval of the Repair Work, which will not be unreasonably withheld.

PERFORMANCE BY GPC

9. **Labor and Materials.** GPC will provide the labor and materials necessary to accomplish the engineering and all other necessary services required for the Installation Work, the Routine Maintenance and requested Repair Work (collectively, "GPC's Services"). Customer agrees that GPC may use its own employees or may contract with one or more independent contractors to perform GPC's Services.
10. **Permits.** GPC will obtain all permits, permissions and licenses necessary to perform GPC's Services. GPC will develop, implement and maintain all work-zone traffic control plans required by GDOT for working on the Roadways, as applicable. Customer will cooperate with GPC in securing, at GPC's expense, any necessary regulatory permit or approval and will provide assistance and information in its possession required by GPC, GDOT and any other person or authority concerning these permits or approvals. The failure by either Party to secure any required regulatory permit, approval or property right after reasonable effort will relieve GPC of its obligations under this Agreement.

11. **Cooperation.** The Parties will communicate regarding performance of this Agreement through the contact persons identified in Exhibit 1 or Exhibit 2, as applicable. The Parties agree to use their best efforts to coordinate and cooperate in connection with all activities under this Agreement.
12. **Compliance with Applicable Law.** In performing GPC's Services under this Agreement, GPC will comply with all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, or common law of any federal, state, local, or other governmental body, authority, and including, without limitation: (a) any judicial or administrative interpretation; (b) any order, consent decree, or judgment; and (c) any other applicable permits, licenses, or other governmental proclamations, including, without limitation, all applicable rules, regulations, permits, standards, guidelines, guidance, and directives prescribed by the State of Georgia and all applicable local or municipal codes (collectively, "Applicable Law").
13. **Compliance with Equal Employment Opportunity Laws.** GPC is an equal employment opportunity employer and will not discriminate against any employee or applicant on the basis of age, color, disability, gender, national origin, race, religion, sexual orientation, veteran status or any classification protected by federal, state or local law. GPC is also a federal contractor under an Areawide Public Utilities Contract with the General Services Administration of the United States Government and is committed to taking affirmative action to employ and advance in employment qualified women, minorities, disabled individuals, special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
14. **Insurance.** GPC will maintain in effect at all times during the term of this Agreement insurance covering workers' compensation, commercial general liability, and automobile liability in such amounts and with such deductible or self-insurance features as is consistent with GPC's customary practices. GPC will provide to Customer a self-insurance letter upon Customer's request. If GPC contracts with any independent contractor in connection with performance of GPC's obligations under this Agreement under "Labor and Materials" above, GPC will require that the independent contractor(s) maintain workers' compensation insurance as required by Applicable Law, commercial general liability insurance of at least \$2,000,000 per occurrence, automobile liability insurance of at least \$2,000,000 per occurrence and employer's liability insurance of at least \$1,000,000 per occurrence. GPC will also require that Customer be named as an additional insured on the contractor's commercial general, automobile and employer's liability policies.
15. **Property Damage and Risk of Loss.** As between GPC and Customer, GPC is responsible for all equipment and operating conditions at locations where GPC's Services are being performed. GPC will take all reasonable precautions and provide security, barriers or other devices as necessary to protect GPC's Services from damage. GPC will be responsible for the Services (including all materials and equipment) until the particular Installation Work, Maintenance Services or Repair Work, as the case may be, has been inspected by Customer (or its designee) and approved as complete.
16. **Risk Allocation.** As between Customer and GPC, GPC will assume liability for any damage, loss, demand, claim, suit, action, judgment, fine, cost for any injury (including death) to a person and for damage to property to the extent arising out of or resulting from any error or omission of GPC or any negligent act of GPC or its independent contractors (or any of their officers, employees, agents or representatives) in performing GPC's Services under this Agreement.

MISCELLANEOUS

17. **Effective Date.** The execution of this Agreement and performance of Customer's obligations under this Agreement have been duly authorized as required by Applicable Law and by Customer's rules, policies and procedures, and does not require the consent or approval of any person or entity other than those which have been obtained (evidence of which will be provided to GPC upon request). This Agreement will become effective as of the date it is fully executed on behalf of each Party ("Effective Date").
18. **Term and Termination.** The initial term of this Agreement, commencing on the Effective Date, is two years. At the end of the initial term, this Agreement will automatically renew for successive one-year terms until terminated by either Party. Two months prior to expiration of the initial or any subsequent term, the Parties may discuss modifications to the Agreement, including the rates for

Routine Maintenance and for Repair Work for the upcoming term. Notwithstanding the above, the Parties each reserve the right to terminate this Agreement at any time for any reason or no reason upon 30 days' written notice to the other Party.

19. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in all respects according to the laws of the State of Georgia. In the event of any dispute or claim related to this Agreement, any lawsuit or other legal action or proceeding will be filed in either a state or federal court sitting in the State of Georgia.
20. **Notice.** All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon (a) personal delivery; (b) the next occurring business day if deposited with a commercial overnight delivery service; or (c) the fourth business day after being deposited, postage prepaid, in the United States Mail, registered or certified, return receipt requested. Each Party will provide all notices to the other at the address(es) shown below or to any other address that a Party designates by written notice under this provision.

If to Customer:

Rudy Kelley
Mayor, City of Stockbridge
4545 N. Henry Blvd.
Stockbridge, Ga. 30281

With a Copy to:

Ted Strickland
City Manager, City of Stockbridge
4545 N. Henry Blvd.
Stockbridge, Ga. 30281

If to GPC:

Manager, Contract Management
Georgia Power Company
Bin 10080
241 Ralph McGill Blvd., N.E.
Atlanta, GA 30308-3374

With a Copy to:

Georgia Power Company
Attn: Larry Hayes
285 Greenville St.
Newnan, GA 30263

21. **Interpretation.** This Agreement will be interpreted in accordance with, and governed in all respects by, the laws of the State of Georgia. If any provision of this Agreement is ruled invalid or unenforceable, that invalidity or unenforceability will not affect the validity or enforceability of this Agreement as a whole. All captions in this Agreement are inserted for convenience only and are not to be used in interpreting this Agreement.
22. **Relationship of Parties.** GPC is and will be an independent contractor to Customer. GPC will not be considered an agent, partner, joint venturer, employee or representative of Customer. No affiliate of GPC will have any liability whatsoever for any Party's performance, nonperformance or delay in performance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation or liability of GPC to any person or entity not a party to this Agreement. Customer will not assign or transfer any of its rights or interests in or obligations under this Agreement or any document executed in connection with this Agreement without the prior written consent of GPC.
23. **Remedies and Damages.** CUSTOMER WILL NOT BE ENTITLED TO PAYMENT, DAMAGES, MONIES, OR COMPENSATION FROM GPC OF ANY KIND WHATSOEVER FOR INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF CAPITAL COSTS, LOSS OF REPUTATION, OR PUNITIVE DAMAGES) ARISING FROM NONPERFORMANCE OF THIS AGREEMENT OR BECAUSE OF HINDRANCE OR DELAY FROM ANY CAUSE WHATSOEVER, WHETHER THE HINDRANCE OR DELAY IS REASONABLE OR UNREASONABLE, FORESEEABLE OR UNFORESEEABLE, CONTEMPLATED OR NOT CONTEMPLATED, AVOIDABLE OR UNAVOIDABLE.
24. **Entire Agreement; Modifications.** This Agreement, including all documents attached or incorporated by reference, constitutes the entire understanding and agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all prior agreements, whether written or oral. No waiver, amendment, change, alteration or modification of this Agreement will be binding unless made in writing and signed by an authorized representative of each Party. The covenants expressed in this Agreement, except as otherwise provided, accrue to the benefit of and

will be binding upon the successors and permitted assigns of the Parties. This Agreement may be executed in any number of duplicate originals, each of which is an original, but all of which constitute the same document.

IN WITNESS WHEREOF, Customer and GPC have caused this Agreement to be executed under Seal by their duly authorized representatives as of the date(s) shown:

CUSTOMER:

By: City of Stockbridge (SEAL)
Name: Red Strickland
Title: City Manager

Attest:
By: Merle Manders (SEAL)
Name: Merle Manders
Title: City Clerk
Date: November 12, 2005

Approved as to Form:

By: [Signature]
Name: A.S. Welch Jr
Title: City Attorney

GEORGIA POWER COMPANY:

By: Ken Leonard (SEAL)
Name: KEN LEONARD
Title: LSBU OPERATIONS MGR.

Attest:
By: Ruby A Meyer (SEAL)
Name: Harry B. Hayes
Title: Account Executive
Date: 12/4/07

Exhibit 1

**To Agreement for Installation & Maintenance of Roadway Lighting Systems
between Georgia Power Company and The City of Stockbridge**

INSTALLATION WORK

1. ROADWAYS:

This Agreement relates to installation of Roadway Lighting on the following Roadways (or Roadway segments) of Customer:

Eagle's Landing Parkway Interchange at I-75

2. SCOPE OF INSTALLATION WORK:

Customer and GPC agree upon the following scope of work for GPC's installation of Roadway Lighting for Customer:

To illuminate all roadway surfaces throughout the interchange in order to comply with Ga. D.O.T specs and design. Footings will be installed as per soil testing by Atlanta Consulting Engineers and D.O.T. design. Poles will be assembled and erected on footings with fixtures aligned in accordance with D.O.T. photometric design. There are 24 - 100 ft. towers to be installed; each with 4 - 1000W HPS fixtures attached, for a total of 96. There are also 16 wall pack fixtures to illuminate under the bridge.

3. PAYMENT FOR INSTALLATION WORK:

Customer and GPC agree upon the following amount to be paid by Customer for GPC's installation of Roadway Lighting:

Estimated Cost of \$995,856.91.

4. CONTACT PERSONS:

Communication between the Parties regarding performance of this Agreement will be directed between the following Contact Persons:

GPC Contact:

Larry Hayes
Account Executive
Georgia Power Company
285 Greenville St.
Newnan, GA 30263
Phone: 770-254-7115
Fax: 770-254-7185

Customer Contact:

Ted Strickland
City Manager
City of Stockbridge
4545 N. Henry Blvd.
Stockbridge, Ga, 30281
Phone: 770-389-7905
Fax: 770-389-7912

Exhibit 2

**To Agreement for Installation & Maintenance of Roadway Lighting Systems
between Georgia Power Company and The City of Stockbridge**

ROUTINE MAINTENANCE/ REPAIR WORK

1. ROUTINE MAINTENANCE SCHEDULE:

Customer and GPC agree that GPC will perform Routine Maintenance on a 6 month basis. Will respond within 5 weekdays upon notification of an entire pole or circuit outage.

2. FEE PER LIGHT:

The Parties agree that Customer will pay \$9.00 per high mast light (\$864/mo.) and \$6.00 per wall pack light (\$96.00/mo.) for Routine Maintenance as provided in this Agreement.

Monthly Maintenance Total Equals \$960.00

3. NUMBER OF LIGHTS:

Customer and GPC agree that the total number of lights upon which GPC will perform Routine Maintenance is:

96 High Mast Lights and 16 Wall Pack Lights under the bridge

4. CONTACT PERSONS:

Communication between the Parties regarding performance of Routine Maintenance and Repair Work under this Agreement will be directed between the following Contact Persons:

GPC Contact:

Larry Hayes
Account Executive
Georgia Power Company
285 Greenville St.
Newnan, GA 30263
Phone: 770-254-7115
Fax: 770-254-7185

Customer Contact:

Ted Strickland
City manager
City of Stockbridge
4545 N. Henry Blvd.
Stockbridge, Ga. 30281
Phone: 770-389-7905
Fax: 770-389-7912

Georgia Power Company

2994 Skelton Road
 Gainesville, Georgia 30504
 (770) 535-6405 fax (770) 535-6427

INVOICE

| Customer | | | |
|----------|---|-------|----------|
| Customer | City of Stockbridge, Georgia c/o Michael Harris | | |
| Address | 4640 North Henry Boulevard | | |
| City | Stockbridge | State | GA 30281 |
| PHONE | (770) 389-7900 | | |

| | |
|-----------|--------------|
| Date | 11/6/2014 |
| Order No. | MLMUG 65842 |
| Rep | Gene Edwards |
| FOB | Upon Receipt |

| Qty | Description | Unit Price | TOTAL |
|---------------------|--|-------------|--------------------|
| | <u>Exit 224 - Eagles Landing @ I-75</u> | | |
| | Estimated repair cost for customer owned high mast lighting system for items not covered under our maintenance agreement. | | |
| 1 | Install approximately, 2,600 ft. of aluminum conductor, in existing customer conduit. Replace two power cord plug sets that were damaged. South Bound High Mast Towers 11, 12, & 13 out. North Bound High Mast Towers 21, 22, 23 and 24 are out due to wire theft. | \$13,310.00 | \$13,310.00 |
| SubTotal | | | \$13,310.00 |
| Shipping & Handling | | | \$0.00 |
| PD | | | |
| Tax | | | |
| TOTAL | | | \$13,310.00 |

| Payment Details | |
|----------------------------------|-------|
| <input type="radio"/> | Cash |
| <input checked="" type="radio"/> | Check |
| _____ | |
| _____ | |

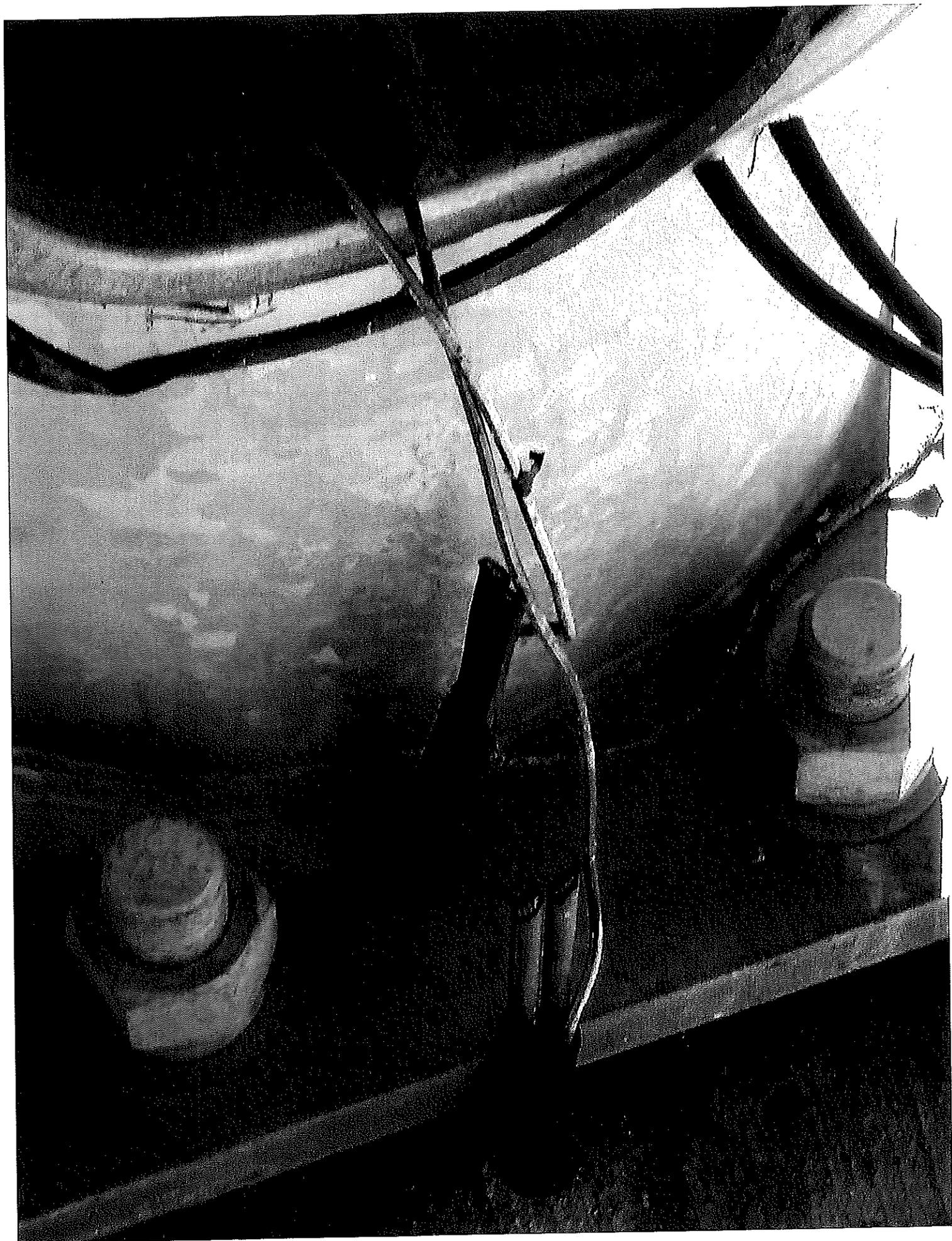
| | |
|---------------------|--------------------|
| SubTotal | \$13,310.00 |
| Shipping & Handling | \$0.00 |
| PD | |
| Tax | |
| TOTAL | \$13,310.00 |

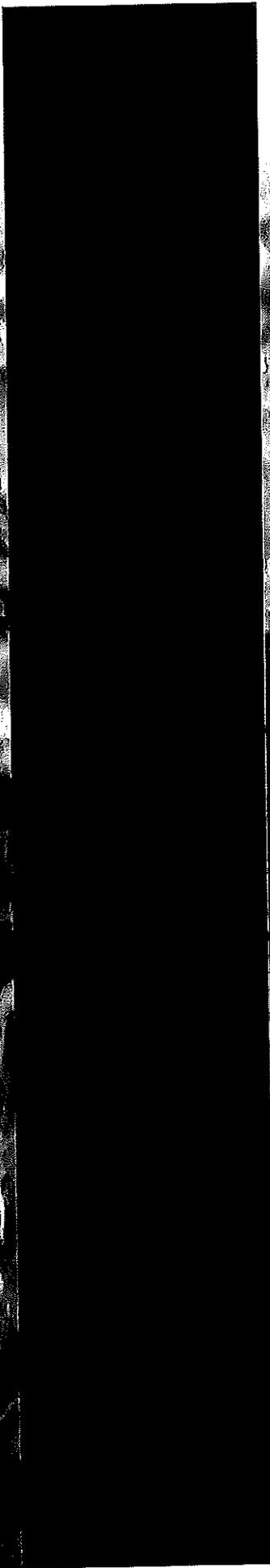
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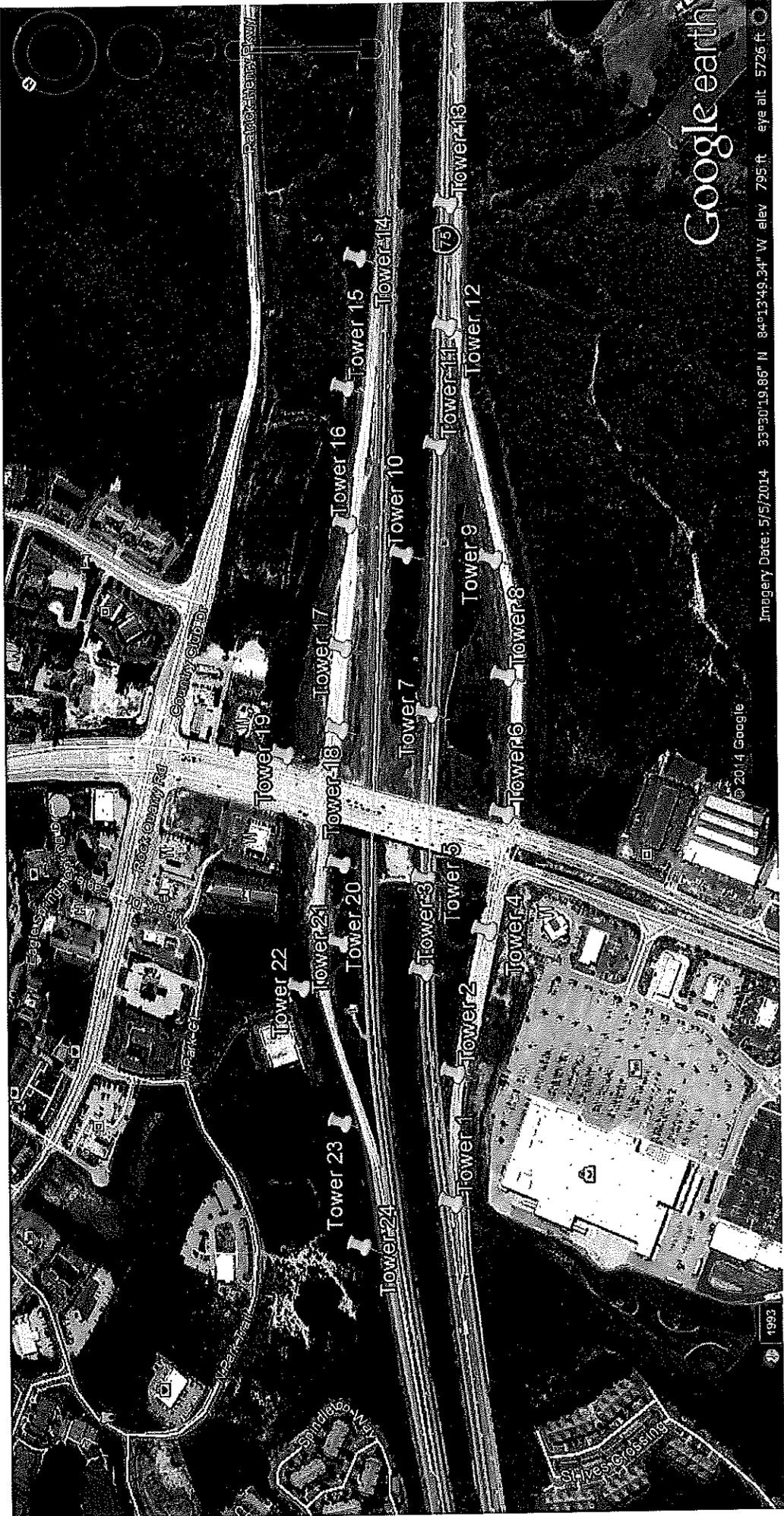
Make checks payable to: **Georgia Power Company**

Questions - Please contact Gene Edwards @ (770) 535-6405









Google earth

Imagery Date: 5/5/2014 33°30'19.86" N 84°13'49.34" W elev 795 ft eye alt 5726 ft

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