



# Georgia Power SALES QUOTE AND CONTRACT FORM

**Business:** POWDER SPRINGS CITY OF  
**Contact:** Eric Burke  
**Address:** 4181 ATLANTA ST  
**City:** POWDER SPRINGS

**ESS:** Steve Duby

**State:** GA

**Zip:** 30127

**Date:** September 21, 2022  
**PID#:**  
**SAN:** 1532918005  
**Phone 1#:** [REDACTED]  
**Title:**  
**Email:** [REDACTED]  
**Phone 2#:**

| Existing Fixture   |             |     |            |      |       | New Fixture   |     |            |          |                     |
|--------------------|-------------|-----|------------|------|-------|---|-----|------------|----------|---------------------|
| Location           | Description | Qty | Watts/Lamp | AH   | KWH   | Proposed Description  | Qty | Watts/Lamp | Est. KWH | Est. Annual Savings |
| Whole location     | 2 lamp 4ft  | 254 | 40         | 2600 | 26416 | (1) 48in T8 Lamp LED replacing<br>(1) 48in T8 Linear Fluorescent.<br>Type B 5000 Kelvin | 254 | 12         | 7924.8   | \$2,403.86          |
| Kitchen and office | 2x2s        | 30  | 40         | 2600 | 3120  | UTube Replacing Fluorescent<br>UTube. Type B 5000 Kelvin                                | 30  | 13         | 1014     | \$273.78            |

| PROJECT  | TOTALS            |
|--|-------------------|
| Total Cost                                       | \$5,663.60        |
| Estimated Sales Tax <sup>1</sup>                 | \$174.96          |
| Lift Charge/Boom Lift                            | \$0.00 / \$0.00   |
| POWDER SPRINGS CITY OF's Cost                    | \$1,699.08        |
| <b>Georgia Power Incentive</b>                   | <b>\$3,964.52</b> |
| Existing Fixture Quantity                        | 284.00            |
| Post Fixture Quantity                            | 284.00            |
| Total kW Saved                                   | 8.51              |
| Annual kWh Saved                                 | 22,121.39         |
| <i>Estimated Annual Savings (\$)<sup>2</sup></i> | <i>\$2,677.64</i> |
| <b>SIMPLE PAYBACK (Years)</b>                    | <b>0.63</b>       |

<sup>1</sup>Sales Tax will be updated for your municipality's Sales Tax at time of Invoice

<sup>2</sup>Annual Savings are an estimates based on average usage information provided to FCI during the initial audit

Customer Signature:

FCI Signature:



**FCI Management**

# 2020-2022 Small Commercial Direct Install Program™

## Participation Agreement

### Customer Information

Customer Name: POWDER SPRINGS CITY OF

Georgia Power Account Number: [REDACTED]

Company Address: 4181 ATLANTA ST, POWDER SPRINGS, GA 30127

Contact Name: Eric Burke  
Contact Email: [REDACTED]

Contact Title:

Contact Phone:

Mobile #:

Customer Type: Retail

Primary Use: Retail

Met with: Steve Duby

### Project Information

Total Cost: \$5,663.60

Program Contribution: \$3,964.52

Customer Contribution: \$1,699.08

### Customer Agreement

By signing below, I hereby certify that all the statements made on this application are correct to the best of my knowledge and that I have read and agree to the Terms and Conditions.

Customer Name: POWDER SPRINGS CITY OF

Contact Title:

Customer Signature:

Date:

### Terms & Conditions

- Eligibility:** The Small Commercial Direct Install Program (Program) is available to Georgia Power non-residential electric customers with an annual peak demand of 120 kW or less, subject to these Terms and Conditions (T&Cs). Georgia Power reserves the right to deny any application that may result in Georgia Power exceeding its Program budget. Georgia Power reserves the right to limit customer participation based on impacts to Program kWh savings targets. For customers with multiple locations, Georgia Power reserves the right to limit participation to 20 locations per customer. These criteria may be changed at the Program Manager's discretion in order to best meet the needs of the small commercial customer segment. The Program incentives are limited, offered on a first come/first served basis, and are subject to project and customer eligibility and funds availability. Customer agrees to provide safe and defect-free access to its property to permit the performance of the work. Customer consents to the access, collection, storage and use of all data and other information generated in connection with the Program ("Data") by Georgia Power, FCI and FCI's installation contractor.
- Incentives:** Subject to these T&Cs, Georgia Power will pay the Georgia Power Contribution (shown in the Project Cost section above) directly to the Program implementor, FCI, upon satisfactory installation of the energy conservation measures. Georgia Power's contribution may cover up to 70% of project costs.
- Authorization, Program Changes, Suspension or Cancellation:** Georgia Power may change the Program requirements, incentives or T&Cs, including suspending acceptance of Participation Agreements or terminating the Program, at any time and without notice. In the event of a Program change, signed and approved Participation Agreements will be processed to completion under the T&Cs in effect at time of execution. For all projects, entitlement to Program participation and Georgia Power's obligation to pay incentives may occur only after a signed Participation Agreement is in place and is subject to these T&Cs.
- Proof of Purchase:** Customer will be responsible for paying the Customer Contribution amount (shown in the Project Cost section above) directly to FCI. The installation contractors must provide FCI and Georgia Power copies of all Customer invoices or other appropriate documentation that clearly verifies the costs of purchasing and installing the energy conservation measures (ECMs), including all material, labor, and equipment discounts. Customer invoices must indicate a verifiable breakout of all ECMs purchased for installation, including quantity.
- Project Verification:** Georgia Power may conduct an inspection of Customer's facility to verify post-installation conditions or verify documentation prior to incentive payment at any time after receipt of a signed Participation Agreement. Notwithstanding anything to the contrary, should Georgia Power determine at any point before payment of the incentive that there has been significant deviation in the type, amount, cost or performance of the ECMs underlying this incentive commitment from those that were set forth in the Participation Agreement, Georgia Power retains the right to revoke its commitment to pay any incentive or reduce the final incentive amount accordingly.
- Customer Tax Obligation:** Customer is responsible for declaring and paying any and all applicable federal, state and local taxes that may be owed on any incentive payment. Georgia Power is not liable for any federal, state and local taxes that may be owed in or as a result of any incentive payment.
- Compliance:** Customer is responsible for obtaining any and all necessary licenses and permits related to the installation of ECMs. Customer also agrees to comply with all federal, state and local laws, codes and regulations related to the installation and disposal of all equipment.
- Removal of Equipment:** Customer acknowledges and agrees that FCI or its installation contractor will remove and dispose of the equipment being replaced by the ECMs in accordance with all legal requirements. Customer agrees not to re-install any of this equipment in the Georgia Power service territory or transfer it to any other party for such installation.
- Replacement of Failed Equipment:** Customers who install ECMs are expected to replace any of the ECMs that fail with similar or superior energy conservation equipment at Customer's expense.
- Evaluation Follow up Visits:** With advance notice, Georgia Power reserves the right to make or to have FCI or its contractor(s) make follow up visits to Customer facilities during the 36 months following completion of the project to provide Georgia Power with an opportunity to review the operation of the ECMs for Program evaluation purposes. Customer agrees to cooperate with this effort.
- No Warranties:** Georgia Power does not endorse, guarantee or warrant any particular manufacturer or product and Georgia Power provides no warranties, express or implied, for any products or services, and herein specifically disclaims any such guarantees or warranties. Georgia Power is not liable or responsible for any act or omission of FCI or any installation contractor hired by Customer. Customer's reliance on warranties is limited to any warranties that may arise from, or be provided by FCI, FCI's installation contractors, vendors, etc. Customer acknowledges that neither Georgia Power nor any of its contractors are responsible for ensuring that the design, engineering and construction of the facility or installation of the ECMs are proper or comply with any particular laws (including patent laws), codes, regulations or industry standards. Georgia Power makes no representations of any kind regarding the results to be achieved by the ECMs or the adequacy or safety of such measures.
- Limitation of Liability:** Georgia Power's sole obligation is limited to paying the properly qualified incentives specified herein. Georgia Power is not liable to Customer or any other party for any special, indirect, consequential or incidental damages, regardless of the theory of recovery, caused by or arising from any activities associated with this Program. Customer hereby releases and holds harmless Georgia Power, FCI, FCI's installation contractor and its and their former, existing and future affiliated entities (including its subsidiaries, its parent company and the subsidiaries of that parent), and their respective officers, directors, shareholders, partners, trustees, representatives, employees, agents, contractors, subcontractors, consultants, attorneys, insurance carriers, and their successors and assigns (collectively, the "Released Parties") from and against all liabilities, losses, damages, injuries, penalties, claims, actions, causes of action, lawsuits, judgments and expenses of any kind (collectively, the "Claims") arising in connection with this Participation Agreement, the Program, the ECMs or access to or the collection, use, storage, release or publication of Data. Furthermore, Participant covenants not to sue the Released Parties in connection with this Participation Agreement, the Program, the ECMs or access to or the collection, use, storage, release or publication of Data, and waives all rights, regardless of when accruing, in all Claims related thereto. The limitations of liability and waivers set forth in this Section 12 will apply to the fullest extent permitted by law.
- Indemnification:** Customer shall indemnify, hold harmless and defend the Released Parties from and against all Claims arising in connection with this Participation Agreement, the Program, the ECMs and access to and the collection, use, storage, release or publication of Data, to the fullest extent permitted by law, and except to the extent of the Released Parties' gross negligence or willful misconduct.
- Customer Warranties and Representations:** Customer warrants and represents that it has the authority to grant Georgia Power, FCI and FCI's installation contractor all rights and licenses set forth in this Participation Agreement, and that Customer has obtained or will obtain, prior to the installation of the ECMs, and as a condition of any obligation by any other party under this Participation Agreement, the permission of any other party whose authorization is required to affect those rights and licenses, including, if applicable, the consent of Customer's landlord.
- Obligations between the Parties:** Customer acknowledges that neither FCI nor any installation contractor is an agent, contractor or sub-contractor of Georgia Power and is an independent contractor, and that Georgia Power does not manage or control FCI's or the other contractors' performance. Georgia Power shall have no obligation to maintain, remove or perform any work whatsoever on the ECMs installed. Georgia Power shall have no liability for FCI's or any other contractor's failure to perform, for failure of the ECMs to function, for any damage to Customer's premises caused by FCI or any other contractor, or for any and all damages to property or injuries to persons caused by or associated with the ECMs.
- Miscellaneous:** These T&Cs and this Participation Agreement, of which these T&Cs are an integral part, constitute the entire agreement between the parties and supersede all other communications, representations, and understandings.

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