



**Bentonville Utility Board  
Meeting Agenda  
August 18, 2026  
11:30 AM  
Bentonville City Hall**

**Call to Order**

**Pledge of Allegiance**

**Attendance**

**Approval of Minutes: August 4, 2026**

**I. New Business**

1. **Ordinance Approving a Waiver of Bid for Purchase of 161 kV Breakers from GE Grid Solutions** **Ordinance\***

Due to volatility in the electric industry, BEUD is waiving competitive bidding and entering into an agreement with GE Grid Solutions to purchase four (4) 161 kV breakers for future BEUD capital projects concerning substations for \$690,400.00 plus tax. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. A budget adjustment is needed.

2. **Resolution Authorizing a Recycling Partnership Grant Agreement** **Resolution**

A Resolution entering into a grant agreement with the Recycling Partnership, Inc. to increase participation and capture of recyclable materials from the City's residential curbside collection program. Grant funds are not to exceed \$202,000.00. In addition to cash grants, there will be access to in-kind services up to \$125,000.00. The Recycling Partnership, Inc. will make all payments direct to vendors. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

|                       |  |                    |  |
|-----------------------|--|--------------------|--|
| Council Meeting Date: |  | Submitted By:      |  |
| Phone:                |  | For Department(s): |  |
| Email:                |  |                    |  |

Item Type (Check all that apply)

|                   |                   |                         |                  |
|-------------------|-------------------|-------------------------|------------------|
| Informational     | Bid Award         | Enter into an Agreement | Change Order     |
| Recognizing Funds | Budget Adjustment | Waiver of Bid           | Emergency Clause |
| Ordinance         | Resolution        |                         | Informational    |

Title, Recommendation & Justification

|                                                   |  |
|---------------------------------------------------|--|
| Title:                                            |  |
| Action Recommendation & Justification:            |  |
| Additional Comments for Consideration (Optional): |  |

|                      |    |
|----------------------|----|
| Amount for Approval: | \$ |
|----------------------|----|

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: \_\_\_\_\_

Budget Adjustment (to be completed by Finance when applicable)

|                             |                     |         |         |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

## General Terms of Contract for Sale of Products and Services

### Form ESY104 (PT)

**NOTICE:** Sale of any Products or Services by Seller is subject to Buyer's assent to these General Terms of Contract. Any acceptance of Seller's offer is expressly limited to acceptance of these General Terms of Contract, and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form will modify these General Terms of Contract even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these General Terms of Contract. Unless otherwise specified in the offer, Seller's offer will expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

#### 1. Definitions

**"Buyer"** means the entity to which Seller is providing Products or Services under the Contract.

**"Contract"** means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Contract, Seller's final offer, the agreed scope of work, and Seller's order acknowledgement.

**"Contract Price"** means the agreed price stated in the Contract for the sale of Products and Services, including adjustments, if any, in accordance with the Contract.

**"Documents"** means all printed materials in physical or electronic form relating to or referencing the Products or Firmware provided to Seller by Buyer at the time of purchase, including technical specifications, drawings, manuals, schematics and diagrams.

**"Dollars"** and **"\$"** mean the lawful currency of the United States of America.

**"EU"** means the European Union.

**"Firmware"** means software in executable or object-code format only provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a non-party and software applications licensed separately. Firmware does **not** include source code or other human-readable forms of the software.

**"General Terms of Contract"** means these "General Terms of Contract for Sale of Products and Services," including any relevant addenda referred to in article 18, together with any modifications or additional provisions specifically stated in Seller's final offer or specifically agreed upon by Seller in writing.

**"Hazardous Materials"** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled under any applicable national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement.

**"Incoterms 2020"** means Incoterms® 2020, the International Chamber of Commerce's rules for the use of domestic and international trade terms, and **"FCA"** has the meaning given in Incoterms 2020.

**"Insolvent"** in relation to a party, means that: (i) the party has filed a voluntary petition under any bankruptcy, insolvency or other similar law seeking liquidation, reorganization or other relief, or has consented to the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property, or has made a general assignment for the benefit of creditors, or has taken any corporate action to authorize any of the foregoing, or has failed, or become unable, to pay its debts as they become due; or (ii) an involuntary petition has been filed against the party under any bankruptcy, insolvency or other similar law seeking liquidation or reorganization of, or other relief against, the party or the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property; or (iii) an order for relief under any such law has been entered against the party.

**"Non-party"** (even if not capitalized) means any Person other than a party.

**"Person"** (even if not capitalized) means a natural person or legal entity.

“**Products**” means the equipment, parts, materials and supplies that Seller has agreed to supply to Buyer under the Contract.

“**Seller**” means the entity providing Products or performing Services under the Contract.

“**Services**” means the services Seller has agreed to perform for Buyer under the Contract.

“**Site**” means the premises (other than Seller’s premises) where Products are used or Services are performed.

“**U.S.**” means the United States of America.

## **2. Payment**

- 2.1 Seller shall invoice, and Buyer shall pay, the Contract Price in accordance with this section 2.1. Seller shall issue invoices upon shipment of Products and as Services are performed, or, if the Contract Price is \$250,000 or more, Seller shall issue invoices for progress payments starting with 25% of the Contract Price on the earlier of the date of signing of the Contract or the date of issuance of Seller’s order acknowledgement and continuing such that 90% of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed (“**Progress Payments**”). Buyer shall pay all invoiced amounts by direct bank transfer in the currency, and to Seller’s bank account, specified in the Contract, without set-off or retention, within 30 days from the invoice date. Buyer shall send Seller a remittance advice notifying it of payment to [Remit.Electrification@gevernova.com](mailto:Remit.Electrification@gevernova.com). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late- payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the Contract Price is set in a currency other than Dollars, references to amounts in Dollars in this section 2.1 mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the period for performance of the Contract, Seller is entitled to compensation in accordance with the Contract Price escalation mechanism, if any, specified in Seller’s offer. If the Contract does not include a price escalation mechanism and Seller can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an excusable event referred to in article 10 (including evolution of any such event preexisting at the time of signing of the Contract), the parties shall, within a reasonable time after notice by Seller to Buyer, negotiate alternative contractual terms or a mitigation plan that reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was preexisting at the time of signing of the Contract. In its notice under this section 2.1, Seller shall give Buyer reasonably detailed information about the event affecting Seller’s contractual obligations, the affected obligations themselves and the extent to which the event affects or will affect its performance of the Contract. The parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable law. Where an agreement is reached, the parties shall start implementing the agreed measures immediately, pending the signing of the relevant amendment to the Contract. If the parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within 15 days after Seller’s notice, Seller may either suspend its performance of the affected part of the Contract or terminate the Contract, without thereby incurring any liability to Buyer. If Seller suspends its performance of the relevant part of the Contract for more than 180 consecutive days, either party may terminate the Contract by sending notice of termination to the other party. In case of termination of the Contract in accordance with this section 2.1, the parties shall settle their accounts accordingly as if the Contract had been terminated under section 11.4.
- 2.2 At Seller’s request, Buyer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guaranty allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“**Payment Security**”). The Payment Security must be (i) in a form, and issued or confirmed by a bank, acceptable to Seller, (ii) payable at the counters of such bank or an advising bank, (iii) opened before commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least 60 days before commencement of Seller’s performance of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten days after Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until it has received any required Payment Security, operative and in effect, and all applicable Progress Payments. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller is entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer’s financial condition or payment history does not justify continuation of Seller’s performance, Seller may require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

### 3. Taxes and Duties

Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under the Contract ("**Seller Taxes**"). Buyer is responsible for all taxes, duties (including, for example, those resulting from the imposition of tariffs), fees, or other charges, however denominated and of whatever nature (including, for example, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto) imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("**Buyer Taxes**"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Within one month after payment, Buyer shall give Seller official receipts from the applicable government authority for taxes deducted or withheld.

### 4. Deliveries; Title Transfer; Risk of Loss; Storage

- 4.1 For shipments that do not involve export, including shipments from one EU country to another EU country, Seller shall deliver Products to Buyer FCA (Seller's facility or warehouse) Incoterms 2020. For export shipments, Seller shall deliver Products to Buyer FCA (port of export) Incoterms 2020. For any importation, Buyer must be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to 25%. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Buyer and Seller agree on different transportation arrangements with cost of freight and delivery to destination included in the Contract Price, Seller is not responsible for any increase in transportation costs occurring after the Contract is signed unless caused solely by Seller's breach of contract, and Seller is entitled to invoice Buyer for the additional transportation costs it has actually incurred, subject to reasonable proof of such additional costs. Subject to section 4.2 below, delivery times are approximate and are dependent on Seller's prompt receipt of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.
- 4.2 If delivery time is firm and guaranteed, and Seller fails, for reasons exclusively attributable to its fault or negligence, to deliver Products or perform Services in accordance with the agreed time schedule, Seller is entitled to a grace period of seven days from the delivery time to remedy such delay without incurring any liability for liquidated damages. If the delay continues beyond the grace period, Buyer's sole and exclusive remedy for damages sustained as a result of such delay is liquidated damages in an amount corresponding to 0.5% of the price of the delayed Products or Services, for each complete week of delay beyond the grace period (Taxes excluded). Liquidated damages for delay are a genuine and reasonable pre-estimate of the loss Buyer may incur in the event of such delay, and payment of such liquidated damages by Seller will be in full and final satisfaction of Seller's liability for delay under the Contract. Seller's liability for delay will not exceed the maximum amount of 5% of the price of the specific Products or Services delayed. Payment of these liquidated damages will not release the Seller from its obligation to deliver the delayed Products or perform the delayed Services.
- 4.3 For shipments that do not involve export, title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For shipments from the U.S. to another country, title to Products (other than Firmware or other software) will pass to Buyer immediately after each item departs from the territory, territorial sea and overlying airspace of the U.S. The United Nations Convention on the Law of the Sea will apply to determine the U.S. territorial sea. For all other shipments, title to Products (other than Firmware or other software) will pass to Buyer on the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territory, territorial sea and overlying airspace of the country of export. When Buyer arranges the export or intra-EU shipment, Buyer will provide Seller evidence of exportation or intra-EU shipment acceptable to the relevant tax and custom authorities.
- 4.4 Risk of loss will pass to Buyer upon delivery in accordance with section 4.1, except that, for export shipments from the U.S., risk of loss will transfer to Buyer upon transfer of title.
- 4.5 If any Products to be delivered under the Contract, or any Buyer equipment repaired at Seller's facilities, cannot be shipped to or received by Buyer or the end-user when ready due to any cause attributable to Buyer, its other contractors or the end-user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, then: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment will be due; (iii) Seller is entitled to invoice Buyer for the costs of transportation to the storage facilities plus a lump-sum amount of 0.5% of the Contract Price per full week (or part thereof, pro rata) of storage with a minimum of \$1,000. Seller shall issue invoices weekly starting at the beginning of the third week of storage until it can ship the Products; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review them

and issue its response (either approval or disapproval with detailed reasons for disapproval) within ten days of Seller's submittal. If Buyer fails to provide a response within ten days, the submittal will be deemed approved.

- 4.6 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer is responsible for, and retains risk of loss of, such equipment at all times, but Seller is responsible for damage to the equipment while at Seller's facility to the extent, if any, that such damage is caused by Seller's negligence.

## **5. Warranty**

- 5.1 Seller warrants that Products will be delivered free from defects in material, workmanship and title and that Services will be performed in a competent, diligent manner in accordance with the specifications agreed in the Contract.
- 5.2 The warranty for Products will expire one year from first use or 18 months from delivery, whichever occurs first, except that software is warranted for 90 days from delivery. The warranty for Services will expire one year after performance of the Service, except that software-related Services are warranted for 90 days from performance of such Services.
- 5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing before expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform non-conforming Services. If, despite its reasonable efforts, Seller is unable to repair or replace a defective Product, or re-perform non-conforming Services, Seller shall refund or credit monies paid by Buyer for such defective Products or non-conforming Services, as applicable. No repair, replacement or re-performance by Seller under this section 5.3 will extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a defect exists.
- 5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.
- 5.5 The warranties and remedies in this article 5 are subject to (i) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors), commissioning, use, operation and maintenance of Products, (ii) Buyer's keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, (iii) modification or repair of Products or Services only as authorized by Seller in writing and (iv) continuous connection of the Site, to allow remote monitoring by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 5.6 This article 5 states the exclusive remedies for all claims based on failure of, or defect in, Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort or other extra-contractual liability (including negligence), strict liability or otherwise. The warranties in this article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. ***No implied or statutory warranty or condition of merchantability or satisfactory quality or of fitness for a particular purpose applies.***

## **6. Confidentiality**

- 6.1 Seller and Buyer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with the Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. In addition, all prices for Products and Services are Seller's Confidential Information.
- 6.2 Receiving Party shall: (i) use the Confidential Information only in connection with the Contract and the use of Products and Services, (ii) take reasonable measures to prevent disclosure of the Confidential Information to non-parties, and (iii) not disclose the Confidential Information to anyone other than its own employees having a need to know such Confidential Information for the purpose stated in item (i) above. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other non-party with Disclosing Party's prior written permission, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted non-party that prohibits disclosure of the Confidential Information and as long as the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

- 6.3 The obligations in section 6.2 do not apply to any part of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process, but a Receiving Party that intends to make disclosure in response to such legal requirement or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.
- 6.4 Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without the other party's prior written approval. As to any individual item of Confidential Information, the Receiving Party's obligations under this article 6 will expire five years after the date of disclosure. This article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## 7. Intellectual Property

- 7.1 Subject to the terms of the Contract, effective upon passing of title to the relevant Product, Seller grants Buyer a limited, non-exclusive license: (i) to use any Firmware or other software as provided with the Product; and (ii) for the internal benefit of Buyer only, to use, copy, distribute, display, modify, and make derivative works from, any Documents provided by Seller under the Contract. Buyer is not acquiring, and nothing herein is to be deemed to transfer any right, title or interest to Buyer in or to the Firmware or any such software or Documents other than the license granted in this section 7.1. Documents and Firmware or other software delivered for Buyer's use will remain subject to Seller's ownership and intellectual property rights, as applicable.
- 7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated non-party (a "**Claim**") alleging that Products or Services furnished under the Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (as long as there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, as long as Buyer (i) promptly notifies Seller in writing of the Claim, (ii) makes no admission of liability and does not take any position adverse to Seller, (iii) gives Seller sole authority to control defense and settlement of the Claim, and (iv) gives Seller full disclosure and reasonable assistance as required to defend the Claim.
- 7.3 Section 7.2 does not apply, and Seller has no obligation or liability, with respect to any Claim based on (i) Products or Services that have been modified or revised, (ii) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (iv) unauthorized use of Products or Services, or (v) Products or Services made or performed to Buyer's specifications.
- 7.4 Should any Product or Service, or any part thereof, become the subject of a Claim, Seller may at its option (i) procure for Buyer the right to continue using the Product or Service, or applicable part thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) if neither (i) nor (ii) is feasible, take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.5 This article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.
- 7.6 Each party retains ownership of all Confidential Information and intellectual property it had before the signing of the Contract. All new intellectual property conceived or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, are owned exclusively by Seller. Buyer shall deliver assignment documentation as necessary to achieve that result.

## 8. Indemnity

Replace entire paragraph with "Indemnity" section on Page 11.

~~Either party (each, an "**Indemnifying Party**") shall indemnify the other party (the "**Indemnified Party**") from and against claims brought by a non-party on account of personal injury or damage to the non-party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with the Contract. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the parties shall bear the loss or expense in proportion to their respective degrees of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered non-party property.~~

## 9. Insurance

During the term of the Contract, Seller shall maintain the following insurance coverage for its protection: (i) worker's compensation, employer's liability and other insurance required by applicable law with respect to work related injuries or disease of Seller's employees in such form and amount as required by applicable laws; (ii) automobile liability insurance with a combined single limit of \$2,500,000; and (iii) commercial general liability or public liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

## **10. Excusable Events**

Notwithstanding anything to the contrary in the Contract, Seller is not liable for or considered in breach of its obligations under the Contract to the extent that Seller's performance is delayed, prevented, hindered, directly or indirectly, by any cause beyond its reasonable control, including, for example, an act of God, tsunami, flood, landslide, earthquake, fire, explosion, war (even if not declared), insurrection, civil commotion, blockade, terrorism, sabotage, piracy, epidemic, quarantine restriction, disturbance in supplies from normally reliable sources (including, for example, electricity, water and fuel), strike, lockout or work stoppage (other than of Seller's own employees), non-issuance or delayed issuance of any permit and government action or inaction, including, for example, in connection with customs clearance. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller is also entitled to an equitable price adjustment.

## **11. Termination and Suspension**

- 11.1 Buyer may terminate the Contract (or the affected part thereof) for cause, if Seller (i) becomes Insolvent; or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, as long as (a) Buyer first gives Seller a detailed notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller has not, within 30 days after receipt of the notice, commenced and diligently pursued cure of the breach.
- 11.2 If Buyer terminates the Contract in accordance with section 11.1, then: (i) Seller shall reimburse Buyer for the difference between the part of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay Seller (a) the part of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected part thereof) immediately for cause if (i) Buyer becomes Insolvent, or (ii) Buyer commits a material breach of the Contract, including, for example, failure or delay in providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any part thereof) is terminated for any reason other than Seller's default under section 11.1, Buyer shall pay Seller the Price for all Products completed, lease fees incurred and Services performed before the effective date of termination, expenses incurred by the Seller in expectation of completing the Contract, plus expenses reasonably incurred by Seller in connection with the termination, including cancellation or termination fees or charges that Seller must pay to subcontractors and sub-suppliers. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.
- 11.5 Seller may suspend the Contract (or any affected part thereof) immediately upon the occurrence of an excusable event (as described in article 10). Either party may terminate the Contract (or the affected part thereof) upon 20 days' advance notice if an excusable event lasts longer than 90 days. In such case, Buyer shall pay Seller all amounts payable under section 11.4, as well as the cancellation charge for uncompleted Products if the excusable event leading to termination included an act or omission of the Buyer or its contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, for example, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

## **12. Compliance with Laws and Regulations**

- 12.1 Seller shall comply with all laws and regulations applicable to the manufacture of Products and its performance of Services. Buyer shall comply with all laws and regulations applicable to the purchase, application, operation, use and disposal of the Products and Services, including those regarding fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it has had access to, has reviewed and fully understands GE Vernova's integrity policies. Seller shall comply with the GE Vernova integrity policies. The GE Vernova integrity policies can be accessed electronically at <https://www.gevernova.com/sites/default/files/2026-01/ge-vernova-code-of-conduct.pdf>.
- 12.2 Seller's obligations are subject to Buyer's compliance with all export-control, sanctions, antiboycott and other applicable trade control laws and regulations, including those of the U.S., EU, UK and Switzerland. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other

information or assistance or Product furnished by Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as such on Seller's invoice. Without prejudice to the generality of the foregoing, Buyer shall not re-export any goods or technology referred to in: (i) paragraph 1 of article 12g of Council Regulation (EU) 833/2014, as amended, to Russia or for use in Russia; or (ii) paragraph 1 of article 8g of Council Regulation (EC) 765/2006, as amended, to Belarus or for use in Belarus. Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on Buyer's behalf (including, for example, the issuance of any payment securities, such as a letter of credit) is not subject to any trade control regulation that prohibits doing business with such bank, financial institution or entity. Non-compliance by Buyer with its obligations in this section 12.2 will be a fundamental breach of the Contract, for which Seller may, by notice to Buyer, immediately suspend its performance of, or terminate, the Contract, without prejudice to the exercise of any other rights or remedies that may be available to Seller.

- 12.3 Notwithstanding anything to the contrary in the Contract, Buyer shall promptly obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, for example, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, but Seller shall obtain any license or registration necessary for Seller to conduct business and shall obtain visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.
- 12.4 Buyer shall act in accordance with the United Nations Universal Declaration of Human Rights and the International Labor Organization Fundamental Principles and Rights at Work, including the following obligations: (i) to respect human rights of its employees and others; (ii) not to employ workers younger than 16 years of age or the applicable higher minimum age; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or subject to a penalty/punishment for resigning, including the charging of recruitment fees, withholding of pay, or withholding of immigration documents, or to engage in or abet trafficking in persons for forced labor or commercial sex act purposes; (iv) not to discriminate in employment or business operations; (v) to afford workers the freedom of association and right to collective bargaining in accordance with local law; and (vi) to provide workers a viable grievance mechanism free of retaliation.
- 12.5 Each Party represents, warrants, and covenants that, in connection with the Contract, it has complied, shall comply, and shall cause its affiliates to comply, with all Improper Payment Laws and shall not pay, promise to pay, or authorize payments of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Contract or the transactions contemplated under this Contract. As used in the Contract, "**Improper Payment Laws**" means all applicable laws, rules and regulations (including international treaties and conventions) regarding bribery, corruption, kick-backs, fraud, illegal payments and gratuities, or similar practices, including the Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Acts 1889-1916, the UK Bribery Act 2010, and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable local anti-bribery laws, as well as all applicable anti-money laundering, anti-terrorism, and economic sanctions and anti-boycott laws, in each case as amended from time to time.
- 13. Environmental, Health, Safety and Security Matters**
- 13.1 Buyer shall maintain safe working conditions at the Site, including, for example, implementing appropriate procedures regarding Hazardous Materials, confined-space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("**LOTO**") procedures including physical LOTO or an agreed upon alternative method.
- 13.2 Buyer shall promptly, and in any case before Seller starts work on any Site, advise Seller in writing of all applicable Site-specific environmental, health, safety and security requirements and procedures, including a complete description of Buyer's security program. Without limiting Buyer's responsibilities under this article 13, Seller may, from time to time, review and inspect applicable environmental, health, safety and, security documentation, procedures and conditions at the Site. Seller has the right, but not the obligation, to audit Buyer's security program and performance from time to time. Seller's receipt, review or audit of Buyer's security program or performance will not excuse or limit Buyer's obligation to provide adequate security.
- 13.3 If, in Seller's reasonable opinion, the health, safety or security of personnel on the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of the Contract, in whole or in part, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

- 13.4 Buyer is responsible for operating its equipment. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.
- 13.5 Buyer shall make its Site medical facilities and resources available to Seller's personnel that need medical attention.
- 13.6 Seller is not responsible or liable for the pre-existing condition of Buyer's equipment or the Site. Before Seller starts any work at the Site, Buyer shall provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing the Contract. Buyer shall inform Seller of all industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.
- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site that materially differ from those disclosed by Buyer; or (ii) previously unknown physical conditions at the Site that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, Seller is entitled to an equitable adjustment in the Contract Price and the schedule.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller has no obligation to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller is entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials that are or were (i) present in or about Buyer's equipment or the Site before Seller started work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.
- 13.10 Buyer shall safeguard the Site, as well as all Seller's tools, consumables, Products and parts when provided, against dishonest or criminal acts, including, for example, sabotage, theft and arson, by suitable physical means, such as CCTV equipment and services, guards, fencing and lighting. Buyer shall maintain secure working conditions at the Site.
- 13.11 The Parties acknowledge that the COVID-19 pandemic and government actions in response to it have affected and will continue to affect Seller's ability to deliver goods and services around the world (the "**COVID-19 Impact**"). In the event that the COVID-19 Impact affects Seller's ability to deliver on time or at the Contract Price, Seller is entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and cost.
- 13.12 At all times while Seller's personnel are, or are expected to be, on or about the Site, Buyer shall provide security equipment, facilities, measures and procedures adequate to protect such personnel and meet Seller's security standard against potential threats to their safety or well-being, including, for example, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring procedures and equipment, screening and oversight of local workers and others that Buyer allows onto the Site, alarms, evacuation routes and procedures, and training for Seller's personnel regarding Buyer's Site security procedures.
- 13.13 If Seller determines that Buyer's security program is not sufficient to provide for the protection of Seller's personnel working on or about the Site, Seller may: (i) make reasonable recommendations to Buyer regarding changes to the security program, which Buyer shall promptly implement; (ii) provide security measures to protect its personnel, for which Buyer shall reimburse Seller for all related expenses incurred at cost plus 15%; and (iii) exercise any of its applicable rights or remedies under the Contract.
- 14. Changes**
- 14.1 Either party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until the parties agree upon such change in writing. The written change documentation must describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 14.2 Seller is entitled to an equitable adjustment of the scope, Contract Price, schedule, and other provisions to reflect additional costs or obligations incurred by Seller resulting from a change, after the date of Seller's offer, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, or in applicable laws or regulations.

14.3 In the event of a change in applicable trade-control laws or regulations, including, for example, those of the U.S., EU UK and Switzerland, or in the interpretation thereof, or if an authorization under any applicable trade-control law or regulation is denied, revoked, withdrawn or cancelled, preventing Seller from performing its obligations without breaching such law or regulation, or makes Seller's performance of its obligations unreasonably burdensome or unbalanced, Seller may, without incurring liability to Buyer and without prejudice to any other right or remedy of Seller in this Contract or at law, (i) withdraw its offer, or (ii) suspend its performance of, or terminate, the Contract. If the suspension lasts more than four months, either party may, by notice to the other, immediately terminate the Contract.

14.4 Seller may deliver a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

## 15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, will not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order.

15.2 Seller is not liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, loss of business opportunity, reputational damage, cost of replacement power, cost of capital, downtime costs or increased operating costs, nor is Seller liable for any special, consequential, incidental, indirect or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 Seller's liability will cease upon expiration of the applicable warranty period, but Buyer may continue to enforce a claim for which it has given notice before that date by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller is not liable for advice or assistance that is not required for the scope of work under the Contract.

15.5 If Buyer is supplying Products or Services to a non-party, or using Products or Services at a facility owned by a non-party, Buyer shall indemnify and defend Seller from and against any and all claims by, and liability to, such non-party.

15.6 As used in this article 15, "**Seller**" includes Seller's affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this article 15 apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

## 16. Governing Law and Dispute Resolution **Arkansas**

16.1 ~~If Buyer's principal place of business is in the U.S., New York~~ law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for sections 5-1401 and 5-1402 of the General Obligations Law (N.Y.). If Buyer's principal place of business is outside the U.S., English law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for article 12(1) of the Late Payment of Commercial Debts (Interest) Act 1998 (UK). If the Contract includes the sale of Products and Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods applies.

16.2 If any dispute arises out of or in connection with the Contract, including any question regarding its existence or validity, the parties shall submit the matter to mediation under the Mediation Rules of the International Chamber of Commerce, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time. If the dispute has not been settled under such rules within 30 days after the filing of a request for mediation, the dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. If the arbitral tribunal is to consist of more than one arbitrator, the party-appointed arbitrators will, for two weeks after the date on which both their appointments have been confirmed, attempt to reach agreement on the appointment of the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis. If the two party-appointed arbitrators are unable to agree upon the appointment of the president of the arbitral tribunal, upon request of either party, the president of the International Chamber of Commerce will appoint the president of the arbitral tribunal. The seat, or legal place, of the mediation and arbitration will be Paris, France. The mediation and arbitration will be conducted in the English language. The parties' written submissions must, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

## 17. Inspection and Factory Tests

Seller shall apply its usual quality-control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to attend Seller's factory tests of Products, subject to

appropriate access restrictions, if such attendance can be arranged without delaying the work. Buyer shall bear all travel and living expenses of its personnel to attend such tests. If Buyer or its representative do not attend the factory tests on the scheduled date, Seller may proceed with such factory tests alone, and Seller shall promptly share the results of such tests with Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by Buyer for any reason (including as a consequence of any pandemic) and Buyer cannot delegate any non-party to represent it, or to perform the tests in its name and on its behalf, Seller may propose reasonable alternative arrangements to Buyer to avoid delaying testing, including, for example, the use of electronic messaging services such as Skype, Teams or equivalent services, recording devices, such as cameras, and a distribution of results by means of electronic storage media, such as DVD or streamed videos. The parties shall endeavor to agree on such arrangements with a view to avoiding delay in the testing of the Products. If, despite Seller's proposal of reasonable alternative arrangements, Buyer instructs Seller to suspend or postpone the performance of the tests, then, notwithstanding anything to the contrary in the Contract, Seller is entitled to an equitable extension of time for completion of the work and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of such tests.

#### **18. Addenda to these General Terms of Contract for the Sale of Products and Services**

If there is any conflict between these "General Terms of Contract for the Sale of Products and Services" and the terms of any addendum attached hereto, the terms of the addendum will prevail with respect to the applicable scope.

#### **19. General Clauses**

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it will not use or permit others to use Products or Services for such purposes, without Seller's prior written consent. If, in breach of the warranty in the preceding sentence, any such use occurs, Seller (on its own behalf and on behalf of its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and defend Seller (and its parent, affiliates, suppliers and subcontractors) against all losses and liabilities arising out of any such damage, injury or contamination. Seller's consent to any such use, if any, will be subject to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under the Contract to any person without Buyer's consent. Buyer shall execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract any part of the work but remains liable for the subcontracted work. Buyer shall not assign its rights or delegate its duties under the Contract without Seller's prior written consent, which must not be unreasonably withheld. Any purported assignment or delegation by Buyer in breach of the preceding sentence will be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Seller objects to such change, or if Buyer does not give Seller the required notice, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance, including, for example, payment, or (iii) put special controls in place regarding Seller's Confidential Information.
- 19.4 If any provision of the Contract is held to be void or unenforceable, the remainder of the Contract will remain in force. The parties will endeavor to replace any such void or unenforceable provision with a valid and enforceable substitute provision that achieves substantially the same practical and economic effect as such invalid or unenforceable provision.
- 19.5 The following articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract is the entire agreement between the parties. No oral or written representation or warranty not contained in the Contract will be binding on either party. The parties' rights, remedies and obligations arising from or related to Products and Services sold under the Contract are limited to the rights, remedies and obligations stated in the Contract. All amendments to the contract must be written and signed by both parties.
- 19.7 Except as provided in article 15 (Limitations of Liability) and in section 19.1 (no nuclear use): (i) if Buyer's principal place of business is in the U.S., no non-party may enforce any of the terms of the Contract; and (ii) if Buyer's principal place of business is outside the U.S., no non-party may enforce any of the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.
- 19.8 This Contract may be signed in multiple counterparts that together will constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools, such as DocuSign, or any other agreed upon certified means.
- 19.9 All notices pertaining to this Contract must be in writing. Without prejudice to any other way of serving notice, any notice will be sufficiently given if sent by recorded delivery to the addressee's registered office or last known place of business and will be

deemed to be given on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Each party shall give the other party 14 days' notice of any change to its address for notices.

- 19.10 Products will be deemed accepted upon successful completion of factory acceptance test. Any site acceptance will apply only to Services including, for example, any installation, commissioning, supervision, or other on-site work expressly stated in the Contract to be subject to acceptance testing, and will not delay acceptance of delivered Products unless the Contract expressly provides that integrated system or performance testing is a condition precedent to acceptance.

## **20. U.S. Government Contracts**

- 20.1 This article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer acknowledges that all Products and Services provided by Seller meet the definition of "commercially available off-the-shelf" (COTS) item," "commercial product" or "commercial service" (as applicable) as those terms are defined in Federal Acquisition Regulation ("FAR") § 2.101. Unless otherwise specifically stated by Seller in the Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer acknowledges that any Services offered by Seller are exempt from the Service Contract Labor Standards (see 41 U.S.C. §§ 6701-6707, FAR § 52.222-41). The version of any applicable FAR clause listed in this article 20 will be the one in effect on the effective date of the Contract.
- 20.3 If Buyer is an agency of the U.S. government, then, as permitted by FAR § 12.302, Buyer acknowledges that all paragraphs of FAR § 52.212-4 (except those listed in § 12.302(b)) are replaced with these General Terms of Contract. Buyer further acknowledges that the subparagraphs of FAR § 52.212-5 apply only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR § 52.212-5(e) or § 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.

### **Indemnity:**

"Each party shall bear responsibility for third-party claims filed against the other party, including any related damages, losses, and expenses arising from personal injury or damage to tangible property, to the extent such claims are caused by the negligence of the party bearing such responsibility. To the extent any such injury or damage results from the joint or concurrent negligence of both parties, responsibility shall be allocated between the parties in proportion to their respective degrees of negligence. For purposes of Sellers responsibility under this provision, no part of the Products or Site shall be considered third-party property."



## CITY OF BENTONVILLE

### 170kV DEAD TANK CIRCUIT BREAKERS

Proposal Date: **May 27, 2026**

Proposal Number: **AR-OP26051542748 – Revision 0**

GE Grid Solutions, LLC  
One Power Lane  
Charleroi, PA 15022, USA



Proudly Designed and  
Manufactured in  
Charleroi, PA, USA

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# 1 Executive Summary

## CITY OF BENTONVILLE

Attn: Wayman Thurman

Good day,

Thank you for your interest in GE Vernova dead tank circuit breakers for the referenced opportunity. We are pleased to submit the enclosed proposal for your consideration along with the noted comments, clarifications, and exceptions.

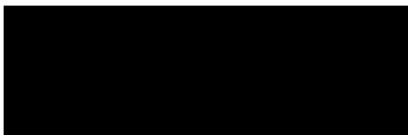
GE Vernova is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania, and a second manufacturing facility located in La Prairie, Quebec, Canada. Our Charleroi facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and both Charleroi and La Prairie are certified to ISO 9001-2015 and ISO 14001-2015.

GE Vernova has manufactured and delivered over 60,000 breakers in North America since 1994 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the GE Vernova team are available at any time and are dedicated, together with our Charleroi and La Prairie staff of over 550 employees, to provide you with best-in-industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,



**Alexander Govas, P.Eng., PMP**  
Lead Sales and Proposal Specialist  
alexander.govas@gevernova.com  
438-337-9176

## 2 Proposal

Item #1

**Two (2)** 170 kV Dead Tank Circuit Breakers per ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| ▪ Type                                | DT1-170 FK 40 F1                      |
| ▪ Rated Nominal Voltage               | 161 kV                                |
| ▪ Rated Maximum Voltage               | 170 kV                                |
| ▪ Frequency                           | 60 Hz                                 |
| ▪ Rated Continuous Current            | 1200 A (Maximum 2000 A)               |
| ▪ Rated Short-Circuit Current         | 40 kA                                 |
| ▪ Interrupting Time                   | 3 cycles                              |
| ▪ High-Speed-Auto-Reclosure           | 3 Phase – Gang Operated               |
| ▪ BIL                                 | 750 kV @ 3,300' ASL                   |
| ▪ Creep Distance / Material / Color   | 177" / Composite / Gray               |
| ▪ Insulating Medium                   | SF <sub>6</sub> (first fill included) |
| ▪ Current Transformers                | (12) 1200:5 MR C800, TRF 2.0          |
| ▪ Cabinet Enclosure Rating / Material | NEMA 3R / ANSI 70 Painted Steel       |
| ▪ Ambient Temperature                 | -30°C to +40°C with Tank Heaters      |
| ▪ Seismic Rating                      | Low per IEEE 693-2005                 |
| ▪ Control Voltage (Range)             | 125 VDC                               |
| ▪ Motor Voltage                       | 120VAC / 125 VDC Universal            |
| ▪ Auxiliary – Lighting/Heating        | 120 VAC / 240 VAC                     |

|                    |                                         |
|--------------------|-----------------------------------------|
| <b>Unit Price:</b> | <b>\$USD 169,700 - EXW Factory, USA</b> |
|--------------------|-----------------------------------------|

### Features and Benefits

- The circuit breaker is qualified to M2 class for mechanical endurance in accordance with IEC 62271-100. This qualifies the circuit breaker mechanically for 10,000 Close-Open operations without maintenance.
- The circuit breaker is qualified to C2 class for capacitor switching in accordance with IEEE/ANSI C37. This qualifies the circuit breaker for switching of capacitive loads (lines, cables, shunt capacitor bank, back-to-back) and with very low probability of re-strike.

### 3 Spare Parts, Special Tools and Field Service

#### Spare Parts

It is recommended for emergency purposes to purchase and stock a spare charging motor, trip & close coil.

| Item no. | Part Description              | DT1-170kV<br>Price per Unit<br>(in \$USD) |
|----------|-------------------------------|-------------------------------------------|
| a        | One (1) Trip Coil             | \$ 525                                    |
| b        | One (1) Close Coil            | \$ 525                                    |
| c        | One (1) Spring Charging Motor | \$ 1,850                                  |

Prices of spare parts are valid only when ordered and delivered with the circuit breaker. A more detailed list of spare parts can be provided during order execution upon request.

#### Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF<sub>6</sub> handling tools on site:

- Gas regulator and fill hose set (1) included per breaker
- Vanguard Transducer Bracket (1) included per breaker
- Hand crank for manual spring charge (1) included per breaker

#### Field Service

A field service representative is not included in the base price of the circuit breakers. If Service is required, please consult GE Vernova Service rate sheet attached to this proposal.

## 4 Comments, Clarifications and Exceptions

- \* This offer is made strictly in accordance with the attached **General Terms of Contract for Sale of Products and Services Form ESY104**. This document will take precedent over any terms defined in the invitation to bid.
- \* The proposed circuit breakers will be built in accordance with GE Vernova's standard design with the ratings and transformer ratios as shown in Section 2 of this offer. Any deviation from this design is subject to review and may affect the quoted price and lead time.
- \* The quoted circuit breaker will have controls, component specifications, wiring specifications and layouts similar to previously supplied GE Vernova DT1-170FK-40-F1 circuit breakers (Ref PO 22200757).

## 5 Commercial Terms of Sale

**Except as noted herein, this offer is made strictly in accordance with the enclosed GE Vernova General Terms of Contract for Sale of Products and Services – Form ESY104, and g3 Addendum to Terms and Conditions for Sale of Products and Services, as applicable**

|                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Validity:</b>          | Thirty (30) days after the date of this proposal.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Delivery:</b>          | <p>Standard delivery is one-hundred twenty-two (122) to one-hundred-twenty-four (124) weeks EXW Factory after acceptance of purchase order by Seller.</p> <p>All orders subject to prior factory loading and material availability at the time of purchase order placement. Purchase order delivery date must be within ten (10) weeks of the quoted lead time. Longer delivery schedules are subject to the enclosed price escalation.</p>                                                                                                                                                                                                                                                       |
| <b>Delivery Note:</b>     | <p>Within 28-36 weeks after receipt of purchase order: Outline drawing including general arrangement, dimensions, foundation requirements and bushing drawing.</p> <p>52-60 weeks prior to delivery of products: Low voltage control drawings including AC/DC schematic, wiring diagram, parts list, gas plumbing and nameplate drawings.</p> <p>Delivery of products is based upon customer return of approved drawings within two (2) weeks of submittal. Any changes deviating to the as-quoted configuration or after the drawings are approved will be subject to a change fee of \$5,250 per drawing set in addition to time and materials which will be quoted at the time of request.</p> |
| <b>Field Service:</b>     | Unless otherwise defined in this offer, field services are not included in the base price of the circuit breaker(s). If service is required, see attached Field Services T&M Offer for GE Vernova SF6 Circuit Breakers (CBR) for pricing information.                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Spares Parts:</b>      | Unless otherwise defined in this offer, spares parts are priced separately and not included in the base price. Spare parts pricing is valid only when ordered and delivered together with the circuit breakers included in this offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Shipping Point:</b>    | Pennsylvania, USA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>PO Remittance:</b>     | <b>GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Terms of Delivery:</b> | <p>Pricing is firm in USD, DAP Continental USA Jobsite, Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading and assembly is to be provided by others.</p> <p>The cost of freight is not included in the base price. Freight is prepaid and added to the invoice as a separate item at cost +20%.</p>                                                                                                                                                                                                                                                                                                                        |

**Payment Conditions:** Progress payments shall be invoiced as follows:

30% on receipt of purchase order, invoiced with order acknowledgement;  
10% upon submittal of outline drawings by Seller;  
20% upon submittal of low voltage control drawings by Seller;  
40% upon delivery of product at site, invoiced on a per shipment basis.

All payments are due net 30 days by wire transfer, inclusive of the Buyer's internal invoice approval process.

In case Buyer fails to make any payment due under the contract, Buyer will be immediately considered in default of its payment obligations, and Buyer shall pay a late-payment charge computed at the rate of one and a half percent (1.5%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. After a payment delay of more than fifteen (15) days, Seller reserves the right to suspend the delivery of documents, products and/or performance of services under the contract, without prejudice to Seller's right to terminate the contract after thirty (30) days of payment delay attributable to Buyer's default.

**Instruction Manual:** One instruction book is shipped inside the control cabinet of the breaker. An electronic copy will also be provided.

**Warranty:** Twenty-four (24) months from first use, or thirty (30) months from delivery, whichever occurs first. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04-2018 for general purpose circuit breakers, and circuit breakers that have exceeded the maximum allowable cumulated current as defined in the instruction manual. Warranties are based on strict accordance with the maintenance instructions found in the circuit breaker manual.

**Liquidated Damages:** Beginning on the fifteenth (15<sup>th</sup>) calendar day after acknowledged delivery date, if Seller fails to deliver products and/or perform services in accordance with the final agreed time schedule, Buyer's sole and exclusive remedy for damages sustained as a result of such delay shall be liquidated damages in an amount corresponding to zero point five percent (0.5%) of the price of the delayed products and/or services, for each complete week (or pro-rata portion thereof) of delay. In no event shall Seller's liability for delay exceed a maximum amount of five percent (5%) of the price of the products and/or services delayed. Seller shall not be liable or considered in breach of its obligations under the contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control.

**Sales Tax:** This offer does not include any sales tax (federal, state or local).

**Damages:** Seller shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

**Cancellation:**

If the contract (or any part thereof) is terminated for any reason other than Seller's default, a payment will be due based on the table below and must be included in the contract or on the purchase order, whichever is applicable.

| Schedule<br>(based on EXW factory) | Cancellation Charge<br>(% of outstanding contract value) |
|------------------------------------|----------------------------------------------------------|
| 0 – 4 weeks after receipt of order | 20 %                                                     |
| 60+ weeks before delivery          | 30 %                                                     |
| 48 – 60 weeks before shipment      | 40 %                                                     |
| 42 – 48 weeks before shipment      | 50 %                                                     |
| 36 – 42 weeks before shipment      | 60 %                                                     |
| 24 – 36 weeks before shipment      | 70 %                                                     |
| 12 – 24 weeks before shipment      | 80 %                                                     |
| 0 – 12 weeks before shipment       | 100 %                                                    |

**Tariffs:**

In the event of any change in any law of any country during the validity of the Offer, and until the signature of the contract or acceptance of purchase order by the Seller, the Seller shall be entitled to request revision of the prices and, as applicable, of the other conditions of its Offer to take into account the consequences of the aforementioned change in law. In the case where the Buyer does not permit the Seller to revise and update its Offer, the Seller shall be entitled, subject to written notice to the Buyer, to withdraw its Offer without liability to the Seller. Buyer is hereby informed that the consequences that any changes in law, including but not limited to, increased duties, tariffs or value added tax, or their future enactments may have on prices and availability of finished goods, raw materials, manpower, components, transport and logistics, and any other components of the scope of the Offer shall be considered for the purpose of this provision.

The price stated in the Offer does not include any duties, tariffs, or value-added tax on raw materials, component imports, including imported finished goods and manufactured goods ("Tariffs"), which are to be paid by the Seller, irrespective of the agreed Incoterms, due to changes in law effective after January 20<sup>th</sup>, 2025. The Parties agree that the Seller will be entitled to such Tariffs upon receiving written notification and the issuance of a separate invoice for the Tariffs. The Buyer agrees to pay the amount due within thirty (30) days of receiving the invoice.

**The following statement must be included in the contract or on the purchase order, whichever is applicable.**

The price stated in the contract or purchase order does not include any duties, tariffs, or value-added tax on raw materials, component imports, including imported finished goods and manufactured goods ("Tariffs"),

which are to be paid by the Seller, irrespective of the agreed Incoterms, due to changes in law effective after January 20<sup>th</sup>, 2025. The Parties agree that the Seller will be entitled to such Tariffs upon receiving written notification and the issuance of a separate invoice for the Tariffs. The Buyer agrees to pay the amount due within thirty (30) days of receiving the invoice.

**Domestic Content:** Circuit breakers are assembled in the United States or Canada with materials and components sourced from foreign and domestic suppliers. Compliance with any domestic content requirement (local, state or federal) is subject to review and confirmation by Seller.

## 6 General Comments / Characteristics

The circuit breakers offered belong to a family of switchgear highlighted by the following features:

- Third generation SF<sub>6</sub> interrupter with advanced thermal effect interrupter.
- Mechanical spring/spring operating mechanism.
- Over 100,000 circuit breakers/switchers on order or in service since 1989, worldwide.

A spring type operating mechanism is used to operate the circuit breakers. Stored energy in the springs is sufficient to perform one (1) O-CO operation without recharging. Tripping springs are automatically recharged after every C operation. Duty cycle is O-0.3s-CO-15s-CO as standard.

Breakers have NEMA four (4) hole bushing terminals, aluminum and arranged in a horizontal plane, and NEMA two (2) hole, stainless steel grounding pads located on opposite legs of the support structure. Anchor bolts, terminal connectors and ground clamps are to be provided by others.

The circuit breakers will be supplied with a minimum of 10 a' and 10 b' (per breaker) spare auxiliary contacts for customer use. Contacts factory-set and not field inter-interchangeable or adjustable.

The circuit breakers have one (1) gas density monitoring system per breaker, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF<sub>6</sub> gas density monitor has two (2) contact settings for falling density: (1) alarm, (2) functional lockout. Contact settings are adjusted at the factory, require no calibration and should not be adjusted in the field.

The circuit breakers have a common gas piping system with a common fill valve located outside of the control cabinet. Self-sealing isolation valves are provided on each tank to facilitate the removal of gas from a single tank.

The breakers will be shipped on a low step-deck or flatbed truck with bushings assembled and partially gas filled, thereby eliminating the need for a vacuum pump on site. On-site assembly consists of topping off with SF<sub>6</sub> gas and mounting the lower legs of the support structure.

The proposed circuit breakers have been tested according to applicable ANSI/IEEE standards. Type tests have been performed previously on a similar unit. A set of routine tests, also according to ANSI/IEEE standards, will be conducted on the circuit breakers prior to shipment from our factory in Pennsylvania, USA. Repetition of any of these tests or the inclusion of a test or testing procedure not covered in these standards or on our Routine Testing Report is not included in the price of the circuit breakers.

The cost of routine equipment testing at our facility is included in the breaker pricing. All other costs (i.e. travel, lodging, and meal expenses) associated with witness testing are not included.

## 7 Attachments

- DT1-145FK 40 F1 Product Brochure
- DT1-145FK 40 F1 Sample Outline & Wiring Schematic
- GE Vernova Service Rate Sheet
- SF6 Gas Tightness Line Card
- High Voltage Circuit Breakers Line Card
- General Terms of Contract for Sale of Products and Services Form ESY104

# DT1-145 AND DT1-170

## Dead Tank Circuit Breakers from 123 kV to 170 kV

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for applications at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas, and regions with high pollution levels or corrosive atmospheres.

### Reliable Performance

The DT1-145 and the DT1-170 are suitable for applications up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

### Gas Tightness Guarantee & Superior Manufacturing

Grid Solutions at GE Vernova leads the industry in SF<sub>6</sub> gas tightness testing technology including seals, castings, and plumbing systems. Each breaker is factory-tested using Grid Solutions' proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

Grid Solution designs, manufactures, tests, and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC standards, maintaining a quality assurance system according to ISO 9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

### Enhanced Installation and Maintenance

The DT1-145/170 are factory-tested and adjusted and do not require any "special tools" for the installation. Designed with the smallest symmetrical footprint to allow for minimized foundation costs, they are recognized worldwide as easy-to-install and easy-to-operate circuit breakers. Due to the low-energy mechanism and lifetime lubricants, the DT series is virtually maintenance-free. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

### IPO Option

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with a separated spring/spring mechanism for each phase. Paired with a synchronous controller, this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.



### Main Characteristics

- Advanced self-blast interrupters
- Leak-resistant cast aluminum enclosures
- Durable low-energy spring-spring operated mechanism
- More than 100,000 circuit breakers with self-blast interrupters and FK spring-operated mechanism in service since 1989

### Key Benefits

- SF<sub>6</sub> gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Design customization
- Virtually maintenance-free
- Easy to install

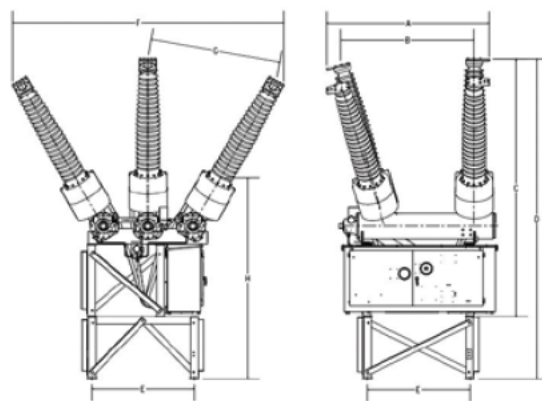


**GE VERNOVA**

## Technical Data

|                                                          | VALUE       | UNITS    |
|----------------------------------------------------------|-------------|----------|
| SF <sub>6</sub> pressure                                 | 94/0.65     | psig/Mpa |
| Motor                                                    | 1,600       | watts    |
| Close coil/Trip coil                                     | 440/440     | watts    |
| Ambient temperature range*                               | -30 to +40  | degree C |
| High seismic capability in accordance with IEEE 693-2005 |             |          |
| Weight (without current transformers)                    | 4,180/1,900 | lb/kg    |

\*Optional values available on request.



## Dimensions

| RATED MAX. VOLTAGE | A (IN/MM) | B (IN/MM) | C (IN/MM) | D (IN/MM) | E (IN/MM) | F (IN/MM) | G (IN/MM) | H (IN/MM) |
|--------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 145 kV             | 90/2,284  | 70/1,779  | 136/3,459 | 169/4,289 | 54/1,372  | 90/2,284  | 69/1,747  | 102/2,600 |
| 170 kV             | 90/2,366  | 73/1,849  | 146/3,719 | 179/4,549 | 54/1,372  | 153/3,898 | 74/1,881  | 102/2,591 |

## Ratings

| IEEE                                             | IEC                                          | VALUE             | UNITS  |
|--------------------------------------------------|----------------------------------------------|-------------------|--------|
| Rated maximum voltage                            | Rated voltage                                | 123/145/170       | kV     |
| Rated power frequency                            | Rated frequency                              | 50/60             | Hz     |
| Rated dielectric withstand capability            | Rated insulation level                       |                   |        |
| - dry withstand                                  | - at power frequency, dry                    | 260/310/365       | kV     |
| - wet withstand                                  | - at power frequency, wet                    | 230/275/315       | kV     |
| Rated lightning impulse withstand voltage        | - at lightning impulse                       | 550/650/750       | kV     |
| Rated chopped wave impulse voltage 2us           |                                              | 710/838/968       | kV     |
| Rated continuous current                         | Rated normal current                         | 1,200/2,000/3,000 | A      |
| Rated short-circuit current                      | Rated short-circuit breaking current         | 40                | kA     |
| Rated closing, latching, and short-time carrying |                                              | 104               | kA     |
| Rated capacitance switching*                     |                                              |                   |        |
|                                                  | Rated single capacitor bank breaking current | 400               | A      |
| Rated interrupting time                          |                                              | 3                 | cycles |
|                                                  | Rated break time                             | 50                | ms     |
| Rated standard operating duty                    | Rated operating sequence                     | 0-0.3s-C0-15s-CO  |        |

\*Ratings available upon request.

\*\*Please contact us for special purpose, high TRV, high X/R or other rating requirements.

## Gas Data

The functioning of this equipment relies upon SF<sub>6</sub>, a fluorinated greenhouse gas.

|                                                                             | DT1-145 SF <sub>6</sub> | DT1-170 SF <sub>6</sub> |
|-----------------------------------------------------------------------------|-------------------------|-------------------------|
| Average mass of gas/mixture in the equipment (kg)*                          | 38.3                    | 41.1                    |
| GWP <sub>100</sub> of gas/mixture (CO <sub>2</sub> -equivalent)             | 24,300                  | 24,300                  |
| CO <sub>2</sub> -eq of gas/mixture in the equipment (t <sub>co2-eq</sub> )* | 930.7                   | 998.7                   |

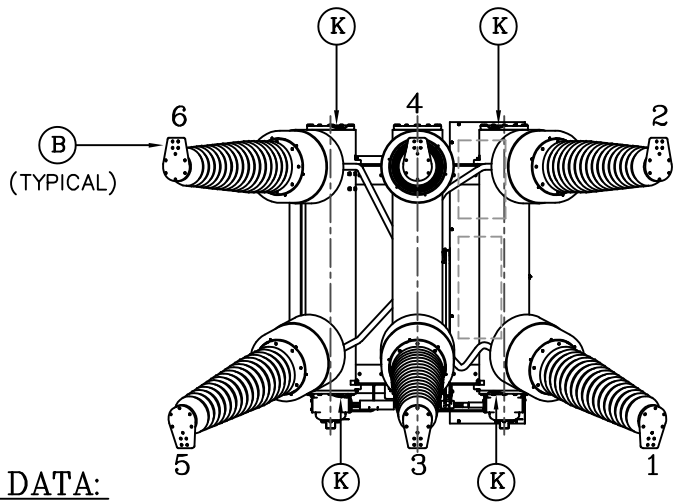
\* For information purposes only. It varies depending on the equipment considered.

A

B

C

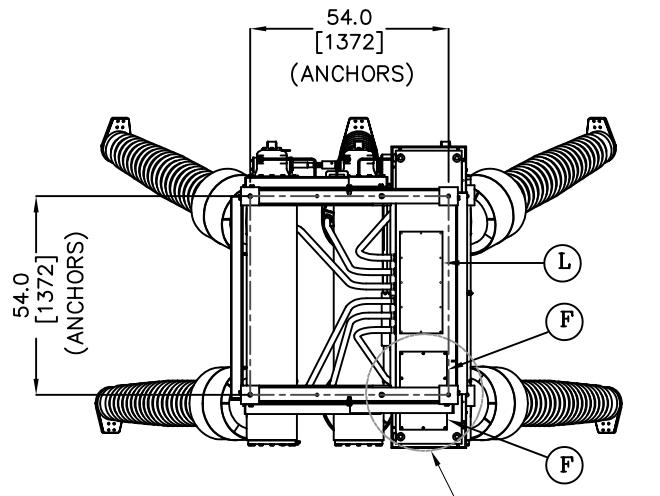
D



**BUSHING DATA:**

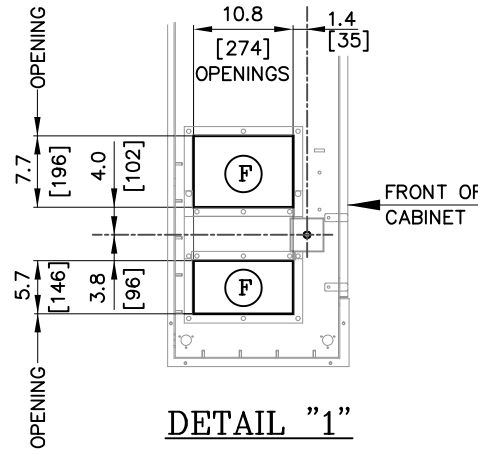
CREEPAGE: 177.4" (4505 mm)  
STRIKE DISTANCE: 51.4" (1305 mm)  
MATERIAL: COMPOSITE  
COLOR: ANSI 70 GRAY

**TOP VIEW**



**BOTTOM VIEW**

SEE DETAIL "1"  
(THIS DRAWING)

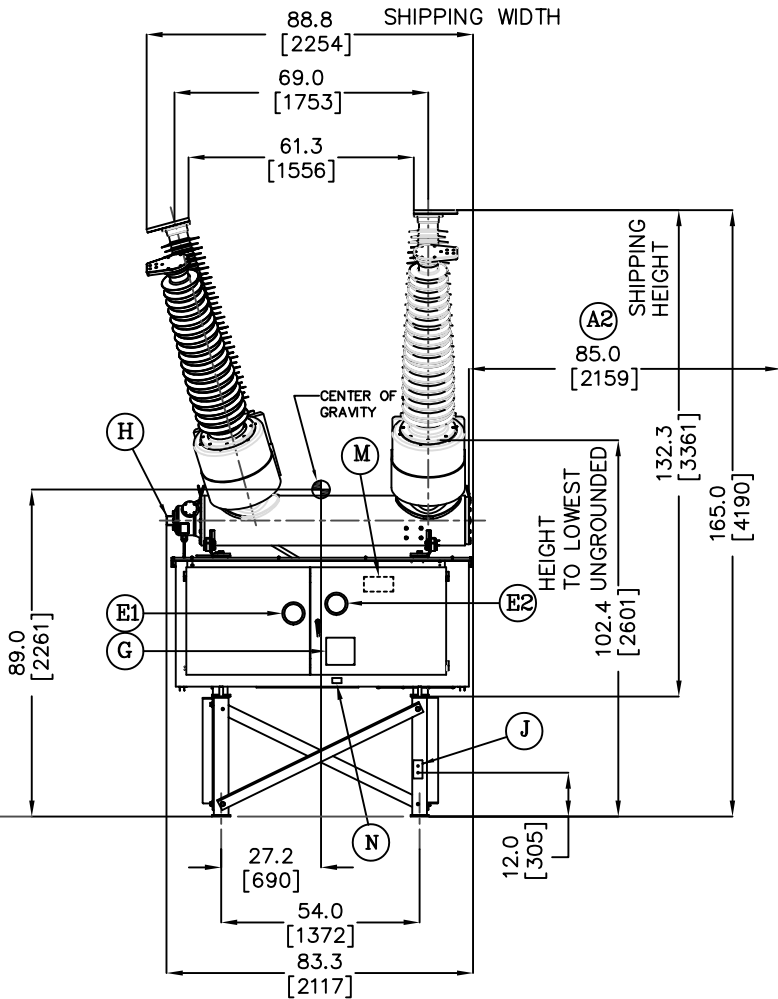
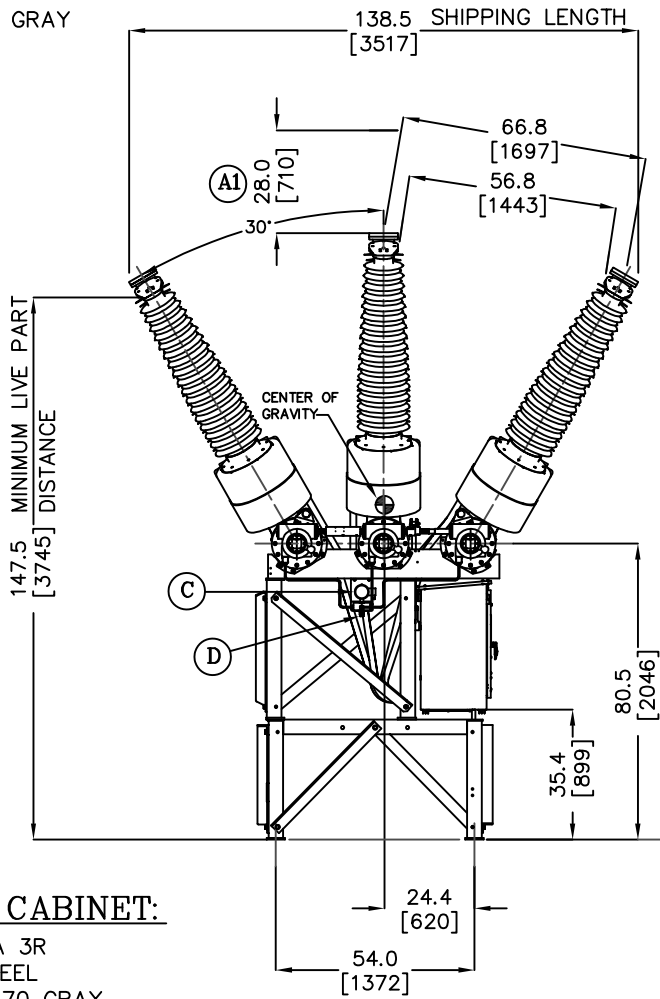


**DETAIL "1"**

**BOTTOM VIEW**  
(CABLE ENTRANCE OPENINGS)

**LEGEND:**

- A1 -- MINIMUM DISTANCE FOR BUSHING REMOVAL: 28.0" (710 mm)
- A2 -- MINIMUM DISTANCE FOR INTERRUPTER REMOVAL: 85.0" (2159 mm)
- B -- NEMA 4 HOLE TERMINAL PAD
- C -- SF6 DENSITY MONITOR
- D -- SF6 FILL VALVE
- E1 -- CHARGED/DISCHARGE INDICATORS
- E2 -- OPEN/CLOSE INDICATORS & COUNTER
- F -- CABLE ENTRANCE
- G -- RATINGS NAME PLATE (EXTERNAL)
- H -- PRESSURE RELIEF DEVICE
- J -- NEMA 2 GROUND PAD (DIAMETRICALLY OPPOSED)
- K -- LIFTING LOCATIONS
- L -- MECHANISM ACCESS
- M -- BCT NAMEPLATE (INTERNAL)
- N -- EXTERNAL GFI RECEPTACLE



- 3,249 lbs. (1,474 kg) -- WEIGHT OF BREAKER
- 76 lbs. ( 34 kg) -- WEIGHT OF SF6 GAS
- 1,740 lbs. ( 790 kg) -- WEIGHT OF BCTs
- 5,065 lbs. (2,298 kg) -- TOTAL WEIGHT OF BREAKER

|                             |                 |
|-----------------------------|-----------------|
| TYPE:                       | DT1-170FK-40-F1 |
| IMPULSE WITHSTAND:          | 750 kV          |
| MAXIMUM VOLTAGE:            | 170 kV          |
| INTERRUPTER CURRENT RATING: | 40 kA           |
| CURRENT RATING:             | 1200 A          |

DIMESIONS:  $\frac{\text{INCHES}}{\text{mm}}$

**NOTES:**

- 1) FOUR (4)  $\phi 3/4"$  [19 mm] ANCHOR BOLTS (ASTM A 36 OR GREATER). ANCHOR BOLTS SHOWN FOR INFORMATION ONLY. NOT INCLUDED IN GE SCOPE OF WORK.
- 2) 3.0" [76 mm] MINIMUM PROJECTION ABOVE FOUNDATION.
- 3) ANCHORING TO BE SUPPLIED BY CUSTOMER.
- 4) FOUNDATION TO BE LEVEL WITHIN 0.25" [6 mm] AT FOUR (4) BASEPLATES.
- 5) SHIM AND GROUT AS REQUIRED.
- 6) RATED SEISMIC LEVEL 0.2g OF RRS PER IEEE 693
- 7) OPERATIONAL FORCES IN ANY DIRECTION = 1112N (250 lbf)
- 8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 1250N (281 lbf)
- 9) HV TERMINAL STATIC HORIZONTAL FORCE (TRANSVERSE) = 750N (169 lbf)
- 10) HV TERMINAL STATIC VERTICAL FORCE = 1000N (225 lbf)
- 11) CENTER OF GRAVITY DIMENSIONS ARE APPROXIMATE ONLY. DIMENSIONS CAN VARY DUE TO BUSHINGS, ADDITIONAL BRACING, BCTs AND BREAKER HEIGHT.

**CONTROL CABINET:**

RATING: NEMA 3R  
MATERIAL: STEEL  
COLOR: ANSI 70 GRAY

|                 |             |         |            |            |                                                                                                                                                   |                         |                                    |  |
|-----------------|-------------|---------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------|--|
|                 |             |         |            |            | CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |                         | MATERIAL ID:<br>CCDT1-170FK-F1-001 |  |
|                 |             |         |            |            |                                                                                                                                                   |                         |                                    |  |
|                 |             |         |            |            |                                                                                                                                                   |                         |                                    |  |
|                 |             |         |            |            |                                                                                                                                                   |                         |                                    |  |
|                 |             |         |            |            |                                                                                                                                                   |                         |                                    |  |
| REV.            | DESCRIPTION | DRAWN   | CHECKED    | DATE       | CUSTOMER EQ. No.:                                                                                                                                 |                         | ORDER No.<br>359556                |  |
| OUTLINE DRAWING |             | W. HOLT | A. LISITSA | 02/22/2022 |  Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022     | DRAWING No.: M359556010 | SHT 1 OF 1                         |  |
|                 |             | DRAWN   | CHECKED    | DATE       |                                                                                                                                                   |                         |                                    |  |

A

B

C

D

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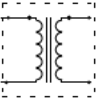
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1

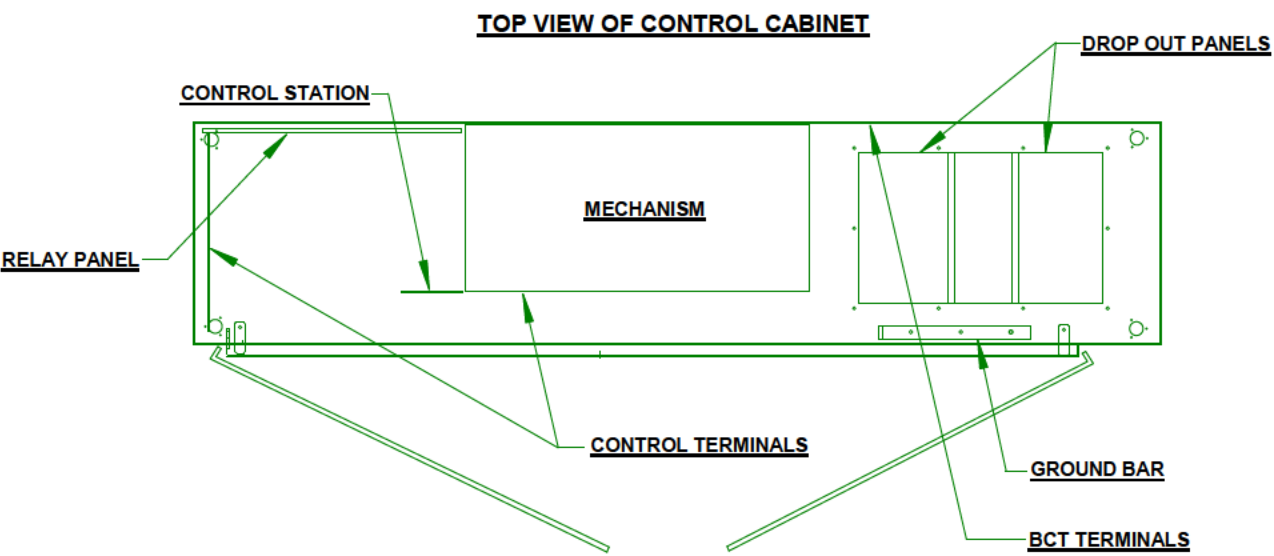
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|                                                                                     |                           |                                                                                     |                            |
|-------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------|----------------------------|
|    | CIRCUIT BREAKER           |    | FUSE PULLOUT, SLUGGED      |
|    | CABINET LIGHT             |    | INDICATOR LIGHT            |
|    | COIL                      |    | KNIFE SWITCH               |
|    | CONTACT, NORMALLY CLOSED  |    | MOTOR                      |
|    | CONTACT, NORMALLY OPEN    |    | PUSHBUTTON                 |
|    | CONNECTOR                 |    | RESISTOR/ HEATER           |
|    | DENSITY MONITOR           |    | TERMINAL BLOCK             |
|    | DOOR SWITCH               |    | TERMINAL BLOCK (AUXILIARY) |
|    | FUSE BLOCK                |   | THERMOSTAT                 |
|  | FUSE BLOCK, SLUGGED       |  | THERMAL OVERLOAD           |
|  | FUSED DISCONNECT          |  | TOGGLE SWITCH              |
|  | FUSED DISCONNECT, SLUGGED |  | TRANSFORMER                |
|  | FUSE PULLOUT              |                                                                                     |                            |

| STANDARD ANSI DESIGNATIONS |                              |  |  |  |
|----------------------------|------------------------------|--|--|--|
| 01CS                       | BREAKER CONTROL SWITCH       |  |  |  |
| 23                         | THERMOSTAT                   |  |  |  |
| 23X                        | HEATER CONTACTOR             |  |  |  |
| 27X                        | LOSS OF POWER RELAY          |  |  |  |
| 30                         | ANNUNCIATOR                  |  |  |  |
| 37                         | UNDERCURRENT ALARM           |  |  |  |
| 43L/R                      | LOCAL REMOTE TRANSFER SWITCH |  |  |  |
| 49                         | MOTOR THERMAL OVERLOAD       |  |  |  |
| 52a,b                      | BREAKER AUXILIARY SWITCH     |  |  |  |
| 52C                        | CLOSE PUSHBUTTON             |  |  |  |
| 52CC                       | BREAKER CLOSE COIL           |  |  |  |
| 52T                        | TRIP PUSHBUTTON              |  |  |  |
| 52TC                       | BREAKER TRIP COIL            |  |  |  |
| 52X                        | CLOSING RELAY                |  |  |  |
| 52Y                        | ANTIPUMP RELAY               |  |  |  |
| 52-MON                     | BREAKER CONDITION MONITOR    |  |  |  |
| 63G                        | SF6 PRESSURE / DENSITY GAUGE |  |  |  |
| 63GX                       | SF6 PRESSURE / DENSITY RELAY |  |  |  |
| 69                         | PERMISSIVE CONTROL SWITCH    |  |  |  |
| 69-KI                      | KEY INTERLOCK                |  |  |  |
| 74CC                       | CLOSE COIL MONITOR           |  |  |  |
| 74TC                       | TRIP COIL MONITOR            |  |  |  |
| 79X                        | RECLOSE DELAY RELAY          |  |  |  |
| 83X                        | MOTOR TRANSFER CONTACTOR     |  |  |  |
| 88                         | MOTOR                        |  |  |  |
| 88F                        | MOTOR FAILURE ALARM          |  |  |  |
| 88LS                       | MOTOR LIMIT SWITCH           |  |  |  |
| AIL                        | AMBER INDICATOR LIGHT        |  |  |  |
| GIL                        | GREEN INDICATOR LIGHT        |  |  |  |
| HTR                        | HEATER                       |  |  |  |
| RIL                        | RED INDICATOR LIGHT          |  |  |  |



| WIRING KEY        |                                |                        |                                  |
|-------------------|--------------------------------|------------------------|----------------------------------|
| 28                | ES:14                          | ES:A1                  |                                  |
| SOURCE PIN NUMBER | DESTINATION DEVICE DESIGNATION | DESTINATION PIN NUMBER | SECOND DESTINATION IF APPLICABLE |

|        |                                                    |           |            |            |            |  |  |  |  |
|--------|----------------------------------------------------|-----------|------------|------------|------------|--|--|--|--|
|        |                                                    |           |            |            |            |  |  |  |  |
|        |                                                    |           |            |            |            |  |  |  |  |
|        |                                                    |           |            |            |            |  |  |  |  |
| 1      | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022 |  |  |  |  |
| REV.   | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE       |  |  |  |  |
| LEGEND |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022 |  |  |  |  |
|        |                                                    |           | DRAWN      | CHECKED    | DATE       |  |  |  |  |
|        |                                                    |           |            |            |            |  |  |  |  |

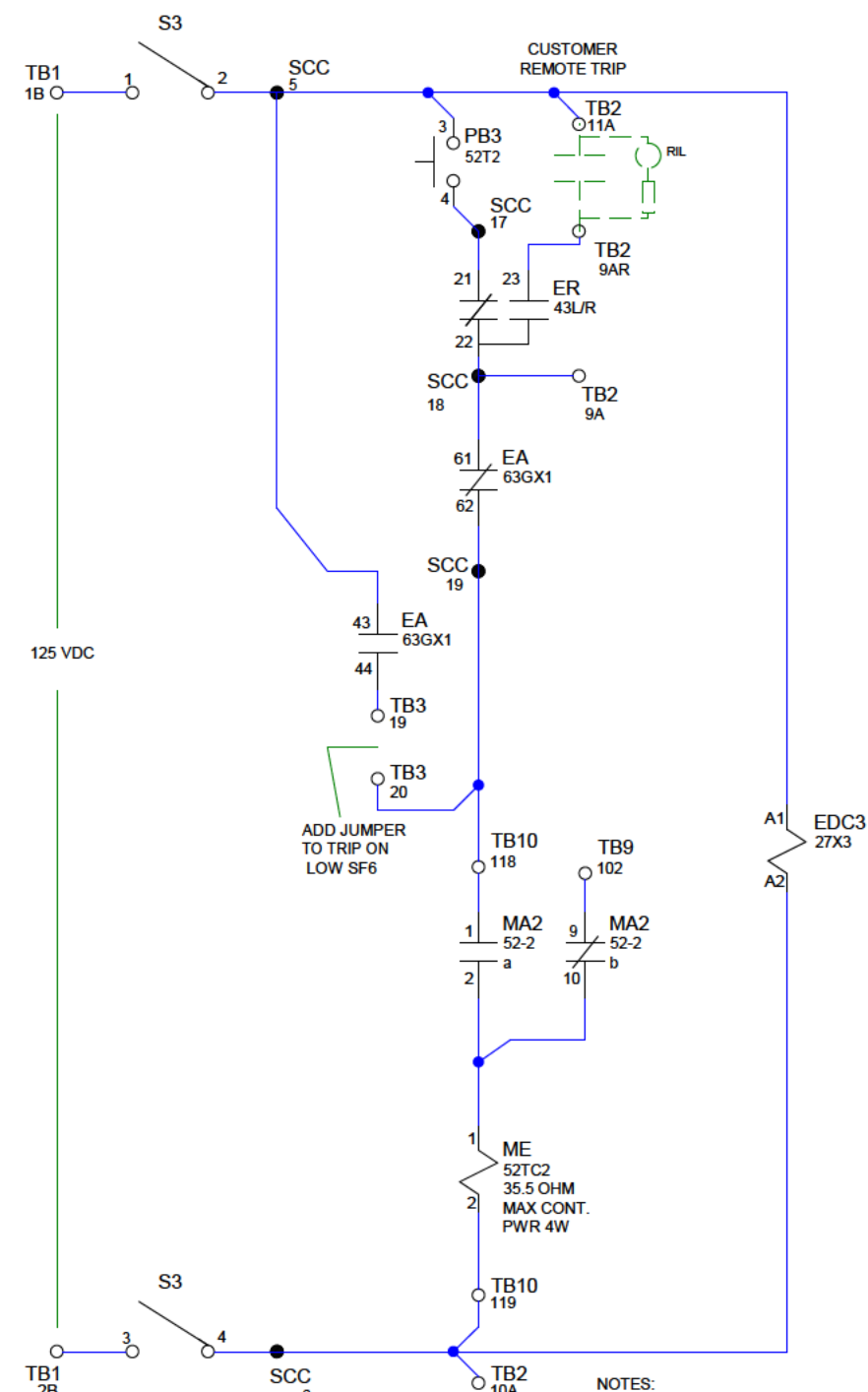
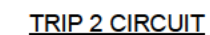
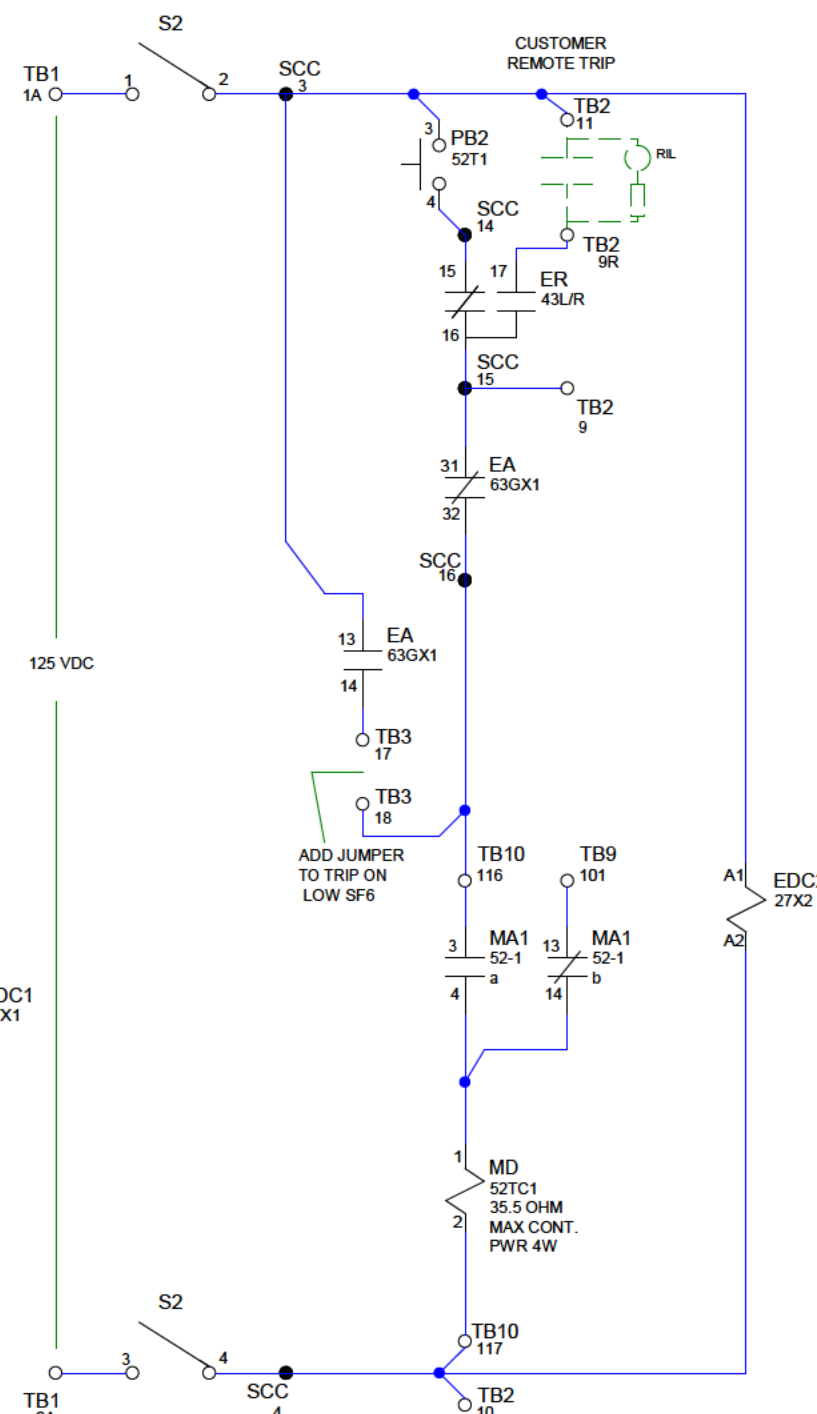
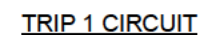
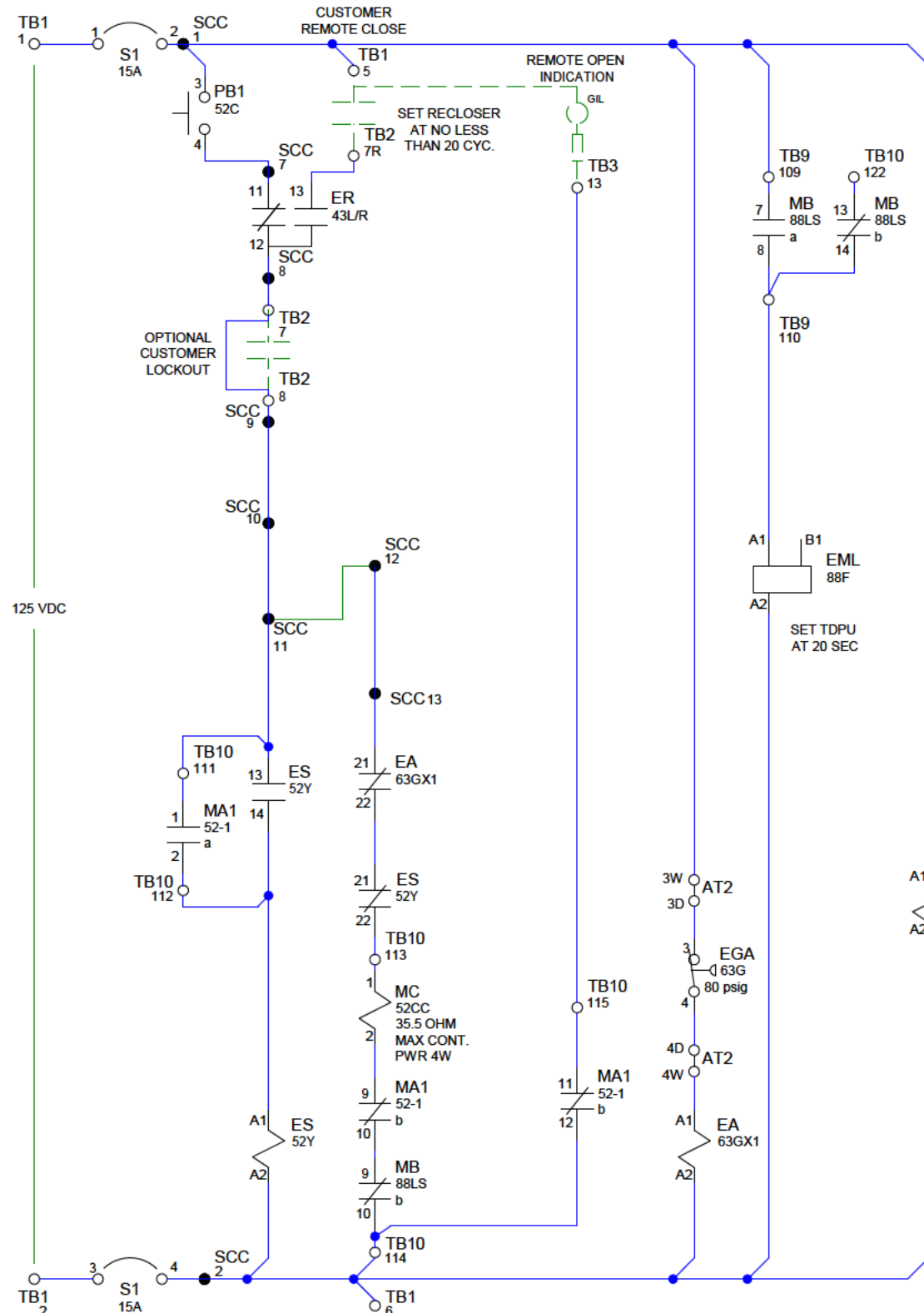
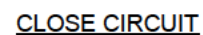
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|---------------------------------------------------------------------------------------|--|---------------------------------------------------------|--|-------------------------|--|
| CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE                              |  |                                                         |  | MATERIAL ID:            |  |
| CUSTOMER ORDER No.: 22200757                                                          |  |                                                         |  | CCDT1-170FK-F1-001      |  |
| SUBSTATION: SUBSTATION E                                                              |  |                                                         |  | ORDER No.               |  |
| SERIAL No.: 3595560010001                                                             |  |                                                         |  | 359556                  |  |
| CUSTOMER EQ. No.:                                                                     |  |                                                         |  | SHT 1 OF 13             |  |
|  |  | Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022 |  | DRAWING No.: E359556010 |  |

A

B

C

D



NOTES:

- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
- 2) BREAKER SHOWN IN OPEN POSITION
- 3) SF6 SHOWN AT ZERO PRESSURE
- 4) CLOSING SPRING SHOWN IN CHARGED POSITION
- 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
- 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

|                      |                                                    |           |            |            |            |                                                                                                                                                                        |  |                    |  |
|----------------------|----------------------------------------------------|-----------|------------|------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------|--|
|                      |                                                    |           |            |            |            | CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001                      |  | MATERIAL ID:       |  |
|                      |                                                    |           |            |            |            |                                                                                                                                                                        |  | CCDT1-170FK-F1-001 |  |
|                      |                                                    |           |            |            |            |                                                                                                                                                                        |  |                    |  |
|                      |                                                    |           |            |            |            |                                                                                                                                                                        |  |                    |  |
|                      |                                                    |           |            |            |            |                                                                                                                                                                        |  |                    |  |
| 1                    | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022 | CUSTOMER EQ. No.:<br><br> Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022 |  | ORDER No.          |  |
| REV.                 | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE       |                                                                                                                                                                        |  | 359556             |  |
| DC CONTROL SCHEMATIC |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022 | DRAWING No.: E359556010                                                                                                                                                |  | SHT 2 OF 13        |  |
|                      |                                                    |           | DRAWN      | CHECKED    | DATE       |                                                                                                                                                                        |  |                    |  |

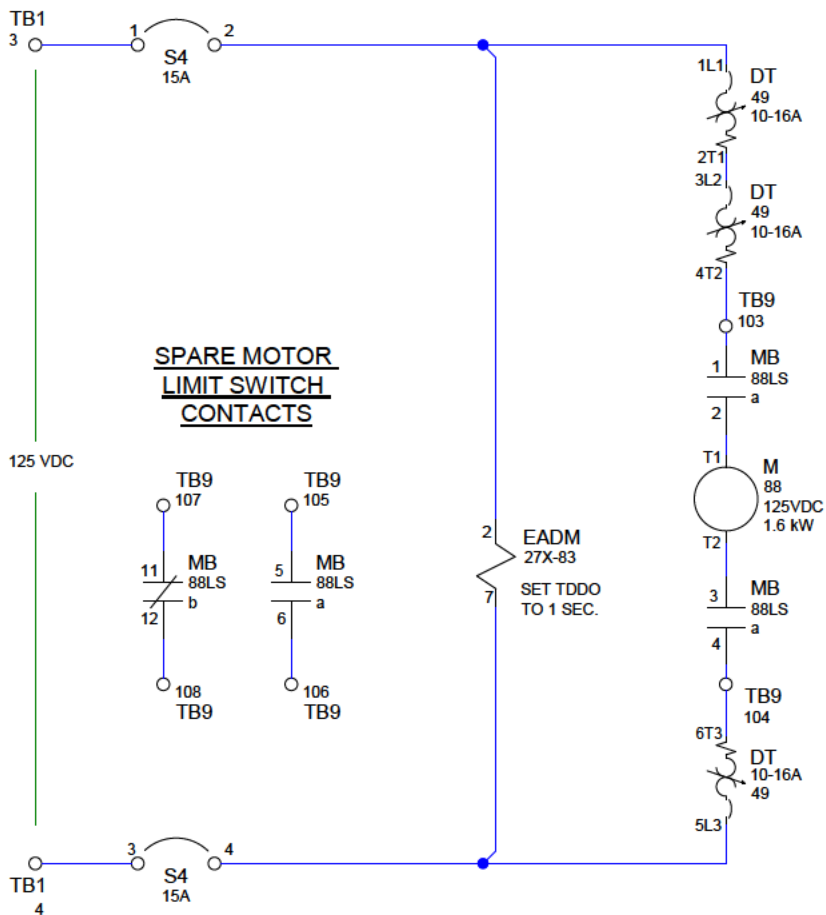
A

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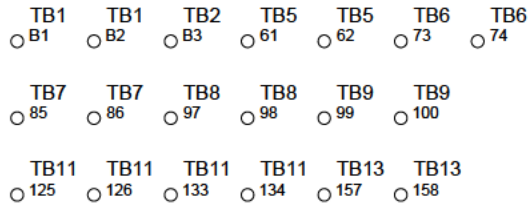
C

D

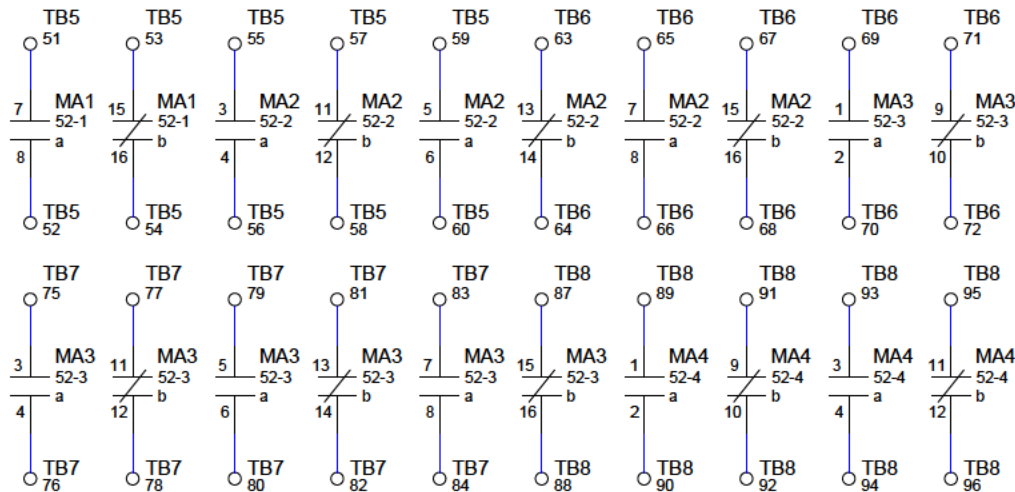
MOTOR CIRCUIT



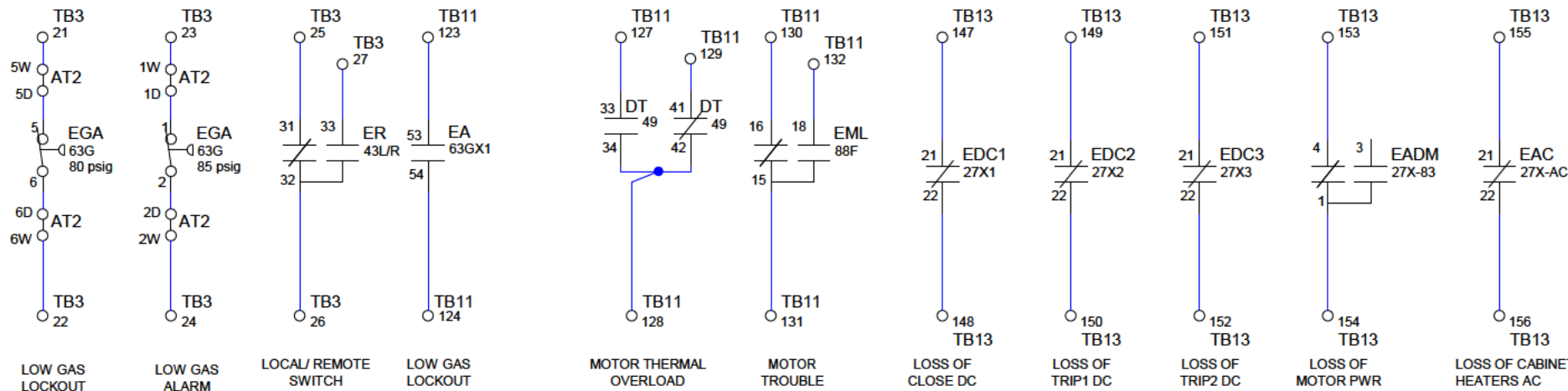
SPARE TERMINAL BLOCKS FOR CUSTOMER USE



SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



CUSTOMER ALARMS



NOTES:  
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION  
2) BREAKER SHOWN IN OPEN POSITION  
3) SF6 SHOWN AT ZERO PRESSURE  
4) CLOSING SPRING SHOWN IN CHARGED POSITION  
5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR  
6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

|                                                                                                                                                   |  |  |  |                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|------------------------------------|--|
| CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |  |  |  | MATERIAL ID:<br>CCDT1-170FK-F1-001 |  |
| 1 Replaced control relays due to availability issues<br>REV. DESCRIPTION                                                                          |  |  |  | ORDER No.<br>359556                |  |
| MOTOR CIRCUIT AND ALARMS                                                                                                                          |  |  |  | SHT 3 OF 13                        |  |

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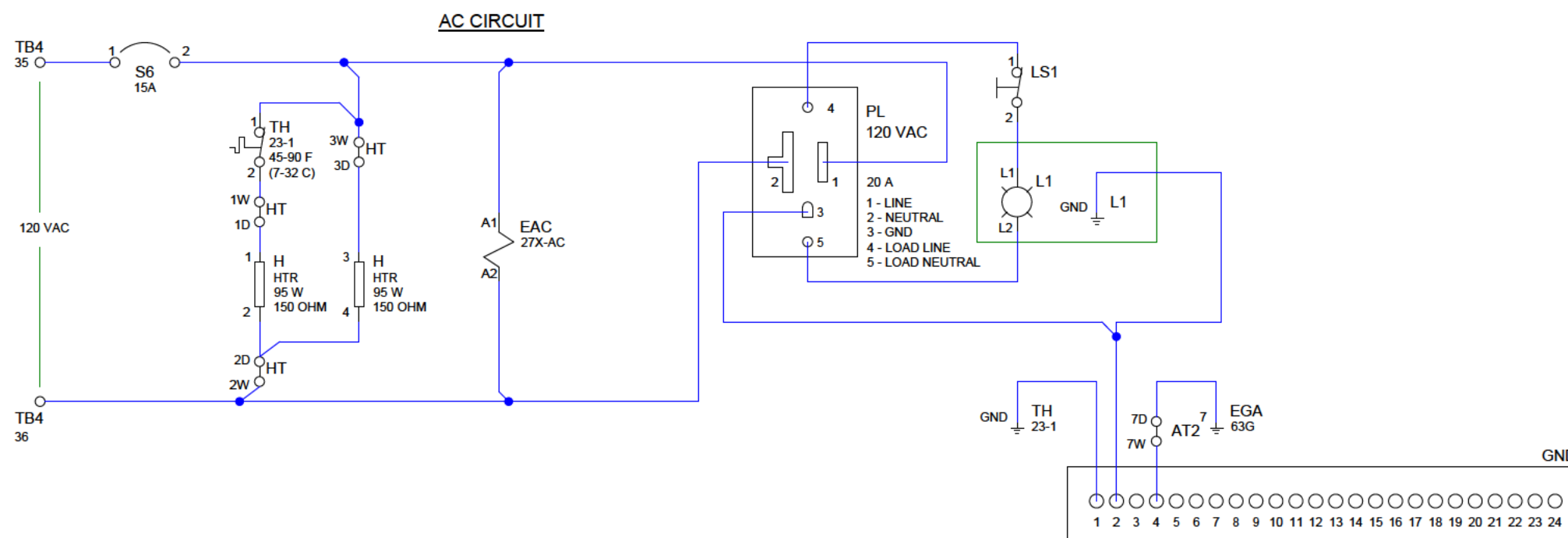
1

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- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
  - 2) BREAKER SHOWN IN OPEN POSITION
  - 3) SF6 SHOWN AT ZERO PRESSURE
  - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
  - 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
  - 6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

4

4

|      |                                                    |           |            |            |            |
|------|----------------------------------------------------|-----------|------------|------------|------------|
|      |                                                    |           |            |            |            |
|      |                                                    |           |            |            |            |
|      |                                                    |           |            |            |            |
|      |                                                    |           |            |            |            |
| 1    | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022 |
| REV. | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE       |
|      |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022 |
|      |                                                    |           | DRAWN      | CHECKED    | DATE       |

|                                                                                       |                                                         |                                        |
|---------------------------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------|
| CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE                              |                                                         | MATERIAL ID:<br><br>CCDT1-170FK-F1-001 |
| CUSTOMER ORDER No.: 22200757                                                          |                                                         |                                        |
| SUBSTATION: SUBSTATION E                                                              |                                                         | ORDER No.<br><br>359556                |
| SERIAL No.: 3595560010001                                                             |                                                         |                                        |
| CUSTOMER EQ. No.:                                                                     |                                                         | SHT 4 OF 13                            |
|  | Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022 |                                        |
| DRAWING No.: E359556010                                                               |                                                         |                                        |

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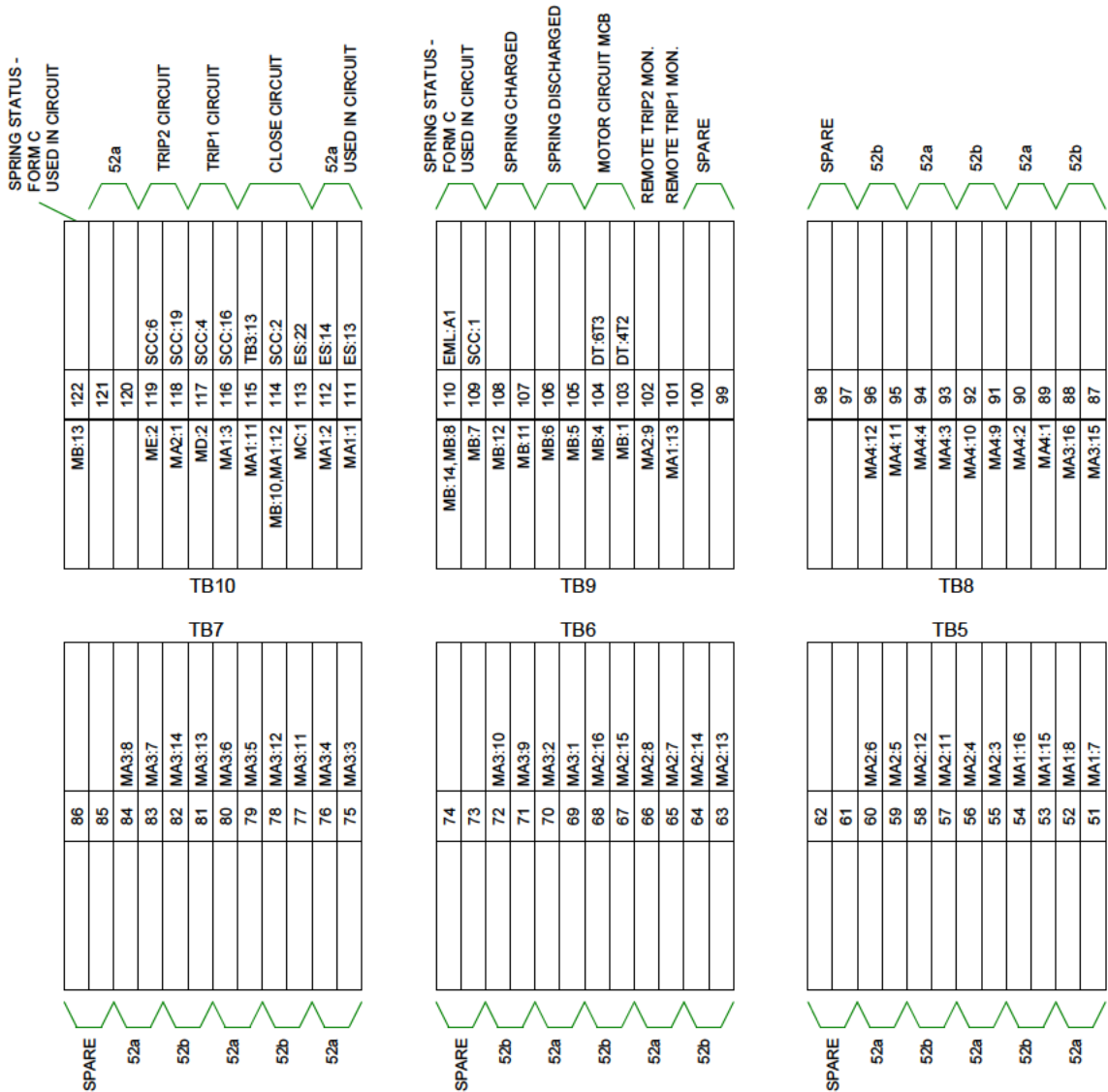
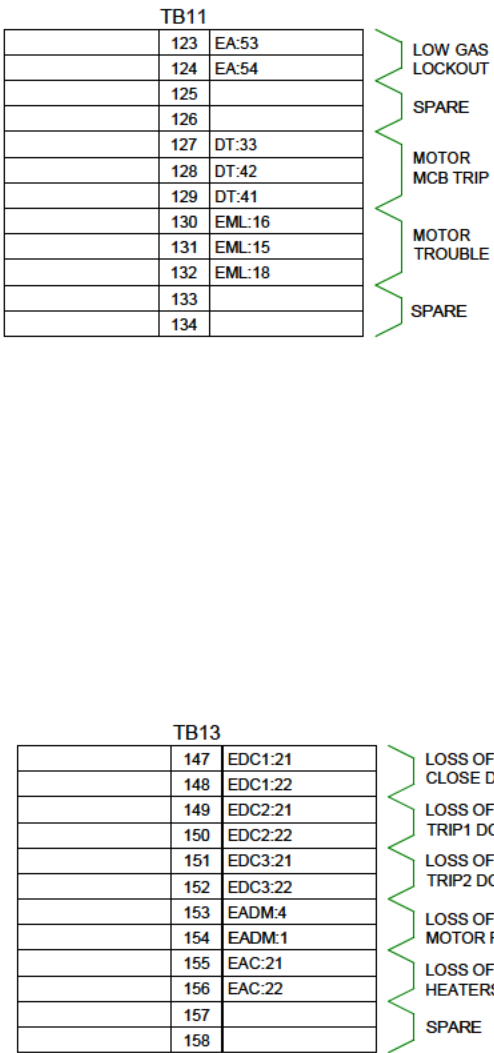
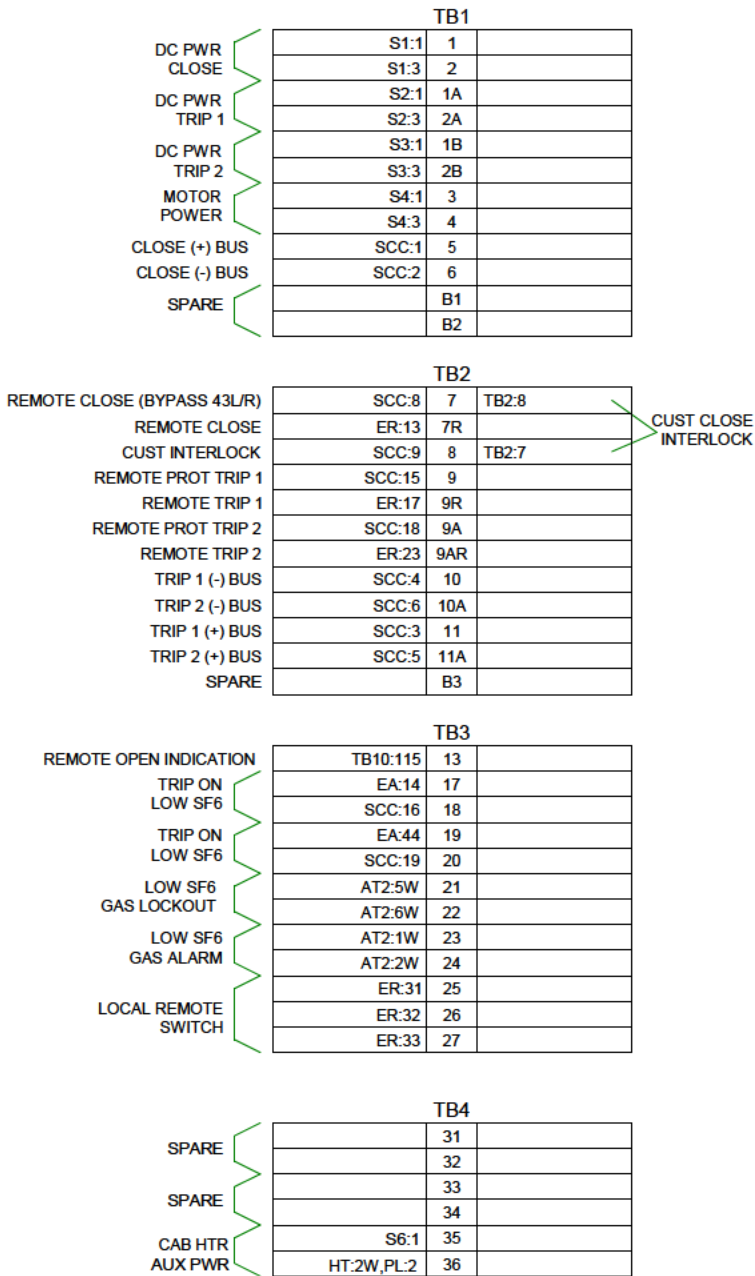
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TERMINAL BLOCK WIRING



- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
  - 2) AC WIRING TO BE 12GA GRAY SIS VW1
  - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
  - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
  - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
  - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

4

| REV.                          | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE       |
|-------------------------------|----------------------------------------------------|-----------|------------|------------|------------|
| 1                             | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022 |
| TERMINAL BLOCK WIRING DIAGRAM |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022 |
|                               |                                                    |           | DRAWN      | CHECKED    | DATE       |

|                                                                                                                                                   |  |  |                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|--|------------------------------------|--|
| CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |  |  | MATERIAL ID:<br>CCDT1-170FK-F1-001 |  |
| CUSTOMER EQ. No.:                                                                                                                                 |  |  | ORDER No.<br>359556                |  |
|  Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022     |  |  | DRAWING No.: E359556010            |  |
|                                                                                                                                                   |  |  | SHT 5 OF 13                        |  |

A

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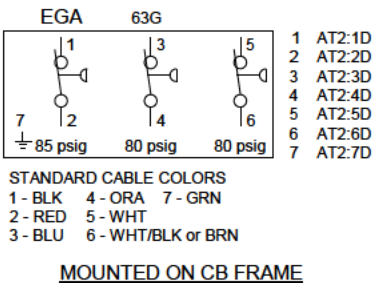
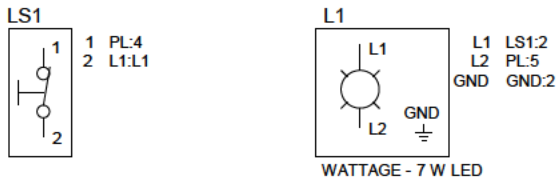
D

A

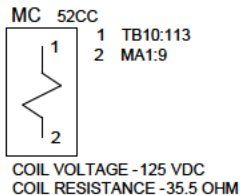
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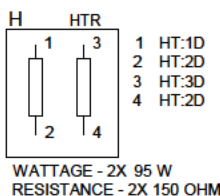
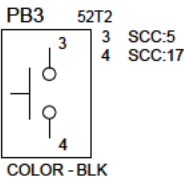
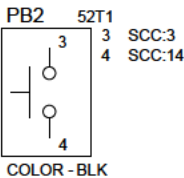
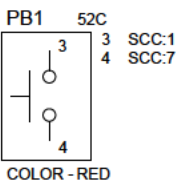
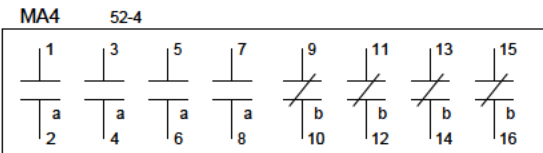
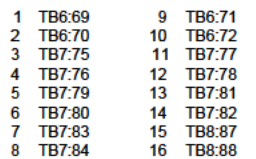
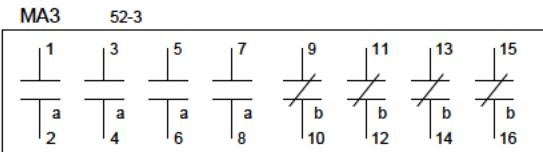
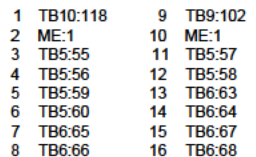
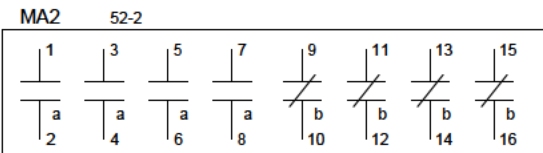
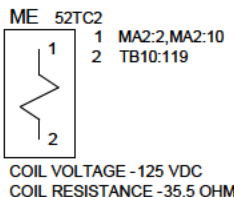
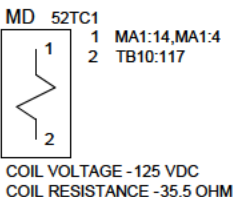
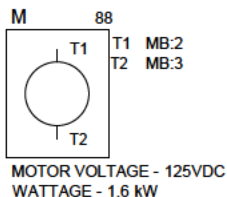
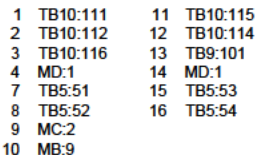
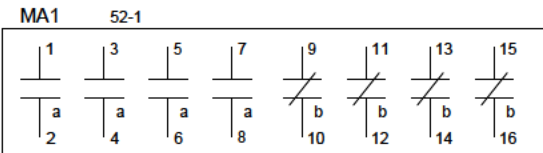
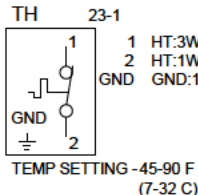
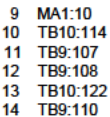
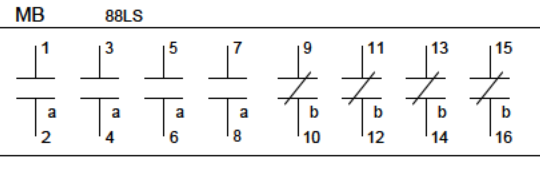


MECHANISM WIRING

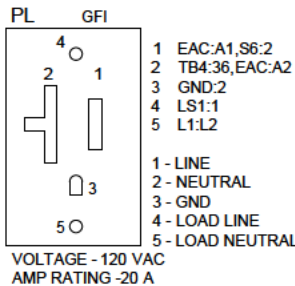
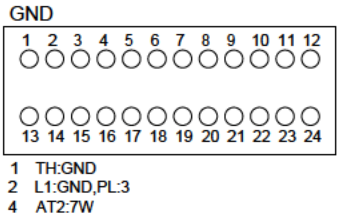


CONTROL STATION

| DECK | CONTACTS<br>FRONT END | SWITCH POSITION |        |
|------|-----------------------|-----------------|--------|
|      |                       | LOCAL           | REMOTE |
| 1    | 12                    | X               |        |
|      | 13                    |                 | X      |
|      | 16                    | X               | X      |
| 2    | 22                    | X               |        |
|      | 23                    |                 | X      |
|      | 26                    | X               | X      |
| 3    | 32                    | X               |        |
|      | 33                    |                 | X      |
|      | 36                    | X               | X      |



| HT      |    |    |           |
|---------|----|----|-----------|
| H:1     | 1D | 1W | TH:2      |
| H:4,H:2 | 2D | 2W | TB4:36    |
| H:3     | 3D | 3W | S6:2,TH:1 |
|         | 4D | 4W |           |
|         | 5D | 5W |           |
|         | 6D | 6W |           |



- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
  - 2) AC WIRING TO BE 12GA GRAY SIS VW1
  - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
  - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
  - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
  - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

| REV.                                         | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE       |
|----------------------------------------------|----------------------------------------------------|-----------|------------|------------|------------|
| 1                                            | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022 |
| MECHANISM AND CONTROL STATION WIRING DIAGRAM |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022 |
|                                              |                                                    |           | DRAWN      | CHECKED    | DATE       |

|                                                                                                                                                   |  |                                    |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------|--|
| CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |  | MATERIAL ID:<br>CCDT1-170FK-F1-001 |  |
| CUSTOMER EQ. No.:                                                                                                                                 |  | ORDER No.<br>359556                |  |
| Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022                                                                                           |  | DRAWING No.: E359556010            |  |
|                                                                                                                                                   |  | SHT 6 OF 13                        |  |

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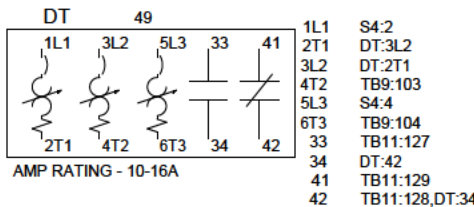
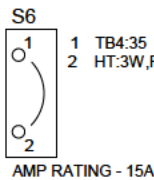
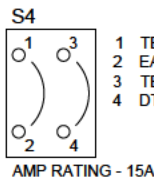
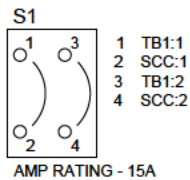
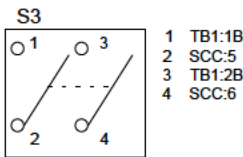
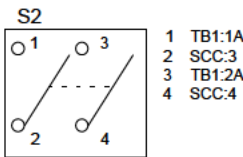
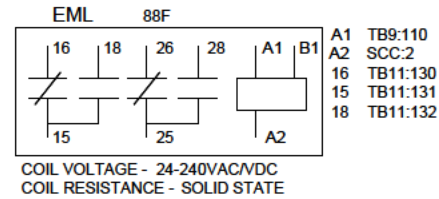
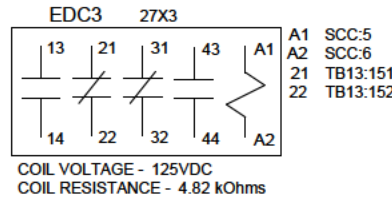
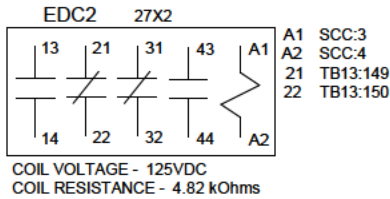
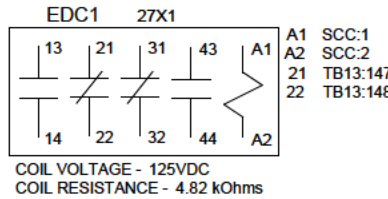
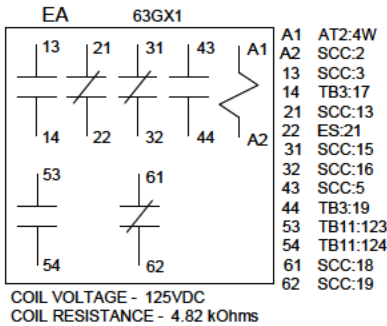
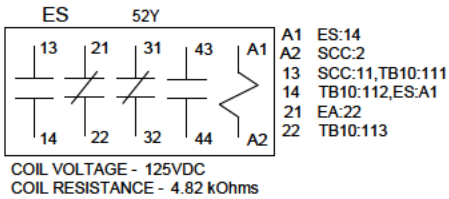
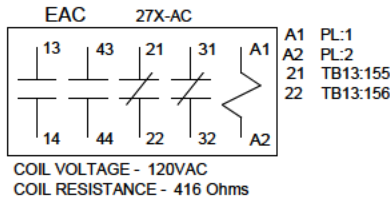
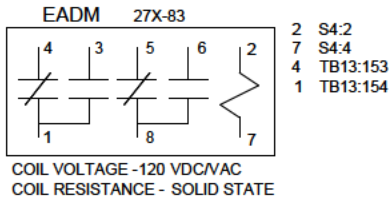
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|     |    |                                                |
|-----|----|------------------------------------------------|
| SCC | 1  | PB1:3,AT2:3W,EDC1:A1,TB9:10B,TB1:5,S1:2        |
|     | 2  | EDC1:A2,TB10:114,TB1:6,EA:A2,EML:A2,ES:A2,S1:4 |
|     | 3  | EA:13,PB2:3,EDC2:A1,TB2:11,S2:2                |
|     | 4  | TB10:117,TB2:10,EDC2:A2,S2:4                   |
|     | 5  | EA:43,PB3:3,EDC3:A1,TB2:11A,S3:2               |
|     | 6  | TB2:10A,TB10:119,EDC3:A2,S3:4                  |
|     | 7  | ER:11,PB1:4                                    |
|     | 8  | TB2:7,ER:12                                    |
|     | 9  | SCC:10,TB2:8                                   |
|     | 10 | SCC:11,SCC:9                                   |
|     | 11 | ES:13,SCC:10                                   |
|     | 12 | SCC:13                                         |
|     | 13 | EA:21,SCC:12                                   |
|     | 14 | PB2:4,ER:15                                    |
|     | 15 | TB2:9,ER:16,EA:31                              |
|     | 16 | EA:32,TB3:18,TB10:116                          |
|     | 17 | PB3:4,ER:21                                    |
|     | 18 | EA:61,TB2:9A,ER:22                             |
|     | 19 | TB3:20,TB10:118,EA:62                          |



| AT2    |    |    |       |
|--------|----|----|-------|
| TB3:23 | 1W | 1D | EGA:1 |
| TB3:24 | 2W | 2D | EGA:2 |
| SCC:1  | 3W | 3D | EGA:3 |
| EA:A1  | 4W | 4D | EGA:4 |
| TB3:21 | 5W | 5D | EGA:5 |
| TB3:22 | 6W | 6D | EGA:6 |
| GND:4  | 7W | 7D | EGA:7 |

- NOTES:
- 1) DC WIRING TO BE 14GA GRAY SIS VW1
  - 2) AC WIRING TO BE 12GA GRAY SIS VW1
  - 3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
  - 4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
  - 5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
  - 6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

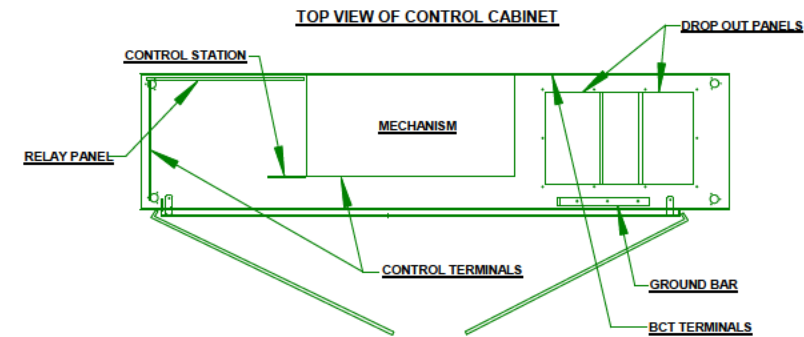
|                            |                                                    |           |            |            |            |                                                                                                                                                   |                         |                                        |
|----------------------------|----------------------------------------------------|-----------|------------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------------|
|                            |                                                    |           |            |            |            | CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |                         | MATERIAL ID:<br><br>CCDT1-170FK-F1-001 |
|                            |                                                    |           |            |            |            |                                                                                                                                                   |                         | ORDER No.<br>359556                    |
| 1                          | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022 |                                                                                                                                                   |                         |                                        |
| REV.                       | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE       | CUSTOMER EQ. No.:                                                                                                                                 |                         |                                        |
| RELAY PANEL WIRING DIAGRAM |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022 |  Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022     | DRAWING No.: E359556010 | SHT 7 OF 13                            |
|                            |                                                    |           | DRAWN      | CHECKED    | DATE       |                                                                                                                                                   |                         |                                        |

A

B

C

D

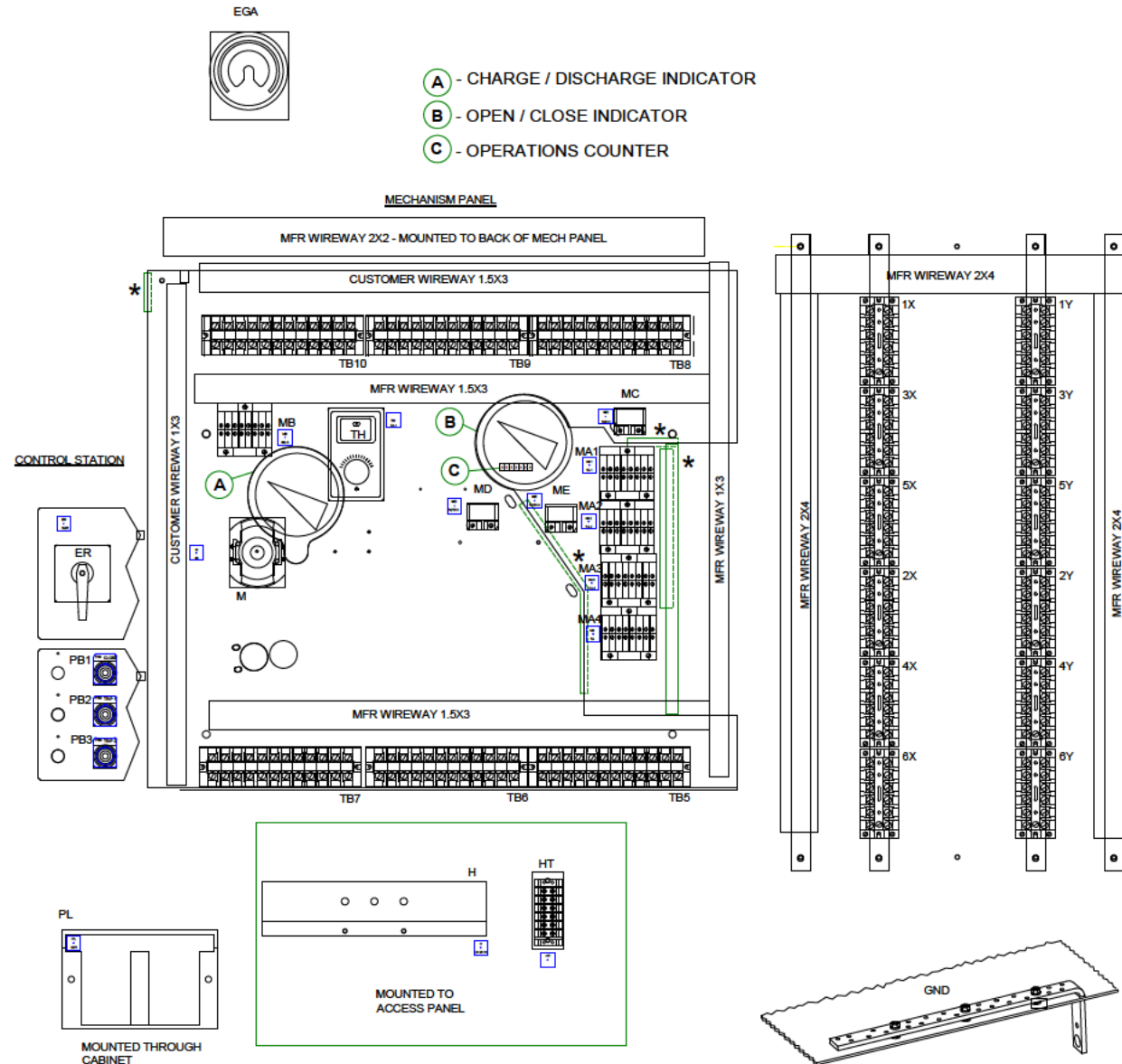
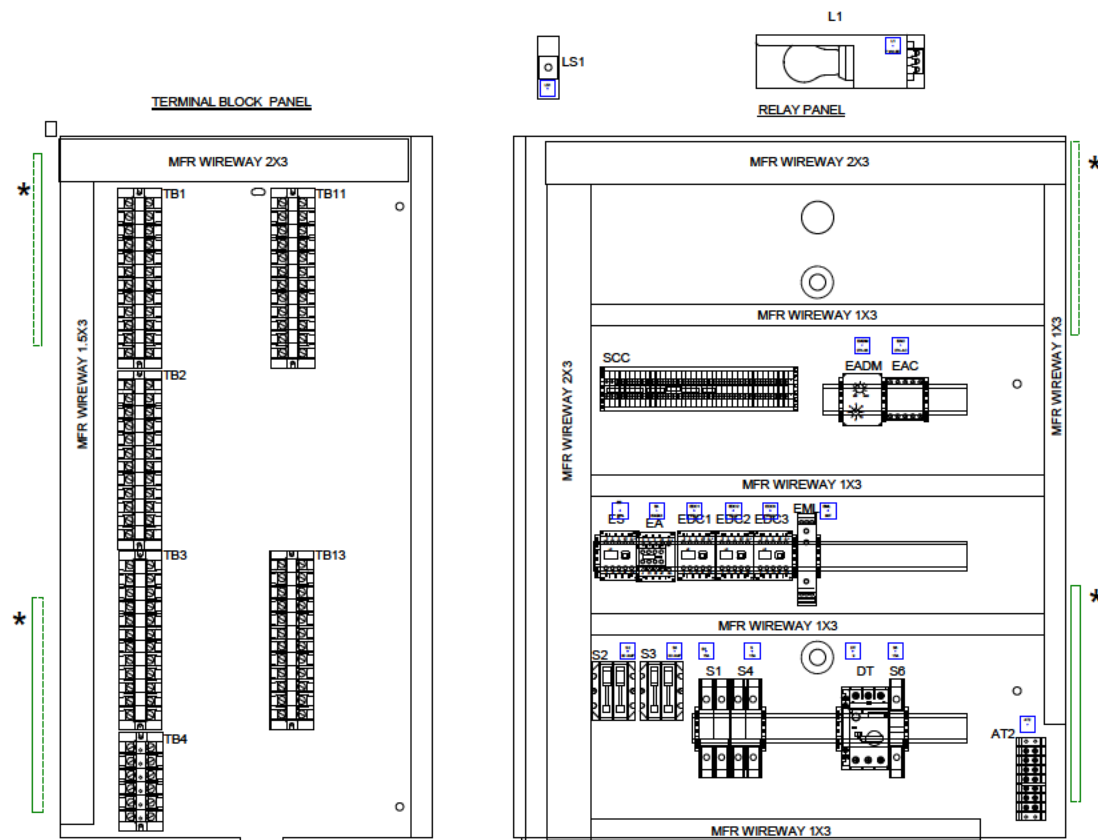


MANUFACTURING NOTES:  
1) DEVICES TO BE MARKED WITH ENGRAVED PLASTIC TAGS.  
2) DIN RAIL TO BE PER SPEC 1\_415\_881.  
3) POSITION INDICATOR TAGS ATTACHED WITH STAINLESS STEEL SCREWS.  
4) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR.  
5) MECHANISM OPERATION COUNTER TO INCREMENT ON CB OPENING.

EGA



- A - CHARGE / DISCHARGE INDICATOR
- B - OPEN / CLOSE INDICATOR
- C - OPERATIONS COUNTER



A

B

C

D

1

2

3

4

1

2

3

4

| ITEM | QTY | SAP #           | MFR #               | MFR                      | DESCRIPTION                                            | DEVICE ID                                       |
|------|-----|-----------------|---------------------|--------------------------|--------------------------------------------------------|-------------------------------------------------|
| 001  | 002 | CC410504-017    | EB25B12             | GENERAL ELECTRIC         | TERMINAL BLOCK 12PT                                    | TB11, TB13                                      |
| 002  | 003 | CC410504-017    | EB25B12             | GENERAL ELECTRIC         | TERMINAL BLOCK 12PT                                    | TB1, TB2, TB3                                   |
| 003  | 001 | CC410504-019    | EB25B06             | GENERAL ELECTRIC         | TERMINAL BLOCK 6PT                                     | TB4                                             |
| 004  | 012 | CC410504-003    | EB27B06S            | GENERAL ELECTRIC         | TERMINAL BLOCK 6PT, SHORTING                           | 2Y, 3X, 3Y, 4X, 4Y, 5X, 5Y, 6X, 6Y, 1X, 1Y, 2X  |
| 005  | 001 | CC410629-011    | 24203D 10D2L24A     | ELECTROSWITCH            | CONTROL SWITCH, LOCAL/REMOTE 3 STAGE                   | ER                                              |
| 006  | 001 | CC410632-019    | 1-410-632-P19       | GRID SOLUTIONS           | CABINET LIGHT                                          | L1                                              |
| 007  | 001 | CC417123-001    | E69-30A             | CHERRY                   | DOOR SWITCH, 10A, 125/250VAC                           | LS1                                             |
| 008  | 001 | CC410634-009    | TSA901              | ELECTROMODE              | ADJUSTABLE THERMOSTAT 45-90F (7-32C)                   | TH                                              |
| 009  | 002 | CC410635-009    | 202-AW              | STATES                   | KNIFE SWITCH 2 POLE                                    | S2, S3                                          |
| 010  | 001 | CC410640-101    | TP7018              | THEPITT                  | RECEPTACLE, ENCLOSURE                                  | TH                                              |
| 011  | 001 | CC410640-019    | IH3-1               | THOMAS & BETTS / RED DOT | RECEPTACLE, ENCLOSURE                                  | PL                                              |
| 012  | 001 | CC410640-031    | BWFFG-1BCV          | HUBBELL                  | RECEPTACLE, WEATHERPROOF COVER                         | PL                                              |
| 013  | 001 | CC410640-005    | GF5352A             | HUBBELL                  | RECEPTACLE, GFI, 120VAC, 20A, NEMA 5-20R               | PL                                              |
| 014  | 010 | CC410641-073    | CLIPFIX35-5         | PHOENIX                  | END CLAMP                                              | END10, END33, END34, END35, END36, END37, END38 |
| 000  | 000 |                 |                     |                          |                                                        | END39, END40, END41                             |
| 015  | 001 | CC410749-206    | CS8-22Z-120         | SPRECHER + SCHUH         | CONTROL RELAY 2NO 2NC (120 VAC)                        | EAC                                             |
| 016  | 001 | CC410749-091    | PF083A              | UNIVERSAL ELECTRONIC     | RELAY SOCKET, 8 PIN, FOR USE WITH CLIP                 | EADM                                            |
| 017  | 002 | CC410749-093    | 100054275           | DIVERSIFIED              | RETAINER CLIP FOR P91 BASE, BASE TYPE                  | EADM, EADM                                      |
| 018  | 001 | CC413999-004    | CIR409NYXX 120VAC   | CHROMALOX                | ANTICONDENSATION HEATER ASSY 120VAC                    | H                                               |
| 019  | 001 | CC416206-004    | 1-416-206-P4        | GRID SOLUTIONS           | TERMINAL BLOCK COVER AUX 6PT                           | 8                                               |
| 020  | 001 | CC416868-001    | 1-416-868-P1        | GRID SOLUTIONS           | PUSH BUTTON / IND LITE BRACKET                         | 17                                              |
| 021  | 001 | CC416868-002    | 1-416-868-P2        | GRID SOLUTIONS           | CONTROL SWITCH BRACKET                                 | 18                                              |
| 022  | 001 | CC417056-001    | 1-417-056-P1        | GRID SOLUTIONS           | SWITCH BRACKET                                         | LS1                                             |
| 023  | 001 | CC417294-006    | 1-417-294-G6        | GRID SOLUTIONS           | SPRING CHARGE MOTOR FOR FK3-1/131 MECHANISM            | M                                               |
| 024  | 001 | CC990024-008    | 2-990-024-P8        | WIKA                     | DENSITY MONITOR (98.6,85,80) PSIG-BAR SCALE - PURE SF6 | EGA                                             |
| 025  | 001 | CC990035-001    | 2-990-035-P1        | GRID SOLUTIONS           | MECHANISM PANEL                                        | PAN11                                           |
| 026  | 001 | CC990156-003    | 2-990-156-P3        | GRID SOLUTIONS           | DT72.5 RELAY PANEL, VERSION 3                          | PAN17                                           |
| 027  | 004 | CC991268-001    | 2-991-268-P1        | GRID SOLUTIONS           | 6PT TB MOUNTING STRIP-NEW                              | PAN12, PAN13, PAN14, PAN15                      |
| 028  | 001 | CC410748-001    | TB206               | BUSSMANN                 | AUX. TERMINAL BLOCK, 6 PT                              | HT                                              |
| 029  | 001 | CC410748-003    | TB207               | BUSSMANN                 | AUX. TERMINAL BLOCK, 7 PT                              | AT2                                             |
| 030  | 001 | CC410749-401BR  | 300-C16N22ZD        | C3CONTROLS               | CONTROL RELAY 3NO 3NC (125 VDC)                        | EA                                              |
| 031  | 004 | CC410749-401BR  | 300-C16N22ZD        | C3CONTROLS               | CONTROL RELAY 2NO 2NC (125 VDC)                        | EDC1, EDC2, EDC3, ES                            |
| 032  | 001 | CC410749-422    | 300-CFA11           | C3CONTROLS               | AUXILIARY CONTACT 1NO 1NC                              | EA                                              |
| 033  | 001 | CC411123-011    | TR-60622-E-480      | MACROMATIC               | TIME DELAY RELAY 2 FORM "C" / 120 VDC/VAC              | EADM                                            |
| 034  | 002 | CC412198-060    | 2907594             | PHOENIX CONTACT          | MINIATURE CIRCUIT BREAKER, 2 POLE 15A                  | S1, S4                                          |
| 035  | 001 | CC412198-063    | 2907571             | PHOENIX CONTACT          | MINIATURE CIRCUIT BREAKER, 1 POLE 15A                  | S6                                              |
| 036  | 003 | CC413166-023    | WNO SER B           | C3CONTROLS               | PUSH BUTTON NO CONTACT, SER B                          | PB2, PB3, PB1                                   |
| 037  | 002 | CC413166-025    | W22PB-FK SER B      | C3CONTROLS               | PUSH BUTTON, BLK, 1NO                                  | PB2, PB3                                        |
| 038  | 001 | CC413166-026    | W22PB-FR SER B      | C3CONTROLS               | PUSH BUTTON, RED, 1NO                                  | PB1                                             |
| 039  | 001 | CC413652-201    | ETD-SL-1T-DTF       | PHOENIX CONTACT          | TIME DELAY RELAY, 2 FORM "C", 24-240VAC/VDC            | EML                                             |
| 040  | 001 | CC417125-005    | BPA15/CL/DW/500/LED | FEIT ELECTRIC            | LIGHT BULB 7W/120VAC, LED, CUL                         | L1                                              |
| 041  | 001 | CC966188-202    | 330-T25S2U16        | C3CONTROLS               | MOTOR CIRCUIT CONTROLLER, 10-16A                       | DT                                              |
| 042  | 001 | CC966188-204    | 330-SA11S25         | C3CONTROLS               | AUX CONTACT FOR MOTOR CIRCUIT CONTROLLER               | DT                                              |
| 043  | 001 |                 | GROUND_BAR          | GRID SOLUTIONS           | GROUND BAR, 24PT                                       | GND                                             |
| 044  | 003 | CC410504-017    | EB25B12             | GENERAL ELECTRIC         | TERMINAL BLOCK 12PT                                    | TB5, TB6, TB7                                   |
| 045  | 003 | CC410504-017    | EB25B12             | GENERAL ELECTRIC         | TERMINAL BLOCK 12PT                                    | TB10, TB8, TB9                                  |
| 046  | 003 | CC49.102.110-20 | 49.102.110-20       | GRID SOLUTIONS           | COIL (125 VDC)                                         | MC, MD, ME                                      |
| 047  | 005 | CC49.105.100-01 | 49.105.100-01       | GRID SOLUTIONS           | AUXILIARY SWITCH FK3-X                                 | MA1, MA2, MA3, MA4, MB                          |
| 048  | 001 | CC417925-002    | 1-417-925-G2        | GRID SOLUTIONS           | STANDARD CIRCUIT CONNECTOR                             | SCC                                             |

|                   |                                                    |  |           |            |            |                                                                                                                                                   |                                                                                       |                                                         |                         |
|-------------------|----------------------------------------------------|--|-----------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------|
|                   |                                                    |  |           |            |            | CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |                                                                                       | MATERIAL ID:<br><br>CCDT1-170FK-F1-001                  |                         |
|                   |                                                    |  |           |            |            |                                                                                                                                                   |                                                                                       | ORDER No.<br>359556                                     |                         |
| 1                 | Replaced control relays due to availability issues |  | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022                                                                                                                                        |                                                                                       |                                                         |                         |
| REV.              | DESCRIPTION                                        |  | ECN NO.   | DRAWN BY   | CHECKED    | DATE                                                                                                                                              | CUSTOMER EQ. No.:                                                                     |                                                         |                         |
| BILL OF MATERIALS |                                                    |  |           | W. Holt    | A. Lisitsa | 02/21/2022                                                                                                                                        |  | Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022 | DRAWING No.: E359556010 |
|                   |                                                    |  |           | DRAWN      | CHECKED    | DATE                                                                                                                                              |                                                                                       |                                                         |                         |

A

B

C

D

A

B

C

D

BCT WIRING

|       |     |  |    |     |       |
|-------|-----|--|----|-----|-------|
| 1X    |     |  | 1Y |     |       |
| 1X-X1 | 1X1 |  |    | 1Y1 | 1Y-X1 |
| 1X-X2 | 1X2 |  |    | 1Y2 | 1Y-X2 |
| 1X-X3 | 1X3 |  |    | 1Y3 | 1Y-X3 |
| 1X-X4 | 1X4 |  |    | 1Y4 | 1Y-X4 |
| 1X-X5 | 1X5 |  |    | 1Y5 | 1Y-X5 |
| GND   | GND |  |    | GND | GND   |

|       |     |  |    |     |       |
|-------|-----|--|----|-----|-------|
| 3X    |     |  | 3Y |     |       |
| 3X-X1 | 3X1 |  |    | 3Y1 | 3Y-X1 |
| 3X-X2 | 3X2 |  |    | 3Y2 | 3Y-X2 |
| 3X-X3 | 3X3 |  |    | 3Y3 | 3Y-X3 |
| 3X-X4 | 3X4 |  |    | 3Y4 | 3Y-X4 |
| 3X-X5 | 3X5 |  |    | 3Y5 | 3Y-X5 |
| GND   | GND |  |    | GND | GND   |

|       |     |  |    |     |       |
|-------|-----|--|----|-----|-------|
| 5X    |     |  | 5Y |     |       |
| 5X-X1 | 5X1 |  |    | 5Y1 | 5Y-X1 |
| 5X-X2 | 5X2 |  |    | 5Y2 | 5Y-X2 |
| 5X-X3 | 5X3 |  |    | 5Y3 | 5Y-X3 |
| 5X-X4 | 5X4 |  |    | 5Y4 | 5Y-X4 |
| 5X-X5 | 5X5 |  |    | 5Y5 | 5Y-X5 |
| GND   | GND |  |    | GND | GND   |

|       |     |  |    |     |       |
|-------|-----|--|----|-----|-------|
| 2X    |     |  | 2Y |     |       |
| 2X-X1 | 2X1 |  |    | 2Y1 | 2Y-X1 |
| 2X-X2 | 2X2 |  |    | 2Y2 | 2Y-X2 |
| 2X-X3 | 2X3 |  |    | 2Y3 | 2Y-X3 |
| 2X-X4 | 2X4 |  |    | 2Y4 | 2Y-X4 |
| 2X-X5 | 2X5 |  |    | 2Y5 | 2Y-X5 |
| GND   | GND |  |    | GND | GND   |

|       |     |  |    |     |       |
|-------|-----|--|----|-----|-------|
| 4X    |     |  | 4Y |     |       |
| 4X-X1 | 4X1 |  |    | 4Y1 | 4Y-X1 |
| 4X-X2 | 4X2 |  |    | 4Y2 | 4Y-X2 |
| 4X-X3 | 4X3 |  |    | 4Y3 | 4Y-X3 |
| 4X-X4 | 4X4 |  |    | 4Y4 | 4Y-X4 |
| 4X-X5 | 4X5 |  |    | 4Y5 | 4Y-X5 |
| GND   | GND |  |    | GND | GND   |

|       |     |  |    |     |       |
|-------|-----|--|----|-----|-------|
| 6X    |     |  | 6Y |     |       |
| 6X-X1 | 6X1 |  |    | 6Y1 | 6Y-X1 |
| 6X-X2 | 6X2 |  |    | 6Y2 | 6Y-X2 |
| 6X-X3 | 6X3 |  |    | 6Y3 | 6Y-X3 |
| 6X-X4 | 6X4 |  |    | 6Y4 | 6Y-X4 |
| 6X-X5 | 6X5 |  |    | 6Y5 | 6Y-X5 |
| GND   | GND |  |    | GND | GND   |

- CT WIRING NOTES:
- 1) LEADS TO BE TERMINATED WITH INSULATED TYPE LUGS.
  - 2) ALL CT LEADS ARE TO BE SHORTED BEFORE SHIPMENT. IF TERMINAL BLOCKS ARE NOT EQUIPPED WITH INTEGRATED SHORTING BARS - SHORTING TO BE ACCOMPLISHED WITH 10GA GRAY SIS VW1 WIRE JUMPERS. WHT-BLK-GND.  
(IF LEADS ARE NOT COLOR CODED SHORT THE FIRST LEAD-THE LAST LEAD-GROUND)
  - 3) ALL BCT LEADS ARE 10GA WIRE.
  - 4) ALL GROUND WIRES ARE 10GA GREEN SIS WIRE.

BCT NAMEPLATE

56

34

12

CT MFR: GENERAL ELECTRIC

|         |   |   |   |   |   |   |
|---------|---|---|---|---|---|---|
| BUSHING | 1 | 2 | 3 | 4 | 5 | 6 |
| UPPER   | X | X | X | X | X | X |
| LOWER   | Y | Y | Y | Y | Y | Y |

X1 X2 X3 X4 X5

RATIO: 1200:5MR  
ACCURACY: C800@1200:5  
FREQUENCY: 60Hz  
RATING FACTOR: 2.0  
ID #: CC417048-10015G  
POSITION: 1X ~ 6X, 1Y ~ 6Y

|       |        |
|-------|--------|
| X2-X3 | 100:5  |
| X1-X2 | 200:5  |
| X1-X3 | 300:5  |
| X4-X5 | 400:5  |
| X3-X4 | 500:5  |
| X2-X4 | 600:5  |
| X1-X4 | 800:5  |
| X3-X5 | 900:5  |
| X2-X5 | 1000:5 |
| X1-X5 | 1200:5 |

- BCT NAMEPLATE NOTES:
- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
  - 2) NAMEPLATE LOCATION: INTERNAL
  - 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1\_416\_218\_P3/4.
  - 4) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE  
CUSTOMER ORDER No.: 22200757  
SUBSTATION: SUBSTATION E  
SERIAL No.: 3595560010001

MATERIAL ID:  
CCDT1-170FK-F1-001

ORDER No.  
359556

CUSTOMER EQ. No.:



Grid Solutions  
One Power Lane  
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 10 OF 13

BCT WIRING DIAGRAM & NAMEPLATE

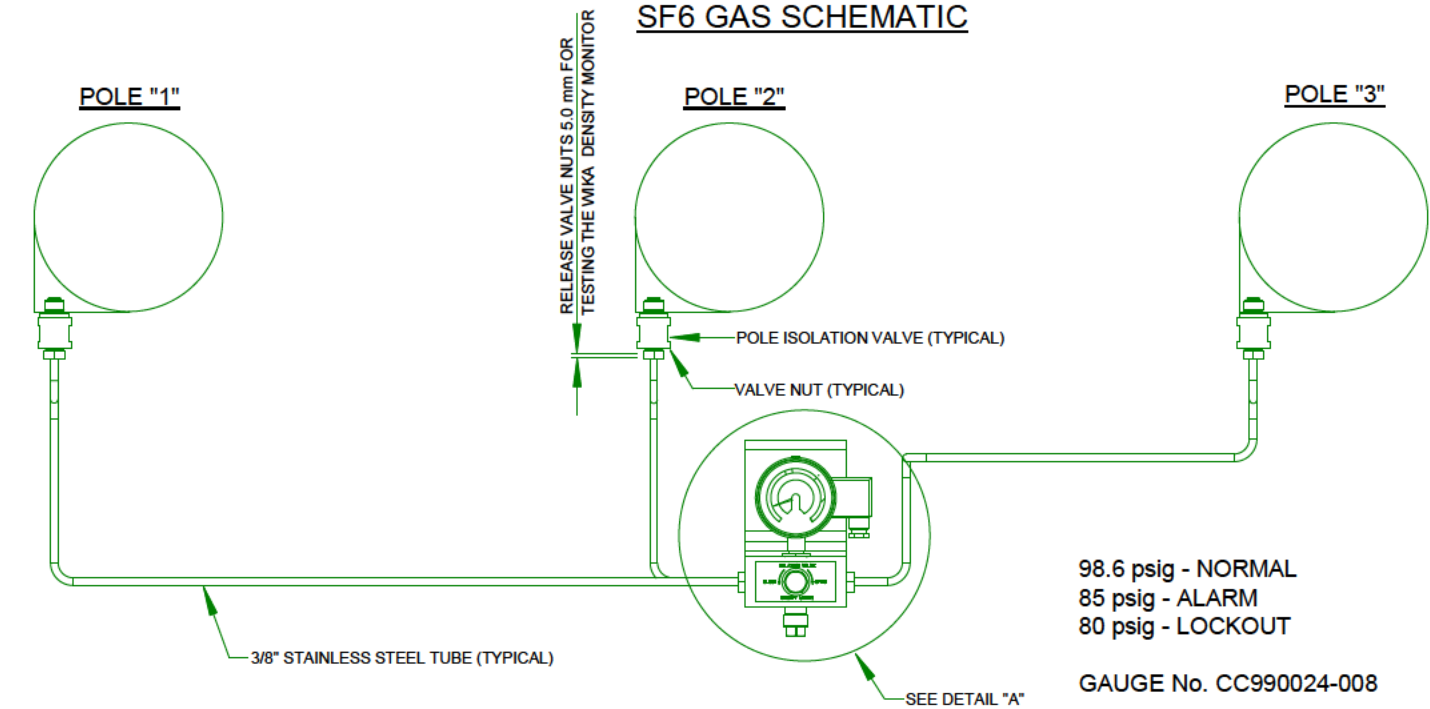
A

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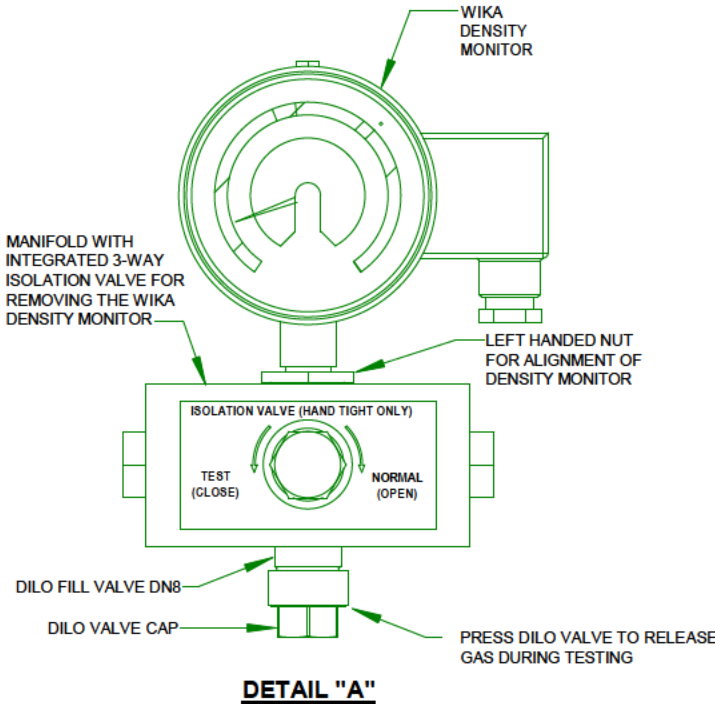
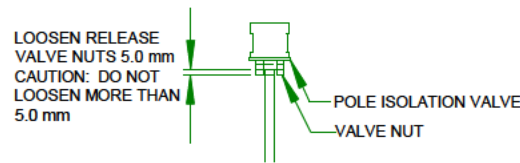
SF6 GAS SCHEMATIC



FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL



- NOTES:
- 1) ALL TUBING IS 3/8" STAINLESS.
  - 2) GAS SAMPLING CAN BE DONE THROUGH FILL VALVE.
  - 3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
  - 4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING

RATINGS NAMEPLATE

|                                                                                     |                          |                                                 |                              |                                                                   |
|-------------------------------------------------------------------------------------|--------------------------|-------------------------------------------------|------------------------------|-------------------------------------------------------------------|
|  | <u>TYPE:</u>             | DT1-170FK-40-F1                                 | <u>CUSTOMER P.O.:</u>        | 22200757                                                          |
|                                                                                     | <u>SERIAL NUMBER:</u>    |                                                 | <u>ORDER NUMBER:</u>         | 359556                                                            |
|                                                                                     | <u>MANUFACTURE DATE:</u> |                                                 | <u>PARTS LIST No.:</u>       | 359556-010                                                        |
|                                                                                     |                          |                                                 | <u>WIRING DIAGRAM:</u>       | E359556010                                                        |
|                                                                                     |                          |                                                 | <u>INSTRUCTION BOOK No.:</u> | IB-DT12FK                                                         |
| <u>RATED MAXIMUM VOLTAGE</u>                                                        | 170 kV                   | <u>RATED INTERRUPTING TIME</u>                  | 3.0 CYCLES                   | <u>SF6 PRESSURE (@ 20° C / 68° F)</u><br><u>RELATIVE PRESSURE</u> |
| <u>RATED VOLTAGE RANGE FACTOR (K)</u>                                               | 1.0                      | <u>RATED SHORT CIRCUIT CURRENT</u>              |                              | -NORMAL OPERATING PRESSURE                                        |
| <u>RATED FREQUENCY</u>                                                              | 60 Hz                    | -TERMINAL FAULT                                 | 40 kA                        | 98.6 psig                                                         |
| <u>DUTY CYCLE</u>                                                                   | O-0.3s-CO-15s-CO         | -90% SLF WITH 0nFL_g CAPACITANCE (WITHIN 100m)  | 40 kA                        | -LOW PRESSURE ALARM                                               |
| <u>RATED CONTINUOUS CURRENT</u>                                                     | 1200 A                   | -FIRST-POLE-TO-CLEAR FACTOR                     | 1.3                          | 85 psig                                                           |
| <u>CAPACITANCE CURRENT SWITCHING</u>                                                |                          | <u>TEMPERATURE RANGE</u>                        | -30° C to +50° C             | -MINIMUM PRESSURE                                                 |
| -VOLTAGE FACTOR                                                                     | 1.2                      | <u>SHORT CIRCUIT CURRENT WITHSTAND DURATION</u> | 3s                           | 80 psig                                                           |
| -LINE CHARGING                                                                      | 160 A                    | <u>% DC COMPONENT</u>                           | 51%                          | <u>WEIGHT OF GAS</u>                                              |
| -ISOLATED BANK                                                                      | 400 A                    | <u>FULL WAVE IMPULSE WITHSTAND</u>              | 750 kV                       | 76 lbs                                                            |
| -BACK-TO-BACK                                                                       | 400 A                    | <u>SWITCHING IMPULSE WITHSTAND</u>              |                              | <u>TOTAL WEIGHT</u>                                               |
| -INRUSH PEAK                                                                        | 20 kA                    | -TERMINAL-TO-GROUND                             | N/A                          | 5,065 lbs                                                         |
| -INRUSH FREQUENCY                                                                   | 4250 Hz                  | -TERMINAL-TO-TERMINAL                           | N/A                          | <u>MECHANISM TYPE</u>                                             |
| <u>OUT-OF-PHASE SWITCHING</u>                                                       | 10 kA                    |                                                 |                              | FK3-1/131 SPRING                                                  |
|                                                                                     |                          |                                                 |                              | <u>CONTROL VOLTAGE</u>                                            |
|                                                                                     |                          |                                                 |                              | -CLOSING 125VDC, 3.5A                                             |
|                                                                                     |                          |                                                 |                              | -TRIPPING (EACH) 125VDC, 3.5A                                     |
|                                                                                     |                          |                                                 |                              | -MOTOR 125VDC, 1.6kW                                              |
|                                                                                     |                          |                                                 |                              | -SPACE HEATER 120VAC, 190W                                        |
| ONE POWER LANE<br>CHARLEROI, PA 15022                                               |                          | GRID SOLUTIONS                                  |                              | DESIGNED AND<br>MANUFACTURED IN USA                               |

- RATINGS NAMEPLATE NOTES:
- 1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
  - 2) NAMEPLATE LOCATION: EXTERNAL
  - 3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1\_416\_218\_P1/P2
  - 4) MANUFACTURE DATE AND SERIAL NUMBER ARE TO BE FILLED IN BY NAMEPLATE VENDOR PRIOR TO ENGRAVING
  - 5) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE  
CUSTOMER ORDER No.: 22200757  
SUBSTATION: SUBSTATION E  
SERIAL No.: 3595560010001

MATERIAL ID:  
CCDT1-170FK-F1-001

ORDER No.  
359556

RATINGS NAMEPLATE - GAS SCHEMATIC

CUSTOMER EQ. No.:  
 Grid Solutions  
One Power Lane  
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 11 OF 13

A

B

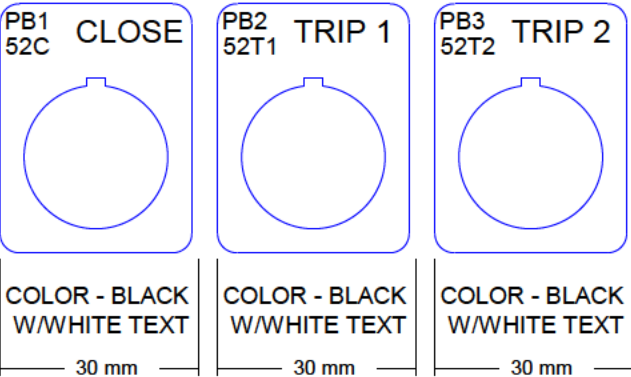
C

D

DEVICE TAGS

|                   |                   |                    |                  |                  |                     |                    |
|-------------------|-------------------|--------------------|------------------|------------------|---------------------|--------------------|
| AT2<br>•          | EA<br>•<br>63GX1  | DT<br>•<br>49      | ES<br>•<br>52Y   | H<br>•<br>2X95 W | HT<br>•             | L1<br>•<br>7 W LED |
| LS1<br>•          | M<br>•<br>88      | MA1<br>•<br>52-1   | MA2<br>•<br>52-2 | MA3<br>•<br>52-3 | MA4<br>•<br>52-4    | MB<br>•<br>88LS    |
| MC<br>•<br>52CC   | MD<br>•<br>52TC1  | ME<br>•<br>52TC2   | PL<br>•<br>GFI   | S1<br>•<br>15A   | S2<br>•<br>30 AMP   | S3<br>•<br>30 AMP  |
| S4<br>•<br>15A    | S6<br>•<br>15A    | TH<br>•<br>23-1    | EML<br>•<br>88F  | ER<br>•<br>43L/R | EADM<br>•<br>27X-83 | EDC1<br>•<br>27X1  |
| EDC2<br>•<br>27X2 | EDC3<br>•<br>27X3 | EAC<br>•<br>27X-AC |                  |                  |                     |                    |

DEVICE TAG NOTES:  
1) TAG MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS  
2) TAG DIMENSIONS AS PER FABRICATION  
DRAWING 1\_417\_376\_P1.



TERMINAL BLOCK MARKER STRIPS

|                               |               |                |                |                |                |                |                |                  |                  |                  |
|-------------------------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|------------------|------------------|
| TB1<br>1<br>○                 | TB2<br>7<br>○ | TB3<br>13<br>○ | TB5<br>51<br>○ | TB6<br>63<br>○ | TB7<br>75<br>○ | TB8<br>87<br>○ | TB9<br>99<br>○ | TB10<br>111<br>○ | TB11<br>123<br>○ | TB13<br>147<br>○ |
| 2<br>○                        | 7R<br>○       | 17<br>○        | 52<br>○        | 64<br>○        | 76<br>○        | 88<br>○        | 100<br>○       | 112<br>○         | 124<br>○         | 148<br>○         |
| 1A<br>○                       | 8<br>○        | 18<br>○        | 53<br>○        | 65<br>○        | 77<br>○        | 89<br>○        | 101<br>○       | 113<br>○         | 125<br>○         | 149<br>○         |
| 2A<br>○                       | 9<br>○        | 19<br>○        | 54<br>○        | 66<br>○        | 78<br>○        | 90<br>○        | 102<br>○       | 114<br>○         | 126<br>○         | 150<br>○         |
| 1B<br>○                       | 9R<br>○       | 20<br>○        | 55<br>○        | 67<br>○        | 79<br>○        | 91<br>○        | 103<br>○       | 115<br>○         | 127<br>○         | 151<br>○         |
| 2B<br>○                       | 9A<br>○       | 21<br>○        | 56<br>○        | 68<br>○        | 80<br>○        | 92<br>○        | 104<br>○       | 116<br>○         | 128<br>○         | 152<br>○         |
| 3<br>○                        | 9AR<br>○      | 22<br>○        | 57<br>○        | 69<br>○        | 81<br>○        | 93<br>○        | 105<br>○       | 117<br>○         | 129<br>○         | 153<br>○         |
| 4<br>○                        | 10<br>○       | 23<br>○        | 58<br>○        | 70<br>○        | 82<br>○        | 94<br>○        | 106<br>○       | 118<br>○         | 130<br>○         | 154<br>○         |
| 5<br>○                        | 10A<br>○      | 24<br>○        | 59<br>○        | 71<br>○        | 83<br>○        | 95<br>○        | 107<br>○       | 119<br>○         | 131<br>○         | 155<br>○         |
| 6<br>○                        | 11<br>○       | 25<br>○        | 60<br>○        | 72<br>○        | 84<br>○        | 96<br>○        | 108<br>○       | 120<br>○         | 132<br>○         | 156<br>○         |
| B1<br>○                       | 11A<br>○      | 26<br>○        | 61<br>○        | 73<br>○        | 85<br>○        | 97<br>○        | 109<br>○       | 121<br>○         | 133<br>○         | 157<br>○         |
| B2<br>○                       | B3<br>○       | 27<br>○        | 62<br>○        | 74<br>○        | 86<br>○        | 98<br>○        | 110<br>○       | 122<br>○         | 134<br>○         | 158<br>○         |
| P4 P4 P4 P4 P4 P4 P4 P4 P4 P4 |               |                |                |                |                |                |                |                  |                  | P5               |

TERMINAL MARKER STRIP NOTES:  
1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS  
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION  
DRAWING 1\_417\_376\_P... (SEE P#S FOR EACH STRIP)

BCT TERMINAL BLOCK MARKER STRIPS

|                |                |                |                |                |                |
|----------------|----------------|----------------|----------------|----------------|----------------|
| 1X<br>1X1<br>○ | 2X<br>2X1<br>○ | 3X<br>3X1<br>○ | 4X<br>4X1<br>○ | 5X<br>5X1<br>○ | 6X<br>6X1<br>○ |
| 1X2<br>○       | 2X2<br>○       | 3X2<br>○       | 4X2<br>○       | 5X2<br>○       | 6X2<br>○       |
| 1X3<br>○       | 2X3<br>○       | 3X3<br>○       | 4X3<br>○       | 5X3<br>○       | 6X3<br>○       |
| 1X4<br>○       | 2X4<br>○       | 3X4<br>○       | 4X4<br>○       | 5X4<br>○       | 6X4<br>○       |
| 1X5<br>○       | 2X5<br>○       | 3X5<br>○       | 4X5<br>○       | 5X5<br>○       | 6X5<br>○       |
| GND<br>○       | GND<br>○       | GND<br>○       | GND<br>○       | GND<br>○       | GND<br>○       |
| P8             | P8             | P8             | P8             | P8             | P8             |
| 1Y<br>1Y1<br>○ | 2Y<br>2Y1<br>○ | 3Y<br>3Y1<br>○ | 4Y<br>4Y1<br>○ | 5Y<br>5Y1<br>○ | 6Y<br>6Y1<br>○ |
| 1Y2<br>○       | 2Y2<br>○       | 3Y2<br>○       | 4Y2<br>○       | 5Y2<br>○       | 6Y2<br>○       |
| 1Y3<br>○       | 2Y3<br>○       | 3Y3<br>○       | 4Y3<br>○       | 5Y3<br>○       | 6Y3<br>○       |
| 1Y4<br>○       | 2Y4<br>○       | 3Y4<br>○       | 4Y4<br>○       | 5Y4<br>○       | 6Y4<br>○       |
| 1Y5<br>○       | 2Y5<br>○       | 3Y5<br>○       | 4Y5<br>○       | 5Y5<br>○       | 6Y5<br>○       |
| GND<br>○       | GND<br>○       | GND<br>○       | GND<br>○       | GND<br>○       | GND<br>○       |
| P8             | P8             | P8             | P8             | P8             | P8             |

BCT TERMINAL MARKER STRIP NOTES:  
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS  
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION  
DRAWING 1\_417\_376\_P... (SEE P#S FOR EACH STRIP)

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE  
CUSTOMER ORDER No.: 22200757  
SUBSTATION: SUBSTATION E  
SERIAL No.: 3595560010001

MATERIAL ID:  
CCDT1-170FK-F1-001

ORDER No.  
359556

1 Replaced control relays due to availability issues

226888915

N. BUZZARD

W. HOLT

05/31/2022

REV. DESCRIPTION

ECN NO.

DRAWN BY

CHECKED

DATE

CUSTOMER EQ. No.:

DEVICE TAGS

W. Holt

A. Lisitsa

02/21/2022

DRAWN

CHECKED

DATE



Grid Solutions  
One Power Lane  
Charleroi, PA 15022

DRAWING No.: E359556010

SHT 12 OF 13

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D

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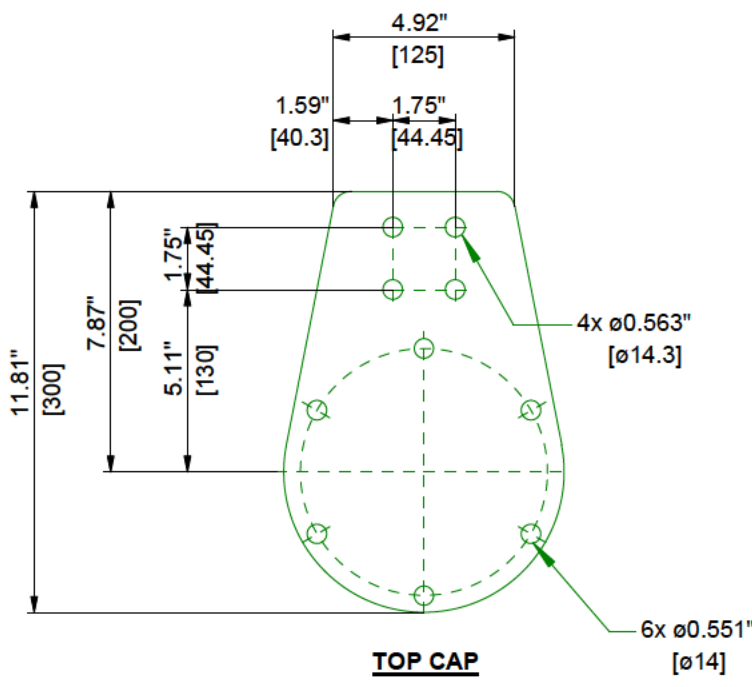
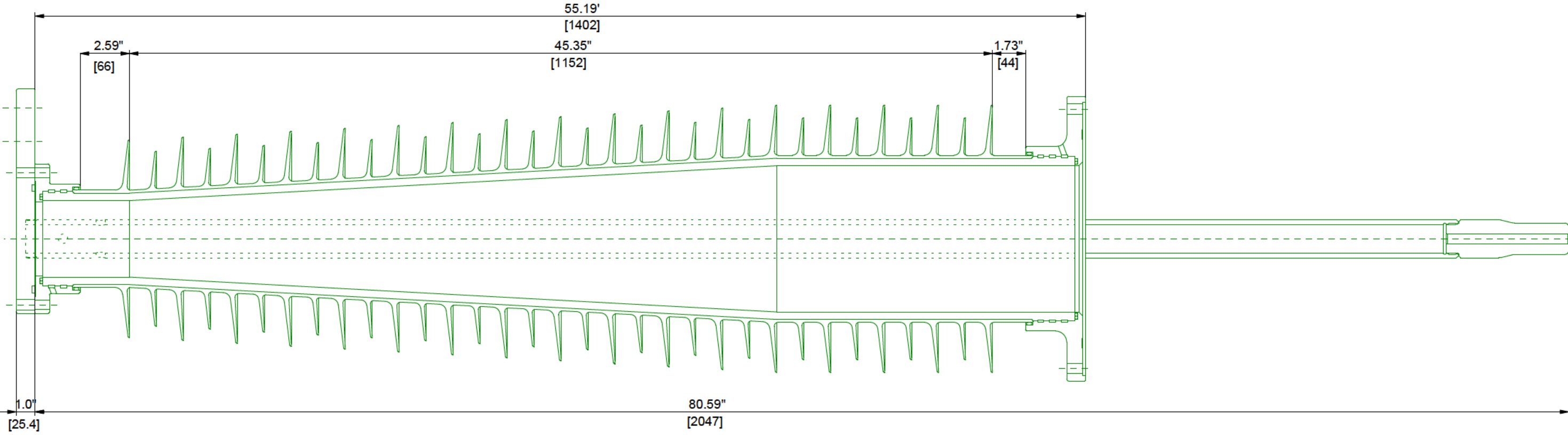
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4



**BUSHING DATA**  
MATERIAL: COMPOSITE  
CREEP DISTANCE, MIN.: 4505 mm / 177.4"  
STRIKE DISTANCE, MIN.: 1305 mm / 51.4"  
BIL: 750 kV  
COLOR: ANSI 70 GRAY  
HIGH VOLTAGE CONNECTION: ALUMINUM, TIN PLATED - NEMA 4 - THROUGH HOLE

|                 |                                                    |           |            |            |                                                                                                                                                   |                                                                                                                                                                    |                                    |
|-----------------|----------------------------------------------------|-----------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
|                 |                                                    |           |            |            | CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE<br>CUSTOMER ORDER No.: 22200757<br>SUBSTATION: SUBSTATION E<br>SERIAL No.: 3595560010001 |                                                                                                                                                                    | MATERIAL ID:<br>CCDT1-170FK-F1-001 |
|                 |                                                    |           |            |            | ORDER No.<br>359556                                                                                                                               |                                                                                                                                                                    |                                    |
| 1               | Replaced control relays due to availability issues | 226888915 | N. BUZZARD | W. HOLT    | 05/31/2022                                                                                                                                        | CUSTOMER EQ. No.:<br> Grid Solutions<br>One Power Lane<br>Charleroi, PA 15022 |                                    |
| REV.            | DESCRIPTION                                        | ECN NO.   | DRAWN BY   | CHECKED    | DATE                                                                                                                                              |                                                                                                                                                                    |                                    |
|                 |                                                    |           | W. Holt    | A. Lisitsa | 02/21/2022                                                                                                                                        |                                                                                                                                                                    |                                    |
| BUSHING OUTLINE |                                                    |           | DRAWN      | CHECKED    | DATE                                                                                                                                              | DRAWING No.: E359556010                                                                                                                                            | SHT 13 OF 13                       |

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## Field Services T&M Offer for GE Vernova (GEV) SF6 Circuit Breakers (CBR)

The following services are not included in the base price of the circuit breakers. All prices are in US Dollars and are valid for field work performed in the United States. Some GEV services, as indicated, are mandatory to maintain the CBR warranty.

**TABLE 1 – Circuit Breaker Erection & Commissioning - Estimated duration (in days) per activity for 1x GEV field technician**

| Scope of work                                                            | DT1-38 to DT1-245<br>GL309, GL312 | DT1-362, GL314 | GL314BPS         | GL315, GL317     | GL318            | DT2-550          | DT2-800          |
|--------------------------------------------------------------------------|-----------------------------------|----------------|------------------|------------------|------------------|------------------|------------------|
| Supervision of erection of bushings and live parts on CBR <sup>(1)</sup> |                                   |                | 2 <sup>(1)</sup> | 5 <sup>(1)</sup> | 6 <sup>(1)</sup> | 3 <sup>(1)</sup> | 3 <sup>(1)</sup> |
| Gas filling                                                              | 1                                 | 1              |                  |                  |                  | 2                | 3                |
| Supervision of commissioning <sup>(2)</sup>                              |                                   | 2              | 1                | 2                | 2                | 2                | 2                |
| Point on wave (POW) controller commissioning <sup>(3)</sup>              | 1                                 | 2              | 2                | 2                | 2                | 2                | 2                |

(1) For all GEV CBR shipped not fully assembled, a GEV technician must supervise the erection of the bushings or live parts to maintain the factory warranty.

(2) An additional mobilization might be required if the Customer is not ready to commission right after the installation.

(3) Commissioning days are based on the Customer filling the GEV provided Mission Sheet prior to mobilization. Otherwise, account for one extra day on site per POW Controller.

**TABLE 2 - GEV 2026 Rates (to be invoiced in Time and Material basis)**

| Item | Service Description                                                             | Price(USD) |
|------|---------------------------------------------------------------------------------|------------|
| 1    | Roundtrip Travel (mobilization-demobilization) (T&L included)                   | 6,750      |
| 2    | Daily rate (Weekdays) – 10hrs/day (T&L included)                                | 5,250      |
| 3    | Daily rate for weekends and Holidays – 10hrs/day (T&L included)                 | 6,250      |
| 4    | Hourly rate past 10 hours per day                                               | 375        |
| 5    | Idle days (non-working days) (T&L included)                                     | 3,000      |
| 6    | Subcontractors and tools & test equipment shipment to be invoiced at cost + 20% | TBD        |

\*T&L = Travel and Living

**TABLE 3 - Tools and test equipment required**

| Tools & Test Equipment                       | Needed for Erection | Needed for Gas filling | Needed for Commissioning | Needed for POW |
|----------------------------------------------|---------------------|------------------------|--------------------------|----------------|
| Circuit Breaker Timer 3-phase <sup>(1)</sup> |                     |                        | X                        | X              |
| 100 Amp Micro-Ohmmeter <sup>(1)</sup>        |                     |                        | X                        |                |
| Man Lift <sup>(2)</sup>                      | X                   |                        | X                        | X              |
| Crane with Operator <sup>(2)</sup>           | X                   |                        |                          |                |
| Vacuum Pump and/or Gas Cart <sup>(2)</sup>   |                     | X                      |                          |                |

(1) Included in daily rates. For transport add cost +20%

(2) Available at extra cost, upon demand

**Notes:**

- Scope of work durations are estimated and provide an approximate duration to complete the required scope of work. The durations depend on the Customer's crew capabilities and availability to execute the work under the supervision of a GEV field technician. Final invoice will be based on actual number of days and trips and invoiced in Time and Material (T&M).
- GEV reserves the right to modify the Roundtrip Travel Rate if the site is located more than 2 hours' drive from an airport with commercial service.
- Delays due to weather conditions, union conflicts or any delays outside of GEV's control are not GEV's responsibility and will be invoiced using Table 2 rates.
- A minimum of 6-8 weeks' notice is expected for preparation and on-site mobilization.
- GEV may suspend performance or evacuate its personnel, at any time, without liability, if it reasonably believes its personnel are at risk.
- Customer agrees to properly dispose of all toxic substances, hazardous substances, batteries, or hazardous waste encountered by GEV at site and of those produced by GEV during the performance of the contract/PO.
- In the event of cancellation or rescheduling, all costs incurred, such as plane tickets, will be charged at cost + 20%. If cancellation occurs 2 weeks before mobilization, a fixed cancellation fee of 2,500\$ shall be charged to the Customer.
- Civil work, excavation, cabling, connection to the substation ground grid or HV buses is not included.
- Specific site safety orientation & trainings hours shall be invoiced using Table 2 rates.
- Estimation of durations doesn't include MOV (Metal Oxide Varistor) surge arrester installation. For MOV installation add an extra day for the supervision of erection.
- TURNKEY option available – Contact GEV for more information
- Formal training classes are available – Contact GEV for more information
- This sale of any service, parts and products, and the integration thereof, ordered by [Company] is expressly conditioned upon GE's Terms and Conditions, ESY104. Any additional or different terms and conditions set forth in [Company]'s purchase order or other communication are expressly objected to and will not be binding upon Seller unless specifically agreed to in writing by an authorized GE employee.
- Any purchase order sent to GEV based on this T&M offer shall be expressly conditioned upon GEV's Terms and Conditions, ESY104. Any additional or different terms and conditions set forth in the Customer's purchase order or other communication are expressly objected to and will not be binding upon GEV unless specifically agreed to in writing by an authorized GEV employee.

**For additional information & firm quotes on GEV Services, please contact 24/7 +1-866-837-7170 or by email on [NAM\\_Service@gevernova.com](mailto:NAM_Service@gevernova.com)**

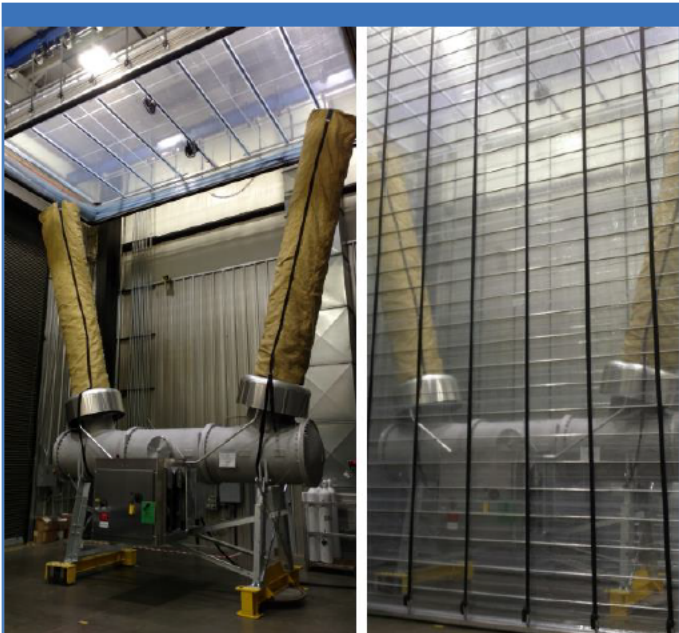
# SF<sub>6</sub> Gas Tightness Testing System

GE's Grid Solutions has perfected its industry leading production testing system for every 38kV through 550kV kV dead tank circuit breaker produced in our Charleroi, Pennsylvania factory. The system not only confirms SF<sub>6</sub> gas tightness and also quantifies the exact emission rate, with accuracy of 0.2 grams/year,

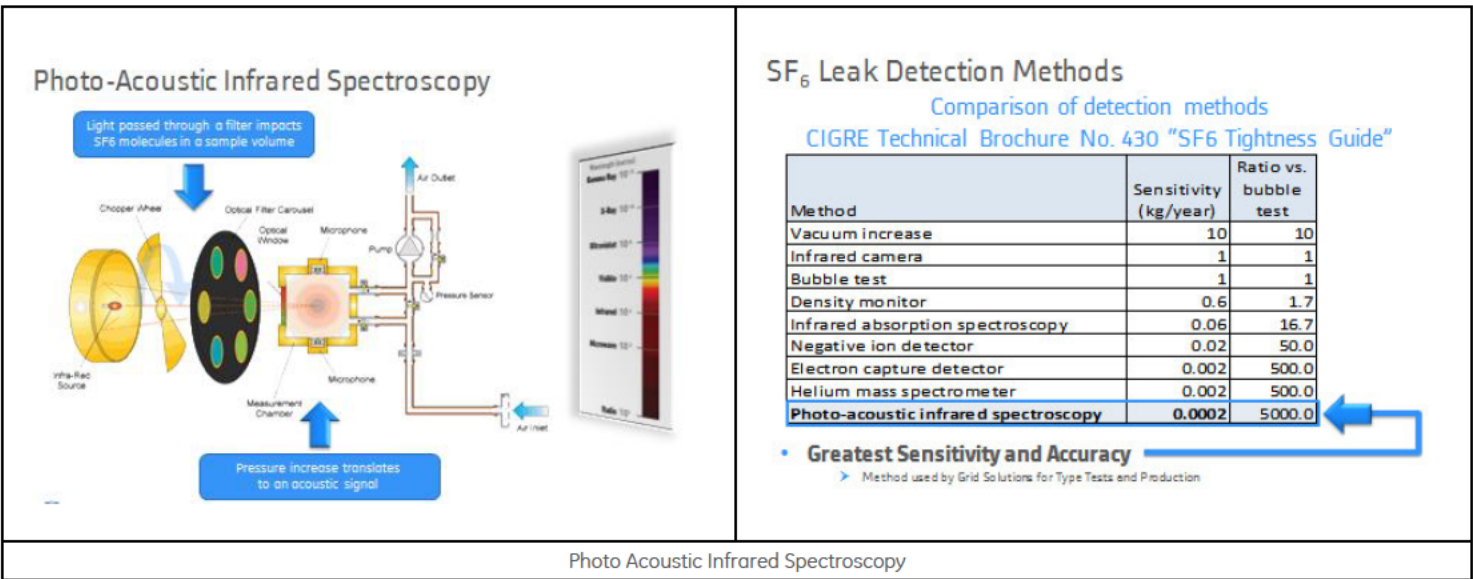
Grid Solutions' proprietary technology utilizes photo-acoustic infrared spectroscopy which is the highest possible sensitivity method for leak detection.

## Our technology provides:

- Sensitivity **5,000 times greater** than "bubble" test or infrared camera.
- **Sensitivity 10 ten times** greater than helium mass spectrometer method with accuracy of 0.2 grams per year compared to 2 grams per year.
- Every breaker produced is **tested fully assembled with bushings installed** (as-delivered condition for domestic delivery) while helium mass spectrometer only tests smaller components such as castings.
- **High accuracy measurement** of less than 0.5% per year emission rate in a routine production test environment.



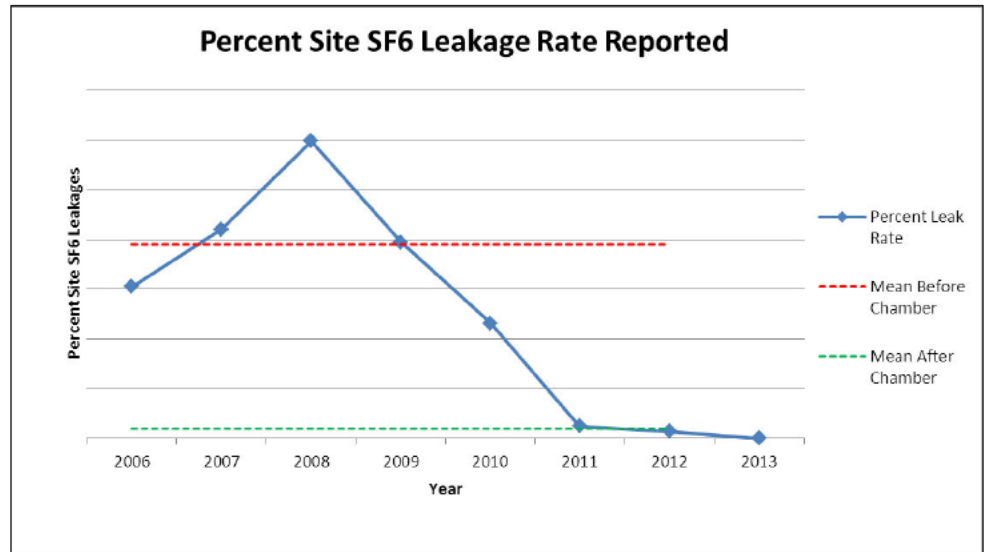
550 kV Dead Tank  
Volumetric Tightness Testing



## SF<sub>6</sub> Emissions Reductions

Every dead tank circuit breaker produced in the Charleroi, Pennsylvania factory from 38kV to 550kV is tested with Grid Solutions' proprietary technology in use since 2010 at this site.

The graph shown to the right illustrates the dramatic improvement realized after implementation of 72.5kV production testing.

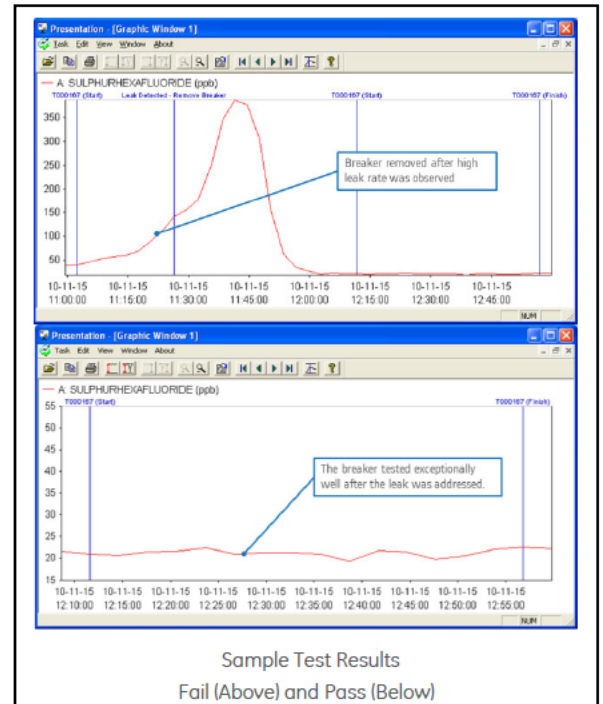


## Multiple systems for High Volume Production

Multiple systems allow for high efficiency testing of every fully assembled dead tank circuit breaker from 38kV to 550kV. The systems are scaled to allow for highly accurate measurements as an automated routine production test.



Production Testing (Shown with Chamber Doors Open)  
362kV (Left), 145kV (Center), 72.5kV (Right)



Grid Solutions' commitment to reducing SF<sub>6</sub> emissions extends from our robust designs with high grade gaskets to testing and certification. Our continuing efforts provide for quantifiable reduction in SF<sub>6</sub> emissions for our customers resulting in industry leading reliability and lower cost of maintenance.

[GEGridSolutions.com](http://GEGridSolutions.com)

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imagination at work

# HIGH VOLTAGE CIRCUIT BREAKERS

| PRODUCT                                                                                                                                     | RATING                                                                                                                             | FEATURES                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p><b>DT1-38FK-40-F1</b></p>                               | <ul style="list-style-type: none"> <li>• Up to 38 kV</li> <li>• 1200 A to 3000 A</li> <li>• 40 kA, 3 cycles</li> </ul>             | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> </ul>                                                                                         |
|  <p><b>DT1-72.5FK-40-F1</b></p>                             | <ul style="list-style-type: none"> <li>• 72.5 kV</li> <li>• 1200 A to 3000 A</li> <li>• 40 kA, 3 cycles</li> </ul>                 | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> </ul>                                                                                         |
|  <p><b>DT1-72.5FK-40-F3</b></p>                             | <ul style="list-style-type: none"> <li>• 72.5 kV</li> <li>• 1200 A to 3000 A</li> <li>• 40 kA, 3 cycles</li> </ul>                 | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Optional Synchronous Control for Point-on-Wave Switching</li> </ul> |
|  <p><b>DT1-145FK-40-F1</b><br/><b>DT1-170FK-40-F1</b></p>  | <ul style="list-style-type: none"> <li>• 123 kV, 145 kV, 170 kV</li> <li>• 1200 A to 3000 A</li> <li>• 40 kA, 3 cycles</li> </ul>  | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> </ul>                                                                                         |
|  <p><b>DT1-72.5R-40-F1</b><br/><b>DT1-145R-40-F1</b></p>  | <ul style="list-style-type: none"> <li>• 72.5 kV, 123 kV, 145 kV</li> <li>• 1200 A to 3000 A</li> <li>• 40 kA, 3 cycles</li> </ul> | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> <li>• Pre-Insertion Resistors (PIR)</li> </ul>                                                |
|  <p><b>DT1-145FK-40-F3</b><br/><b>DT1-170FK-40-F3</b></p> | <ul style="list-style-type: none"> <li>• 123 kV, 145 kV, 170 kV</li> <li>• 1200 A to 3000 A</li> <li>• 40 kA, 3 cycles</li> </ul>  | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Optional Synchronous Control for Point-on-Wave Switching</li> </ul> |
|  <p><b>DT1-72.5-63-F1</b><br/><b>DT1-145-63-F1</b></p>    | <ul style="list-style-type: none"> <li>• 72.5 kV, 123 kV, 145 kV</li> <li>• 1200 A to 4000 A</li> <li>• 63 kA, 3 cycles</li> </ul> | <ul style="list-style-type: none"> <li>• FK3-4 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> <li>• NO CAPACITORS</li> </ul>                                                                |
|  <p><b>DT1-145g-63</b></p>                                | <ul style="list-style-type: none"> <li>• 72.5 kV, 123 kV, 145 kV</li> <li>• 1200 A to 4000 A</li> <li>• 63 kA, 3 cycles</li> </ul> | <ul style="list-style-type: none"> <li>• SF<sub>6</sub>-FREE</li> <li>• FK3-4 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> </ul>                                                          |
|  <p><b>DT1-245P-40-F1</b></p>                             | <ul style="list-style-type: none"> <li>• 245 kV</li> <li>• 1200 A to 4000 A</li> <li>• 40 kA, 3 cycles</li> </ul>                  | <ul style="list-style-type: none"> <li>• FK3-4 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> <li>• Optional 2 cycle performance</li> </ul>                                                 |
|  <p><b>DT1-245P-40-F3</b></p>                             | <ul style="list-style-type: none"> <li>• 245 kV</li> <li>• 1200 A to 4000 A</li> <li>• 40 kA, 3 cycles</li> </ul>                  | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Optional Synchronous Control for Point-on-Wave Switching</li> </ul> |

| PRODUCT                                                                                                                                                       | RATING                                                                                                                                                                                                                | FEATURES                                                                                                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <p>DT1-245P-63-F1</p>                                                        | <ul style="list-style-type: none"> <li>• 245 kV</li> <li>• 1200 A to 5000 A</li> <li>• 63 kA, 2 cycles</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>• FK3-6 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> <li>• NO CAPACITORS</li> </ul>                                                                                                                             |
|  <p>DT1-245P-63-F3</p>                                                        | <ul style="list-style-type: none"> <li>• 245 kV</li> <li>• 1200 A to 5000 A</li> <li>• 63 kA, 2 cycles</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Optional Synchronous Control for Point-on-Wave Switching</li> <li>• NO CAPACITORS</li> </ul>                                     |
|  <p>MOV for Shunt Reactor Switching</p>                                       | <ul style="list-style-type: none"> <li>• 38 kV to 800 kV</li> <li>• Dead Tank, Live Tank, Circuit Switcher</li> <li>• Varistors sized based on user specifications.</li> </ul>                                        | <ul style="list-style-type: none"> <li>• Varistors across HV Terminals extend circuit breaker life</li> <li>• External mounting for increased reliability and ease of maintenance</li> </ul>                                                                    |
|  <p>DT1-362-63-F3<br/>DT1-362R-63-F3</p>                                      | <ul style="list-style-type: none"> <li>• 362 kV</li> <li>• 1200 A to 5000 A</li> <li>• 63 kA, 2 cycles</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>• FK3-6 SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Optional Synchronous Control for Point-on-Wave Switching</li> <li>• Optional Pre-Insertion Resistors (PIR)</li> </ul>            |
|  <p>DT2-550-63-H3<br/>DT2-550-63-F3<br/>DT2-550R-63-H3<br/>DT2-550R-63-F3</p> | <ul style="list-style-type: none"> <li>• 550 kV</li> <li>• 1200 A to 5000 A</li> <li>• 63 kA, 2 cycles</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>• Hydraulic Mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Optional Point-on-Wave Switching</li> <li>• Optional Pre-Insertion Resistors (PIR)</li> <li>• Optional SPRING/SPRING Mechanisms</li> </ul> |
|  <p>GL3 Series Live Tank</p>                                                 | <ul style="list-style-type: none"> <li>• 72.5 kV to 800 kV</li> <li>• 1200 A to 4000 A</li> <li>• Up to 63 kA, 3 cycles</li> </ul>                                                                                    | <ul style="list-style-type: none"> <li>• FK3-x SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation (IPO)</li> <li>• Or Gang Operated (voltage dependent)</li> </ul>                                                                                  |
|  <p>Live Tank<br/>GL309<br/>GL312<br/>GL313<br/>GL314</p>                   | <ul style="list-style-type: none"> <li>• 72.5 kV to 245 kV</li> <li>• 1200 A to 3000 A</li> <li>• Up to 40 kA, 3 cycles</li> </ul>                                                                                    | <ul style="list-style-type: none"> <li>• Circuit Switcher applications</li> <li>• FK SPRING/SPRING operated mechanism</li> <li>• Circuit Breaker performance in a Circuit Switcher footprint</li> </ul>                                                         |
|  <p>GL314BPS High Speed Bypass Switch</p>                                   | <ul style="list-style-type: none"> <li>• Up to 800 kV system</li> <li>• Up to 170 kV across gap</li> <li>• Making Current 120 kAp</li> <li>• Insertion Current 5000 A</li> <li>• Insertion Voltage 300 kVp</li> </ul> | <ul style="list-style-type: none"> <li>• Series Capacitor Bypass Protection</li> <li>• FK3-2 SPRING/SPRING mechanisms</li> <li>• Independent Pole Operation</li> </ul>                                                                                          |
|  <p>HYpact</p>                                                              | <ul style="list-style-type: none"> <li>• 72.5 kV to 170 kV</li> <li>• 2500 A</li> <li>• 40 kA, 3 cycles</li> <li>• Hybrid compact switchgear assembly</li> </ul>                                                      | <ul style="list-style-type: none"> <li>• FK3-1 SPRING/SPRING mechanism</li> <li>• Gang Operated</li> <li>• Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.</li> </ul>                                                       |
|  <p>CBWatch3</p>                                                            | <ul style="list-style-type: none"> <li>• Circuit Breaker Monitoring</li> <li>• IEC 61850 8.1 (DNP3 option)</li> </ul>                                                                                                 | <ul style="list-style-type: none"> <li>• Permanent real-time monitoring of CB operational parameters</li> <li>• SF<sub>6</sub> emissions trending</li> </ul>                                                                                                    |
|  <p>Synchronous Control (Point on Wave Switching)</p>                       | <ul style="list-style-type: none"> <li>• Cabinet mounted or Rack Mounted</li> </ul>                                                                                                                                   | <ul style="list-style-type: none"> <li>• Point-on-wave (POW) trip/close</li> <li>• Capacitors, reactors, transformers</li> <li>• Residual Flux compensation available</li> </ul>                                                                                |

## General Terms of Contract for Sale of Products and Services Form ESY104

**NOTICE:** Sale of any Products or Services by Seller is subject to Buyer's assent to these General Terms of Contract. Any acceptance of Seller's offer is expressly limited to acceptance of these General Terms of Contract, and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form will modify these General Terms of Contract even if signed by Seller's representative. Any order to perform work and Seller's performance of work will constitute Buyer's assent to these General Terms of Contract. Unless otherwise specified in the offer, Seller's offer will expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

### 1. Definitions

**"Buyer"** means the entity to which Seller is providing Products or Services under the Contract.

**"Contract"** means either the agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Contract, Seller's final offer, the agreed scope of work, and Seller's order acknowledgement.

**"Contract Price"** means the agreed price stated in the Contract for the sale of Products and Services, including adjustments, if any, in accordance with the Contract.

**"Documents"** means all printed materials in physical or electronic form relating to or referencing the Products or Firmware provided to Seller by Buyer at the time of purchase, including technical specifications, drawings, manuals, schematics and diagrams.

**"Dollars"** and **"\$"** mean the lawful currency of the United States of America.

**"EU"** means the European Union.

**"Firmware"** means software in executable or object-code format only provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a non-party and software applications licensed separately. Firmware does **not** include source code or other human-readable forms of the software.

**"General Terms of Contract"** means these "General Terms of Contract for Sale of Products and Services," including any relevant addenda referred to in article 18, together with any modifications or additional provisions specifically stated in Seller's final offer or specifically agreed upon by Seller in writing.

**"Hazardous Materials"** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled under any applicable national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement.

**"Incoterms 2020"** means Incoterms® 2020, the International Chamber of Commerce's rules for the use of domestic and international trade terms, and **"FCA"** has the meaning given in Incoterms 2020.

**"Insolvent"** in relation to a party, means that: (i) the party has filed a voluntary petition under any bankruptcy, insolvency or other similar law seeking liquidation, reorganization or other relief, or has consented to the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property, or has made a general assignment for the benefit of creditors, or has taken any corporate action to authorize any of the foregoing, or has failed, or become unable, to pay its debts as they become due; or (ii) an involuntary petition has been filed against the party under any bankruptcy, insolvency or other similar law seeking liquidation or reorganization of, or other relief against, the party or the appointment of a trustee, receiver, custodian or other similar official for any substantial part of its property; or (iii) an order for relief under any such law has been entered against the party.

**"Non-party"** (even if not capitalised) means any Person other than a party.

**"Person"** (even if not capitalised) means a natural person or legal entity.

“**Products**” means the equipment, parts, materials and supplies that Seller has agreed to supply to Buyer under the Contract.

“**Seller**” means the entity providing Products or performing Services under the Contract.

“**Services**” means the services Seller has agreed to perform for Buyer under the Contract.

“**Site**” means the premises (other than Seller’s premises) where Products are used or Services are performed.

“**U.S.**” means the United States of America.

## **2. Payment**

- 2.1 Seller shall invoice, and Buyer shall pay, the Contract Price in accordance with this section 2.1. Seller shall issue invoices upon shipment of Products and as Services are performed, or, if the Contract Price is \$250,000 or more, Seller shall issue invoices for progress payments starting with 25% of the Contract Price on the earlier of the date of signing of the Contract or the date of issuance of Seller’s order acknowledgement and continuing such that 90% of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed (“**Progress Payments**”). Buyer shall pay all invoiced amounts by direct bank transfer in the currency, and to Seller’s bank account, specified in the Contract, without set-off, within 30 days from the invoice date. Buyer shall send Seller a remittance advice notifying it of payment to **Remit.Renewable.Energy@ge.com**. For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late-payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the Contract Price is set in a currency other than Dollars, references to amounts in Dollars in this section 2.1 mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the period for performance of the Contract, Seller is entitled to compensation in accordance with the Contract Price escalation mechanism, if any, specified in Seller’s offer. If the Contract does not include a price escalation mechanism and Seller can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an excusable event referred to in article 10 (including evolution of any such event preexisting at the time of signing of the Contract), the parties shall, within a reasonable time after notice by Seller to Buyer, negotiate alternative contractual terms or a mitigation plan that reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was preexisting at the time of signing of the Contract. In its notice under this section 2.1, Seller shall give Buyer reasonably detailed information about the event affecting Seller’s contractual obligations, the affected obligations themselves and the extent to which the event affects or will affect its performance of the Contract. The parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable law. Where an agreement is reached, the parties shall start implementing the agreed measures immediately, pending the signing of the relevant amendment to the Contract. If the parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within 15 days after Seller’s notice, Seller may either suspend its performance of the affected part of the Contract or terminate the Contract, without thereby incurring any liability to Buyer. If Seller suspends its performance of the relevant part of the Contract for more than 180 consecutive days, either party may terminate the Contract by sending notice of termination to the other party. In case of termination of the Contract in accordance with this section 2.1, the parties shall settle their accounts accordingly as if the Contract had been terminated under section 11.4.
- 2.2 At Seller’s request, Buyer shall, at its expense, establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guaranty allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract (“**Payment Security**”). The Payment Security must be (i) in a form, and issued or confirmed by a bank, acceptable to Seller, (ii) payable at the counters of such bank or an advising bank, (iii) opened before commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least 60 days before commencement of Seller’s performance of Services, and (d) remain in effect until the latest of 90 days after the last scheduled Product shipment, completion of all Services and Seller’s receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten days after Seller’s notification that such adjustment is necessary in connection with Buyer’s obligations under the Contract.
- 2.3 Seller is not required to commence or continue its performance unless and until it has received any required Payment Security, operative and in effect, and all applicable Progress Payments. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller is entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer’s financial condition or payment history does not justify continuation of Seller’s performance, Seller may require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

### **3. Taxes and Duties**

Seller is responsible for all corporate taxes measured by net income due to performance of or payment for work under the Contract ("**Seller Taxes**"). Buyer is responsible for all taxes, duties (including, for example, those resulting from the imposition of tariffs), fees, or other charges, however denominated and of whatever nature (including, for example, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto) imposed by any governmental authority on Buyer or Seller or its subcontractors in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("**Buyer Taxes**"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Within one month after payment, Buyer shall give Seller official receipts from the applicable governmental authority for taxes deducted or withheld.

### **4. Deliveries; Title Transfer; Risk of Loss; Storage**

- 4.1 For shipments that do not involve export, including shipments from one EU country to another EU country, Seller shall deliver Products to Buyer FCA (Seller's facility or warehouse) Incoterms 2020. For export shipments, Seller shall deliver Products to Buyer FCA (port of export) Incoterms 2020. For any importation, Buyer must be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to 25%. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. If Buyer and Seller agree on different transportation arrangements with cost of freight and delivery to destination included in the Contract Price, Seller is not responsible for any increase in transportation costs occurring after the Contract is signed unless caused solely by Seller's breach of contract, and Seller is entitled to invoice Buyer for the additional transportation costs it has actually incurred, subject to reasonable proof of such additional costs. Delivery times are approximate and are dependent on Seller's prompt receipt of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten days after receipt.
- 4.2 For shipments that do not involve export, title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title to Products (other than Firmware or other software) will pass to Buyer upon delivery in accordance with section 4.1. For shipments from the U.S. to another country, title to Products (other than Firmware or other software) will pass to Buyer immediately after each item departs from the territory, territorial sea and overlying airspace of the U.S. The United Nations Convention on the Law of the Sea will apply to determine the U.S. territorial sea. For all other shipments, title to Products (other than Firmware or other software) will pass to Buyer on the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territory, territorial sea and overlying airspace of the country of export. When Buyer arranges the export or intra-EU shipment, Buyer will provide Seller evidence of exportation or intra-EU shipment acceptable to the relevant tax and custom authorities.
- 4.3 Risk of loss will pass to Buyer upon delivery in accordance with section 4.1, except that, for export shipments from the U.S., risk of loss will transfer to Buyer upon transfer of title.
- 4.4 If any Products to be delivered under the Contract, or any Buyer equipment repaired at Seller's facilities, cannot be shipped to or received by Buyer or the end-user when ready due to any cause attributable to Buyer, its other contractors or the end-user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, then: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery will be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment will be due; (iii) Seller is entitled to invoice Buyer for the costs of transportation to the storage facilities plus a lump-sum amount of 0.5% of the Contract Price per full week (or part thereof, pro rata) of storage with a minimum of \$1,000. Seller shall issue invoices weekly starting at the beginning of the third week of storage until it can ship the Products; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review them and issue its response (either approval or disapproval with detailed reasons for disapproval) within ten days of Seller's submittal. If Buyer fails to provide a response within ten days, the submittal will be deemed approved.
- 4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer is responsible for, and retains risk of loss of, such equipment at all times, but Seller is responsible for damage to the equipment while at Seller's facility to the extent, if any, that such damage is caused by Seller's negligence.

### **5. Warranty**

- 5.1 Seller warrants that Products will be delivered free from defects in material, workmanship and title and that Services will be performed in a competent, diligent manner in accordance with the specifications agreed in the Contract.

- 5.2 The warranty for Products will expire one year from first use or 18 months from delivery, whichever occurs first, except that software is warranted for 90 days from delivery. The warranty for Services will expire one year after performance of the Service, except that software-related Services are warranted for 90 days from performance of such Services.
- 5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing before expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform non-conforming Services. If, despite its reasonable efforts, Seller is unable to repair or replace a defective Product, or re-perform non-conforming Services, Seller shall refund or credit monies paid by Buyer for such defective Products or non-conforming Services, as applicable. No repair, replacement or re-performance by Seller under this section 5.3 will extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a defect exists.
- 5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.
- 5.5 The warranties and remedies in this article 5 are subject to (i) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors), commissioning, use, operation and maintenance of Products, (ii) Buyer's keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, (iii) modification or repair of Products or Services only as authorized by Seller in writing and (iv) continuous connection of the Site, to allow remote monitoring by Seller. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.
- 5.6 This article 5 states the exclusive remedies for all claims based on failure of, or defect in, Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort or other extra-contractual liability (including negligence), strict liability or otherwise. The warranties in this article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. **No implied or statutory warranty or condition of merchantability or satisfactory quality or of fitness for a particular purpose applies.**

## 6. Confidentiality

- 6.1 Seller and Buyer (as to information disclosed, the "**Disclosing Party**") may each provide the other party (as to information received, the "**Receiving Party**") with Confidential Information in connection with the Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within 20 days after the oral or visual disclosure. In addition, all prices for Products and Services are Seller's Confidential Information.
- 6.2 Receiving Party shall: (i) use the Confidential Information only in connection with the Contract and the use of Products and Services, (ii) take reasonable measures to prevent disclosure of the Confidential Information to non-parties, and (iii) not disclose the Confidential Information to anyone other than its own employees having a need to know such Confidential Information for the purpose stated in item (i) above. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other non-party with Disclosing Party's prior written permission, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted non-party that prohibits disclosure of the Confidential Information and as long as the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.
- 6.3 The obligations in section 6.2 do not apply to any part of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process, but a Receiving Party that intends to make disclosure in response to such legal requirement or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

- 6.4 Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without the other party's prior written approval. As to any individual item of Confidential Information, the Receiving Party's obligations under this article 6 will expire five years after the date of disclosure. This article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## **7. Intellectual Property**

- 7.1 Subject to the terms of the Contract, effective upon passing of title to the relevant Product, Seller grants Buyer a limited, non-exclusive license: (i) to use any Firmware or other software as provided with the Product; and (ii) for the internal benefit of Buyer only, to use, copy, distribute, display, modify, and make derivative works from, any Documents provided by Seller under the Contract. Buyer is not acquiring, and nothing herein is to be deemed to transfer any right, title or interest to Buyer in or to the Firmware or any such software or Documents other than the license granted in this section 7.1. Documents and Firmware or other software delivered for Buyer's use will remain subject to Seller's ownership and intellectual property rights, as applicable.
- 7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated non-party (a "**Claim**") alleging that Products or Services furnished under the Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (as long as there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, as long as Buyer (i) promptly notifies Seller in writing of the Claim, (ii) makes no admission of liability and does not take any position adverse to Seller, (iii) gives Seller sole authority to control defense and settlement of the Claim, and (iv) gives Seller full disclosure and reasonable assistance as required to defend the Claim.
- 7.3 Section 7.2 does not apply, and Seller has no obligation or liability, with respect to any Claim based on (i) Products or Services that have been modified or revised, (ii) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (iv) unauthorized use of Products or Services, or (v) Products or Services made or performed to Buyer's specifications.
- 7.4 Should any Product or Service, or any part thereof, become the subject of a Claim, Seller may at its option (i) procure for Buyer the right to continue using the Product or Service, or applicable part thereof, (ii) modify or replace it in whole or in part to make it non-infringing, or (iii) if neither (i) nor (ii) is feasible, take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.
- 7.5 This article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.
- 7.6 Each party retains ownership of all Confidential Information and intellectual property it had before the signing of the Contract. All new intellectual property conceived or created by Seller in the performance of the Contract, whether alone or with any contribution from Buyer, are owned exclusively by Seller. Buyer shall deliver assignment documentation as necessary to achieve that result.

## **8. Indemnity**

Either party (each, an "**Indemnifying Party**") shall indemnify the other party (the "**Indemnified Party**") from and against claims brought by a non-party on account of personal injury or damage to the non-party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with the Contract. If the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the parties shall bear the loss or expense in proportion to their respective degrees of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered non-party property.

## **9. Insurance**

During the term of the Contract, Seller shall maintain the following insurance coverage for its protection: (i) worker's compensation, employer's liability and other insurance required by applicable law with respect to work related injuries or disease of Seller's employees in such form and amount as required by applicable laws; (ii) automobile liability insurance with a combined single limit of \$2,500,000; and (iii) commercial general liability or public liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

## **10. Excusable Events**

Seller is not liable or considered in breach of its obligations under the Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, including, for example, acts of God, fire, armed conflict, acts or threats of terrorism, risk of kidnapping, civil unrest, epidemic, pandemics, war (declared or undeclared), insurrection, strikes or other labor disturbances, or acts or omissions of any governmental authority or of Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance will be extended by the amount of time lost by reason of the event plus such addi-

tional time as may be needed to overcome the effect of the event. If acts or omissions of Buyer or its contractors or suppliers cause the delay, Seller is also entitled to an equitable price adjustment.

## **11. Termination and Suspension**

- 11.1 Buyer may terminate the Contract (or the affected part thereof) for cause, if Seller (i) becomes Insolvent; or (ii) commits a material breach of the Contract that does not otherwise have a specified contractual remedy, as long as (a) Buyer first gives Seller a detailed notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller has not, within 30 days after receipt of the notice, commenced and diligently pursued cure of the breach.
- 11.2 If Buyer terminates the Contract in accordance with section 11.1, then: (i) Seller shall reimburse Buyer for the difference between the part of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope; and (ii) Buyer shall pay Seller (a) the part of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates.
- 11.3 Seller may suspend or terminate the Contract (or any affected part thereof) immediately for cause if Buyer (i) becomes Insolvent, or (ii) commits a material breach of the Contract, including, for example, failure or delay in providing Payment Security, making any payment when due, or fulfilling any payment conditions.
- 11.4 If the Contract (or any part thereof) is terminated for any reason other than Seller's default under section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, expenses incurred by the Seller in expectation of completing the Contract, plus expenses reasonably incurred by Seller in connection with the termination, including cancellation or termination fees or charges that Seller must pay to subcontractors and sub-suppliers. The amount due for Services will be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved), as applicable or, where there are no milestones or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.
- 11.5 Either party may terminate the Contract (or the affected part thereof) upon 20 days' advance notice if an excusable event (as described in article 10) lasts longer than 90 days. In such case, Buyer shall pay Seller all amounts payable under section 11.4, as well as the cancellation charge for uncompleted Products if the excusable event leading to termination included an act or omission of the Buyer or Buyer's contractors or suppliers.
- 11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, for example, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations will be extended for a period reasonably necessary to overcome the effects of any suspension.

## **12. Compliance with Laws and Regulations**

- 12.1 Seller shall comply with all laws and regulations applicable to the manufacture of Products and its performance of Services. Buyer shall comply with all laws and regulations applicable to the purchase, application, operation, use and disposal of the Products and Services, including those regarding fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it has had access to, has reviewed and fully understands GE Vernova's integrity policies. Seller shall comply with the GE Vernova integrity policies. The GE Vernova integrity policies can be accessed electronically at [https://www.gevernova.com/sites/default/files/2024-03/ge\\_vernova\\_the\\_spirit\\_the\\_letter.pdf](https://www.gevernova.com/sites/default/files/2024-03/ge_vernova_the_spirit_the_letter.pdf).
- 12.2 Seller's obligations are subject to Buyer's compliance with all export-control, sanctions, antiboycott and other applicable trade control laws and regulations, including those of the U.S., EU, UK and Switzerland. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software or other information or assistance or Product furnished by Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as such on Seller's invoice. Without prejudice to the generality of the foregoing, Buyer shall not re-export any goods or technology referred to in: (i) paragraph 1 of article 12g of Council Regulation (EU) 833/2014, as amended, to Russia or for use in Russia; or (ii) paragraph 1 of article 8g of Council Regulation (EC) 765/2006, as amended, to Belarus or for use in Belarus. Buyer hereby certifies that the equipment, materials, services, technology, technical data, software or other information or assistance or product furnished by Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological or nuclear weapons. Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on Buyer's behalf (including, for exam-

ple, the issuance of any payment securities, such as a letter of credit) is not subject to any trade control regulation that prohibits doing business with such bank, financial institution or entity. Non-compliance by Buyer with its obligations in this section 12.2 will be a fundamental breach of the Contract, for which Seller may, by notice to Buyer, immediately suspend its performance of, or terminate, the Contract, without prejudice to the exercise of any other rights or remedies that may be available to Seller.

- 12.3 Notwithstanding anything to the contrary in the Contract, Buyer shall promptly obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, for example, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, but Seller shall obtain any license or registration necessary for Seller to conduct business and shall obtain visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.
- 12.4 Buyer shall act in accordance with the United Nations Universal Declaration of Human Rights and the International Labor Organization Fundamental Principles and Rights at Work, including the following obligations: (i) to respect human rights of its employees and others; (ii) not to employ workers younger than 16 years of age or the applicable higher minimum age; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or subject to a penalty/punishment for resigning, including the charging of recruitment fees, withholding of pay, or withholding of immigration documents, or to engage in or abet trafficking in persons for forced labor or commercial sex act purposes; (iv) not to discriminate in employment or business operations; (v) to afford workers the freedom of association and right to collective bargaining in accordance with local law, and (vi) to provide workers a viable grievance mechanism free of retaliation.
- 12.5 Each Party represents, warrants, and covenants that, in connection with the Contract, it has complied, shall comply, and shall cause its affiliates to comply, with all Improper Payment Laws and shall not pay, promise to pay, or authorize payments of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Contract or the transactions contemplated under this Contract. As used in the Contract, "**Improper Payment Laws**" means all applicable laws, rules and regulations (including international treaties and conventions) regarding bribery, corruption, kick-backs, fraud, illegal payments and gratuities, or similar practices, including the Foreign Corrupt Practices Act of 1977, the Prevention of Corruption Acts 1889-1916, the UK Bribery Act 2010, and any applicable international conventions of similar effect, including the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions and legislation implementing any such convention, and any other applicable local anti-bribery laws, as well as all applicable anti-money laundering, anti-terrorism, and economic sanctions and anti-boycott laws, in each case as amended from time to time.
- 13. Environmental, Health, Safety and Security Matters**
- 13.1 Buyer shall maintain safe working conditions at the Site, including, for example, implementing appropriate procedures regarding Hazardous Materials, confined-space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("**LOTO**") procedures including physical LOTO or an agreed upon alternative method.
- 13.2 Buyer shall promptly, and in any case before Seller starts work on any Site, advise Seller in writing of all applicable Site-specific environmental, health, safety and security requirements and procedures, including a complete description of Buyer's security program. Without limiting Buyer's responsibilities under this article 13, Seller may, from time to time, review and inspect applicable environmental, health, safety and, security documentation, procedures and conditions at the Site. Seller has the right, but not the obligation, to audit Buyer's security program and performance from time to time. Seller's receipt, review or audit of Buyer's security program or performance will not excuse or limit Buyer's obligation to provide adequate security.
- 13.3 If, in Seller's reasonable opinion, the health, safety or security of personnel on the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to all other rights or remedies available to it, evacuate some or all of its personnel from the Site, suspend performance of the Contract, in whole or in part, or remotely perform or supervise work. Any such occurrence will be considered an excusable event. Buyer shall reasonably assist in any such evacuation.
- 13.4 Buyer is responsible for operating its equipment. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at the Site.
- 13.5 Buyer shall make its Site medical facilities and resources available to Seller's personnel that need medical attention.
- 13.6 Seller is not responsible or liable for the pre-existing condition of Buyer's equipment or the Site. Before Seller starts any work at the Site, Buyer shall provide documentation that identifies the presence and condition of any Hazardous Materials existing in or

about Buyer's equipment or the Site that Seller may encounter while performing the Contract. Buyer shall inform Seller of all industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

- 13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site that materially differ from those disclosed by Buyer; or (ii) previously unknown physical conditions at the Site that materially differ from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, Seller is entitled to an equitable adjustment in the Contract Price and the schedule.
- 13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller has no obligation to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller is entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.
- 13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials that are or were (i) present in or about Buyer's equipment or the Site before Seller started work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.
- 13.10 Buyer shall safeguard the Site, as well as all Seller's tools, consumables, Products and parts when provided, against dishonest or criminal acts, including, for example, sabotage, theft and arson, by suitable physical means, such as CCTV equipment and services, guards, fencing and lighting. Buyer shall maintain secure working conditions at the Site.
- 13.11 The Parties acknowledge that the COVID-19 pandemic and government actions in response to it have affected and will continue to affect Seller's ability to deliver goods and services around the world (the "**COVID-19 Impact**"). In the event that the COVID-19 Impact affects Seller's ability to deliver on time or at the Contract Price, Seller is entitled to an equitable adjustment in schedule and price as appropriate, subject to Seller's obligation to work in good faith with Buyer to mitigate the impact on schedule and cost.
- 13.12 At all times while Seller's personnel are, or are expected to be, on or about the Site, Buyer shall provide security equipment, facilities, measures and procedures adequate to protect such personnel and meet Seller's security standard against potential threats to their safety or well-being, including, for example, fencing and security barriers, control of access to and throughout the Site, a sufficient number of qualified guards, surveillance and monitoring procedures and equipment, screening and oversight of local workers and others that Buyer allows onto the Site, alarms, evacuation routes and procedures, and training for Seller's personnel regarding Buyer's Site security procedures.
- 13.13 If Seller determines that Buyer's security program is not sufficient to provide for the protection of Seller's personnel working on or about the Site, Seller may: (i) make reasonable recommendations to Buyer regarding changes to the security program, which Buyer shall promptly implement; (ii) provide security measures to protect its personnel, for which Buyer shall reimburse Seller for all related expenses incurred at cost plus 15%; and (iii) exercise any of its applicable rights or remedies under the Contract.

#### **14. Changes**

- 14.1 Either party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until the parties agree upon such change in writing. The written change documentation must describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.
- 14.2 Seller is entitled to an equitable adjustment of the scope, Contract Price, schedule, and other provisions to reflect additional costs or obligations incurred by Seller resulting from a change, after the date of Seller's offer, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, or in applicable laws or regulations, but no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes will be at Seller's time and material rates.
- 14.3 In the event of a change in applicable trade-control laws or regulations, including, for example, those of the U.S., EU UK and Switzerland, or in the interpretation thereof, or if an authorization under any applicable trade-control law or regulation is denied, revoked, withdrawn or cancelled, preventing Seller from performing its obligations without breaching such law or regulation, or

makes Seller's performance of its obligations unreasonably burdensome or unbalanced, Seller may, without incurring liability to Buyer and without prejudice to any other right or remedy of Seller in this Contract or at law, (i) withdraw its offer, or (ii) suspend its performance of, or terminate, the Contract. If the suspension lasts more than four months, either party may, by notice to the other, immediately terminate the Contract.

- 14.4 Seller may deliver a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

## **15. Limitations of Liability**

- 15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of the Contract, or any Products or Services, will not exceed the (i) Contract Price, or (ii) if Buyer places multiple orders under the Contract, the price of each particular order for all claims arising from or related to that order and \$10,000 for all claims not part of any particular order.
- 15.2 Seller is not liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, nor is Seller liable for any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.
- 15.3 Seller's liability will cease upon expiration of the applicable warranty period, but Buyer may continue to enforce a claim for which it has given notice before that date by commencing an action or arbitration, as applicable under the Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.
- 15.4 Seller is not able for advice or assistance that is not required for the scope of work under the Contract.
- 15.5 If Buyer is supplying Products or Services to a non-party, or using Products or Services at a facility owned by a non-party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, such non-party in excess of the limitations set forth in this article 15, or (ii) obtain the non-party's agreement, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this article 15.
- 15.6 As used in this article 15, "**Seller**" includes Seller's affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this article 15 apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

## **16. Governing Law and Dispute Resolution**

- 16.1 If Buyer's principal place of business is in the U.S., New York law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for sections 5-1401 and 5-1402 of the General Obligations Law (N.Y.). If Buyer's principal place of business is outside the U.S., English law governs all matters arising out of this contract, including tort claims, except for any conflict-of-laws provision thereof that would cause the law of any other jurisdiction to govern such matters and except for article 12(1) of the Late Payment of Commercial Debts (Interest) Act 1998 (UK). If the Contract includes the sale of Products and Buyer is outside Seller's country, the United Nations Convention on Contracts for the International Sale of Goods applies.
- 16.2 If any dispute arises out of or in connection with the Contract, including any question regarding its existence or validity, the parties shall submit the matter to mediation under the Mediation Rules of the International Chamber of Commerce, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time. If the dispute has not been settled under such rules within 30 days after the filing of a request for mediation, the dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. If the arbitral tribunal is to consist of more than one arbitrator, the party-appointed arbitrators will, for two weeks after the date on which both their appointments have been confirmed, attempt to reach agreement on the appointment of the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis. If the two party-appointed arbitrators are unable to agree upon the appointment of the president of the arbitral tribunal, upon request of either party, the president of the International Chamber of Commerce will appoint the president of the arbitral tribunal. The seat, or legal place, of the mediation and arbitration will be Paris, France. The mediation and arbitration will be conducted in the English language. The parties' written submissions must, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

## **17. Inspection and Factory Tests**

Seller shall apply its usual quality-control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to attend Seller's factory tests of Products, subject to appropriate access restrictions, if such attendance can be arranged without delaying the work. Buyer shall bear all travel and living expenses of its personnel to attend such tests. If Buyer or its representative do not attend the factory tests on the scheduled date, Seller may proceed with such factory tests alone, and Seller shall promptly share the results of such tests with Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by Buyer for any reason (including as a consequence of any pandemic) and Buyer cannot delegate any non-party to represent it, or to perform the tests in its name and on its behalf, Seller may propose reasonable alternative arrangements to Buyer to avoid delaying testing, including, for example, the use of electronic messaging services such as Skype, Teams or equivalent services, recording devices, such as cameras, and a distribution of results by means of electronic storage media, such as DVD or streamed videos. The parties shall endeavor to agree on such arrangements with a view to avoiding delay in the testing of the Products. If, despite Seller's proposal of reasonable alternative arrangements, Buyer instructs Seller to suspend or postpone the performance of the tests, then, notwithstanding anything to the contrary in the Contract, Seller is entitled to an equitable extension of time for completion of the work and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of such tests.

## **18. Addenda to these General Terms of Contract for the Sale of Products and Services**

If there is any conflict between these "General Terms of Contract for the Sale of Products and Services" and the terms of any addendum attached hereto, the terms of the addendum will prevail with respect to the applicable scope.

## **19. General Clauses**

- 19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it will not use or permit others to use Products or Services for such purposes, without Seller's prior written consent. If, in breach of the warranty in the preceding sentence, any such use occurs, Seller (on its own behalf and on behalf of its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and defend Seller (and its parent, affiliates, suppliers and subcontractors) against all losses and liabilities arising out of any such damage, injury or contamination. Seller's consent to any such use, if any, will be subject to additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.
- 19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates and may assign any of its accounts receivable under the Contract to any person without Buyer's consent. Buyer shall execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract any part of the work but remains liable for the subcontracted work. Buyer shall not assign its rights or delegate its duties under the Contract without Seller's prior written consent, which must not be unreasonably withheld. Any purported assignment or delegation by Buyer in breach of the preceding sentence will be void.
- 19.3 Buyer shall notify Seller immediately upon any change in ownership of more than 50% of Buyer's voting rights or of any controlling interest in Buyer. If Seller objects to such change, or if Buyer does not give Seller the required notice, Seller may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance, including, for example, payment, or (iii) put special controls in place regarding Seller's Confidential Information.
- 19.4 If any provision of the Contract is held to be void or unenforceable, the remainder of the Contract will remain in force. The parties will endeavor to replace any such void or unenforceable provision with a valid and enforceable substitute provision that achieves substantially the same practical and economic effect as such invalid or unenforceable provision.
- 19.5 The following articles will survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.
- 19.6 The Contract is the entire agreement between the parties. No oral or written representation or warranty not contained in the Contract will be binding on either party. The parties' rights, remedies and obligations arising from or related to Products and Services sold under the Contract are limited to the rights, remedies and obligations stated in the Contract. All amendments to the contract must be written and signed by both parties.
- 19.7 Except as provided in article 15 (Limitations of Liability) and in section 19.1 (no nuclear use): (i) if Buyer's principal place of business is in the U.S., no non-party may enforce any of the terms of the Contract; and (ii) if Buyer's principal place of business is outside the U.S., no non-party may enforce any of the terms of the Contract under the Contracts (Rights of Third Parties) Act 1999.

- 19.8 This Contract may be signed in multiple counterparts that together will constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools, such as DocuSign, or any other agreed upon certified means.
- 19.9 All notices pertaining to this Contract must be in writing. Without prejudice to any other way of serving notice, any notice will be sufficiently given if sent by recorded delivery to the addressee's registered office or last known place of business and will be deemed to be given on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Each party shall give the other party 14 days' notice of any change to its address for notices.
- 20. U.S. Government Contracts**
- 20.1 This article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government or is funded in whole or in part by any agency of the U.S. government.
- 20.2 Buyer acknowledges that all Products and Services provided by Seller meet the definition of "commercially available off-the-shelf" (COTS) item," "commercial product" or "commercial service" (as applicable) as those terms are defined in Federal Acquisition Regulation ("FAR") § 2.101. Unless otherwise specifically stated by Seller in the Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer acknowledges that any Services offered by Seller are exempt from the Service Contract Labor Standards (see 41 U.S.C. §§ 6701-6707, FAR § 52.222-41). The version of any applicable FAR clause listed in this article 20 will be the one in effect on the effective date of the Contract.
- 20.3 If Buyer is an agency of the U.S. government, then, as permitted by FAR § 12.302, Buyer acknowledges that all paragraphs of FAR § 52.212-4 (except those listed in § 12.302(b)) are replaced with these General Terms of Contract. Buyer further acknowledges that the subparagraphs of FAR § 52.212-5 apply only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.
- 20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR § 52.212-5(e) or § 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS items, commercial products or commercial services (as applicable) as defined in FAR § 2.101 and as appropriate for the Contract Price.



City of Bentonville, Arkansas Agenda Item Form

Item Details

|                       |  |                    |  |
|-----------------------|--|--------------------|--|
| Council Meeting Date: |  | Submitted By:      |  |
| Phone:                |  | For Department(s): |  |
| Email:                |  |                    |  |

Item Type (Check all that apply)

|                   |                   |                         |                  |
|-------------------|-------------------|-------------------------|------------------|
| Informational     | Bid Award         | Enter into an Agreement | Change Order     |
| Recognizing Funds | Budget Adjustment | Waiver of Bid           | Emergency Clause |
| Ordinance         | Resolution        |                         | Informational    |

Title, Recommendation & Justification

|                                                   |  |
|---------------------------------------------------|--|
| Title:                                            |  |
| Action Recommendation & Justification:            |  |
| Additional Comments for Consideration (Optional): |  |

|                      |    |
|----------------------|----|
| Amount for Approval: | \$ |
|----------------------|----|

Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: \_\_\_\_\_

Budget Adjustment (to be completed by Finance when applicable)

|                             |                     |         |         |
|-----------------------------|---------------------|---------|---------|
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |
| Account Number (ORG-OBJECT) | Account Description | \$      | \$      |
|                             |                     | Expense | Revenue |

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): \_\_\_\_\_

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

## RECYCLING PARTNERSHIP GRANT AGREEMENT

This Recycling Partnership Grant Agreement (“Grant Agreement”) is entered into on the last date of execution below (“Effective Date”), by and between THE RECYCLING PARTNERSHIP, INC., a non-stock corporation organized under the laws of the Commonwealth of Virginia, with its principal place of business located at 20 F Street NW, 7th Floor, Washington, DC 20001 (“Grantor”), and City of Bentonville, Arkansas, a municipal government organized pursuant to the laws of the State of Arkansas, with its principal place of business located at 305 SW A Street, Bentonville AR 72712 (the “Grantee”), which are referred to collectively herein as the “Parties” and each individually as a “Party.”

### RECITALS

WHEREAS, Grantor is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Code Section 501(c)(3), and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, Grantor’s purpose includes furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, Grantee intends to increase the capture of recyclable materials by delivering an intensive education and outreach program, as further described in Attachment A (hereinafter referred to as the “Work Plan” or the “Project”);

WHEREAS, Grantor has determined the Project will increase residential recycling and provide environmental benefits and thereby further its charitable purposes within the meaning of Code Section 501(c)(3); and

WHEREAS, Grantor desires to further its charitable purposes by providing Cash Grants (as defined below) and In-Kind Services (as defined below) to Grantee to support the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Grant Agreement Documents.** This Grant Agreement includes Attachment A, comprises the entire agreement between the Parties, and supersedes all previous and contemporaneous agreements and representations, whether oral or written.

2. **Term.** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on November 20, 2027.

3. **Duties of Grantee.** In exchange for the Cash Grants and In-Kind Services from Grantor, Grantee shall complete the Project including, without limitation, all reporting requirements, in accordance with the Work Plan and all other terms and conditions set forth in this Grant Agreement.

4. **Duties of Grantor.** Subject to Grantee satisfying its obligations under this Grant Agreement, Grantor shall make cash grants to Grantee in an amount not to exceed TWO-HUNDRED TWO THOUSAND DOLLARS (\$202,000) to support the Project (“Cash Grants”). The details of the Cash Grants and the anticipated costs and expenditures associated with the Project are set forth on Attachment A. Notwithstanding anything contained in this Grant Agreement to the contrary, Grantor shall not be obligated to distribute any Cash Grants to Grantee or a Vendor (as defined below), even if the required documentation is submitted to Grantor, unless such Cash Grants are for an Allowable Expenditure (as defined below). In addition to the Cash Grants, during the Grant Period, Grantor shall also provide Grantee with access to In-Kind Services with an estimated value of up to ONE HUNDRED AND TWENTY-FIVE THOUSAND DOLLARS (\$125,000) (“In-Kind Services”). A description and the projected value of the In-Kind Services is set forth on Attachment A.

5. **Distribution of Cash Grants.** During the Grant Period, Grantor shall distribute Cash Grants to Grantee to reimburse Grantee for Allowable Expenditures. An Allowable Expenditure is an actual expenditure associated with work performed, or goods or services acquired, in accordance with the Work Plan and in support of the Project, as determined by Grantor in its sole and absolute discretion (collectively, “Allowable Expenditures” and individually, an “Allowable Expenditure”). Costs incurred prior to the Grant Period, or for expenses related to travel, shall not be deemed an Allowable Expenditure without the prior written approval of Grantor.

a. **Invoices.** Grantee shall submit reimbursement requests to Grantor in the form of an invoice, using a template provided by Grantor (each an “Invoice” and collectively, the “Invoices”). All Invoices submitted to Grantor shall be accompanied by (i) copies of invoices for each Allowable Expenditure for which Grantee is seeking reimbursement; and (ii) reasonable and appropriate documentation showing the actual amounts paid by Grantee for all Allowable Expenditures included in the Invoice. Acceptable documentation showing the actual amount(s) paid may include copies of canceled checks or finance reports. Cash Grants, other than those paid directly to Vendors and excluding the final payment of Cash Grants, shall be distributed to Grantee within thirty (30) days of Grantor’s receipt of an Invoice. Total Cash Grants from Grantor will not exceed ninety percent (90%) of Allowable Expenditures until the submittal of a Final Report (as defined in the Work Plan).

b. **Final Invoice.** The final ten percent (10%) of Cash Grants shall be paid within thirty (30) days of (i) Grantee’s completion of the Project; (ii) Grantee’s submission of a Final Report; and (iii) Grantor’s acceptance of Grantee’s Final Report. Grantor may withhold Cash Grants if Grantee does not meet the aforementioned requirements or if Grantee fails to meet the reporting obligations set forth in the Work Plan. When distributing Cash Grants directly to Vendors in lieu of reimbursing Grantee, Grantor may, in its sole and absolute discretion, waive its right to withhold ten percent (10%). Cash Grants may be distributed to Grantee or to Vendors by check or direct deposit, as Grantee, Grantor and a Vendor, as the case may be, shall mutually agree upon prior to the distribution of a Cash Grant.

c. **Direct Payment to Vendors.** Grantor may, in its sole discretion and with the prior written consent of Grantee, which shall not be unreasonably withheld but may be withheld for legal, procurement, or conflict-of-interest concerns, hire and pay vendors directly on behalf Grantee for goods or services in support of the Project (each a “Vendor”). In such event, Grantor shall be solely responsible for the payment of all such Vendors. No Vendor may be an employee of Grantee, or an entity owned or controlled by an employee or immediate family member of an employee of Grantee (as defined in Code Section 4958(f)(4)) unless expressly permitted under applicable law and approved in writing by Grantee. Each Vendor shall operate as an independent contractor and not as an agent, representative, or employee of Grantee or Grantor. Grantor shall provide Grantee with prior written notice of its intent to hire any Vendor and sufficient information to allow Grantee to approve the Vendor and to coordinate integration of the services into the Project. Grantor shall require each Vendor to maintain commercially reasonable insurance and to indemnify and hold harmless Grantee and Grantor from claims arising out of the Vendor’s work, under terms no less protective than those customarily required in municipal contracts under Arkansas law. Neither Party shall be responsible for the acts or omissions of any Vendor.

6. **Notice.** Except as otherwise provided, all notices required by this Grant Agreement must be delivered by email to each Party’s primary and secondary (if any) contact, as set forth below.

| <b>Grantor Primary Contact:</b>                                                                    | <b>Grantor Secondary Contact</b>                                                                                                                              | <b>Grantee Contact:</b>                                                                           |
|----------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Zoë Killian<br>Program Manager<br>(P): (713) 806-9724<br>(E):<br>Zkillian@recyclingpartnership.org | Charlotte Pitt<br>VP, Community Development<br>(P): (303) 931-4045<br>(E): <a href="mailto:cpitt@recyclingpartnership.org">cpitt@recyclingpartnership.org</a> | Jerry Walls<br>Utilities Billing Manager<br>(P): 479-418-7138<br>(E):<br>JWalls@bentonvillear.com |

7. **Termination.** Either Party may terminate this Grant Agreement with thirty (30) days’ written notice, with a read receipt requested, to the other Party. If Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, Grantor may provide written notice to Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons

for termination and allow Grantee thirty (30) days to mitigate any specified reasons. If Grantee fails to cure such breach within the thirty (30) day period, as determined by Grantor in its sole discretion, Grantor may terminate this Grant Agreement by giving written notice to Grantee of such termination and the effective date of such termination (the “Termination Date”). Notwithstanding receipt of such notice of termination, Grantee may still receive Cash Grants for any Invoices which were submitted prior to the Termination Date and approved by Grantor in accordance with this Grant Agreement.

8. **Amendments and Extensions.** This Grant Agreement may only be amended in a writing signed by both Parties. Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan. Notwithstanding the foregoing, Grantor may grant extensions of time via email for Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If Grantee desires an extension, Grantee shall submit a written request to Grantor at least sixty (60) days prior to the due date of an obligation which Grantor shall review and either approve or deny in its reasonable discretion.

9. **Prohibited Lobbying and Political Activity.** Grantee shall not use or appropriate any Cash Grant to (i) carry on propaganda or otherwise attempt to influence legislation, or (ii) engage in political activity, including participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

10. **Publicity and Press Events.** Grantee may make information regarding this Grant Agreement and the Project available to the public at any time after the Effective Date and in a manner which the Parties deem appropriate. This requirement is not intended to limit or otherwise restrict Grantee’s public information obligations or requirements, if any, and is instead intended to allow the Parties to coordinate public announcements about the Project. Grantee hereby expressly authorizes Grantor and any other funders of the Project (including without limitation, Walmart, Inc.) to publicize the Project and information related to the Project, including Grantee’s participation in the Project, in each case at any time after the Effective Date. Grantee agrees to reasonably cooperate with Grantor during the Grant Period to publicize the Project, including, but not limited to, designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding, as appropriate, to relevant and pertinent press inquiries. Each Party agrees to provide the other with reasonable advanced notice of any efforts to publicize the Project for the purpose of allowing the Parties to coordinate any public announcements.

11. **Compliance with Patent, Trademark and Copyright Laws.** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in the performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents. The Parties agree to release, indemnify and

save one another harmless from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work by the Parties under this Grant Agreement which infringes upon any patent, trademark, or copyright protected by law.

12. **Electronic Signatures and Electronic Records.** This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically in the manner specified by the Parties. The Parties agree not to object to the admissibility, legal effect, or enforceability of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not an original.

13. **Assignment, Successors and Assigns:** Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. If this Grant Agreement is properly assigned, then it will bind and benefit the successors and assigns of the Parties. Any assignment in violation of this Paragraph will be void.

14. **Construction of Agreement.** This Agreement shall be construed so as (i) not to interfere with the accomplishment of the tax-exempt purposes and activities of Grantor; (ii) not to jeopardize compliance with federal or state statutes, rules, and regulations governing nonprofit and tax-exempt organizations; and (iii) not to cause any inurement or improper private benefit. Accordingly, it is the intention of the Parties that this Agreement will conform with applicable requirements, including, without limitation, making adjustments to payment amounts as may be necessary or appropriate to ensure fairness and reasonableness or as required by law. This Agreement shall be construed and limited accordingly.

15. **Signature Warranty.** Each of the undersigned represents and warrants that they are authorized to execute this Grant Agreement.

16. **Appropriations Limitation:** All expenditures by Grantee under this Grant Agreement are subject to appropriations by the Bentonville City Council. Consequently, this Grant Agreement shall bind Grantee only to the extent that it appropriates sufficient funds to perform its obligations hereunder.

**[The balance of this page is intentionally left blank. Signature page to follow.]**

The Parties have executed this Grant Agreement as of the Effective Date.

**GRANTOR:**

THE RECYCLING PARTNERSHIP, INC.

By: \_\_\_\_\_  
Name: Charlotte Pitt  
Title: VP, Community Development  
Date: \_\_\_\_\_

**GRANTEE:**

CITY OF BENTONVILLE, ARKANSAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### **Attachment A: Work Plan**

a. **Background.** The City of Bentonville is a community in NW Arkansas and is part of the Benton County Solid Waste District. The community has about 15,900 single-family households and a population of about 61,000 people. Sanitation services, including recycling, are provided through a newly instituted, Grantee-held contract with Republic Services, who currently collects trash and recycling weekly and takes recyclable materials to an internal sorting facility in Springfield, MO.

b. **Project Description.** With the support of Cash Grants and In-Kind Services from Grantor, Grantee will conduct a robust engagement program to increase participation and capture of recyclable materials from the City's residential curbside collection program. Engagement tactics will include direct to resident messaging via mail and cart tagging, digital engagement and possible use of in-home bin kits.

c. **Measurement Plan.** Grantee will implement a system for tracking monthly tonnage data for municipal solid waste and curbside recyclables generated by and collected from curbside recycling eligible households. With the support of Cash Grants, Grantee will also implement a system for tracking recycling set out rates (participation) by implementing a manual audit system using a Grantor approved phone based-app and manual, feet on the street tracking, that will be coupled with cart-tagging.

It is further possible, but not required, that Grantor may present Grantee with the opportunity to collaborate in a study funded by Grantor to assess pre- and/or post-implementation capture rates for individual recyclable materials, customer surveys and/or focus groups to understand community understanding and support for recycling services. Such a study, if conducted, will be planned in collaboration with Grantee and Grantee's partners, and Grantee will have access to results of this measurement work.

d. **Project Budget.** The amounts set forth in the table below represent Grantor's intended distribution of Cash Grants pursuant to this Grant Agreement:

| <b>Grant Element</b>           | <b>Description</b>                                                                                                                      | <b>Grant Amount</b> |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| Education and Outreach Support | Various elements of resident outreach including direct mail, cart-tagging, advertising, pre and post audits of setouts and direct mail. | \$159,000           |
| Total In-home engagement       | In-home engagement for non-participants to include stickers, printed materials and in-home bins                                         | \$18,000            |
| Measurement                    | Pre and post surveys of residents to understand participation and impacts of the program                                                | \$25,000            |
| Total                          |                                                                                                                                         | \$202,000           |

In addition to Cash Grants, Grantor shall provide In-Kind Services for the purpose of supporting the Project through the provision of technical support for strategic planning, program assessment, program

implementation, measurement activities, and recycling education and outreach including graphic design customization. The anticipated In-Kind Services, and the projected value of such services, are as follows:

| <b>Description of In-Kind Services</b>                                                   | <b>Projected Value</b> |
|------------------------------------------------------------------------------------------|------------------------|
| Access to Grantor’s educational campaign materials                                       | Up to \$100,000        |
| Dedicated technical assistance and outreach campaign design support from Grantor’s staff | Up to \$25,000         |
| <b>Total</b>                                                                             | <b>Up to \$125,000</b> |

All costs associated with Project implementation beyond the Cash Grants and In-Kind Services from Grantor will be the responsibility of Grantee. It is understood by the Parties that Grantee may combine Cash Grants with local funding as well as grant funding from other sources to fund the Project. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the actual expenses associated with Grantee’s education and outreach efforts. Upon the mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted among expense categories. The actual amount of Cash Grants paid by Grantor will be based on reimbursement for Allowable Expenditures pursuant to the Grant Agreement. Notwithstanding anything contained herein, the total amount of Cash Grants shall not exceed the amount specified in this Grant Agreement.

e. **Grantee Engagement.** Grantee will commit sufficient staff time and resources for the planning, implementation and management of the Project, including but not limited to (a) reviewing and approving Grantor-designed educational materials; (b) developing and implementing a an education program that includes the use of Grantee’s website, digital content, and supported events; (c) producing and distributing educational materials; (d) supporting research and program analysis through the reporting and measurement data; (e) assistance with Grantor funded measurement activities; and (f) providing additional support as the Project requires.

f. **Public Education and Outreach Campaign.** Grantee will work closely with Grantor to develop and implement an effective education and outreach campaign, utilizing the approach outlined herein. Technical and design support will be provided by Grantor as set out in the Grant Agreement. Grantee will work closely with Grantor to maximize the educational efforts and materials developed during this campaign. The Parties mutually agree to leverage industry best management practices and available data, such as contamination and participation rates among residential households through time, to track the efficacy of the campaign and adjust the strategy in response to observed changing residential behaviors. At a minimum, this educational effort will focus on one direct mail piece, four (4) cart tags with non-feedback messaging, promotion through the Grantee’s existing digital avenues, potential digital enhancements and advertising, and other reasonable outreach tolls locally available. The educational effort will target all households in Grantee’s service jurisdiction in the first round of engagement and then will focus on engaging households that have been identified as low or non-participating households for

additional targeted engagement. All engagement will, at a minimum, utilize the following supporting tools:

- Direct mail postcard;
- Four rounds of Cart tags;
- A packet of information about recycling to be delivered to residents identified as low or non-participating;
- An update to Grantee's website to communicate proper recycling;
- Digital tools; and
- Limited in-home bins as determined by the TRP Community Project Manager.

In addition, and as agreed by the Parties, outreach efforts may be expanded to include one or more of the following:

- Public activation event to drive citizen engagement in recycling;
- Language translation services;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined by the Parties.

g. **Graphic Design Edits.** Grantor will work with Grantee to customize educational materials to fit the needs of Grantee's campaign for the Project in accordance with the timeline established by the Parties. Grantor will provide two (2) rounds of edits to the graphic design of campaign materials. Additional rounds of editing on graphic design materials may be provided upon the mutual agreement of the Parties. Grantee must provide at least five (5) days' written notice to Grantor's primary contact for any edits or changes to educational materials that are to be reviewed by Grantor. If Grantee uses a third-party for the design of education and outreach materials, Grantor will cooperate with such third-party by providing access to Grantor's tools, artwork, and images for use by such third-party in accordance with the Grant Agreement. Grantor will not, however, provide customized design services to such third-party. Print buying and approvals are the sole responsibility of Grantee unless otherwise agreed upon by the Parties. Grantee shall have all publications produced as a result of this Grant Agreement printed double-sided on recycled-content paper with a minimum of thirty percent (30%) post-consumer recycled content.

h. **Logo Usage.** During the Grant Period, Grantee shall use Grantor's logo with the phrase "Funded in part by" on all materials associated with the Project, unless otherwise agreed by the Parties or prohibited by applicable law. Grantee hereby agrees that if the Project is funded by one or more funders in addition to Grantor, then, in addition to Grantor's logo, such funders may also require acknowledgment by Grantee in communications, educational and/or outreach materials, including the "Funded in part by" language, and the use of such funder's logo(s). Prior to use, Grantor requires proof review and approval of any

campaign materials developed by Grantee or a third-party that uses campaign images, graphics, or logos of Grantor and any of its funders. Upon receipt of materials for review, Grantor agrees to review proofs and provide feedback within ten (10) business days, or it shall forfeit the right to require the use of its logo, and the logos of any of its funders and associated use of the “Funded in part by” phrasing. Grantor understands that under no circumstances may Grantee appear to be endorsing or advertising on behalf of a private business.

i. **Anticipated Timeline.** The Parties agree to develop and maintain a detailed project timeline, setting periodic milestones for the implementation of the Project. The anticipated key dates in the Project are as follows:

- Q3-4 2026 - Grantee collaborates with Grantor to start developing outreach materials and agree upon the timeline and marketing plan.
- Q4 2026 or Q1 2027 - Campaign begins.
- Q2 2027 - Project team assesses results of campaign and determines any additional programmatic needs.
- Q2 -Q3 2027 - Project team finalizes data and drafts Final Report.
- Q4 2027 – Project complete.

The Parties acknowledge the difficulty of predicting the exact dates for implementation of the various elements of the Project. Accordingly, the above dates are intended as milestones, with the understanding that if unanticipated changes or delays in the schedule occur, the Parties may revisit the timeline and adjust the schedule as necessary for the successful implementation of the Project, including an extension of the Grant Period as needed.

j. **Reporting and Additional Post-Award Requirements.** Grantor’s provision of the Cash Grants and In-Kind Services contemplated herein is expressly conditioned upon Grantee’s satisfaction of following reporting requirements:

- **W-9.** Within fifteen (15) days of the Effective Date, Grantee shall provide Grantor with an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, signed and dated in the current year.
- **Baseline Data.** In order to establish a baseline for measurement of Project success, Grantee shall provide Grantor with monthly solid waste and recycling tonnage data (if any) for at least the twelve (12) month period immediately preceding Project commencement (the “Baseline Period”). If such data is not available, Grantee agrees to work with Grantor to develop estimates of solid waste and recycling tonnage data for the Baseline Period.
- **Quarterly Reports.** Until the end of the Grant Period, or the one (1) year anniversary of Project implementation, whichever is later, Grantee shall deliver quarterly reports containing

monthly solid waste and recycling data. Such quarterly reports shall be submitted electronically via a reporting system and format established by Grantor.

- **Solutions Hub.** Grantee shall establish a profile in Grantor's Recycling Program Solutions Hub (the "Solutions Hub") and a representative of Grantee shall become a verified representative for Grantee's jurisdiction within the Solutions Hub. Access to and use of the Solutions Hub is provided at no cost to Grantee. Upon execution of this Grant Agreement, Grantee shall complete the general information section of Grantee's community profile, update information in the Solutions Hub for Grantee's current recycling efforts (if any), and submit recycling data for the Baseline Period into the Solutions Hub. Finally, to aid in the tracking of the long-term impacts of the Project, for a period of five (5) years following the end of the Grant Period, Grantee shall update its profile and report annually regarding its recycling efforts in the Solutions Hub. Grantor may, in its sole discretion, eliminate Grantee's cost-free access to the Solutions Hub at any time. In the event of such access termination, Grantor shall provide Grantee with an alternative reporting mechanism that is no more burdensome than the Solutions Hub, and Grantee's reporting obligations shall continue.
- **Final Report.** No less than thirty (30) days prior to the end of the Grant Period, Grantee shall submit a draft final report (the "Final Report") to Grantor for review. Grantor will provide Grantee with the required format for the Final Report. Within fourteen (14) days of receipt of the draft Final Report, Grantor shall provide feedback to Grantee, including necessary changes and points of clarification. Grantee shall then incorporate any such revisions and submit a fully reviewed and approved Final Report within sixty (60) days of the end of the Grant Period.