



**Finance Committee
Meeting Agenda
August 25, 2026
4:30 PM
City Council Chambers**

City Council Members:

Dan Grover	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

*If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

City Council Items To Be Considered

- | | |
|---|-------------------|
| 1. Section II Item 4 from the City Council
Agenda: Resolution Accepting a Grant
from Fidelity for the Great
Neighborhoods Partnership Tree
Program | Resolution |
| A Resolution to accept a grant from Fidelity in the amount of \$22,500.00 to fund the 2026 Great Neighborhoods Partnership Tree Program. A budget adjustment is needed. | |
| 2. Section II Item 10 from the City Council
Agenda: Resolution and Budget
Adjustment Recognizing a Donation
from Harps Food Stores, Inc. | Resolution |
| Resolution recognizing a donation in the amount of \$563.00 from Harps Food Stores, Inc. A budget adjustment is needed. | |
| 3. Section II Item 11 from the City Council
Agenda: Resolution to Recognize and
Accept a Justice Assistance Grant for
Additional Police Equipment | Resolution |
| A Resolution to recognize and accept a Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,824.00. A budget adjustment is needed to recognize the funds. | |
| 4. Section II Item 18 from the City Council
Agenda: Resolution Accepting FFY2026 | Resolution |

**NWARPC Grant Funds for Greenhouse
Road Improvements**

A Resolution authorizing acceptance of \$2,372,920.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Greenhouse Road Improvements project (Job No. 090628). A budget adjustment is needed.

5. **Section II Item 19 from the City Council** **Resolution**
Agenda: Resolution Accepting FFY2025
NWARPC Grant Funds for I-49/J Street
Interchange Improvements

A Resolution authorizing acceptance of \$2,500,000 in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676). A budget adjustment is needed.

6. **Section II Item 20 from the City Council** **Resolution**
Agenda: Resolution Accepting FFY2026
NWARPC Grant Funds for Vaughn Road
Improvements

A Resolution authorizing acceptance of \$1,544,000.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613). A budget adjustment is needed.

7. **Section III Item 1 from the City Council** **Ordinance***
Agenda: Ordinance Approving a Waiver
of Bid for Purchase of 161 kV Breakers
from GE Grid Solutions

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. The Utility Board approved 3-0. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Baylea Birchfield
Phone:	479-271-3122	For Department(s):	Planning
Email:	baylea.birchfield@bentonville.ar.gov		

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:	Resolution Accepting a Grant from Fidelity for the Great Neighborhoods Partnership Tree Program
Action Recommendation & Justification:	A Resolution to accept a grant from Fidelity in the amount of \$22,500.00 to fund the 2026 Great Neighborhoods Partnership Tree Program. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a partnership with the Arbor Day Foundation for implementation. This grant is paying for \$22,500.00 of the Arbor Day contracted amount. The remaining balance of \$2,800.00 for the full amount of \$25,300.00 will be paid for out of the budgeted Great Neighborhoods Partnership program.
Amount for Approval:	\$ 22,500.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

101610-33810	Local Grants	\$	\$ 22,500.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
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

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MEMO



To: Mayor Stephanie Orman and Bentonville City Council

From: Baylea Birchfield, PCED, Planner II

CC date: August 28, 2026

RE: **Accepting a Grant for the Great Neighborhoods Partnership Tree Funding**

Request. A resolution accepting a grant from Fidelity in the amount of \$22,500 to fund the 2026 Great Neighborhoods Partnership Tree Program. This is a partnership with the Arbor Day Foundation for implementation. This grant pays \$22,500 of the Arbor Day contracted amount. The remaining balance of \$2,800 for the full amount of \$25,300 will be paid for out of the budgeted Great Neighborhoods Partnership program. A budget adjustment is needed.

Recommendation. Approval of the resolution.



This agreement, on July 20, 2026, states the partnership details of City of Bentonville (hereinafter "Partner") and the Arbor Day Foundation (hereinafter "ADF") beginning July 20, 2026, and ending December 31, 2026.

Partnership Details

1. Partner is providing \$25,300 total funding for a Community Tree Distribution project
2. Funding equates to 180 3-gal trees at \$125 and 20 5-gal trees at \$140
3. Tree distribution will be done as a direct mail to participants program
4. Partner will provide all details for customized website creation by 7/27/2026
5. ADF will launch customized web portal for reservations no later than 8/5/2026 (dependent on all details being received by Partner)
6. Trees will be offered for FREE to participants, 2 tree max per household to eligible audience
7. Partner will promote the tree offering until all trees are claimed, with ADF launching the customized website no later than August 5, 2026 (dependent on all details being received by Partner).
8. Validation will be set up for geo-lookup through GIS data with approve/deny functionality
9. ADF will mail final program invoice to Bentonville Planning Department – Attn: Tyler Overstreet by 11/30/2026.

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Partnership Scope-of-Work

As a part of this partnership, Partner agrees to:

- Pay agreed upon amount per tree to distribute the full quantity of trees to participants in your decided upon geography. A minimum of 85% of trees will be pre-reserved and captured in the online reservation tool.
- If Partner is new to the program, complete and submit the online application where you will provide a tree species wish list to ADF: <https://est.arborday.org/Application/Company>
- Choose tree species from availability list provided by ADF. (Species substitutions sometimes need to happen due to crop failures or growth/quality issues. If this scenario occurs, ADF will work with Partner to discuss interchangeable species.)
- Provide eligible zip codes, tree event details, and welcome message copy to ADF according the agreed upon timeline.
- Review and approve customized website including the Terms and Conditions.
- Promote the program through multiple marketing channels which may include direct mail campaigns, email campaigns, search engine marketing, web site promotions, press releases, social media and other channels.
 - Prior to launch of the Program, Partner will provide a formal marketing plan, including a timeline and verbiage details to ADF. This marketing plan will include additional marketing that will take place during the last 1-2 weeks prior to program end date, if at least 85% of the trees are not yet reserved.
 - All marketing materials must be sent to ADF for branding approval.
- Deliver checks/payments within 30 days of receipt of invoice to:

Arbor Day Foundation
Attn: Accounting
P.O. Box 80208
Lincoln, NE 68501

- Determine and coordinate the designated location(s) for trees to be picked up by participants.
- Organize and staff the scheduled tree pickup events.
- Arrange location for trees to be delivered, stored, secured 24-48 hours before your event.
- Provide pickup event details to ADF on or before the date specified on page 1, item 4 of the Partnership Details. This includes event dates, times, locations, delivery address for trees, contact person, phone number, and any special instructions.
 - Partner will plan for delivery and secure storage of trees 24-48 hours before event date.
 - Partner will assume responsibility for unloading trees from delivery truck.
 - Partner must communicate any concern of poor tree health upon immediate receipt of trees with the ADF team. (Photos may be requested for purposes of communication with the grower.)
- Unreserved or unclaimed Trees:
 - In case of direct mail model, Partner agrees to make all commercially reasonable efforts to select a mutually agreeable location in which any trees not reserved prior to the close of the program will be planted. However, both Parties agree that if a mutually agreeable location is not selected within fourteen (14) days after the close of the program, then the Partner's remaining trees will be used in a location ADF has identified as a community of greatest need.

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- In case of pickup event model, any unreserved trees will be shipped to Partner, and Partner will assume the sole responsibility of the trees and will be responsible for determining how to use or distribute those trees.
- In case of any trees not claimed at a pick-up event, the Partner shall assume the sole responsibility and cost of the unclaimed trees and will be responsible for determining how to use or distribute those remaining trees.

As a part of this partnership, the Arbor Day Foundation agrees to:

- Provide a pre-selected list of available tree species for Partner to choose from.
- Source specified quantity of containerized trees for Partner's program.
 - Trees are to be delivered in a healthy condition, without damage and free of disease and/or pests. Trees may be leafless or in dormant condition on arrival.
- In case of direct mail model--

 - Trees are to be pre-reserved and shipped directly to participants' residences by ADF vendor.
 - Insert planting/care instructions with tree shipments to residents.
 - In the case that trees are not depleted by the end ship date, trees will be available for a final bulk shipment to location determined by Partner or ADF can provide a recommendation to an Alliance for Community Trees member in the Partner's area.

In case of pickup event model--

 - Trees are to be bulk transported to Partner event site 24-48 hours before event.
- Maintain customized website (tree portal) for Partner:
 - Provide a custom url for Partner's reservation website.
 - Create and customize tree reservation website per Partner's provided details.
 - Setup program per the delivery model chosen by Partner.
 - Launch website per terms where trees will be reserved by participants
 - Website customizations to include:
 - Approved Partner logo;
 - Interactive mapping tool;
 - i-Tree Tools research on the long-term benefits of specific trees planted around participant's house (including energy savings, air quality, and carbon emissions);
 - Customized welcome message and terms and conditions statement (will require each participant to accept these terms for each order submitted);
 - Order confirmation email will vary slightly depending on program model that participant has selected. Email will include a map showing the agreed upon energy saving planting location;
 - Provide a specific toll-free customer service line to support participant help/questions surrounding the program; and
 - Pre-event reminder email and text message.
- Provide Partner with access to an online marketing toolkit which includes logos, samples, templates of promotional materials to be used for advertising and marketing.
- Collect and provide a wait list of Partner participants who express interest after trees are depleted.
- Provide an invoice to Partner via email. Payment due within 30 days of receipt of Invoice.
- Provide dashboard login access to allow Partner to access and download all data related to this program including all customer orders and environmental data.
- Administer post-program survey to participants and compile results to share with Partner.
- Provide program summary report to Partner. Report to include cumulative tree data related to environmental impact: energy benefits (kWh and therms conserved) and community b

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(lbs of CO2 sequestered and avoided, gallons storm water conserved, lbs of air filtered) and other Key Performance Indicators. Report will be shared with Partner via email.

- Will indemnify and hold harmless Partner, its officers, directors, employees and affiliates from and against any and all claims, liabilities, losses, costs, damages or expenses (including court costs and reasonable attorney’s fees) due to damages or losses suffered by third parties in connection with the operation of this agreement.

Arbor Day Foundation will retain rights of use for tree-related data (data *not* pertaining to Partner customer identity) captured through the Arbor Day Foundation tree distribution tool.

Partner agrees that all data provided under this Agreement shall not be used in any manner that is discriminatory. The Partner shall ensure that the data is utilized in compliance with all applicable laws and regulations, and in a manner that promotes fairness, equality, and non-discrimination. Any use of the data that results in discrimination based on race, color, religion, sex, national origin, age, disability, or any other protected characteristic is strictly prohibited.

If either party or its key executives commit any act or become involved in any situation that conflicts with the Arbor Day Foundation’s mission of environmental conservation or results in serious negative publicity, the non-involved party shall have the right to terminate this Agreement.

Upon approval, please sign and date this agreement.

City of Bentonville DocuSigned by: B79D2F448D8B47F... Signature 07/27/26 7:45 AM CDT Date Stephanie Orman MAYOR Printed Name; Title	Arbor Day Foundation DocuSigned by: 32247B3300D9C96B... Dan Morrow, VP of Partnerships 07/20/26 1:55 PM PDT Date Signed by: 4EC6582282144DB... Grace Widseth, Director of Corporate Partnerships 07/20/26 12:57 PM CDT Date
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SO

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ACCEPT A GRANT FROM FIDELITY IN THE AMOUNT OF
TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00),
TO FUND THE 2026 GREAT NEIGHBORHOODS PARTNERSHIP TREE
PROGRAM; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, Fidelity has awarded the City a grant in the amount of twenty-two thousand five hundred dollars (\$22,500.00);

WHEREAS, this grant will fund the purchase of trees and delivery to neighborhoods in the Great Neighborhoods Partnership Program; and

WHEREAS, a budget adjustment is needed to recognize grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the Mayor and City Clerk are authorized to accept a grant from Fidelity in the amount of twenty-two thousand five hundred dollars (\$22,500.00), funding tree purchase and delivery to neighborhoods in the Great Neighborhoods Partnership Program;

Section 2: The 2026 Budget is adjusted to recognize grant funds in the amount of twenty-two thousand five hundred dollars (\$22,500.00) into Account #101610-33810 – Local Grants;

Section 3 – Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 – Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Glynn Bertrand
Phone:	(479) 271-3172	For Department(s):	Police Department
Email:	glynn.bertrand@bentonville.ar.gov		

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:	Resolution and Budget Adjustment Recognizing a Donation from Harps Food Stores, Inc.
Action Recommendation & Justification:	Resolution recognizing a donation in the amount of \$563.00 from Harps Food Stores, Inc. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Allocate funds from Miscellaneous Donation (Account 102010-37010) to Miscellaneous Expense Account (102010-42830).
Amount for Approval:	\$ 563.00

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☒ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

102010-37010	Miscellaneous Donation Account	\$	\$ 563.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-42830	Miscellaneous Expense Account	\$ 563.00	\$
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

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO
RECOGNIZE DONATION FROM HARPS FOOD STORES, INC
IN THE AMOUNT OF FIVE-HUNDRED SIXTY-THREE DOLLARS
(\$563.00); AND FOR OTHER PURPOSES.**

WHEREAS, Harps Food Stores, Inc. has generously provided a donation to support community programs and services; and

WHEREAS, the Bentonville Police Department wishes to formally recognize this contribution and adjust the budget to reflect the receipt of these funds; and

WHEREAS, the acceptance of this donation will enhance the ability of the Department to carry out its mission and serve the public effectively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1 – Authorization of Budget Adjustment:

The donation from Harps Food Stores, Inc. in the amount of five hundred sixty-three dollars \$563.00 is hereby gratefully acknowledged. The 2026 Budget is hereby adjusted to recognize said amount into Account #102010-37010 Miscellaneous Donation Account and to then appropriate the same amount into Account #102010-42830 Miscellaneous Expense Account.

Section 2 – Severability Provision:

If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 – Repeal of Conflicting Provisions:

All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Chief Glynn Bertrand
Phone:	479-271-3170	For Department(s):	Police Department
Email:	Glynn.Bertrand@bentonville.ar.gov		

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:	Resolution to Recognize and Accept a Justice Assistance Grant for Additional Police Equipment
Action Recommendation & Justification:	Resolution to recognize and accept a Edward Byrne Memorial Justice Assistance Grant in the amount of \$12,824.00. A budget adjustment is needed to recognize the funds.
Additional Comments for Consideration (Optional):	JAG funds (15PBJA-25-GG-02812-JAGX) will be used to purchase a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence. The grant will cover \$12,824 and the remaining \$5,926 will be paid by moving budget from 43310 Technical/Data Processing to 47210 Computer Equipment
Amount for Approval:	\$ 12,824.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☒ OTHER: JAG Funds (Grant)

Budget Adjustment (to be completed by Finance when applicable)

102010-33110	Federal Grant Account	\$	\$ 12,824.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-43310	Technical/Data Processing	\$ -5,926.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47210	Computer Equipment	\$ 12,824.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102010-47210	Computer Equipment	\$ 5,926.00	\$
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

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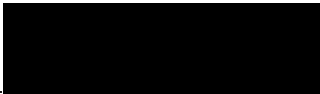
**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.
7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.



Signature of Chief Executive of the Applicant Unit of
Local Government
Stephanie Orman

Printed Name of Chief Executive
City of Bentonville

Name of Applicant Unit of Local Government

August 13, 2026 | 2:05 PM CDT

Date of Certification
Mayor

Title of Chief Executive



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BENTONVILLE 1000 SW 14TH ST
City, State and Zip:	BENTONVILLE, AR 72712
Recipient UEI:	FLE5EGLSGK66
Project Title: Bentonville AR Community Policing Opportunities. Forensic Recovery and Evidence Device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence.	Award Number: 15PBJA-25-GG-02812-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: \$12,824.00	Federal Award Date: 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	Project Period End Date: 9/30/27
Budget Period Start Date: 10/1/24	Budget Period End Date: 9/30/27
Project Description: This grant will help fund a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence. The local grant allocation will pay for a majority of this item, and the remainder will be paid for with the police's budget.	

Award Letter

July 31, 2026

Dear Stephanie Orman,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF BENTONVILLE for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is \$12,824.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important

matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See

<https://bja.ojp.gov/funding/nepa-guidance> for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
FLE5EGLSGK66

Street 1
1000 SW 14TH ST

Street 2

City
BENTONVILLE

State/U.S. Territory
Arkansas

Zip/Postal Code
72712

Country
United States

County/Parish

Province

Award Details

Federal Award Date

7/31/26

Award Type

Initial

Award Number

15PBJA-25-GG-02812-JAGX

Supplement Number

00

Federal Award Amount

\$12,824.00

Funding Instrument Type

Grant

Assistance Listing

Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT14622791

Grant Manager Name

Elaine Vanlandingham

Phone Number

[REDACTED]

E-mail Address

[REDACTED]

Project Title

Bentonville AR Community Policing Opportunities. Forensic Recovery and Evidence Device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence.

Performance Period Start

Date

10/01/2024

Performance Period End Date

09/30/2027

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2027

Project Description

This grant will help fund a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence. The local grant allocation will pay for a majority of this item, and the remainder will be paid for with the police's budget.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially

similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see "Nondiscrimination provisions and the Religious Freedom Restoration Act," accessible at <https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements>.

Condition 3

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6

Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any

applicable Federal civil rights or nondiscrimination laws.

Condition 7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at

any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Condition 11

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22**OJP Training Guiding Principles**

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

Condition 23**Requirement to report potentially duplicative funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24**Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25**Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26**Potential imposition of additional requirements**

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Condition 33

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A ("Award Term") and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit <https://sam.gov/fsrs>.

Condition 34

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35

Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: "This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following

statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: <https://bja.ojp.gov/program/it/gsp-grant-condition>. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
- f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44

The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo

external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records

systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49

Compliance with trauma kit standards

If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction.

A. For purposes of this condition—

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—

(a) through any database,

(b) in connection with any law enforcement partnership or task-force,

(c) in connection with any request for law enforcement assistance or -cooperation, or

(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one—

(a) within the recipient, or

(b) to any subrecipient (at any tier) that is a government entity.

B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—

(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or

(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.

Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an "information-communication restriction."

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.

5. Rules of Construction.

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(4) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.

Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability.

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities.

Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be

exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—
(a) conviction described in 8 U.S.C. 1227(a)(2), or
(b) conduct described in 8 U.S.C. 1227(a)(4).

(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55

The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56

Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less

than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57

No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bj.a.ojp.gov/funding/uas>.

Condition 58

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59

No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at <https://bluelist.appsplatformportals.us/>) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: <https://bj.a.ojp.gov/funding/uas>.

Condition 60

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs

or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

Condition 62

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification (ACM) has been issued to remove this condition.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either)

may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/27/26 6:45 PM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Sold To

Bentonville Police Department AR
Christopher Alexander #309
908 SE 14th Street
Criminal Investigations Division
Digital Forensics Unit
Bentonville, AR

Phone 479-418-8629
Email Chris.Alexander@Bentonville.A

Ship To

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Christopher Alexander #309
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Phone 479-418-8629
Email Chris.Alexander@Bentonville.A

Quote Prepared By

Denny Carroll

O: 9209631401

C: 2246298805

dcarroll@acecomputers.com



Please note that actual memory operating speed is based on both the CPU selected and the Motherboard, and is typically not related to the rated speed of the memory (which correlates to the maximum memory speed).

Ace Computers Factory reserves the right to swap components based on availability to meet required delivery SLA. Any changes will be equivalent or better performance / specifications.

Contact forensics@acecomputers.com to FINALIZE Quotes, Changes or to process an order.

Terms

NET 30

P.O. Number

Ship Via

BEST WAY

Qty	Ace System #	Description	Unit Price
1	AF-MAX-TR9K	ACE FORCE MAX - AMD THREADRIPPER DIGITAL FORENSIC SYSTEM This build configuration meets or exceeds the customer requirements: CHASSIS: • Vanguard Style 12-Bay Forensic Full-Tower • 12x 5.25" Bays, (Bay availability depends on configuration) • Dimensions: 24.5"D x 9"W x 23.5"H • 1 x USB Type-C, 1 x e-SATA, 2 x USB 3.x, 1 x Microphone, 1 x Headphone • Premium Low Noise Cooling Fan(s) • Premium Grade Quiet Liquid Cooling Fan/Radiator/Pump • Premium 1200W 80+ Platinum Rated Efficiency, PS, w/ 5-15P Power Cord MOTHERBOARD & CHIPSET: • Asus WS WRX90E-SAGE SE Workstation Motherboard - AMD WRX90 Chipset - Socket sTR5 - SSI EEB - Ryzen Threadripper PRO Processor - Supported DDR5 SDRAM Maximum RAM - DIMM, UDIMM - 8 x Memory Slots - Gigabit Ethernet - DisplayPort - 4 x SATA Interfaces, I/O: • 2 x USB4® port(s) (2 x USB Type-C®, 40Gbps) • 6 x USB 3.2 Gen 2 port(s) (6 x Type-A) • 1 x USB 2.0 port(s) (2 x Type-A) • 1 x VGA port • 2 x mini DisplayPort (Input only) • 2 x Intel® 10Gb Ethernet port(s) • 1 x Realtek® 1Gb Ethernet port (BMC / management) • 2 x Audio jack(s) • 1 x BIOS FlashBack™ button	\$18,750.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Qty	Ace System #	Description	Unit Price
		• 1 x Clear CMOS button • 1 x USB 3.2 Gen 2x2 connector(s) (USB Type-C®, 20Gbps) • 1 x USB 3.2 Gen 1 header(s) support(s) additional 2 USB 3.2 Gen 1 ports • 2 x USB 2.0 header(s) support(s) additional 4 USB 2.0 ports CPU PROCESSOR: • AMD Ryzen Threadripper 9000 9970X Dotriaconta-core (32 Core) 4 GHz Processor - Box - 128 MB L3 Cache - 32 MB L2 Cache - 2.50 MB L1 Cache - 64-bit Processing - 4 nm - Socket sTR5 No Graphics - 350 W - 64 Threads MEMORY: • Kingston 256GB (8 x 32GB) DDR5 5600MT/s CL28 FURY Renegade Pro RDIMM Black EXPO - For Motherboard - 256 GB (8 x 32GB) - DDR5-5600/PC5-44800 DDR5 SDRAM - 5600 MHz Dual-rank Memory - CL28 - 1.35 V - ECC - Registered - 288-pin - DIMM - Lifetime Warranty GPU VIDEO: •=> PNY GeForce RTX™ 5060 8GB Dual Fan GPU - NVIDIA Blackwell Architecture, 8 GB GDDR7, 2497 MHz Boost Clock, 448 GB/s Memory Bandwidth, 128-bit Memory Interface, 154W Max Power Consumption, DisplayPort 2.1b (x3), HDMI 2.1b (x1), Dual-Slot Width. DATA STORAGE NVMe PCIe M.2 • NVMe Gen5 - 1x - => None • NVMe Gen4 - 2x - => Samsung 990 PRO 1 TB Solid State Drive - M.2 2280 Internal - PCI Express NVMe (PCI Express NVMe 4.0 x4) - Desktop PC, Gaming Console Device Supported - 7450 MB/s Maximum Read Transfer Rate - 256-bit AES Encryption Standard EVIDENCE DATA RAID: RAID - Yes, (HDD RAID 10, SSD RAID10) • RAID Controller Card: => BROADCOM - IMSOURCING MegaRAID 9341-8i SAS Controller - 12Gb/s SAS - PCI Express 3.0 x8 - Low-profile - Plug-in Card - RAID Supported - 0, 1, 5, 10, 50, JBOD RAID Level - 2 x SFF-8643 - 8 Total SAS Port(s) - 8 SAS Port(s) Internal - PC, Linux • RAID Cable: => Supermicro Slimline x8 (STR) To 8x SATA,70cm,100 Ohm,RoHS - First End: 8 x 7-pin Serial ATA - Second End: SFF-8654 SlimSAS • RAID FAN: DELTA 50X50X10 5500 3P 11.4CFM • SSD - => 4x Samsung 870 EVO MZ-77E1T0E 1 TB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Desktop PC, Notebook, Storage System Device Supported - 560 MB/s Maximum Read Transfer Rate - 256-bit Encryption Standard - 5 Year Warranty • HDD - =>4x WD Red Plus WD40EFZZ 4 TB Hard Drive - 3.5" - SATA - Conventional Magnetic Recording (CMR) Method - NAS, Desktop PC Device Supported - 5400rpm - 180 TB TBW - 3 Year Warranty NETWORK ATTACHED STORAGE NAS: No HOT SWAP FRONT I/O (Options HDD, SSD and NVMe hot swap) •HDD Hot Swap - Yes - 5bay 3.5" HDD - No drives installed •SSD Hot Swap - No •NVMe Hot Swap - No FORENSIC HARDWARE: • Ace Dongle Safe USB dongle protection (included) Bay1 • BluRay Optical 16X Triple Burner (DVD/CD/Blu-Ray) (End of Life and no inventory available after 2026) Bay2 • Front cooling fan - Law enforcement blue (3 bays) • Hot Swap 3.5" x 5 bay • USB 3.x and USB-C updated front interface - Not included • 10-Port USB 3.x HUB (R/W) - Not included • Ace Forensics Extendable Device Cooling Bay w/ Integrated (2x-USB-C)	

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Qty	Ace System #	Description	Unit Price
		(2x-USB-A) Ports USB 3.X HUB (R/W) & Ace Forensic Media Card Reader (R/O) – Not included • Logicube Forensic WriteBlocker – Not included • 10 of 12 bays used, 2 bays available for additional forensic I/O OPERATING SYSTEM: Windows 11 Pro 64-Bit High End Forensically Hardened OS WARRANTY: **Exclusive provider of five (5) year digital forensic warranty** Warranty 5-Year Parts & Labor Return-to-Depot Parts Replacement Phone Support Help Desk Available Mon-Fri 8am - 5pm CST SHIPPING: Domestic Freight & Shipping Included (USA ONLY). System ship palatalized for safe transport arrival. TAA COMPLIANT ISO: Assembled in an ISO 9001:2015, 14001:2015, 45001:2018 Certified Facility- ISO 27001 and ISO 28000 certified https://acecomputers.com/iso-company/ EPEAT & ENERGY STAR PARTICIPANT: https://acecomputers.com/company/sustainability-computer/ *Legal Notice: Quotation is for reference purposes only and will not be legally binding on either party. Quotations, in any format, furnished by Ace Computers shall not constitute a firm offer and may be changed or revoked at any time due to tariff fluctuations, regulatory changes, or order of any government bodies of any country beyond the control of Ace Computers. All Quotes Labeled as DRAFT are not valid until Finalized. This quotation is valid for 7 days from the FINAL issuance date. We reserve the right to rectify any typographical errors or omissions at our discretion.	

SubTotal	\$18,750.00
Tax	\$0.00
Shipping	\$0.00
Total	\$18,750.00

Please contact me if I can be of further assistance.

For Ace Branded Systems, or Systems in which Ace Computers Engineering and Production have imaged an Operating System per Customer Specifications, please contact Ace Technical Support before removal of that OS image, or you may be liable for additional engineering charges as a result of non-standard support requirements when attempting to reinstall/reimage your system.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
RECOGNIZE AND ACCEPT A JUSTICE ASSISTANCE GRANT FOR
ADDITIONAL POLICE EQUIPMENT IN THE AMOUNT OF TWELVE
THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS (\$12,824.00),
AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the Mayor and the City Clerk are authorized to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of twelve thousand eight hundred twenty-four dollars (\$12,824.00);

WHEREAS, JAG funds (15PBJA-25-GG-02812-JAGX) will be used to purchase a forensic recovery and evidence device (FRED) computer system used by law enforcement to collect, preserve, and analyze electronic evidence.

WHEREAS, the grant will cover twelve thousand eight hundred twenty-four dollars (\$12,824.00) and the remaining five thousand nine hundred twenty-six dollars (\$5,926) will be paid by moving budget from 43310 Technical/Data Processing to 47210 Computer Equipment budget adjustment is needed to recognize grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the Mayor and City Clerk are authorized to accept a Justice Assistance Grant for Additional Police Equipment in the amount of twelve thousand eight hundred twenty-four dollars (\$12,824.00);

Section 2: The 2026 Budget is adjusted to recognize grant funds in the amount twelve thousand eight hundred twenty-four dollars (\$12,824.00) into Account # 102010-33110 – Federal Grants then appropriating said amount into Account #102010-47210 Computer Equipment. The budget is further adjusted to appropriate Five-Thousand Nine-Hundred Twenty-Six Dollars (\$5,926.00) from Account #102010-43310 Technical/Data Processing into Account #102010-47210 Computer Equipment.

Section 3 – Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 – Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

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:	Resolution Accepting FFY2026 NWARPC Grant Funds for Greenhouse Road Improvements
Action Recommendation & Justification:	A Resolution authorizing acceptance of \$2,372,920.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Greenhouse Road Improvements project (Job No. 090628). A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grant provides \$2,372,920.00 in federal funding with a required 20% local match of \$593,230, for a total project amount of \$2,966,150. The local match will be split between Bentonville (55%) and Centerton (45%).
Amount for Approval:	\$ 2,372,920.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

203810-33110	Federal Direct Grant	\$	\$ 2,372,920
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-35540	Development Agreement	\$	\$ 266,953.50
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	\$ 2,966,150	\$
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

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JARED D. WILEY, P.E.
DIRECTOR

August 27, 2025

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning
Commission
1311 Clayton St.
Springdale, AR 72762

STEPHANIE
TIM
Dear Mayor Orman and Mr. Conklin:

Reference is made to the City's award of \$2,372,920.00 in 2026 Surface Transportation Block Grant Alternatives Program – Attributable (STBGP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for the right of way and utility phases of Job 090628, Greenhouse Rd. Safety Impvts. (Bentonville) (S). This awarded Federal-aid funding will now be incorporated into Job 090628. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a third supplement to the Agreement between the City of Bentonville, NWARPC, and the Department for Job 090628. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 090628 will now be \$7,262,884.00.

Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.

Sincerely,

Jared D. Wiley, P.E.
Director

APPROVED:

Stephanie Orman
Mayor

APPROVED:

Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery

Consultant Contracts
Local Programs
Program Management
Roadway Design
District 9
Job 090628 'C' File



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

June 17, 2025

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72713

Mayor Bill Edwards
City of Centerton
PO Box 208
Centerton, AR 72719

Re: Greenhouse Road Improvements (Hwy 12 to Hwy 102) (Job No. 090628) – ROW/Utilities
NWARPC FFY 2026 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Project to Date: \$7,262,884

Dear Mayor Orman and Mayor Edwards:

I am pleased to inform you that the Greenhouse Road Improvements (Hwy 12 to Hwy 102) (Job No. 090628) was selected by the Northwest Arkansas Regional Planning Commission on May 28, 2025, for Federal Fiscal Year (FFY) 2026 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2026 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	\$2,372,920	(80% Federal)
City Match	<u>\$ 593,230</u>	(20% Local Match)
Total	\$2,966,150	

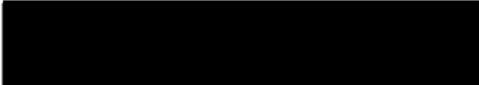
The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2026 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2026. All required submittals to the Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2026, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, providing oversight for federal-aid project delivery and ensuring compliance with applicable provisions of Title 23, U.S.C. ARDOT also processes reimbursement requests for NWARPC funding awards. For more details, please refer to the [ARDOT Local Public Agency Project Manual](#). Required training for this program will be conducted by ARDOT on **Thursday, July 17, 2025, from 8:30 a.m. to 9:30 a.m. at the NWARPC office**. Please ensure the appropriate staff member(s) attend.

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Whitnee V. Bullerwell, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Merideth, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT

Dan Weese, Bentonville Transportation
Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer
Alan Craighead, Centerton City Engineer



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

NWARPC Awarded Federal Funding - City of Bentonville				
Job No. - Project - Award Year	STBGP-A FEDERAL/ HIP/EARMK	TAP FEDERAL	CRP FEDERAL	TOTAL FEDERAL
090218	\$ 4,564,686			\$ 4,564,686
8th Street	\$ 4,564,686			\$ 4,564,686
2015	\$ 4,064,686			\$ 4,064,686
2019	\$ 500,000			\$ 500,000
090416		\$ 254,199		\$ 254,199
Walton Blvd Trail Construction Project		\$ 254,199		\$ 254,199
2014		\$ 254,199		\$ 254,199
090421	\$ 1,132,444			\$ 1,132,444
US 71B (N. Walton Blvd.) and 12th St. Intersection	\$ 1,132,444			\$ 1,132,444
2014	\$ 132,444			\$ 132,444
2016	\$ 500,000			\$ 500,000
2017	\$ 500,000			\$ 500,000
090473	\$ 1,100,000			\$ 1,100,000
SW I St. and Hwy. 102 Intersection	\$ 1,100,000			\$ 1,100,000
2016	\$ 100,000			\$ 100,000
2017	\$ 1,000,000			\$ 1,000,000
090479		\$ 22,041		\$ 22,041
McCullum Rd Side path		\$ 22,041		\$ 22,041
2019		\$ 22,041		\$ 22,041
090613	\$ 2,044,000			\$ 2,044,000
Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Inters	\$ 2,044,000			\$ 2,044,000
2022	\$ 500,000			\$ 500,000
2026	\$ 1,544,000			\$ 1,544,000
090628	\$ 7,262,884			\$ 7,262,884
Greenhouse Road Improvements (Hwy 12 to Hwy 102)	\$ 7,130,244			\$ 7,130,244
2021	\$ 850,000			\$ 850,000
2022	\$ 112,000			\$ 112,000
2024	\$ 3,333,396			\$ 3,333,396
2025	\$ 461,928			\$ 461,928
2026	\$ 2,372,920			\$ 2,372,920
Greenhouse Road Improvements (Hwy 12 to Hwy 102) HIP FUNDII	\$ 132,640			\$ 132,640
2021	\$ 132,640			\$ 132,640
090630		\$ 750,000		\$ 750,000
Razorback Greenway Relocation - I-49		\$ 750,000		\$ 750,000
2021		\$ 250,000		\$ 250,000
2023		\$ 500,000		\$ 500,000
090676	\$ 2,500,000			\$ 2,500,000
I-49 / J Street Interchange - Tiger Blvd to I-49	\$ 2,500,000			\$ 2,500,000
2025	\$ 2,500,000			\$ 2,500,000
090716		\$ 400,000		\$ 400,000
SW Bentonville Trail: Morning Star Trail – Vendor Blvd.		\$ 400,000		\$ 400,000
2024		\$ 400,000		\$ 400,000
Grand Total	\$ 18,604,014	\$ 1,426,240		\$ 20,030,253



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

NWARPC Awarded Federal Funding - City of Centerton					
Job No. - Project - Award Year	STBGP-A FEDERAL/ HIP/EARMK	TAP FEDERAL	CRP FEDERAL	TOTAL FEDERAL	
090238	\$ 600,000			\$ 600,000	
Hwy 102 Sidepath	\$ 600,000			\$ 600,000	
2023	\$ 600,000			\$ 600,000	
090471	\$ 1,215,000			\$ 1,215,000	
Hwy 102B/Seba Rd. Intersection Improvements	\$ 1,215,000			\$ 1,215,000	
2016	\$ 80,000			\$ 80,000	
2017	\$ 640,000			\$ 640,000	
2019	\$ 495,000			\$ 495,000	
090624		\$ 250,000		\$ 250,000	
McKissic Creek Trail		\$ 250,000		\$ 250,000	
2020		\$ 250,000		\$ 250,000	
090628	\$ 7,262,884			\$ 7,262,884	
Greenhouse Road Improvements (Hwy 12 to Hwy 102)	\$ 7,130,244			\$ 7,130,244	
2021	\$ 850,000			\$ 850,000	
2022	\$ 112,000			\$ 112,000	
2024	\$ 3,333,396			\$ 3,333,396	
2025	\$ 461,928			\$ 461,928	
2026	\$ 2,372,920			\$ 2,372,920	
Greenhouse Road Improvements (Hwy 12 to Hwy 102) HIP FUND	\$ 132,640			\$ 132,640	
2021	\$ 132,640			\$ 132,640	
090706			\$ 500,000	\$ 500,000	
McKissic Trail Phase 2			\$ 500,000	\$ 500,000	
2022			\$ 500,000	\$ 500,000	
090715			\$ 25,000	\$ 25,000	
Fish Hatchery Rd Trail Project			\$ 25,000	\$ 25,000	
2023			\$ 25,000	\$ 25,000	
TBD	\$ 100,000			\$ 100,000	
Hwy 102/E Centerton Blvd. & Wornack St. Traffic Signal	\$ 100,000			\$ 100,000	
2026	\$ 100,000			\$ 100,000	
090710		\$ 494,955	\$ 227,000	\$ 721,955	
City Sidewalk Impvts.		\$ 494,955	\$ 227,000	\$ 721,955	
2025		\$ 94,955	\$ 227,000	\$ 321,955	
2026		\$ 400,000		\$ 400,000	
Grand Total	\$ 9,177,884	\$ 744,955	\$ 752,000	\$ 10,674,839	

RESOLUTION NO. 3-11-25 D

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO PARTNER WITH THE CITY OF CENTERTON TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACTIVITIES TO IMPROVE GREENHOUSE ROAD.

WHEREAS, The City of Bentonville understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Greenhouse Road; and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the City of Bentonville intends to partner with the City of Centerton and apply for STBGP-A funding for this project; and

WHEREAS, the current application requests two million five hundred seventy-two thousand nine hundred nineteen dollars and sixty-eight cents (\$2,572,919.68) to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is six hundred forty-three thousand two hundred twenty-nine dollars and ninety-two cents (\$643,229.92); and

WHEREAS, the local match would be split between the City of Bentonville and the City of Centerton based on the following; and

WHEREAS, The City of Bentonville will be responsible for the costs of the right of way activities proposed under this award based on the right of way parcels located within the City of Bentonville boundaries within the project limits; and

WHEREAS, The City of Centerton will be responsible for the costs of the right-of-way activities proposed under this award based on the right of way parcels located within the City of Centerton boundaries within the project limits.

WHEREAS, The City of Bentonville will be responsible for approximately 55% of the utility work and The City of Centerton will be responsible for approximately 45% of the utility work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BENTONVILLE, ARKANSAS;

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

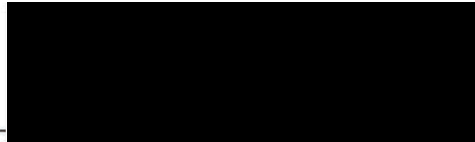
Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The City of Bentonville will commit the required matching funds for the right- of- way and utility work to improve Greenhouse Road, these funds are hereby committed out of the street bond account pending approval of the application.

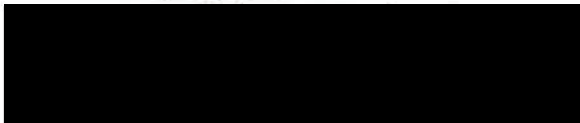
PASSED this 11 day of March 2025.

APPROVED:



Stephanie Orman, MAYOR

ATTEST:



Malorie Marrs, CITY CLERK



RESOLUTION NO. 2025-09

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF CENTERTON TO PARTNER WITH THE CITY OF BENTONVILLE TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACQUISITION TO IMPROVE GREENHOUSE ROAD.

WHEREAS, The City of Centerton understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Greenhouse Road; and

WHEREAS, The City of Centerton understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the City of Centerton intends to partner with the City of Bentonville and apply for STBGP-A funding for this project; and

WHEREAS, the current application requests \$2,572,919.68 to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is \$643,229.92; and

WHEREAS, the local match would be split between the City of Bentonville and the City of Centerton based on the following; and

WHEREAS, The City of Bentonville will be responsible for the costs of the right of way acquisition proposed under this award based on the right of way parcels located within the City of Bentonville boundaries within the project limits; and

WHEREAS, The City of Centerton will be responsible for the costs of the right-of-way acquisition proposed under this award based on the right of way parcels located within the City of Centerton boundaries within the project limits.

WHEREAS, The City of Bentonville will be responsible for approximately 55% of the utility work and The City of Centerton will be responsible for approximately 45% of the utility work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERTON, ARKANSAS;

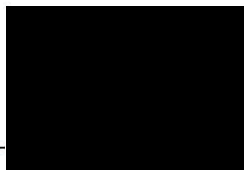
Section 1. The City of Centerton will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Centerton Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Centerton pledges its full support and hereby authorizes the City of Centerton to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

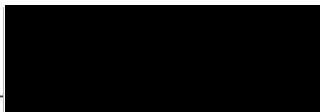
Section 4. The City of Centerton will commit the required matching funds for the right- of- way and utility work to improve Greenhouse Road, these funds are hereby committed out of the street bond account pending approval of the application.

DATED 11th day of March 2025.



BILL EDWARDS, Mayor

ATTEST:



TODD WRIGHT, City Clerk



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC)

Surface Transportation Block Grant Program – Attributable (STBGP-A) FFY 2026 *Existing Project* Additional Funding Request

NWARPC DISCLAIMER: This notice is in accordance with the NWARPC 2045 Metropolitan Transportation Plan, the Infrastructure Investment and Jobs Act (IIJA) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Specifically, the public participation procedures outlined in the PPP will serve to satisfy the Program of Projects (POP) requirements of the Section 5307, Urbanized Area Formula Grant Program for the University of Arkansas/Razorback Transit and Ozark Regional Transit. The NARTS and any and all public transit operators will address the POP requirements as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers.

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC. Si se necesita información en otro idioma, comuníquese con NWARPC.

FFY 2026 STBGP-A Existing Project Funding Request Timeline:

Call for Projects:	January 5, 2025
Project Submittal Deadline:	April 3, 2025 at 11:59 PM, CT
Project Sponsor Presentation to TAC Committee:	April 17, 2025

STBGP-A Funding Background:

In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (Nov. 15, 2021) provides federal apportioned suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urbanized area. Under current BIL, STBGP-A funds can be utilized for all eligible transportation projects at the discretion of the Metropolitan Planning Organization (MPO), which is the Northwest Arkansas Regional Planning Commission/Policy Committee (NWARPC).

Availability of approximately \$12 million is anticipated. Availability of FFY 2026 and subsequent years funds are subject to Congressional action.

The STBGP-A is a federally funded, 80% Federal/20% local, reimbursable program and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. The LPA Manual can be found at: www.ardot.gov/divisions/local-programs/local-public-agency-project-manual/.

Guidelines:

The MPO will use the following guidelines to allocate STBGP-A funds:

- 1.1 Staffing.** Up to \$200,000 may be utilized for MPO staffing purposes.
- 1.2 Project Types.** (<https://www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm>)
 - 1.2.1 Projects of Regional Significance.** From the remaining funds after staffing, STBGP-A funds will be utilized for Projects of Regional Significance. Regional Significance is defined as an improvement to major routes such as north/south corridors and the east/west corridors and frontage roads that improve access, reduce crash rates, and/or to relieve congestion to the north/south routes. Plans and Studies may be included as regional projects.
 - 1.2.2 Other Projects.** From the remaining funds after staffing, up to 20% may be utilized for other eligible projects that increase capacity.
 - 1.2.3 In the case of emergency** for full expenditure of funds, the Policy Committee can authorize funding for any eligible projects.
- 1.3 Project Selection and Scoring.** All projects will be scored utilizing the same criteria. Project selection will be based on the overall number of projects submitted, availability of funding, and demonstrated need.
- 1.4 Minimum Project Size.** The proposed project shall be a minimum of \$125,000 for engineering design projects and \$1,250,000 for construction projects. An exception may be made to these minimum amounts to ensure obligation of funds.

- 1.5 Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a single project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.
- 1.6 Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will typically be at least a one-year gap before receiving funding for ROW, utilities, and construction. Once a project has been selected for NWARPC STBGP-A funding, it will be reviewed again when resubmitted for funding of subsequent phases.
- 1.7 Application and Deadline Requirement.** All project sponsors must submit a request for funding and meet the required deadline, as noted above.
- 1.8 Obligation of Funds.** All projects awarded must meet the **obligation deadline of September 30, 2026**. (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds before the September deadline).
- 1.9 Project Selection Criteria.** Projects will be evaluated and scored based on the following categories:
- Congestion Management
 - Regional Significance/Connectivity
 - Safety
 - Overall Improvement to the Transportation System
 - Project Design
 - Project Continuation, Partnership, Cost-Sharing
- 1.10 Federal-Aid Project Requirements.** Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation
- 1.11 Other Considerations.** Projects will be evaluated in consideration of Board-adopted regional plans, policies, and initiatives. Applications are encouraged to demonstrate implementation of regional plans [e.g. Metropolitan Transportation Plan (MTP); Comprehensive Safety Action Plan (CSAP) and Vision Zero Policy; Congestion Management Process; Intelligent Transportation System (ITS) Architecture; Transportation Systems Management and Operations (TSMO); NWA Bicycle Pedestrian Master Plan; Connect NWA Transit Development Plan; NWA Transportation Alternatives Analysis; NWA Energy & Environment Innovation (EEI) Plan; NWA Open Space Plan; and Cave Springs Area Karst Resource Conservation Study].
- 1.12 Application Submittal.** Submit paper applications to NWARPC, 1311 Clayton St., Springdale, AR 72762 or submit electronic applications to ngibbs@nwarpc.org. For more information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, (479) 751-7125 x105, or visit www.nwarpc.org/funding-programs/.
- 1.13 Resolution.** A signed resolution from the Applicant's governing body is **required to be submitted with the application**. See sample resolution at the end of this document.

NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A)
FFY2026 Existing Project Funding Request

Project Sponsor Data:

Sponsor Jurisdiction: City of Bentonville Phone Number: 479-254-2066
Primary Contact: Becky Pinson E-mail: rpinson@bentonvillear.com
Partners: City of Centerton

General Project Data:

Project Title: Greenhouse Road ArDOT Job No. 090628

Project Funding and Future Needs:

Total NWARPC Federal Funds Awarded to Project to Date \$ 4,889,964.00

Updated Total Project Cost Estimate \$ 42,249,411.83

FFY 2026 Funding Request: Phase ROW and Utilities Federal (80%) Amount \$ 2,572,919.68

FFY 2027 Future Need: Phase _____ Federal (80%) Amount \$ _____

FFY 2028 Future Need: Phase _____ Federal (80%) Amount \$ _____

Federal Fiscal Year (Oct. to Sept. 30)

	FFY 2025				FFY 2026				FFY 2027				FFY 2028			
	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept	Oct-Dec	Jan-Mar	Apr-June	July-Sept
Design																
Environment																
Utilities		X	X	X	X	X	X	X								
Right-of-Way		X	X	X	X											
Construction						X	X	X	X	X	X	X	X	X	X	X

Note: Place X in each period for the duration of each phase

Project Authorization: Verify the current request is supported by the original resolution submitted for the existing project (e.g. funding amount, local match, and funding source) – attach a copy.

AUTHORIZED SIGNATURE: _____  DATE: March 22, 2025 | 8:22 AM CD

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF FFY2026 NWARPC STBGP-A GRANT FUNDING, IN THE AMOUNT OF TWO MILLION THREE HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED TWENTY DOLLARS (\$2,372,920.00), FOR RIGHT-OF-WAY AND UTILITY ACTIVITIES ASSOCIATED WITH THE GREENHOUSE ROAD IMPROVEMENTS PROJECT; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

Whereas, the Northwest Arkansas Regional Planning Commission (NWARPC) has awarded the City of Bentonville federal Surface Transportation Block Grant Program – Attributable (STBGP-A) funds for FFY2026;

Whereas, the City of Bentonville has been awarded two million three hundred seventy-two thousand nine hundred twenty and zero cents (\$2,372,920.00) in federal STBGP-A funding for right-of-way acquisition and utility relocation activities related to the Greenhouse Road Improvements project (Job No. 090628);

Whereas, acceptance of the federal grant requires a local match of 20 percent, totaling five hundred ninety-three thousand two hundred thirty and zero cents (\$593,230.00);

Whereas, the required local match will be jointly funded by the Cities of Bentonville and Centerton, with Bentonville providing 55 percent and Centerton providing 45 percent of the match amount; and

Whereas, a budget adjustment is needed to account for the grant proceeds and required matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The City of Bentonville hereby accepts \$2,372,920.00 in FFY2026 NWARPC STBGP-A grant funding for the Greenhouse Road Improvements project (Job No. 090628) and approves the required 20 percent local match of \$593,230.00 to be shared between Bentonville (55%) and Centerton (45%);

Section 2: The 2026 budget is hereby adjusted to recognize grant funds in the amount of two million three hundred seventy-two thousand nine hundred twenty dollars (\$2,372,920.00) into Account# 203810-33110 - Federal Direct Grants and appropriate the same into Account #203810-47380 – Street Construction;

Section 3: The 2026 budget is further adjusted to recognize development agreement funds into Account #203810-35540 – Development Agreement and appropriate the same into Account #203810-47380 – Street Construction;

Section 4: The 2026 budget is further adjusted to appropriate three hundred twenty-six thousand two hundred seventy-six dollars and fifty cents (\$326,276.50) from Street Fund Reserves into Account #203810-47380 – Street Construction;

Section 5: - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

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:	Resolution Accepting FFY2025 NWARPC Grant Funds for I-49/J Street Interchange Improvements
Action Recommendation & Justification:	A resolution authorizing acceptance of \$2,500,000 in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676). A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grant provides \$2,500,000 in federal funding with a required 20% local match of \$625,000, for a total project amount of \$3,125,000.
Amount for Approval:	\$ 2,500,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

203810-33110	Federal Direct Grant	\$	\$ 2,500,000
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	\$ 3,125,000	\$
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

ARKANSAS STATE HIGHWAY COMMISSION

DALTON A. "ALEC" FARMER, JR.
CHAIRMAN
JONESBORO

PHILIP TALDO
VICE CHAIRMAN
SPRINGDALE

KEITH GIBSON
FORT SMITH



P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.AzDOT.gov • www.IDriveArkansas.com

MARIE HOLDER
LITTLE ROCK

DAVID M. HAAK
TEXARKANA

LORIE H. TUDOR, P.E.
DIRECTOR

July 3, 2024

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning Commission
1311 Clayton St.
Springdale, AR 72762

Dear Mayor Orman and Mr. Conklin:

Reference is made to the City's award of \$2,500,000 in 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for the right of way acquisition and utility relocation phases of Job 090676, I-49/NE J St. Intchg. (Bentonville) (S). This awarded Federal-aid funding will now be incorporated into Job 090676. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Bentonville, NWARPC, and the Department for Job 090676. While NWARPC was not a party to the original Agreement, they are being added via this supplement with the sole responsibility of providing additional Federal-aid funding for Job 090676. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 090676, outside of the Department's contribution, will now be \$2,500,000.

Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.

Sincerely,

Lorie H. Tudor, P.E.
Director

APPROVED:

Stephanie Orman
Mayor

APPROVED:

Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery

Consultant Contracts
Local Programs
Program Management
Roadway Design
District 9
Job 090676 'C' File



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

June 6, 2024

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72712

Re: I-49 / J Street Interchange - Tiger Blvd to I-49 (Job No. 090676) – ROW/Utilities
NWARPC FFY 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Job 090676: \$2,500,000

Dear Mayor Orman:

I am pleased to inform you the I-49 / J Street Interchange - Tiger Blvd to I-49 (Job No. 090676) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2025 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	\$2,500,000 (80% Federal)
City Match	\$ 625,000 (20% Local Match)
Total	\$3,125,000

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the [ARDOT Local Public Agency Project Manual](#) for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,


Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT

Dennis Birge, Bentonville Transportation
Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer

RESOLUTION NO. 3-26-24 D

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE
TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING PROJECT:**

NE J Street Interchange

WHEREAS, the Northwest Arkansas Planning Commission has approved Federal-aid Surface Transportation Block Grant Program Attributable funds for the project at the following Federal and Local participating ratios, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	Local %
Projects that reach construction	Preliminary Engineering	80	20
	Right-of-Way	80	20
	Utilities	80	20
	Construction	80	20
	Construction Engineering	80	20
Projects that never progress to construction	All Phases	-0-	100

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BENTONVILLE, ARKANSAS, THAT:

Section 1: The City of Bentonville will participate in accordance with its designated responsibilities in this project.

Section 2: The Mayor of the City of Bentonville or their designated representative is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

Section 3: The City of Bentonville pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

Section 4: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this 26 day of March, 2024.

APPROVED:



STEPHANIE ORMAN, Mayor

ATTEST:



MALORIE MARRS, City Clerk

RESOLUTION NO. _____

A RESOLUTION ACCEPTING FFY2025 NWARPC GRANT FUNDS, IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00), FOR I-49/J STREET INTERCHANGE IMPROVEMENTS; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and the city clerk are authorized to accept two million five hundred and zero cents (\$2,500,000) in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676);

WHEREAS, The grant provides two million five hundred and zero cents (\$2,500,000) in federal funding with a required 20% local match of \$625,000, for a total project amount of \$3,125,000; and

WHEREAS, a budget adjustment is needed to account for the grant proceeds and required matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The City of Bentonville hereby accepts \$2,500,00.00 in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the I-49/J Street Interchange Improvements project (Job No. 090676);

Section 2: The 2026 budget is hereby adjusted to recognize two million five hundred thousand dollars (\$2,500,00.00) into Account #203810-33110 Federal Direct Grant and appropriate the same into Account #203810-47380 – Street Construction;

Section 3: The 2026 budget is further adjusted to appropriate six hundred twenty-five thousand dollars (\$625,000.00) from Street Fund Reserves into Account #203810-47380 – Street Construction;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

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:	Resolution Accepting FFY2026 NWARPC Grant Funds for Vaughn Road Improvements
Action Recommendation & Justification:	A Resolution authorizing acceptance of \$1,544,000.00 in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613). A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The grant provides \$1,544,000.00 in federal funding with a required 20% local match of \$386,000, for a total project amount of \$1,930,000.00.
Amount for Approval:	\$ 1,544,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

203810-33110	Federal Direct Grant	\$	\$ 1,544,000
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47380	Street Construction	\$ 1,930,000	\$
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

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ARKANSAS STATE HIGHWAY COMMISSION

PHILIP TALDO
CHAIRMAN
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MARIE HOLDER
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P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ARDOT.gov • www.IDriveArkansas.com

JARED D. WILEY, P.E.
DIRECTOR

August 27, 2025

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW "A" St.
Bentonville, AR 72712

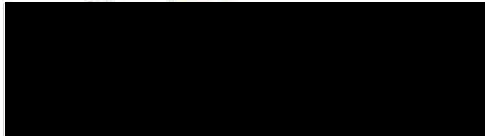
Mr. Tim Conklin
Executive Director
Northwest Arkansas Regional Planning
Commission
1311 Clayton St.
Springdale, AR 72762

STEPHANIE
TIM
Dear Mayor Orman and Mr. Conklin:

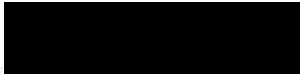
Reference is made to the City's award of \$1,544,000.00 in 2026 Surface Transportation Block Grant Alternatives Program – Attributable (STBGP-A) funds by the Northwest Arkansas Regional Planning Commission (NWARPC) for the right of way and utility phases of Job 090613, Hwys. 12/279 Inters. Impvts. (Bentonville) (S). This awarded Federal-aid funding will now be incorporated into Job 090613. Therefore, the Agreement of Understanding must be modified.

This letter, when signed by you and returned to the Department, will constitute a supplement to the Agreement between the City of Bentonville and the Department for Job 090613. While NWARPC was not a party to the original Agreement, they are being added via this supplement with the sole responsibility of providing additional funding for Job 090613. All other conditions of the Agreement will remain in effect. The total Federal-aid available for Job 090613 will now be \$2,044,000.00.

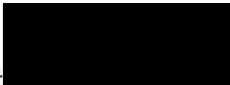
Please retain a copy of the signed letter for your files. If you have any questions concerning this matter, please contact David Siskowski, Division Head – Local Programs, at (501) 435-3255.


Jared D. Wiley, P.E.
Director

APPROVED:


Stephanie Orman
Mayor

APPROVED:


Tim Conklin
Executive Director

c: Highway Commission
Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Design
Assistant Chief Engineer – Planning
Assistant Chief Engineer – Program Delivery
Consultant Contracts

Local Programs
Program Management
Roadway Design
District 9
Job 090613 'C' File



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

June 17, 2025

Mayor Stephanie Orman
City of Bentonville
305 SW "A" St
Bentonville, AR 72712

Re: Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Inters. Impvts. (Job No. 090613) – ROW/Utilities
NWARPC FFY 2026 Surface Transportation Block Grant Program – Attributable (STBGP-A)

Total NWARPC Federal Funds Awarded to Project to Date: \$2,044,000

Dear Mayor Orman:

I am pleased to inform you that the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Intersection Impvts. (Job No. 090613) was selected by the Northwest Arkansas Regional Planning Commission on May 28, 2025, for Federal Fiscal Year (FFY) 2026 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2026 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	\$1,544,000	(80% Federal)
City Match	<u>\$ 386,000</u>	(20% Local Match)
Total	\$1,930,000	

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2026 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2026. All required submittals to the Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2026, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, providing oversight for federal-aid project delivery and ensuring compliance with applicable provisions of Title 23, U.S.C. ARDOT also processes reimbursement requests for NWARPC funding awards. For more details, please refer to the [ARDOT Local Public Agency Project Manual](#). Required training for this program will be conducted by ARDOT on **Thursday, July 17, 2025, from 8:30 a.m. to 9:30 a.m. at the NWARPC office**. Please ensure the appropriate staff member(s) attend.

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Whitnee V. Bullerwell, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Merideth, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT

Dan Weese, Bentonville Transportation Director
Rebecca Pinson, Bentonville Grant Writer
Jarrod Brightwell, Bentonville Staff Engineer



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

NWARPC Awarded Federal Funding - City of Bentonville				
Job No. - Project - Award Year	STBGP-A FEDERAL/ HIP/EARMK	TAP FEDERAL	CRP FEDERAL	TOTAL FEDERAL
090218	\$ 4,564,686			\$ 4,564,686
8th Street	\$ 4,564,686			\$ 4,564,686
2015	\$ 4,064,686			\$ 4,064,686
2019	\$ 500,000			\$ 500,000
090416		\$ 254,199		\$ 254,199
Walton Blvd Trail Construction Project		\$ 254,199		\$ 254,199
2014		\$ 254,199		\$ 254,199
090421	\$ 1,132,444			\$ 1,132,444
US 71B (N. Walton Blvd.) and 12th St. Intersection	\$ 1,132,444			\$ 1,132,444
2014	\$ 132,444			\$ 132,444
2016	\$ 500,000			\$ 500,000
2017	\$ 500,000			\$ 500,000
090473	\$ 1,100,000			\$ 1,100,000
SW I St. and Hwy. 102 Intersection	\$ 1,100,000			\$ 1,100,000
2016	\$ 100,000			\$ 100,000
2017	\$ 1,000,000			\$ 1,000,000
090479		\$ 22,041		\$ 22,041
McCullum Rd Side path		\$ 22,041		\$ 22,041
2019		\$ 22,041		\$ 22,041
090613	\$ 2,044,000			\$ 2,044,000
Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Rd. Inters	\$ 2,044,000			\$ 2,044,000
2022	\$ 500,000			\$ 500,000
2026	\$ 1,544,000			\$ 1,544,000
090628	\$ 7,262,884			\$ 7,262,884
Greenhouse Road Improvements (Hwy 12 to Hwy 102)	\$ 7,130,244			\$ 7,130,244
2021	\$ 850,000			\$ 850,000
2022	\$ 112,000			\$ 112,000
2024	\$ 3,333,396			\$ 3,333,396
2025	\$ 461,928			\$ 461,928
2026	\$ 2,372,920			\$ 2,372,920
Greenhouse Road Improvements (Hwy 12 to Hwy 102) HIP FUNDII	\$ 132,640			\$ 132,640
2021	\$ 132,640			\$ 132,640
090630		\$ 750,000		\$ 750,000
Razorback Greenway Relocation - I-49		\$ 750,000		\$ 750,000
2021		\$ 250,000		\$ 250,000
2023		\$ 500,000		\$ 500,000
090676	\$ 2,500,000			\$ 2,500,000
I-49 / J Street Interchange - Tiger Blvd to I-49	\$ 2,500,000			\$ 2,500,000
2025	\$ 2,500,000			\$ 2,500,000
090716		\$ 400,000		\$ 400,000
SW Bentonville Trail: Morning Star Trail - Vendor Blvd.		\$ 400,000		\$ 400,000
2024		\$ 400,000		\$ 400,000
Grand Total	\$ 18,604,014	\$ 1,426,240		\$ 20,030,253

RESOLUTION NO. 3-11-25 B

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE THE FEDERAL- AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM-ATTRIBUTABLE (STBGP-A) (FFY 2026) GRANT FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) FOR RIGHT OF WAY AND UTILITIES ACTIVITIES TO IMPROVE SOUTHWEST REGIONAL AIRPORT BOULEVARD./S. VAUGHN ROAD INTERSECTION IMPROVEMENT

WHEREAS, The City of Bentonville understands Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A)(FFY 2026) funds are available at 80 % federal participation and 20% local match to complete right of way and utility work for the improvement of Southwest Regional Airport Boulevard/South Vaughn Road Intersection; and

WHEREAS, The City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the current application requests two million five hundred forty-four thousand dollars (\$2,544,000.00) to be put toward right- of- way and utilities work; and

WHEREAS, the total match required for this amount would total 20% of the associated project cost which is six hundred thirty-six thousand dollars (\$636,000.00); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BENTONVILLE, ARKANSAS;

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the right- of -way and utility work of the above state project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The City of Bentonville will commit the required matching funds for the right- of- way and utility work to improve Vaughn Road, these funds are hereby committed out of the street bond account pending approval of the application.

PASSED this 11 day of March 2025.

APPROVED:


Stephanie Orman, MAYOR

ATTEST:


Malorie Marrs, CITY CLERK

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC)

Surface Transportation Block Grant Program – Attributable (STBGP-A) FFY 2026 *Existing Project* Additional Funding Request

NWARPC DISCLAIMER: This notice is in accordance with the NWARPC 2045 Metropolitan Transportation Plan, the Infrastructure Investment and Jobs Act (IIJA) in cooperation with local agencies, the Arkansas Department of Transportation, the Missouri Department of Transportation, the Federal Highway Administration, and the Federal Transit Administration. Documents are funded in part through grant(s) from the FHWA, FTA, and/or the U.S. Department of Transportation. The views and opinions of the NWARPC expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

TRANSPORTATION IMPROVEMENT PROGRAM (TIP) PUBLIC PARTICIPATION PROCESS FOR PROGRAM OF PROJECTS (POP): The public participation procedures outlined in the NWARPC Public Participation Plan (PPP) with respect to TIP development serve as the public participation process required for the development of transit projects as per FTA Circular 9030.1E. Specifically, the public participation procedures outlined in the PPP will serve to satisfy the Program of Projects (POP) requirements of the Section 5307, Urbanized Area Formula Grant Program for the University of Arkansas/Razorback Transit and Ozark Regional Transit. The NARTS and any and all public transit operators will address the POP requirements as per FTA Circular 9030.1E. Additionally, any and all public transit operator's capital projects and operational costs are included in the NARTS TIP which is developed through a cooperative and collaborative process with interested parties and other private and public transportation providers.

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC. Si se necesita información en otro idioma, comuníquese con NWARPC.

- 1.5 Maximum Amount Per Project Sponsor.** A goal is to allocate no more than 50% of the Regionally Significant funds to a single project sponsor in one year. There is the understanding that Regionally Significant funding should be equitably distributed within the Urbanized Area over time.
- 1.6 Funding of Phased Projects.** When the first year of project funding includes engineering funding (design, engineering and environmental), there will typically be at least a one-year gap before receiving funding for ROW, utilities, and construction. Once a project has been selected for NWARPC STBGP-A funding, it will be reviewed again when resubmitted for funding of subsequent phases.
- 1.7 Application and Deadline Requirement.** All project sponsors must submit a request for funding and meet the required deadline, as noted above.
- 1.8 Obligation of Funds.** All projects awarded must meet the **obligation deadline of September 30, 2026.** (Note: The project will need to be through the ARDOT process and submitted to FHWA by the end of August to obligate funds before the September deadline).
- 1.9 Project Selection Criteria.** Projects will be evaluated and scored based on the following categories:
- Congestion Management
 - Regional Significance/Connectivity
 - Safety
 - Overall Improvement to the Transportation System
 - Project Design
 - Project Continuation, Partnership, Cost-Sharing
- 1.10 Federal-Aid Project Requirements.** Projects are required to be designed to AASHTO and Federal Standards/Guidelines - PE/Environmental, Engineering/Design, ROW, and Utility Relocation
- 1.11 Other Considerations.** Projects will be evaluated in consideration of Board-adopted regional plans, policies, and initiatives. Applications are encouraged to demonstrate implementation of regional plans [e.g. Metropolitan Transportation Plan (MTP); Comprehensive Safety Action Plan (CSAP) and Vision Zero Policy; Congestion Management Process; Intelligent Transportation System (ITS) Architecture; Transportation Systems Management and Operations (TSMO); NWA Bicycle Pedestrian Master Plan; Connect NWA Transit Development Plan; NWA Transportation Alternatives Analysis; NWA Energy & Environment Innovation (EEI) Plan; NWA Open Space Plan; and Cave Springs Area Karst Resource Conservation Study].
- 1.12 Application Submittal.** Submit paper applications to NWARPC, 1311 Clayton St., Springdale, AR 72762 or submit electronic applications to ngibbs@nwarpc.org. For more information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, (479) 751-7125 x105, or visit www.nwarpc.org/funding-programs/.
- 1.13 Resolution.** A signed resolution from the Applicant's governing body is **required to be submitted with the application**. See sample resolution at the end of this document.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING FFY2025 NWARPC GRANT FUNDS, IN THE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$1,544,000.00), FOR VAUGHN ROAD IMPROVEMENTS; AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and the city clerk are authorized to accept one million five hundred forty-four thousand and zero cents (\$1,544,000.00) in FFY2026 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with the Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613);

WHEREAS, the grant provides one million five hundred forty-four thousand and zero cents (\$1,544,000.00) in federal funding with a required 20% local match three hundred eighty-six thousand dollars (\$386,000), for a total project amount of one million nine hundred thirty thousand and zero cents (\$1,930,000.00); and

WHEREAS, a budget adjustment is needed to account for the grant proceeds and required matching funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The City of Bentonville hereby accepts one million five hundred forty-four thousand dollars (\$1,544,000.00) in FFY2025 NWARPC STBGP-A grant funding for right-of-way and utility activities associated with Hwy 12/SW Regional Airport Blvd. & Hwy 279/S. Vaughn Road Intersection Improvements project (Job No. 090613);

Section 2: The 2026 budget is hereby adjusted to recognize grant funds in the amount of one million five hundred forty-four thousand dollars (\$1,544,000.00) into Account #203810-33110 - Federal Direct Grant and appropriate the same into Account #203810-47380 – Street Construction;

Section 3: The 2026 budget is further adjusted to appropriate three hundred eighty-six thousand dollars (\$386,000.00) from Street Fund Reserves into Account #203810-47380 – Street Construction;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2026	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Electric
Email:	tmatlock@bentonvillear.com		

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:	Ordinance Approving a Waiver of Bid for Purchase of 161 kV Breakers from GE Grid Solutions
Action Recommendation & Justification:	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. The Utility Board approved 3-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is not a currently budgeted item. However, the future substation expansions are on the BEUD Capital Improvement Plan and large projects. The lead time on these breakers is approximately 124 weeks. 2 of the breakers are for a large project and will be reimbursed, and 2 of the breakers will be used for BEUD capital expansion projects.
Amount for Approval:	\$ 755,988.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503010-47210	Plants and Building	\$ 755,988	\$
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. 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.

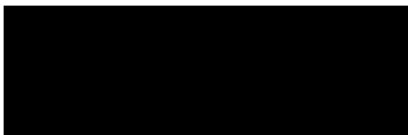
GE Vernova is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania, and a second manufacturing facility located in La Prairie, Quebec, Canada. Our Charleroi facility is the Competence Center for research and development, 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 ₆ (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

Unit Price:	\$USD 169,700 - EXW Factory, USA
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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 Price per Unit (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 SF₆ 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

Validity: Thirty (30) days after the date of this proposal.

Delivery: Standard delivery is one-hundred twenty-two (122) to one-hundred-twenty-four (124) weeks EXW Factory after acceptance of purchase order by Seller.

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.

Delivery Note: Within 28-36 weeks after receipt of purchase order: Outline drawing including general arrangement, dimensions, foundation requirements and bushing drawing.
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.

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.

Field Service: 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.

Spares Parts: 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.

Shipping Point: Pennsylvania, USA

PO Remittance: **GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022**

Terms of Delivery: 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.

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%.

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 (15th) 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 (based on EXW factory)	Cancellation Charge (% 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 20th, 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 20th, 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 SF₆ 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 SF₆ 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 SF₆ 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 SF₆ 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

- SF₆ gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Design customization
- Virtually maintenance-free
- Easy to install

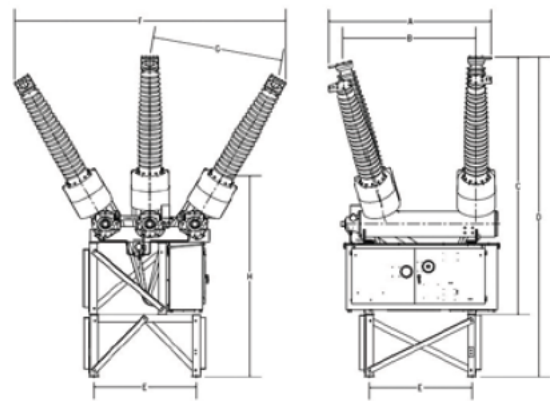


GE VERNOVA

Technical Data

	VALUE	UNITS
SF ₆ 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 SF₆, a fluorinated greenhouse gas.

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

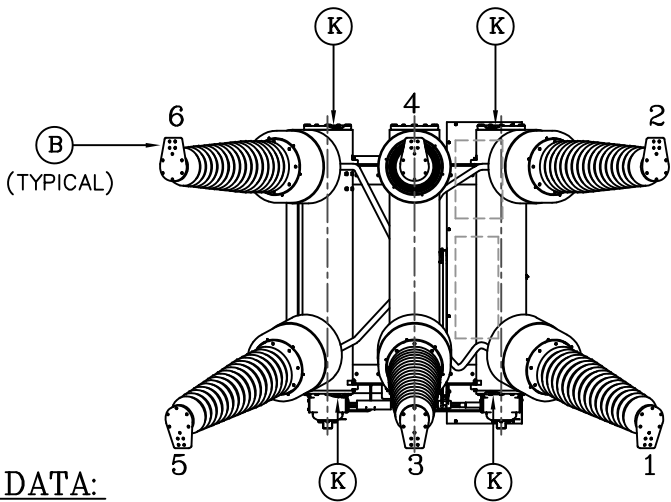
* For information purposes only. It varies depending on the equipment considered.

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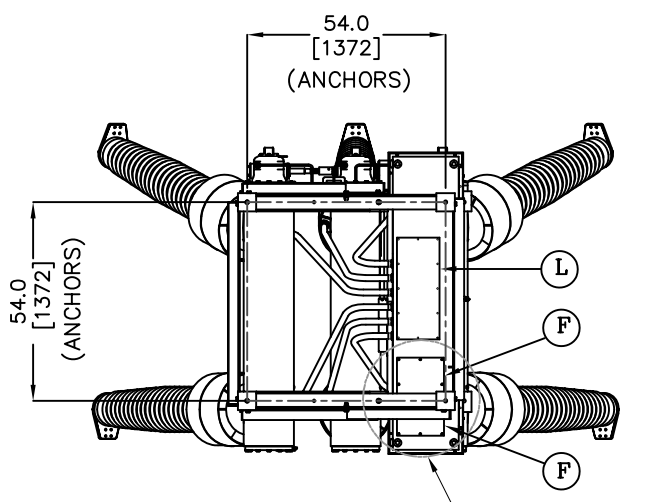
D



BUSHING DATA:

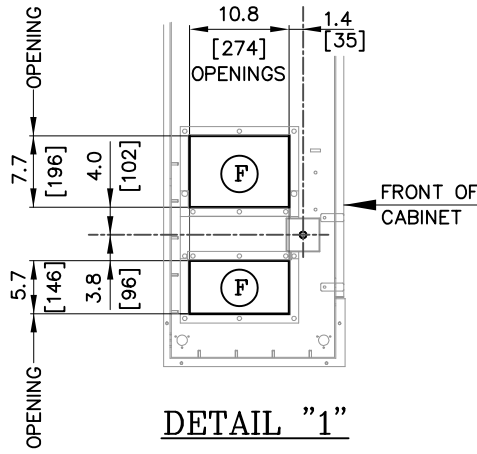
CREEPAGE: 177.4" (4505 mm)
STRIKE DISTANCE: 51.4" (1305 mm)
MATERIAL: COMPOSITE
COLOR: ANSI 70 GRAY

TOP VIEW



BOTTOM VIEW

SEE DETAIL "1"
(THIS DRAWING)

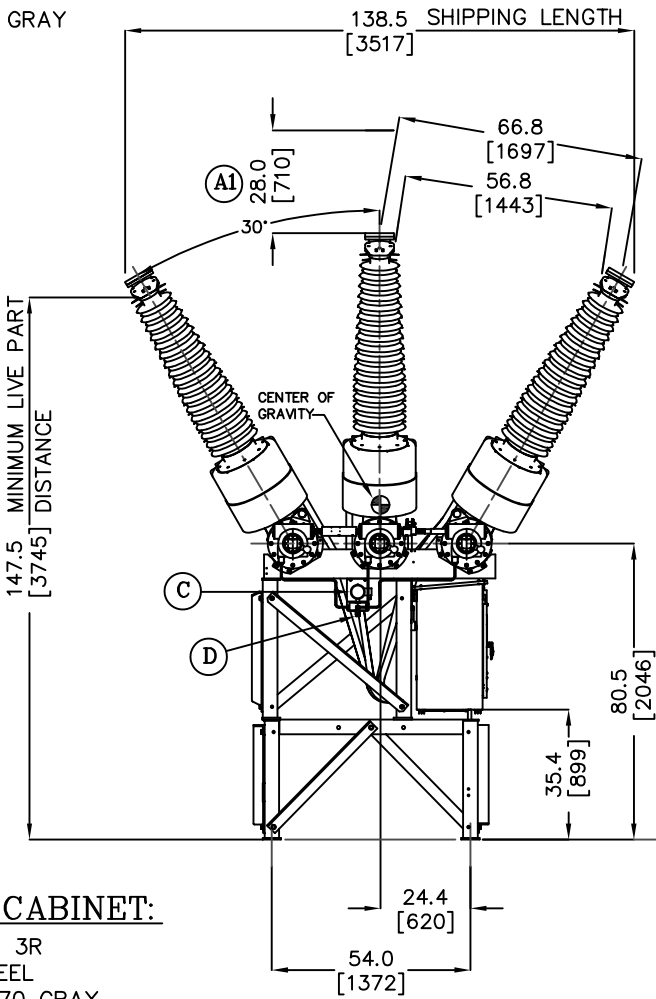


DETAIL "1"

BOTTOM VIEW
(CABLE ENTRANCE OPENINGS)

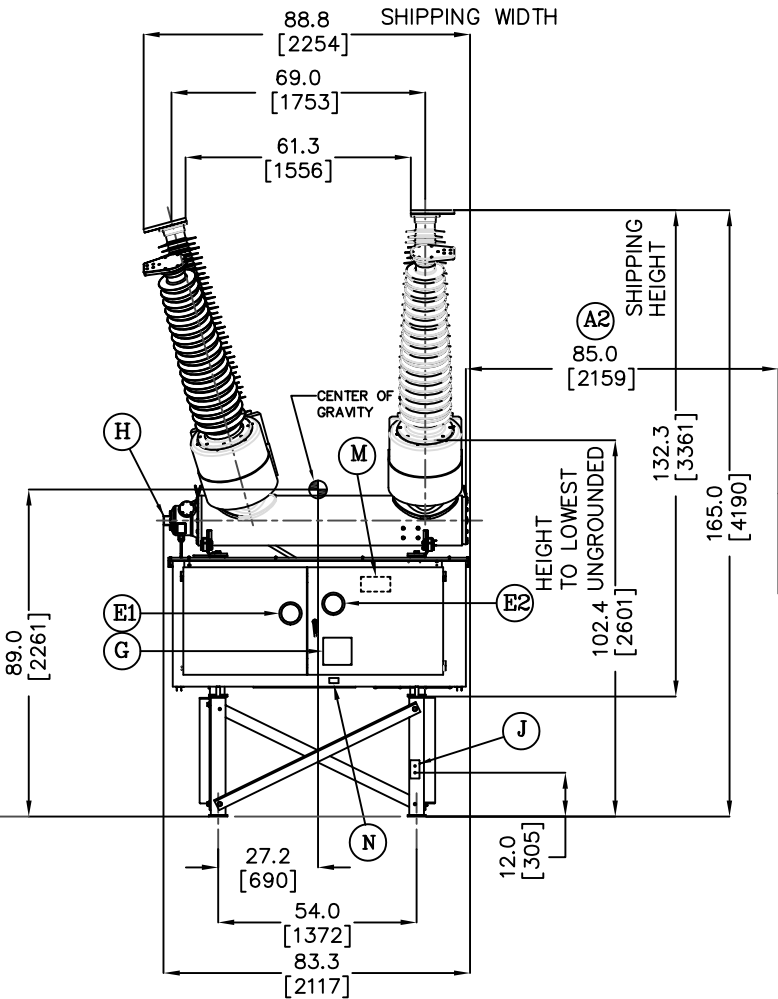
LEGEND:

- 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



CONTROL CABINET:

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



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.

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.:

REV.	DESCRIPTION	DRAWN	CHECKED	DATE
		W. HOLT	A. LISITSA	02/22/2022
		DRAWN	CHECKED	DATE

OUTLINE DRAWING



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.:

M359556010

SHT 1 OF 1

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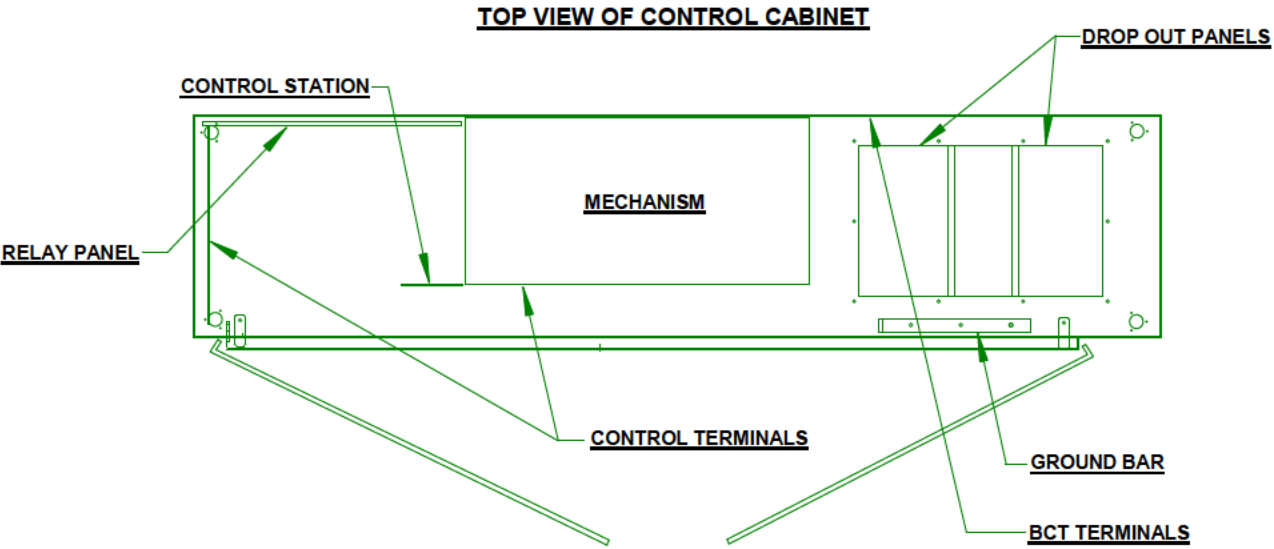
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	CIRCUIT BREAKER		FUSE PULLOUT, SLUGGED
	CABINET LIGHT		INDICATOR LIGHT
	COIL		KNIFE SWITCH
	CONTACT, NORMALLY CLOSED		MOTOR
	CONTACT, NORMALLY OPEN		PUSHBUTTON
	CONNECTOR		RESISTOR/ HEATER
	DENSITY MONITOR		TERMINAL BLOCK
	DOOR SWITCH		TERMINAL BLOCK (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	

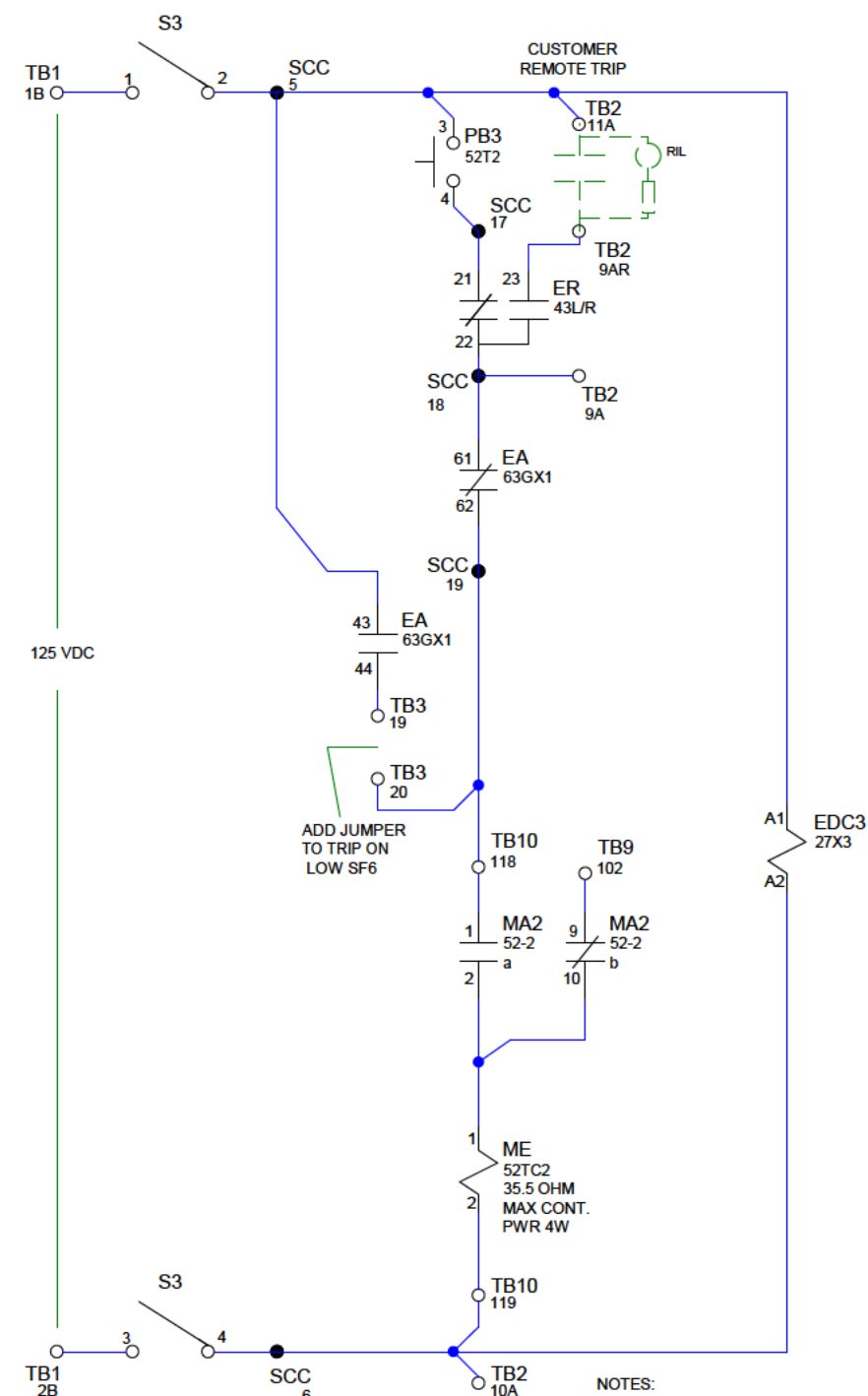
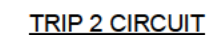
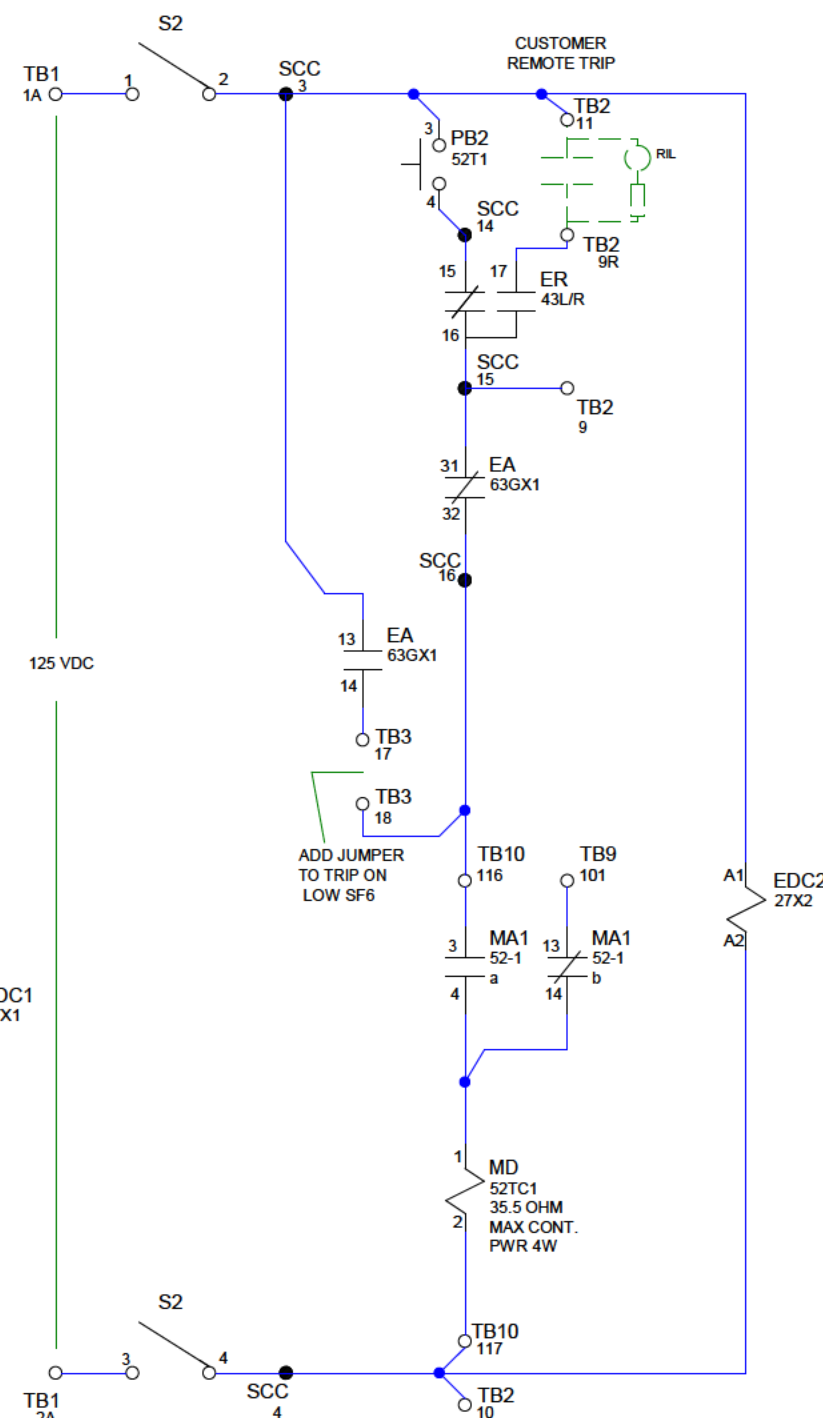
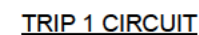
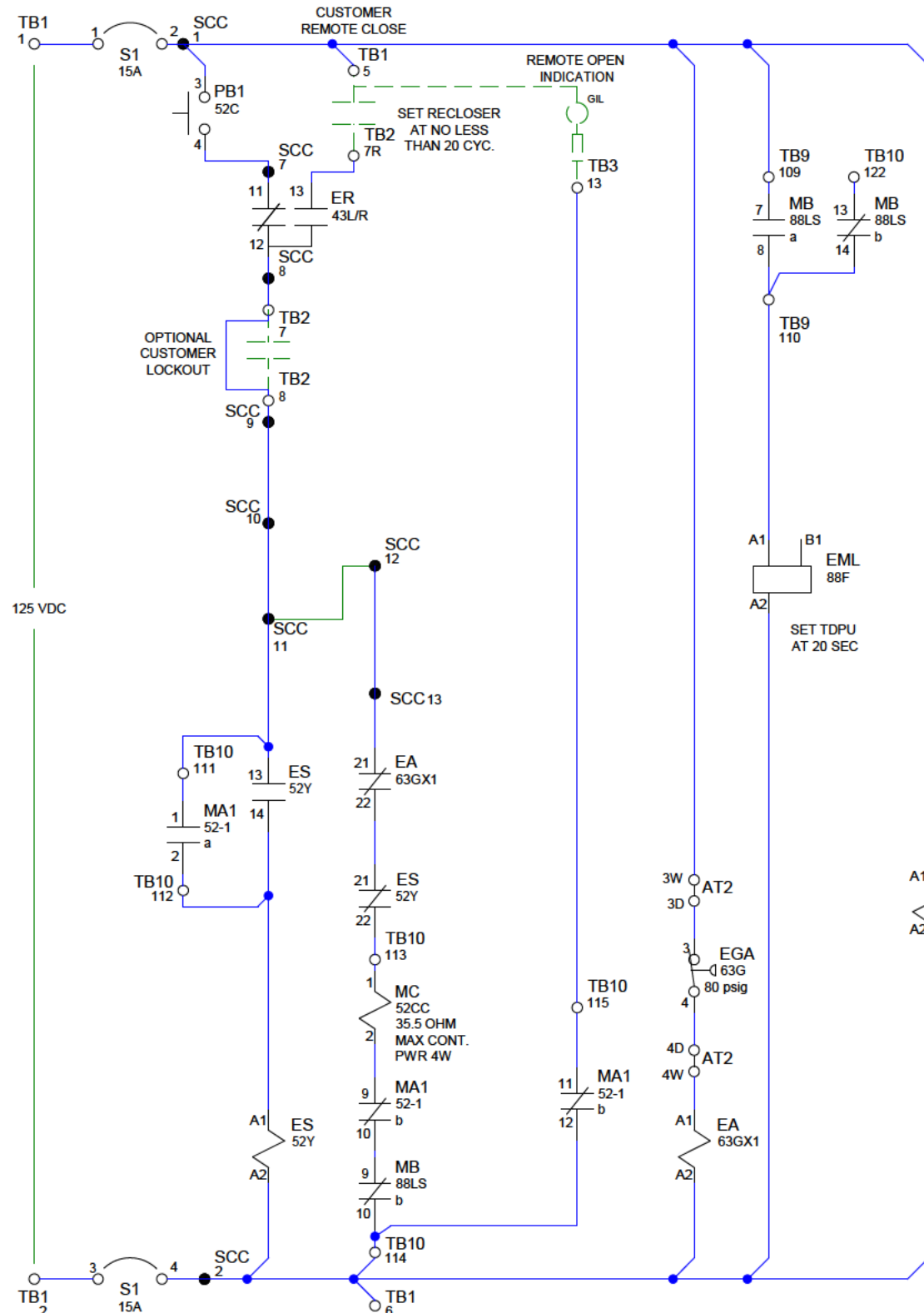
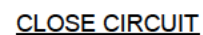
CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001			MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:			ORDER No. 359556	
 Grid Solutions One Power Lane Charleroi, PA 15022			DRAWING No.: E359556010	
			SHT 1 OF 13	

A

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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

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

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 2 OF 13

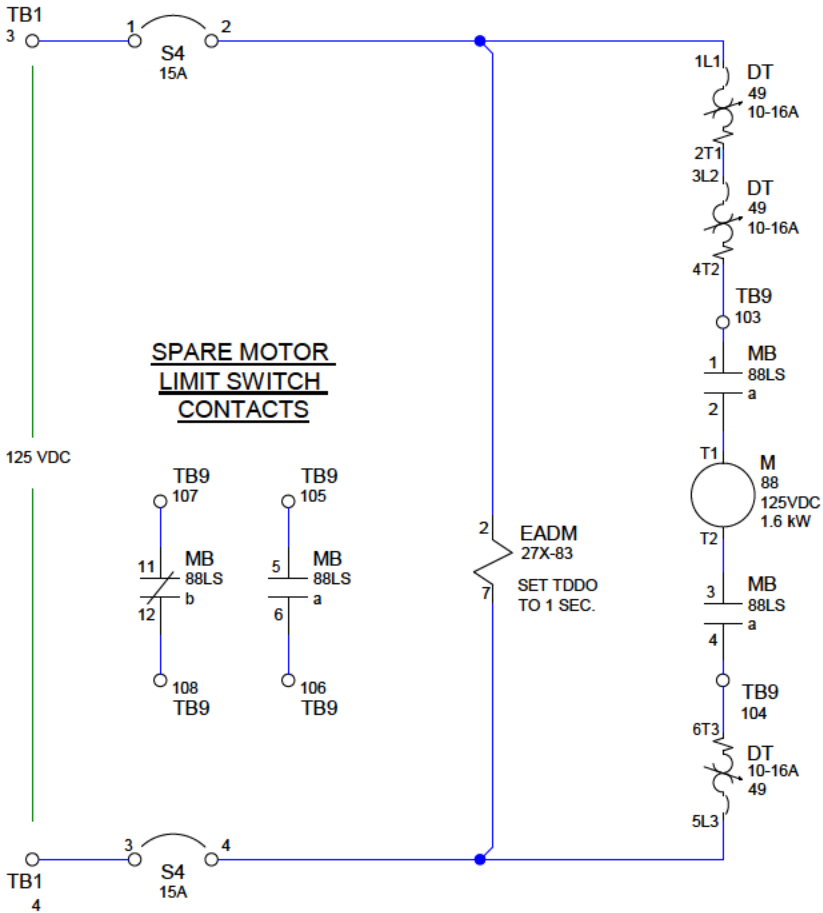
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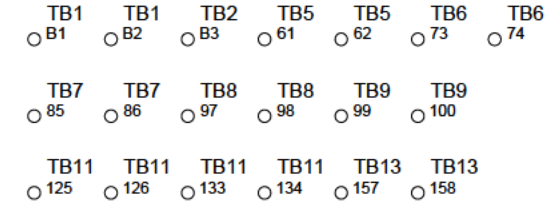
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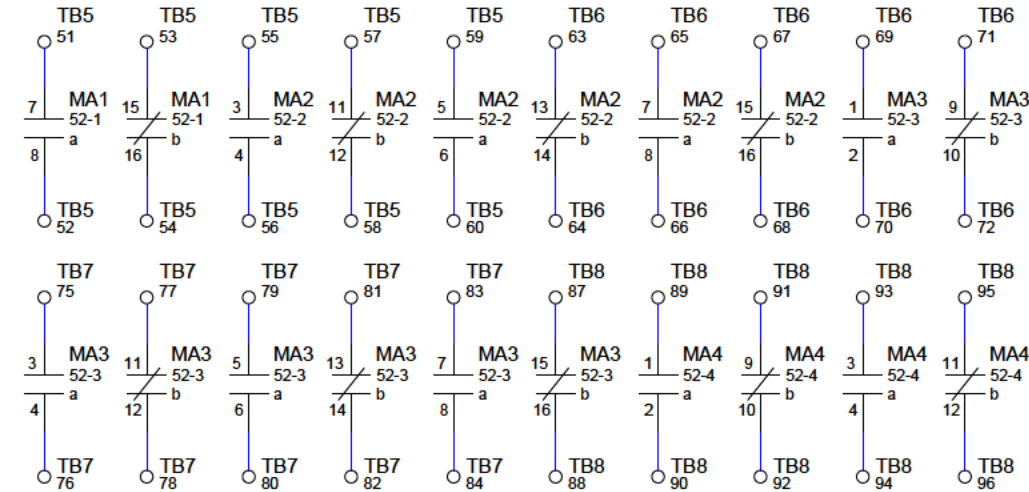
MOTOR CIRCUIT



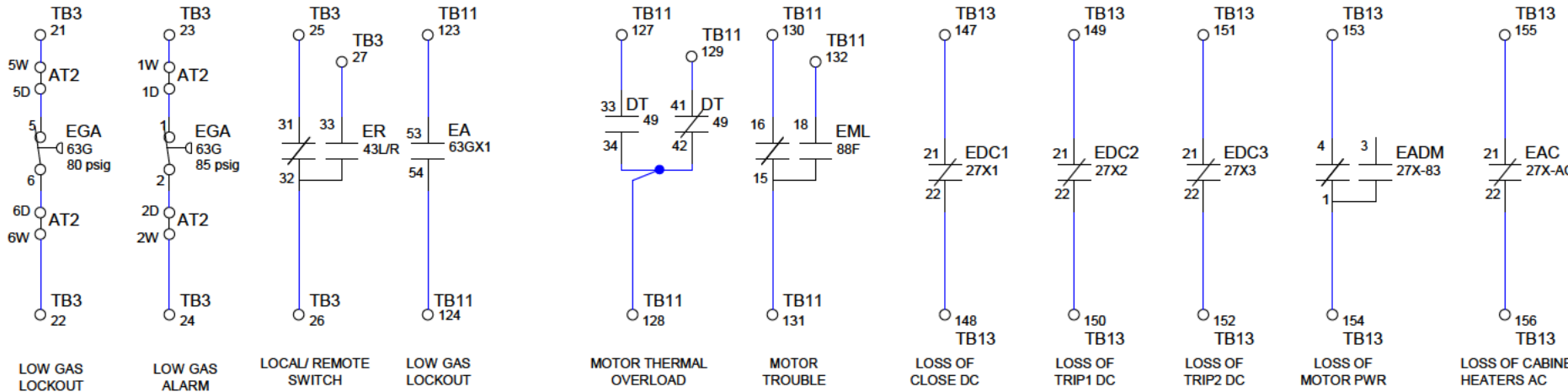
SPARE TERMINAL BLOCKS FOR CUSTOMER USE



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

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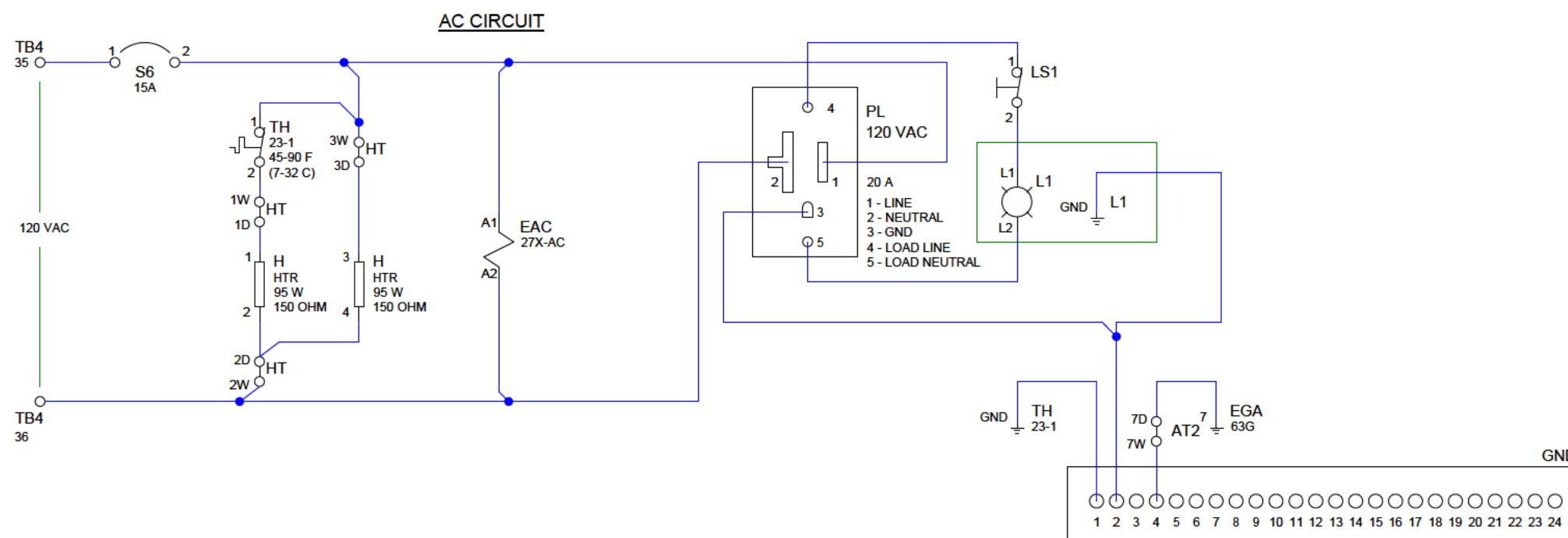
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- NOTES:
- 1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
 - 2) BREAKER SHOWN IN OPEN POSITION
 - 3) SF6 SHOWN AT ZERO PRESSURE
 - 4) CLOSING SPRING SHOWN IN CHARGED POSITION
 - 5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
 - 6) LOCAL/REMOTE 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 CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001
CUSTOMER EQ. No.:		ORDER No. 359556
	Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010
		SHT 4 OF 13

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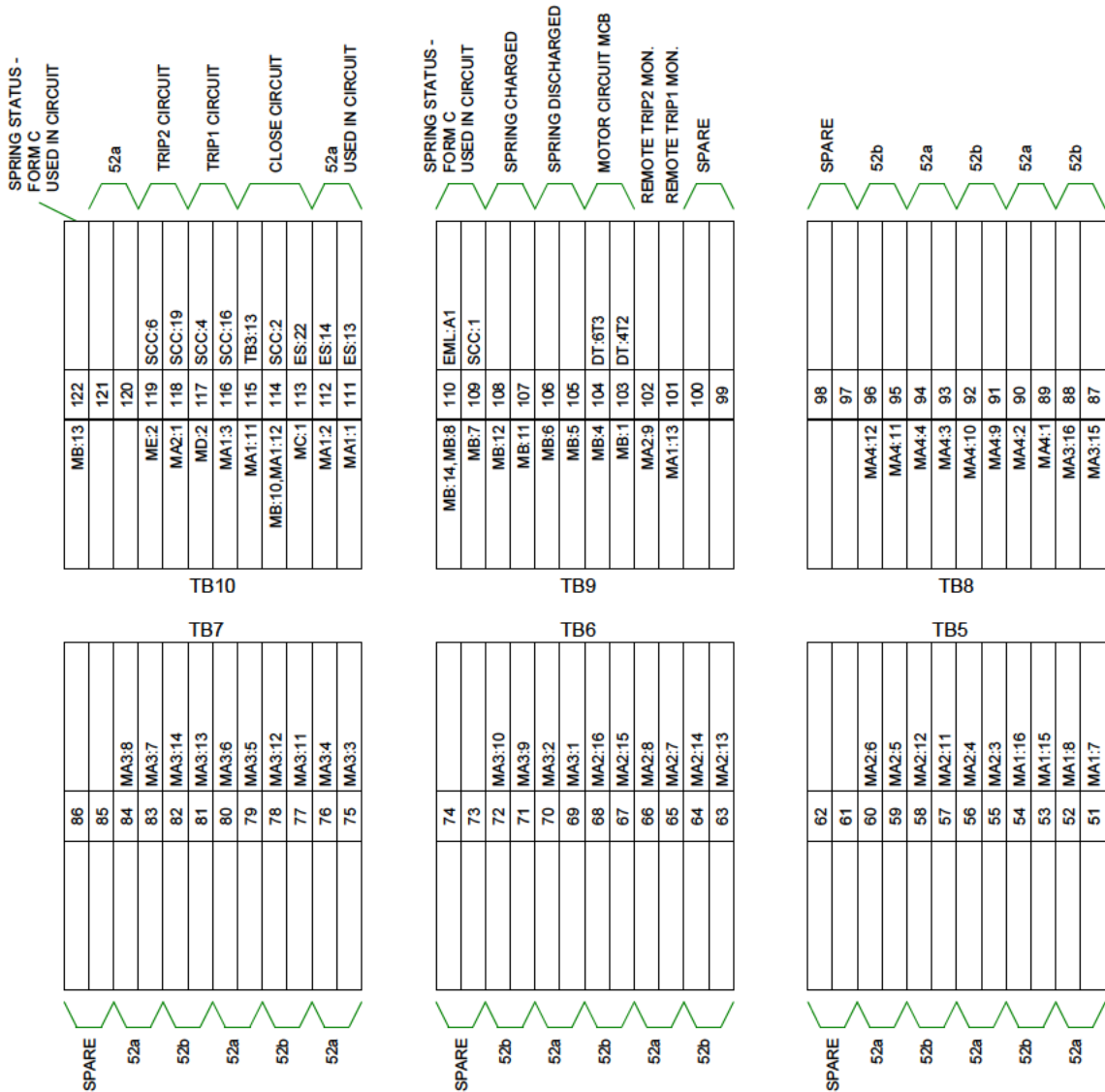
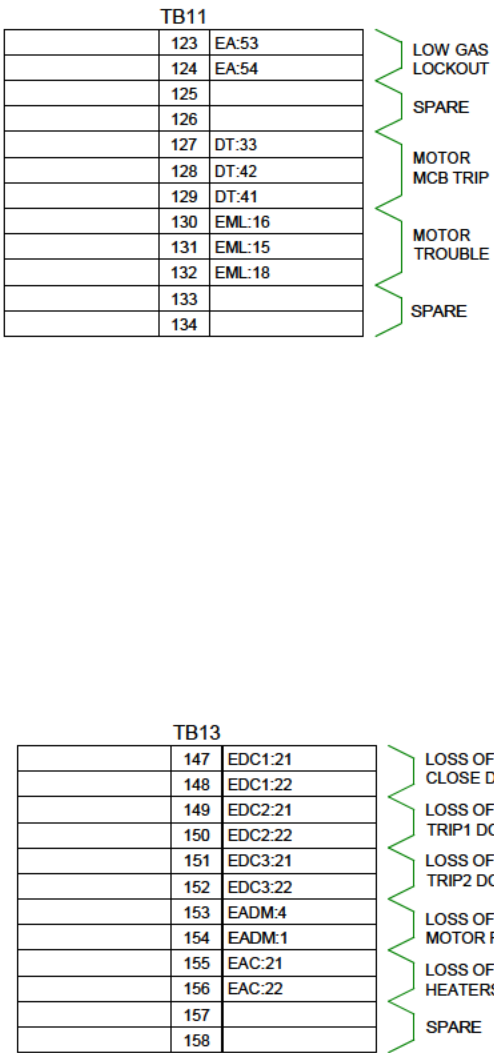
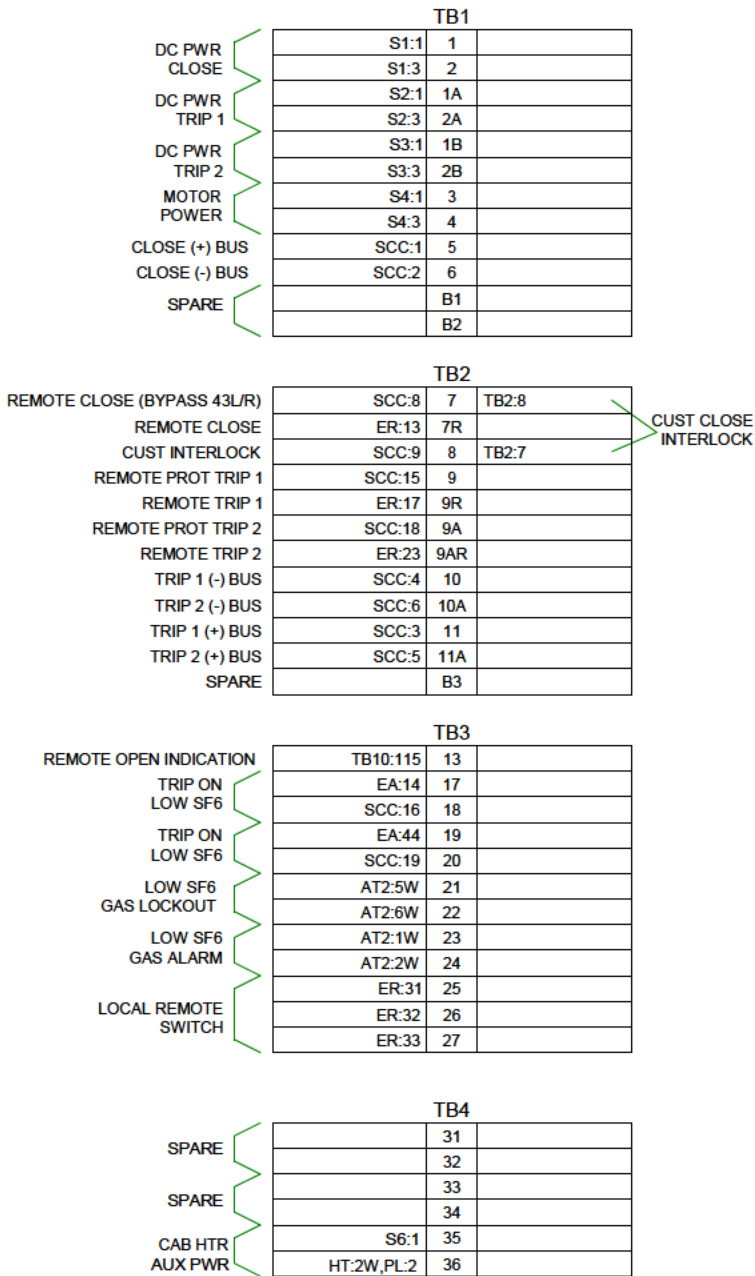
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TERMINAL BLOCK WIRING



- 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

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

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

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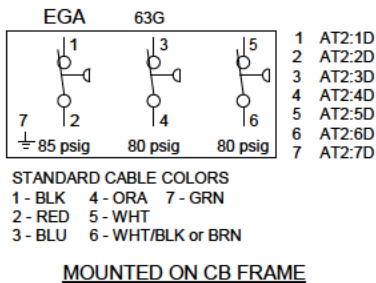
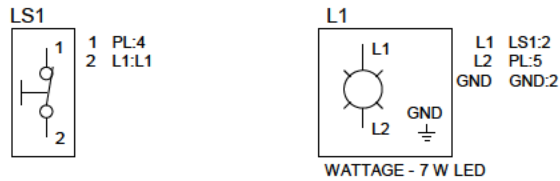
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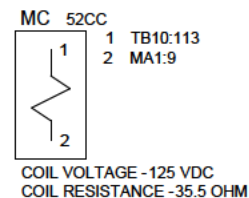
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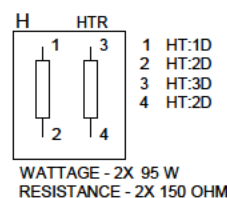
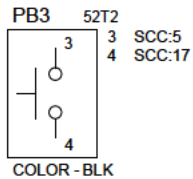
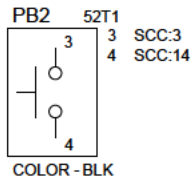
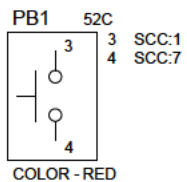
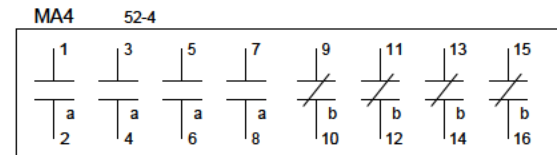
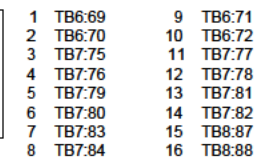
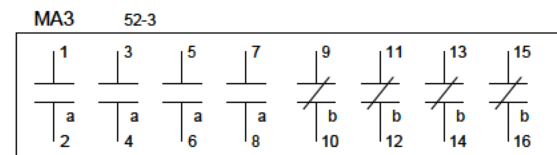
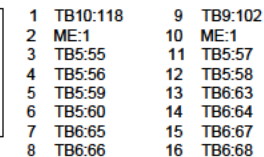
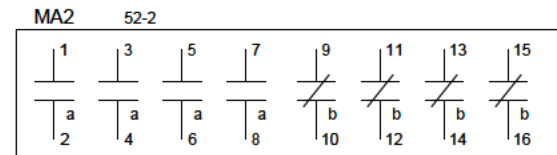
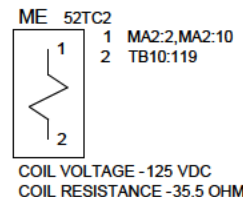
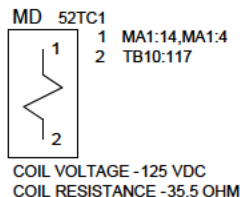
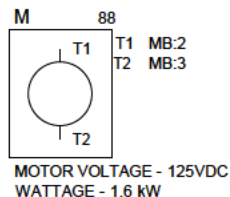
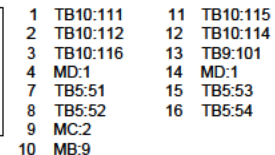
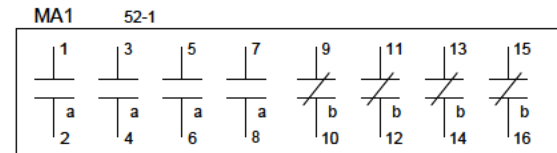
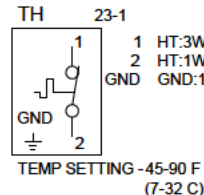
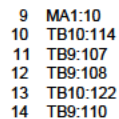
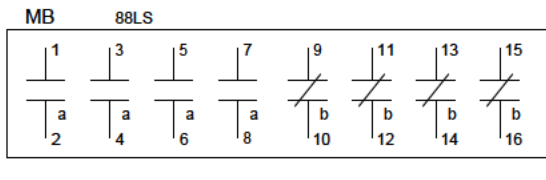
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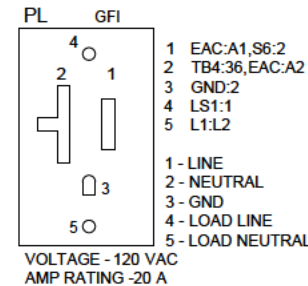
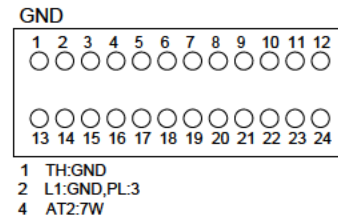
MECHANISM WIRING



DECK	CONTACTS 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 CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001	
CUSTOMER EQ. No.:		ORDER No. 359556	
 Grid Solutions One Power Lane Charleroi, PA 15022		DRAWING No.: E359556010	
		SHT 6 OF 13	

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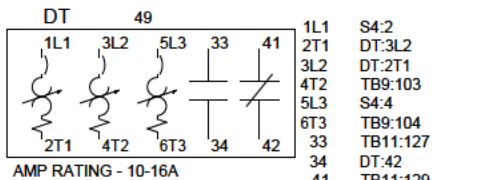
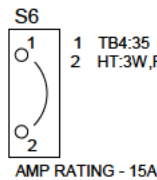
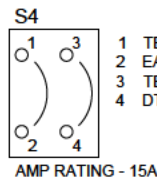
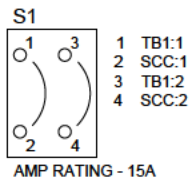
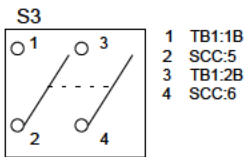
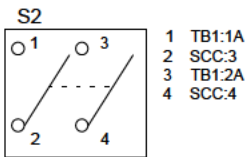
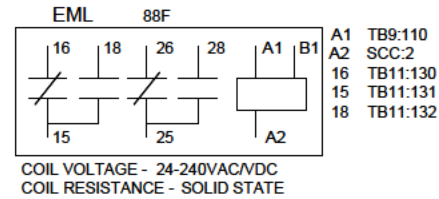
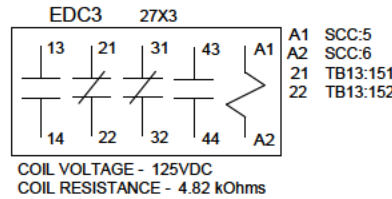
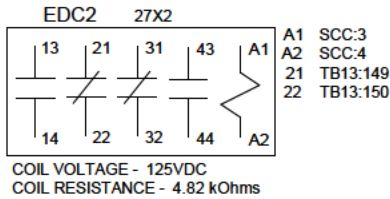
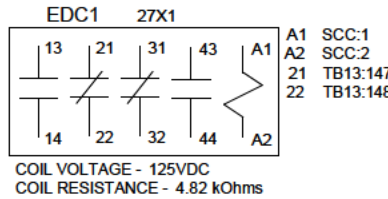
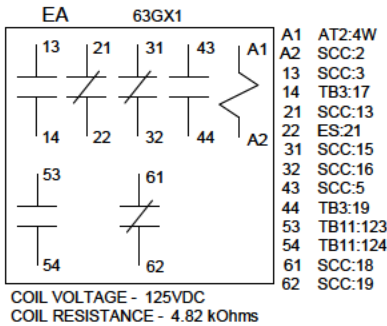
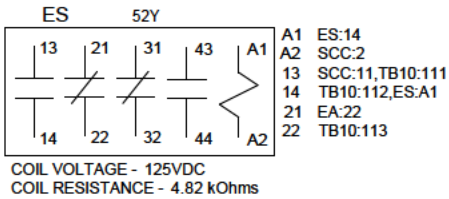
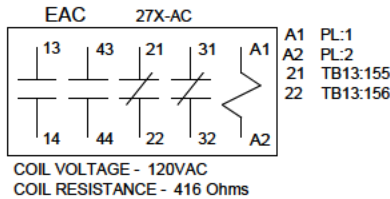
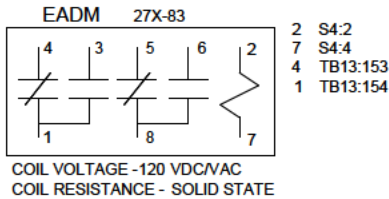
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SCC	1	PB1:3,AT2:3W,EDC1:A1,TB9:10B,TB1:5,S1:2
	2	EDC1:A2,TB10:114,TB1:6,EA:A2,EML:A2,ES:A2,S1:4
	3	EA:13,PB2:3,EDC2:A1,TB2:11,S2:2
	4	TB10:117,TB2:10,EDC2:A2,S2:4
	5	EA:43,PB3:3,EDC3:A1,TB2:11A,S3:2
	6	TB2:10A,TB10:119,EDC3:A2,S3:4
	7	ER:11,PB1:4
	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

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 - 2) AC WIRING TO BE 12GA GRAY SIS VW1
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					CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE CUSTOMER ORDER No.: 22200757 SUBSTATION: SUBSTATION E SERIAL No.: 3595560010001		MATERIAL ID: CCDT1-170FK-F1-001	
					CUSTOMER EQ. No.:		ORDER No. 359556	
1 Replaced control relays due to availability issues					W. Holt		SHT 7 OF 13	
REV. DESCRIPTION					DRAWN			
RELAY PANEL WIRING DIAGRAM					A. Lisitsa		DRAWING No.: E359556010	
					DATE			



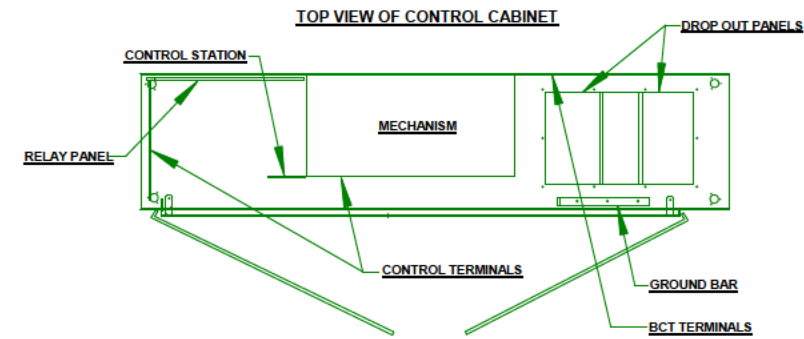
Grid Solutions
One Power Lane
Charleroi, PA 15022

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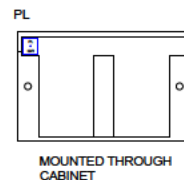
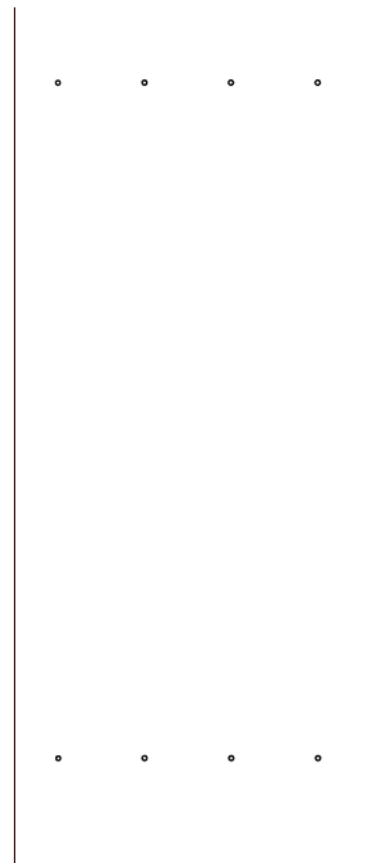
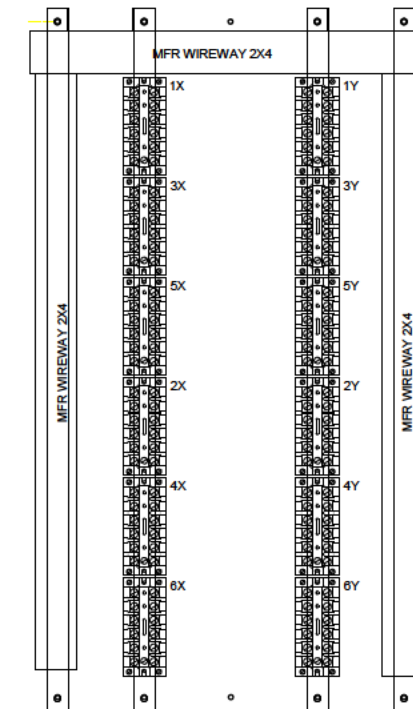
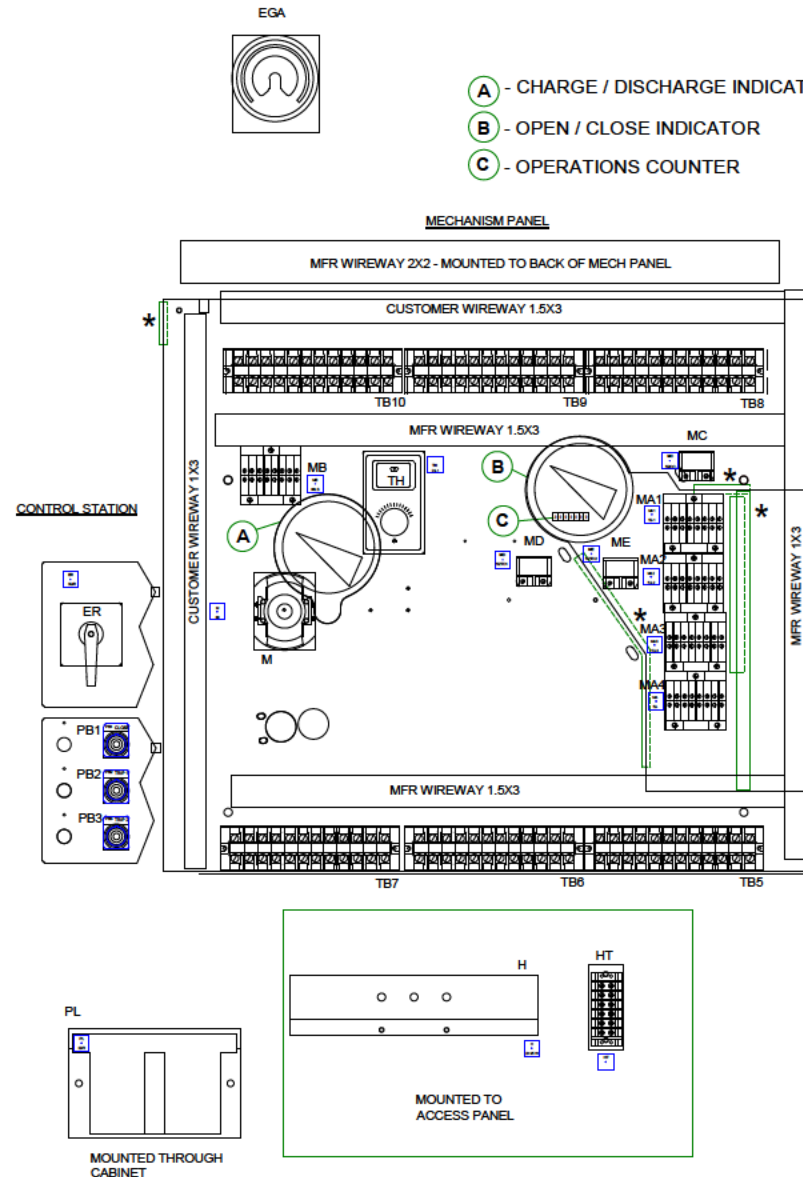
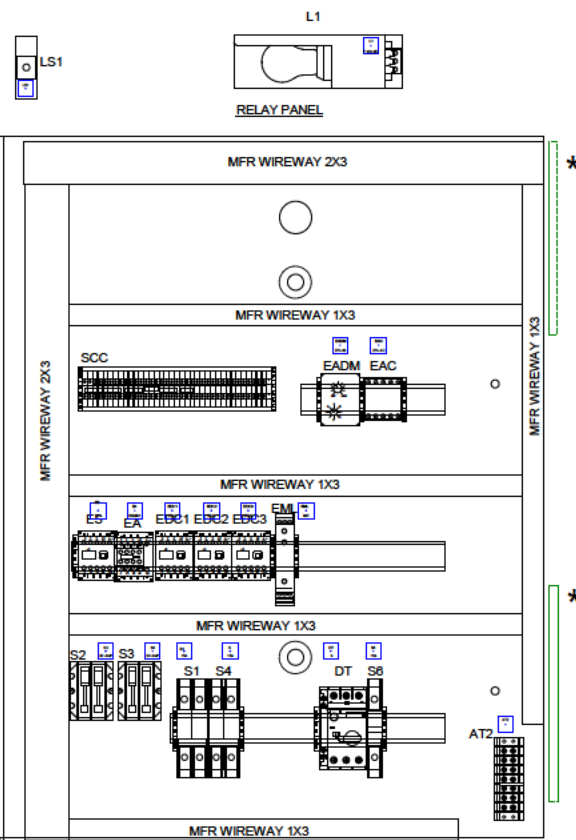
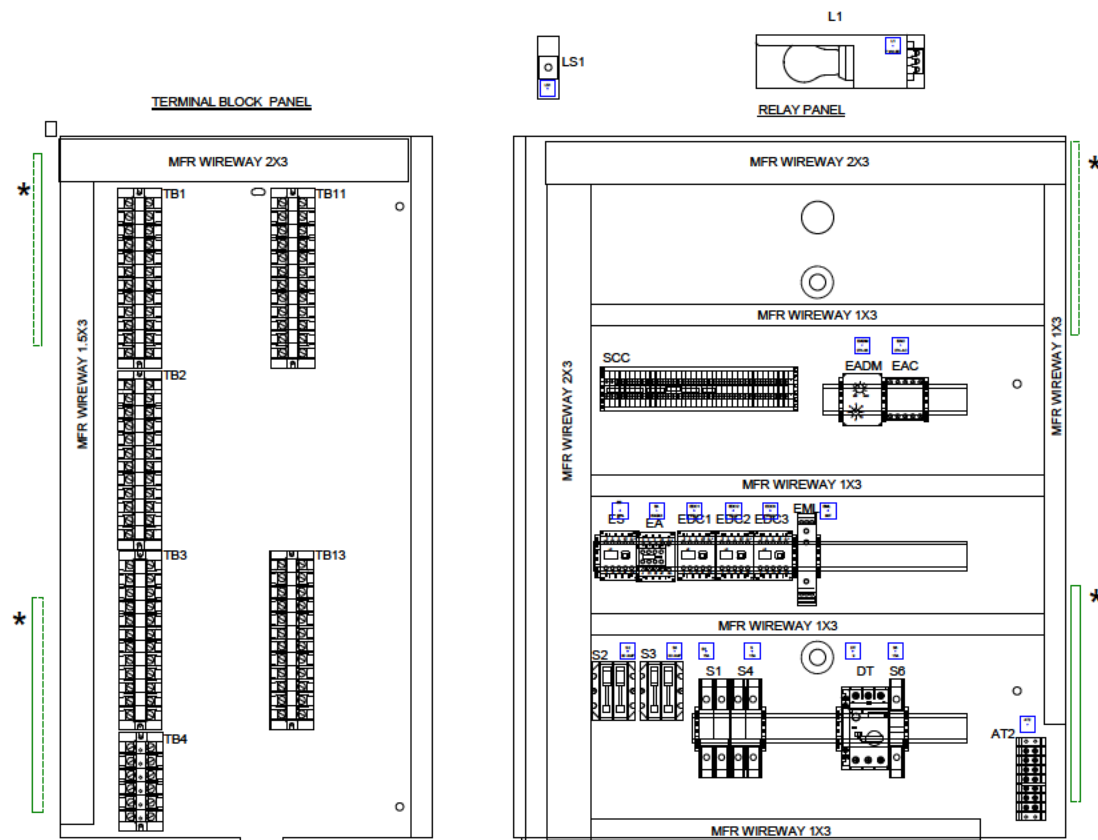


MANUFACTURING NOTES:
1) DEVICES TO BE MARKED WITH ENGRAVED PLASTIC TAGS.
2) DIN RAIL TO BE PER SPEC 1_415_881.
3) POSITION INDICATOR TAGS ATTACHED WITH STAINLESS STEEL SCREWS.
4) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR.
5) MECHANISM OPERATION COUNTER TO INCREMENT ON CB OPENING.

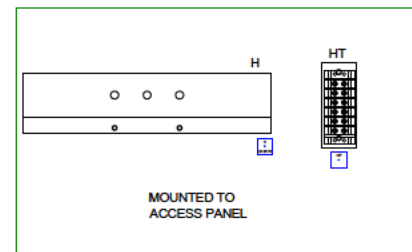
EGA



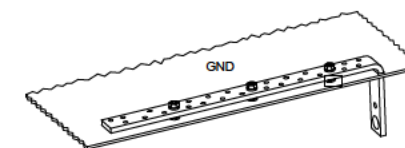
- A - CHARGE / DISCHARGE INDICATOR
- B - OPEN / CLOSE INDICATOR
- C - OPERATIONS COUNTER



MOUNTED THROUGH CABINET



MOUNTED TO ACCESS PANEL



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
			W. Holt	A. Lisitsa	02/21/2022
			DRAWN	CHECKED	DATE

COMPONENT LAYOUT

A

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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 8 OF 13

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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 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.:	
BILL OF MATERIALS				W. Holt	A. Lisitsa	02/21/2022	 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010
				DRAWN	CHECKED	DATE		

A

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C

D

A

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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

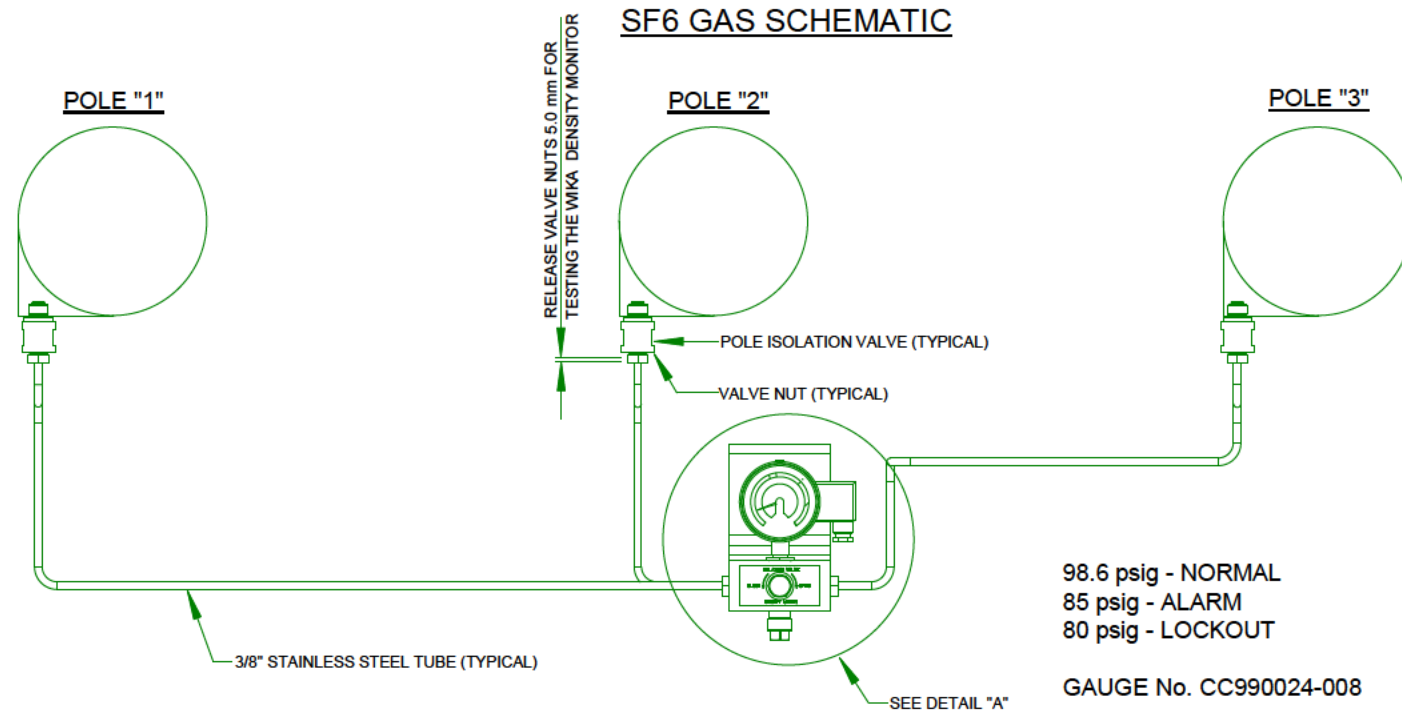
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SF6 GAS SCHEMATIC



RATINGS NAMEPLATE

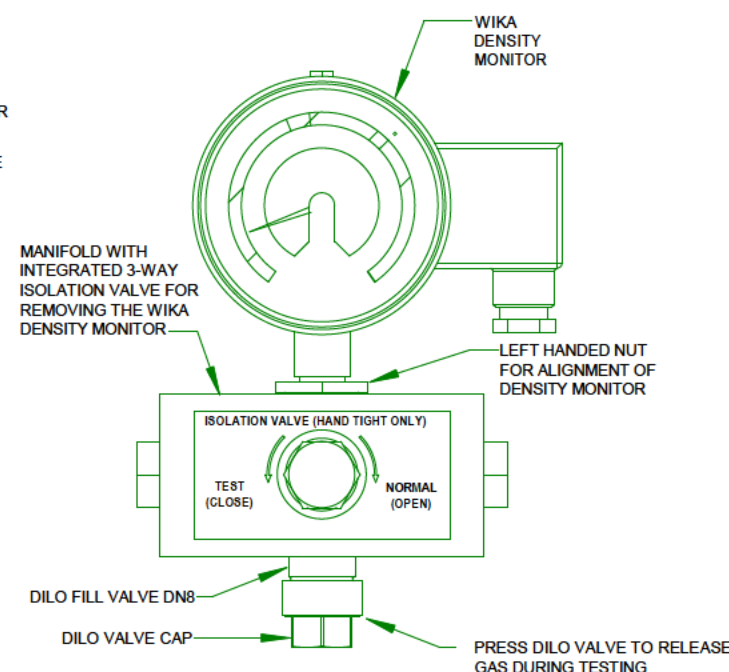
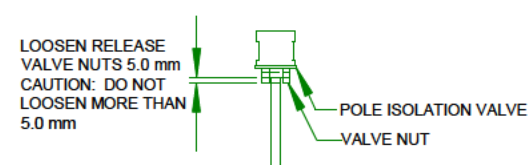
	<u>TYPE:</u> DT1-170FK-40-F1		<u>CUSTOMER P.O.:</u> 22200757
	<u>SERIAL NUMBER:</u>		<u>ORDER NUMBER:</u> 359556
	<u>MANUFACTURE DATE:</u>		<u>PARTS LIST No.:</u> 359556-010
			<u>WIRING DIAGRAM:</u> E359556010 <u>INSTRUCTION BOOK No.:</u> IB-DT12FK
<u>RATED MAXIMUM VOLTAGE</u> 170 kV	<u>RATED INTERRUPTING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

GRID SOLUTIONS

FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL



DETAIL "A"

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 NOTES:

- 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	
1	Replaced control relays due to availability issues	226888915	N. BUZZARD	W. HOLT	05/31/2022	CUSTOMER EQ. No.:	ORDER No. 359556	
REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE			
RATINGS NAMEPLATE - GAS SCHEMATIC			W. Holt	A. Lisitsa	02/21/2022	 Grid Solutions One Power Lane Charleroi, PA 15022	DRAWING No.: E359556010	SHT 11 OF 13
			DRAWN	CHECKED	DATE			

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B

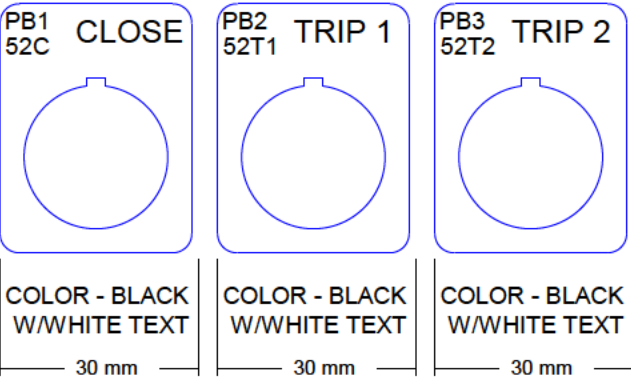
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D

DEVICE TAGS

AT2 •	EA • 63GX1	DT • 49	ES • 52Y	H • 2X95 W	HT •	L1 • 7 W LED
LS1 •	M • 88	MA1 • 52-1	MA2 • 52-2	MA3 • 52-3	MA4 • 52-4	MB • 88LS
MC • 52CC	MD • 52TC1	ME • 52TC2	PL • GFI	S1 • 15A	S2 • 30 AMP	S3 • 30 AMP
S4 • 15A	S6 • 15A	TH • 23-1	EML • 88F	ER • 43L/R	EADM • 27X-83	EDC1 • 27X1
EDC2 • 27X2	EDC3 • 27X3	EAC • 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 1 ○	TB2 7 ○	TB3 13 ○	TB5 51 ○	TB6 63 ○	TB7 75 ○	TB8 87 ○	TB9 99 ○	TB10 111 ○	TB11 123 ○	TB13 147 ○
2 ○	7R ○	17 ○	52 ○	64 ○	76 ○	88 ○	100 ○	112 ○	124 ○	148 ○
1A ○	8 ○	18 ○	53 ○	65 ○	77 ○	89 ○	101 ○	113 ○	125 ○	149 ○
2A ○	9 ○	19 ○	54 ○	66 ○	78 ○	90 ○	102 ○	114 ○	126 ○	150 ○
1B ○	9R ○	20 ○	55 ○	67 ○	79 ○	91 ○	103 ○	115 ○	127 ○	151 ○
2B ○	9A ○	21 ○	56 ○	68 ○	80 ○	92 ○	104 ○	116 ○	128 ○	152 ○
3 ○	9AR ○	22 ○	57 ○	69 ○	81 ○	93 ○	105 ○	117 ○	129 ○	153 ○
4 ○	10 ○	23 ○	58 ○	70 ○	82 ○	94 ○	106 ○	118 ○	130 ○	154 ○
5 ○	10A ○	24 ○	59 ○	71 ○	83 ○	95 ○	107 ○	119 ○	131 ○	155 ○
6 ○	11 ○	25 ○	60 ○	72 ○	84 ○	96 ○	108 ○	120 ○	132 ○	156 ○
B1 ○	11A ○	26 ○	61 ○	73 ○	85 ○	97 ○	109 ○	121 ○	133 ○	157 ○
B2 ○	B3 ○	27 ○	62 ○	74 ○	86 ○	98 ○	110 ○	122 ○	134 ○	158 ○
P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4

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

DEVICE TAGS

W. Holt
DRAWN
A. Lisitsa
CHECKED
DATE



Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E359556010

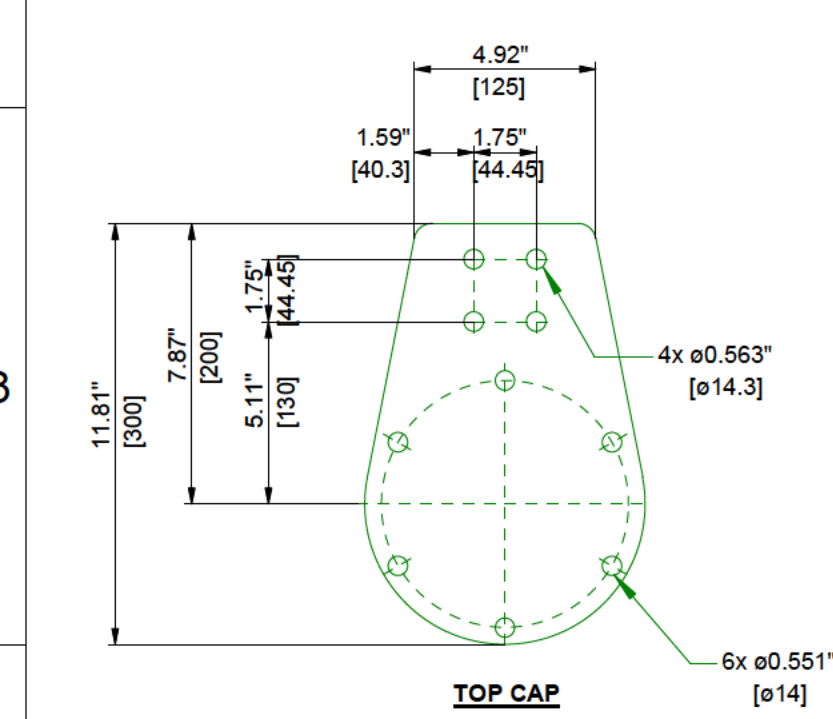
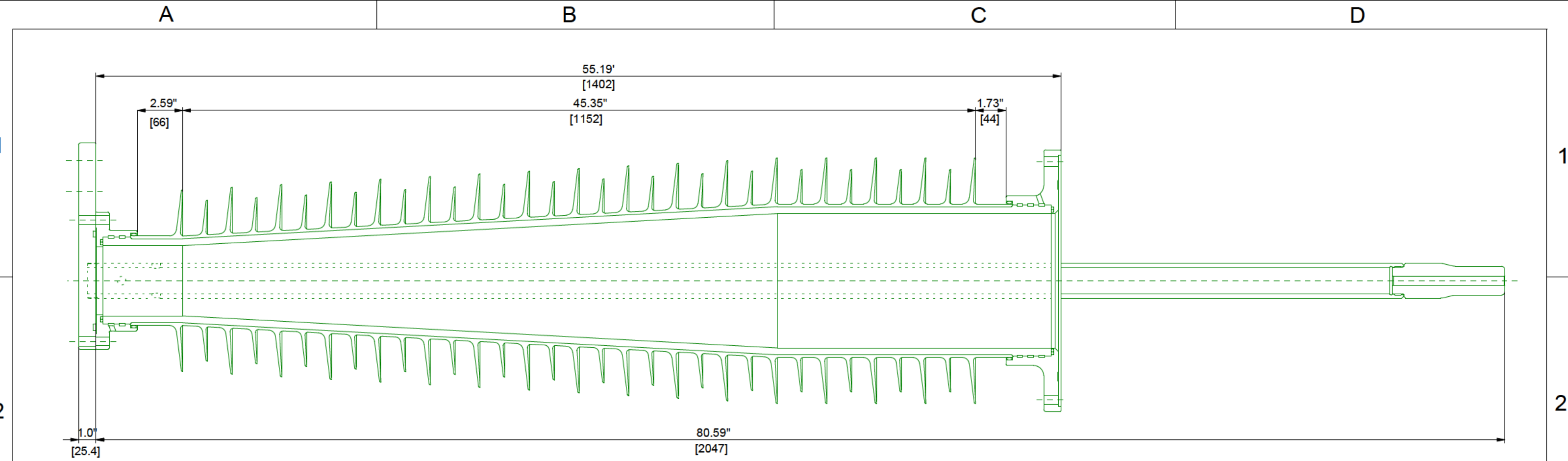
SHT 12 OF 13

A

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D



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 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	CUSTOMER EQ. No.:  Grid Solutions One Power Lane 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

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 GL309, GL312	DT1-362, GL314	GL314BPS	GL315, GL317	GL318	DT2-550	DT2-800
Supervision of erection of bushings and live parts on CBR ⁽¹⁾			2 ⁽¹⁾	5 ⁽¹⁾	6 ⁽¹⁾	3 ⁽¹⁾	3 ⁽¹⁾
Gas filling	1	1				2	3
Supervision of commissioning ⁽²⁾		2	1	2	2	2	2
Point on wave (POW) controller commissioning ⁽³⁾	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 ⁽¹⁾			X	X
100 Amp Micro-Ohmmeter ⁽¹⁾			X	
Man Lift ⁽²⁾	X		X	X
Crane with Operator ⁽²⁾	X			
Vacuum Pump and/or Gas Cart ⁽²⁾		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

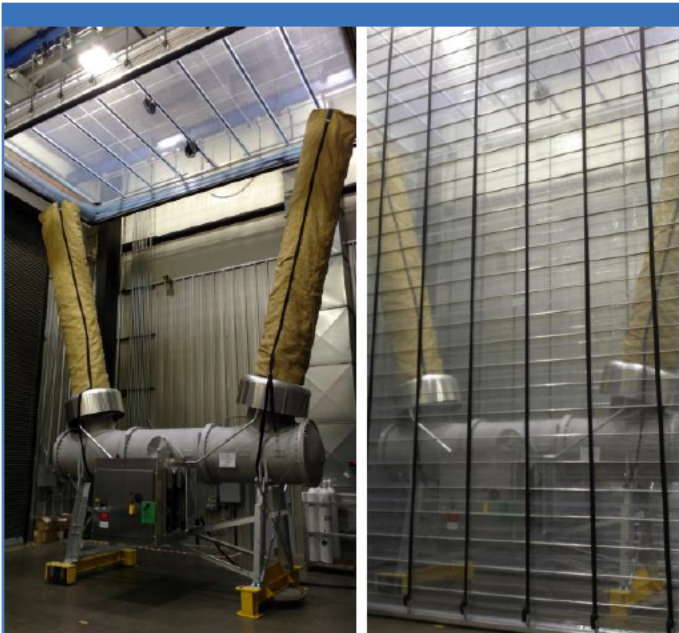
SF₆ Gas Tightness Testing System

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 SF₆ gas tightness and also quantifies the exact emission rate, with accuracy of 0.2 grams/year,

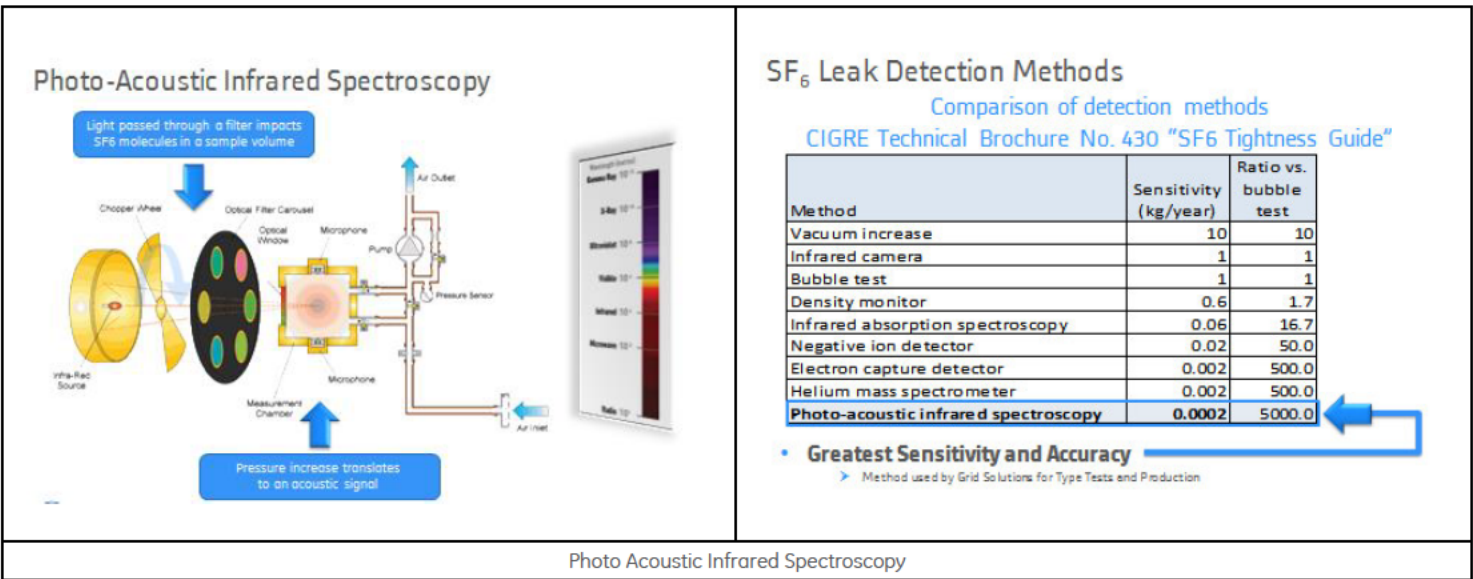
Grid Solutions' proprietary technology utilizes photo-acoustic infrared spectroscopy which is the highest possible sensitivity method for leak detection.

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.



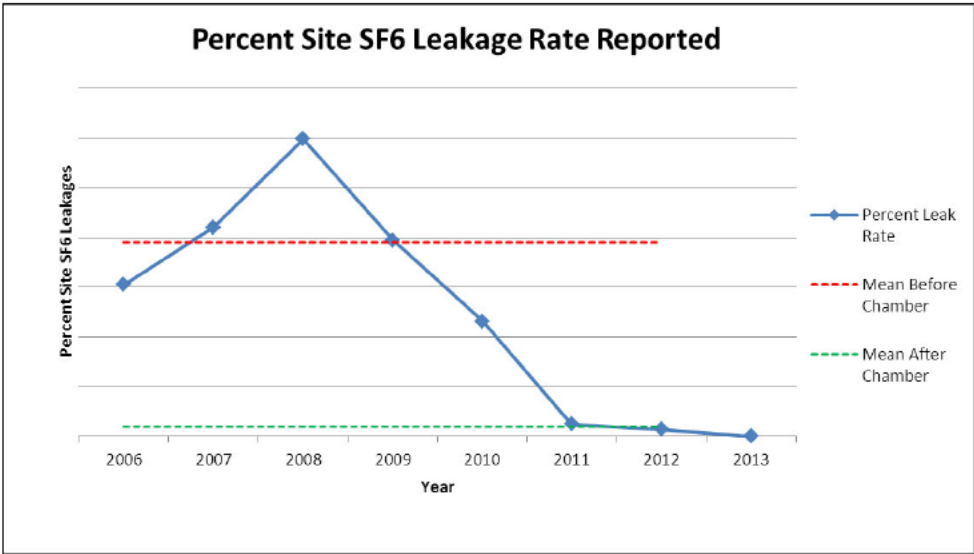
550 kV Dead Tank
Volumetric Tightness Testing



SF6 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.

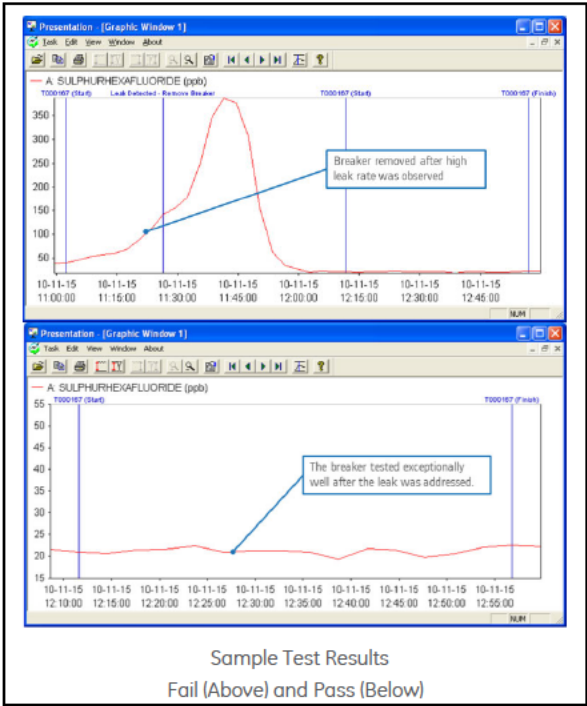


Multiple systems for High Volume Production

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 SF₆ emissions extends from our robust designs with high grade gaskets to testing and certification. Our continuing efforts provide for quantifiable reduction in SF₆ emissions for our customers resulting in industry leading reliability and lower cost of maintenance.

GEGridSolutions.com

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HIGH VOLTAGE CIRCUIT BREAKERS

PRODUCT	RATING	FEATURES
 DT1-38FK-40-F1	• Up to 38 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
 DT1-72.5FK-40-F1	• 72.5 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
 DT1-72.5FK-40-F3	• 72.5 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
 DT1-145FK-40-F1 DT1-170FK-40-F1	• 123 kV, 145 kV, 170 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
 DT1-72.5R-40-F1 DT1-145R-40-F1	• 72.5 kV, 123 kV, 145 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Pre-Insertion Resistors (PIR)
 DT1-145FK-40-F3 DT1-170FK-40-F3	• 123 kV, 145 kV, 170 kV • 1200 A to 3000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
 DT1-72.5-63-F1 DT1-145-63-F1	• 72.5 kV, 123 kV, 145 kV • 1200 A to 4000 A • 63 kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
 DT1-145g-63	• 72.5 kV, 123 kV, 145 kV • 1200 A to 4000 A • 63 kA, 3 cycles	• SF₆-FREE • FK3-4 SPRING/SPRING mechanism • Gang Operated
 DT1-245P-40-F1	• 245 kV • 1200 A to 4000 A • 40 kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
 DT1-245P-40-F3	• 245 kV • 1200 A to 4000 A • 40 kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching

PRODUCT	RATING	FEATURES
 DT1-245P-63-F1	• 245 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
 DT1-245P-63-F3	• 245 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS
 MOV for Shunt Reactor Switching	• 38 kV to 800 kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
 DT1-362-63-F3 DT1-362R-63-F3	• 362 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
 DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3	• 550 kV • 1200 A to 5000 A • 63 kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
 GL3 Series Live Tank	• 72.5 kV to 800 kV • 1200 A to 4000 A • Up to 63 kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
 Live Tank GL309 GL312 GL313 GL314	• 72.5 kV to 245 kV • 1200 A to 3000 A • Up to 40 kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
 GL314BPS High Speed Bypass Switch	• Up to 800 kV system • Up to 170 kV across gap • Making Current 120 kAp • Insertion Current 5000 A • Insertion Voltage 300 kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
 HYpact	• 72.5 kV to 170 kV • 2500 A • 40 kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
 CBWatch3	• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF₆ emissions trending
 Synchronous Control (Point on Wave Switching)	• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

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GEA-33337-(E)
English
250313

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.
- 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.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT IN THE AMOUNT OF SEVEN-HUNDRED FIFTY-FIVE THOUSAND NINE-HUNDRED EIGHTY-EIGHT DOLLARS (\$755,988.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase 161 Kv breakers from GE Grid Solutions;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement for the purchase of 161 kV breakers from GE Grid Solutions in the amount of Seven-Hundred Fifty-Five Thousand Nine-Hundred Eighty-Eight Dollars (\$755,988.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 161 kV breakers;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK