

Nuclear Energy Consulting Services Agreement

1. Parties & Roles.

This Agreement is entered into between the Bureau of Legislative Research, located at State Capitol Building, Room 315, 500 Woodlane Street, Little Rock, Arkansas 72201, ("BLR") and EXCEL Services Corporation, located at 11921 Rockville Pike, Ste. 100, Rockville, Maryland 20852, ("EXCEL") (collectively referred to as the "Parties").

Role	Entity	Responsibilities
Prime Consultant	EXCEL Services Corporation	Lead and manage all study tasks; prepare draft and final reports; coordinate stakeholder engagement.
Contracting Agency	Bureau of Legislative Research	Facilitate access to state agencies (if necessary), review and accept deliverables.
Committee	Joint Energy Committee	Direct the work of EXCEL; receive the report and recommendations.

2. Purpose.

During the 2025 Regular Session of the Ninety-Fifth General Assembly of the State of Arkansas, the General Assembly passed Act 707, to create a technical feasibility study on new nuclear energy generation ("Act 707" or "the Act"). Act 707 directs that a consultant be hired to conduct the technical feasibility study and establishes the qualifications for the consultant, as well as the parameters for the study. In addition, the act requires that the consultant's final report be independently evaluated by a third party. The purpose of this Agreement is to effect the technical feasibility study mandated by Act 707 §§ 1(d)(1)–(6).

EXCEL is providing the services for the use and benefit of the Joint Energy Committee of the Arkansas General Assembly (the "Committee"). BLR is the staff agency for the Committee and the General Assembly.

3. Scope of Work.

3.1. Feasibility Study. Pursuant to Act 707, EXCEL shall conduct a technical feasibility study on implementing nuclear energy in the State of Arkansas. The

feasibility study shall determine:

(1) The advantages and disadvantages of nuclear energy generation in this state, including without limitation the economic and environmental impact;

(2) Conclusions and recommendations on:

(A) Optimal design specifications based on site characteristics, possible industrial uses, and reactor technology maturity;

(B) Land and siting criteria, including specific areas such as data centers, existing energy facilities, military bases, and industrial activities requiring process heat that are best suited for new nuclear generation;

(C) Safety criteria required;

(D) Engineering services required;

(E) The feasibility of implementing all commercially licensable and available nuclear generation technologies, including small modular nuclear reactors and microreactors;

(F) Criteria for how well the technologies under subdivision 3.1 (2)(E) of this section are tested and if there are any cases of successful research or commercial operation of the technologies; and

(G) Site transportation and electric transmission capabilities;

(3) Socioeconomic assessment and impact analysis, including without limitation consideration of the impact on:

(A) Workforce education, training, and development;

(B) The local and state tax base;

(C) Supply chains; and

(D) Permanent and temporary job creation;

(4) The timeline for development, including areas of potential acceleration or efficiencies and leveraging existing facilities within this state;

(5) Literature review of studies that have assessed the potential impact of nuclear energy generation in supporting an energy transition; and

(6) Current and future policies that may be needed to support or

accelerate the adoption of nuclear energy generation or may improve its cost-effectiveness, including a survey of federal programs and other methods that could financially assist a nuclear project in this state.

3.2. Presentation of Recommendations and Report. In addition to conducting the feasibility study, EXCEL shall prepare a draft written report of its findings and recommendations. Upon receipt of the draft evaluation from an independent evaluator, EXCEL shall review that independent evaluation and then make its final written report. EXCEL shall be available to present its final written report to the Committee, upon request of the Committee.

4. Term and Termination

4.1. Term. The term of this Agreement will commence on September 26, 2025, and terminate on September 26, 2026.

4.2. Termination. Either party may terminate the Agreement by giving ten (10) days prior written notice.

5. Schedule.

Milestone	Due Date (months after NTP)
Kick-off & Project Plan	0.5
Interim Findings Memo	4
Draft Report to BLR	8
Draft Evaluation Letter	9
Final Report to BLR	10

6. Compensation (Not-to-Exceed USD \$305,000)

6.1. EXCEL shall be paid based on hourly rates and reimbursement of expenses. The fees and expenses related to this Agreement are outlined in Attachment A and incorporated in this Agreement by reference. The maximum amount BLR will pay to EXCEL for the provision of the Services is Three Hundred, Five Thousand Dollars (\$305,000.00). EXCEL shall invoice BLR monthly for work completed in the prior month, based on milestones completed, actual time worked at the rates set forth at Attachment A, and expenses incurred. All invoices shall be due and payable by BLR within thirty (30) days of receipt. Monthly invoices will include reimbursements for travel related to the work being performed by EXCEL and attendance at legislative committee meetings. All mileage amounts will be calculated per

Mapquest and copies of the routes will be provided to the BLR with the monthly invoices, as well as copies of receipts for reimbursement of actual travel expenses.

6.2. In the event that services in addition to those described in Section 3 of this Agreement are required during the term of the Agreement, the Committee shall vote to authorize additional work, subject to the approval of the Legislative Council, who shall have the power to approve the additional services and an additional fee for those services in an amount not to exceed ten percent (10%) of the maximum contract amount.

6.3. Payment Method: All BLR payments will be made by Automated Clearing House (ACH); EXCEL shall provide required banking information.

7. Key Contract Terms

7.1. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes all prior negotiations and understandings. It may only be amended in writing signed by both parties.

7.2. Records-Retention & Audit Access. Contractor shall maintain all books, documents, and other evidence pertinent to this Contract for five (5) years after final payment and shall permit access by BLR, the Division of Legislative Audit, and the Arkansas Legislative Council.

7.3. Indemnification & Insurance. To the extent allowed by Arkansas law, EXCEL shall indemnify, defend, and hold harmless the State for third party claims to the extent arising from EXCEL's negligence, gross negligence, or willful misconduct. EXCEL shall maintain commercially reasonable insurance. The following disclaimer shall be on each deliverable before distribution: "Prepared by EXCEL Services Corporation for the Bureau of Legislative Research. Information is provided as-is, without warranties. Use at your own risk. No liability is assumed."

7.4. Independent Contractor Status. BLR and EXCEL intend that EXCEL be engaged to perform the services as an independent contractor. Nothing in this Agreement shall be construed as to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. EXCEL may not act as an agent for or on behalf of BLR or bind BLR in any manner.

7.5. Governing Law. This Agreement shall be governed by the laws of the State of Arkansas, without regard to Arkansas's conflict of law principles.

EXCEL agrees that any claims against the BLR, the Committee, or the General Assembly, whether arising in tort or in contract, shall be brought before the Arkansas State Claims Commission, as provided by Arkansas law, and shall be governed accordingly. Nothing in this Agreement shall be construed as a waiver of sovereign immunity of the BLR, the Committee, the Legislative Council, or the Arkansas General Assembly. Venue for any action is Pulaski County, Arkansas.

7.6. E-Verify Compliance. EXCEL certifies that it does not employ or contract with unauthorized workers as required by Ark. Code Ann. § 19-11-105.

7.7. Confidentiality & FOIA. Proprietary data provided by third parties shall be protected consistent with Ark. Code Ann. § 23-2-316 and Act 707 § 1(e)(2)–(3).

(1) "Confidential Information" means all information which may be imparted in confidence or be of a confidential nature relating to the activities or prospective activities of the Parties, current or projected plans or internal affairs of the Parties and in particular, but not limited to, all information comprised in formulae, specifications, designs, drawings, databases, software, manuals held in whatever form relating to the creation, production or supply of any products by the Parties.

Due to BLR and Committee being a public entity within the State of Arkansas, all terms of this Agreement, including without limitation fee and expenses structure, are subject to disclosure under the Freedom of Information Act of 1967, Ark. Code Ann. § 25-19-101, *et seq.*

(2) The Parties agree and undertake that they shall treat as secret and confidential all or any Confidential Information provided by or on behalf of either Party. The Parties shall not, either during the continuance of this Agreement or at any time after the termination date, disclose or permit to be disclosed to any person whomsoever, or otherwise make use of or permit to be made use of any Confidential Information, except as strictly required in the proper performance of the Services, and/or as otherwise agreed mutually by and between the Parties in writing.

(3) Notwithstanding anything in the foregoing, nothing in this Agreement shall prevent the Parties from making disclosures of Confidential Information as required under law.

7.8. Ownership & License. The Committee, through BLR, owns the final report and independent evaluation; EXCEL retains pre-existing intellectual property and grants a perpetual, royalty-free license to BLR for the final report and independent evaluation.

7.9. Assignment. This Agreement may not be assigned without the prior written consent of both parties, which either party may withhold for any reason. Notwithstanding the foregoing, EXCEL may assign its rights and obligations hereunder to any of its affiliates or subsidiaries under common control and operating under the same trade name. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

7.10. Subcontractors. If at any point during the contract term EXCEL finds it necessary to utilize a subcontractor, EXCEL shall seek prior approval of the Committee before contracting any part of the work to be performed under this Agreement. The Committee shall have the right to not approve or to require replacement of any subcontractor found to be unacceptable by the Committee.

7.11. Restriction of Boycott of Israel. In accordance with Ark. Code Ann. § 25-1-503, EXCEL hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Israel.

7.12. Restriction of Boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries. In accordance with Ark. Code Ann. § 25-1-1101, et seq. EXCEL hereby certifies and agrees that it is not currently engaged in, and agrees for the duration of the Agreement not to engage in, a boycott of Energy, Fossil Fuel, Firearms, and Ammunition Industries.

8. Points of Contact

Party	Name / Title	Contact Information
BLR	Jill Thayer, BLR Chief Legal Counsel	thayerj@blr.arkansas.gov 501-683-0720
EXCEL	Brian Meadors, General Counsel	Brian.Meadors@excelservices.com 980-867-1371

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, EXCEL AND BLR have executed this Agreement this ____ day of September, 2025.

EXCEL Services

Corporation

Brian Meadors, General Counsel

Date

**BUREAU OF LEGISLATIVE
RESEARCH:**

Marty Garrity, Director

Date

ATTACHMENT 'A'

EXCEL Services Corporation 2025-26 Labor Rates

<u>Category</u>	<u>Hourly Rate</u>
Technician	\$120.00
Procedure Writer	\$130.00
Senior Engineer I	\$145.00
Senior Engineer II	\$160.00
Senior Engineer III	\$195.00
Senior Engineer - Executive	\$220.00
Senior Licensing Engineer I	\$145.00
Senior Licensing Engineer II	\$160.00
Senior Licensing Engineer - Executive	\$220.00
Project Manager I	\$175.00
Project Manager II	\$190.00
Physical/Cyber/Info Security Specialist I	\$155.00
Physical/Cyber/Info Security Specialist II	\$195.00
Physical/Cyber/Info Security Specialist - Executive	\$240.00
Executive Regulatory Expert I	\$235.00
Executive Regulatory Expert II	\$275.00
Executive Regulatory Expert III	\$325.00

Expenses are billed at cost (e.g., travel expenses, copies, and so forth). Major expenses will be cleared with BLR prior to the expense being incurred.