



Authorized
Purchase Order
**** Change Order ****

Purchase Order#: [REDACTED]
Revision Number: 2
EBS - Front-End Design Engineering for
Limestone Conversion Project - TWilhelm
017040
Rev 2: Additional funds

Duke Energy Kentucky, INC

Date: 5/10/2024 4:14:12 PM

Company: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Ship To:
EAST BEND STATION
RT. 338, 6293 BEAVER ROAD
P. O. BOX 937
UNION KY 41091-0142 USA

Attention:
Phone#: [REDACTED] **term :** Per Contract
Fax#: N/A

Sourcing Representative: Pahmeier, Brittany
Phone#: 812 735-8933
Fax#: N/A
Email: Brittany.Pahmeier@duke-energy.com

Attention :

Master Contract Details: [REDACTED]

Payment Terms: [REDACTED]

Invoicing:

All original invoices and supporting documentation shall be issued via the Ariba Network either directly through your Ariba Network Account or through the interactive email you received from Ariba. Invoices must reference this Maximo Purchase Order Number. Failure to do so will impact invoice processing.

When submitting through the Ariba Network, it is required that the Suppliers original invoice be added as an attachment to the submission.

For the rare instances of a Supplier who either can't submit through the Ariba Network or hasn't yet signed up for their Ariba account, the following method is appropriate on a temporary basis:

Electronically as a single invoice portable document file (PDF or TIF) no larger than 25mb to SupplierServices@duke-energy.com

Suppliers that have not yet signed up for their Ariba account, please reach out to AribaSupplierEnable@duke-energy.com to start the process.

All invoice related questions should be sent to APQuestions@duke-energy.com.

Detail of Purchase Order:

Following acceptance and acknowledgement of this purchase order, [REDACTED] (hereinafter referred to as 'Supplier') shall be authorized to provide all materials, and or services necessary to satisfy the requirements of the Purchase Order.



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REVISION 1:
INCORPORATING REQUIRED SAFETY DOCUMENTS

ALL OTHER PROVISIONS REAMIN UNCHANGED.



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The scope shall be defined as follows:

Line#	Item #	Catalog #	Required Date	Contract Ref #	Qty	Units	Unit Cost	Line Cost	Vendor Date	Quote
Line 1			05/17/2024		[REDACTED]	DO	\$1.00	[REDACTED]		

Mfr:

Mfr Model #:

Mfr Part #:

SDS Req'd (Y/N):

Consignment : N

Item Description: Front End Design Engineering
Duke Energy Business Services LLC
as Agent for and on Behalf of Duke Energy Kentucky, LLC

DATE:
5/23/24



ISSUED FOR:
Duke Energy Kentucky, LLC
East Bend Generating Station
6293 Beaver Road
Union, KY 41091

DUKE ENERGY INTERFACE:
Name: Troy Wilhelm
Phone: 513-467-5330
Email: Troy.Wilhelm@duke-energy.com

SOURCING SPECIALIST:
Brittany Pahmeier
Senior Sourcing Specialist
Email: Brittany.Pahmeier@duke-energy.com

PURCHASE ORDER NUMBER:
[REDACTED]

PROJECT:
Front-End Design Engineering for Limestone Conversion Project

PAYMENT TERMS:
[REDACTED]

PRICING TERMS:
[REDACTED]

SCOPE OF WORK:
[REDACTED]

Proposal Exceptions:
[REDACTED]



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PURCHASE ORDER TOTAL: [REDACTED]

All work shall be scheduled/coordinated with Troy Wilhelm, Duke Energy Representative, or their designee.

T&M Rates shall be per Master Agreement [REDACTED] Rates were provided in [REDACTED]

The total cost of this work activity shall not exceed [REDACTED] without prior written approval from Duke Energy's Supply Chain Representative.

Seller shall coordinate with Duke Energy Project Team to develop a schedule for key project events and dates.

This Purchase Order shall not otherwise give Seller authorization or the right to disclose information in relation to the requirements set forth by the Purchase Order outside of Duke Energy and Seller organizations.

STATUS UPDATES:

Duke Energy may require updates, email, or phone conference, for this order on a line-by-line basis. These will be determined and requested by a member of the Project Team.

PAYMENT SCHEDULE:

TERMS AND CONDITIONS:

This purchase order is issued in accordance with the Terms and Conditions of Master Agreement [REDACTED]

ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS:

Seller shall adhere to Duke Energy's Environmental, Health, and Safety (EHS) Handbook as well as the Contractor Health and Safety Supplemental Requirements, as amended, restated, or supplemented from time to time. Seller can review Duke Energy's Environmental, Health and Safety (EHS) Handbook at <https://www.duke-energy.com/partner-with-us/suppliers/ehs-orientation-training>, which also includes Duke Energy's EHS Supplemental Requirements for FHO.

Seller shall adhere to all site rules, as amended, restated, or supplemented from time to time.

Any questions or concerns regarding the EHS requirements or site rules should be directed to the Duke Energy Contractor Interface, as identified herein.

POWERSAFE TRAINING REQUIREMENTS:

Regulated and Renewable Energy (RRE) has elected to adopt the Power Safe Training Requirements. Power Safe is a standard platform for delivery of utility workforce general health and safety orientation and owner provided training through use of training modules. Power Safe is delivered and administered by the Alliance Safety Council; a non-profit organization dedicated to improving safety in the workplace. Power Safe modules replace the standard orientations and training previously conducted on site. However, site specific orientation and LOTO Protected Worksheet Training will be administered upon arrival.

Please note that effective January 1, 2017, the cost of the Power Safe Modules and employees' time and expenses are to be included within the "cost" of the work.

USE OF THE DUKE ENERGY NAME AND LOGO:

Seller is not permitted to use Duke Energy's name and/or logo in press releases, media statements, or other means of communications such as but not limited to any literature, marketing material, and brochures or in sales presentations, otherwise leveraging the Duke Energy brand for its benefit.

SALES & USE TAX:

Seller may be responsible for any sales and use tax associated with any consumables, rental equipment, material incorporated into real property or any other item that is purchased in support of this work activity. Seller is encouraged to consult with a Tax Specialist as tax laws and codes vary from jurisdiction to jurisdiction. Sales & Use Tax owed by Seller, if any, is to be treated as a pass-through cost without any mark-up for overhead or profit.

It should be noted that Duke Energy is authorized to make direct payment to the applicable States Departments of Revenue for Sales & Use Tax for most of property or services being purchased for us the rendition of a public utility service. Additionally, most states provide Duke Energy with a sale tax exemption on the purchase of material and equipment used in the direct production of electricity or in support of pollution control equipment. So, if Seller is procuring any material or equipment that will be used in the direct production of electricity or in support of pollution control equipment, please furnish a list of items being procured to the Sourcing Specialist. The Sourcing Specialist shall consult with Duke Energy's Tax Group in formulating the Sales & Use Tax Strategy for this work activity. A copy of Duke Energy's direct pay permit or sales tax exemption certificate shall be furnished as needed.

INVOICING:

Invoices must reference this Maximo Purchase Order Number [REDACTED] Failure to do so may impact invoice processing.

All original invoices and supporting documentation shall be issued to Duke Energy Kentucky, LLC via the Ariba Network either directly



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through your Ariba Network Account or through the interactive email you received from Ariba.

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For the rare instances of a Supplier who either can't submit through the Ariba Network or hasn't yet signed up for their Ariba account, the following method is appropriate on a temporary basis:

*Electronically as a single invoice portable document file (PDF or TIF) no larger than 25mb to SupplierServices@Duke-Energy.com
Suppliers that have not yet signed up for their Ariba account, please reach out to AribaSupplierEnable@duke-energy.com to start the process.

All Supplier questions or invoice follow up should be sent to APQuestions@duke-energy.com.

All final invoices for this Purchase Order MUST be marked FINAL INVOICE and include a Lien Waiver form, referenced herein under Exhibit H, signed by Seller and all Sellers subcontractors. All invoices shall be submitted to Duke Energy no later than 60 days after equipment or material has been received or work has been completed.

Payment shall be issued by Duke Energy Net [REDACTED] from receipt of Seller's invoice or early payments are acceptable through the dynamic discounting option on the Ariba Network. However, such payment shall not be construed as acceptance of the material delivered or work completed.

LOCAL AND DIVERSE SUPPLIER OPPORTUNITIES:

Duke Energy recognizes that a strong, local and diverse supplier community is essential to economic vitality and proactively seeks opportunities to conduct business with competitive, local, and diverse suppliers. We also expect our business partners to utilize and develop local and diverse suppliers while performing work on our behalf. Therefore, Duke Energy encourages Seller to provide an opportunity when competitively possible to qualified local and certified Minority-Owned, Women-Owned, HUBZone, Veteran-Owned, Service-Disabled Veteran-Owned; Lesbian, Gay, Bisexual or Transgender ("LGBT") - Owned; or Disabled-Owned businesses.

Should a local or diverse business be utilized as a subcontractor to complete the Scope of Work identified herein, Seller is to report the associated spending level to Duke Energy's Tier II Reporting Tool, which is located within the Power Advocate Tool, on a quarterly basis. Please contact your Brittany Pahmeier regarding this if more information is needed.

NON-SOLICITATION OF EMPLOYEES:

During the Term of this purchase order, Seller must not at any time while on any Duke Energy Station site or other Duke Energy premises directly solicit any employee of Duke Energy and/or any employee of any other contractor or subcontractor for the purposes of the employment, work for hire or other engagement of services of such employee by Seller or any of its contractors or subcontractors. Nothing in this paragraph, however, will prohibit or prevent Seller and or any of its contractors and subcontractors from actually employing, hiring or otherwise engaging the services of any employee of Duke Energy or its other contractors or subcontractors provided that (i) any direct solicitation by Seller if any, took place at a time and location other than when either party was physically located on a Duke Energy premises; or (ii) such employee responded to an advertisement or other public solicitation for the employment position and initiated the contact/conversations of such employment with Seller.

ACKNOWLEDGEMENT:

Please sign and return a complete copy of this agreement. Seller's acknowledgement of this Purchase Order is conditioned upon the acceptance of the Purchase Order as issued by Duke Energy. No additional references, assertions, or attachments, made in or accompanying the Supplier's acknowledgement of this Purchase Order, shall be agreed to or binding unless incorporated into a Purchase order revision issued by Duke Energy. Any Terms and Conditions attached to approved change orders shall be null and void if they are not the agreed-upon Terms and Conditions included in this Purchase Order.

Please sign and return a copy of this Purchase Order indicating that you have received the Purchase Order, that pricing, terms and delivery dates are accurate and that you accept the terms of the Purchase Order.

Executing the work without providing a signed acknowledgement shall be deemed to be acceptance of this Purchase Order in its entirety.

[REDACTED SIGNATURE]

Print Name & Title

8/20/24

Date Signed



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This acknowledgement may be returned to the Sourcing Representative via:

* E-mail to brittany.pahmeier@duke-energy.com or by

* U. S. Postal Service to:
 Duke Energy Corporation
 Attention: Brittany Pahmeier
 Edwardsport IGCC Generating Station
 15424 E State Road 358
 Edwardsport, IN 47528

Line#	Item #	Catalog #	Required Date	Contract Ref #	Qty	Units	Unit Cost	Line Cost	Vendor Date	Quote
Line 2			09/01/2024		[REDACTED]	DO	\$1.00	[REDACTED]		

Mfr:

Mfr Model #:

Mfr Part #:

SDS Req'd (Y/N):

Consignment : N

Item Description: AECOM - Revise FEED PO# [REDACTED]

Scope Addition:

Total PO Cost: [REDACTED]



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PKG SPEC

PURCHASE ORDER NUMBER, ID NUMBER, LINE ITEM NUMBER, STOCK CODE AND PART(S) NUMBER (AS APPLICABLE) MUST BE SHOWN ON ALL PACKING LISTS, BOXES, CARTONS, REELS, PART(S) TAGS, AND INVOICES. WHEN APPLICABLE, MATERIAL CERTIFICATION PAPERS ARE TO BE FURNISHED WITH THIS PURCHASE ORDER AND ALL SUBSEQUENT RELEASES.

ROUTINGINSTRUCTIONS

Routing Instructions (Updated 04-18-2024)

Routing instructions are an integral part of this Purchase Order. Failure to comply with these instructions in any manner without prior approval of Duke Energy Logistics Group will be construed as a direct violation of this contract. In the event routing instructions cannot or should not be executed as instructed in this Purchase Order, Vendor is instructed to contact the buyer or Duke Energy Logistics Group at (800) 279-8729 or SCLogistics@Duke-Energy.com for revised routing instruction. Failure to comply with these instructions will result in freight charges being for the Vendor's account.

In the event this Purchase Order is generated from an existing contract between Duke Energy, or a subsidiary thereof, and the Vendor, all shipping terms and conditions established by the contract will apply.

In the event the material is to be shipped as Freight Origin Collect (OC), the Vendor must ship per the following guidelines:

Parcel: Shipments routed via FedEx or U.P.S. are not to exceed 150 lbs. and parcel allowable measurement for this total shipment. Weights and measurements exceeding these limits are to be referred to the Duke Energy Logistics Group for revised shipping instructions. Use of multiple bills/shipments to circumvent these weight limits are not acceptable, and if so used, all freight charges will be for the Vendor's account. Note that each shipping location does have a unique account number. Please use the Duke Energy account number printed on the purchasing document for the above shipping location for routing. If an account number does not exist please contact the Duke Energy Logistics Group at (800) 279-8729 or SCLogistics@Duke-Energy.com.

Vendor acknowledges and agrees that it will indemnify Duke Energy for costs to the extent directly caused by the negligent or willful misuse by Vendor, any of its employees, subcontractors, or agents, of Duke Energy's freight account number(s)/information.

Less-Than-Truckload (LTL): Shipments routed LTL are to be between 150 lbs. - 10,000 lbs., not to exceed 10 linear feet, and material not to be greater than \$75,000 in total value. Vendor must utilize Duke Energy's online freight route guide at DukeEnergyFreight.com to enter a shipping request.

* Pipe that is not crated or palletized cannot be shipped LTL, regardless of dimensions. Please contact the Duke Energy Logistics Group at (800) 279-8729 or SCLogistics@Duke-Energy.com for logistics service.

Truckload, Expedited, and Other: For all orders greater than 10,000 lbs., exceeding 10 linear feet, exceeding \$100,000 in total value, or requiring expedited shipping, air freight, truckload, or special transportation equipment, vendor must contact the Duke Energy Logistics Group at (800) 279-8729 or SCLogistics@Duke-Energy.com. Vendor must call 24 hours prior to shipment date or immediately upon notification of expedited or air shipments.

For non-emergent shipments, Vendor must notify Duke Energy twenty-four (24) hours prior to pick-up request date.

If Vendor requests a Duke Energy shipment and the material is not ready upon the arrival of the truck causing a Truck Ordered and Not Used (TONU) charge, these charges will be passed to the Vendor through a credit memo to the associated Purchase Order. If the Vendor cancels a scheduled shipment more than twelve (12) hours prior to the scheduled pick-up request, the TONU charge will not apply.

If Vendor causes detention charges due to Vendor negligence, the detention charges will be passed to the Vendor through a credit memo to the associated Purchase Order.

In the event routing instructions cannot be executed, contact the Duke Energy Logistics Group at (800) 279-8729 or SCLogistics@Duke-Energy.com.

Guidelines for Wood Packing Materials. U.S., Canada and Mexico are strictly enforcing "International Standards for Phyto-sanitary Measures Publication No. 15(ISPM 15)". Wood packing for all shipments that require customs clearance, including skids, crates and pipe dunnage must be treated to the ISPM 15 standard and is required to bear the unique certification stamp. Seller will be responsible to insure all goods shipped meet ISPM standards.

Vendor Managed Freight. In the event the material is being shipped under Vendor's management (i.e. Master Contract, or freight terms sanctioning vendor to manage), the Vendor should defer to the Terms and Conditions and/or buyer for the appropriate routing guidance. All Drivers should report directly to warehouse personnel upon arrival at a Duke Energy facility to check-in and receive holding instructions. All Drivers are responsible to execute a full pre-trip inspection prior to leaving the dock. This inspection must include the verification of materials, equipment, and personnel being safely removed from the trailer.

Updated 04-18-2024

BUYER DEFINED

THIS PURCHASE ORDER IS ISSUED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF MASTER AGREEMENT [REDACTED]

**** End Of The Document ****