

March 2025 for Duke Energy
Standard Agreement with Federal Funds
Work by Utility

**INDIANA DEPARTMENT OF TRANSPORTATION
HIGHWAY UTILITY AGREEMENT**

Agreement Amount: 33,422.53 Des No: 2200583
Agreement Type: Standard Project No: WO 60251550
Road: SR 26 County: Howard

This Agreement made and entered into this 1st day of July, 20 26, by and between (include full name and entity address)

Duke Energy Indiana, LLC

1000 East Main Street

Plainfield, IN 46168

(hereinafter referred to as “the Utility”) and the State of Indiana, through the INDIANA DEPARTMENT OF TRANSPORTATION, (hereinafter referred to as “INDOT” or “State”), together referred to as “the Parties”.

WITNESSETH:

WHEREAS, INDOT desires to replace bridge over M Fork Little Wildcat Creek along SR 26 as referenced by the Des No. and Project No. given above (herein referred to as “the Project”); and

WHEREAS, due to the Project, certain abandoning, altering, deactivating, installing, maintaining, modifying, moving, removing and/or supporting of the existing facilities of the Utility will have to be made as shown on the attached plan marked Exhibit “A” (“the Work”); and

WHEREAS, the Utility is willing to perform the Work subject to the terms and conditions hereinafter contained in this Agreement; and

WHEREAS, INDOT may seek construction funds for the Project from the Federal Highway Administration, and to the extent not payable from those funds, INDOT is willing to reimburse the Utility for its actual costs incurred in performing the Work; and

WHEREAS, if INDOT seeks such construction funds, the Utility is willing to cooperate with INDOT in obtaining those funds, provided it does not assume an obligation it does not otherwise have to comply with except by virtue of entering into this Agreement with INDOT; and

WHEREAS, the parties understand that INDOT is the recipient of federal funds and the parties agree to comply with 23 CFR 645, which is hereby incorporated by reference.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained in this Agreement, the Parties hereby agree to and with each other as follows:

SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall: remove the existing OH line crossing M Fork Wildcat Creek and relocate the OH line to the south near the edge of proposed ROW.

The Utility shall perform the Work, and INDOT shall reimburse the Utility for its actual cost in performing the Work.

The Utility shall perform the Work in the following manner:

- (1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours; and/or
- (2) By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for the Work is set forth in the attached Exhibit “B”.

SECTION 2 – WORK COMMENCEMENT

The Utility shall not start the Work until INDOT has sent by mail to the Utility both (a) written authorization to proceed with the Work, and (b) written notice that INDOT has acquired all public road right-of-way which is applicable to the Work.

SECTION 3 – SUBORDINATION OF RIGHTS

The existing facilities of the Utility are not located on public road right-of-way. If the existing facilities are not located on public road right-of-way, upon completion of the Work, the Utility shall subordinate its rights to those of INDOT which are located in the public road right-of-way area so long as INDOT agrees to reimburse the Utility if any of the Utility facilities located in the area which has been subordinated by the Utility need to be relocated again in the future at the request of INDOT or on behalf of INDOT, for a highway improvement project. In the event the law changes in Indiana (similar to IC 36-9-27-48 involving the authority of county drainage boards) whereby INDOT may require a public utility with a prior and superior right to a relocation area, to relocate its facilities at the expense of the public utility, then INDOT shall not be required to reimburse the Utility for any such future relocation.

SECTION 4 – MATERIAL ALTERATIONS CHANGES AND UNFORSEEN CIRCUMSTANCES

The Utility shall perform the Work in accordance with the plans, specifications, and estimates shown in Exhibits “A” and “B” and “C”, which are herein attached and incorporated by reference. No work shall be performed by the Utility beyond the scope contemplated by Exhibits “A” “B” and “C” without prior written authorization by the INDOT project manager for the Project.

In the event there are changes in the scope of the Work, extra work, a major change in the Work, or at such time that the Utility knows or reasonably could know that the actual cost of the Work will exceed the preliminary estimate in Exhibit "B" by more than 10%, the Utility shall notify INDOT as soon as practical upon discovery.

SECTION 5 – PAYMENTS

All payments shall be made in arrears and may be made by INDOT via electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained by the Utility from the Auditor of State.

INDOT shall reimburse the Utility for any item of work or expense outside the scope of the Work, if performed at the written direction of the INDOT project manager for the Project. INDOT shall reimburse the Utility for the actual cost of the Work completed upon presentation of an invoice.

The Utility may submit one invoice per calendar month for the Work. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B".

Within forty-five (45) days after receipt of such invoice, INDOT will reimburse the Utility for its actual cost. If INDOT does not agree with the amount invoiced by the Utility, INDOT will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility's address as shown on page 1 of this Agreement, or such subsequent address that the Utility may give to INDOT's authorized representative.

Making a partial payment shall not abrogate INDOT's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final contract invoice and the resolution of any audit performed according to Section 7 of this Agreement.

SECTION 6 – FINAL BILL

The Utility shall present its final invoice accompanied by an itemized cumulative invoice within six (6) months of completion of the Work. All documents required to substantiate any claims for payment shall be submitted with this final invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may reasonably be deemed necessary by INDOT to support such invoice.

SECTION 7 – RECORDS

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the Work shall be kept in such manner that they may be readily audited and the actual cost determined, and such accounts shall be available for audit by auditors of INDOT, for a period of not less than three (3) years from the date final payment has been received by the Utility.

In the event of a dispute with regard to the actual cost or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Work, INDOT's Division of Accounting and Control may audit the Utility's records to determine the actual cost of the Work. Such audit shall be in accordance with generally accepted auditing standards.

Final payment shall be in accordance with INDOT's resolution of the final audit. If additional money is due to the Utility, INDOT shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by INDOT's Division of Accounting and Control. If the audit resolution shows that the Utility has been overpaid, INDOT shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay INDOT for any undisputed bill within forty-five (45) days after receipt of such bill, and shall not be precluded from seeking from INDOT, any amount of the actual cost which INDOT does not pay the Utility.

SECTION 8 – BINDING UPON SUCCESSORS OR ASSIGNS

This Agreement shall be binding upon the parties and their successors and assigns.

SECTION 9 – GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless INDOT and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereinafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided however, that where INDOT or the State has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either INDOT or the State.

SECTION 10 – COMPLIANCE WITH LAWS; APPLICABLE LAW

The Utility agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances but does not have an obligation to comply with any law, rule, regulation, and ordinance it would not otherwise have to comply with except by virtue of entering into this Agreement with INDOT. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

SECTION 11 – DRUG-FREE WORKPLACE CERTIFICATION

The Utility hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace in accordance with applicable laws but only to the extent such laws are not made applicable to the Utility by virtue of entering into this Agreement with INDOT.

SECTION 12 – NON-DISCRIMINATION

A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the Utility covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The Utility certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in

the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Utility or any subcontractor.

- B. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

- C. During the performance of this Agreement, the Utility, for itself, its assignees, and successors in interest (hereinafter referred to as the "Utility") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The Utility shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Utility, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Utility shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Utility for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Utility of the Utility's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
4. Information and Reports: The Utility shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Utility is in the

exclusive possession of another who fails or refuses to furnish this information, the Utility shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Utility's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the Utility under the Agreement until the Utility complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: The Utility shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Utility shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Utility becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Utility may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the Utility may request the United States of America to enter into such litigation to protect the interests of the United States of America.

SECTION 13 – NON-COLLUSION

The undersigned attests, subject to the penalties for perjury, that he/she is the authorized representative of the Utility, that he/she has not, nor to the best of his/her personal knowledge, has any other member, employee, representative, agent or officer of the Utility directly or indirectly entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

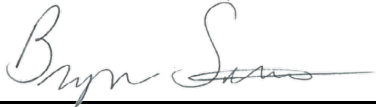
SECTION 14 – BUILD AMERICA, BUY AMERICA ACT

The Utility's proposed Materials List for the Work is attached hereto and incorporated herein as Exhibit D. INDOT has certified that the Utility's Materials List is compliant with the Build America Buy America Act pursuant to the requirements of 23 CFR 635.410 and Infrastructure Investment and Jobs Act (IIJA, Public Law 117-58, Title IX-Build America, Buy America, div. G §§ 70901-52) on November 15, 2021, and Federal Memorandum M-22-11.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized representatives.

THE UTILITY:

DUKE ENERGY INDIANA, LLC

By: 

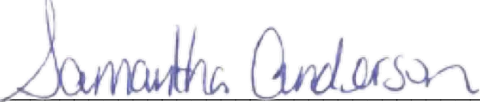
Date: 3/2/2026

Name: Brynn Streeter

Title: Lead Engineering Technologist

THE STATE OF INDIANA:

By the Indiana Department of Transportation

By: 

Date: 07/01/2026

Samantha Anderson

Statewide Director of Utilities and Railroad

Capital Program Management

For: Lyndsay Quist, Commissioner

APPROVED AS TO FORM AND LEGALITY:

Theodore E. Rokita,
Attorney General of Indiana

Date Approved



Date: **February 25, 2026**

Subject:

Utility Relocation Work Plan for:	Duke Energy
Facility Type:	Electric Distribution

Section 1: General Information

A. INDOT Project Information

1.	Des Number:	2200583
2.	Route Number:	SR 26
3.	Location:	Bridge OVER M Fork Little Wildcat Creek
4.	Work Type:	Bridge Replacement
5.	Letting Date:	2/10/2025
6.	Date Work Plan Needed:	7/8/2026
7.	Target Date for Utility to be out of conflict with INDOT Project:	3/16/2026

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Thomas Schmidt
2.	Office telephone:	317.804.3942
3.	Mobile telephone:	317.597.0275
4.	Email address:	Thomas.L.Schmidt@Leidos.com
5.	Agency name:	Duke Energy Indiana / Leidos
6.	Address:	571 Monon Blvd, Suite 200, Office 130/126
7.	City, State, Zip Code:	Carmel, IN 46032
8.	Construction Emergency Contact:	
	Name:	Thomas Schmidt
	Number:	317.804.3942

**** For Outage and Damage Issues please contact 1-800-521-2232 ****

- C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item “(C)” fulfills the requirement to complete the rest of this form and affirms their contact information above is correct



D. INDOT Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Aaron Day
2.	Office Telephone:	765.210.7409
3.	Mobile Telephone:	
4.	Email Address:	aday@structurepoint.com
5.	Agency Name:	American Structure Point
6.	Address:	9025 River Road
7.	City, State, Zip Code:	Indianapolis, IN 46240

Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

Duke Energy has Active 7.2 kV 1ph OH line along the south side of SR 26 throughout the project area.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

B. Describe the location of existing active and inactive facilities.

Duke Energy has Active 7.2 kV 1ph OH line along the south side of SR 26 throughout the project area.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

C. Describe what will be done with existing active and inactive facilities.

Duke Distribution will be removing the poles and 7.2kV OH line between STA 13+00 and STA 18+50.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

PLEASE REFER TO THE OSHA WEBSITE FOR ALL CLEARANCE REQUIREMENTS BASED ON THE VOLTAGE OF OUR LINES LISTED ABOVE.

http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=19

WARNING: ANY ORANGE OR YELLOW COVER-UP THAT DUKE ENERGY WOULD PLACE ON THE DISTRIBUTION LINE WOULD BE FOR VISUAL IDENTIFICATION ONLY AND WILL NOT PROTECT AGAINST THE TRAVEL OF ELECTRICITY, THEREFORE ALL WIRES WOULD BE CONSIDERED BARE, UNINSULATED, AND ENERGIZED AT ALL TIMES.

IF THE CONTRACTOR WOULD LIKE VISUAL COVER INSTALLED ON THE DISTRIBUTION WIRES, THEY WILL NEED TO CONTACT THE DUKE ENERGY CALL CENTER FOR SCHEDULING AT 1.800.521.2232, MONDAY THROUGH FRIDAY FROM 7A TO 7P OR ON SATURDAY FROM 8A TO 1P.

D. Describe the details of the proposed new facilities.

Duke Distribution will be installing a new pole on the south side of SR 26 at approx. STA 13+20, where the new 7.2kV 1ph OH line will be installed following the edge of the proposed ROW. The new proposed line will meet back up with the existing on a new pole installed at approx. STA 18+50.

Please see Exhibit A for further details.



- E. Describe the proposed location of the new facilities.

Duke Distribution will be installing a new pole on the south side of SR 26 at approx. STA 13+20, where the new 7.2kV 1ph OH line will be installed following the edge of the proposed ROW. The new proposed line will meet back up with the existing on a new pole installed at approx. STA 18+50.

Please see Exhibit A for further details.

- F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <Date>

Signature of Utility Representative

Print Name

Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

- (A) **Duke Energy must have acquired all ROW, RR, State or Federal permits before relocation construction begins.**
 (B) **Duke Energy must have acquired all private "possessory rights" needed for the approved relocation plan before relocation construction begins.**
 (C) **Duke Energy will not be acquiring easements for the said project.**

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Duke Energy Indiana is not willing to have a INDOT's contractor perform the required relocation.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	60 Days
B.	The expected lead time in calendar days to obtain materials:	60 Days
C.	The expected lead time in calendar days to schedule work crews (Scheduling is not included within the Pre-Construction Activity timeline below):	60 Days (Minimum)
D.	If the contractor is being selected by competitive bid what is the date of selection?	Not Applicable
E.	The expected lead time in calendar days to obtain new property interests:	INDOT to obtain all ROW
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	Material Reservation Contingent on Work Plan Approval. Scheduling Contingent on Notice to Proceed
G.	The total number of calendar days for pre-construction activities (accounting for concurrent activities) and not including Scheduling of Construction crews:	60 Days



Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

- A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

The removal of Duke Energy's pole(s) is dependent upon the removal of attachers to our poles. The attachers must remove their facilities before the existing poles can be removed. The existing attachers to our poles on this project are:

- (1) TELE, with a description of the required work:
Consult ATT for description of work.**
- (2) CATV, with a description of the required work:
Consult Comcast for description of work.**
- (3) FIBER(S), with a description of the required work:
No Fiber Attachers Shown**

If the existing attacher is transferring their facilities to our new poles, the existing attacher's construction schedule may begin only after Duke Energy's relocation construction is completed. Duke Energy has no control over the start date or finish date for attachers vacating our existing poles.

- B. A statement whether the facility relocation is or is not dependent on work to be done by the INDOT or the INDOT'S contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

Work item A

INDOT will give written notice to Duke Energy that all "possessory rights" have been acquired for the entire length of the approved work plan area before relocation construction begins.

Work item B

INDOT will work closely with Duke Energy to safely clear all trees, shrubs and structures (from sky to ground) at INDOT's cost, for the entire length of the approved relocation plan area, including areas sufficiently beyond the construction limits and any overhanging vegetation at the right of way limits to accommodate the approved relocation work plan before relocation construction begins

Work item C

INDOT will notify Duke Energy after staking (A or B):

A. INDOT ROW limits every 100 ft with station identification before relocation construction begins. DUKE ENERGY DISTRIBUTION WILL REQUIRE THE ROW TO BE STAKE ALONG THE SOUTH SIDE OF SR 26, BETWEEN STA 12+00 & STA 20+00.

~~B. Station and offset identification provided by Duke Energy for each Duke Energy facility before location construction begins.~~

Work item D

**~~INDOT will provide signed copies of all reimbursement agreements before
Relocation construction begins~~**

Work item E

INDOT will provide Duke Energy a "Signed" work plan on or before as the ready for contracts date.



Work item F

INDOT will provide Duke Energy a “Letter to Proceed” on or before the ready for contracts date but no event later than the required pre-construction lead time prescribed in Sections 5 F & G.

In the event that Duke Energy Indiana decides to hold, protect or guard its installed facilities before, after or during relocation construction, for the safe installation of another facility or utility, Duke Energy Indiana will notify the INDOT immediately. Because time is of the essence, the INDOT and Duke Energy Indiana agree to work together to minimize costs and delays for all parties involved, and Duke Energy Indiana agrees to not proceed until an agreement is reached with the INDOT regarding reimbursement of Duke Energy Indiana's costs for holding protecting or guarding its facilities.

- C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:

Absent an agreement expediting the work between the INDOT and Duke Energy Indiana, the earliest date when Duke Energy Indiana could begin construction.

- 1.) If the INDOT ROW staking and clearing is contained in the INDOT’s construction contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from INDOT both a “Notice to Proceed” (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If the INDOT ROW staking and clearing is let as a separate contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from INDOT both a “Notice to Proceed” (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If at any time within 120 days from the most current published letting date, the INDOT changes the letting date by more than fourteen (14) days, Duke Energy Indiana reserves the right upon written notice sent by mail to the INDOT, to provide to the INDOT a revised work plan within 60 days from the date Duke Energy Indiana is notified of the change.

- D. The number of calendar days to complete the relocation work:

30 Days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work. [IAC 13-3-3(c) (6)].

See Exhibit A

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage, which is not reimbursable. [IAC 13-3-3(d)]

An Estimate will be provided for Reimbursable Projects only per IAC Rule.

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

Not Applicable



Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT:	☒	☐
A relocation permit from INDOT:	☒	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

Bradley Amburgey
Signature of Utility Representative

February 25, 2026
Date

BRADLEY AMBURGEY
Utility Representative Name Printed



Utility Coordinator /INDOT use only below this point ----- Utility Coordinator/INDOT use only below this point

Section 11: The Utility Coordinator shall review the work plan to ensure that it: [IAC 13-3-3(e)]

(This section is to be used by the assigned Utility Coordinator)

Description	Yes	N/A	Utility Coordinator Initials
is compatible with department permit requirements	☒	☐	
(is compatible with the project plans	☒	☐	
is compatible with the construction schedule	☒	☐	
is compatible with other utility relocation work plans	☒	☐	
has reasonable relocation scheme	☒	☐	
has a reasonable cost for compensable work	☒	☐	

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

☒ For State projects, the Utility Coordinator has verified that the INDOT Utility Oversight completed the UMS work plan approval process on 4/9/2025.

Patrick Booth

State/INDOT Project -Utility Coordinator Signature

04/24/2026

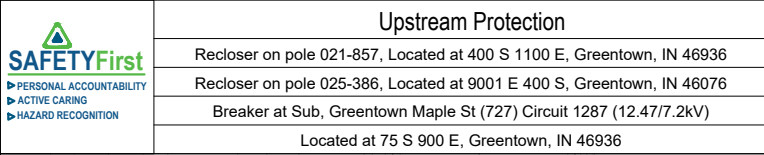
Date

State/INDOT Project Utility Coordinator Name Printed

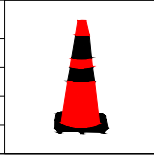
INDOT Project – ERC Signature

Date

INDOT Project – ERC Name Printed)

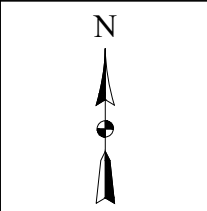
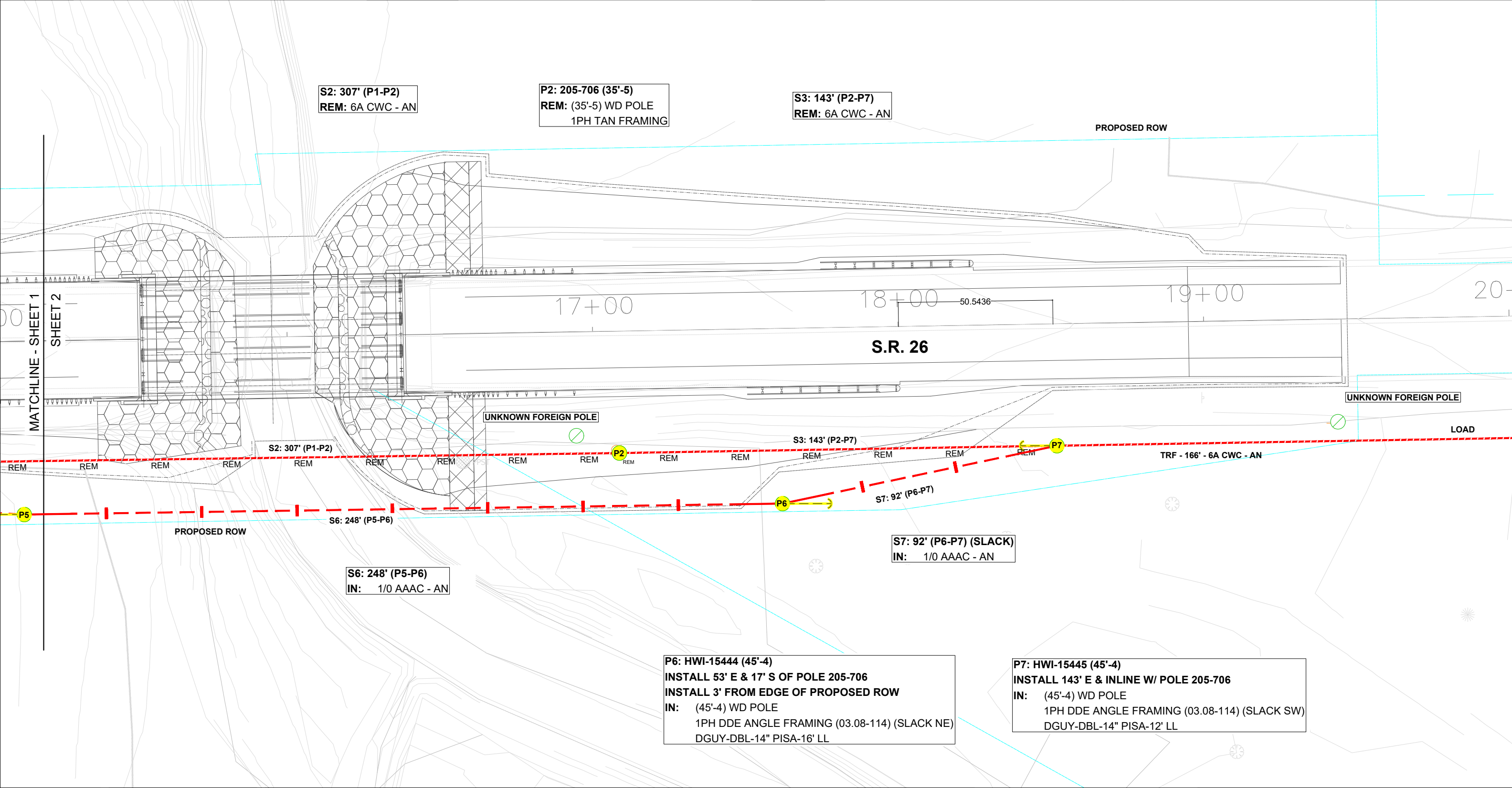


Safety Reminders / Adverse Conditions	
Remember "Your Circle of Safety"	
P4, P5, & P6 ARE NOT TRUCK ACCESSIBLE	



REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes	
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION	
TRAFFIC FLAGGING REQUIRED	

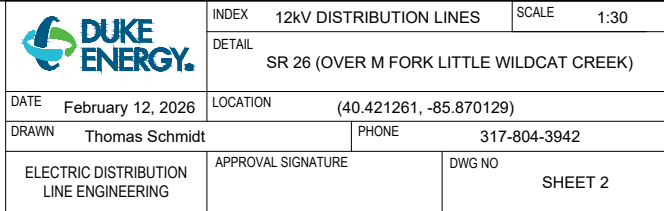


General Information	
Des No.	2200583
Bridge Replacement	
13621 E 400 S	
City of Greentown	
Howard County	
Union Township	

Work Order Information		
<u>Distribution</u>		
Emax #	Project Code	OU / Center
60251550	MX0251550	V422/S423
<u>Transmission</u>		
Emax #	Project Code	OU / Center

Circuit Information
<u>Distribution</u>
Greentown Maple St (727) 1287 (12.47/7.2kV)
<u>Transmission</u>

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
	Remove Foreign Pole		Proposed / Existing Fuse



SCALE 1:30

LOCATION	(40 421261 -85 870129)
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PHONE	317-804-3942
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APPROVAL SIGNATURE	DWG NO
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SHEET 2

CU Estimate Job Cost Summary

Sorted by: Site, Employee Name

Report Last Refreshed on:

02/12/2026 13:55

Estimate Request:	15802268	Design 60251550 - A for Work Request 602515501	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	60251550	WP (Redesign) INDOT DES 2200583 @ SR 26 (OVER M FORK LITTLE WILDCAT CREEK) BRIDGE		
Estimate Version:	7	Design 60251550 - A for Work Request 602515501	Estimate Type:	DESIGN
Estimated On:	02/12/2026	At: 01:48:41 PM	By:	MAXADMIN

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	123.17		123.17
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	123.17	0	123.17
Costs				
	Labor Cost:	13250.59	0	13250.59
	Services Cost:		6545.02	6545.02
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	13250.59	6545.02	19795.61
	New Material Cost:	4401.65	0	4401.65
	Less Salvage:	0		0
	Total Material Cost:	4401.65	0	4401.65
	Total Overheads:			9225.27
	Total Gross Cost:			33422.53
	Less Applied Contributions:			0
	Total Net Cost:			33422.53
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			33422.53

***Tax Cuts and Jobs Act Change in Law Relating to Contributions in Aid of Construction (CIAC)**

*Tax Gross-Up Payment for CIAC, currently estimated in the amount of **\$5,299.26** is subject to a dispute between the Utility and INDOT as further detailed in the Duke Energy Notice to INDOT dated 5/13/2019 a copy of which is attached hereto as Exhibit C (the "Notice"). Pending resolution of the dispute the Utility has removed the Tax Gross-Up Payment from this cost estimate; provided however, Duke Energy hereby reserves and does not waive its right to seek collection of the Tax Gross Up Payment if it determines that the Tax Gross Up Payment is applicable and constitutes an expense reimbursable by INDOT under this Agreement. Duke acknowledges that INDOT also reserves and does not waive its rights to continue to oppose and to dispute that the Tax Gross Up Payment is applicable and constitutes an expense reimbursable by INDOT under this Agreement.



May 13, 2019

Jennifer L. Jansen
Attorney
Director of Legal Services
Indiana Department of Transportation
100 North Senate Avenue - Room N730
Indianapolis, IN 46204

Michael Jett
Utility & Railroad Director
Indiana Department of Transportation
100 North Senate Avenue, N601-U&R
Indianapolis, IN 46204

Re: Notice of Dispute regarding reimbursement for Tax Gross Up Payment under Utility Relocation Agreements (the "Notice").

Dear: Ms. Jansen and Mr. Jett,

As you are aware, Duke Energy Indiana, LLC (Duke Energy) and the Indiana Department of Transportation (INDOT) have entered into or are currently negotiating certain agreements for the relocation by Duke Energy of various utility facilities (each a "Relocation Agreement") necessitated by certain INDOT highway projects (each a "Project").

Whereas Duke Energy has claimed and continues to maintain that certain Tax Gross Up Payments (as defined below) are applicable to the Projects and constitute reimbursable expenses under the Relocation Agreements.

Whereas, INDOT has disputed that the Tax Gross Up Payment is applicable to the Projects and or do not constitute reimbursable expenses which may be charged to INDOT and has declined to execute any Relocation Agreement that provides for reimbursement of the Tax Gross Up Payment.

Pursuant to the Tax Cut & Jobs Act ("TCJA") that was signed into law effective as of December 22, 2017, section 118 of the U.S. Internal Revenue Code was modified to exclude from non-taxable treatment any contribution in aid of construction or any other contribution as a potential customer, as well as any contribution by any governmental entity or civic group. Duke Energy and its tax counsel have reviewed the changes to the TCJA and have determined that, as a result of the TCJA the capital portion of any work performed by Duke Energy under the Relocation Agreements, will be subject to a tax gross up payment (the "Tax Gross Up Payment") and has proposed the inclusion of the Tax Gross Up payment as a reimbursable expense to be paid by INDOT under the Relocation Agreements.

In an effort to avoid further delay of the Projects and to provide the parties with additional time to evaluate the matter further, Duke Energy hereby agrees to temporarily suspend collection of the



Tax Gross Up Payment pending resolution of this dispute. Notwithstanding the foregoing, Duke Energy hereby reserves and does not waive its right to seek collection of the Tax Gross Up Payment if it determines that the Tax Gross Up Payment is applicable and constitutes an expense reimbursable by INDOT under a Relocation Agreement. Duke Energy understands and acknowledges that INDOT also reserves its legal rights, and that execution of Relocation Agreements while this dispute is ongoing does not constitute a waiver of any such rights.

This letter is intended to apply to all Relocation Agreements for the relocation of distribution or transmission facilities executed by INDOT and Duke Energy on or after December, 22, 2017, whether or not this Notice is referenced therein.

Sincerely,

A handwritten signature in black ink that reads "Barton L. Tharp".

Barton L. Tharp
Manager, Transmission Project Management

Acknowledged on this 13th day of May, 2019 by:

Indiana Department of Transportation

By: 5/13/19
Name: Michael B. Smith
Title: Director, Utilities and Railroad

[illegible]