

FILED
July 12, 2019
**INDIANA UTILITY
REGULATORY COMMISSION**

CONTRACT LETTER

THIS CONTRACT, XXXXXXXXXX (“Contract”) is made this [●] day of June, 2019 (“Effective Date”) between American Electric Power Service Corporation, as agent for Indiana Michigan Power Company, an Indiana corporation (“Owner”) and White Construction, LLC, an Indiana corporation (“Contractor”).

Subject to the terms and conditions hereof, Contractor hereby agrees to furnish all supervision, labor, equipment and specified materials necessary to perform all phases of the Work as set forth and defined in Owner's Scope of Work (defined below) at a 210-acre parcel, located along Bittersweet Road in Granger, Indiana, as more fully described in Contractor’s Proposal dated December 14, 2018.

Contractor and Owner agree that the Work will be performed in accordance with:

- 1. This Contract Letter.
- 2. Owner's Scope of Work Specification AEP-LC-2672 Revision 11 dated June 17, 2019, including the attached Appendices 1 through 13 and all referenced documents therein, all of which are collectively designated as Exhibit A to the Contract and attached hereto and made a part hereof (collectively referred to as “Owner's Scope of Work Specification AEP-LC-2672,” the “Scope of Work” or the “SOW”).
- 3. Contractor's Proposal dated December 14, 2018, designated as Exhibit B to the Contract and attached hereto and made a part hereof.

In the event of a conflict among any of the Contract documents, the conflict shall be resolved by interpreting the documents in the following order of priority:

- 1. This Contract Letter;
- 2. Exhibit A; then
- 3. Exhibit B;

PROVIDED THAT, the Parties agree that the “WC_AEP South Bend Solar Form D Commercial Exceptions_Deviations_Clarifications FINAL 051419” attached to and modifying Appendix 2 of the SOW shall govern in the event of any conflicts between it and any other terms or conditions in any of the Contract documents.

Pursuant to Section 5.2.1 of the SOW, Contractor shall achieve Substantial Completion of the Work on or before December 31, 2020 and complete all Work on or before April 1, 2021. Contractor’s achievement of Substantial Completion no later than December 31, 2020 is a material obligation under this Contract.

Commented [EA1]: The dates in the Milestone Payment Schedule are the projected completion dates, not the required completion dates.

Commented [S2R1]: Agreed, would it help to note that specifically with a footnote to that schedule.

In consideration of the performance of the Work by Contractor, Owner agrees to pay Contractor the fixed price, turnkey Contract Price of [REDACTED]

[REDACTED] Payments shall be made to Contractor in accordance with the Milestone Payment Schedule.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their respective officers thereunto duly authorized on the date set forth below to be effective as of the Effective Date.

AMERICAN ELECTRIC POWER SERVICE CORPORATION, as agent for
INDIANA MICHIGAN POWER COMPANY

By: _____
Nick Akins
Chairman, President, & CEO

Accepted this date: _____

WHITE CONSTRUCTION, LLC

By: _____

Full Name: _____

Title: _____

Accepted this date: _____