

## AMENDMENT TO OUTSIDE ELECTRICAL LINE CONSTRUCTION CONTRACT

This Amendment to the Outside Electrical Line Construction Contract (OELCC) between Chugach Electric Association, Inc. (“Chugach”) and all OELCC Contactors (the “Contractor”) (this “Amendment”) is dated and effective as of August 2, 2017.

### RECITALS

WHEREAS, Chugach and the Contractor are each a party to that certain Outside electrical Line Construction Contract between Chugach and the Contractor dated January 3, 2017 (the “Contract”).

WHEREAS, Paragraph 59 of the Contract grants to Chugach the right to unilaterally modify or amend the Contract Documents (as such term is defined in the Contract), which include the Contract.

WHEREAS, in the exercise of its rights to unilaterally amend the Contract, Chugach wishes to amend the Contract to address certain matters related to energized line front equipment that may arise in the context of the Contractor’s Work under the Contract.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Contract is hereby amended as follows:

1. Initially capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Contract.
2. Paragraph 23 of the Contract is hereby amended by adding the following new paragraphs at the end of Paragraph 23A:

Contractor personnel taking clearances and performing switching on the Chugach power system shall be certified by Chugach. Certification may be obtained by successful completion of the course, “Certification for Chugach Electric Clearance and Switching Procedures.” Successful completion includes attending the Chugach course and passing an examination. Clearances shall be issued and accepted only by the field crew foreman in charge of the project for which he is requesting the clearance. The Contractor’s general foreman or superintendents shall not hold clearances for crews under their supervision. No switching shall be performed on the Chugach power system without prior coordination with a designated Chugach project representative or site representative and the Power Control Center. The Contractor will not energize new or existing primary facilities in the absence of the Chugach site representative or a written order. **In addition, the Contractor shall not work on energized live front equipment without prior written authorization from Chugach.**

The Contractor's Foreman may hold multiple clearances for a specific work location if required; however, the Foreman cannot hold clearances for more than one job location.

3. Miscellaneous.

- a. *Ratification of Agreement.* All other terms and conditions of the Contract remain in full force and effect unless amended by the foregoing changes. In the event of a conflict or ambiguity between the Amendment and the Contract, this Amendment will control.
- b. *Governing Law.* This amendment is made subject to and shall be governed and construed in accordance with the laws of the State of Alaska and the authorities granted to the individual parties thereunder.
- c. *Entire Agreement.* This Amendment and the Contract constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior statements or agreements, whether oral or written, among the parties with respect to such subject matter.

***[Remainder of Page Intentionally Left Blank]***

IN WITNESS WHEREOF, Chugach has set its signature to this Amendment to Outside Electrical Line Construction Contract between Chugach and Contractor as of the date first written above.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: Shelly Schmitt

Name: Shelly Schmitt

Title: Snr. Mngr. Distribution Engineering