

AGREEMENT AMENDMENT NO. 3

BETWEEN

NATIONAL GRID USA SERVICE COMPANY, INC.

AND

OSMOSE UTILITIES SERVICES, INC.

FOR

**OVERHEAD LINE EMERGENCY RESTORATION SERVICES
Damage Assessment & Wires Down Services Agreement**

April 1, 2024

Please Note: This Document contains Confidential, sensitive information that is not to be reproduced or distributed outside of the project team leadership and executive reviewers of National Grid USA Service Company, Inc. and Osmose Utilities Services, Inc.

AGREEMENT AMENDMENT NO. 3

THIS AGREEMENT AMENDMENT NO. 3 made and entered into effective this 1st day of April in the year 2024, or on the date when signed by the party signing last in time, by and between **National Grid USA Service Company, Inc.**, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at 170 Data Drive, Waltham, Massachusetts 02451 (hereinafter individually the “Company”) (“Owner”), and **Osmose Utilities Services, Inc.** (herein referred to as “Contractor”), a Delaware corporation, having its office and principal place of business at 635 Highway 74 South, Peachtree City, GA 30269, and together with National Grid, the “**Parties**”, and each, a “**Party**”.

WITNESSETH:

WHEREAS, the parties agree to amend the terms and conditions of the Agreement (or “Contract” and associated SAP Contract) previously entered by the parties on April 10, 2017 and,

WHEREAS, the Contractor has provided Owner with services upon request in accordance with the Agreement and Owner has elected to accept conditions for those services effective as of the date of this Amendment No. 3.

NOW, THEREFORE, in consideration of the terms and conditions previously agreed to and additional considerations incorporated herein, the parties agree that the Agreement shall be amended as follows:

ARTICLE 2 - CONTRACT DOCUMENTS

- 2.1 This Agreement Amendment No. 3 adds FY25 rates to Schedule D, Price & Escalation Schedules.

ARTICLE 3 – TERM

- 3.1 This Agreement Amendment No. 3 is to remain valid through March 31st, 2025.

CHANGE ORDER PROVISIONS:

1. In the event any article, phrase, provision, portion or part of the Agreement or Amendment is deemed invalid, against public policy, void or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof and any other part or provision of the Agreement shall be otherwise fully enforceable.
2. In the absence of Contractor’s written acknowledgement of this Amendment Order No. 3, performance of any part of the work shall be deemed to constitute Contractor’s unqualified acceptance of all provisions of this Amendment No. 3.

- 3. Owner reserves the right to cancel this contract at any time and for any reason upon a 30-day written notification.
- 4. All other terms and conditions of the original agreement and all amendments thereto remain unchanged.

Osmose Utilities Services, Inc.

Signature

DocuSigned by:

Francesco Zimbardi

5118F4024CEE434...

Name Francesco Zimbardi

Title VP - Contracts & Project Management

Date July 1, 2024 | 1:56 PM BST

National Grid USA Service Company, Inc.

Signature

DocuSigned by:

Barbara Barnett

999FDF3F176042C...

Name Barbara Barrett

Title Category Manager

Date July 3, 2024 | 3:58 PM BST

SCHEDULE D

Price & Escalation Schedules

Labor and Equipment Price Schedule	
Resource	
Contractor Field Manager	
Damage Assessor	
Assistant Damage Assessor	
Patrol Vehicle	
Patrol SUV/Pickup	
Wires Down Resource	

Pricing Notes

Overtime (OT): Overtime Rate will apply for hours worked beyond 10 hours.

Double Time (DT): Double Time Rate will apply for hours worked on weekends and holidays.