

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between **Niagara Mohawk Power Company, d/b/a National Grid USA Service Company Inc.** (Owner), a **New York Corporation having offices at 300 Erie Blvd W, Syracuse, NY 13202**, and **Reconn Holdings, LLC** (Contractor), a **New York State Company**, having its principal place of business at **100 Marcus Blvd, Suite 3, Hauppauge, NY 11788**, for the Work identified as:

Pipeline and Gas Services Master Service Agreement (MSA) for support services in one or more of the following categories:

Vacuum Excavation Services for Electric Field Operations Projects, including Transport and Disposal of spoils

As more fully set forth in Schedule F1 & F2 hereto.

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all materials, equipment, apparatus tools, labor, Services, and facilities to perform all the Work in accordance with this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, as amended from time to time consistent with industry standards for the services specified and the intended use by the Company, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein, and are hereinafter referred to collectively and individually as the "Contract Documents" or the Agreement":

1. Agreement
2. Schedule A: 700 Form Services Terms and Conditions dated 2/18/2019
3. Schedule B: Supplemental Conditions - NA
4. Schedule C: NDA w CEII, CI, PII
5. Schedule D: Rate Cards
6. Schedule E: National Grid Background Check Requirements (NGSP 6 – A, B1, B2, C) dated 09/04/15
7. Schedule F1: MSA Specifications (SOW)
8. Schedule F2: Addendum
9. Schedule F3: Contractor Proposal
10. Schedule G1: National Grid Contractor Safety Requirements dated 3/12/2019
11. Schedule G2: National Grid EP6_AppB dated 5/10/2010
12. Schedule G3: FMCSA_Drug_Alcohol_Prevention_Plan
13. Schedule G4: PHMSA_Drug_Alcohol_Prevention_Plan
14. Schedule G5: Workplace testing programs - PART40_2012

15. Schedule H: Insurance Certificate
16. Schedule I: NERC CIP Requirements
17. Schedule J: Sustainability Policy dated 08/24/15
18. Schedule K: Contractor Code of Conduct
19. Schedule L1: Contractor Ethics Requirements
20. Schedule L2: Contractor Ethics Certification
21. Schedule M: Global Anti-Fraud & Bribery Policy
22. Schedule N: Ethics & Compliance Office Contact Sheet

ARTICLE 3 – DURATION OF AGREEMENT

This Agreement shall commence, or shall be deemed commenced, on **January 1, 2020** and unless lawfully terminated earlier shall continue in force until **December 31, 2023**. This Agreement may be extended at the sole discretion of the Company by a minimum period of one (1) year on up to three occasions, subject to a maximum total extension of three (3) years, by way of a written notice by the Company to the Contractor no later than fifteen (15) days prior to the initial two year Term, or fifteen (15) days prior to the expiration of each such extension. This Agreement shall be deemed to remain in force to the extent the Contractor continues to provide Project Services under any relevant Project Contract after the expiration of the Term of this Agreement.

ARTICLE 4 – DISTRIBUTION OF PROJECT SERVICES

The Company, at its sole discretion, will assign Project Services in accordance with the scope of services to the Contractor in the manner as stated in Schedule F1 – MSA Specifications (SOW) of this agreement, such work shall be performed by the Contractor in accordance with all terms and conditions of this agreement.

ARTICLE 5 – CONTRACTOR’S GENERAL OBLIGATIONS

- 5.1 Undertake Project Services, including any further services instructed by the Company in accordance with this Agreement, in accordance with the provisions of this Agreement where and to the extent instructed by the Company under the procedure in accordance with Article 4 – Distribution of Project Services.
- 5.2 Prepare for and attend quarterly performance review meetings with the appropriate Company’s representatives, for the purpose of measuring the Contractor’s performance in accordance with the key performance indicators contained in Schedule F1 of this Agreement. The Contractor shall ensure the meetings are attended by the executive sponsor, project manager(s), and sr. engineer(s), and others so requested at the sole discretion of the Company, the associated cost incurred by the Contractor to prepare and attend these meetings are not directly related to delivery of the Project Services, and shall not be considered reimbursable. In addition, the Contractor shall prepare for and attend any post-project service review meeting, as deemed necessary by the Company.

ARTICLE 6 – E-COMMERCE

When instructed by Company, Contractor will be required to obtain and maintain equipment, software and services necessary to transmit and receive documents electronically through Company's designated third party e-commerce provider ("E-Commerce Provider"). At Company's direction, Contractor will use the E-Commerce Provider to receive, confirm, revise and/or provide various communications and documents including, without limitation, purchase orders, invoices, receipts, delivery notices, credit memos and agreement releases. Company reserves the right to require any Contractor communication or document to be processed via the E-Commerce Provider. Contractor understands that Contractor communications or documents (including invoices) that are not properly processed via the E-Commerce Provider may be rejected (unpaid) by Company until properly processed. Contractor shall, at its own expense, maintain the equipment, software and services necessary to utilize the E-Commerce Provider's services. Further, Contractor agrees that it will be responsible for any potential fees imposed by the E-Commerce Provider for Contractor's use of the E-Commerce Provider's services. Company reserves the right to change its E-Commerce Provider at any time upon written notice.

ARTICLE 7 – PROJECT CONTRACT AND PAYMENTS

7.1 The Contractor agrees and acknowledges that it has not entered into this Agreement with the Company in reliance upon any statement, estimate or forecast of the volume, monetary amount or duration of the Project Services that may have been expressed or given in any communication from the Company. The Contractor agrees and acknowledges that it is appointed by the Company to provide the Project Services under this Agreement on the basis of a non-exclusive arrangement with no guarantee of any minimum award of Project Services and further that the Company may secure any services similar in nature to the Project Services from any other person or entity without the consent of or any liability whatsoever toward the Contractor. Accordingly, only such Project Services as may be instructed by the Company through a Project Contract in accordance with the procedure in Schedule F1 of this Agreement shall constitute a commitment by or an obligation on the Company. The Contractor shall not be entitled to recover any costs associated with any perceived reduction or shortfall in the Project Services compared to any statements estimates or forecasts provided by the Company.

7.2 Expense Reimbursement

NA

7.3 Invoice Submittal Process:

Your payment term start date is the date that an invoice is received at National Grid Accounts Payable email account (acctspayableadmini@nationalgrid.com) with a valid PO number, and NOT when your invoice is submitted elsewhere within National Grid. It is extremely important to send your invoices in a pdf form directly to the above mentioned email address, with the requestor on copy, after a service is complete or via the agreed upon inco terms for materials. This will ensure that the invoice date in our system coincides with your invoice date. Any invoice received by Accounts Payable that does not have a valid PO number cannot be processed and will be rejected.

7.4 Ariba Invoice Submittal Process:

If you are part of the Ariba Network all invoices should be sent electronically through the portal.

Your payment term start date is the Ariba Network invoice date.

ARTICLE 8 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

To Company:
National Grid USA Service Company Inc.
40 Sylvan Road
Waltham, MA 02451

To Contractor:
Reconn Holdings, LLC. 100 Marcus Blvd,
Suite 3, Hauppauge, NY 11788

Attention: Senior Buyer, Pipeline and Gas
Services, Global Procurement (Barbara Daly)

Attention: Vincent Marchese, VP of
Operations

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

Company:
National Grid USA Service Company Inc.

Contractor:
Reconn Holdings, LLC.

By (Signature): _____

By (Signature): _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____