

**AMENDMENT NO. 7**  
**CONTRACT NO. 455-21-1025C FOR**  
**PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**TRC ENVIRONMENTAL CORPORATION**

**THIS AMENDMENT NO. 7** to Contract No. 455-21-1025C (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Ave., Austin, Texas and TRC Environmental Corporation (“Contractor”), located at 505 East Huntland Drive, Suite 250, Austin, Texas 78752 (individually “Party”; collectively “Parties”).

**WHEREAS, SECTION 7.06.** of the Contract provides the Parties may amend the Contract through written agreement; and

**WHEREAS,** on January 21, 2022, the Parties executed **Amendment No. 1** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) to THREE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$310,177.00), as approved by the Executive Director on January 21, 2022.

**WHEREAS,** on July 15, 2022, the Parties executed **Amendment No. 2** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option one (1) of three (3) to continue the Contract through August 31, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from THREE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$310,177.00) to FOUR HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$410,177.00), as approved by the Executive Director on July 15, 2022.

**WHEREAS,** on October 31, 2022, the Parties executed **Amendment No. 3** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from FOUR HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$410,177.00) to SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$670,177.00), as approved by the Executive Director on October 31, 2022.

**WHEREAS,** on February 16, 2023, the Parties executed **Amendment No. 4** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$670,177.00) to SEVEN HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$785,177.00), as approved by the Executive Director on February 16, 2023.

**WHEREAS,** on July 28, 2023, the Parties executed **Amendment No. 5** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option two (2) of three (3) to continue the Contract through August 31, 2024, and to modify section to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SEVEN HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$785,177.00) to NINE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$947,677.00), as approved by the Commissioners on June 13, 2023.

**WHEREAS,** on October 6, 2023, the Parties executed **Amendment No. 6** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from NINE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$947,677.00) to ONE MILLION ONE HUNDRED NINETY-SEVEN

THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$1,197,677.00), as approved by the Commissioners on September 19, 2023.

**WHEREAS**, the Parties desire to further amend the Contract terms to their mutual benefit to reflect changed circumstances.

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

I. **SECTION 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective as of September 1, 2021, through August 31, 2025 (the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-21-1025 Part III and/or section **2.02 TERMINATION**”

II. **SECTION 3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, is deleted in its entirety and replaced with the following:

“**CONTRACT LIMIT, FEES AND EXPENSES.** The total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **ONE MILLION FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$1,497,677.00)**, the total of which includes the current NTE amount of **ONE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$1,197,677.00)** plus the addition of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**, as approved by the Commissioners on June 25, 2024.”

Except as expressly amended above, all provisions of the Contract, as amended, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No 7; then Amendment No 6; then Amendment No 5; then Amendment No 4; then Amendment No 3; then Amendment No. 2; then Amendment No. 1; and then Contract No. 455-21-1025C in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment No. 7 to the Contract to be effective as of the date of the last Party’s signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

**RAILROAD COMMISSION OF TEXAS**

DocuSigned by:  
*Theresa Lopez, Director of Operations*  
Theresa Lopez CTCD, CTCM  
Director of Operations  
Signing on behalf of Wei Wang  
Executive Director

Date of Execution: 8/1/2024

**TRC ENVIRONMENTAL CORPORATION**

DocuSigned by:  
*Mark A. Robbins*  
Mark A. Robbins  
President

Date of Execution: 8/1/2024

RRC use only below this line.  
Division Director: DS Date: 7/31/2024  
Chief Administrative Officer: CS Date: 8/1/2024

Director of Operations: tl<sup>DS</sup> Date: 7/31/2024  
Office of General Counsel: DS<sup>DS</sup> Date: 7/31/2024