

AMENDMENT NO. 3
CONTRACT NO. 455-23-1020C FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
KLEINFELDER, INC.

THIS AMENDMENT NO. 3 to Contract No. 455-23-1020C (“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 78701 and Kleinfelder, Inc. (“Vendor”), located at 12000 Aerospace Avenue, Suite 450, Houston, Texas 77034 (individually “Party”; collectively “Parties”).

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

WHEREAS, on August 1, 2025, the Parties executed **Amendment No. 1** 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, 2026, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00) to NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), as approved by the Commissioners on June 17, 2025.

WHEREAS, on November 7, 2025, the Parties executed **Amendment No. 2** 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 FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00) to ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$1,174,900.00), as approved by the Commissioners on October 28, 2025.

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 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 TWO HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$1,274,900.00)**, the total of which includes the current NTE amount of **ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$1,174,900.00)**, plus the addition of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)**, as approved by the Commissioners on December 16, 2025.”

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. 3; then Amendment No. 2; then Amendment No. 1; and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 3 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

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Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director
Date of Execution: 1/8/2026

KLEINFELDER, INC.

DocuSigned by:
William Welsek

67AD593C11D7494...

William P. Welsek
Vice President

Date of Execution: 1/8/2026

RRC use only below this line.

DocuSigned by:
DS

Division Director: DS

DocuSigned by:
CS

Chief Administrative Officer: CS

DocuSigned by:
TL

Director of Operations: TL

DocuSigned by:
AL

Office of General Counsel: AL

Date: 1/8/2026

Date: 1/8/2026

Date: 1/8/2026

Date: 1/8/2026