

AMENDMENT NO. 2
CONTRACT NO. 455-25-1016B FOR
PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
KLEINFELDER, INC.

THIS AMENDMENT NO. 2 to Contract No. 455-25-1016B (“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. (“Contractor”), 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 December 9, 2025, 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 FIVE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$562,800.00) to SEVEN HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$762,800.00), as approved by RRC Commissioners on November 18, 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 **EIGHT HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$887,800.00)**, the total of which includes the current NTE amount of **SEVEN HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$762,800.00)**, plus the addition of **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$125,000.00)**, as approved by the Commissioners on February 24, 2026.”

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. 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. 2 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

Danny Sorrells

5D99A45E434042B...
Danny Sorrells
Deputy Executive Director
Signing on behalf of Wei Wang
Executive Director
Date of Execution: 3/17/2026

KLEINFELDER, INC.

William Welsek

67AD553C11D145A...
William P. Welsek
Vice President
Date of Execution: 3/17/2026

RRC use only below this line.

Division Director:	<u>DS</u>	Date:	<u>3/16/2026</u>
Chief Administrative Officer:	<u>DS</u>	Date:	<u>3/14/2026</u>
Director of Operations:	<u>tl</u>	Date:	<u>3/12/2026</u>
Office of General Counsel:	<u>FL</u>	Date:	<u>3/12/2026</u>