

**AMENDMENT NO. 2**  
**CONTRACT NO. 455-23-1017A FOR**  
**STATEWIDE LAB TESTING SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**SAN ANTONIO TESTING LABORATORY, LLC**

**THIS AMENDMENT NO. 2** to Contract No. 455-23-1017A (“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 San Antonio Testing Laboratory, LLC (“Vendor”), located at 1610 S. Laredo Street, San Antonio, Texas 78207 (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 20, 2024, 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, 2025, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00) to ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00), as approved by the Commissioners on August 15, 2024.

**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 August 23, 2023, through August 31, 2026 (the initial term of the Contract plus the exercised optional renewal term two of three; collectively, “Contract Term”) unless terminated earlier as provided in RFP No. 455-23-1017 Part III and/or section **2.02 TERMINATION.**, set forth below in the original Contract.

This Contract may be extended only through written amendment to the Contract, fully executed prior to the expiration of the Contract Term in effect prior to execution of the applicable Amendment to the Contract.

RRC reserves the right to renew the Contract for one (1) additional, one-year renewal term remaining of the original three (3) one-year renewal terms as set forth below:

- Third Optional Renewal Term: September 1, 2026 – August 31, 2027”

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 HUNDRED NINETY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$195,000.00)**, the total of which includes the current NTE amount of **ONE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00)**, plus the addition of **SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00)**, as approved by the Commissioners on June 17, 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. 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**

DocuSigned by:

*Theresa Lopez, Director of Operations*

14B39531B36E43C

Theresa Lopez CTCD, CTCM  
Director of Operations  
Signing on behalf of Wei Wang  
Executive Director  
Date of Execution: 8/15/2025

**SAN ANTONIO TESTING LABORATORY, LLC**

Signed by:

*Xavier Escobar*

79C9FDAD4174476...

Xavier Escobar  
Business Unit Manager  
  
Date of Execution: 8/15/2025

RRC use only below the signature line.

DS

Division Director: \_\_\_\_\_

Date: 8/1/2025

DS

Chief Administrative Officer: \_\_\_\_\_

Date: 8/2/2025

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Director of Operations: \_\_\_\_\_

Date: 7/30/2025

DS

Office of General Counsel: \_\_\_\_\_

Date: 7/31/2025