RRC Contract: 455-23-1020M-01 RFQ No.: 455-23-1020 Statewide Site Remediation & Related Services

## AMENDMENT NO. 1 CONTRACT NO. 455-23-1020M FOR STATEWIDE SITE REMEDIATION AND RELATED SERVICES BETWEEN THE RAILROAD COMMISSION OF TEXAS AND TAS ENVIRONMENTAL SERVICES L.P.

**THIS AMENDMENT NO. 1** to Contract No. 455-23-1020M ("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 TAS Environmental Services L.P. ("Vendor"), located at 3929 E California Parkway, Fort Worth, Texas 76119 (individually "Party"; collectively "Parties").

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

**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. TERM.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

"This Contract is effective as of July 25, 2024, through August 31, 2026 (the initial term of the Contract plus the exercised optional renewal term one of three; collectively, "Contract Term") unless terminated earlier as provided in RFQ No. 455-23-1020 Part III and/or section **2.02 EARLY TERMINATION.**, set forth 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 two (2) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms as set forth below:

- Second Optional Renewal Term: September 1, 2026 August 31, 2027
- Third Optional Renewal Term: September 1, 2027 August 31, 2028"
- 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 THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$30,000.00), the total of which includes the current NTE amount of TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), plus the addition of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00), as approved by the Commissioners on June 10, 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. 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. 1 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.

RRC Contract: 455-23-1020M-01 RFP No.: 455-23-1020 Statewide Site Remediation and Related Services

Theresa Lopez, Director of Operations	TASOENVIRONMENTAL SERVICES L.P. Christian A. Bonilla
Theres # 18 9 5 2 CTCD, CTCM	Christian A. Bonilla
Director of Operations	Director of Safety Solutions & Emergency Response
Signing on behalf of Wei Wang	
Executive Director 8/19/2025	
Date of Execution:	Date of Execution: 8/19/2025

RRC use only below this line.

Division Director:  $0^{5}$  Date: 7/28/2025Chief Administrative Officer:  $0^{5}$  Date:  $0^{5}$