

AMENDMENT NO. 1
CONTRACT NO. 455-24-1012 FOR
GEOPHYSICAL DATA ACQUISITION AND FAULT MAPPING
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
THE UNIVERSITY OF TEXAS AT AUSTIN
BUREAU OF ECONOMIC GEOLOGY

THIS AMENDMENT NO. 1 to Contract No. 455-24-1012 (“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 The University of Texas at Austin (“UT”) (“Contractor”), located at 3925 West Braker Lane Building 156, Suite 3.340, MC: A9000 Austin TX 78759-5316 (individually, “Party”; collectively, “Parties”).

WHEREAS, SECTION 5.3. AMENDMENT 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 2.1 DESCRIPTION OF WORK.**, is deleted in its entirety and replace with the following:

“DESCRIPTION OF WORK. UT in accordance with *Attachment A: Scope of Work, Attachment A-1: Scope of Work Expansion, Attachment B: Research Proposal and Budget, and Attachment B-1: Scope of Work Expansion Budget* shall perform the following services as funding allows:

- I. Coordinate with RRC and procure on RRC’s behalf as RRC’s purchasing agent geophysical data in areas impacted by anthropogenic induced seismicity as identified and pre-approved by RRC in writing prior to purchase.
- II. Arrange for RRC’s admission as a member of the Center for Injection and Seismicity Research (“CISR”) via an in kind contribution of the geophysical data as set forth in the previous paragraph.
- III. Own, hold, and safeguard third-party geophysical data for the benefit of RRC.
- IV. Execute all third-party agreements necessary for RRC to examine the raw geophysical data on UT’s premises and obtain high-quality fault maps and data visualization derivative products.
- V. In coordination with CISR or other similarly qualified research institution, analyze the geophysical data procured under this Contract to identify faults in areas of increased seismicity linked to anthropogenic causes.
- VI. Produce high-quality fault maps and data visualization tools for use by RRC’s seismologist as further described in *Attachment A: Scope of Work*.
- VII. Research the technological and policy constraints and solutions pertaining to produced water management in Texas as further described in *Attachment A-1: Scope of Work Expansion*.
- VIII. Produce a written policy briefing paper summarizing key issues, analysis, and recommendations as further described in *Attachment A-1: Scope of Work Expansion*.
- IX. Produce presentation materials suitable for briefings to RRC leadership and external stakeholders as further described in *Attachment A-1: Scope of Work Expansion*.”

II. **SECTION 3.1. CONTRACT AMOUNT.**, is deleted in its entirety and replaced with the following:

“**CONTRACT AMOUNT.** The total amount of fees to be paid by RRC to Contractor under the Contract through the Contract Term shall not exceed **THREE MILLION EIGHT HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FORTY-NINE DOLLARS AND ZERO CENTS (\$3,893,749.00)**, the total of which includes the current NTE amount of **THREE MILLION SEVEN HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$3,793,750.00)**, plus the addition of **NINETY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$99,999.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No.1.”

III. **SECTION 5.1. TERM.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective August 22, 2023, through August 31, 2026 (reflecting the original term of the Contract plus the exercised optional renewal term one of three; collectively, “Contract Term” unless terminated earlier as provided in IAC No. 455-24-1012 set forth below.

This contract may be renewed for two (2) additional one-year renewal terms until either party terminates this Contract for convenience upon thirty (30) days written notice prior to the expiration of the current term.

2nd Renewal: September 1, 2026 – August 31, 2027

3rd Renewal: September 1, 2027 – August 31, 2028”

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, therein.

IV. **MISCELLANEOUS.** All references in the Contract to *Attachment A: Scope of Work* shall also incorporate *Attachment A-1: Scope of Work Expansion*.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures to this Amendment No.1 to the Contract. Notwithstanding anything herein to the contrary, this Amendment shall take effect no earlier than August 19, 2025, the date of the next open meeting of the Railroad Commission of Texas. In anticipation that this Amendment is likely to be approved by RRC’s governing body at the next open meeting, RRC’s authorized representative may elect for convenience and to expedite the execution of this Amendment to sign on the line below prior to said date. If RRC’s authorized representative below elects to sign this Amendment prior to the date of the next open meeting, RRC’s representative certifies that his or her authority to enter into this Amendment is expressly contingent on approval of this Amendment by the Commission at the next open meeting. If the Commission approves this Amendment, signature authority for RRC is effective on the date of August 19, 2025, or the date that RRC’s representative signs below, whichever occurs last. The Parties agree that execution of this Amendment is contingent on Commission approval. If the Commission does not approve this Amendment at the next open meeting, this Amendment shall not take effect. Otherwise, by the signatures below, each signatory represents and warrants that they have the authority as of the date of their respective signature to enter into this Amendment on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:
Theresa Lopez, Director of Operations
14B39531B36E43C...
Theresa Lopez CUCD, CUCM
Director of Operations
Signing on Behalf of Wei Wang
Executive Director

UNIVERSITY OF TEXAS AT AUSTIN

Signed by:
Jessica C. Fernandez
C996AC2B04464FF...
Name: Jessica Fernandez
Title: Associate Director of Contracting

Date of Execution: 8/23/2025

Date of Execution: 2025-08-22 | 14:05:49 PDT

RRC use only below this line.

Division Director:	<div><div>DS</div><div></div></div>	
Asst. Executive Director:	<div><div>Initial</div><div>RL</div></div>	
Director of Operations:	<div><div>DS</div><div>tl</div></div>	
Office of General Counsel:	<div><div>DS</div><div></div></div>	

Date:	8/7/2025
Date:	8/7/2025
Date:	8/7/2025
Date:	8/11/2025



Certificate Of Completion

Envelope Id: 876D210A-8C03-4F47-88AA-FB3E57D910C6
Subject: Complete with Docusign: UTAUS-FA00002439AM1 TRC 455-24-1012.pdf
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
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Envelope Originator:
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1 University Station
Austin, TX 78712
owenstm1@eid.utexas.edu
IP Address: 70.112.137.147

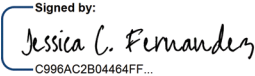
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Signer Events

Jessica C. Fernandez
jcf3534@eid.utexas.edu
Associate Director of Contracting
The University of Texas at Austin
Security Level: Email, Account Authentication
(None)

Signature

Signed by:

C996AC2B04464FF...

Signature Adoption: Pre-selected Style
Using IP Address: 136.50.17.34

Timestamp

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Gwen M. Hebert
gmh553@eid.utexas.edu
Gwen Hebert
Security Level: Email, Account Authentication
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ning.lin@beg.utexas.edu
Dr.
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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