

AMENDMENT NO. 2
CONTRACT NO. 455-21-1025B FOR
PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
TERRACON CONSULTANTS, INC.

THIS AMENDMENT NO. 2 to Contract No. 455-21-1025B (“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 and Terracon Consultants, Inc. (“Contractor”), located at 5307 Industrial Oaks Blvd., Suite 160, Austin, Texas 78735 (individually “Party”; collectively “Parties”).

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

WHEREAS, on January 27, 2021, 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 ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) to TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$215,951.00), through the Contract Term as approved by the Executive Director on January 27, 2021.

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 as of the date of the last Party’s signature to the original Contract and shall continue through August 31, 2023 (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. 455-21-1025 Part III and/or section **2.02 TERMINATION.,** set forth below.

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.

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, the Termination provisions of the Contract Documents shall apply.”

- II. **SECTION 3.01. CONTRACT LIMIT AND 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 **THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$315,951.00)**, the total of which includes the current NTE amount of **TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$215,951.00)** plus the addition of **ONE HUNDRED THOUSAND**

DOLLARS AND ZERO CENTS (\$100,000.00), as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No. 2.”

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 Contract No. 455-21-1025B 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

TERRACON CONSULTANTS, INC.

DocuSigned by:
Wei Wang
A320E7878B01444

Wei Wang
Executive Director

DocuSigned by:
James Bierschwale
88B450DD8CA8424

James Bierschwale
Vice President

Date of Execution: 7/14/2022

Date of Execution: 7/13/2022

RRC use only below this line.
Division Director: *DS* 7/8/2022
Chief Operating Officer: *RC* 7/7/2022
Director of Operations: *tl* 7/6/2022
Office of General Counsel: *DS* 7/6/2022