

**CONTRACT NO. 455-26-1009 FOR
INLINE SAFETY INSPECTION AND ELECTRICAL TRAINING
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
MEARS GROUP, INC.**

THIS AGREEMENT (“Contract”) is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Ave., Austin, Texas 78701, and **MEARS GROUP, INC.** (“Contractor”), located at 16000 College Blvd., Lenexa, KS 66219 (individually, “Party”; collectively, “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapters 2155 and 2156. provide for RRC's authority to procure services in connection with training related to Inline Inspection Safety and Electrical educational development for Pipeline Safety and Oil and Gas Field Inspectors, and RRC intends to acquire Inline Safety Inspection and Electrical training services, namely Mears Group, Inc. training and services; and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters 2155, 2157 and 2261, RRC has selected Mears Group, Inc. to provide the desired Mears Group and services referenced within the Invitation for Bid No. 455-26-1009 (“IFB No. 455-26-1009”), and Mears Group, Inc. has agreed to provide the desired Mears Group, Inc. and services referenced within IFB No. 455-26-1009, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of IFB No. 455-26-1009, including but not limited to insurance and specifications within the Statement of Services, constitute part of this Contract No. 455-26-1009.

NOW, THEREFORE, RRC and Mears Group, Inc., for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

I. CONTRACT DOCUMENTS.

1.01. SERVICES REQUIRED. In accordance with the terms and conditions of the Contract, including all Contract Documents incorporated by reference, Mears Group, Inc. shall deliver throughout the term of the Contract including extension periods (if any), Mears Group and services (“Services”), including all labor, qualified personnel, management, coordination, equipment, materials, insurance, and incidentals to fulfill all requirements and deliver all goods and/or services required under the Contract in accordance with applicable method protocols, industry/trade best practices, and all rules, regulations, and laws related thereto. “Contract Documents” include:

- a. This Contract No. 455-26-1009; and any amendments hereto;
- b. Exhibit A, IFB No. 455-26-1009, including all associated attachments, appendices, exhibits; and
- c. Exhibit B, Mears Group, Inc. Response, dated April 22, 2026 (“Mears Group, Inc. Response”) including Mears Group, Inc. Best and Final Offer (“BAFO”) dated April 28, 2026.

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01.a. through 1.01.c. are attached hereto and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this **Contract No. 455-26-1009** shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. This Contract No. 455-26-1009; and any amendments hereto; then
- b. Exhibit A, IFB No. 455-26-1009, including all associated attachments, appendices, and addenda; then
- c. Exhibit B, Mears Group, Inc. Response dated April 22, 2026 (“Mears Group, Inc. Response”).

II. TERM.

2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from the date of the last Party's signature and shall continue through May 31, 2029 ("Original Term"), unless terminated earlier as provided in **IFB No. 455-26-1009**, Section 2.02. set forth below.
- b. Notwithstanding the termination or expiration of this Contract, any provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, limitation of distribution, and warranties shall survive the termination or expiration dates of this Contract.

2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Mears Group, Inc. of such termination if Mears Group, Inc. fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Mears Group, Inc. will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Mears Group, Inc. non-performance. In the event of termination for cause, Mears Group, Inc. will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.
- b. **Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Mears Group, Inc. at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this Subsection, Mears Group, Inc. shall be governed by the terms and conditions and shall perform the acts outlined in the following Section 2.02.c.
- c. **Implementation of Termination.** Mears Group, Inc. shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Mears Group, Inc. for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Mears Group, Inc. for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260.

III. CONSIDERATION AND SERVICES.

3.01. CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid under this Contract through the Original Term and extension terms, if any, (collectively, "Contract Term") shall not exceed **ONE MILLION SEVENTY-EIGHT THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$1,078,800.00)**.

Training may be provided under this contract on an as-needed basis. A Not-To-Exceed (NTE) amount has been established; however, the agency is not obligated to utilize or attend the training.

3.02. SERVICES.

- a. Mears Group, Inc. shall provide the goods and services necessary and reasonably inferable to complete the work required by and described in **IFB No. 455-26-1009**.
- b. Mears Group, Inc. services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other services necessary and reasonably inferable to complete the work in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Mears Group, Inc. 's Response in response to **IFB No. 455-26-1009**. In the event additional goods and services are proposed by Mears Group, Inc., Mears Group, Inc. shall not proceed therewith except only after Mears Group, Inc. 's receipt of RRC's written acceptance of the additional services proposed.
- d. The Statement of Services **IFB No. 455-26-1009 (APPENDIX A AND B)** describes the intended scope and character of work. The Parties agree it is Mears Group, Inc. 's responsibility to review and understand requirements of the Statement of Services and to provide all goods and services to achieve those objectives.
- e. Mears Group, Inc. agrees and acknowledges that RRC is entering into this Contract in reliance on Mears Group, Inc.'s represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Mears Group, Inc., and Mears Group, Inc.'s consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Mears Group, Inc. agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for Mears Group, Inc. that provide services for projects that are similar in size, scope, and budget to that within this Contract and any Work Order issued thereunder, and (ii) in compliance with all applicable federal, state, and local statutes, laws, ordinances, regulations, codes, and rules and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Mears Group, Inc. that will limit or prevent performance by Mears Group, Inc. of the Services required under the Statement of Services and the Contract. Mears Group, Inc. hereby agrees to correct, at its own cost, any of its Services, and the Services of its consultants and subcontractors (if any) that do not meet this standard of care.
- f. Mears Group, Inc.'s Services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Mears Group, Inc. 's Services by RRC shall relieve Mears Group, Inc. of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Mears Group, Inc. for its skill and knowledge in performing Mears Group, Inc. 's Services. RRC shall have the right to reject any of Mears Group, Inc. 's goods and/or services in accordance with the terms and conditions of **IFB No. 455-26-1009**.
- g. Mears Group, Inc. agrees to furnish efficient business administration and superintendence and to use Mears Group, Inc. 's best efforts to fulfill the Contract and Work Order requirements in an expeditious and economical manner consistent with the interest of RRC and Mears Group, Inc.'s professional skill and care.
- h. Mears Group, Inc. shall allocate adequate time, personnel, and resources as necessary to deliver goods and/or perform services and work under the Contract and Work Orders issued thereunder. Changes of Mears Group, Inc. 's key personnel identified in Mears Group, Inc. 's Response shall not be made without prior written approval of RRC. Mears Group, Inc. 's day-to-day project team will be led by Mears Group, Inc. 's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Mears Group, Inc. Mears Group, Inc.'s Project Manager shall act on behalf of Mears Group, Inc. with respect to all aspects of Mears Group, Inc. 's goods and/or services delivery and shall be available as required for the benefit of each project and RRC.

3.03. PAYMENTS TO CONTRACTOR.

- a. Payments to Mears Group, Inc. will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Mears Group, Inc. shall be paid for completion of work accepted and approved by RRC.
- b. Mears Group, Inc. shall invoice RRC for work performed and accepted by RRC. Mears Group, Inc. shall submit invoices as specified in **IFB No. 455-26-1009**.

IV. FUNDING.

4.01. STATE FUNDING. It is understood that all obligations of RRC hereunder are subject to the availability of state funds, federal grant(s) and/or other federal funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

V. CONTRACTOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Mears Group, Inc. shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

VI. NOTICES.

6.01. LEGAL NOTICES.

- a. Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Mears Group, Inc. at the address set forth below:

For RRC: Railroad Commission of Texas
Operations Division – Contract Management
P.O. Box 12967
Austin, Texas 78711-2967
 Attention: Theresa Lopez, Director of Operations
 Phone: 512-463-6953
 Email: Theresa.Lopez@rrc.texas.gov

For Contractor: Mears Group, Inc.
16000 College Blvd.
Lenexa, KS 66219
 Attention: Sam Fryett
 Phone: 847-420-9899
 Email: Sam.Fryett@Mears.net

- b. Legal notice given in any other manner shall be deemed effective only if, and when, received by the Party. Either Party may change its address for notice by written notice to the other Party as provided herein.

VII. MISCELLANEOUS PROVISIONS.

7.01. GOVERNING LAW AND VENUE. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific

venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Mears Group, Inc. irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.**

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this **Contract No. 455-26-1009** shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.03. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract. Mears Group, Inc. acknowledges Contract is effective for the period specified in the Contract. Any services performed by Mears Group, Inc. before this Contract is effective or after it ceases to be effective are performed at the sole risk of Mears Group, Inc.


7.04. SOVEREIGN IMMUNITY. The Parties expressly agree that nothing contained in **IFB No. 455-26-1009**, or this Contract is in any way intended to constitute a waiver by the State of Texas or RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Further, the Parties agree that nothing contained in **IFB No. 455-26-1009**, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas.

7.05. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Mears Group, Inc. makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Mears Group, Inc. signs this Contract with a false statement or it is subsequently determined that Mears Group, Inc. has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Mears Group, Inc. shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

7.06. ENTIRE CONTRACT AND MODIFICATION. This **Contract No. 455-26-1009** and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

EXECUTION SIGNATURES. The Parties agree the Contract and any written Amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

By: 
Wei Wang,
Executive Director

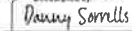
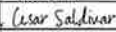
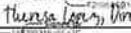
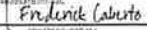
MEARS GROUP, INC.

By: 
Printed Name: Sam Fryett
Title: VP - Technical Services

Date of Execution: 6/8/26

Date of Execution: 6/8/2026

RRC use only below this line.

Division Director: 
Chief Administrative Officer: 
Director of Operations:  Director of Operations
Office of General Counsel: 

Date: 6/5/2026
Date: 6/5/2026
Date: 6/5/2026
Date: 6/4/2026