

AMENDMENT NO. 9
CONTRACT NO. 455-20-1036A FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS
AND
ETECH ENVIRONMENTAL & SAFETY SOLUTIONS, INC.

THIS AMENDMENT NO. 9 to Contract No. 455-20-1036A (“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 ETECH Environmental & Safety Solutions, Inc. (“Contractor”), located at 13000 W County Road 100 Odessa, Texas 79765 (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 30, 2021, 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, 2022, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) to ONE MILLION SEVEN HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$1,790,000.00), as approved by the Executive Director on August 30, 2021.

WHEREAS, on October 22, 2021, the Parties executed **Amendment No. 2** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from ONE MILLION SEVEN HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$1,790,000.00) to TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,100,000.00), as approved by the Executive Director on October 22, 2021.

WHEREAS, on December 15, 2021, the Parties executed **Amendment No. 3** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,100,000.00) to TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,400,000.00), as approved by the Executive Director on December 15, 2021.

WHEREAS, on March 11, 2022, the Parties executed **Amendment No. 4** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,400,000.00) to TWO MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$2,627,300.00), as approved by the Executive Director on March 11, 2022.

WHEREAS, on May 2, 2022, the Parties executed **Amendment No. 5** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from TWO MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$2,627,300.00) to TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$2,817,575.00), as approved by the Executive Director on May 2, 2022.

WHEREAS, on July 13, 2022, the Parties executed **Amendment No. 6** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option two (2) of three (3) to continue the Contract through August 31, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$2,817,575.00) to THREE

MILLION ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$3,117,575.00), as approved by the Executive Director on July 13, 2022.

WHEREAS, on November 2, 2022, the Parties executed **Amendment No. 7** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES**. changing the not-to-exceed amount of the Contract from THREE MILLION ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$3,117,575.00) to FOUR MILLION SIXTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$4,067,575.00), as approved by the Executive Director on November 2, 2022.

WHEREAS, on February 17, 2023, the Parties executed **Amendment No. 8** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES**. changing the not-to-exceed amount of the Contract from FOUR MILLION SIXTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$4,067,575.00) to FOUR MILLION EIGHT HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$4,817,575.00), as approved by the Executive Director on February 17, 2023.

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 is effective November 2, 2020, through August 31, 2024 (reflecting the original term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-20-1036 Part III and/or section **2.02 TERMINATION.**, set forth below.”

- 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 **FIVE MILLION FIVE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$5,567,575.00)**, the total of which includes the current NTE amount of **FOUR MILLION EIGHT HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$4,817,575.00)** plus the addition of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**, as approved by the Commissioners on June 13, 2023.”

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 9; then Amendment No 8; then Amendment No. 7; then Amendment No. 6; then Amendment No. 5; then Amendment No. 4; then Amendment No. 3; then 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. 9 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

ETECH ENVIRONMENTAL & SAFETY SOLUTIONS, INC.

DocuSigned by:
Wei Wang
A320E7878B01444...
Wei Wang
Executive Director

DocuSigned by:
Tim McMinn
04E70E8827802...
Tim McMinn
Vice President

Date of Execution: 7/28/2023

Date of Execution: 7/28/2023

RRC use only below this line.
Division Director: DS 7/20/2023
Assistant Executive Director: KL 7/20/2023
Director of Operations: tl 7/18/2023
Office of General Counsel: DS 7/19/2023