

**AMENDMENT NO. 1**  
**CONTRACT NO. 455-23-1020C FOR**  
**STATEWIDE SITE REMEDIATION AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**KLEINFELDER, INC.**

**THIS AMENDMENT NO. 1** to Contract No. 455-23-1020C (“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 Kleinfelder, Inc. (“Vendor”), located at 12000 Aerospace Avenue, Suite 450 Houston, Texas 77034 (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 May 15, 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 **NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00)**, the total of which includes the current NTE amount of **EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00)**, plus the addition of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)**, as approved by the Commissioners on June 17, 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.

RAILROAD COMMISSION OF TEXAS

DocuSigned by:  
Theresa Lopez, Director of Operations

14B39531B30E43C

Theresa Lopez CTCD, CTCM  
Director of Operations  
Signing on behalf of Wei Wang  
Executive Director  
Date of Execution: 8/1/2025

KLEINFELDER, INC.

DocuSigned by:  
William Welsek

814B953C11D1454

William P. Welsek  
Vice President  
  
Date of Execution: 8/1/2025

RRC use only below this line.

DS

Division Director: DS

Date: 7/28/2025

CS

Chief Administrative Officer: CS

Date: 7/30/2025

TL

Director of Operations: TL

Date: 7/28/2025

DS

Office of General Counsel: DS

Date: 7/28/2025