

AMENDMENT NO. 2
CONTRACT NO. 455-23-1020C FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
KLEINFELDER, INC.

THIS AMENDMENT NO. 2 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 78701 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, on August 1, 2025, 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, 2026, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00) to NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00), as approved by the Commissioners on June 17, 2025.

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 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 **ONE MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$1,174,900.00)**, the total of which includes the current NTE amount of **NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$950,000.00)**, plus the addition of **TWO HUNDRED TWENTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$224,900.00)**, as approved by the Commissioners on October 28, 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. 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. 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

DocuSigned by:
Theresa Lopez, Director of Operations
14B30531B30E43C
Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director
Date of Execution: 11/7/2025

KLEINFELDER, INC.

DocuSigned by:
William Welsek
8121553C11D1454
William P. Welsek
Vice President

Date of Execution: 11/7/2025

RRC use only below this line.

Division Director:	<u>DS</u>	Date:	<u>11/6/2025</u>
Chief Administrative Officer:	<u>CS</u>	Date:	<u>11/7/2025</u>
Director of Operations:	<u>tl</u>	Date:	<u>11/6/2025</u>
Office of General Counsel:	<u>ll</u>	Date:	<u>11/6/2025</u>