

**AMENDMENT NO. 2**  
**CONTRACT NO. 455-20-1036 FOR**  
**STATEWIDE SITE REMEDIATION AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**USFS, LLC.**

**THIS AMENDMENT NO. 2** to Contract No. 455-20-1036 (“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 USFS, LLC. (“Contractor”), located at 24026 CR 3118, Winona, Texas 75792 (individually, “Party”; collectively, “Parties”).

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

**WHEREAS,** on June 17, 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 MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) to THREE MILLION NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,980,500.00), through the Contract Term as approved by RRC Commissioners on September 1, 2020, and the Executive Director on June 16, 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, 2022 (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. 455-20-1036 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.”

- 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 **SEVEN MILLION SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,780,500.00),** the total of which includes the current NTE amount of **THREE MILLION NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,980,500.00),** plus the addition of **THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,800,000.00),** as approved by RRC Commissioners on August 24, 2021.”

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;

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:

*Wei Wang*

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Wei Wang  
Executive Director

Date of Execution: 8/26/2021

**USFS, LLC.**

DocuSigned by:

*Barry Stem*

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Berry K. Stem Sr.,  
President

Date of Execution 8/26/2021

RRC use only below this line.

Div. Director: *DS*

CM COO: *RL*

Procurement and Contract Director: *TL*

OGC: *PS*