RRC Contract: 455-23-1020L-01 RFQ No.: 455-23-1020 Statewide Site Remediation & Related Services

## AMENDMENT NO. 1 CONTRACT NO. 455-23-1020L FOR STATEWIDE SITE REMEDIATION AND RELATED SERVICES BETWEEN THE RAILROAD COMMISSION OF TEXAS AND 4L OILFIELD SERVICES, LLC

**THIS AMENDMENT NO. 1** to Contract No. 455-23-1020L ("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 4L OILFIELD SERVICES, LLC ("Vendor"), located at 902 South Main Street, Cotulla, Texas 78014 (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 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 TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$215,000.00), the total of which includes the current NTE amount of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00), plus the addition of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00), as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No.1."

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

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Theresa Lopez CTCD, CTCM		
Director of Operations		
Signing on behalf of Wei Wang		
Executive Director 10/25/2024		
Date of Execution:		

## **4L OILFIELD SERVICES, LLC**

Neal Clewellyn	
Neal R. Llewellyn	
President	
Date of Execution:	10/25/2024

RRC use only below this line.  Division Director:	10/25/2024
Division Director: VS	Date:
Chief Administrative Officer: (S	Date: 10/25/2024
Director of Operations: 1	Date:10/25/2024
Office of General Counsel:	Date:10/25/2024