

**AMENDMENT NO. 5**  
**CONTRACT NO. 455-21-1025C FOR**  
**PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**TRC ENVIRONMENTAL CORPORATION**

**THIS AMENDMENT NO. 5** to Contract No. 455-21-1025C (“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 TRC Environmental Corporation (“Contractor”), located at 505 East Huntland Drive, Suite 250, Austin, Texas 78752 (individually “Party”; collectively “Parties”).

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

**WHEREAS,** on January 21, 2022, 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 HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) to THREE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$310,177.00), as approved by the Executive Director on January 21, 2022.

**WHEREAS,** on July 15, 2022, the Parties executed **Amendment No. 2** 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, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from THREE HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$310,177.00) to FOUR HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$410,177.00), as approved by the Executive Director on July 15, 2022.

**WHEREAS,** on October 31, 2022, 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 FOUR HUNDRED TEN THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$410,177.00) to SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$670,177.00), as approved by the Executive Director on October 31, 2022.

**WHEREAS,** on February 16, 2023, 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 SIX HUNDRED SEVENTY THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$670,177.00) to SEVEN HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$785,177.00), as approved by the Executive Director on February 16, 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 September 1, 2021, through August 31, 2024 (reflecting the original term of the Contract plus the exercised optional renewal term two of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-21-1025 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 one (1) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms as set forth below:

Third Optional Renewal Term: September 1, 2024 – August 31, 2025”

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 FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$947,677.00)**, the total of which includes the current NTE amount of **SEVEN HUNDRED EIGHTY-FIVE THOUSAND ONE HUNDRED SEVENTY-SEVEN DOLLARS AND ZERO CENTS (\$785,177.00)** plus the addition of **ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$162,500.00)**, 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 5; then Amendment No 4; then Amendment No 3; then Amendment No. 2; then Amendment No. 1; and then Contract No. 455-21-1025C in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment No. 5 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  
Wei Wang  
Executive Director

Date of Execution: 7/28/2023

**TRC ENVIRONMENTAL CORPORATION**

DocuSigned by:  
Mark Robbins  
Mark A. Robbins  
President

Date of Execution: 7/28/2023

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