

AMENDMENT NO. 2
CONTRACT NO. 455-22-1013A FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
AARC CONSULTANTS, LLC

THIS AMENDMENT NO. 2 to Contract No. 455-22-1013A (“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 AARC Consultants, LLC (“Vendor”), located at 2000 West Sam Houston Parkway South, Suite 850, Houston TX 77042 (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 26, 2023, 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 TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00) to THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00), as approved by the Executive Director on January 26, 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 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 **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000.00)**, the total of which includes the current NTE amount of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**, plus the addition of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No. 2”.

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; and 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

AARC CONSULTANTS, LLC

DocuSigned by:
By: Wei Wang
Wei Wang
Executive Director

DocuSigned by:
By: Rick Chainani
Rick Chainani
President

Date of Execution: 2/13/2023

Date of Execution: 2/13/2023

RRC use only below this line.

Division Director: [Signature]

Asst. Executive Director: [Signature]

Director of Operations: [Signature]

Office of General Counsel: [Signature]