

AMENDMENT NO. 2
CONTRACT NO. 455-20-1036C FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
PAT'S ROUSTABOUT SERVICE, INC.

THIS AMENDMENT NO. 2 to Contract No. 455-20-1036C ("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 Pat's Roustabout Service, Inc. ("Contractor"), located at 136 PR 509 Carthage, Texas 75633 (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 26, 2021, 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, 2022, and 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 TWO MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,325,000.00), as approved by the Executive Director on August 26, 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 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 **THREE MILLION SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$3,075,000.00)**, the total of which includes the current NTE amount of **TWO MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,325,000.00)**, plus the addition of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**, as approved by the Executive Director effective as of the date executed by the parties in 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; 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:

Wei Wang

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Wei Wang

Executive Director

PAT'S ROUSTABOUT SERVICE, INC.

DocuSigned by:

Bobby Patterson

74C094E88282446...

Bobby Patterson,

President

Date of Execution 3/23/2022

Date of Execution 3/23/2022

RRC use only below this line.

Div. Director: DS 3/18/2022
CM COO: KL 3/18/2022
Procurement and Contract Director: TL 3/17/2022
OGC: DS 3/17/2022