

AMENDMENT NO. 6
CONTRACT NO. 455-20-1036B FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
TALON/LPE, LTD

THIS AMENDMENT NO. 6 to Contract No. 455-20-1036B (“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 Talon/LPE, LTD (“Contractor”), located at 921 N. Bivins Amarillo, Texas 79107 (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 31, 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 SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00) to NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$965,000.00), as approved by the Executive Director on August 31, 2021.

WHEREAS, on January 3, 2022, the Parties executed **Amendment No. 2** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from NINE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$965,000.00) to ONE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,215,000.00), as approved by the Executive Director on January 3, 2022.

WHEREAS, on July 13, 2022, the Parties executed **Amendment No. 3** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option two (2) 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 ONE MILLION TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,215,000.00) to ONE MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,415,000.00), as approved by the Executive Director on July 13, 2022.

WHEREAS, on October 27, 2022, 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 ONE MILLION FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,415,000.00), to ONE MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,715,000.00), as approved by the Executive Director on October 27, 2022.

WHEREAS, on July 28, 2023, the Parties executed **Amendment No. 5** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option three (3) of three (3) to continue the Contract through August 31, 2024, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from ONE MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$1,715,000.00) to ONE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,865,000.00), as approved by the Commissioners on June 13, 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, 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 MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,565,000.00)**, the total of which includes the current NTE amount of **ONE MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$1,865,000.00)**, plus the addition of **SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$700,000.00)**, as approved by the Commissioners on September 19, 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. 6; then Amendment No. 5; then Amendment No. 4; then Amendment No. 3; then 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. 6 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

TALON/LPE, LTD

DocuSigned by:
Wei Wang
A220E7878B01444...

Wei Wang
Executive Director

DocuSigned by:
William D. Prescott
E8906Z032632e96...

William David Prescott
President

Date of Execution: 10/20/2023

Date of Execution: 10/19/2023

RRC use only below this line.	10/13/2023
Division Director: <u>DS</u>	<u>10/13/2023</u>
Assistant Executive Director: <u>RL</u>	<u>10/12/2023</u>
Director of Operations: <u>tl</u>	<u>10/12/2023</u>
Office of General Counsel: <u>DS</u>	<u>10/12/2023</u>