

AMENDMENT NO. 1
CONTRACT NO. 455-23-1020A FOR
STATEWIDE SITE REMEDIATION & RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
EARTH SYSTEMS RESPONSE & RESTORATION, LLC

THIS AMENDMENT NO. 1 to Contract No. 455-23-1020A (“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 Earth Systems Response & Restoration, LLC (“Vendor”), located at 4115 South County Road 1297, Odessa, Texas 79765 (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 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective as July 2, 2024, through August 31, 2026, (the initial term of the Contract plus the exercised optional renewal term one of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-23-1020 Part III and/or section **2.02 TERMINATION.**, set forth in the original Contract.

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 two (2) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms set forth below:

- Second Optional Renewal Term: September 1, 2026 – August 31, 2027
- Third Optional Renewal Term: September 1, 2027– August 31, 2028”

- II. **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 **ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,950,000.00)**, the total of which includes the current NTE amount of **ONE MILLION FOUR HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,450,000.00)**, plus the addition of **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00)**, as approved by RRC Commissioners on June 17, 2025.”

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

DocuSigned by:
Theresa Lopez, Director of Operations
14B39531B38E43C
Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director

Date of Execution: 8/1/2025

EARTH SYSTEMS RESPONSE &
RESTORATION, LLC

DocuSigned by:
Kris Williams
7BDA02FD148D48D
Kris Williams
Texas Operations Manager

Date of Execution: 8/1/2025

RRC use only below this line.

Division Director: DS
Chief Administrative Officer: CS
Director of Operations: tl
Office of General Counsel: DS

Date: 7/28/2025
Date: 7/30/2025
Date: 7/28/2025
Date: 7/28/2025