

AMENDMENT NO. 1
CONTRACT NO. 455-23-1029 FOR
UPSTREAM AND MIDSTREAM TRAINING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
THE UNIVERSITY OF NORTH TEXAS

THIS AMENDMENT NO. 1 to Contract No. 455-23-1029 (“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, 78701 and The University of North Texas (“UNT”) (“Contractor”), located at 1155 Union Circle #311586, Denton, TX 76203-0919 (individually, “Party”; collectively, “Parties”).

WHEREAS, SECTION VI. 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 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 HUNDRED FIFTY-EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$158,000.00)**, the total of which includes the current NTE amount of **SEVENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$79,000.00)**, **plus the addition of SEVENTY-NINE THOUSAND DOLLARS AND ZERO CENTS (\$79,000.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No.1.”

- II. **SECTION 6.01. TERM.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective September 1, 2022, through August 31, 2024 (reflecting the original term of the Contract plus the exercised optional renewal term one of three); collectively, “Contract Term” unless terminated earlier as provided in IAC No. 455-23-1029 set forth below.

This contract may be renewed for two (2) additional one-year renewal terms until either party terminates this Contract for convenience upon thirty (30) days written notice prior to the expiration of the current term.

2nd Renewal: September 1, 2024 – August 31, 2025

3rd Renewal: September 1, 2025 – August 31, 2026”

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, therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 1 to the Contract to be effective September 1, 2023. 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

UNIVERSITY OF NORTH TEXAS

DocuSigned by:
Wei Wang
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Wei Wang
Executive Director

Clayton Gibson
Vice President for Finance & Administration, CFO

Date of Execution: 8/22/2023

Date of Execution: 8/18/2023

RRC use only below this line.
Division Director: _____
Asst. Executive Director: _____
Director of Operations: _____
Office of General Counsel: _____

Date: _____
Date: _____
Date: _____
Date: _____