

AMENDMENT NO. 5
CONTRACT NO. 455-21-1025B FOR
PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
TERRACON CONSULTANTS, INC.

THIS AMENDMENT NO. 5 to Contract No. 455-21-1025B (“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 Terracon Consultants, Inc. (“Contractor”), located at 5307 Industrial Oaks Blvd., Suite 160, Austin, Texas 78735 (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 27, 2022, 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 ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) to TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$215,951.00), as approved by the Executive Director on January 27, 2022.

WHEREAS, on July 14, 2022, the Parties executed **Amendment No. 2** 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, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from TWO HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$215,951.00) to THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$315,951.00), as approved by the Executive Director on July 14, 2022.

WHEREAS, on October 26, 2022, the Parties executed **Amendment No. 3** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from THREE HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$315,951.00) to FOUR HUNDRED FORTY THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$440,951.00), as approved by the Executive Director on October 26, 2022.

WHEREAS, on February 16, 2023, 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 FOUR HUNDRED FORTY THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$440,951.00) to SIX HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$655,951.00), as approved by the Executive Director on February 16, 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 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract is effective August 31, 2021, through August 31, 2024 (reflecting the original term of the Contract plus the exercised optional renewal term two of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-21-1025 Part III and/or section **2.02 TERMINATION.**, set forth below.

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 one (1) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms as set forth below:

Third Optional Renewal Term: September 1, 2024 – August 31, 2025”

II. **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 **EIGHT HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$818,451.00)**, the total of which includes the current NTE amount of **SIX HUNDRED FIFTY-FIVE THOUSAND NINE HUNDRED FIFTY-ONE DOLLARS AND ZERO CENTS (\$655,951.00)**, plus the addition of **ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$162,500.00)**, as approved by the Commissioners on June 13, 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 5; then Amendment No 4; then Amendment No. 3; then Amendment No. 2; then Amendment No. 1; and then Contract No. 455-21-1025B in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 5 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
Wei Wang
Executive Director

Date of Execution: 7/27/2023

TERRACON CONSULTANTS, INC.

DocuSigned by:
James Bierschwale
James Bierschwale
Vice President

Date of Execution: 7/27/2023

RRC use only below this line.
Division Director: DS 7/20/2023
Assistant Executive Director: RL 7/20/2023
Director of Operations: TL 7/18/2023
Office of General Counsel: DS 7/19/2023