

AMENDMENT NO. 3
CONTRACT NO. 455-20-1036H FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS
AND
HALFF ASSOCIATES, INC.

THIS AMENDMENT NO. 3 to Contract No. 455-20-1036H (“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 Halff Associates, Inc. (“Contractor”), located at 1201 North Bowser Road, Richardson, Texas 75081 (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 28, 2021, 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 FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) to FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,700,000.00), as approved by RRC Commissioners on September 1, 2020.

WHEREAS, on August 26, 2021, 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, 2022, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from FOUR MILLION SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,700,000.00) to FIVE MILLION TEN THOUSAND DOLLARS AND ZERO CENTS (\$5,010,000.00), 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 **FIVE MILLION SIX HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$5,610,000.00)**, the total of which includes the current NTE amount of **FIVE MILLION TEN THOUSAND DOLLARS AND ZERO CENTS (\$5,010,000.00)** plus the addition of **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000.00)**, as approved by the Executive Director effective as of the date executed by the parties in this Amendment No.3.”

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.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.3 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

HALFF ASSOCIATES, INC.

DocuSigned by:
Wei Wang
Wei Wang
Executive Director

DocuSigned by:
Carolyn May
Carolyn May
Authorized Agent

Date of Execution: 12/15/2021

Date of Execution 12/15/2021

RRC use only below this line.
Div. Director: PS 12/10/2021
CM COO: RL 12/10/2021
Procurement and Contract Director: tl 12/9/2021
OGC: PS 12/9/2021