

AMENDMENT NO. 4
CONTRACT NO. 455-20-9037 FOR
INFORMATION TECHNOLOGY SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
GWPC'S RBDMS®

THIS AMENDMENT NO. 4 to Contract No. 455-20-9037 ("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 Ground Water Protection Council, Inc ("Contractor"), located at 13308 N. MacArthur Boulevard, Oklahoma City, OK 73142 (individually, "Party"; collectively, "Parties").

WHEREAS, SECTION 7.08. 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 two (2) to continue the Contract through August 31, 2022, as approved by the Executive Director on August 31, 2021.

WHEREAS, on September 29, 2021, 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 MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$9,200,000.00) to NINE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$9,980,000.00), as approved by the Executive Director on September 29, 2021.

WHEREAS, on December 22, 2021, 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 NINE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$9,980,000.00) to THIRTY-ONE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND ZERO CENTS (\$31,455,647.00), as approved by the RRC Commissioner as on December 7, 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 2.01. CONTRACT AWARD.**, subparagraph (a.) is deleted in its entirety and replaced with the following:

"This Contract shall be effective as of the date of the last Party's signature to the original Contract and shall continue through August 31, 2023 (the initial term of the Contract plus the exercised optional renewal term two of two; collectively, "Contract Term") unless terminated earlier as provided in RFO No. 455-20-9037 Part III and/or section **2.02 TERMINATION.**, set forth below.

Except as expressly amended above, all provisions of the Contract as amended through Amendment No. 4, 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. 4; then Amendment No. 3; 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. 4 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

Wei Wang

Wei Wang
Executive Director

Date of Execution: 8/25/2022

**GROUND WATER PROTECTION COUNCIL,
INC.**

DocuSigned by:

Dan Yates

Dan Yates,
Executive Director

Date of Execution 8/22/2022

RRC use only below this line.
Division Director: _____
Chief Operating Officer: _____
Director of Operations: _____
Office of General Counsel: _____