

AMENDMENT NO. 2
CONTRACT NO. 455-25-1000 FOR
AML GEOTECHNICAL, DRILLING AND GROUTING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
BALCONES GEOTECHNICAL, LLC

THIS AMENDMENT NO. 2 to Contract No. 455-25-1000 (“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 Balcones Geotechnical, LLC (“Contractor”), located at 720 S Bell Blvd, Unit 6A, Cedar Park, TX 78613 (individually “Party”; collectively “Parties”).

WHEREAS, SECTION 7.06. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on August 13, 2025, 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 three (3) to continue the Contract through August 31, 2026, and to modify Section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from EIGHT HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$800,000.00) to ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00), as approved by the Commissioners on June 17, 2025.

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. TERM., subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract is effective as of September 20, 2024, through August 31, 2027 (the initial term of the Contract plus the exercised optional renewal term two of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-25-1000 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 one (1) additional, one-year renewal term remaining of the original three (3) one-year renewal terms as set forth below:

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

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 **TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,200,000.00)**, the total of which includes the current NTE amount of **ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,200,000.00)**, plus the addition of **ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00)**, as approved by the Commissioners on June 2, 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. 2; then Amendment No. 1; and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

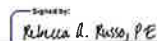
IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 2 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS



Wei Wang
Executive Director

BALCONES GEOTECHNICAL, LLC



Rebecca A. Russo, PE
President, Senior Geotechnical Engineer

Date of Execution: 8.16.26

Date of Execution: 8/6/2026

RRC use only below this line.

Division Director: 		Date: <u>8/5/2026</u>
Chief Administrative Officer: 		Date: <u>8/6/2026</u>
Director of Operations: 		Date: <u>8/5/2026</u>
Office of General Counsel: 		Date: <u>8/5/2026</u>