

# RAILROAD COMMISSION OF TEXAS

**THIS CONTRACTUAL AGREEMENT** ("Contract") is made and entered into by and between the State of Texas by and through the **Railroad Commission of Texas** ("Agency") and **Kramer Environmental Services, LLC** ("Contractor") (individually "Party" collectively "Parties"). The term "Parties" as used herein refers to the Agency and Contractor. This Contract is made and entered into with reference to the following facts:

## **INDUCEMENTS**

WHEREAS Agency requires the assistance of Contractor in carrying out its responsibilities; and

WHEREAS Contractor desires to provide environmental support services to Agency.

## **AGREEMENT**

Now, THEREFORE, in consideration of the inducements, covenants, agreements, and conditions herein contained, the Parties agree as follows:

### **Section 1**

#### **Purpose.**

**1.1.** The purpose of this Contract is for Contractor to provide substantive environmental support work assisting with language as presented by the Agency for incorporation into a legal format as applicable to and in addition to Rule 8 and Rule 4 as described in Addendum A.

### **Section 2**

#### **Contract Term.**

**2.1.** This Contract shall commence on the date of the last Party's signature and shall continue through December 31, 2022, ("Contract Term"), unless terminated earlier pursuant to Section 7 of this Contract. The Contract Term may not be extended except by written amendment pursuant to Section 9 of this Contract.

### **Section 3**

#### **Obligations of Contractor.**

**3.1. Duties.** Contractor will provide professional environmental services to the Agency as described in Addendum A. Contractor shall represent Agency with due professional care as required by applicable law and disciplinary rules.

**3.2. Staff.** Contractor is expected to perform valuable services for Agency, and the method and amount or rate of compensation are specified in Section 5 and Addendum B of this Contract. Contractor staff and employees are expected to perform work of a type commensurate with their professional title. Contractor agrees that any person employed or engaged by Contractor and who assists in performing the services agreed to herein shall not be considered employees or agents of Agency or the State of Texas.

**3.3. Public Information and Client Communications.** Contractor acknowledges that information created or exchanged in the course of representation of a governmental body may be subject to Texas Government Code Chapter 552 (Texas Public Information Act) and may be subject to required disclosure in a publicly accessible format pursuant to Texas Government Code §2252.907. Contractor will exercise professional judgment and care when creating documents or other media intended to be confidential or privileged attorney-client communications that may be subject to disclosure under the Public Information Act (e.g., invoices where incidental notation may tend to reveal privileged information). Contractor should mark confidential or privileged attorney-client communications as confidential. This subsection shall not be interpreted to limit Contractor's duty to provide full disclosure to Agency in Contractor's judgment to represent Agency with due professional care or as required by applicable law or disciplinary rules.

**3.4. Subcontracting Authority.** In the event Contractor determines it is necessary or expedient to subcontract for any of the performances herein, or in support of any of those performances, Contractor may

enter into such subcontract(s) after obtaining express written approval from Agency. If Contractor purports to enter into a subcontract without express written approval from Agency, the parties agree that such contract shall be voidable at the option of Agency, and that Contractor shall have no recourse against Agency or the State of Texas for any direct or indirect costs, damages, or any other expenses related to the subcontractor. For all subcontracts entered by Contractor, the Parties agree that all such subcontracts are subject to Section 4 (Liability), Subsection 5.2 (Reimbursement of Expenses), Subsection 5.3 (Subcontractor Payments), Subsection 6.2 (Subcontractor Invoices), and Subsection 6.4 (Supporting Documents; Right-to-Audit; Inspection of Records) of this Contract. Furthermore, if Contractor elects to enter into a subcontract for any environmental support services, then the Parties agree that the Agency shall not be liable to Contractor for any hourly rates or rate ranges greater than the highest hourly rate or rate range specified in Addendum B unless prior written approval is obtained from the Agency.

Contractor agrees to comply with all state and federal laws applicable to any subcontractors, including, but not limited to, laws regarding wages, taxes, insurance, historically underutilized businesses, and workers' compensation.

In no event shall this section or any other provision of this Contract be construed as relieving Contractor of the responsibility for ensuring that all performances rendered under this Contract, and any subcontracts thereto, are rendered in compliance with all terms of this Contract.

## **Section 4**

### **Liability.**

**4.1. Limitation of Liability.** The Parties stipulate and agree that the State of Texas and Agency's total liability to Contractor, including consideration for the full, satisfactory, and timely performance of all its duties, responsibilities, and obligations, and for reimbursement of all expenses, if any, as set forth in this Contract or other liability arising out of any performance herein shall not exceed: **TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00)** for the Contract Term.

The Parties stipulate and agree that any act, action, or representation by either party, their agents or employees that purport to increase the liability of the State of Texas or Agency is voidable unless this Contract is amended in writing to modify this limitation of liability. Contractor agrees that the State of Texas and its agencies (other than Agency) shall have no liability arising out of this Contract or the performances of this Contract to Contractor.

**4.2. Subject to Appropriation.** The Parties acknowledge and agree that nothing in this Contract will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to the Agency.

## **Section 5**

### **Compensation/Expenses.**

**5.1. Fees to Contractor.** Subject to Title 1, Chapter 57 of the Texas Administrative Code, Agency agrees to pay Contractor in consideration of full and satisfactory performance of the environmental services under this Contract. Contractor agrees to the fee schedule as described in Addendum B.

**5.1.1. Reimbursement of Expenses.** Agency will reimburse Contractor for actual expenses incurred in the performance of the services described in Addendum A if such expenses are reasonable and either necessary or advisable. Contractor must provide copies of original receipts as evidence of actual expenditures. Limitations on the amount and type of reimbursement include:

**5.1.2. Mileage.** Agency will reimburse Contractor for reasonable and necessary travel mileage at the per mile rate posted on the Texas Mileage Guide adopted under Section 660.043 of the Texas Government Code. The Texas Mileage Guide is currently available on the Comptroller of Public Accounts' website at: <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php> (as of February 1, 2021).

**5.1.3. Meals.** Agency will reimburse Contractor for reasonable and necessary meal expenses at the current state per diem rate or actual expenses, whichever is less, for each day requiring overnight travel. Agency will not reimburse Contractor for the purchase of alcohol.

**5.1.4. Airfare.** Airfare will be reimbursed at the lesser amount of the actual expense or the regular published rates for airfares for commercial airlines. Agency will not reimburse Contractor for expenses relating to first-class airfare which includes first or business-class airfare or any other expense related to premium or preferred airfare benefits.

**5.1.5. Other Reimbursable Expenses.** Agency will reimburse the actual cost for other expenses

if Contractor provides a reasonable and sufficient explanation of the nature and purpose of the charge, and the charge is reasonable and either necessary or advisable to the provision of environmental services.

**5.1.6. Gratuity.** Agency will not reimburse Contractor for tips or gratuities.

**5.1.7. No Mark-up.** Contractor will only be reimbursed for actual expenses. Contractor shall not be reimbursed for any mark-up or other overhead costs.

**5.2. Subcontractor Payments.** Subject to Agency's prior approval, Agency will reimburse Contractor for the actual, reasonable, and necessary expenses relating to Contractor's use of subcontractors. Contractor shall be responsible for any payments and other claims due to subcontractors for work performed under this Contract. Contractor, in subcontracting for any performances or in support of any of the performances specified herein (e.g., expert services, and other services), expressly understands and agrees that Agency shall not be directly liable in any manner to Contractor's subcontractor(s).

**5.3. Environmental Rules and Regulations Research.** Agency may reimburse Contractor for its reasonable and necessary expenses relating to environmental rules and regulations research, including online rules and regulations research. While Agency should be paying Contractor to apply the knowledge and expertise for which it was hired, and not paying Contractor to obtain that knowledge through extensive rules and regulations research, Agency understands that situations arise that justify extensive research on how best to proceed in order to achieve a desired result. Therefore, the need for extensive rules and regulations research will be addressed on a case-by-case basis by Contractor and Agency.

**5.4. Administrative Staff/Clerks.** Agency will only pay for substantive environmental support work performed by Contractor or other qualified personnel, regardless of the job title or classification applicable to such individual. For purposes of this agreement, "substantive environmental support work" has the meaning as defined in Section 1.1 of this Agreement. Agency will not pay for administrative staff, such as secretarial support, and accounting and billing clerks, for activities including but not limited to the following: overtime, administrative tasks, preparation of billing, invoice review, budget preparation, and communications regarding same or any other accounting matter. The Agency cannot approve payment of any invoice if Agency determines, in its sole discretion, that the invoice includes a request for payment for services or expenses incurred that are administrative, clerical, or any other form of services other than substantive environmental support work.

**5.5. Training.** Agency will not pay for the education or training of Contractor, or other staff of Contractor including assigning such staff on a transient basis to an Agency matter.

## **Section 6**

### **Invoices for Payment.**

**6.1. General.** Contractor agrees to abide by the administrative rules governing the submission, review, and approval of invoices found at 1 Texas Administrative Code Chapter 57. Contractor understands and agrees that no invoice shall seek reimbursement for services performed or expenses incurred in violation of the provisions of this Contract. Contractor further understands and agrees Agency cannot approve payment of any invoice if Agency determines, in its sole discretion, that the invoice includes a request for payment for services or expenses incurred that are prohibited by this Contract.

**6.1.1. Billing Period.** The billing period is the interval (ex. weekly) which determines the frequency Contractor will submit invoices to the Agency. The billing period for this Contract is specified in Addendum B.

**6.1.2. Billable Time.** Agency will only pay for the services of individuals covered in Addendum B. All times must be billed in one-tenth hour or one-quarter hour increments and must reflect only actual time spent. Tasks referencing correspondence and filings must describe the document received or authored. Agency expects to be billed for the actual time it takes to modify standardized forms, rules and regulations, and/or correspondence for use on the matter being billed. Agency will not reimburse Contractor for the time it originally took to prepare any such standardized documents. Agency will not pay for review, execution, and processing of the Contract and submission of invoices.

**6.1.3. Submission of Invoices.** Contractor must submit invoices to Agency by email at:

[invoices@rrc.texas.gov](mailto:invoices@rrc.texas.gov) and [valerie.wilcox@rrc.texas.gov](mailto:valerie.wilcox@rrc.texas.gov).

**6.2. Subcontractor Invoices.** Subcontractor(s) shall directly invoice Contractor, and Contractor shall then invoice Agency for the work performed. The actual work performed by subcontractor shall be specifically identified in the invoice supported by attached documentation.

**6.3. Prompt Payment.** Payments to Contractor by Agency under this Contract shall comply with Texas Government Code Chapters 402 and 2251 and 34 Texas Administrative Code Chapter 20, Subchapter D. Contractor agrees that this Contract shall serve as notice that invoices are automatically in error for purposes of Texas Government Code Chapters 402 and 2251 and 34 Texas Administrative Code Chapter 20, Subchapter D, until Agency has approved the payment of such invoice.

**Supporting Documents, Right-to-Audit, Inspection of Records.**

**6.3.1, Duty to Maintain Records.** Contractor shall maintain adequate records to support its charges, procedures, and performances to Agency for all work related to this Contract. Contractor shall also maintain such records as are deemed necessary by Agency, OAG, the State Auditor's Office, or federal auditors if federal funds are used to pay Contractor, to ensure proper accounting for all costs and performances related to this Contract.

**6.3.2. Records Retention.** Contractor shall retain, for a period of at least seven (7) years after the later of (1) the expiration or termination of this Contract or (2) the resolution of all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving this Contract, such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**6.3.3. Inspection of Records and Right to Audit,** Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all information related to the State's property, services performed, and charges, such as work papers, reports, books, data, files, software, records, and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by Agency, the State of Texas, or their authorized representatives. Contractor shall cooperate with auditors and other authorized Agency and State of Texas representatives and shall provide them with prompt access to all such State property as requested by Agency or the State of Texas.

**6.3.4. State Auditor.** In addition to and without limitation on the other audit provisions of this Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee Contractor or any other entity or person that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Contractor related to this Contract.

## **Section 7**

**Termination.**

**7.1. Convenience of the State.** The Agency has the right to terminate this Contract, in whole or in part, without penalty, by notifying Contractor at least thirty (30) business day written notice of such termination prior to the effective date of such termination. Such notification of termination shall state the effective date of termination. In the event of such termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all services immediately, except such services that are necessary to wind-up, in a cost-effective manner, all services being provided. Subject to Section 4 of this Contract, Agency shall be liable for payments for all services performed under this Contract to the effective date of termination, plus any necessary services to cost effectively wind-up.

**7.2. Cause/Default.** In the event that Contractor commits a material breach of this Contract, Agency may, upon five (5) business day written notice to Contractor, immediately terminate all or any part of this Contract. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under this Contract.

**7.3. Rights Upon Termination or Expiration.** Upon expiration or termination of this Contract for any

reason, Contractor shall immediately transfer to Agency all information and associated work products prepared by Contractor or otherwise prepared for Agency pursuant to this Contract, in whatever form such information and work products may exist, to the extent requested by Agency. At no additional cost to Contractor and in any manner, Agency deems appropriate in its sole discretion, Agency is granted the unrestricted right to use, copy, modify, prepare derivative works from, publish, and distribute any component of the information, work product, or other deliverable made the subject of this Contract.

**7.4. Remedies.** Notwithstanding any exercise by Agency of its rights of early termination, Contractor shall not be relieved of any liability to Agency for damages due to Agency by virtue of any breach of this Contract by Contractor or for amounts otherwise due Agency by Contractor.

**7.5. Termination by Contractor.** Contractor may terminate this Contract upon five (5) business day notice for material breach by Agency.

## **Section 8**

**Certifications of Contractor.** By agreeing to and signing this Contract, Contractor hereby represents and warrants that it is in compliance with all terms and conditions set forth in Addendum C, Statements and Covenants.

## **Section 9**

### **General Terms and Conditions.**

**9.1. Independent Contractor.** Contractor agrees and acknowledges that during the Contract Term, Contractor and Contractor's subcontractors are independent contractors of Agency or the State of Texas and are not employees of Agency or the State of Texas.

**9.1.1.** Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, subcontractors, and representatives in the performance of this Contract.

**9.1.2.** Contractor agrees and acknowledges that during the Contract Term, Contractor shall be entirely responsible for the liability and payment for Contractor or Contractor's employees or assistants, of all taxes of whatever kind, arising out of the performances in this Contract. Other than the payments described in this Contract, Contractor agrees and acknowledges that Contractor or Contractor's employees or assistants shall not be entitled to any State benefit on account of the services provided hereunder. Agency shall not be liable to Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation, or any benefit due to a state employee. If Agency or the State of Texas shall nonetheless become liable for such payments or obligations, Contractor shall promptly pay or reimburse Agency or the State of Texas for such liability or obligation.

**9.2. Assignment of Contract.** Contractor may not assign this Contract or assign any right or delegate any duty under this Contract, without prior written approval from the Agency.

**9.3. Survival.** The obligations of Contract under the following sections and subsections shall survive the termination or expiration of this Contract: 3.3, 4, 5, 6.4, 7.1, 7.3, 7.4, 8.8, 9.7, 9.8, 9.11, and 9.13.

**9.4. Copyright/Intellectual Property.** Contractor shall take reasonable measures to protect Agency from material risks of Agency liability known to Contractor for any copyright or patent infringement or disclosure of trade secrets resulting from the use of any equipment, materials, information, or ideas furnished by Contractor pursuant to this Contract (other than equipment, materials, information, or ideas supplied or required by Agency or its employees or other agents). Contractor and Agency agree to furnish timely written notice to each other of any claim of copyright, patent, trade secret, or other intellectual property infringement arising out of services under this Contract.

**9.5. Media Releases or Pronouncements.** Contractor understands that the Agency does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, agents, or subcontractors may not participate in any media event or issue any media release, advertisement, publication, editorial, article, or public pronouncement that pertains to this Contract or the services or project to which this Contract relates or

that mentions the Agency without the prior written approval of the Agency.

**9.6. Written Notice Delivery.** Any notice required or permitted to be given under this Contract by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this subsection, or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

**9.6.1. Contractor's Address.** The addresses for Contractor for all purposes under this Contract and for all notices hereunder shall be:

**Notice by US Mail**

**Kramer Environmental Services, LLC  
PO Box 468  
Rocksprings, Texas 78880  
Attention: Lawrence J. Kramer  
kramergreen1122@gmail.com**

**Notice by Delivery Service**

**Kramer Environmental Services, LLC  
2516 SD 45690  
Rocksprings, Texas 78880  
Attention: Lawrence J. Kramer  
kramergreen1122@gmail.com**

**9.6.2. Agency's Address.** The addresses for the Agency for all purposes under this Contract, except as provided by Section 6, and for all notices hereunder shall be:

**Notice by US Mail**

**Railroad Commission of Texas  
Office of General Counsel  
PO Box 12967  
Austin, TX 78711-2967**

**Notice by Delivery Service**

**Railroad Commission of Texas  
Office of General Counsel  
1701 N. Congress Ave.12th floor  
Austin, TX 78701**

**9.7. Dispute Resolution.**

**9.7.1.** The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used, as further described herein, by Agency and by Contractor to attempt to resolve any claim for breach of this Contract made by Contractor.

**9.7.2.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code Chapter 2260, Subchapter B. To initiate the process, Contractor shall submit written notice, as required by Subchapter B, to the Agency's contact. Said notice shall specifically state that the provisions of Texas Government Code Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and Agency otherwise entitled to notice under this Contract. Compliance by Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code Chapter 2260, Subchapter C.

**9.7.3.** The contested case process provided in Texas Government Code Chapter 2260, Subchapter C is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by Agency or the State of Texas if the Parties are unable to resolve their disputes under Section 9.7.2 of this Contract.

**9.7.4.** Compliance with the contested case process provided in Texas Government Code Chapter 2260, Subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Texas Civil - Practices and Remedies Code Chapter 107. Neither the execution of this Contract by Agency nor any other conduct of any representative of Agency relating to this Contract shall be considered a waiver of sovereign immunity.

**9.7.5.** The submission, processing, and resolution of Contractor's claim is governed by the published rules, if any. If no Agency rules have been published, then Title 1 Texas Administrative Code Chapter 68, pursuant to Texas Government Code Chapter 2260, as currently effective, hereafter enacted, or subsequently amended, shall govern.

**9.8. Taxes.** This Contract shall not be construed to supersede the laws of the United States or the State of Texas that accord the State of Texas, Agency, and all departments, agencies, and instrumentalities of the State of Texas exemptions from the payment(s) of all taxes of whatever kind. More specifically, Agency shall not directly or indirectly be liable for taxes of any kind. To the extent allowed by law, Agency will provide, upon the request of Contractor during this Contract Term, all applicable tax exemption documentation.

**9.9. Signatories.** Having agreed to the terms herein, the undersigned signatories hereby represent and warrant that they have authority to enter into this Contract and are acting in their official capacities.

**9.10. Applicable Law and Venue.** This Contract is made and entered into in the State of Texas, and this Contract and all disputes arising out of or relating to this Contract shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Contractor agrees that the Agency and/or the State of Texas do not waive any immunity (including, without limitation, state or federal sovereign immunity). Contractor further agrees that any properly allowed litigation arising out of or in any way relating to this Contract shall be commenced exclusively in a court of competent jurisdiction in Travis County, Texas. Contractor thus hereby irrevocably and unconditionally consents to the exclusive jurisdiction of a court of competent jurisdiction in Travis County, Texas for the purpose of prosecuting and/or defending such litigation. Contractor hereby waives and agrees not to assert: (a) that Contractor is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action or proceeding is improper, or (d) any other challenge to jurisdiction or venue binding on both parties. Any provision that is held to be void or unenforceable will be interpreted by the Parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the purpose of this Contract. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this Contract.

**9.11. Amendments.** This Contract, including addenda hereto, may be amended only upon written agreement signed by both Parties.

**9.12. Severability/Interpretation.** The fact that a particular provision in this Contract is held under any applicable law to be void or unenforceable in no way affects the validity of other provisions, and this Contract will continue to be binding on both parties. Any provision that is held to be void or unenforceable will be interpreted by the Parties or the courts to be replaced with language that is as close as possible to the intent of the original provision so as to effectuate the purpose of this Contract. Any ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of this Contract.

**9.13. Additional Terms.** Any additional terms agreed to by Contractor and Agency shall be electronically appended. These terms shall not be inconsistent with or contrary to the Contract terms listed above, and nothing in these additional terms or conditions shall remove or modify terms contained in Sections 1-9. In the event of any conflict, ambiguity, or inconsistency between any additional terms and conditions appended electronically hereto and Sections 1-9 of this Contract, Sections 1-9 shall take precedence and control.

**EXECUTION SIGNATURES.** The Parties agree the Contract and any written Amendments thereto necessary for the consumption of the transaction contemplated by the Contract may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

**IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT.**

**Railroad Commission of Texas**

**Kramer Environmental Services, LLC**

DocuSigned by:  
*Wei Wang* 3/7/2022  
A390E7879B01144

DocuSigned by:  
*Lawrence Kramer* 3/7/2022  
884691779DF341B...

**Wei Wang,**  
**Executive Director**

**Lawrence J. Kramer,**  
**President**

**Date of Execution:** \_\_\_\_\_

**Date of Execution:** \_\_\_\_\_

**RAILROAD COMMISSION OF TEXAS**  
**ADDENDUM A**  
**ENVIRONMENTAL SERVICES**  
**Contract No. 455-22-1024**

The Environmental Services provided may include, but are not limited to the following:

- Provide substantive environmental support work assisting with language as presented and directed by the Agency Point of Contact, Leslie Savage, for incorporation into a legal format as applicable to and in addition to 16 Texas Administrative Code §3.8 and 16 Texas Administrative Code Chapter 4.
- Review materials, rules, and regulations from adjacent state agencies related to or similar to 16 Texas Administrative Code §3.8 and 16 Texas Administrative Code Chapter 4 as directed by the Agency Point of Contact, Leslie Savage.



**RAILROAD COMMISSION OF TEXAS**

**ADDENDUM B – RATES**

**ENVIRONMENTAL SERVICES**

**Contract No. 455-22-1024**

**1. Lead Environmental Contractor:** Lead Environmental Contractor name is as follows:

**1.1 Lead Environmental Contractor:** Lawrence J. Kramer

**2. Job Classifications and billing rates.** Contractor represents the rates below shall apply throughout the term of the Contract.

<b><u>Job Classification</u></b>	<b><u>Hourly Rate</u></b>
Lead Environmental Services Provider	\$145 per hour

**3. Reimbursable Expenses.** Agency will reimburse Contractor for actual expenses incurred in the performance of the environmental services described in this Addendum A, if such expenses are reasonable and either necessary or advisable. Contractor must provide copies of original receipts as evidence of actual expenditures. Limitations on the amount and type of reimbursement are included in Section 5 of the Contract. No. 455-22-1024.

**4. Billing Period/Not to Exceed:** The billing period for this Contract shall be Weekly. The total fees and expenses **shall not exceed TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00).**

**RAILROAD COMMISSION OF TEXAS**  
**ADDENDUM C – Statements and Covenants**  
**ENVIRONMENTAL SERVICES**  
**Contract No. 455-22-1024**

Vendor makes and agrees to the following certifications, covenants, representations, statements, and warranties, as applicable:

1. The provisions of RRC Contract No. 455-22-1024 apply to Vendor and all of Vendor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in the SOW or any contract resulting from it.
2. Vendor intends to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Vendor's Response and notwithstanding any other provision of the SOW or the Contract to the contrary, Vendor warrants and guarantees that all services will meet all specifications of the Contract.
3. Vendor's prices include all costs of Vendor in providing the requested items that meet all specifications of the SOW, and Vendor's prices will remain firm for acceptance for through the Contract Term.
4. Each of Vendor's employees, including replacement employees hired in the future, will possess the qualifications, education, training, experience, and certifications required to perform the Services in the manner required by the SOW.
5. Vendor represents and warrants that Vendor's provision of goods or services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code §2155.003, Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Vendor represents and warrants that RRC's payments to Vendor and Vendor's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§556.005 or 556.0055.
8. Vendor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171. In addition, if Vendor is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies:

Vendor certifies that it holds a permit issued by the Texas Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas, or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.
9. Vendor represents and warrants that Vendor shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Vendor and Vendor's employees. RRC shall not be liable for any taxes resulting from this Contract.
10. Vendor represents and warrants that in accordance with Texas Government Code §2155.005, neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Vendor.
11. By submitting a Response, Vendor represents and warrants that the individual submitting this Vendor's Statements and Covenants and the documents made part of the Response is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of the Response.
12. Vendor certifies that if a Texas address is shown as the address of the Vendor within the Response, Vendor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
13. Under Texas Family Code §231.006, regarding child support, Vendor certifies that the individual or business entity named in the Response and any Contract resulting from Vendor's Response to the SOW is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, pursuant to Texas Family Code §231.006, in event of Contract award, Vendor agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or greater ownership interest in the business entity.
14. Under Texas Government Code §669.003, Vendor certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC.

15. Vendor has not been the subject of allegations of deceptive trade practices violations under Texas Business and Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and Vendor has not been found to be liable for such practices in such proceedings.
16. Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
17. In accordance with Texas Government Code §2155.4441, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
18. Pursuant to Texas Government Code §2271.002, Vendor certifies that either (i) it meets an exemption criterion under Texas Government Code §2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. **Vendor shall state in its Response any facts that make it exempt from the boycott certification.**
19. Pursuant to Texas Government Code §2272.003, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2272.002; or (ii) it is not an abortion provider or an affiliate of an abortion provider during the term of the Contract resulting from this solicitation.
20. Pursuant to Texas Government Code §2274.002 as added by SB 13 (87R), Respondent certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
21. Pursuant to Texas Government Code §2274.002 as added by SB 19 (87R), Respondent certifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
22. Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.
23. Vendor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
24. If Vendor is submitting a Response for the purchase or lease of computer equipment, then Vendor hereby certifies its compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, and Texas Commission on Environmental Quality rules in 30 Texas Administrative Code Chapter 328.
25. Vendor shall ensure that any Vendor employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Texas Government Code §2054.519. Such training is required to occur during the contract term and any renewal period, if applicable. Vendor shall provide RRC with verification of the completion of the requisite training.
26. Within the five (5) calendar years immediately preceding the submission of Vendor's Response, Vendor is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Vendor that would or could impair Vendor's performance under any contract resulting from the SOW, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Vendor's Response. If Vendor is unable to make such representation and warranty, Vendor instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Vendor's performance under any contract resulting from the SOW, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of Vendor's Response. In addition, Vendor represents and warrants that it shall notify RRC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update RRC shall constitute breach of contract and may result in immediate termination of any agreement resulting from the SOW.
27. Vendor and each of Vendor's subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of RRC's objectives.
28. Neither Vendor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, identified in the Response has been convicted of a felony criminal offense, or that if such a conviction has occurred Vendor has fully advised RRC of the facts and circumstances in its Response.
29. Vendor has read and agrees to all terms and conditions of the SOW, unless Vendor specifically takes an exception and offers an alternative provision in Vendor's Response.
30. Pursuant to Texas Government Code §572.069, Vendor warrants and certifies Vendor will not employ any former RRC officer or employee, who in any manner participated in the procurement or Contract negotiation of the SOW, before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

31. Vendor shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or position relative to the provision of services under the Contract, as well as their hire or contract date. Vendor shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State. Failure to fully disclose the information required under this paragraph may result in disqualification of Vendor's Vendor or termination of the Contract.
32. As applicable, prior to submitting the signed Contract to RRC, Vendor shall comply with Texas Government Code §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission (TEC) portal ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)), reviewing the instructional video, creating a username and password, and completing and electronically filing with the TEC the "Certificate of Interested Parties".
33. Vendor certifies that for contracts for services Vendor shall utilize the [U.S. Department of Homeland Security's E-Verify system](#) during the term of the Contract to determine the eligibility of:
  - a) All persons employed to perform duties within Texas; and
  - b) All persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract, within the United States of America.

If it is determined that Vendor has violated the certification set forth in this section, the (1) Vendor shall be in breach of the Contract, (2) RRC shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to RRC under the Contract, Vendor shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated Contract.

34. Vendor acknowledges and agrees that, to the extent Vendor owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Vendor is otherwise owed under the contract may be applied toward any debt Vendor owes the State of Texas until the debt is paid in full. These provisions are effective at any time Vendor owes any such debt or delinquency.
35. In accordance with Texas Government Code §552.372, Vendor agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to RRC for the duration of the Contract, (2) promptly provide to RRC any contracting information related to the Contract that is in the custody or possession of the Vendor on request of RRC, and (3) on termination or expiration of the Contract, either provide at no cost to RRC all contracting information related to the Contract that is in the custody or possession of the Vendor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to RRC. Except as provided by Texas Government Code §552.374(c), the requirements of Texas Government Code Chapter 552, Subchapter J, may apply to the Contract and the Vendor agrees that the Contract can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
36. Pursuant to Texas Government Code §§2155.004, 2155.006, 2155.0061, and 2261.053, Vendor certifies that the individual or business entity named in the Response is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld, if this certification is inaccurate.
37. Vendor currently is, and for the Contract term duration shall remain, in compliance with the requirements of 42 U.S.C. Ch. 126, §12101, et. seq., the Americans With Disabilities Act, and its implementing regulations, as each may be amended.
38. Vendor currently is, and for the Contract term duration shall remain, in compliance with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and shall maintain a drug-free work environment. The final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is fully incorporated by reference and shall constitute part of the Contract, and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
39. Vendor agrees Vendor shall comply with all applicable provisions found within 41 CFR §60-1.4, related to Equal Employment Opportunity. Applicable provisions include, but are not limited to, the following: Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age.
40. Vendor represents and warrants that all articles and services provided by Vendor and Vendor's subcontractors under the Contract shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15), state, local, and industry related statutes, rules, regulations, and codes.

41. Vendor represents and warrants that Vendor currently does, and for the Contract term duration shall, comply with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments; additionally, Vendor shall not place any Vendor's employee at a worksite and Vendor shall not permit any Vendor employee, or any employee of Vendor's subcontractor to perform any work on behalf of or for the benefit of the State of Texas and/or RRC without first ensuring the employee's authorization to lawfully work in the United States.
42. Vendor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Contractor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the U. S. General Services Administration.
43. Vendor represents and warrants that all statements and information prepared and submitted in this document and Vendor's Response are current, complete, true, and accurate. Submitting a Response with a false statement, and/or material misrepresentations made during the performance of a Contract, are a material breach of the Contract and may void Vendor's Response and the Contract if awarded.
44. Vendor certifies that it shall comply at all times with the state risk and authorization management program in Section 2054.0593 of the Texas Government Code as applicable.