

**AMENDMENT NO. 5**  
**CONTRACT NO. 455-20-1036J FOR**  
**STATEWIDE SITE REMEDIATION AND RELATED SERVICES**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**OS & S OPERATING, INC.**

**THIS AMENDMENT NO. 5** to Contract No. 455-20-1036J (“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 OS & S Operating, Inc. (“Contractor”), located at 1305 S. Bailey, Electra, Texas 76360 (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 26, 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 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 FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$500,000.00) to FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00), as approved by the Executive Director on August 26, 2021.

**WHEREAS,** on October 13, 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 FIVE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$550,000.00) to SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$625,000.00), as approved by the Executive Director on October 13, 2021.

**WHEREAS,** on July 22, 2022, the Parties executed **Amendment No. 3** to the Contract to modify section **2.01. Contract Award.**, subparagraph (a.) to exercise renewal option two (2) 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 SIX HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$625,000.00) to SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$700,000.00), as approved by the Executive Director on July 22, 2022.

**WHEREAS,** on October 27, 2022, 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 SEVEN HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$700,000.00) to EIGHT HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$825,000.00), as approved by the Executive Director on October 27, 2022.

**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 November 3, 2020, through August 31, 2024 (reflecting the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in RFQ No. 455-20-1036 Part III and/or section **2.02 TERMINATION.**, set forth below.”

- 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 **NINE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$925,000.00)**, the total of which includes the current NTE amount of **EIGHT HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$825,000.00)** plus the addition of **ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00)**, 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 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. 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: 8/1/2023

**OS & S OPERATING, INC.**

DocuSigned by:  
*Scott Strange*  
Scott Strange  
President

Date of Execution: 7/31/2023

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