

AMENDMENT NO. 3
CONTRACT NO. 455-25-1016B FOR
PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
KLEINFELDER, INC.

THIS AMENDMENT NO. 3 to Contract No. 455-25-1016B ("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 Kleinfelder, Inc. ("Contractor"), located at 12000 Aerospace Avenue, Suite 450 Houston, Texas 77034 (individually "Party"; collectively "Parties").

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

WHEREAS, on December 9, 2025, 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 FIVE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$562,800.00) to SEVEN HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$762,800.00), as approved by RRC Commissioners on November 18, 2025.

WHEREAS, on March 17, 2026, 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 SEVEN HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$762,800.00) to EIGHT HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$887,800.00), as approved by RRC Commissioners on February 24, 2026.

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 October 23, 2025, through August 31, 2027 (the initial term of the Contract plus the exercised optional renewal term one of three; collectively, "Contract Term") unless terminated earlier as provided in RFQ No. 455-25-1016 Attachment 6 **Terms and Conditions** 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 two (2) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms as set forth below:

- Second Optional Renewal Term: September 1, 2027 – August 31, 2028
- Third Optional Renewal Term: September 1, 2028 – August 31, 2029"

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 **ONE MILLION TWO HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$1,287,800.00)**, the total of which includes the current NTE amount of **EIGHT HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$887,800.00)**, plus the addition of **FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$400,000.00)**, as approved by the Commissioners on May 12,

2026.”

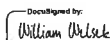
Except as expressly amended above, all provisions of the Contract, as amended, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 3; then Amendment No. 2; then Amendment No. 1; and then the original Contract 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

KLEINFELDER, INC.



Decollated by:


Wei Wang
Executive Director

William P. Welsek
Vice President

Date of Execution: 8.11.26

Date of Execution: 8/7/2026

RRC use only below this line.

Division Director: 	Date: <u>8/3/2026</u>
Chief Administrative Officer: 	Date: <u>8/3/2026</u>
Director of Operations: 	Date: <u>8/2/2026</u>
Office of General Counsel: 	Date: <u>8/3/2026</u>