

AMENDMENT NO. 6
CONTRACT NO. 455-20-1036A FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS
AND
ETECH ENVIRONMENTAL & SAFETY SOLUTIONS, INC.

THIS AMENDMENT NO. 6 to Contract No. 455-20-1036A (“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 ETECH Environmental & Safety Solutions, Inc. (“Contractor”), located at 13000 W County Road 100 Odessa, Texas 79765 (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 30, 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 ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) to ONE MILLION SEVEN HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$1,790,000.00), as approved by the Executive Director on August 30, 2021.

WHEREAS, on October 22, 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 ONE MILLION SEVEN HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$1,790,000.00) to TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,100,000.00), as approved by the Executive Director on October 22, 2021.

WHEREAS, on December 15, 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 TWO MILLION ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,100,000.00) to TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,400,000.00), as approved by the Executive Director on December 15, 2021.

WHEREAS, on March 11, 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 TWO MILLION FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,400,000.00) to TWO MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$2,627,300.00), as approved by the Executive Director on March 11, 2022.

WHEREAS, on May 2, 2022, the Parties executed **Amendment No. 5** to the Contract to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from TWO MILLION SIX HUNDRED TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS (\$2,627,300.00) to TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$2,817,575.00), as approved by the Executive Director on May 2, 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 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 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.

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 terms remaining of the original three (3) one-year renewal terms.

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, the Termination provisions of the Contract Documents shall apply.”

II. **SECTION 3.01. CONTRACT LIMIT AND 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 **THREE MILLION ONE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$3,117,575.00)**, the total of which includes the current NTE amount of **TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS (\$2,817,575.00)** plus the addition of **THREE HUNDRED DOLLARS AND ZERO CENTS (\$300,000.00)**, as approved by the Executive Director effective as of the date executed by the parties in this Amendment No.6.”

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.6; then 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.6 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

ETECH ENVIRONMENTAL & SAFETY SOLUTIONS, INC.

DocuSigned by:
Wei Wang
Wei Wang
Executive Director

DocuSigned by:
Tim McMinn
Tim McMinn
Vice President

Date of Execution: 7/13/2022

Date of Execution: 7/13/2022

RRC use only below this line.
Division Director: DS 7/7/2022
Chief Operating Officer: RC 7/6/2022

Director of Operations: ^{DS}tl 7/6/2022
Office of General Counsel: ^{DS}DS 7/6/2022