

AMENDMENT NO. 1
CONTRACT NO. 455-23-1017A FOR
STATEWIDE LAB TESTING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
SAN ANTONIO TESTING LABORATORY, LLC

THIS AMENDMENT NO. 1 to Contract No. 455-23-1017A (“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 San Antonio Testing Laboratory, LLC (“Vendor”), located at 1610 S. Laredo Street, San Antonio, Texas 78207 (individually “Party”; collectively “Parties”).

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

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 August 23, 2023, through August 31, 2025 (the initial term of the Contract plus the exercised optional renewal term one of three; collectively, “Contract Term”) unless terminated earlier as provided in RFP No. 455-23-1017 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 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, 2025 - August 31, 2026
- Third Optional Renewal Term: September 1, 2026 – August 31, 2027”

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 HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS (\$130,000.00)**, the total of which includes the current NTE amount of **SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00)** plus the addition of **SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00)**, as approved by the Commissioners on August 15, 2024.”

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.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.1 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

**SAN ANTONIO TESTING LABORATORY,
LLC**

DocuSigned by:
Theresa Lopez, Director of Operations
14539531636E43C...
Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director
Date of Execution: 8/20/2024

DocuSigned by:
MARCELA Gracia Hawk
AC819457EE5645D...
Marcela Gracia Hawk
President
Date of Execution: 8/20/2024

RRC use only below this line.
Division Director: *DS* Date: 8/16/2024
Chief Administrative Officer: *CS* Date: 8/16/2024
Director of Operations: *tl* Date: 8/16/2024
Office of General Counsel: *DS* Date: 8/16/2024