

AMENDMENT NO. 3
CONTRACT NO. 455-20-1036 FOR
STATEWIDE SITE REMEDIATION AND RELATED SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
USFS, LLC.

THIS AMENDMENT NO. 3 to Contract No. 455-20-1036 (“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 USFS, LLC. (“Contractor”), located at 24026 CR 3118, Winona, Texas 75792 (individually, “Party”; collectively, “Parties”).

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

WHEREAS, on June 17, 2021, 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 ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00) to THREE MILLION NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,980,500.00), through the Contract Term as approved by RRC Commissioners on September 1, 2020, and the Executive Director on June 17, 2021.

WHEREAS, on August 26, 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 THREE MILLION NINE HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$3,980,500.00) to SEVEN MILLION SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,780,500.00), through the Contract Term as approved by RRC Commissioners on August 24, 2021.

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 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 **TEN MILLION ONE HUNDRED FIVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$10,105,500.00)**, the total of which includes the current NTE amount of **SEVEN MILLION SEVEN HUNDRED EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,780,500.00)**, plus the addition of **TWO MILLION THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,325,000.00)**, as approved by RRC Commissioners on October 26, 2021.

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

USFS, LLC.

DocuSigned by:
Danny Somells
Wei Wang
Executive Director

DocuSigned by:
Barry Stem
Barry K. Stem Sr.
President

Date of Execution: 10/29/2021

Date of Execution 10/29/2021

RRC use only below this line
Div. Director: DS 10/29/2021
CM COO: RL 10/29/2021
Procurement and Contract Director: tl 10/29/2021
OGC: PS 10/29/2021