

AMENDMENT NO. 5
CONTRACT NO. 455-21-1025 FOR
PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
INCONTROL TECHNOLOGIES, LLC

THIS AMENDMENT NO. 5 to Contract No. 455-21-1025 (“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 InControl Technologies, LLC (“Contractor”), located at 14731 Pebble Bend Drive, Houston, Texas 77068 (individually “Party”; collectively “Parties”).

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

WHEREAS, on July 14, 2022, 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, 2023, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) to THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00), as approved by the Executive Director on July 14, 2022.

WHEREAS, on October 27, 2022, 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 HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00) to FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$425,000.00), as approved by the Executive Director on October 27, 2022.

WHEREAS, on July 27, 2023, 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, 2024, and to modify section **3.01. CONTRACT LIMIT, FEES AND EXPENSES.** changing the not-to-exceed amount of the Contract from FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$425,000.00) to FIVE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$587,500.00), as approved by the Commissioners on June 13, 2023

WHEREAS, on October 19, 2023, 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 FIVE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$587,500.00) to NINE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$907,500.00), as approved by the Commissioners on September 19, 2023.

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 August 31, 2021, through August 31, 2025 (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. 455-21-1025 Part III and/or section **2.02 TERMINATION.**”

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 SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,207,500.00)**, the total of which includes the current NTE amount **NINE HUNDRED SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$907,500.00)** plus the addition of **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000.00)**, as approved by the Commissioners on June 25, 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. 5; then Amendment No. 4; then Amendment No. 3; then Amendment No. 2; then Amendment No. 1; and then Contract No. 455-21-1025 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

INCONTROL TECHNOLOGIES, LLC

DocuSigned by:
Theresa Lopez, Director of Operations
14339531B38E43C...
Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director

DocuSigned by:
Angela Marcon
85F38044D1FA431...
Angela Marcon
President

Date of Execution: 8/2/2024

Date of Execution: 8/2/2024

RRC use only below this line.
Division Director: DS Date: 7/31/2024
Chief Administrative Officer: CS Date: 8/1/2024
Director of Operations: TL Date: 7/31/2024
Office of General Counsel: DS Date: 7/31/2024