

**MASTER SERVICE AGREEMENT CONTRACT
FOR
PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
TRC ENVIRONMENTAL CORPORATION**

The Railroad Commission of Texas (hereinafter referred to as "RRC"), a state agency located at 1701 N. Congress Ave., Austin, Texas 78701 and TRC Environmental Corporation (hereinafter referred to as "Contractor"), located at 505 East Huntland Drive, Suite 250 Austin, TX. 78752, enter into a contract agreement (hereinafter referred to as "Contract") for Professional Environmental Engineering Services pursuant to TEX. GOV'T CODE Chapters 2155, 2156 and 2254.

I. CONTRACTED SERVICES/CONTRACT DOCUMENTS.

1.01. SERVICE REQUIREMENTS. Qualified licensed engineering firm shall provide professional environmental engineering services to include; qualified personnel, knowledge, skills, abilities, organization, facilities, materials, supplies and equipment to fulfill all requirements under this contract. Services shall be performed in accordance with the following:

- a. Service Contract - RRC Contract No. 455-18-8654A;
- b. Exhibit A, RRC's Request for Proposal No. 455-18-8654A thereto including all associated Attachments, Appendices, and Addenda;
- c. Exhibit B, Contractor's Proposal response submitted as modified by responses to Contractor Questions and Best and Final Offer, if any;

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01. (b) through (c) are attached and hereby incorporated by reference and become part of the contract as if fully set forth.

1.03. ORDER OF PRECEDENCE. In interpreting this Contract and resolving any ambiguities, this Service Contract - RRC Contract No. 455-18-8654A shall take precedence over the Additional Documents (Section 1.01. (b) - (c) above), and any inconsistency among the documents shall be resolved in the order in which they are listed below:

- a. Executed Service Contract - Contract No. 455-18-8654A;
- b. Exhibit A, RRC's Request for Proposal No. 455-18-8654A (including all associated Attachments, Appendices, and Addenda);
- c. Exhibit B, Contractor's Proposal response submitted as modified by responses to Contractor Questions and Best and Final Offer, if any;

1.04. CONTRACT MONITOR.

- a. RRC shall designate a "Contract Monitor" for this Contract who will serve as the point of contact between RRC and the Contractor. The instructions of the RRC Contract Monitor ("or designated representative") are to be strictly and promptly followed by Contractor at all times. RRC's Contract

Monitor will decide any and all questions that may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of the work. RRC's Contract Monitor will determine the amount of work performed which are to be paid under the Contract. Failure of the RRC Contract Monitor during the progress of the Contract to discover or reject unacceptable work or work not performed in accordance with the Contract or to exercise any remedies shall not be deemed an acceptance or a waiver of RRC's right to full performance of the Contract. RRC's Contract Monitor does not have any express or implied authority to vary or amend the terms of the Contract or to waive strict performance of the terms or conditions of the Contract.

b. Contractor agrees to conduct all its services under this Contract by and through appropriate communications with the RRC Contract Monitor. No services shall be undertaken by Contractor except with the prior written direction of the RRC Contract Monitor. Contractor understands and agrees that services performed without the prior written direction of the RRC Contract Monitor is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

II. TERM.

2.01. CONTRACT AWARD.

a. This Contract shall be effective as of the date executed by the parties and shall continue through August 31, 2018 unless extended by the parties by amendment to this Contract or terminated earlier, as provided in Section 2.02 set forth below. RRC reserves the right to renew the contract for three (3) additional one (1) year terms.

(b.) Notwithstanding the termination or expiration of this contract, the provisions (if applicable) regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, tool development, limitation of distribution and warranties, will survive the termination or expiration dates of this Contract.

2.02. TERMINATION.

a. **Termination with Default.** RRC may terminate this Contract immediately for default by providing written notice to Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Contractor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the scope of work is significantly changed.

b. **Termination without Default.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice (the "Notice of Termination") to Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 4.2.22.2(c).

c. **Implementation of Termination.** Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as

may be necessary, as determined by RRC's Contract Monitor or his/her designated representative to preserve the work in progress. In the event of termination by RRC, RRC shall pay Contractor for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260.

III. CONSIDERATION.

3.01. CONTRACT LIMIT AND FEES AND EXPENSES. The total amount of fees to be paid under this Contract during the initial term must not exceed \$300,000.00

3.02. PAYMENTS TO CONTRACTOR.

a. Payments to Contractor, if any, will be made at the completion of a project under a Work Order and within thirty (30) days from receipt of a correct invoice or billing statement in accordance with the Texas Government Code, Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Contractor will be paid for completion of work accepted and approved by RRC's Contract Monitor or his/her designated representative.

b. Contractor shall invoice RRC for work performed. Contractor shall submit invoices as specified in the following Exhibit A, RRC's Request for Proposal No. 455-18-8654A, Section 4.2.21. Address for submission is: Railroad RRC of Texas, Accounting – Mail Code 108-3A, P.O. Box 12967, Austin, Texas 78711-9104; or by email: invoices@rrc.texas.gov

IV. STATE FUNDING.

4.01. STATE FUNDING. It is understood that all obligations of RRC hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

V. CONTRACTOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the required qualified personnel to properly fulfill all the terms and conditions of this Contract.

VI. NOTICES.

6.01. NOTICES.

a. Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed

to RRC or Contractor at the address set forth below:

For RRC:

Railroad Commission of Texas
Contract Management Administration
Division
1701 N. Congress Ave., P.O. Box 12967
Austin, Texas 78711-9104
Attention: Bill Dodson
Phone: 512-463-5881
Fax: 512-936-6402
Email: Bill.dodson@rrc.texas.gov

For Contractor:

TRC Environmental Corporation
505 East Huntland Drive, Suite 250
Austin, TX. 78701
Attention: Shannon Hoover
Phone: _____
Fax: _____
Email: _____

- b. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

VII. MISCELLANEOUS PROVISIONS.

7.01. GOVERNING LAW AND VENUE. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed per, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.**

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.03. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

7.04. SOVEREIGN IMMUNITY. The parties agree and acknowledge that nothing contained in Contractor's proposal response or this contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the state of Texas. RRC and the state of Texas

retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the state of Texas or otherwise available to RRC.

7.05. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

Pursuant to Texas Government Code §§2270.001-2270.002, relating to prohibition on contracts with companies boycotting Israel, Contractor certifies that Contractor:


- i. does not boycott Israel; and
- ii. will not boycott Israel during the term of the Contract.

7.06. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

7.07. ENTIRE CONTRACT & MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.


7.08. EXECUTION SIGNATURES. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective parties.

RAILROAD COMMISSION OF TEXAS

By: 
Wei Wang,
Interim Executive Director

Date of Execution: 3/7/18

CONTRACTOR: TRC ENVIRONMENTAL CORPORATION

By: 
By: Mark A. Kosberg
Title: Sr. Vice President

Date of Execution: 2/28/18

Div. Director: _____

CM Director: _____

OGC: 