

**AMENDMENT NO. 2**  
**MASTER SERVICE AGREEMENT**  
**CONTRACT NO. 455-18-8654 FOR**  
**PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES – STATEWIDE**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS**  
**AND**  
**TERRACON CONSULTANTS, INC.**

**THIS AMENDMENT NO. 2** is entered into by and between the Railroad Commission of Texas (“RRC”), a state agency located at 1701 N. Congress Ave., Austin, Texas and Terracon Consultants, Inc. (“Contractor”), located at 5307 Industrial Oaks Blvd., Suite 160 Austin, Texas (collectively, the “Parties”) to amend the Contract between the Parties (“Contract”).

**WHEREAS**, section **7.07**. of the Contract provides the Parties may amend the Contract through written agreement; and

**WHEREAS**, on August 30, 2018, the Parties executed **Amendment No. 1** to the Contract modifying subsection **2.01. CONTRACT AWARD.**, subparagraph (a.) to continue the Contract through August 31, 2019, through exercise of renewal option 1 of 3 and modifying subsection **3.01. CONTRACT LIMIT AND FEES AND EXPENSES.**, to change the not-to-exceed total amount of the Contract from THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00) to SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00) through the end of the first renewal term of the Contract, as approved by RRC Commissioners on August 21, 2018; removing numbering from the title of subsection **7.08. EXECUTION SIGNATURES**; and adding to the Contract, subsection **7.08. PROHIBITION ON CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS**; 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 further amend the Contract as follows:

I. Subsection **3.01. CONTRACT LIMIT AND FEES AND EXPENSES.**, (as amended through Amendment No. 1), the paragraph is deleted in its entirety and replaced with the following:

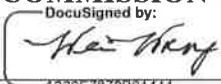
The total amount of fees to be paid under this Contract through the total Contract Term (initial term plus previously exercised renewal term, plus future exercised renewal terms and extended terms, if any; collectively “Contract Term”) must not exceed **ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00)**, the total of which includes the addition of FOUR HUNDRED THOUSAND DOLLARS AND NO CENTS (\$400,000.00) as approved by RRC Commissioners on September 18, 2018, plus the not-to-exceed total Contract amount of SIX HUNDRED THOUSAND DOLLARS AND NO CENTS (\$600,000.00), through the end of the first renewal term of the Contract. This Contract not-to-exceed amount may be changed only through written Amendment to the Contract, fully executed prior to expiration of the Contract Term current and existing prior to the Amendment.

Except as expressly amended above, all provisions of the Contract as amended through Amendment No. 1, 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. 2, then Amendment No. 1, and then the original Master Service

Agreement Contract in accordance with subsection **1.03. ORDER OF PRECEDENCE.**, therein.

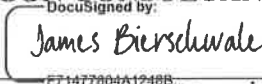
**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment No. 2 to this Contract to be effective as of the date of the last party to sign.

**RAILROAD COMMISSION OF TEXAS**

By:   
Wei Wang,  
Executive Director

Date of Execution: 3/6/2019


**TERRACON CONSULTANTS, INC.**


By:   
Printed Name: James Bierschwale  
Title: Vice President

Date of Execution: 3/1/2019

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RRC use only below this line.

Div. Director: 

CM Director: 

OGC:  (Approved as to form only)