

**AMENDMENT NO. 2
MASTER SERVICE AGREEMENT
CONTRACT NO. 455-18-8837 FOR
WELL PLUGGING AND RELATED SERVICES – KILGORE DISTRICT (05,06,6E)
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
WELL-PRO SERVICE, LP**

THIS AMENDMENT NO. 2 to Contract No. 455-18-8837 (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), a state agency located at 1701 N. Congress Ave., Austin, Texas and Well-Pro Service, LP (“Contractor”), located at 1907 E. Old Hwy 80, White Oak, Texas (individually “Party”; collectively, the “Parties”).

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

WHEREAS, on August 29, 2018, the Parties executed **Amendment No. 1** to the Contract to modify section **2.01. CONTRACT AWARD.**, subparagraph (a.), continuing the Contract through August 31, 2019, through exercise of renewal option 1 of 3, and to modify section **3.01. CONTRACT LIMIT AND FEES AND EXPENSES.**, changing the not-to-exceed amount of the Contract from ONE MILLION DOLLARS AND ZERO CENTS (\$1,000,000.00) to SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000.00) through the first renewal term of the Contract as approved by RRC Commissioners August 21, 2018; and to add sections **7.07. PROHIBITION ON CONTRACTING WITH COMPANIES THAT BOYCOTT ISRAEL**, and **7.08. PROHIBITION ON CONTRACTING WITH COMPANIES ENGAGED IN BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS;** and to modify section **7.07. EXECUTION SIGNATURES.** to be **EXECUTION SIGNATURES.;** and

WHEREAS, RRC identified a need to renew the Contract to ensure continuous agency well plugging operations in RRC Districts 05-06-6E, Kilgore; and

WHEREAS, on June 18, 2019, the RRC Commissioners approved to renew the Contract through exercise of renewal option 2 of 3, and approved to increase the not-to-exceed total amount of the Contract from SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000.00) to NINE MILLION DOLLARS AND ZERO CENTS (\$9,000,000.00); and

WHEREAS, the Parties desire to amend terms to their mutual benefit to reflect the changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

- I. **SECTION 2.01. CONTRACT AWARD.**, subparagraph (a.) (as amended through Amendment No. 1) is deleted in its entirety and replaced with the following:

This Contract shall be effective as of the date of the last Party’s signature to the original Contract and shall continue through August 31, 2020 (the initial term of the Contract plus two of three exercised optional renewal terms; collectively “Contract Term”), unless terminated earlier as provided in RFP No. 455-17-8837 Part IV and/or section **2.02. TERMINATION.**, set forth below.

Prior to expiration of the Contract Term RRC may renew this Contract for up to one (1) additional, one- (1) year optional renewal terms, through written Amendment to the Contract, fully executed prior to expiration of the Contract Term then in effect.

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

3.01. CONTRACT LIMIT AND FEES AND EXPENSES. The total amount of fees to be paid by RRC to Contractor through the Contract Term shall not exceed **NINE MILLION DOLLARS AND ZERO CENTS** (\$9,000,000.00), the total of which includes the addition of **THREE MILLION DOLLARS AND ZERO CENTS** (\$3,000,000.00) as approved by RRC Commissioners on June 18, 2019, plus the not-to-exceed total Contract amount of **SIX MILLION DOLLARS AND ZERO CENTS** (\$6,000,000.00) through the end of the first renewal term of the Contract.

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 section **1.03. ORDER OF PRECEDENCE.**, therein.

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

WELL-PRO SERVICE, LP


By: 
Wei Wang,
Executive Director


By: 
Printed Name:
Title:


Date of Execution: 8/29/2019

Date of Execution: 8/29/2019

RRC use only below ~~this line~~.

Div. Director: 

CM COO: 

OGC:  (Approved as to form only)