

**SUPPLEMENTAL AGREEMENT NO. 3 TO
ROAD AND RIGHT-OF-WAY MAINTENANCE AGREEMENT
OF SEPTEMBER 22, 2020
FOR
FORT BEND GRAND PARKWAY TOLL ROAD AUTHORITY**

THIS SUPPLEMENTAL AGREEMENT is made and entered into this 11th day of July, 2023, and modifies the ROAD AND RIGHT-OF-WAY MAINTENANCE AGREEMENT between Fort Bend Grand Parkway Toll Road Authority (the "Authority") and ISI Contracting Inc. (the "Contractor"), dated September 22, 2020, for professional services for the Fort Bend Grand Parkway Toll Road Authority.

The Agreement is hereby modified as follows:

1. In accordance with Section 5.04 of the Agreement, as amended hereby, the Authority hereby exercises the first of two options to renew the Agreement for one year from September 30, 2023, extending the time for the Contractors performance of the Services under this Agreement to September 30, 2024.

This Supplemental Agreement does not alter, modify, or otherwise change any part of the Agreement, except as specifically stated in this Supplemental Agreement.

[Remainder of page intentionally left blank.]

Supplemental Agreement No. 3
To Agreement of September 22, 2020

IN WITNESS WHEREOF, this Supplemental Agreement is hereby executed as of the date first set forth above.

FORT BEND GRAND PARKWAY TOLL ROAD
AUTHORITY, a local government Texas corporation

By: James D. Rice

Name: James D. Rice

Title: Chairman

ISI CONTRACTING, INC.

By: Mikel Peterson

Print Name: MIKEL PETERSON

Title: DIVISION MANAGER

EFFECTIVE DATE

THIS AGREEMENT IS EFFECTIVE ON THE DATE IT IS APPROVED BY THE FORT BEND COUNTY COMMISSIONERS COURT, AND IF NOT SO APPROVED SHALL BE NULL AND VOID.

DATE OF COMMISSIONERS COURT APPROVAL: _____

AGENDA ITEM NO.: _____

CONTRACTOR VERIFICATION STATEMENT

Reference is made to that certain Supplemental Agreement No. 3 ("Supplemental Agreement") to Agreement of September 22, 2020, for ROAD AND RIGHT-OF-WAY MAINTENANCE AGREEMENT between Fort Bend Grand Parkway Toll Road Authority (the "Authority") and ISI Contracting Inc. (the "Contractor") dated effective as of the date shown below (as supplemented, the "Agreement"). In connection with the foregoing Agreement, Contractor hereby certifies and agrees that it

- (i) does not, nor will not, so long as the Agreement remains in effect, boycott Israel, as such term is defined in Chapter 808, Texas Government Code,
- (ii) does not engage in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code;
- (iii) is not identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153, Texas Government Code;
- (iv) does not, nor will not, so long as the Agreement remains in effect, boycott energy companies, as such term is defined in Chapter 809, Texas Government Code;
- (v) does not, nor will not, so long as the Agreement remains in effect, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in 2274.001(3), Texas Government Code; and
- (vi) is not (a) owned or controlled by (1) individuals who are citizens of China, Iran, North Korea, Russia or any designated country (as such term is defined in 113.003, Texas Business & Commerce Code); or (2) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, of any designated country; or (b) headquartered in China, Iran, North Korea, Russia or a designated country.

IN WITNESS WHEREOF, THE FOLLOWING INDIVIDUAL AS AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR HEREBY EXECUTES AND DELIVERS THIS VERIFICATION STATEMENT EFFECTIVE AS OF THE EFFECTIVE DATE OF THE SUPPLEMENTAL AGREEMENT:

ISI CONTRACTING, INC.

By: 

Name: MIKEL PETERSON

Title: DIVISION MANAGER