

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**THIRD AMENDMENT TO AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS THIRD AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Costello, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Professional Engineering Services on January 7, 2020 pursuant to SOQ 14-025, which was subsequently amended on December 15, 2020, and amended on December 14, 2021; (hereinafter collectively referred to as “Agreement”); and

WHEREAS, the parties desire to amend the Agreement to extend the Time of Performance under the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

1. Time of Performance. The Time of Performance under the Agreement shall be extended to end no later than December 31, 2025, as outlined in the Contractor’s Proposal letter dated October 25, 2023, attached hereto as Exhibit A-3 and incorporated by reference.

2. Certain State Law Requirements for Contracts. The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Costello hereby verifies that Costello and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Costello does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Costello does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Costello does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

3. Recitals. The recitals set forth above are incorporated herein by reference and made a part of the Agreement.

4. Modifications and Conflict. Except as modified herein, the Agreement shall remain in full force and effect. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

(EXECUTION PAGE FOLLOWS)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

COSTELLO, INC.

KP George, County Judge


Authorized Agent – Signature

Date

Dustin O'Neal
Authorized Agent – Printed Name

ATTEST:

President
Title

Laura Richard, County Clerk

1/17/2024
Date

APPROVED: 

J. Stacy Slawinski, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

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EXHIBIT A-3



October 25, 2023

Mr. Stacy Slawinski, P.E.
Fort Bend County Engineer
301 Jackson, 4th Floor
Richmond, Texas 77469

Re: Pecan Creek Road and Cedar Creek Road Bridges, Project No. BR19301
Amendment 3 Request - Time Extension

Dear Mr. Slawinski:

Our agreement for the referenced project, as amended, contains an expiration date of December 31, 2023. As design is still progressing, to be followed by bid and construction, we request that a time extension be granted to extend the agreement until December 31, 2025. No other changes to the agreement are necessary at this time.

Thank you for your consideration of this request. Please contact me if you have any questions or need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. O'Neal".

Dustin O'Neal, P.E.
President and CEO