

**SECOND
AMENDMENT TO
TECHNICAL RESEARCH AGREEMENT**

Foam Asphalt Pavement Design

This Second Amendment is made pursuant to the terms and conditions of the Technical Research Agreement, being dated April 26, 2016 ("Agreement") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Texas A&M Transportation Institute (the "TTI").

WHEREAS, pursuant to the Agreement, amendments shall be made in writing and signed by the parties; and

WHEREAS, it has become necessary to amend the Agreement in order to increase the original not-to-exceed amount from \$90,000.00 to \$180,000.00; and

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that the Agreement shall be amended as follows:

I. Section 2.1 of the Agreement shall be amended as follows:

The total cumulative fixed price amount for conducting the Services under all Work Authorizations agree to by the Parties under this Agreement shall not exceed a total of \$180,000.00.

II. Section 3.2 of the Agreement shall be amended as follows:

If the period of performance of any fully executed Work Authorization extends beyond the termination date of this Agreement (August 31 2019), the Parties agree the term of the Agreement shall be extended until the services under such Work Authorization are fully completed or until such Work Authorization is otherwise terminated, whichever event should occur first. In such case, the applicable Work Authorization shall continue to be subject to the terms and conditions stated in this Agreement.

III. Except as otherwise amended by prior or future Amendments, all other terms of the Agreement are unchanged and will remain in full force and effect.

This Second Amendment does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, the County and TTI have executed this Second Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**TEXAS A&M TRANSPORTATION INSTITUTE
TEXAS**

WILLIAMSON COUNTY,

By: _____

By: _____

Name: Lesli Kerth

Name: Bill Gravell, Jr.

Title: Associate Director TA

Title: Williamson County Judge

Date: 2/3/2023

Date: _____