

**SUPPLEMENTAL WORK AUTHORIZATION NO. 5
TO
WORK AUTHORIZATION NO. 1**

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Foam Asphalt Pavement Design

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 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, the County and the TTI executed Work Authorization No. 1 dated effective May 18, 2016 (the "WA #1");

WHEREAS, pursuant to the Agreement, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify WA #1 in order to extend the termination date.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the TTI agree that WA #1 shall be amended, changed and modified as follows:

- I. The above referenced WA #1 termination date shall be modified and extended to **September 30, 2024**. The Services to be provided by the TTI shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. TTI understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by TTI that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to TTI.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of WA #1 are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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

**TEXAS A&M TRANSPORTATION
INSTITUTE:**

By:  Digitally signed by Lesli Kerth
Date: 2022.09.19 13:21:06
-05'00'

Signature

Lesli Kerth

Printed Name

Associate Director

Title

TA

9/19/2022

Date

WILLIAMSON COUNTY:

By:  Bill Gravell (Sep 29, 2022 08:03 CDT)

Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Sep 29, 2022

Date

Attachment C - Work Schedule

TTI shall provide a work schedule for the assigned tasks.