**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**RESEARCH and TECHNOLOGY IMPLEMENTATION**

**PROJECT [/ IMPLEMENTATION] AGREEMENT**

**AMENDMENT #\_\_\_**

**THIS AMENDMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the Receiving Agency, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, called the Performing Agency.

**W I T N E S S E T H**

**WHEREAS**, the Receiving Agency and the Performing Agency executed a contract on \_[Month, Day]\_\_\_\_\_\_\_\_\_\_\_\_\_\_of [20\_\_, to effectuate their agreement to \_[Project Title]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and, [if there are more than one Amendments, do a **WHEREAS** for each executed contract]

**WHEREAS**, it has become necessary to amend the contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the Receiving Agency and the Performing Agency do agree as follows:

**A G R E E M E N T**

**Description of Amended Items**

1. [“Period of Agreement, A., is deleted in its entirety and replaced with the following:

**A.** Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, the Agreement shall be terminated immediately with no liability to either party. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.”]

**[Cite and add Exhibit(s) that are amended, when applicable]**

All other provisions of the original contract are unchanged and remain in full force and effect.

**2. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the Receiving Agency and the Performing Agency in duplicate.

|  |  |  |
| --- | --- | --- |
| **THE PERFORMING AGENCY** |  | **THE RECEIVING AGENCY**Texas Department of Transportation |
| AUTHORIZED SIGNATURE |  | AUTHORIZED SIGNATURE |
|  |  |  Kenneth Stewart Director of Contract Services  |
| TYPED OR PRINTED NAME AND TITLE |  | TYPED OR PRINTED NAME AND TITLE |
|  |  |  |
| DATE |  | DATE |