

County	<u>Brazos</u>
CSJ	<u>0506-01-069</u>
Project Number	<u>STP 2000 (253)UM</u>
Location	<u>FM 60 from Tarrow Street, East to Carter Creek Relief</u>

Article 2. Project Funding and Work Responsibilities

The State will authorize the performance of only those Project items of work which the Outside Entity has requested and has agreed to pay for as described in Payment Provision and Work Responsibilities, Attachment A, which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Outside Entity and will be carried out and completed by the Outside Entity, at no cost to the State.

Texas Government Code, Chapter 2106 requires the State to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the State's Indirect Cost Recovery Program.

Article 3. Termination

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein
- ◆ by the State if it determines that the performance of the Project is not in the best interest of the State.

If the contract is terminated in accordance with the above provisions, the Outside Entity will be responsible for the payment of Project costs incurred by the State on behalf of the Outside Entity up to the time of termination.

Article 4. Right of Access

If the Outside Entity is the owner of any part of the Project site, the Outside Entity shall permit the State or its authorized representative access to the site to perform any activities required to execute the work. The Outside Entity will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

Article 5. Responsibilities of the Parties

The Outside Entity acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.