ROMAN CATHOLIC DIOCESE OF DALLAS
SERVICE ADDENDUM

To warrant consideration for this contract, vendor must agree in writing to The Roman Catholic Diocese of Dallas Service Addendum requirements listed below. Vendor acknowledges that any contractual relationship resulting from an E-rate solicitation of proposals, including an E-Rate Form 470, will incorporate the requirements below. However, nothing in this Service Addendum shall be construed as creating a contractual relationship between the SCHOOL and the INDEPENDENT CONTRACTOR, or between The Roman Catholic Diocese of Dallas and the INDEPENDENT CONTRACTOR, unless it accompanies a valid signed contract for E-Rate-eligible goods and/or services.

This Service Addendum must be signed and submitted with vendor's bid. Bids submitted without a signed Service Addendum will be disqualified from consideration.

SAFE ENVIRONMENT REQUIREMENTS

(1) INDEPENDENT CONTRACTOR shall help ensure a Safe Environment is maintained at the SCHOOL at all times. If a complaint or concern is raised regarding one of INDEPENDENT CONTRACTOR'S employees, agents, volunteers, or subcontractors, INDEPENDENT CONTRACTOR shall fully and unconditionally cooperate with all investigations of the matter to include reporting of the matter to Texas Child Protective Services and/or as otherwise required by law.

(2) INDEPENDENT CONTRACTORS performing services near, around, or in proximity to children or vulnerable adults on a one-time or infrequent basis MUST be monitored and escorted at all times by cleared employees of SCHOOL / PARISH.

INSURANCE REQUIREMENTS

(3) INDEPENDENT CONTRACTOR shall maintain, in amounts satisfactory to, and with companies approved by SCHOOL such insurance as will protect SCHOOL from claims under worker's compensation acts and from any other claims for damages relating to property damage or personal injury, including death, which may arise from operations contemplated under this contract, whether such operations are performed or required by the INDEPENDENT CONTRACTOR or anyone directly or indirectly employed by INDEPENDENT CONTRACTOR.

(4) Before INDEPENDENT CONTRACTOR does any work or prepares or delivers material to SCHOOL, the INDEPENDENT CONTRACTOR shall provide to SCHOOL Certificates of Insurance, evidencing coverage acceptable to SCHOOL in amounts as follows:

Workers' Compensation

I. Statutory Limits covering all employees
II. Employers' Liability
$500,000 per Accident
$500,000 Disease, Policy Limit
$500,000 Disease, Each Employee

Commercial General Liability

To include Contractual liability, Products and Completed Operation, with the following limits:

I. $1,000,000 per occurrence
II. Products-Comp/Operations Aggregate - $1,000,000

Business Auto Liability

To include owned, non-owned, and hired, with the following limits:

I. Bodily Injury $1,000,000.00 each person / $1,000,000.00 each occurrence
II. Property Damage $1,000,000.00 each occurrence

(5) INDEPENDENT CONTRACTOR'S insurance policies shall include The Roman Catholic Diocese of Dallas (The "Diocese") and SCHOOL as "Additional Insured" with the following clause added:

> "The insurance afforded to the "Additional Insured" is primary insurance. If the "Additional Insured" have other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy cannot be reduced by the existence of such other insurance."

All insurance shall be issued by companies admitted to do business in the State of Texas and be satisfactory to SCHOOL.

(6) The Certificate evidencing the above required coverage shall not be cancelled or reduced in coverage without written notice to SCHOOL at least thirty (30) days prior to the effective date of such cancellation or reduction in coverage. New or renewal Certificates shall evidence all of the above required coverage.

OTHER REQUIREMENTS

(7) INDEPENDENT CONTRACTOR shall not sub-contract any portion of this agreement without prior written consent of SCHOOL and full compliance with all of the requirements contained in this addendum by or on behalf of each subcontractor.

(8) INDEPENDENT CONTRACTOR remains exclusively responsible for all safety issues regarding the work contracted for, including but not limited to the work site and training and supervision of employees. INDEPENDENT CONTRACTOR is exclusively responsible for the means, manner, and method of the work to be performed. INDEPENDENT CONTRACTOR will comply with all state federal and local laws concerning workplace safety.

(9) This addendum amends, replaces, and deletes any term of any other agreement between SCHOOL and INDEPENDENT CONTRACTOR relating to the Work which purports to limit INDEPENDENT CONTRACTOR'S liability to SCHOOL or purports to require SCHOOL to indemnify INDEPENDENT CONTRACTOR.

(10) NO WAIVER OF SUBROGATION: SCHOOL does not waive or limit any rights of recovery against the INDEPENDENT CONTRACTOR for any damages resulting from the negligent acts of the INDEPENDENT CONTRACTOR associated with the contract.

INDEMNIFICATION

(11) INDEPENDENT CONTRACTOR AGREES TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY, AND DEFEND THE DIOCESE, SCHOOL, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES, (COLLECTIVELY "INDEMNITEES") AND HOLD EACH INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, DAMAGES, DEMANDS, SUITS, JUDGMENTS, LOSSES OR

LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING INDEPENDENT CONTRACTOR'S OR ANY SUBCONTRACTORS' EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, JUDGMENTS, LOSSES, OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF, IN CONNECTION WITH OBLIGATIONS, IN THE COURSE OF, OR INCIDENTAL TO ANY OF INDEPENDENT CONTRACTOR'S WORK OR OPERATIONS CONTEMPLATED UNDER THE AGREEMENT OR THIS ADDENDUM OR IN CONNECTION HEREWITH, REGARDLESS OF CAUSE OR OF THE JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES.

(12) All other terms and conditions of any contract or agreement between INDEPENDENT CONTRACTOR and SCHOOL continue to apply, except to the extent of any conflict with the terms contained herein. In the event the terms of this Addendum conflict with any other agreement between INDEPENDENT CONTRACTOR and SCHOOL, the terms of this Addendum shall control to the extent of the conflict.

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INDEPENDENT CONTRACTOR Representative Name

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INDEPENDENT CONTRACTOR Signature

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Date