

## SUPPLEMENTAL TERMS AND CONDITIONS

Acceptance of this order implies acceptance of the following supplemental terms and conditions.

- 1. PAYMENT AND LIMITATIONS:** The total amount is intended to compensate Seller for all of the time and expenses incurred by Seller in the performance of these services. Seller is not entitled to any sick leave, vacation, holidays, or any fringe benefits. Further, it is understood that Seller may not seek any reimbursement, nor will the County be obligated to pay for postage, parking fees, long-distance telephone calls, cell-phone calls, printing expenses, or any other costs or expenses.
  - 2. COMPLIANCE AND STANDARDS:** Seller agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to services performed hereunder.
  - 3. PUBLIC CONTACT:** The Seller shall under no circumstances release any material or information developed in the performance of services hereunder, without the prior express written permission of the County. Contact with the news media, private citizens, or community organizations, except where required for performance of services hereunder, shall be the sole responsibility of the County. Inquiries concerning this purchase order or any requested service shall be referred to the Office of the Harris County Purchasing Agent.
  - 4. LICENSE REQUIREMENTS:** The Seller shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.
  - 5. INDEPENDENT SELLER:** In performing the obligations under this purchase order, Seller shall act as an independent Seller solely for its own account and not as a representative or employee of the County. Neither Seller nor any employee, agent or representative of the Seller shall be considered an employee of the County or be eligible for any benefits, rights or privileges accorded to the County.
  - 6. INSURANCE:** The Seller shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements following:
    - The Seller shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Seller. These requirements do not establish limits of the Seller's liability.
    - All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents.
    - Upon request, certified copies of original insurance policies shall be furnished to Harris County.
    - The County reserves the right to require additional insurance should it be deemed necessary.
- A. Workers' Compensation (with Waiver of subrogation to Harris County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.  
Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee.
- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, cratering and underground damage.  
\$300,000 each occurrence Limit Bodily Injury and Property Damage Combined \$300,000 Products-Completed Operations Aggregate Limit \$500,000 Per Job Aggregate \$300,000 Personal and Advertising Injury Limit. Harris County shall be named as "additional insured" on commercial general liability policy.
- C. Automobile Liability Coverage:  
\$300,000 Combined Liability Limits. Bodily Injury and Property Damage Combined. Harris County shall be named as "additional insured" on automobile policy.