

EXHIBIT B

Other Provisions

1. TERMINATION. Notwithstanding any other provision of the Agreement, the Owner may terminate this Agreement upon giving the Contractor seven days written notice of the termination.

2. INSURANCE. The Vendor / Contractor shall, at his expense, maintain liability insurance coverage as described in Section 3.12 of AIA Document A205 of the General Conditions of the Contract for Construction. The contractor shall take out and maintain for the term of this contract, or as otherwise, provided herein, a policy or policies to insure the Owner, the Architect, (excepting Architect's Professional Liability) and Contractor for all Legal Liability on account of Bodily Injury (including death resulting therefrom) or loss of or damage to property however arising in the execution of this contract. **The Contractor shall furnish to the Diocese of Fresno prior to the commencement of work, an underwriter's endorsement with Certificate of Insurance from a company with a minimum A:VI AM Best rating stating that there is a liability insurance presently in effect for the contractor with a combined single limit of not less than \$1,000,000.00 per occurrence and, \$2,000,000.00 aggregate.** The policy or policies shall include but not be limited to coverage for Contractual Liability. Completed Operations, Products Liability and Automobile Liability.

A. The Certificate of Insurance shall provide:

- i. That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the Diocese of Fresno;
- ii. That the Diocese of Fresno Education Corporation and The Roman Catholic Bishop of Fresno, a Corporation Sole, and employees, officers, and agents are included as additional insured, but only insofar as the operations under this contract are concerned;
- iii. That the Diocese of Fresno Education Corporation and The Roman Catholic Bishop of Fresno, a Corporation Sole, and employees, officers, and agents will not be responsible for any premiums or assessments on the policy.

B. The Endorsement form shall provide that the Diocese of Fresno Education Corporation and The Roman Catholic Bishop of Fresno, a Corporation Sole, and employees, officers, and agents will not be responsible for any premiums or assessments on the policy.

C. Coverage shall contain:

- i. Premises and Operations Liability.
- ii. Contractual liability insuring the obligations assumed by the Contractor in the Agreement.
- iii. Completed Operations and Products Damage Liability.
- iv. Liability that the Contractor may incur as a result of the operations, acts or omissions of itself and its subcontractors.
- v. Automobile liability, including owned, non-owned and hired automobiles.
- vi. XCU Coverage for explosion, collapse and underground hazards.

D. Mail to: Property Department
The Roman Catholic Bishop of Fresno
Ryan Pastoral Center
1550 N. Fresno St.
Fresno CA, 93703-3788

The Contractor shall take out and maintain during the life of this contract such insurance as will protect him from claims under Workers' Compensation Acts and other Employee Benefit Acts.

The policy or policies shall provide that the insurance afforded the Owner shall be Primary insurance and other insurance affected or procured by the Owner shall be excess and shall not be called upon to contribute until the limits of the policies procured by the contractors are exhausted.

(continued)

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Certificates of Insurance evidencing the above described Public Liability, Property Damage including contractual, Products, Completed Operations, Automobile Liability and Workers' Compensation and any other insurance required by this contract shall be filed with the Property Department and shall be subject to its approval as to adequacy of protection.

The aforesaid Certificate of Insurance shall also provide that the Owner be notified in writing by both the carrier and the Contractor at least thirty (30) days prior to the expiration of the aforesaid policies and/or modifications or termination thereof for any reason.

3. ASBESTOS. Notwithstanding any other provision of the Contract, no asbestos or any material or substance containing asbestos shall be used in the construction of buildings or incorporated in buildings or any part thereof. Contractor shall provide owner with a verified statement that the building constructed contains no asbestos or any substances containing asbestos.

If the building material(s) does not or cannot be certified asbestos free the Contractor will be responsible for providing the Owner tests results for a certified laboratory.

4. LINE OF AUTHORITY. Contractor acknowledges that the Owner is; The Diocese of Fresno Education Corporation/The Roman Catholic Bishop of Fresno, a California corporation sole, and that primary authority rests with the **Most Reverend Armando X. Ochoa, D.D., Bishop of the Diocese of Fresno** as President/Incumbent respectively. The Diocesan Finance Office and Diocesan Property Department are the Bishop's representatives for architectural and contractual matters. The Pastor/Rector/Parish Administrator and the parish committee/school board and or School Principal/President working within a generally established budget and with Property Department, develop an outline of the project and may indicate preferences to the contractor and other principal providers.

5. INVOICING & PAY APPLICATIONS **Original** Invoices/Pay Requests shall be sent to the Property Department for processing and issuance of payment. The Property department will forward copies by Fax; first to the Architect for review and certification, and second to the Pastor or School Principal/President for endorsement. **Duplications or FAX copies of original Invoices will not be processed by the Property Department.**

Original Invoice/Pay Request with all endorsements received at the Property department by the end of business on Friday would generally have payment sent out by mail on the following Friday depending on Accounting Dept. schedule.

6. CHANGE ORDERS Change Orders shall be submitted to the Architect and above mentioned local Pastor or School principals for review and endorsement, after which the Change Order shall be forwarded to the Property Department for submittal to the Bishop for approval. Some 'smaller changes' to the Agreement may be allowed to be approved at the 'local level' but only on a case-by-case basis and always in advance of the work being performed. Contact the Diocesan Property Department for guidelines. **CHANGE ORDER WORK PERFORMED WITHOUT THE AUTHORIZED SIGNATURE OF THE BISHOP RISK NOT BEING PAID.** The AIA Change Order Document G701 is preferred.

7. PERMITS & FEES. Unless specifically identified as excluded in the Contract, the cost of building permits is included in the Contract Sum. If building permit fees are excluded from the Contract Sum and paid for by the Contractor, the costs for any permits and fees paid by the Contractor shall be billed to Owner as a direct reimbursable expense. These costs include permits and charges for installation and inspection of utility services by serving utilities. Contractor shall submit one copy of the receipt for these costs to the Owner separate from any Certificate for Payment under this contract.

8. OTHER. The Contractor is providing Design-Build services for all the work of this contract. The Contractor shall provide all necessary engineering and construction documentation required to obtain construction permits, complete construction and equipment installation, and obtain final building inspection and occupancy.