

EXHIBIT B

(Required of all Vendors and Contractors doing work on DOFEC or RCB property)

INSURANCE

1. **INSURANCE.** The Vendor / Contractor shall, at his expense, maintain liability insurance coverage as described below. 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.

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.