



Construction Management  
General Contracting  
Industrial & Commercial Design

Kerry Contractors, Inc.  
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California Contracting License 690876

To: Subcontractors of Kerry Contractors, Inc.

Re: Insurance and Billing Requirements *Revised May 15, 2001*

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Thank you for your interest in working with Kerry Contractors, Inc. The following insurance information is required prior to the commencement of work by your company on any of our projects.

1. All required insurance certificates showing coverage's should be submitted and approved by Owner and Kerry Contractors, Inc. before subcontractor begins any work at the jobsite. No progress payments will be made unless the Subcontractor's Original Certificate of Insurance for General Liability and Workers' Compensation naming Kerry Contractors, Inc. and the client as certificate holder and additionally insured has been submitted and approved.
2. Certificates and endorsements must reference Kerry Contractors, Inc. and the client. "All Operations" certificates are not acceptable. *If we have on file a current certificate naming the client from a previous project, we do not require an additional certificate.*
3. All subcontractors working on the jobsite must meet the same insurance requirements, prior to starting work on the site. These requirements include the following:
  - a. The Commercial General Liability box, the "occurrence" box and all of the dollar amount boxes under General Liability must be filled in.
  - b. Workers' Compensation and any necessary Excess Liability to meet Kerry Contractors, Inc.'s requirements must be noted. Kerry Contractors, Inc. must be named as Additional Insured. An Exemption From Workers' Compensation" form must be submitted in lieu of worker's compensation insurance if the subcontractor does not employ any persons.
  - c. A 30-day cancellation notice is required, and written or modified to a form that binds the insurer to provide it.
  - d. Expiration dates are required on all certificates.
  - e. Coverage limits – minimum \$1,000,000.00 (but may change depending on each project/ owner).
  - f. If the subcontractor uses their own sub-subcontractor, all of the above insurance requirements are required for all companies.

The above insurance requirements shall be considered minimum.

#### Billing Information

Invoices can be submitted twice a month based on a percentage-completed basis. Invoices should reference the job number and include the proper conditional and/ or unconditional lien releases from both subcontractor and sub-subcontractors.

Kerry Contractors, Inc. agrees to pay Subcontractor in progress payments of ninety percent (90%) of labor and material, less ten percent (10%) to be held as retention until completion of project. Progress payments to Subcontractor shall be made only with sums received by Kerry Contractors, Inc. from Owner for work performed by Subcontractor as reflected in Kerry Contractors, Inc.'s application for payment. Final payment (of retention monies) shall be made within ten days (10) after the entire work required by Contractor has been completed in conformity with the Contract Documents and has been approved by Owner, Architect, and Kerry Contractors, Inc. with funds received by Kerry Contractors, Inc. from the Owner in final payment for work under the prime contract.

If you have any questions, please contact Eileen at (714) 891-0554.