

Niles Industrial Coatings, LLC's Bid Clarifications

Niles Industrial Coatings, LLC's ("Niles") Proposal is based on the following bid clarifications unless otherwise stated in the Proposal. Material changes to these bid clarifications in the proposed subcontract may result in revisions to Niles' proposal and/or withdrawal of its proposal.

1. Monthly progress billings: Niles shall submit monthly progress billings for its services.
2. 30 day Payment: Niles to receive payment within 30-days after receipt of pay application.
3. Right to Cure: Niles shall have right to cure any alleged default by remedying the alleged default within 7 days, or for defaults that cannot be practically remedied within 7 days, Niles shall have the right to cure the default by commencing diligent efforts to cure the alleged default within 7 days and continuing to diligently remedy the default.
4. Indemnification: Niles will agree to mutual reciprocal indemnification. Niles will agree to indemnify required upstream parties to the extent the liability arises from Niles' fault. Niles will not agree to indemnify upstream parties beyond its proportionate share of faulty.
5. Waiver Consequential Damages: Niles requires that the parties mutually waive consequential damages.
6. Claims: Niles shall have at least 7 days to assert any claims in writing and shall have the right to support the claim within 30 days of said notice.
7. Retainage: No retainage shall be withheld from amounts owed to Niles.
8. Mobilization Fee: Niles shall be entitled to a mobilization fee of \$5,000 or twenty percent of its contract price whichever is greater
9. Warranty: Niles work includes a 1 year "correction" period for its workmanship which commences upon substantial completion of Niles' Work. The 1-year correction period shall not be restarted after repairs are made. Manufacturer warranties shall be assigned to Owner.
10. Force Majeure: Niles shall be entitled to additional time to perform its services for events beyond its control, which include but are not limited to epidemics, pandemics, riots, terrorism, government shutdown, and adverse weather not reasonably anticipated
11. Differing Site Conditions: Niles shall be entitled to an equitable adjustment to its contract price should latent or physical conditions at the site be materially different than represented by the contract documents and/or be of an unusual nature differing materially from those ordinarily encountered on this type of project. Niles will provide prompt notice before disturbing the conditions and await direction.
12. Proposal: Niles' Proposal shall be valid for 90 days
13. Weather delays
14. Flow down provisions. Niles will not be bound by the prime contract.
15. Audit: Lump sum prices, unit prices and rates previously approved are not subject to audit except as to number of units, correct units and/or hours that are applied to the same.
16. Retainage. No retainage will be withheld on Niles Work.