



Project Management

Facility Process

Plant Enhancement
Solutions

Industrial Painting

Hydro Blasting

Sandblasting

Industrial Cleaning

Commercial Painting

Lead Abatement

Deep Cleaning

Corrosion Control

Floor Coating

Sponge Blasting

Wet & Dry
Vacuuming

Equipment Cleaning

Scaffolding

Proposal Clarifications

Niles proposal: 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.

Included Clarifications:

1. **Scope of Work:** Proposal based on Scope of Work attached.
2. **Monthly progress billings:** Niles shall submit monthly (every 30 days, usually due on the 20th of the month) progress billings for its services.
3. **30-day Payment:** Niles is to receive a payment within 30 days after receipt of the payment application.
4. **Proposal Expiration:** Niles' Proposal shall be valid for 30 days.
5. **Right to Cure:** Niles shall have the 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.
6. **Indemnification:** Niles will agree to mutual reciprocal indemnification. Niles will agree to indemnify the 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 fault.
7. **Waiver Consequential Damages:** Niles requires that the parties mutually waive consequential damages.
8. **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.
9. **Arbitration:** All disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Michigan, without regard to principles of conflict of laws. The parties to this agreement will submit all disputes arising under this agreement to arbitration in Genesee County, MI before a single arbitrator of the American Arbitration Association ("AAA"). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Michigan. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. No party to this agreement will challenge the jurisdiction or



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venue provisions as provided in this section. Nothing contained herein shall prevent the party from obtaining an injunction.

10. Standard Retainage: No retainage (0%) shall be withheld from Contract amounts owed to Niles or their partners.
11. Mobilization Fee: Niles shall be entitled to a mobilization fee of 5-10% percent of its contract price.
12. Warranty: Niles's 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 the Owner.
13. 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.
14. 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 unusual differing materially from those ordinarily encountered on this type of project. Niles will provide prompt notice before disturbing the conditions and await direction.
15. Weather delays: Any weather delays not explicitly agreed upon prior to the contract/proposal agreement should grant Niles an extension of time/ money (or both) in performance that was caused by unfavorable weather conditions. The Contract Period/ Schedule may be adjusted to account for Inclement Weather, but only if (i) there has been strict compliance by the Contractor with all claims submission requirements and other requirements of the Contract Documents related to time extensions; (ii) the delay asserted is shown by the Contractor to be the sole cause of lengthening the longest critical path indicated on the Project Schedule in effect during the period of such alleged delay, and (iii) the following definition of "Inclement Weather" is satisfied: Inclement Weather is defined as the occurrence of one or more of the following conditions within a twenty-four (24) hour period that prevents Work shown on the Construction Schedule as planned for performance at that time which is directly affected by such weather conditions or by the impact on access to the Site.
16. Flow down provisions. Niles shall receive a copy of the prime contract terms and conditions in advance of executing the subcontract, to the extent the subcontract obligates Niles to perform the obligations in the prime contract that relate to Niles' Work.



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17. Audit: Lump sum prices, unit prices, and rates previously approved are not subject to audit except as to the number of units, correct units, and/or hours that are applied to the same.
18. Flow Down Retainage. If the prime contract requires retainage to be withheld, the amount of retainage shall be no more than the percentage in the prime contract and retainage shall be released no later than the substantial completion of Niles' work.
19. Lien Rights: Niles reserves all rights to Lien the project in the event of an impasse on payment or scope of work disputes.
20. File a Notice of Furnishings: Prior to starting any job, Niles reserves the right and may file a Notice of Commencement and/ or a Notice of Furnishings to prepare for filing of a Lien, if needed.
21. Substantial Completion: The American Institute of Architects (AIA) defines substantial completion as the stage where the progress of the work or designated portion is complete following the contract documents so that the owner can utilize the work for the intended purpose. Please check warranty dates to ensure correct substantial completion dates are correct.
22. Liquidated Damages: Niles' does not agree to nor accept any Liquidated or Actual Damages, either explicitly defined or undefined.
23. Delay Notice Provisions: Within seven (3) days after the commencement of any project delay, Niles reserves the right to notify the owner/ contract holder of such delay and remedy. As part of this remedy, the Contract Period, project start, project overall Schedule, and/or Price may be adjusted to account for any such delay to Niles and their vendors, subcontractors, or partners.
24. Changes: Niles may request, or the Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order. The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Niles 'shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.