

Q&A NO. 3
FRENCH HILL TANK REHAB BID

1. I would like to know what is the project completion date or how many days to complete? **By year end.**
2. What is the maintenance warranty of 1 year/ 2 years?

It will be the Contractor's obligation to guarantee his/her workmanship. Such guarantees shall state the products used will adhere to the surface without peeling and cracking, scaling, alligatoring, blistering, for a period of at least one year from the date of acceptance of the painting work. The Contractor shall also obtain from the coating manufacturer a corrosion, color and gloss fluoropolymer resin warranty and submit this to the Owner following completion of work. Exterior coatings shall be covered for 15-years and interior coatings for 15-years.

The coating manufacturer's warranty shall include coverage against the following conditions:

Interior and Exterior

Check, crack, blister or delaminate from the exterior substrate.

Allow the substrate to corrode in excess of 1 percent per ASTM D610 for a period of 5 years, then no more than 0.5 percent per year for the balance of the warranty period.

3. Also are there any liquidated damage penalties?

Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.**
- 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for**

completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.

- 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.**

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.