

**ROCHESTER HOUSING AUTHORITY**

**ROCHESTER, NEW HAMPSHIRE**

**SPECIFICATIONS**

**For**

**FACIA REPLACEMENT**

**AT**

**WELLSWEEP ACRES, MAGICAVE AND GONIC DEVELOPMENTS**

**DEVELOPEMENT NH 8-1**

**COMMISSIONERS**

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**STACEY PRICE**

**EXECUTIVE DIRECTOR**

**JOHN SULLIVAN**

**CAPITAL FUND MANAGER**

**RHA CONTRACT NUMBER: 22-02**

## SECTION 1.2

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\*(only needed for contracts in excess of \$35,000)

### SECTION 1.3

#### INVITATION TO BID

The Rochester Housing Authority (603) 332 4126 will receive sealed bids for the replacement of fascia boards for the following developments: Well Sweep Acres, 6 & 8 Magic Avenue, East Rochester and 11 & 13 Felker Street, Gonic. Bids should be returned to the sealed drop box at the Rochester Housing Authority office at 77 Old Farm Ln. by 3:00 pm on August 29, 2022 at which time the bids will be read publicly.

Contract documents are available electronically by contacting the RHA office at (603) 332 4126. Questions are referred to John Sullivan, Capital Funds Manager.

Payment of not less than the minimum salaries and wages set forth in the Contract Documents must be paid and evidence that employees and applicants for employment are not discriminated against because of race, color, ethnicity, sex, marital status, age or physical or mental handicaps will be required of the successful low bidder. Section 3 businesses are encouraged to submit proposals or subcontract (to General Contractor who has submitted one) for this project.

A certified check or bank draft payable to the Rochester Housing Authority or satisfactory bid bond in the amount equal to 5% of the bid must be submitted with each bid. If the bid price exceeds \$35,000, the successful bidder will be required to furnish and pay for a satisfactory performance bond and labor and materials bond, each in the amount of 100% of the value of the work. Bonds shall be signed by a guaranty or surety company authorized to do business in NH and is listed in Treasury Circular 570. A non-revocable letter of credit for 10% of the value of the contract may be substituted for the performance and payment bond at the sole discretion of the RHA.

There will be a scheduled walk through at 77 Old Farm Ln. on Monday August 8, 2022, beginning at 9:00 am. All interested bidders should plan to attend.

The Rochester Housing Authority reserves the right to retain all surety deposits until the execution of a contract and to waive any informalities in the bidding.

Stacey Price

Executive Director

SECTION 01.4  
INSTRUCTIONS TO BIDDERS

The following instructions are in addition to those in the Invitation for Bids and HUD Form 5369 Instructions to Bidders for Contracts, Section 1.4A of these specifications.

1. USE OF SEPARATE BID FORMS

Attention is directed to the fact that these Contract Documents include a complete set of bidding and contract forms. These are for the convenience of bidders and are not to be detached from the Contract Documents, filled out, or executed.

2. BID FORMS

All bids must be submitted on forms furnished by the Rochester Housing Authority and shall be subject to all requirements of the Contract Documents. Bid forms will be furnished in duplicate, one to be submitted with the bid and one to be retained by the bidder for his records. All the bid forms are included in this packet.

3. BIDDING PROCEDURES

- a. The bid shall include the following:
  - 1. The Bid Form - Section 1-07
  - 2. The Bid Bond
  - 3. Form of the Non-Conclusive Affidavit and Certification of Drug Free Work Place
  - 4. Completed Certifications and Representations of Bidders HUD Form 5369A
- b. The bid shall be contained in a sealed envelope bearing the following information:
  - 1. The title and Contract Number shown on the cover page of this package.
  - 2. Name, Address of the Contractor
- c. The sealed envelope shall be addressed to:  
  
Ms Stacey Price  
Rochester Housing Authority  
77 Olde Farm Lane  
Rochester, N.H. 03867
- d. If Bidding documents are to be forwarded by mail, the sealed envelope identified in paragraph 3.b shall be placed in an outer envelope

4. BIDDER'S CONSTRUCTION EXPERIENCE

Before a bid is considered for award, the bidder may be requested by the Rochester Housing Authority to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, and financial resources.

5. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as stated in paragraph 5 HUD Form 5369, Instructions to Bidders.

6. OPENING OF BIDS

Bids will be publicly read aloud at 3:01 pm on August 29, 2022 at 77 Olde Farm Lane, Rochester. Any contractor wishing to be present at the opening may request to do so.

7. EQUAL EMPLOYMENT OPPORTUNITY

Attention is called the Equal Employment Opportunity provisions of the contract (paragraph 39 of the General Conditions) and the requirements for affirmative action by the Contractor.

8. PRECONSTRUCTION CONFERENCE

Either before or soon after the actual award of the Contract (but in any event prior to the start of construction), the Contractor or his representative shall attend a pre-construction conference with representatives of the Rochester Housing Authority. The conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed and will inform the contractor in detail of the obligations imposed on him and his subcontractors by the provisions will also be covered. Major subcontractors will also be required to attend this conference. The date, time, and place of the conference will be furnished to the contractor by the Rochester Housing Authority.

9. BIDDER'S RESPONSIBILITY AND QUALIFICATION

a. Each bidder shall be held to have:

1. Thoroughly examined all parts of the Contract Documents including any addenda, if issued;
2. Inspected the site and examined the existing conditions;
3. Read or examined, understood and accepted all implications of the documents unless he files with the Rochester Housing Authority, in writing, request(s) for clarification or interpretation of any specific part(s) of the documents in accordance with paragraph 10.b following;

4. Included in his proposal only materials, products and systems that comply with the requirements specified, or those duly approved in accordance with paragraph 10.b and 10.d following.
- b. Each bidder must demonstrate the following minimum qualifications the order to be considered as a qualified bidder. The Owner reserves the right to impose any other qualifications provided they are applied to all bidders equally.
1. A contractor or subcontractor must not be on lists of contractors ineligible to receive awards from the United States of America, as furnished by HUD.
  2. A bidder must maintain a permanent place of business.
  3. A bidder must have adequate plant and equipment available to execute the work properly, completely, and expeditiously.
  4. A bidder must have appropriate technical experience.
  5. He must have suitable financial resources to meet the obligations incidental to the work. The ability of a bidder to obtain a performance bond will not be regarded as the automatic assurance of a bidder's competence or responsibility.

10. COMMUNICATIONS

- a. The Bidders shall direct all communications regarding this project to the Housing Authority of the City of Rochester.
- b. Requests for clarification or interpretation of the documents and approval of materials, products and systems claimed to be equal to those specified, must be in writing and be received by the Housing Authority of the City of Rochester not less than eight (8) calendar days prior to the stated date of receipt of bids. Requests for approval of "equal" items shall be accompanied by sufficient information to establish the quality, performance, adaptability to the established design, and any other pertinent characteristics for the purpose of making fair comparisons with the specifications.
- c. A request for extension of bidding period shall be made, in writing, as soon as practicable, but must be received by the Housing Authority of the City of Rochester no later than five (5) business days prior to the stated date of receipt of bids.
- d. The Housing Authority of the City of Rochester will respond to written communication from bidders only in written addenda. All addenda will be distributed by mail to all holders of the Contract Documents. Requests for "equal" substitutions not specifically approved in addenda shall be considered to have been disapproved.

11. SUCCESSFUL BIDDER'S OBLIGATIONS

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- a. The successful bidder, by the act of submitting a proposal, obligates himself to the following:
1. Return to RHA a completed Section 3 Opportunities Plan (section 2.4A of this specification) within 4 days of the bid opening.
  2. He shall commence work within seven (7) days after receiving the notice of intent to award contract or the notice to proceed, or the execution of the contract, whichever the earliest.
  3. He shall substantially complete the work specified herein within the time specified in Section 2.4, Special Conditions.

Note: Special attention is called to the legal requirements contained in Paragraph 33 of HUD Form 5370, General Conditions, pertaining to time of completion and liquidated damages.

SECTION 2.1  
SCOPE OF SERVICES

2.1.1. Furnish all labor, materials, equipment, and related items to complete the Replacement of existing metal clad wood Facia and PVC soffit vent at the following RHA Residential properties:

All of the buildings at Well Sweep Acres - 14 Residential and one Office; Two residential buildings 6 & 8 Magic Ave, East Rochester and 11 & 13 Felker Street, Gonic.

As part of the work effort inspect the frieze board for rot or problems with the metal sheathing and bring them to the attention of the maintenance staff and the Capital Fund Manager.

- a. All work will be done according to these specifications and the manufacturer's suggested installation guidelines.
- b. Remove and properly dispose of the existing Fascia and soffit vents.
- c. Remove and properly dispose of existing gutters and downspouts
- d. Install new replacement vent and fascia using specified materials.

2.1.4 General Provisions:

- a. The contractor shall at all times exercise reasonable precautions for the safety of all persons by following OSHA guidelines. The contractor shall insure that care is exercised to avoid damaging shrubs, poles, signs, etc. adjoining the work area. The contractor shall promptly repair any damage caused by his operation. The contractor shall provide warning and safety devices and take other precautions as may be necessary to protect life and property.
- b. The contractor shall at all times restrict his operations to Rochester Housing Authority lands as authorized by the or the Rochester Housing Authority. The contractor expressly undertakes at his own expense to:
  1. Take every precaution against injury to persons or damage to property,
  2. Store his apparatus, materials, supplies and equipment in such orderly fashion at the site as will not unduly interfere with progress of his or the work of others.
  3. Clean up frequently all refuse, rubbish, scrap material, and debris caused by his operation, to the end that at all times the site and work shall present a neat orderly and workmanlike appearance.



## SECTION 2.2 MATERIALS

2.2.1 GENERAL: All equipment and materials furnished in connection with this installation shall be only new, first quality and of a grade satisfactory to the Authority. They shall be of the best grade and quality of their respective kinds, free from natural, manufacturing or construction flaws, defects or irregularities and finish; fittings and workmanship shall be equal to the highest commercial grade. The Authority shall have the right to reject any part of the work in case the material is not of satisfactory quality and the contractor shall replace same with acceptable work at his own expense.

The contractor shall be responsible for the maintenance and protection, from loss or damage from any cause of all equipment, materials, and tools supplied by him and stored or installed on the job site, until the final acceptance of the work by the Authority.

The contractor shall do all handling of his materials and equipment and the resulting cleanup, at his expense, in a safe and satisfactory manner. Special attention shall be paid to the protection of life and property and the equipment or apparatus handled, and any corresponding damages shall be replaced, repaired, or paid for by the contractor as approved by the Authority.

The contractor shall store his materials and equipment in the location designated by the Authority and maintain the storage area in a safe condition.

2.2.2 Azek trim Board 3/4" by the existing size for the Fascia.

2.2.3 Quarter round azek trim to support outside edge of vent.

2.2.4 Azek adhesive to bond joints.

2.2.5 PVC Soffit vent sheets by Georgia Pacific or approve equal.

2.2.6 Construction grade trim screws, brass or stainless steel

## SECTION 2.3 EXECUTION

- 2.3.1 All work shall be first class under the standards of the trade. All work shall be performed according to the latest version of all National, state and local codes. butt joints shall be cut 45 degrees over lap to allow for some expansion.
- 2.3.2 It is the responsibility of the contractor to keep debris at a minimum and to remove debris at the end of each work day.
- 2.3.3 Work may take place between the hours of 8:00 AM and 5:00 PM Monday through Friday. No radios broadcasting generally will be allowed.
- 2.3.4 Install the new fascia (with the qtr round fastened to the inside lower edge to accept the soffit) to the rafter ends, leaving enough space to rest the soffit panel on the shelf created by the qtr round.
- 2.3.5 Install (if not already there) horizontal rafters to fasten the soffit vent panels to. Fasten the soffit materials to the rafters and on top of the shelf formed by the qtr round at the fascia edge.

SECTION 2.4  
SPECIAL CONDITIONS

2.4.1 Wage Rates: Attention is drawn to the Federally mandated wage rates attached as Section 1.5 of these specifications and the rules to be observed in paying them attached in the General Conditions; Section 1.13. Contractors are encouraged to refer to HUD Handbook 1344.1 rev 2, dated Sep 2013, Federal Labor Standards Compliance for detailed information on labor standards and their administration.

Chapter 7, especially paragraphs 7-7 and 7-11, deals with defining the classifications and determining if an employee is a laborer or a mechanic. Essentially a person who uses tools of the trade is a mechanic no matter what his/her skill level. The only exception to this is a person registered in an approved apprenticeship program for whom an apprenticeship agreement has been filed with the RHA.

HUD Labor Relations Letter No LR 96-01 makes clear that sole proprietors and partnerships where the owner(s) is working on the job but not as a supervisor (i.e. has no employees of his working on the job), may not file their own wage reports but must be carried on the report of the contractor or sub contractor who has hired them.

A representative of the Rochester Housing Authority will perform interviews of a random sample of employees working on this job. Answering the questions untruthfully is a violation of the law. Contractors are required to notify their employees of the possibility of the interviews and the minimum wage required by this contract.

2.4.2 Method of payment: The work shall be paid for upon requisition for completed work. Requisitions shall be made on HUD Form 51001 "Periodic Estimate for Partial Payment" - submission may be made electronically, Fax submission will not be accepted. Requisitions will be supported by the following forms when appropriate: HUD 51002 Schedule of Change Orders, 51003 Schedule of Materials Stored and HUD 51004 Summary of Materials Stored. Percent of work will be compared against HUD Form 51000 Schedule of Amounts for Partial Payments submitted by the contractor at the pre-

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construction conference. The Housing Authority retains 10% of requisitioned funds until the work is completed. After 1/2 of the work is completed the contractor may petition the Authority in writing to stop taking further retainage.

Requisitions may be submitted electronically by a pdf as long as they are properly signed.

**2.4.3** Time for Completion: The contractor shall commence work within seven (7) days of the Notice to Proceed and shall complete all work related to this project within **60** calendar days from the date of such Notice to Proceed. If for any reason weather or shipping delays should occur the contractor shall notify the Housing Authority in writing of such and request a time extension. This notification must be sent before the Completion Date set by the contract and other change orders, if any.

**2.4.4** If the contract is not completed by the dead line established by paragraph 2.4.3 above , then liquidated damages shall be assessed. **§ 5.4 Liquidated Damages**

If the Contractor shall neglect, fail, or refuse to complete the Work within the time specified for Substantial Completion in the Contract all within such further times as may be properly granted by the Owner in accordance with the provisions of this Contract, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, as liquidated damages and not as a penalty, the sum of \$100.00 per day for each calendar day beyond the dates set forth in the Agreement that the Contractor fails to achieve Substantial Completion of occupancy for the Project. The said amount is fixed and agreed on by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time, such as loss of revenue, service charges, interest charges, delays caused to other construction activities of Owner by failure to perform this Contract, and other damages, some of which are indefinite and not susceptible of easy proof, said amount is agreed to be a reasonable estimate of the amount of damages which the Owner will sustain and said amount shall be deducted from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or his Surety shall pay the amount of the difference.

**2.4.5** Other Conditions:

1. Timing: Contractors shall confirm with the owner the scheduled date of demolition or construction work prior to proceeding with such work. The contractor shall also be responsible for notifying, in writing, all occupants of units in which they propose to work. The notice shall contain: the nature of the work, the date and time of that work, and the expected

duration of the work. The notice shall be delivered to the residents at least 48 hours prior to commencing the work.

All work will be done within the hours of 8:00 AM and 5:00 PM Monday through Saturday. Residents shall not be left without heat over any night and planned shutdowns of heat shall not last longer than four hours without express permission of the RHA.

2. Measurements: It is the contractor's responsibility to verify all measurements and descriptions in the field.
3. On site storage: The contractor may site a job trailer on site. The location to be chosen in conjunction with the RHA Staff.
4. Cleaning: All tools and uninstalled materials must be removed from each unit at the end of the day. Units must be cleaned (carpets vacuumed and floors swept and washed) at the end of each working day.
5. Submittals: Contractors are required to submit 3 copies of the shop drawings of all equipment, fixtures, and materials required for the job.
6. The contractor shall at the request of the Housing Authority assist the Authority by completing forms required by the Incentive programs for rebates available to the Authority.

2.4.6 Fees and Permits: The contractor is responsible for obtaining all permits required by the city of Rochester or the state. The cost of such permits shall be born by the contractor.

2.4.7 Section 3 Employment requirements:

- a. General Requirements - In addition to the requirements for equal employment opportunity, Section 3 of the Housing Act of 1968 requires that Public Housing Authorities and contractors hired by them make a good faith effort to hire persons meeting the low income standards to engage in work paid for with federal dollars. To that end the Housing Authority of the City of Rochester has adopted a special section of its procurement procedures, which require contractors bidding on work to certify that they will comply with the

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following requirements of Section 3. This certification is contained in the bid form SECTION 1.7 of these specifications.

b. Employment requirements of Section 3 - A prime contractor or its subcontractor(s) may meet resident hiring requirements through:

1. Direct hiring of Section 3 Residents including RHA public housing residents, Section 8 residents, and/or low and very low income neighborhood residents, or

2. A subcontract or joint venture with a Section 3 Business or a resident owned business. The business must be 51% or more owned by low income public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more low income public housing residents, Section 8 residents or low and very low income individuals who reside in the City of Rochester.

Contractors wishing to become certified as a Section 3 Concern should contact the RHA for information and assistance in obtaining that certification.

c. The RHA goal is that 30% of new hires by contractors working for the authority shall be section 3 qualified individuals. Contractors submitting bids under this specification and who certify that they are Section 3 Concerns or who can certify that new hires will be section 3 eligible may receive preference in the award of this contract.

d. Low bidders will be required to submit to the RHA a completed Section 3 Opportunities Plan within four business days of the bid opening, failure to submit the plan may cause the authority to request a plan from the next highest bidder. Copies of the plan form are attached as section 2.4A of this specification.

SECTION 2.4A  
SECTION 3 OPPORTUNITIES PLAN

This form must be filled out and submitted to the housing authority within four business days of the bid opening by the low bidder. Failure to submit the plan in time may cause the authority to request submission by the next lowest bidder.

**SECTION 3 OPPORTUNITIES PLAN**

**Business Opportunities and Employment Training for Housing Authority of the City of Rochester (RHA) Low and Very Low Income Public Housing Residents**

**PRIME CONTRACTOR'S NAME:** \_\_\_\_\_

**SPECIFICATION OR RFP NUMBER:** 22-02 CFP 501-20 BLI 1480

**SPECIFICATION OR RFP TITLE:** WSA Fascia Replacement

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and the HACP Section 3 Policy and Program requirements. The Contractor hereby submits this document to identify employment opportunities for RHA residents and low and very low-income families in the City of Rochester. The preference of RHA is to ensure that as many RHA residents as possible are employed. Contractors are required to comply with Section 3 requirements.

**HIRING**

The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract/Purchase Order # \_\_\_\_\_.

The Contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. A prime contractor may satisfy the RHA Resident Hiring Requirements through his/her subcontractors.

The Contractor shall complete the following table as instructed below (see table I):

- (1) Indicate each job title for all phases of this contract
- (2) The number of positions that will be needed in each category
- (3) How many of those positions are currently filled
- (4) The number currently filled by low and very low-income RHA residents
- (5) How many positions need to be filled and indicate your requirement for the number of positions you intend to fill with:
- (6) Low income RHA Residents
- (7) The number of hours worked by a hired Section 3 business or person.

Table I - Section 3 Labor Utilization Assessment and Plan

For each job title fill in the following table

Job Title: _____	Number needed: _____
Number already Hired: _____	By RHA Residents: _____
Number to be hired: _____	BY Rochester Area Low income Residents: _____

By signing below, the Contractor hereby agrees to comply with the selected Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the spirit and intent of the RHA Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form PRIOR to the AWARD of a contract from RHA. Failure to submit this form may jeopardize the responsiveness of your submission.

Attest/Witness

Company Name: \_\_\_\_\_

BY: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

Repeat as many times as necessary to describe the skills necessary to complete the work.

Job Title: \_\_\_\_\_ Number needed: \_\_\_\_\_

Number already Hired: \_\_\_\_\_ By RHA Residents: \_\_\_\_\_

Number to be hired: \_\_\_\_\_ BY Rochester Area Low income Residents: \_\_\_\_\_

Job Title: \_\_\_\_\_ Number needed: \_\_\_\_\_

Number already Hired: \_\_\_\_\_ By RHA Residents: \_\_\_\_\_

Number to be hired: \_\_\_\_\_ BY Rochester Area Low income Residents: \_\_\_\_\_

Job Title: \_\_\_\_\_ Number needed: \_\_\_\_\_

Number already Hired: \_\_\_\_\_ By RHA Residents: \_\_\_\_\_

Number to be hired: \_\_\_\_\_ BY Rochester Area Low income Residents: \_\_\_\_\_

Job Title: \_\_\_\_\_ Number needed: \_\_\_\_\_

Number already Hired: \_\_\_\_\_ By RHA Residents: \_\_\_\_\_

Number to be hired: \_\_\_\_\_ BY Rochester Area Low income Residents: \_\_\_\_\_

Job Title: \_\_\_\_\_ Number needed: \_\_\_\_\_

Number already Hired: \_\_\_\_\_ By RHA Residents: \_\_\_\_\_

Number to be hired: \_\_\_\_\_ BY Rochester Area Low income Residents: \_\_\_\_\_

Contractors Initials \_\_\_\_\_ Date \_\_\_\_\_



SECTION 2.5  
GUARANTEE

2.5.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of two (2) years from the date of acceptance. The Contractor warrants and guarantees for a period of two (2) years from the date of acceptance of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to other parts of the system resulting from such defects.

In order to implement the guarantee, the Owner may retain out of the moneys otherwise payable to the Contractor hereunder two percent (2%) of the amount thereof and may expend the same, in the manner hereinafter provided, in making such repairs, corrections or replacements in the work as the Owner, in its sole judgment, may deem necessary.

If at any time within the two year period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the work required is deemed an emergency by the Owner or his representative, the Contractor will be duly notified and offered an opportunity to respond within 24 hours. If the Contractor neglects to commence making such repairs, correction or replacements to the satisfaction of the Owner within three (3) days (or 24 hours if deemed an emergency) from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amount retained for that purpose. Upon the expiration of the said period of guarantee, provided that the work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, corrections, or replacements, in the manner aforesaid, have been paid therefrom.

2.5.2 The contractor shall provide the Rochester Housing Authority with any extended warrantee supplied by the manufacturer.