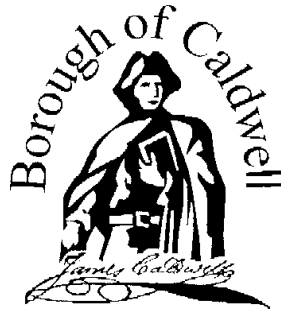


**BOROUGH OF CALDWELL
ESSEX COUNTY, NEW JERSEY**



ADVERTISEMENT

**NOTICE TO BIDDERS
FORM OF PROPOSAL
TECHNICAL SPECIFICATIONS**

**CALDWELL WASTEWATER TREATMENT PLANT
BIO SOLIDS HAULING AND DISPOSAL**

Paul M. Carelli
Borough Administrator
January 3, 2017

**BOROUGH OF CALDWELL
ESSEX COUNTY, NEW JERSEY**

NOTICE TO BIDDERS

NOTICE is hereby given that sealed bids will be received by the Borough of Caldwell (hereinafter called the "Owner") for:

**CALDWELL WASTEWATER TREATMENT PLANT
BIO SOLIDS HAULING AND DISPOSAL**

Sealed bids for the above named Contract will be received at the Borough Hall, 1 Provost Square, Caldwell, New Jersey 07006 on **Tuesday, February 7, 2017 at 10:00 a.m. prevailing time**, at which time they will be publicly unsealed and the contents publicly announced.

The work includes the furnishing of all labor, materials and equipment necessary to complete the work as described in the Specifications.

Bidders must use the prepared bid form which is contained in the Contract Documents. Each individual proposal must be separately enclosed in a sealed envelope addressed to the Borough Administrator, 1 Provost Square, Caldwell, New Jersey 07006 marked on the outside with the name of the project being bid on.

No bids will be received after the time and date specified, and no bids will be received by mail. Bids shall be received by courier service (date and time recorded) or shall be hand delivered. The Owner shall award the Contract or reject all bids within 60 days of bid opening, except that the bids of any bidders, who consent thereto may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

The Owner will evaluate bids and any award will be made to the lowest, responsive, responsible bidder in accordance with N.J.S.A. 40A:11-6.1. A copy of N.J.S.A 40A:11-6.1 is included in Section entitled Local Public Contract of this specification. The Owner reserves the right to reject any or all bids and to waive minor informalities or irregularities in bids received.

The qualification and reclassification of bidders will be subject to the statutory provisions contained in N.J.S.A. 40A:11-25 to 32 ("Local Public Contract Law"). A copy of N.J.S.A. 40A:11-25 to 32 is included in the Section entitled "Local Public Contract Law" of this specification.

Each bidder must submit with his bid a signed certificate stating that he owns, leases, or controls all the necessary equipment required to accomplish the work shown and described in the Contract Documents. Should the bidder not be the actual owner or leasee of such equipment, his certificate shall state the source from which the equipment will be obtained and, in addition, shall be accompanied by a signed certificate from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the Contract for which it is necessary. The bidder shall comply with the documentation requirements set forth in the Article of the Information for Bidders, entitled, "Bidder Submissions".

The successful bidder will be required to submit proof of insurance on or before execution of their respective Contracts as explained in the Contract Documents.

Bidders are required to comply with all relevant Federal and State Statutes, Rules and Regulations including but not limited to the applicable provisions of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000D-4A), the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et seq., the rules and regulations promulgated pursuant thereto, the State requirement for bidders to supply statements of ownership (N.J.S.A. 52:25-24.2) and the State requirement for submission of the names and addresses of certain subcontractors (N.J.S.A. 40A:11-16).

If the Contract is awarded, no refunds will be given. If for any reason the Contract is not awarded, refunds will be made to bidders pursuant to N.J.S.A. 40A:11-24(b) when the Contract Documents are returned in reasonable condition within 90 days of notice that the Contract has not been awarded.

Pursuant to N.J.S.A. 10:5-31 et seq., bidders are required to comply with the requirements of P.L. 1975 c. 127, NJAC 17:27.

Each Bidder must submit with his bid an "Ownership Disclosure Statement" and "Non-Collusion Affidavit" on the forms included in the Contract Documents.

Bidders and their subcontractors of any tier must comply with all applicable provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48) and the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25).

Pursuant to P.L. 2004, c.57 (N.J.S.A. 52:32-44) effective September 1, 2004, all business organizations that conduct business with a New Jersey government agency are required to be registered with the State of New Jersey. Bidders and their subcontractors must submit proof that at the time of the Bid they are registered with the New Jersey Department of Treasury, Division of Revenue by submitting a copy of their Business Registration Certificate prior to Contract award.

It is the purpose of this Notice to Bidders to summarize some of the more important provisions of the Contract Documents. Prospective bidders are cautioned not to rely solely on this summary, but to read the Contract Documents in their entirety.

Paul M. Carelli
Borough Administrator
January 3, 2017

**CALDWELL WASTEWATER TREATMENT PLANT
BIO SOLIDS HAULING AND DISPOSAL**

The Contractor shall agree to the following:

APPLICATION

- The bio solids hauling furnished under this Contract will be used as follows:

Bio solids hauling to disposal site

BID EVALUATION

- Bids will be evaluated on the following criteria:
- Price per gallon, and the ability to provide service.

CHEMICALS

N/A

CLERICAL CONTROL

- Attached to the invoice submitted for payment shall be the following:
- Each load is to be listed with date, volume and trip ticket number posted.

LOADING

- The Contractor's bid shall consider pick up of sludge when requested 7 days per week generally between 7 a.m. and 4 p.m. and the Borough may consider additional hours.
- Pickups shall be made by the Contractor no later than noon the next day after ordering loads to be picked up.
- Pickups shall commence upon order at any time after a formal Contract has been executed by the Borough and the bidder.
- In the event of any late pickup/delivery or failure to pick up at least 6,000 gallons per day when requested the Borough shall have the right to terminate this Contract at any time upon notification of such termination to the Contractor.
- The successful bidder shall certify before awarded the Contract that the bio solids will be delivered only by drivers who have had certified training in proper spill containment.
- The Contractor shall provide ullage charts for each tanker.
- All tankers will be inspected by Treatment Plant personnel before and after loading.

GENERAL REQUIREMENTS

- It is the intent of this solicitation to establish a Contract for regular Liquid Bio Solids hauling.
- Bio Solids hauling will be to Passaic Valley Sewerage Commissioners (PVSC), Newark, New Jersey. It may be necessary from time to time for the Borough of Caldwell to utilize other disposal outlets. The price bid for transportation to PVSC will be the price paid for transportation costs to Pequannock, Lincoln Park; Parsippany Troy-Hills Water Pollution Control Plant; and Stony Brook Regional Sewerage Authority.
- The bio solids are to be hauled and disposed of in accordance with all rules and regulations or laws of the Federal, State or other governmental agency including the Borough of Caldwell and Passaic Valley Sewerage Commissioners or other Authority having jurisdiction thereof.
- The Contractor shall be required to have a tanker vehicle with a minimum capacity of 5,000 gallons; equipped with necessary appurtenances. The contractor shall be capable of hauling 70,000 gallons per day when required by the Borough of Caldwell to meet the needs of the Borough of Caldwell.
- The Borough of Caldwell makes no warranty on the condition and/or thickness of the bio solids to be hauled. The contractor should assume that the thickness will vary and will be required to haul whatever material is encountered. Failure to haul quantity of bio solids required by this contract may result in the termination of the contract by the Borough of Caldwell.

BONDS AND INSURANCE

The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

Workers' Compensation

- | | |
|---------------------------|-------------|
| (1) Workers' Compensation | Statutory |
| (2) Employer's Liability | \$1,000,000 |

Comprehensive General Liability including Premise/Operations; Explosion, Collapse and Underground Property Damage; Products/Completed Operations, Broad Form Contractual, Independent Contractors; Broad Form Property Damage; and Personal Injury liabilities:

- | | | |
|--------------------|-------------|------------------|
| (1) Bodily Injury: | \$5,000,000 | Each Occurrence |
| | \$5,000,000 | Annual Aggregate |

- | | | |
|----------------------|-------------|------------------|
| (2) Property Damage: | \$5,000,000 | Each Occurrence |
| | \$5,000,000 | Annual Aggregate |

- (3) Personal Injury, with employment exclusion deleted. \$5,000,000 Annual Aggregate

Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles:

(1) Bodily Injury	\$5,000,000	Each Person
	\$5,000,000	Each Accident
(2) Property Damage	\$5,000,000	Each Occurrence

THE ANNUAL AGGREGATE LIMIT SHALL APPLY TO THIS PROJECT.

The insurance shall include Borough or Borough's agent as additional insured.

CONTRACTOR may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with these specifications. Evidence of such excess liability shall be delivered to Borough in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance. The umbrella liability insurance shall have a combined single limit of not less than \$5,000,000.

CONTRACTOR shall purchase and maintain a separate Owner's Protective Liability policy, issued to OWNER at the expense of CONTRACTOR, including OWNER, and Owner's Agent as named insured. This insurance shall provide coverage for not less than the following amounts:

Bodily Injury	\$5,000,000	Each Occurrence
Property Damage	\$5,000,000	Each Occurrence
	\$5,000,000	Annual Aggregate

THE ANNUAL AGGREGATE LIMIT SHALL APPLY TO THIS PROJECT.

POLLUTION LEGAL LIABILITY

1. Contractor (Transporter, Facility Owner) shall purchase and maintain in force for the duration of the contract insurance for pollution legal liability applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from the insured facility. Coverage shall be maintained in an amount of at least \$5,000,000 per loss, with an annual aggregate of at least \$5,000,000.

2. Coverage as required in paragraph 1 shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants

3. Insurance as required in paragraph 1 shall be placed with an insurer acceptable to the Owner.

4. If coverage as required in paragraph 1 is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of one (1) year beginning from the time that work under this contract is completed.

5. Contractor shall provide to Owner a certificate of insurance documenting the existence of coverage as required in the Bonds and Insurance section of this contract. The certificate shall be signed by a person authorized by the insurer to bind coverage on its behalf as described in the certificate. Such certificate shall be delivered to Owner before work under this contract commences.

THE ANNUAL AGGREGATE LIMIT SHALL APPLY TO THIS PROJECT.

The insurance coverage shall contain a provision, which forbids any changes or material alterations in the coverage without providing thirty (30) days written notice to the Borough.

PAYMENTS

The Contractor shall submit purchase orders and vouchers by the first business day of the month. The Contractor's invoice shall be identified and itemized as follows:

The total dollar amount of the invoice is to reflect the price bid (in gallons), times the number of gallons hauled.

Each load is to be listed by date, volume, and trip ticket number posted.

QUANTITY

The Borough approximates the number of gallons to be hauled during the period of twelve (12) months, as set forth herein, as follows:

Bio Solids 6,000 to 6,000,000 gallons
50,000 gallons shall be utilized to set Performance Bond limits.

This is only an estimate and there is no guarantee on the minimum volume or a limit on the maximum volume of BioSolids to be hauled during the term of the contract.

SCOPE

The cost listed on the proposal form herein shall include all chemicals, labor, freight, transportation, charges, profits, etc.

Bids will only be considered for bio solids hauling as outlined in the General Requirements. Bids based on furnishing any other product or process will not be considered, and will be rejected as non-responsive.

TECHNICAL SPECIFICATIONS

N/A

TERM OF CONTRACT

This Contract shall be for the period commencing **March 1, 2017** and ending **February 28, 2018**.

**CALDWELL WASTEWATER TREATMENT PLANT
DISPOSAL OF BIO SOLIDS**

BID DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	Acknowledgment Of Receipt Of Addenda	
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	

BID PROPOSAL FORM

CALDWELL WASTEWATER TREATMENT PLANT DISPOSAL OF BIO SOLIDS

The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

Amount in words – per gallon

\$ _____
Amount in numbers – per gallon

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

**CALDWELL WASTEWATER TREATMENT PLANT
DISPOSAL OF BIO SOLIDS**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2_____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall expeditiously forward* or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.