

**TOWNSHIP OF CHESTERFIELD
NOTICE TO BIDDERS
2021 MOWING & MAINTENANCE OF OLD YORK VILLAGE**

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Chesterfield, New Jersey for the 2021 Mowing & Maintenance of Old York Village further clarified within the bid specifications located on the Township of Chesterfield website www.chesterfieldtwpnj.gov. Said bids will be opened at **10:00 AM** prevailing time on **DECEMBER 22, 2020**, and publicly opened at the Township of Chesterfield Municipal Building located at 295 Bordentown-Chesterfield Road, Chesterfield, New Jersey 08515.

Specifications and bid documents may be obtained from the township's website at www.chesterfieldtwpnj.gov. An onsite prebid meeting has been scheduled for Tuesday, December 1, 2020 at 2:00 PM in Old York Village, near the Chesterfield Township Elementary School at the corner of Saddle Way and Thorn Lane.

Submissions must be on the standard proposal form in the manner designated therein and enclosed in a sealed envelope bearing the name and address of the bidder and the contract description on the outside, addressed to the Municipal Clerk of the Township of Chesterfield. The bidder shall also provide an exact copy of the bid documents on a USB flash drive in the bid envelope. Bidders are to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

All bids shall be submitted no later than the hour, date and place indicated above for receiving sealed bids. The Township Committee reserved the right to reject any or all bids or to waive any technical defects and make the award to the bidder most competent to serve the Township's requirements. The Township shall have sixty (60) days within which to accept or reject bids.

Caryn M. Hoyer, RMC
Township Clerk

Published: November 19, 2020

BID REQUIREMENTS

INTENT

Chesterfield Township is seeking sealed bids from qualified bidders to provide mowing and maintenance services to several areas in Old York Village as depicted on the attached maps. The contractor will be required to provide any and all necessary personnel, equipment and material.

GENERAL CONDITIONS:

1. Chesterfield Township reserves the right to accept or reject any, and/or all proposals, wholly or in part, and/or to waive formalities if it is considered in the best interest of Chesterfield Township to do so.
2. As used in this bid specification, the terms "contractor," "bidder," and "vendor" shall be synonymous.
3. The term of this contract is for the 2021 calendar year.
4. Each bidder is required to provide a complete and accurate description of its own services. Each respondent shall provide a detailed description of the services provided and which they propose to use/furnish to meet the Township's needs.
5. All material used shall be of the best quality of their respective kinds. All work performed shall be in the most skillful manner. Materials used and work performed shall, in every respect, meet the complete satisfaction of Chesterfield Township. Chesterfield Township will be solely responsible for determining the "Quality of Service" provided or remedy for deficient work.
6. It shall be noted that Chesterfield Township is seeking a service that closely matches the attached specifications. Extensive time has been put into preparing the attached specifications as they relate to the needs of Chesterfield Township.
7. Specifications contained herein are considered minimum.
8. Any exceptions, variations, deviation and clarifications to these specifications must be set forth on an attached sheet entitled "**EXCEPTIONS TO THE SPECIFICATIONS**" and made part of the proposal. They should include the page number and description as they are referred to in the proposal specifications. Chesterfield Township reserves the right to accept or reject each exception taken as it applies to specified item(s).
9. Certificate of Non-Collusion: Each proposal shall include a Certificate of Non-Collusion, signed by the same officer of the respondent who will sign the Contract if awarded.
10. The bidder shall carry liability insurance naming the Township as an additional insured, in an amount not less than One Million Dollars (\$1,000,000.00) per individual and Two Million Dollars (\$2,000,000.00) in the aggregate for any claim or claims arising out of the vendor's performance or non-performance of its duties and obligations under the contract. The vendor shall provide the Township with a Certificate of Insurance evidencing such coverage during the contract. The certificate of insurance shall name Chesterfield Township as an additional insured and certificate holder. Such insurance policies shall

require thirty (30) day prior written notice of any cancellation or change which would affect the coverage required herein.

The Township shall maintain general comprehensive liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for any claim or claims arising out of the Township's performance or non-performance of its duties and obligations under this Agreement. The Township shall provide the successful bidder with a Certificate of Insurance upon request. Any changes or cancellation in coverage shall be noticed to the vendor with prior written notification of thirty (30) days. The vendor agrees to indemnify and hold harmless Chesterfield Township from any claims arising from the actions and/or negligence of the vendor or its employees, agents or servants in connection with the performance of the vendor's duties under this contract.

11. Bid Guarantee and Surety Requirements:

A. Bid Guarantee

1. Enclosed with the bid must be a security in the form of a certified check, cashier's check or a Bid Bond issued by a Surety Company. The total amount of the Bid Guarantee shall be not less than 10% of the total price bid, but not in excess of \$20,000.00. Cash or negotiable securities will not be accepted.

B. Consent of Surety

1. Enclosed with the bid must be a Consent of Surety certifying that if the Contract is awarded to the stated bidder, the surety company will provide a performance bond in a sum not less than the total price bid for the project. The form of the consent is subject to Municipal Attorney review.

12. By submitting the proposal, the bidder certifies that they fully understand all the requirements included in the proposal terms and specifications, and are fully informed as to the nature, scope, and time frame of the type of service to be provided.

13. Vendor shall perform its services in accordance with the 2021 Mowing and Maintenance Scheduled incorporated herein.

14. References: Bids will only be accepted from vendors located in the continental United States who have an established reputation of permanency and reliability. Each respondent shall furnish satisfactory evidence of their ability to provide the services as specified by indicating a minimum of three customers to whom the vendor provide substantially similar services as are specified herein.

17. Maps are attached to show the location of the properties. It is recommended the contractor visit the sites as there are wooded areas and ponds that would not require maintenance. In addition, a pre-bid meeting is scheduled for December 1, 2020.

18. Payment. The Township will compensate the vendor for the figures identified in the successful vendor's bid on a monthly basis.

*Questions about the specification or the bid proposal should be directed to:
Thomas A. Sahol, Township Administrator (609) 298-2311 x 101
Troy Ulshafer, Public Works Foreman (609) 298-2311 x 161*

TOWNSHIP OF CHESTERFIELD

2021 MOWING & MAINTENANCE SCHEDULE

OLD YORK VILLAGE

BID DOCUMENT CHECKLIST

Submission Requirement

Initial each required entry upon submission.

Proposal Form (page 5 signed)	
Stockholder Disclosure Certification (page 11) (form attached)	
Subcontractor certification (page 13)(form attached)	
Non-Collusion Affidavit (page 12)(form attached)	
References (page 3, paragraph 14)	
State of NJ Business Registration Certificate (attached)	
Mandatory Affirmative Action Language (attached)	
Americans with Disabilities Act of 1990 Language (attached)	
Certificate of Insurance (Page 2 paragraph 10)	
Explanation of Exceptions (if "no exceptions" indicated in check-off on page 5, then explanation need not be submitted.)	

CHESTERFIELD TOWNSHIP

2021 MOWING & MAINTENANCE SERVICES - OLD YORK VILLAGE

PROPOSAL FORM

The undersigned proposes to furnish and deliver 2021 Mowing & Maintenance Services for Old York Village pursuant to the bid specification made part hereof.

The undersigned, as bidder, declares that:

1. (s)he has carefully examined the advertisement for proposals, specification and forms for contract and bond, and the accompanying maps mentioned;
2. (s)he has familiarized himself with all Federal, State and local laws, ordinances, rules and regulations affecting the proposed Project;
3. (s)he has visited the sites of the work and made such independent investigations as he deems necessary; and
4. (s)he has examined fully the conditions, costs and expenses involved in performance of the proposed work; and
5. s(he) hereby proposes and agrees that if this proposal is accepted (s)he will enter into contract with Chesterfield Township in the County of Burlington, to provide the necessary equipment, machinery, tools, power, labor, services, hauling, superintendence and all materials and things required for, and will do and perform all work of installation, construction and completion of the entire Project described in said specifications and/or illustrated on the maps, all in entire accordance with the requirements of the said specifications for the following prices, to wit:

TOTAL BID AMOUNT

_____ \$ _____
Total amount is to be shown in both words and figures. In case of discrepancy the amount shown in words will govern.

WERE ANY EXCEPTIONS TO THE SPECIFICATIONS TAKEN ? Yes () No ()

If "Yes" you must submit a detailed description of the exception.

Company Name: _____

Contact Name: _____

Contact Signature: _____

CHESTERFIELD TOWNSHIP

2021 MOWING & MAINTENANCE SERVICES - OLD YORK VILLAGE

CONTRACTOR INFORMATION

Primary Office Location

Corporate Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Primary Contact: _____

E-mail address: _____

Federal I.D. # or Social Security #

Signature of Authorized Agent

Type or Print Name

Title: _____

Date

Fax Number

E-mail address

**CHESTERFIELD TOWNSHIP
OLD YORK VILLAGE**

2021 MOWING & MAINTENANCE SCHEDULE
APRIL 1, 2021 to NOVEMBER 30, 2021

A. TURF AREAS

1. Beginning April 1, 2021, weather permitting weekly mowing of turf areas at a height of not less than three (3") inches or more than three and one-half (3 1/2") inches. Cut grass will not be bagged or raked for removal. However contractor will be responsible to ensure windrows of mulched grass are not present at the end of a mowing sequence.
2. Mowing shall be completed at intervals of not more than seven (7) days, weather permitting. The mowing schedule shall be adjusted during extreme rain or drought conditions and as agreed upon by the township and the contractor.
3. Grass will be line trimmed around all trees, shrubs, buildings, poles, steps and walks not reached by mowers.
4. Edging of curbs and walkways shall commence immediately upon contract implementation and every second week thereafter for the contract period.
5. Bi-weekly edging of mulched tree rings and landscape beds shall be performed in order to maintain a neat and orderly appearance and to prevent the encroachment of grass or other growth into the mulched areas.
6. Mowing debris will be blown from sidewalks, roadways, or parking lots. Under no circumstances shall debris, including mowed grass, be allowed to enter storm water control structures, devices, ponds, etc.
7. To reduce unwanted, unsightly debris scattering and polluting of the environment, policing of the mowing sites and debris pick up will take place during maintenance mowing.
8. All turf will be monitored by the contractor for any signs of development of disease or feeding insects that might adversely affect the growth of the areas. Notification and recommended action will be given to the Township of Chesterfield by written report send via email, fax, or mailed. Verbal reporting of such conditions is not an acceptable means of communicating concerns of this nature. No pesticide will be applied without the express written consent of Chesterfield Township and no pesticides shall be applied needlessly. All turf applications will be applied in strict conformity with the manufacturer's specifications under the contractor's pesticide license. Material Safety Data Sheets (MSDS) will be sent to the Township of Chesterfield for reference.

B. SHRUBS, TREES, AND PLANTING BED MAINTENANCE

1. Planting bed maintenance shall consist of weekly weed control by pulling materials, pruning, disease and insect control (with approval after receipt of written report and pricing specific to the issue at hand) necessary to ensure healthy weed free bedding areas.

2. All plants, shrubs and trees shall be neatly pruned in a consistent manner to preserve their natural character. New growth (suckers, off-shoots) shall be taken off immediately.
3. All shrubs and trees shall be maintenance pruned. Contractor is only required to perform maintenance pruning of dead or broken limbs to a maximum height of fifteen (15') feet above surrounding grade. Flowering shrubs will be pruned after bloom.
4. Spot pruning of trees and shrubs will be completed upon request.
5. All shrubs and trees will be inspected continuously for any signs of development of disease or feeding insects that might adversely affect the growth of the areas. Notification and recommendation action will be given to the Township of Chesterfield. No pesticide will be applied needlessly.

2021 MISCELLANEOUS MAINTENANCE SCHEDULE

A. MARCH 1, 2021 – APRIL 15, 2021

1. In preparation for the season, contractor shall remove winter debris, i.e. leaves, branches, and trash, from all township parcel lawn areas and shrub beds. Contractor is responsible for disposal of all debris.
2. Dead shrubbery or plants shall be removed. Ornamental grasses and perennials shall be cut back. Flowering shrubs will be pruned after bloom. Contractor is responsible for disposal of all debris.
3. Unneeded tree stakes, binding wires/ropes, etc. shall be removed in preparation for the season.
4. A minimum of 2" depth new mulch shall be applied to all planting beds and tree rings as specified on the attached maps which are made part of these specifications. Such mulch installation shall be performed between April 1st and May 1st. Mulch shall be supplied by the contractor.

B. APRIL - OCTOBER

1. Maintain the intended shape and form of all deciduous and evergreen shrubs and trees (up to 15') to promote healthy growth and to attain optimum growth and appearance.
2. On a cost-per-application basis to be quoted upon determination of need, selectively spray shrubs and trees with an insecticide mixture. ***This work is not to be part of the contractors bid submittal, but shall be requested from time-to-time when the need is realized.***

C. NOVEMBER

1. Upon completion of the final mowing for the season, remove accumulated leaves and debris to assure a neat appearance during the winter months. Work to be completed by November 30, 2021.

2021 MISCELLANEOUS PROVISIONS

All work performed by the contractor shall be subject to review and approval by the Chesterfield Township Public Works Foreman.

**2021 WORK AREAS AND MAPPING,
CONTRACTORS INTERPRETATION,
AND INFORMATION RESOURCES**

Work areas are generally described as being township-owned parcels and right-of-ways adjacent to streets, roads, parks, parking areas, playgrounds, open space areas, and water retention/detention areas within what is locally known as Old York Village.

For the benefit of bidders, eight (8) aerial photographs of Old York Village have been modified to indicate the work areas and general limits of maintenance. The full extent of the area shown on the maps is not necessarily subject to mowing due to the existence of ponds, woods, or habitat areas not requiring maintenance service. Therefore, bidders are strongly encouraged to review these modified aerial photographs as compared to actual worksite locations. Any question or concern about the limits of work or locations should be immediately addressed by contacting the township for verification.

An onsite bidder review meeting has been scheduled for TUESDAY, DECEMBER 1, 2020 at 2PM. The bidder meeting will take place in Old York Village, near the Chesterfield Township Elementary School, at the traffic circle located at the corner of Saddle Way and Thorn Lane.

Questions about the specification or the bid proposal should be directed to the Public Works Foreman Troy Ulshafer at 609-298-2311 ext. 161 or the Township Administrator Thomas A. Sahol at 609-298-2311 ext. 101.

**THE TOWNSHIP OF CHESTERFIELD HAS THE RIGHT TO MODIFY AND ADD
ADDITIONAL LOCATIONS IF DEEMED NECESSARY**

STOCKHOLDER DISCLOSURE CERTIFICATION
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.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
- Limited Partnership Partnership Limited Liability Corporation Limited Liability
- Subchapter S Corporation

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

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this _____ day of

_____, 2____.

(Affiant)

(Notary Public)

My Commission expires:

(Print name & title of affiant)

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ of the City of _____ 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 _____
(NAME)

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 Township of Chesterfield relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for 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 of understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by _____ (Name of Contractor) (N.J.S.A. § 52:34-15).

Print name of affiant under signature

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public of

My commission expires _____

SUBCONTRACTOR CERTIFICATION FORM

If awarded the Contract, the undersigned bidder will enter into subcontracts with the following Subcontractors. For each subcontractor list, a valid Business Registration Certificate must also be submitted.

Contractor	Address	Purpose for Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed, sealed and dated this _____ day of _____,

(TITLE)

**AFFIRMATIVE ACTION QUESTIONNAIRE
ON PROCUREMENT AND SERVICE CONTRACTS**

Bidder shall complete this questionnaire. In the event that you or your firm is awarded this contract, the necessary forms will be sent to you; this form, with information below, MUST be submitted with the Bid Proposal:

- A. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Township of Chesterfield.
 - (A) An existing federally approved or sanctioned affirmative action program.
 - (B) A Certificate of Employee Information Report Approval.
 - (C) If the Contractor cannot present "A" or "B", the Contractor is required to submit a completed Employees Information Report (Form AA302). This form will be made available to the successful bidder by the Township of Chesterfield.
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The following questions must be answered by all Contractors.

- 1. Do you have a federally approved or sanctioned Affirmative Action Program?
YES_____ NO_____

 - (A) If yes, please submit a photocopy of such certificate.

- 2. Do you have a State Certificate of Employee Information Report approval?
YES_____ NO_____

 - (A) If yes, please submit a photocopy of such certificate.

- 3. Have you completed Employees Information Report (Form AA302)?
YES_____ NO_____

 - (A) If yes, please submit appropriate copy of such form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law.

COMPANY: _____

SIGNATURE: _____

TITLE: _____

NOTE: A Contractor's contract must be rejected as nonresponsive if a contractor fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27).

**MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
P.L. 1975, c. 127 (N.J.A.C. 17:27)
EXHIBIT A**

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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation. 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, sex, affectional or sexual orientation.

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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17-27-5.2 promulgated by the 'Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including 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, sex, affectional or sexual orientation, 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 a 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.

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, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT") (42 U. S. C. S 12 101 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 thereto, 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 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 proceedings 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.