



Department of Natural Resources and Environmental Control  
Division of Waste and Hazardous Substances  
Solid and Hazardous Waste Management Section

December 19, 2013

ISSUED BY: Debra Nielsen  
Engineer III  
302-739-9403, ext. #8

SUBJECT: **AWARD NOTICE**  
**NAT13026-YWSITPOLLY**  
**DNREC Polly Drummond Hill Road Community Yard Waste Drop Off Site**  
**Operation and Maintenance or Alternative**

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**OF**  
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**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

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Contract shall be valid for a two year period from December 19, 2013 through December 15, 2015.

**2. VENDORS**

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Zeager Bros, Inc.  
4000 East Harrisburg Pike  
Middletown, PA 17057

**3. SHIPPING TERMS**

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Not applicable.

**4. DELIVERY AND PICKUP**

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Service to be provided at DNREC's Polly Drummond Hill Road community yard waste drop-off site, located on the west side of Polly Drummond Hill Road; just across from the Judge Morris Estate, in the White Clay Creek State Park in Newark, Delaware.

**5. PRICING**

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Prices will remain firm for the initial term of the contract.

\$20 for each ton of mulch produced and removed from the yard waste site, or each ton of unprocessed yard waste removed from the yard waste site, to DNREC'S satisfaction.

**ADDITIONAL TERMS AND CONDITIONS**

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**6. BILLING**

The vendor is required to bill to:

State of Delaware  
DNREC/SHWMS  
89 Kings Highway  
Dover, DE 19901

Attention: Debra Nielsen

Phone: 302-739-9403, ext. #8

For payments related to #NAT\_13026\_YWSITPOLLY

**7. PAYMENT**

The Agency will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**8. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by DNREC to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**9. ORDERING PROCEDURE**

The ordering agency will place their orders by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**10. REQUIREMENTS**

See attached Scope of Work.

**11. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**12. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**13. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**14. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and

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decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the State cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then formally contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

## **SCOPE OF WORK**

### **DNREC Polly Drummond Hill Road Community Yard Waste Drop Off Site Operation and Maintenance Agreement**

As set forth in this Scope of Work, ZEAGER BROS., INC. shall provide the following services at the Delaware Department of Natural Resources and Environmental Control (DNREC) Polly Drummond Hill Road Yard Waste Drop-off Site (located on the west side of Polly Drummond Hill Road just across from the entrance to the Judge Morris Estate, as shown in Exhibit A):

1. Operate and maintain the site to allow residents of the State of Delaware to drop off yard waste from their own properties free of charge from December 16, 2013 through December 15, 2015.
2. Advise site users of proper site usage.
3. Adequately maintain the site to safely accommodate the flow of traffic entering, using and exiting the site. ZEAGER BROS., INC. shall notify DNREC in writing 30 days in advance, and receive approval from DNREC, in the event that they wish to make any physical alterations to the site.
4. Maintain the site's perimeter, yard waste drop off area, and entrance and exit road inside the gate. The site's surface, including the entrance road, shall be maintained so as to prevent rutting and creation of mires and must be sufficiently level and firm to prevent site users from getting bogged down or stuck.
5. Clear the yard waste drop-off area of yard waste at a frequency that allows safe and reasonable entrance, usage, and exit from the site. This shall be accomplished by removing the yard waste from the site or aggregating the yard waste into piles such that it does not interfere with the public's ability to safely access, use, and exit the site. In the event the ZEAGER BROS., INC. fails to clear the site of yard waste as needed for public use, DNREC shall arrange for clearing and ZEAGER BROS., INC. shall reimburse DNREC within 30 days of billing for the cost of clearing not less than \$500 per site clearing.
6. Not less than every three months, remove aggregated yard waste from the site for an appropriate use at an alternate location or grind the yard waste into mulch on site. ZEAGER BROS., INC. shall notify DNREC at least 10 days in advance when a grinding event is required. ZEAGER BROS., INC. shall remove mulch that is produced at the yard waste site so that it does not interfere with the public's ability to safely access, use, and exit the site. In the event ZEAGER BROS., INC. fails to clear the site of yard waste or mulch as needed for public use in DNREC's sole discretion, DNREC shall arrange for removal and ZEAGER BROS., INC. shall reimburse DNREC within 30 days of billing for the cost of removal, or DELAWARE shall deduct an equal amount from subsequent payment(s) to ZEAGER BROS., INC. All yard waste and mulch stockpiled on site shall be properly maintained to prevent odors and conditions which result in spontaneous combustion or otherwise result in a fire hazard.
7. Submit reports on quantities of all incoming material, quantities of all outgoing material, site maintenance activities, and site operations to DNREC upon DNREC's request.
8. If, for safety reasons, it is necessary to close the site during grinding events or for any other reason, residents shall be given a minimum of 10 days' notice of the closure and expected duration of closure. DNREC shall also be notified of closures at least 10 days in advance, and work with the ZEAGER BROS., INC. on issuing a press release to notify the public.
9. Provide for removal of all non-yard waste debris from the yard waste site and properly recycle or dispose of it in a timely fashion. ZEAGER BROS., INC. may be able to dispose of non-yard waste debris through the cooperative arrangement between DNREC and the Delaware Solid

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Waste Authority (DSWA).

10. ZEAGER BROS., INC. is responsible for:
  - a. Following all laws, regulations, and ordinances;
  - b. Obtaining any necessary permits or approvals; and
  - c. Coordinating with the landowner as necessary to obtain any permits or approvals.
11. The Polly Drummond Hill Road yard waste drop-off site is located on land owned by the Delaware Division of Parks and Recreation, and, as such, ZEAGER BROS., INC. shall not interfere with the recreational use, agricultural activity, or management of the property without the permission of the Division of Parks and Recreation.
12. ZEAGER BROS., INC. shall be responsible for providing and maintaining a barrier between the yard waste drop-off site and the remainder of the property, at a location defined by DNREC.
13. Ensure that signage provided by DNREC, indicating appropriate contact information and hours of site operation, remains posted and clearly visible at all times.
14. Manage yard waste, mulch, and non-yard waste debris piles in a way that allows optimum coverage of the yard waste site by DNREC'S enforcement cameras.
15. Site shall be open for yard waste drop-off seven days a week from 8:30 a.m. to 4:30 p.m. (except holidays or extenuating circumstances, or closure if needed for grinding events).
  
16. PROJECT SCHEDULE
  - a. ZEAGER BROS., INC. shall clear the site entrance and push back the yard waste at the site at a frequency determined by DNREC.
  - b. Yard waste grinding shall take place as needed, and DNREC shall be notified at least 10 days in advance of the actual start date of each grinding event.
  - c. All grinding shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday. All push-backs shall be done between 8:00 a.m. and 5:00 p.m. Monday through Friday, and between 12:00 noon and 5:00 p.m. on Saturday.