



STATE OF DELAWARE  
DEPARTMENT OF TRANSPORTATION  
PO BOX 778  
DOVER, DELAWARE 19903

JACK MARKELL  
GOVERNOR

SHAILEN BHATT  
SECRETARY

**VIA WEBSITE POSTING**

(302) 760-2030  
FAX (302) 739-2254

June 23, 2014

Contract No. DOT1419-LAND\_BED  
Landscape Bed Maintenance, Statewide, Calendar Years 2014-2016  
Statewide

Ladies and Gentlemen:

Enclosed is Addendum No. 1 for the referenced contract consisting of the following:

1. Nine (9) pages, Special Provisions, pages 13 through 21, revised, to be substituted for the same pages in the Proposal.
2. Two (2) pages, Technical Specifications, pages 22 and 23, revised, to be substituted for the same pages in the Proposal.
3. One (1) page, Special Provisions, 737520 - Landscape Maintenance, page 24, revised, to be substituted for the same page in the Proposal and three (3) pages, pages 24A through 24C, new, to be added to the Proposal.
4. Seven (7) pages, Special Provisions, 737523 - Plantings, pages 27 through 33, revised, to be substituted for the same pages in the Proposal and one (1) page, page 33A, new, to be added to the Proposal.
5. Twelve (12) sheets, Appendix A - Locations, new, to be added to the Proposal.

Please note the revisions listed above and submit your bid based upon this information.

Sincerely,

*signature on file*

James H. Hoagland  
Contract Services Administrator

:jhh  
Enclosures



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## II. SPECIAL PROVISIONS

It is the intent of this Contract to provide for the maintenance of established landscape beds at various locations throughout the state. Work shall include edging, mulching, pre- and post- emergent weed and grass control, noxious and invasive weed control, insect control, weeding, removal and replacement of dead plant material, planting, transplanting, watering replacement plants, pruning, re-staking and guying, and saucer reconstruction as directed by the Engineer.

### 1. CONTRACT REQUIREMENTS

This contract will be issued to cover the requirements for the Delaware Department of Transportation.

### 2. AGENCY USE CONTRACT

Pursuant to 29 Del. C. §6904(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

### 3. CONTRACT TERM

Term of this contract is from date of execution, to December 31, 2016.

### 4. PRICES

**Prices shall remain firm for the full term of the contract. All prices shall be quoted in U.S. Dollars.**

### 5. PRICE ADJUSTMENT

The Vendor is not prohibited from offering price reductions, nor is the State prohibited from requesting price reductions, and the contract may be amended at any time upon agreement of both parties for such reductions.

### 6. SHIPPING TERMS

F.O.B. destination; freight pre-paid.

### 7. QUANTITIES

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

Prior contract utilization may be viewed at the following site, if available: <http://contracts.delaware.gov/>.

### 8. FUNDING OUT

The continuation of this contract is contingent upon funding appropriated by the legislature.

### 9. BID BOND REQUIREMENT

Each bidder shall furnish a bond to the State of Delaware for the benefit of the Delaware Department of Transportation in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an

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insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to the Delaware Department of Transportation in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

**10. PERFORMANCE BOND REQUIREMENT**

Contractors awarded contracts are required to furnish a yearly Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of the Delaware Department of Transportation with surety in the amount of 100% of the Calendar Year's bid price. Performance Bonds must be issued prior to any work commencing for each Calendar Year. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted in the form of good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware. If Government Support Services bond form is not utilized, the substituted bond form must reflect the minimum conditions specified in Government Support Services Bond Form.

**11. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
and
- b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
or
- c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
or
- d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.  
and
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.  
and
- f. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Delaware Department of Transportation

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Send to Attention of:

Contract Administration

800 Bay Road, Dover, DE 19901

**Note: The State of Delaware shall not be named as an additional insured.**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

## **12. BASIS OF AWARD**

The Delaware Department of Transportation shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Delaware Department of Transportation reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

## **13. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful vendor shall either furnish proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

## **14. HOLD HARMLESS**

The successful bidder 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 successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

## **15. OWNERSHIP OF INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

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**16. NON-PERFORMANCE**

In the event the vendor 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 vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

**17. FORCE MAJEURE**

Neither the vendor 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.

**18. CONTRACTOR NON-ENTITLEMENT**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

**19. MANDATORY USAGE REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Sample Report 1) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Orders 14 and 29 – Increasing Supplier Diversity Initiatives within State Government and Ensuring Representation of Veteran-Owned Businesses (VOBE) including Service Disabled Veteran Owned Businesses (SDVOBE), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council,

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Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Sample Report 2.

Accurate 2nd Tier reports shall be submitted to the Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@state.de.us) on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

## **20. BUSINESS REFERENCES**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

**PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.**

## **21. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished 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.

## **22. BILLING**

**The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.**

## **23. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. 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.

## **24. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Delaware Department of Transportation to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

## **25. BID/CONTRACT EXECUTION**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Transportation.

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The State of Delaware requires completion of the Delaware Substitute Form W-9 to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

## **26. CONTRACTOR RESPONSIBILITY**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

## **27. PERSONNEL**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

## **28. LIFE CYCLE COSTING**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment

## **29. ENVIRONMENTAL PROCUREMENT PRODUCTS**

- a. Energy Star - If applicable, the Contractor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Contractor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.
- b. Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.
- c. Contractors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).
- d. Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.



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**30. TERMINATION FOR CONVENIENCE**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

**31. TERMINATION FOR CAUSE**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

**32. AUDIT ACCESS TO RECORDS**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**33. VENDOR EMERGENCY RESPONSE POINT OF CONTACT**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

**34. SUBCONTRACTS**

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any

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noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

### **35. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- 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 or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

### **36. CONFIDENTIALITY**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

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Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the ITB number. The envelope must contain Attachment H describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

If the Vendor does not have any documents it declares confidential or proprietary, Attachment H should be completed by checking the appropriate box found at the top of the attachment.

**37. NUMBER OF COPIES WITH MAILING OF PROPOSAL**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this ITB. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies of the Bid Form. Paper copies must contain original signatures in all locations requiring signatures.

**38. LOCATIONS OF WORK**

The attached location listings are for reference only. Work will be located where most advantageous to the Department, at the discretion of the Engineer. It shall be the responsibility of the contractor to reflect the condition in their bid.

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Title: LANDSCAPE BED MAINTENANCE, STATEWIDE, CALENDAR YEARS 2014-2016

### III. TECHNICAL SPECIFICATIONS

#### **SPECIFICATIONS:**

The specifications entitled "Delaware Standard Specifications, for Road and Bridge Construction, August, 2001", hereinafter referred to as the Standard Specifications, Supplemental Specifications issued as of the advertisement date of this proposal, the Special Provisions, Technical Specifications, this Bid Proposal, and any addenda thereto shall govern the work to be performed under this contract.

Prior to beginning the construction in the areas of underground utilities, the contractor shall give notification by telephone by calling "Miss Utility" (800-282-8555) a minimum of fourteen (14) working days in advance. Construction shall not occur over underground utilities unless approved by the engineer.

#### **SUPPLEMENTAL SPECIFICATIONS**

SUPPLEMENTAL SPECIFICATIONS TO THE AUGUST 2001 STANDARD SPECIFICATIONS EFFECTIVE AS OF THE ADVERTISEMENT DATE OF THIS PROPOSAL ARE INCLUDED BY REFERENCE.

The Supplemental Specifications can be viewed and printed from the Department's Website.

To access the Website:

- in your internet browser, enter; <http://www.deldot.gov>
- on the left side of the page under 'INFORMATION', Click; 'Publications'
- scroll down under 'MANUALS' and Click; "Standard Specifications 2001"

The full Website Link is:

[http://www.deldot.gov/information/pubs\\_forms/manuals/standard\\_specifications/index.shtml](http://www.deldot.gov/information/pubs_forms/manuals/standard_specifications/index.shtml)

Printed copies of the Supplemental Specifications are available upon request. A printed copy of the above referenced Supplemental Specifications will be included in the final contract documents upon award.

The Contractor shall make himself aware of these revisions and corrections (Supplemental Specifications), and apply them to the applicable item(s) of this contract.

#### **QUANTITIES:**

The quantities shown are for comparison of bids only. The Department may increase or decrease any quantity or quantities without penalty or change in the bid price. Under no circumstances will the total value of the contract exceed **150%** of the awarded value.

#### **DIFFERING SITE CONDITIONS:**

##### **SUSPENSIONS OF WORK and SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

Differing site conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed. Upon written notification, the engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an

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increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice. No contract adjustment will be allowed under their clause for any effects caused on unchanged work. Suspensions of work ordered by the engineer: If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The engineer will notify the contractor of his/her determination whether or not an adjustment of the contract is warranted. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract. Significant changes in the character of work: The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

The term "significant change" shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

**737520 - LANDSCAPE MAINTENANCE**

**Description:**

This work consists of maintaining landscape beds at locations designated in the Plans. Work includes weeding, mulching, furnishing and applying pesticides, edging, pruning, removing and replacing dead plant material and as directed by the Engineer.

**Materials:**

The Contractor shall supply all materials, except pesticides (herbicides and insecticides).

Mulch. All bark mulch shall be from a deciduous hardwood source and mechanically ground to a maximum size of three inches (3"). In addition, the bark shall be relatively free of bark fines, dust, and shall exclude all foreign and toxic substances.

**Replacement Plants:** All replacement plant material and any other materials incidental to the planting shall conform to Section 737 of the Standard Specifications. The contractor shall submit sources for the plant materials at least two weeks prior to planting in order that the materials can be inspected. Replacement plants may or may not conform to the sizes specified on the Breakout Sheet. Prices for non-conforming plants will be negotiated prior to installation.

**Construction Methods:**

The contractor shall be required to employ all necessary horticultural practices to insure proper landscape bed maintenance and establishment as follows:

**Landscape Maintenance:** The contractor may employ one or more landscape maintenance crews on this project during the Contract period. Each crew shall be composed of a foreman and at least two laborers. At least one member of each crew must hold certifications as described under "Certifications." In the event a crew or crewmember is not productive or working in an expeditious manner to accomplish the work, the Engineer will submit written notification to the contractor. Upon the second written notification concerning the same crew or crewmember, the contractor shall replace said crew or crewmember immediately with a competent crew or worker.

The contractor shall physically remove all weed growth, including grass, from within the shrub beds and individual tree saucers not otherwise treated and controlled with herbicides. Undesirable volunteer woody growth, vines, noxious weeds as defined by the Delaware Code, and litter shall be removed also. The removal from the project of any debris will be incidental to this item.

The contractor shall be responsible to control any insect infestation to desirable plant material or as directed by the engineer. The application of insecticides applied during this project will be incidental to this item.

The contractor shall be responsible for any damage to existing landscaping as a result of misapplication of pesticides or misidentification of desirable plants. Replacement costs for desirable plant material damaged by the contractor by misapplication of pesticides or by misidentification shall be borne by the contractor.

The contractor shall prune all live growth on trees and shrubs as directed by the Engineer. Dieback and damaged branches shall also be removed as necessary. Pruned material shall become the property of the contractor and shall be removed from the project limits daily. Cost for removal and disposal shall be incidental

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to this item. All pruning tools and methods employed shall be in accordance with accepted arboricultural practices and be performed by competent personnel.

The contractor shall rebuild all saucers incapable of holding water or as directed by the engineer. The rebuilding of saucers during this project will be incidental to this item.

The contractor shall remove all stakes and guys on established plants. Stakes installed for new replacement plant material will be incidental to the cost of the individual replacement plants.

The contractor shall remove all dead plant material as marked or identified by the Engineer. Removal and disposal of dead plant material from the project limits will be incidental to this item.

Mulching, Plants: The contractor shall place shredded Hardwood Bark Mulch on all plant beds and individual plant saucers as directed by the Engineer to bring the depth of existing mulch to three inches (3"). Saucer reconstruction, when necessary, should be completed before the placement of additional bark mulch. Mechanical edging around landscape beds shall be accomplished in conjunction with the placing of Hardwood Bark mulch. Subsequent chemical or mechanical edging shall be maintained as needed throughout the growing season, or as directed by the Engineer. Mechanical edging and chemical edging shall be incidental to the Landscape Maintenance item. Excess soil shall be removed from the tree plantings so as to expose the root flare of each tree prior to application of hardwood bark mulch in accordance with accepted horticultural practices, when practicable.

Topsoil: The contractor shall provide labor, materials and equipment to place soil as necessary or as directed by the Engineer, including incidental work related thereto, in accordance with Section 732 of the Standard Specifications.

Pesticide Application: The contractor shall supply one or more herbicide application crew(s) on this project during the contract period. The contractor will submit photocopies of current Delaware Pesticide Applicators License for all applicators. Each crew shall be composed of at least one certified applicator (foreman) and two (2) or more applicators. Applications will include foliar, basal and bare-ground pre-emergent applications for control of weeds in landscape beds, and invasive/noxious weeds. Pesticides will be supplied by the Department. All pesticide applications shall be made in strict compliance with Delaware Pesticide Laws and with the manufacturer's directions.

The contractor shall complete copies of the "Applicators' Daily Report Form," provided by the department, showing locations of application, pesticides applied, quantities applied, weather conditions, and any or all other information required by the Delaware Department of Agriculture. Reports are to be delivered to the Roadside Environmental Specialist assigned to this project on at least a weekly basis. A copy of the Daily Pesticide Report Form is included as a part of these provisions.

Pesticides: Herbicide, fungicide and insecticide applications shall be made in strict compliance with Delaware Pesticide Laws and with the manufacturer's directions, when and as directed by the Engineer.

The contractor shall be responsible for replacing, at his own expense, any plant material which is killed or disfigured through any act of negligence concerning the application or handling of pesticides on this project.

Planting, Herbaceous Plugs; Planting, Containerized Woody Plants: The contractor shall provide labor, materials and equipment to dig plant pits and plant the replacement material, including incidental work related thereto, in accordance with Section 737 of the Standard Specifications.

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**Certifications:**

At least one member of each crew shall hold the following certifications, either singly or in combinations.

- Delaware Pesticide Applicators Certification - Category 3.
- Certified Nursery Professional as issued by the Delaware Nursery and Landscape Association, or equivalent.

Both certifications must be present on each crew. Proof of certifications shall be submitted at a Preconstruction Meeting to be held prior to issuance of notice to proceed.

**Price Quoted:**

The prices quoted are that for which the services will be furnished and include all charges that may be imposed during the life of the contract.

**Working Hours:**

Working hours shall be as the contractor deems necessary to safely complete the work described herein, except that no work shall be conducted on Sundays or State Holidays.

**Method of Measurement:**

Landscape Maintenance/Pesticide Application Crew-The quantity of landscape maintenance or herbicide application performed and accepted will be measured by the hour to the nearest quarter hour based on certification of work as documented on the Contractor's Daily Report Form for Landscape Maintenance, or on the Daily Pesticide Report Form. Copies of these forms are included as a part of these provisions.

This shall consist of the following activities:

- A. Travel time to/from contractor's base of operations, based on contractor's base of operations—to be negotiated.
- B. Travel time from landscape bed site to landscape bed site
- C. Time spent maintaining landscape beds or applying herbicides at each site
- D. Time spent setting up Maintenance of Traffic devices
- E. Time spent unloading materials for use at each site
- F. Time spent making minor equipment adjustments
  - a. Not included is time spent making major repairs (any repair requiring more than one hour) or time spent on routine equipment maintenance.
  - b. Any major repair that extends beyond two hours (not to include time over the lunch break), will automatically suspend work for the remainder of the day.
  - c. Work for payment purposes will terminate one (1) hour from the time a major repair is begun, measured to the nearest 15-minute increment.
- G. Not included are times when operations cannot be accomplished due to inclement weather, i.e., rain, high winds, etc. during the working day.
- H. One half hour for lunch break excluded from payment

The per hour price shall include all labor, equipment, materials, incidentals and all other work in connection therewith, as described.

Mulching, Plants: The quantity for placing mulch for this item will not be measured.



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Topsoil: The quantity of topsoil to be paid for under this item shall be the actual number of tons verified by the receipted weigh slips.

Planting, Herbaceous Plugs: The quantity of planting herbaceous plugs will be measured as the total number of herbaceous plugs planted and accepted.

Planting, Containerized Woody Plants: The quantity of planting containerized woody plants will be measured as the total number of containerized woody plants planted and accepted.

Landscape Bed Contents: The dimensions and contents of the landscape beds are listed for reference only. It is strongly recommended that potential bidders visit each site to determine the actual contents, size, and the condition of the beds as listed.

Mulch: The quantity of hardwood bark mulch to be paid for under this item shall be the actual number of cubic yards used, verified by the receipted load slips.

Pesticides/Herbicides: Shall be supplied by the Department, and will not be measured.

**Basis of Payment:**

The quantity of landscape maintenance/herbicide application will be paid for at the Contract per hour price, as bid for Item 737520, contingent upon daily certification of work performed and materials used. The price and payment will constitute full compensation for furnishing all materials, except shredded hardwood bark mulch or pesticides, disposing of all materials, for all labor, equipment, tools, pesticide application and incidentals required to complete all the work as described in the Contract specifications; or as directed by the Engineer.

The accepted quantity of mulch will be paid for at the Contract per cubic yard price, in accordance with the breakout sheet (Item 737523-Planting) included with the bid. **The unit price bid shall include the cost of furnishing the mulch, labor, equipment, hauling, delivery and all other work incidental thereto.**

The accepted quantity of topsoil (Item 732004) will be paid for at the Contract per ton price. The unit price bid shall include the cost of furnishing the soil, labor, equipment, hauling, delivery and all other work incidental thereto.

The quantity of planting herbaceous plugs and containerized woody plants (new and replacements for existing beds) will be paid for at the Contract per each price, in accordance with the breakout sheet included with the bid. Payment will constitute full compensation for preparing the ground, placing all materials, except shredded hardwood bark mulch, watering, and for all labor, equipment, tools, and incidentals required to complete the work.

Maintenance of Traffic will be paid at the per day price bid on the breakout sheet for the case as detailed on the breakout sheet and on the landscape bed maintenance description listing.

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**737.06 Soil Mix**

- a. *Topsoil:* Planting topsoil shall consist of natural surface soil from well drained areas from which no topsoil has previously been stripped. The topsoil shall be free of subsoil, heavy clay, hard clods, weeds, roots, sticks, toxic substances, or any other extraneous material. The topsoil shall have a pH range of from 5.5 to 6.8 and contain not less than 2% nor more than 10% organic matter. The topsoil shall exhibit the following grading analysis:

<i>Sieve Size Minimum Percent Passing</i>	
2" (50 mm)	100
No. 4 (4.75 mm)	90
No. 10 (2.00 mm)	80

The Contractor shall take the necessary action to ensure that the topsoil meets the sieve analysis, acidity, and organic matter requirements. A certificate of analysis of soil samples shall be provided to the Engineer and approved prior to delivery of topsoil to the Project site.

All topsoil shall conform to Section 732 of the Standard Specifications. The contractor shall submit sources for the topsoil at least two weeks prior to placing in order that the materials can be inspected.

- b. Peat Moss and Peat Humus:

- i. Peat Moss. Peat moss shall be from sphagnum peat bogs. All peat moss shall be shredded, not dusty, and free of twigs, stones, hard lumps, roots, or any other undesirable materials. All peat moss must be moistened before using, but not watered to a saturated or puddled, unworkable condition. Peat moss shall show an acid reaction of 3.5 to 5.5 pH. The Contractor shall provide written certification from the manufacturer that the peat moss was obtained from sphagnum peat bogs.
- ii. Peat Humus. Peat humus shall be a natural peat or peat humus from fresh water saturated areas, consisting of sedge, sphagnum, or reed peat and be of such physical condition that it passes through a 2" (12.5 mm) sieve. The humus shall be free from sticks, stones, roots, and other objectionable materials. Samples taken at the source of supply shall have the following analysis:

Acidity Range	4.0 to 7.5 pH
Minimum Water Absorbing Ability	200% by weight on oven-dry basis
Minimum Organic Content	60% when dried at 221 EF (105 EC)

- c. Composted leaf mulch free of wood, metallic substances, glass or other contaminates may be used in lieu of peat moss or peat humus.

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**737.07 Fertilizer**

Fertilizer shall be a 20-10-5 analysis or approved equal in accordance with the following minimum guaranteed analysis:

Total Nitrogen (N)	20.00%
Derived from urea-formaldehyde	
7.0% water soluble nitrogen	
13.0% water insoluble nitrogen	
Available Phosphoric Acid (P <sub>2</sub> O <sub>5</sub> )	10.00%
Derived from calcium phosphate	
Soluble Potash (K <sub>2</sub> O)	5.00%
Derived from potassium sulfate	
Combined Calcium (Ca)	2.60%
Derived from calcium phosphate	
Combined Sulfur (S)	1.60%
Derived from ferrous and potassium sulfates	
Iron (expressed as elemental Fe)	0.35%
Derived from ferrous sulfate	

The fertilizer shall be formulated in tablet form weighing a minimum of 20g per tablet.

The fertilizer shall conform to all State and Federal regulations. The Engineer will require the Contractor to furnish an affidavit from the vendor or a testing laboratory as to the available nutrients contained therein.

Fertilizer shall be furnished in new, clean, sealed, and properly labeled packages or containers. Fertilizer failing to meet the specified analysis may be used as determined by the Engineer, providing sufficient materials are applied to comply with the specified nutrients per unit of measure.

**737.09 Mulch**

Mulch shall be shredded hardwood bark or wood chips, or an approved equal as accepted by the Engineer. All mulching materials will be visually inspected by the Engineer prior to delivery at the planting site and shall conform to the following requirements:

- a. Shredded hardwood bark shall be from a deciduous hardwood source and be mechanically ground to a maximum size of 3". In addition, the bark shall be relatively free of bark fines dust and shall exclude all foreign and toxic substances.
- b. Wood chips must be stockpiled for at least one year prior to placement as verified by the Department's inspection representative and shall not contain leaves, twigs, wood shavings and sawdust, or any foreign or toxic substances. In addition, loose, non-pelletized fertilizer with analysis in accordance with Subsection 737.07 shall be applied at the rate of 0.5 lb/yd<sup>2</sup> (0.25 kg/m<sup>2</sup>) prior to wood chip placement.

Only one of the above mulches will be selected and approved for use throughout the entire Project, and written certification for the above listed requirements of the mulch shall be submitted by the Contractor.

**737.10 Stakes, Guys, and Related Materials**

Staking and guying shall be as per the Standard Construction Details or alternate method approved by the Engineer.

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- a. *Tree Stakes.* Hardwood stakes shall be at least 2" by 2" (50 by 50 mm) rough sawed to the length required. Stakes shall be free from knots, rot or other defects that impair strength.
- b. *Guying straps.* Guying straps shall be one and one-half to two inches (1.5-2.0") wide, of polymer or nylon construction, with grommets at both ends to accept wire or heavy twine.
- c. *Anchoring systems.* Anchors for guy wire shall be malleable iron or aluminum alloy with 3000 lb (13 kN) holding capacity designed to be inserted with a driving rod to a depth specified by the manufacturer. The anchor assembly shall be designed to turn, once located at the proper depth, at a right angle to the line of force applied. All manufacturers' recommendations shall be followed for installing ground anchoring systems.

### 737.11 Water

**Water:** Water shall meet the requirement of Section 803 of the Standard Specifications, and shall be applied at the following rates for watering plants:

- 10 gallons per 100 sq. ft. of herbaceous planting bed
- 5 gallons per shrub
- 10 gallons per minor tree
- 15 gallons per major tree

### CONSTRUCTION METHODS:

#### 737.12 Planting Periods

Plant during the following planting period with the exceptions as noted:

*Balled or Burlapped and Potted or Container Grown Plant Material:*  
*March 1 to May 15; September 1 to November 30:*

- (1) All planting of broadleaf evergreens during the fall season shall be completed by November 1.
- (2) All material planted from May 16 to August 31 must be treated with an approved antitranspirant in a manner recommended by the manufacturer, and written approval for moving plants within this period must first be obtained from the Engineer.
- (3) Woody Shrub Cuttings Install as dormant materials between October 30 and December 1 or between March 1 and April 1.

The above mentioned periods may be extended or reduced according to weather and soil conditions at the time and upon written request from the Contractor to the Engineer for approval. Planting outside the planting window does not relieve the contractor of his guarantee. The Engineer reserves the right to stop planting operations at any time.

The Contractor shall not plant when weather conditions are unfavorable for proper work or when the soil is in a frozen condition.

#### 737.13 Soil Mixture

Soil mixtures for the various plantings shall consist of the following:

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- a. *All Plants Except Ericaceous Material.* For each cubic yard (cubic meter) of baled peat moss, or approved equal, add from 43 to 54 yd<sup>3</sup>; (43 to 54 m<sup>3</sup>) of planting topsoil.
- b. *Ericaceous Plants.* For each cubic yard (cubic meter) of baled peat moss, or approved equal, add from 36 to 45 yd<sup>3</sup>; (36 to 45 m<sup>3</sup>) of planting topsoil. If peat humus is furnished in lieu of peat moss in the above mix, the mixture shall be based in the proportion of 1.8 yd<sup>3</sup>; (1.8 m<sup>3</sup>) of peat humus for each cubic yard (cubic meter) bale of peat moss specified for the above soil mix. Other approved equal materials shall be mixed according to manufacturer's printed recommendations which shall be submitted to the Engineer for written approval.

The above soil mixtures shall be mixed as specified in an area approved by the Engineer. No mix shall be prepared prior to notification of the Engineer at least 48 hours in advance of the mixing operation. Where ground covers or herbaceous perennials are specified, the soil mix may be mixed in place providing the existing topsoil conforms to the requirements of subsection 737.06.

The fertilizer as specified in accordance with Subsection 737.07 shall be placed according to the following requirements:

- a. *Balled and Burlapped, or Container Stock.* Position the plant in the hole, and backfill no higher than halfway up the root ball. Place the recommended number of tablets evenly around the perimeter of and immediately adjacent to the root ball. Complete the backfilling, tamping, and watering.
- b. *Small Ground Cover Plants and Herbaceous Perennials.* Position the plant in the hole, and backfill no higher than halfway up the root ball. Place the recommended number of tablets evenly around the perimeter of and immediately adjacent to the root ball. Complete the backfilling, tamping, and watering.
- c. *Trees.* Use one 20 g tablet for each 1/2" (13 mm) of tree trunk diameter based on size specified for planting.
- d. *Shrubs.* Use one 20 g tablet for each 12" (300 mm) of height or spread based on size specified for planting.
- e. *Ground Cover and Herbaceous Perennials.* Use one 20 g tablet for each plant.

No backfill shall be placed in any pit until the excavation has been inspected. Excess excavated material shall be removed from the Project site.

### **737.14 Digging and Handling**

All precautions customary in good trade practice shall be taken in preparing plants for transplanting. Plants transplanted with workmanship that fails to meet the highest standards will be rejected. All balled and burlapped plants shall have firm, natural balls of earth of ample proportions and diameter not less than as specified in AAN's "USA Standards for Nursery Stock". Plants with cracked, broken, or crushed balls, which occur either before or during planting operations, will be rejected or shall be removed from the site immediately. All plants shall be handled so that roots are adequately protected and moist at all times. Material that cannot be planted immediately after delivery shall be adequately protected by covering with canvas, wet straw, burlap, moss, or other suitable material and kept covered until ready to be planted. Trees should not be planted with frozen earth balls. Containerized plant material shall be growing in the specified size container for at least six months and shall not display signs of being root bound or unnatural ratio of planting medium vs. root mass.

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### 737.15 Location of Plants

Plants shall be located as indicated on the Plans, but may be shifted to avoid utilities subject to the approval of the Engineer. No excavation shall commence until locations are approved.

### 737.16 Planting

All trees and shrubs shall be planted in pits as detailed on the Standard Construction Details. Pits shall not be excavated with vertical sides. Pits shall be of such a depth that, when planted and settled, the crown of the plant shall bear the same relation to finished grade as it did to soil surface in its place of growth. With the approval of the Engineer, the Contractor may elect to plant wetland grown containerized shrubs on small mounds raised no more than 2" (50 mm) above the final grading elevation shown on the Plans. Open plant pits shall not be allowed overnight in residential areas or in any location where it is determined by the Engineer to pose a potential hazard to pedestrians or traffic.

All backfill topsoil shall be covered with a waterproof material after mixing. Pits shall be backfilled with specified soil mix and compacted firmly under ball of roots to establish a firm foundation. Plants shall be set in the center of pits in a vertical position so that the crown of the plant is level with the finished grade after allowing for watering and settling of soil. The "Soil Mixture" shall be carefully and firmly worked and tamped under and around the base of the ball to fill all voids. When partially backfilled and compacted, the burlap and any wire baskets shall be removed from the sides and tops of the balls and cut away to prevent air pockets, but no burlap shall be pulled from under the balls. All burlap, wire baskets and other containers shall be removed from the jobsite at the end of the workday. The balance of the planting hole shall be filled with the planting mixture and a ring of earth shall be formed around the plant to produce a dish for watering. All plants shall be thoroughly watered immediately after planting as directed by the Engineer. This initial watering shall mean complete saturation of all backfill in the pits and beds during the same day of planting. Care shall be taken during all planting operations to ensure that no excavated material is dumped on any grassed area unless a suitable type of matting or protective underlay is used. The Contractor shall be responsible for all damage to any grassed, planted, or other landscaped area caused by its operations and shall repair any damage so caused in a manner satisfactory to the Engineer.

Ground cover and herbaceous perennial areas shall be prepared by rototilling to a minimum depth of 10" (250 mm). The mixing of peat moss, peat humus, or approved equal may be performed separately in order to obtain the proportion of ground cover or herbaceous perennial soil mixture as specified. Beyond the minimum excavation as stated above for soil mixing, the root system of the plant shall determine the actual depth for individual plant excavation. Plants shall be backfilled with the soil mixture and compact firmly around roots. All areas shall have a smooth and uniform grade and a minimum of 2" (50 mm) of approved mulch.

- a. *Pruning.* All plants shall be pruned immediately after planting or transplanting to remove all injured or dead wood. All trees inspected and tagged at the nursery shall conform to AAN Standards, and any subsequent pruning by the Contractor shall in no way alter the natural habit or shape of the plant. All pruning shall be done with sharp tools by workers skilled in this operation. All cuts shall be made flush, leaving no stubs. On all cuts over 3/4" (19 mm) in diameter and bruises or scars on the bark, the injured cambium shall be traced back to living tissue and removed; wounds shall be smoothed and shaped so as to preserve the branch bark ridge.
- b. *Watering.* Plants shall be watered on the same day as planting unless otherwise approved by the Engineer. Quantity of water per plant shall be as detailed in Section 737.17.
- c. *Mulching.* Trees and shrubs shall be mulched with at least a 4" (100 mm) cover of mulch. Mulch shall be placed the same day of planting, unless otherwise approved by the Engineer.
- d. *Wire baskets, nylon binding and treated burlap* shall be cut away and removed from the top half of the root ball.
- e. *Staking and Guying.* Unless approved by the Engineer, all staking and guying specified shall be completed the same day as planting and mulching.

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- f. *Cleaning Up.* Throughout the course of planting, excess and waste materials shall be immediately removed from the site, seeded areas kept clean, and all precautions taken to avoid damage to existing structures, trees, shrubs, plants, and grass. When planting in an area that has been otherwise completed, the area shall, upon completion of the planting, be immediately and thoroughly cleared of all debris, rubbish, subsoil, and all waste materials removed from the site. All ground surfaces shall be raked smooth. All sodded areas disturbed as a result of construction shall be repaired by the Contractor.

### **737.17 Plant Establishment**

The plant establishment period for all planting shall begin immediately after all planting and replacements (as specified under Section 737.16, Planting) are complete and acceptable to the Engineer. The plant establishment period will consist of one full growing season during which time the Contractor shall be responsible for all work necessary to keep the plants in a live and healthy condition. A growing season is defined as the period from May 1 through September 30. If the Contractor completes all planting (as specified under Planting) by May 1, the inspection will be held on or about October 1 of that year. In the event the Contractor does not complete all planting by May 1, the inspection will be held on or about October 1 of the following year. All replacement plant material determined to be necessary at the inspection must then be approved at the replacement plant source by October 15. At this time, the Engineer will direct the Contractor to replace those plants determined to be dead or unhealthy by December 1. The Contractor will notify the Engineer in writing that all replacement planting has been accomplished. The Engineer will conduct an inspection within 15 days after such notification to determine the acceptability of the replacements. If all replacements are determined satisfactory by the Engineer, the Contractor will be relieved of all further responsibility for care and replacement.

All planting areas shall be kept free of weeds and grass during the life of the Contract. The Contractor may utilize a pre- or post-emergent herbicide to control such grass and broadleaf weeds incidental to the cost of planting and be totally responsible for the proper use and placement of any such herbicide. As requested in writing by the Engineer, the Contractor shall be responsible to weed within all plant beds and within the saucer limits of individual plants, beginning 10 calendar days after the date of notification. The Contractor shall prune and apply insecticides or fungicides as required, repair or replace stakes and guy wires, tighten guy cable or wire and repair plant saucer washouts when and as specified by the Engineer.

Any plants that settle below or rise above the desired finished grades shall be reset at the proper grades.

If dead or unhealthy plants are discovered, they shall be removed within 10 calendar days and replaced with the next appropriate planting season.

All replacements shall be plants of the same kind, size and quality as originally specified in the Contract and they shall be furnished, planted, mulched, guyed, watered, etc. as specified herein for new plant material.

The Contractor shall warrant all plant material against defects including death and unsatisfactory growth, except for defects resulting from incidents beyond the Contractor's control, such as vehicular impacts or vandalism. Submission of appropriate police reports or other approved evidence verifying the cause of the damage shall be required to relieve the Contractor of responsibility for replacement. The cost of the above described work shall be incidental to Section **737**, Planting.

Contractor shall be required to water all major and minor trees, shrubs and all herbaceous beds bi-weekly during the period from June 15 through October 1. Watering, once initiated, shall continue without interruption until all plants on the project have been watered. Payment shall be per 1,000 gals of water applied and shall be based on the following schedule: Major trees-15 gals per tree, minor trees-10 gals per tree, shrubs-5 gals per shrub, perennials-10 gals per 100 square feet of planting bed. Water used for this item shall meet the

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requirements of Section 803 of the Standard Specifications. Tree watering bags, if utilized, shall be filled as a part of the watering operation; payment shall be as detailed herein. Tree watering bags shall remain the property of the contractor and shall be removed prior to final inspection.

### **737.18 Method of Measurement**

The quantity of planting will not be measured.

### **737.19 Maintenance Bond**

Upon Substantial Completion of the Work, the Contractor shall furnish to the Department a Maintenance Bond on the form provided by the Department for item 737000 - Planting. The Maintenance Bond shall meet the following requirements:

A sum equal to 100% of the value of all Planting Items paid to the Contractor, as detailed in the Breakout Sheet; All signatures are original signatures, in ink, and not mechanical reproductions or facsimiles of any kind; The Contractor is the named principle; Section 737.17 – Plant Establishment Work items associated with this section requires completion after substantial completion of the Project. The term of the Maintenance Bond will be for a period of one full growing season, as defined in the section, beyond the completion of permanent planting Work; and, Written by a Surety or insurance company that is in good standing and currently licensed to write surety bonds in the State of Delaware by the Delaware Department of Insurance.

### **737.20 Basis of Payment**

The quantity of planting will be paid for at the Contract lump sum. Price and payment will constitute full compensation for furnishing and placing all materials, including plants, soil mixes, and mulch; for protecting plants after digging and prior to planting; for staking, excavating plant pits, pruning, and guying; for the cultural care of the plants until the completion and acceptance of all landscape work; for disposing of excess and waste materials; for replacement planting; for cleanup; for repairs to plant material, tree protection, wire, or staking; for repairs to damaged grassed, planted, or other landscaped area due to the Contractor's operations; for ensuring that topsoil meets the sieve analysis, acidity, and organic matter requirements; for applying sufficient materials to fertilizer that originally failed to meet the specified analysis; for using pre- or post-emergent herbicide to control grass and weeds; for the work outlined under Subsection 737.17; and for all labor, equipment, tools and incidentals required to complete the work. The quantity of watering will be paid for in accordance with the price bid for, "Watering," as detailed on the breakout sheet. Payment shall be by the M/Gal (1,000 gallons) of water applied at each watering operation.

The breakout sheet attached to the proposal shows all plant material and the anticipated amount of water proposed for this Contract. The Contractor shall fill in the per each unit price and the cost (unit price times the proposed quantity) for each item listed. The lump sum price bid for 737523 - Planting shall be the sum of the total cost for all species and sizes listed. The completed typewritten breakout sheet shall be attached to the bid proposal. Failure to submit the breakout sheet with the Bid Proposal will result in the Bid Proposal being declared non-responsive and rejected.

The Department reserves the right to delete from the Contract the furnishing and installing of one or more of the species and/or sizes listed and the right to add or subtract from the quantity of each species and size listed. The lump sum to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation to the Contractor if such additions and/or deletion are made. Watering item shall be paid separately for watering completed at the bid price indicated on the Breakout Sheet. Payment for the planting as described above may be processed if, in the opinion of the Engineer all work required, except that specified under Subsection 737.17 is satisfactorily completed. No partial payment will be



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made for any living plant until and unless planted in accordance with these specifications. No additional payment will be made for using plants larger than specified.

On contracts where assessment of time is in working days, the Contractor will be charged working days while engaged in actual planting and directly related work such as plant pit excavation, staking, wrapping, and mulching. The Contractor will not be charged time for indirectly related work such as watering, weed control, pruning, and other responsibilities as described under Subsection 737.17

The cost to remove and replace plants that settle below or rise above the desired finished grades, or that die or are unhealthy as described in Subsection 737.17 shall be the responsibility of the Contractor.

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<b>PLOT #</b>	<b>ROAD #</b>	<b>LOCATION</b>	<b>TYPE</b>	<b>ADC MAP</b>
<b><u>NORTH DISTRICT</u></b>				
<b><u>ND1</u></b>	<b><u>BUS13 &amp; SR3</u></b>	PHILADELPHIA PIKE(N24 / BUS 13) at EDGEMOOR RD(N220)	LANDSCAPE	MAP 9, A6
<b><u>ND2</u></b>	<b><u>N12 &amp; SR62</u></b>	OLD CAPITOL TRAIL(N12) at NEWPORT GAP PIKE(N21);NW CORNER	LANDSCAPE	MAP 7,E11
<b><u>ND3</u></b>	<b><u>SR141</u></b>	POWDER MILL RD(N267) from ALAPOCAS DR(N268) to ROCKLAND RD(N232);NB SHOULDER	LANDSCAPE	MAP 8, D2;D3
<b><u>ND4</u></b>	<b><u>N321</u></b>	NEW LINDEN HILL RD(NC321) from SKYLINE DR to PIKE CREEK RD(NC285)	LANDSCAPE	MAP 6, E12; E13; D13
<b><u>ND5</u></b>	<b><u>SR 491 / SR261</u></b>	NW CORNER of Naamans Rd(N17) and FOULK RD(N203)	NATIVE PLANT	MAP 4, D5
<b><u>ND6</u></b>	<b><u>US13</u></b>	GOVERNOR PRINTZ BLVD(N50), 0.15 MI. EAST OF EDGEMOOR RD(N220)	LANDSCAPE	MAP 9, B8 / 3825 FT2
<b><u>ND7</u></b>	<b><u>SR7</u></b>	LIMESTONE RD(N31) at MILLTOWN RD(N280); ISLAND; SE CORNER	LANDSCAPE	MAP 6, J12
<b><u>ND8</u></b>	<b><u>N316</u></b>	OLD COACH RD, HILLSIDE ACROSS from CREEK LANDING	LANDSCAPE	MAP 11,C2
<b><u>ND9</u></b>	<b><u>N12</u></b>	OLD CAPITOL TRAIL(N12) from NEWPORT GAP PIKE(N21) to CENTERVILLE RD(N333); MEDAN	MEDIAN LANDSCAPE	MAP 7,E11
<b><u>ND10</u></b>	<b><u>SR141</u></b>	POWDER MILL RD(N267) from ALAPOCAS DR(N268) to ROCKLAND RD(N232); MEDIAN	MEDIAN LANDSCAPE	MAP 8, D2;D3
<b><u>ND11</u></b>	<b><u>N12</u></b>	OLD CAPITOL TRAIL (N12) AT MONICA BOULEVARD-PLANTER BOX AND WHITE PINES	LANDSCAPE	MAP 7, A131
<b><u>ND12</u></b>	<b><u>SR141</u></b>	POWDER MILL RD(N267) from 141 SPUR to CONCORD PIKE(N4); MEDIAN	MEDIAN LANDSCAPE	MAP 8, F2
<b><u>ND13</u></b>	<b><u>SR141</u></b>	POWDER MILL RD(N267); 141 SPUR at CONCORD PIKE(N4); ISLANDS(2)	LANDSCAPE	MAP 8, F2

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<u>ND14</u>	<u>SR141</u>	SR141 SPUR, from CHILDRENS DR to WEST PARK DR;MEDIAN(4 BEDS)	MEDIAN LANDSCAPE	MAP 8, E2;F2
<u>ND16</u>	<u>SR2</u>	KIRKWOOD HWY(N11), EAST OF SR141 OVERPASS; MEDIAN	MEDIAN LANDSCAPE	MAP 7, F11
<u>ND17</u>	<u>SR2</u>	KIRKWOOD HWY(N11), ROSELLE AVE to CLIFTON AVE; MEDIAN	MEDIAN LANDSCAPE	MAP 7, F10
<u>ND18</u>	<u>SR2</u>	KIRKWOOD HWY(N11), CENTRAL AVE to BROOKSIDE AVE; MEDIAN	MEDIAN LANDSCAPE	MAP 7, G10
<u>ND19</u>	<u>SR2</u>	KIRKWOOD HWY(N11), BROOKSIDE AVE to MAPLE AVE; MEDIAN	MEDIAN LANDSCAPE	MAP 7, G10
<u>ND20</u>	<u>SR2</u>	KIRKWOOD HWY(N11), MAPLE AVE to FOREST AVE; MEDIAN	MEDIAN LANDSCAPE	MAP 7, G10
<u>ND21</u>	<u>SR2</u>	KIRKWOOD HWY(N11), FOREST AVE to HAZEL AVE, MEDIAN	MEDIAN LANDSCAPE	MAP 7, G10
<u>ND22</u>	<u>SR2</u>	KIRKWOOD HWY(N11), HAZEL AVE to SPRUCE AVE; MEDIAN	MEDIAN LANDSCAPE	MAP 7, G10
<u>ND23</u>	<u>N212</u>	SILVERSIDE RD(NC212) at SR 202; MEDIAN	MEDIAN LANDSCAPE	MAP 3, F11
<u>ND24</u>	<u>SR 141</u>	BARLEY MILL RD(SR141) from KENNETT PIKE TO TYLER McCONNEL BRIDGE; MEDIAN	MEDIAN LANDSCAPE	MAP 7, K4; MAP 8, A4
<u>ND25</u>	<u>SR141</u>	POWDER MILL RD(N267) between ROCKLAND RD(N232) and CHILDRENS DR; MEDIAN	MEDIAN LANDSCAPE	MAP 8, E2
<u>ND26</u>	<u>I-95</u>	I-95 / I-495 SPLIT, just BEFORE EXIT 11, NAAMANS RD; MEDIAN (GATEWAY)	MEDIAN LANDSCAPE	MAP 4, K9
<u>ND27</u>	<u>I-95</u>	I-95, NEAR SR141 INTERCHANGE; 5A; SB EXIT RAMP	NATIVE PLANT	MAP 12,G4

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<u>ND28</u>	<u>I-95</u>	<u>I-95, WILMINGTON COORIDOR from 4th ST to LOVERING AVE</u>	NATIVE PLANT	MAP 8, D9;E9;E8;E7
28A	N505	S. JACKSON ST at LANCASTER AVE(N237,SR48) ALONG SB RAMP TO I-95		
28B	N505	N. ADAMS ST, between W. 4TH ST and W. 6TH ST BETWEEN N. ADAMS and I-95 (2 AREAS)		
28C	N505	S. JACKSON ST between W. 4TH ST and W. 6TH ST BETWEEN N. JACKSON ST and I-95		
28D	N505	N. ADAMS ST, between W. 6TH ST and W. 7TH ST BETWEEN N. ADAMS and I-95		
28E	N505	S. JACKSON ST between W. 6TH ST and W. 7TH ST BETWEEN N. JACKSON ST and I-95		
28F	N505	N. ADAMS ST, between W. 7TH ST and W. 8TH ST BETWEEN N. ADAMS and I-95		
28G	N505	S. JACKSON ST between W. 7TH ST and W. 8TH ST BETWEEN N. JACKSON ST and I-95		
28H	N505	N. ADAMS ST, between W. 8TH ST and W. 9TH ST BETWEEN N. ADAMS and I-95 (2 AREAS)		
28I	N505	N. ADAMS ST, between W. 8TH ST and W. 9TH ST BETWEEN N. ADAMS and NB RAMP		
28J	N505	S. JACKSON ST, between W. 8TH ST and W. 9TH ST BETWEEN S. JACKSON and I-95		
28K	N505	N. ADAMS ST, between W. 9TH ST and W. 10TH ST BETWEEN N. ADAMS and I-95		
28L	N505	S. JACKSON ST, between W. 9TH ST and W. 10TH ST BETWEEN S. JACKSON and I-95		
28M	N505	N. ADAMS ST, between W. 10TH ST and W. 11TH ST BETWEEN N. ADAMS and NB RAMP		
28N	N505	N. ADAMS ST, between W. 10TH ST and W. 11TH ST BETWEEN N. ADAMS and I-95		
28O	N505	S. JACKSON ST, between W. 10TH ST and W. 11TH ST BETWEEN S. JACKSON and SB RAMP S. JACKSON ST, between W. 10TH ST and DELAWARE AVE(N9, SR52) BOTH SIDES of 11TH ST RAMP		
28P	N505	N. ADAMS ST, between W. 11TH ST and DELAWARE AVE(SR52) BETWEEN N. ADAMS and I-95		
28Q	N505	OFF DELAWARE AVE(N9, SR52) NB RAMP TO I-95 BETWEEN NB RAMP and I-95		
28R	N505	FROM START OF SB RAMP to N. JACKSON ST to GILPIN AVE BETWEEN SB RAMP and I-95		
28S	N505	SR 273 SB RAMP; AREA NORTH and SOUTH OF SPUR DITCH	RELEASED TURF	MAP 11, G9
<u>ND29</u>	<u>I-95</u>			
<u>ND30A/ND30B</u>	<u>I-95</u>	CLOVERLEAFS at I-95 and SR273; EXIT from NB and SB I-95 (2 AREAS)	RELEASED TURF	MAP 11, H10
<u>ND31</u>	<u>SR141</u>	SR141 at TRIANGLE at TRIANGLE at EXIT 5 to BOXWOOD RD. (N334)	NATIVE PLANT	MAP 11, A13
<u>ND32</u>	<u>I-95</u>	IRON HILL RAMP, NB I-95 EXIT to SR896	NATIVE PLANT	MAP 14, F1;G1

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<u>ND33</u>	<u>I-95</u>	IRON HILL RAMP, to NB I-95 EXIT from SR896	NATIVE PLANT	MAP 14, G1
<u>ND34</u>	<u>I-95</u>	I-95 / I-495 SPLIT, I-95 SIDE on RIGHT	NATIVE PLANT	MAP 13, A1
<u>ND35</u>	<u>I-95</u>	I-95, CLOVERLEAF at SR1	RELEASED TURF	MAP 11, K7;K8
<u>ND36</u>	<u>I-95</u>	I-95, EXIT 1, NB ENTRANCE RAMP from US13 before ROGERS RD OVERPASS	NATIVE PLANT	MAP 13, E1
<u>ND37</u>	<u>I-95</u>	I-95 NB, 1.6 MI. NORTH from SR896 NB ENTRANCE RAMP	NATIVE PLANT	MAP 11, D12
<u>ND38</u>	<u>I-95</u>	I-95 NB, 1.9 MI. NORTH from SR896 NB ENTRANCE RAMP	NATIVE PLANT	MAP 11, D12
<u>ND40</u>	<u>SR 202</u>	CONCORD PIKE(N4) and WEST PARK DRIVE and FOULK RD;INFIELD AREA	NATIVE PLANT	MAP 8, F3
<u>ND41</u>	<u>SR 202</u>	BLUE BALL INTERCHANGE; SR202; SR261; WEST PARK DR; WELDIN RD ALL SLOPES and INFIELD AREAS ALONG ABOVE ROADS	NATIVE PLANT	MAP 8, F3;F4;G3;G4
<u>ND42</u>	<u>I-95</u>	I-95, near NEWARK/MIDDLETOWN 1 MILE EXIT SIGN, SB SHOULDER	NATIVE PLANT	MAP 11, A13
<u>ND43</u>	<u>I-95</u>	I-95, MEDIAN AREA NEAR SR141 INTERCHANGE; SB SHOULDER	NATIVE PLANT	MAP 12,H4
<u>ND44</u>	<u>I-95</u>	I-95, SR896 INTERCHANGE, SOUTHBOUND NORTH EXIT; INFIELD	NATIVE PLANT	MAP 14, G1
<u>ND46</u>	<u>I-95</u>	I-95 NB; MEDIAN, NORTH from SR896 NB ENTRANCE RAMP BERMS - NORTH; 1500' at RR OVERPASS(2) and 2250' NORTH at SR72 OVERPASS(2)	NATIVE PLANT	MAP 10, J14
<u>ND47</u>	<u>I-495</u>	I-495, NB RAMP from US 13, between RAMP and I-495	NATIVE PLANT	MAP 13, E1
<u>ND48</u>	<u>SR141</u>	SB ENTRANCE RAMP from KIRKWOOD HWY(N11), on SLOPES	NATIVE PLANT	MAP 7, F10

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ND49

I-95

I-95, from EXIT 8(SR202) to EXIT 11(NAAMANS RD); MEDIAN

MEDIAN  
LANDSCAPE

**ADC MAP**

MAP 8, J4;K4 : MAP 9,  
A3;B3;C2;D2;D1;E1

MAP 4, E13;F12;G12;H12;H11;J11;J10

SOUTH to NORTH

BERM A (585')

BERMS at TALLEY RD(N216) UNDERPASS

BERM 1 (195') and (195')

BERM 2 (255') and (565')

BERM 3 (175') and (195')

BERM B (585')

BERM C (675')

BERM D (675')

BERM E (570')

BERM F (1155')

BERM G (240')

BERM H (360')

BERMS at GLENROCK RD UNDERPASS

BERM 4 (165') and (180')

BERMS at DARLEY RD(N207) UNDERPASS

BERM 5 (140') and (155')

ND50

SR2

KIRKWOOD HWY, .2 MILES W OF MEADOWOOD EAST

VEGETATIVE  
SCREEN

MAP 11 E5

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PLOT #	ROAD #	LOCATION	TYPE	ADC MAP
CANAL DISTRICT				
<u>CA1</u>	<u>SR7</u>	BEAR-CHISTIANA RD(N5) between PULASKI HWY(N32) and NEWTOWN RD(N68);	MEDIAN	MAP 15, K1; K2
			LANDSCAPE	
		BEAR-CHISTIANA RD(N5) between PULASKI HWY(N32) and NEWTOWN RD(N68)	MEDIAN	
			LANDSCAPE	
<u>CA2</u>	<u>SR4</u>	CHRISTINA PARKWAY(N366); EASTBOUND on CHRISTINA PARKAWAY	MEDIAN	MAP 15, K1; K2
			LANDSCAPE	
		BEAR-CHISTIANA RD(N5) between PULASKI HWY(N32) and NEWTOWN RD(N68)	MEDIAN	
			LANDSCAPE	
<u>CA3</u>	<u>SR4</u>	<u>CHESTNUT HILL RD EAST(N366)</u>	VEGETATIVE	MAP 10, D12; E12; F12
		EASTBOUND at CHESTNUT HILL RD	SCREEN	
<u>CA4</u>		EASTBOUND at SR72 to MARROWS RD		MAP 10, G12; H12
<u>CA5</u>		EASTBOUND at TODD ESTATES		MAP 10, J11; K11
<u>CA6</u>		EASTBOUND at TODD ESTATES		MAP 11, B10; C9
<u>CA7</u>		WESTBOUND at CHESNUT HILL ESTATES		MAP 11, C9; D9
<u>CA8</u>		WESTBOUND at MALVERN DRIVE		MAP 11, A10
<u>CA9</u>		WESTBOUND at MARTINDALE DRIVE		MAP 11, A10
<u>CA10</u>	<u>SR72</u>	WESTBOUND at MARROWS RD to SR72		MAP 10, J11; K11
<u>CA10</u>	<u>SR72</u>	SOUTH CHAPEL ST(N356); SR72 ENTRANCE; KENMAR DR to SCOTTFIELD DEV.	VEGETATIVE SCREEN	MAP 10, J12

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<u>CA11</u>	<u>SR1</u>	SR 1, SOUTH OF SCHOOL BELL RD OVERPASS, SB SHOULDER	VEGETATIVE SCREEN	MAP 12, A13
<u>CA12</u>	<u>SR141</u>	BASIN RD(N6) from JAY DR to PAUL RD(CHELSEA ESTATES);NB SHOULDER	VEGETATIVE SCREEN	MAP 12, J6;J7
<u>CA13</u>	<u>N336A</u>	MALL RD(N336A) from CHRISTIANA-STANTON RD(N26) to EXIT 164 SB;SHOULDERS	VEGETATIVE SCREEN	MAP 11, K9
<u>CA15</u>	<u>SR4</u>	CHESTNUT HILL PARKWAY(N366) WEST of LIBRARY AVE(SR72) at OLD OAK TREE; MEDIAN	NATIVE PLANT	MAP 10, H11
<u>CA16</u>	<u>US13</u>	DuPONT PARKWAY(N22), NORTH of GAS STATION; MEDIAN	NATIVE PLANT	MAP 22, K9
<u>CA17</u>	<u>SR71</u>	SUMMIT BRIDGE RD(N39) at ST ANNES CHRUCH RD(N447) in FRONT of DOT YARD	VEGETATIVE SCREEN	MAP 25, B1
<u>CA18</u>	<u>US13</u>	DuPONT PARKWAY(22A),SE CORNER at INTERSECTION of BAYVIEW RD(423)	VEGETATIVE SCREEN	MAP 23, A1
<u>CA19</u>	<u>SR896</u>	<u>SOUTH COLLEGE AVE(N387) from OLD COOCHES BR RD(N408) to I-95; NB and SB SHOULDER BERMS</u> NORTHBOUND from COOCHES BR RD to GLASGOW HS ENTRANCE	NATIVE PLANT	MAP 14, G4; G5
<u>CA20</u>		NORTHBOUND from GLASGOW HS ENTRANCE to OLD BALT PIKE(N26)	NATIVE PLANT	MAP 14, G3; G5
<u>CA21</u>		NORTHBOUND BERM just before OLD BALT PIKE(N26)	VEGETATIVE SCREEN	MAP 14, G2; G3
<u>CA22</u>		NORTHBOUND from OLD BALT PIKE(N26) to I-95	NATIVE PLANT	MAP 14, G2; G3
<u>CA23</u>		SOUTHBOUND, NW CORNER at OLD BALT PIKE(N26)	VEGETATIVE SCREEN	MAP 14, G3
<u>CA24</u>		SOUTHBOUND from OLD BALT PIKE(N26) to GLASGOW HS ENTRANCE	VEGETATIVE SCREEN	MAP 14, G3; G4



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<u>CA25</u>	<u>SR7</u>	LIMESTONE RD(N31) between WEST NEWPORT PK(N336) and CSXT OVERPASS; MEDIAN	MEDIAN LANDSCAPE	MAP 12, A1 A2
<u>CA26</u>	<u>SR273</u>	SW CORNER at INTERSECTION OF BALA RD(N91); SB SHOULDER	NATIVE PLANT	MAP 11, D8
<u>CA27</u>	<u>SR273</u>	BETWEEN NEWARK-CHRISTIANA RD(N18)and RED MILL RD(N352),NB SHOULDER	NATIVE PLANT	MAP 11, D7
<u>CA28</u>	<u>SR1</u>	SR1, SB at 0.0 MI. SOUTH of MILEPOST 81	NATIVE PLANT	MAP 25, 11J;11K
<u>CA29</u>	<u>SR301</u>	MIDDLETOWN-WARWICK RD(N62) at SR299, WARWICK RD(N443A)	NATIVE PLANT	MAP 24, E2
<u>CA30</u>	<u>SR896 / SR301</u>	SUMMIT BRIDGE RD(N16) from PORTER RD(N400) to RED LION RD(N35/SR71)	NATIVE PLANT RELEASED TURF	MAP 14, H12 to MAP 17, H4
<u>CA31</u>	<u>SR72</u>	LIBRARY AVE(N356) at S CHAPEL ST EXT(N356A)	NATIVE PLANT	MAP 10, H10
<u>CA32</u>	<u>N336</u>	CHRISTIANA-STATON RD(N336) at SR1; EMBANKMENT	NATIVE PLANT	MAP 11, K8

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<b>PLOT #</b>	<b>ROAD #</b>	<b>LOCATION</b>	<b>TYPE</b>	<b>ADC MAP</b>
<u>CD1</u>	<u>SR1</u>	SR1 DOVER TOLL PLAZA, Between MAIN LINE AND SERVICE RD	NATIVE PLANT	MAP 17, J1
<u>CD2</u>	<u>SR10</u>	LEBANON RD(K356), SB RAMPS from SR10; INFIELD TRIANGLE	NATIVE PLANT	MAP 18, A10
<u>CD3</u>	<u>US 13</u>	N DuPONT BLVD(K2) at SMYRNA-LEIPSIC RD(K12); NE CORNER	NATIVE PLANT	MAP 5, F7
<u>CD4</u>	<u>US 13</u>	N DuPONT BLVD(K2) from MESSINA HILL RD(K102) to HICKORY RIDGE RD(K149)	NATIVE PLANT	MAP 10, G2
<u>CD5</u>	<u>US 13</u>	GRASS AREA at S DuPONT HWY(K3) in FRONT OF TIRE STORE; SOUTH SIDE	LANDSCAPE	MAP 17, J5; J6; H6
<u>CD6</u>	<u>K156</u>	WEST DOVER CONNECTOR, at EDEN HILL, off NORTH ST(K 73)	VEGETATIVE	MAP 17, D6
<u>CD7</u>	<u>US 13</u>	S DuPONT HWY(K3) at WEBBS LANE(K192); NE CORNER	NATIVE PLANT	MAP 17, F10
<u>CD8</u>	<u>SR1</u>	BAY RD(K7), CLOVERLEAF at BAYSIDE DR(K17 / SR9); (4) INFIELD SITES	NATIVE PLANT	MAP 24, G2
<u>CD8D</u>				NW
<u>CD8B</u>				SW
<u>CD8C</u>				SE
<u>CD8A</u>				NE
<u>CD9</u>	<u>SR14</u>	MILFORD-HARRINGTON HWY(K36) at CANTERBURY RD(K388) ALONG RELOCATED CANTERBURY ROAD	VEGETATIVE	MAP 37, G8
<u>CD10</u>		JUST NORTH ALONG CANTERBURY ROAD		
<u>CD11</u>	<u>K294</u>	CRAWFORD CARROLL AVE at SCARBOROUGH RD(K204)	NATIVE PLANT	MAP 11, B11
<u>CD12</u>	<u>SR1</u>	BAY RD(K8), just SOUTH of MURDERKILL RIVER BRIDGE; SB SHOULDER	NATIVE PLANT	MAP 30, G6
<u>CD13</u>	<u>SR1</u>	SR 1 SOUTH, 0.6 MILES SOUTH of SOUTH SMYRNA EXIT 114; SB SHOULDER	NATIVE PLANT	MAP 5, H10
<u>CD14</u>	<u>SR1</u>	KITTS HUMMOCK RD(K680) just EAST OF BAYSIDE DR(K17)	REFORESTATION	MAP 24, G2

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<u>CD15</u>	<u>SR1</u>	BAY RD(K7), between SR1 and CLAPHAM RD(K27); TRIANGLE at POINT	NATIVE PLANT	MAP 24, G12
<u>CD17</u>	<u>SR1</u>	SR 1 just NORTH OF SIMMS BRIDGE RD(K345) OVERPASS; MEDIAN	RELEASED TURF	MAP 10, K6
<u>CD18</u>	<u>SR1</u>	SR 1 just SOUTH OF LEIPSIC RD(K88) OVERPASS; MEDIAN	RELEASED TURF	MAP 11, F12
<u>CD19</u>	<u>SR1</u>	SR1 NORTH of DOVER TOLL PLAZA, at EXIT 104 SIGN; NB SHOULDER	NATIVE PLANT	MAP 11, H13
<u>CD20</u>	<u>SR1</u>	SR 1 just SOUTH OF SIMMS BRIDGE RD(K345) OVERPASS; MEDIAN	RELEASED TURF	MAP 10, K6
<u>CD21</u>	<u>SR1</u>	SR 1 from SR113 OVERPASS TO SR36 OVERPASS; NB SHOULDER SR 1 from SR113 OVERPASS TO SR36 OVERPASS; SB SHOULDER	RELEASED TURF	MAP 38,A6 to MAP 38 E10
<u>CD22</u>	<u>SR1</u>	SR 1 SOUTH, 0.2 MILES SOUTH of SMYRNA-LEIPSIC RD(K12) OVERPASS; SB SHOULDER	NATIVE PLANT	MAP 5, G7;G8
<u>CD23</u>	<u>SR1</u>	SR 1 EXIT 114 RAMP; on RIGHT SHOULDER; before SB RAMP	NATIVE PLANT	MAP 5, G9
<u>CD24</u>	<u>SR1</u>	SR 1, KOREAN WAR VETERANS MEMORIAL HWY; MEDIAN, from EXIT-97 to DUCK CREEK BRIDGE	RELEASED TURF	MAP 18, A7 to MAP 5, F4
<u>CD25</u>	<u>US 13</u>	S DuPONT HWY(K5) just SOUTH OF JACKSON DITCH RD(K431); MEDIAN	NATIVE PLANT	MAP 36, A7
<u>CD26</u>	<u>US 13</u>	S DuPONT HWY(K3) from PUBLIC SAFETY BLVD to COURT ST(K67); MEDIAN (BY OTHERS)	LANDSCAPE	MAP 17, J5; J6; H6
<u>CD27</u>	<u>(K67)</u>	COURT ST(K67) from S DuPONT HWY(K3) to ST JONES BRIDGE; MEDIAN (BY OTHERS)	LANDSCAPE	MAP 10, G2
<u>CD28</u>		GRASS AREA at S DuPONT HWY(K3) in FRONT OF TIRE STORE; SOUTH SIDE	LANDSCAPE	MAP 10, G2
<u>CD29</u>		TRIANGLE ISLAND at S DuPONT HWY(K3); NORTH SIDE	LANDSCAPE	MAP 10, G2

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<u>CD29A</u>	<u>SR1</u>	SERVICE RD, DOVER TOLL PLAZA, between SERVICE RD and SR1 B	NATIVE PLANT	MAP 11,H13
<u>SD1</u>	<u>SR113</u>	DuPONT BLVD(S113) ISLAND between SR113; OLD SHAWNEE RD(S619) and KINGS HWY; NB SIDE	LANDSCAPE	MAP 1, J11
<u>SD2</u>	<u>SR1</u>	COASTAL HWY(S14) at INTERSECTION of SLIVER LAKE DR(S50 / SR1A) (2) ISLANDS	NATIVE PLANT	MAP 19, C3
<u>SD3</u>	<u>212</u>	CEDAR CREEK RD(S212) from WILKINS RD(206) to SB RAMP of SR1 between SR30 and SR1	VEGETATIVE SCREEN RELEASED TURF	MAP 2, E13
<u>SD4</u>	<u>SR1</u>	THEODORE FREEMAN HWY(S23) 0.2 MILES from KINGS HWY(S268 / SR9) (BY OTHERS)	NATIVE PLANT	MAP 18, E6
<u>SD5</u>	<u>SR1</u>	COASTAL HWY(S14) TRIANGLE ISLAND between SR1 and SAVANNAH RD(S18 / SR9)	NATIVE PLANT	MAP 18, A9
<u>SD6</u>	<u>SR20</u>	CONCORD RD(S20) and CHRUCH RD(S20A), NORTHSIDE	VEGETATIVE SCREEN	MAP 21, E11
<u>SD7</u>	<u>US13</u>	SUSSEX HWY(S3) from CONCORD RD(S20) to THARP RD(S534); MEDIAN	LANDSCAPE	MAP 21, A9;A10
<u>SD8</u>	<u>SR1</u>	COASTAL HWY(S50) NORTH from WELCOME SUSSEX COUNTY SIGN to FISP SIGN, SOUTH BETHANY, WITHIN SEASHORE STATE PARK; MEDIAN	RELEASED TURF	MAP 43, F5 to F10
<u>SD9</u>	<u>SR1</u>	COASTAL HWY(S50) NORTH from DSSSP SIGN TO IR BRIDGE WITHIN SEASHORE STATE PARK; MEDIAN	RELEASED TURF	MAP 35, E4; E5
<u>SD10</u>	<u>SR1</u>	COASTAL HWY(S50) SOUTH from DEWEY BEACH TO INDIAN RIVER BRIDGE WITHIN SEASHORE STATE PARK; MEDIAN	RELEASED TURF PLANTINGS	MAP 27, D5 to D13; MAP 35, D1; D2
<u>SD11</u>	<u>SR1</u>	COASTAL HWY(S14) TRIANGLE SITE between SR1 and STEAMBOAT LANDING RD(S258)	NATIVE PLANT	MAP 17, C3
<u>SD12</u>	<u>SR1</u>	COASTAL HWY(S14) at INTERSECTION of SLAUGHTER BEACH RD(S224); (4) CORNERS	RELEASED TURF EAST SIDE	MAP 17, C3

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<u>SD13</u>	<u>SR1</u>	COASTAL HWY(S7) from REHOBOTH BLVD(S14 / SR14) OVERPASS to CEADR BEACH RD(S36) OVERPASS; NB and SB SHOULDERS	RELEASED TURF	MAP 2, D1;E12;E13
<u>SD14</u>	<u>SR1</u>	REHOBOTH BLVD(S14 / SR14) OVERPASS at COASTAL HWY(S7) TRIANGLE AREAS; NB and SB between SR1 and EXIT RAMPS	NATIVE PLANT RELEASED TURF	MAP 2, E13
<u>SD15</u>	<u>SR 113</u>	DuPONT BLVD(S23) 0.15 MILES NORTH of SEASHORE HWY(S18 / SR404); MEDIAN	NATIVE PLANT RELEASED TURF	MAP 23, D3
<u>SD16</u>	<u>US 13</u>	SUSSEX HWY(S4) 0.2 MILES NORTH of BEACH HWY(SR16); MEDIAN	NATIVE PLANT	MAP 6, B13
<u>SD17</u>	<u>SR26</u>	MAIN ST, SR20(S334) and VINES CREEK RD SR26(K26); NE CORNER	NATIVE PLANT	MAP 33, C12
<u>SD19</u>	<u>SR36</u>	CEDAR BEACH RD(S36) OVERPASS at COASTAL HWY(S7); ALL EMBANKMENTS (4)	NATIVE PLANT	MAP 2,D10;D11