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PITTSBURGH, PA 15201-7355 USA

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FINANCE DIVISION
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12:25 PM

West Virginia
Division of Highways

Finance & Administration

Building 5, Room A-200

1900 Kanawha Blvd. E.

Charleston, WV 25302

Solicitation #: ARFQ 0803
DOT 1900000039

Document Description: DOT WPACONS-
Vegetation Management with Operator

Date: Thursday, March 28, 2019

Time: 1:30 PM



**State of West Virginia
Request For Quotation**

Procurement Folder : 550709

Document Description : DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR

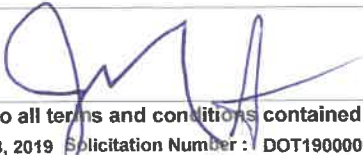
Procurement Type : Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2019-03-13	2019-03-28 13:30:00	ARFQ 0803	DOT1900000039	1	Final

SUBMIT RESPONSES TO:	VENDOR
FINANCE & ADMINISTRATION DIVISION OF HIGHWAYS BLDG 5, RM A-220 1900 KANAWHA BLVD E CHARLESTON WV 25302 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE

Dusty J Smith
(304) 558-9398
dusty.j.smith@wv.gov

Signature X  FEIN # 23-2332783 DATE 3/20/19

All offers subject to all terms and conditions contained in this solicitation

Date Printed : Mar 13, 2019 Solicitation Number : DOT1900000039 Page : 1 FORM ID : WV-PRC-ARFQ-001

ADDITIONAL INFORMATION:

*****NOTICE*****

MAKE SURE YOU DOWNLOAD ALL INFORMATION
TERMS AND CONDITIONS-SPECIFICATIONS-INFORMATIONAL ATTACHMENTS-PURCHASING AFFIDAVIT-PRICING PAGES

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL BE TO A REGISTER VENDOR WITH WV STATE PURCHASING, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR	1.00000	EA		

Commodity Code	Manufacturer	Model #	Specification
70141604			

Extended Description

DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR - HERBICIDE SPRAY

SCHEDULE OF EVENTS

Line	Event	Event Date
1	TECHNICAL QUESTIONS DUE AT 10AM	2019-03-19

DOT1900000039	Document Phase Final	Document Description DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

West Virginia Division of Highways Maintenance Division

- 1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
- 3. BID SUBMISSION:** All bids must be submitted electronically through the West Virginia Vendor Self Service Portal website or signed, sealed in an envelope and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason. In the event that a Vendor submits multiple bids in response to the same Solicitation, the bid with the most recent Agency or wvOASIS time stamp shall be the bid considered by the Agency and the Agency shall disregard all other bids by that Vendor for that Solicitation. Any bid received by the Agency after the date and time of the bid opening as specified in the Solicitation shall be disregarded by the Agency.
- 4. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 5. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 6. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the Agency at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

7. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

8. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee or the fee then assessed by said Division, if applicable.

9. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

10. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference.

11. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

12. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in the West Virginia Vendor Self Service Portal website can be accessed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

13. NON-RESPONSIBLE: The Agency reserves the right to reject the bid of any vendor when the Agency determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

14. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part when the Agency determines it is in the best interest of the State.

15. TIE BIDS: When tie bids are received and the Agency intends to award the work to only one vendor, the Agency shall break the tie by allowing the tied vendors to make a final offer, flip of a

coin, draw of the cards, or any other impartial method considered prudent by the Agency. If tie bids are received and the Agency intends to award the bid to multiple vendors, the Agency may award the bid to the number of the tied bidders as Agency deems necessary using the procedure set forth in this section to establish the number of tied bidders which will be awarded the bid.

16. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by legal counsel for the Agency, if required, constitutes acceptance of this Contract made by and between the Agency and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" means the West Virginia Department of Transportation, Division of Highways. This Contract is entered into by the Agency pursuant to the provisions of West Virginia Code § 17-4-19 and §17-2A-8.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the Agency and the Vendor to provide the goods or services requested in the Solicitation. The Contract shall be comprised of the (i) Solicitation and any other document required by the Solicitation (ii) Bid or Proposal (iii) Award Document and (iv) General Terms and Conditions; Instruction to Vendors Submitting Bids, collectively referred to as the "Contract Documents".

2.4. "Award Document" means the document signed by the Agency, and approved as to form by legal counsel for the agency, that identifies the Vendor as the contract holder.

2.5. "Solicitation" means the official notice of an opportunity to supply the Agency with goods or services.

2.6. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.7. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on award and extends for a period of one year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be submitted in writing to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed 24 months in total. Automatic renewal of this Contract is prohibited.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued prior to the expiration of this Contract shall be effective for no more than one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and that part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ successive one-year periods or multiple periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one calendar year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and Agency.

6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the Agency. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the Agency in the Solicitation to do so, may result in bid disqualification.

7. EMERGENCY PURCHASES: The Agency may purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency and Vendor is unable to provide those goods and services on an immediate or expedited basis in the sole judgment of Agency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, by the Agency, shall not constitute a breach of this Contract and shall not entitle the Vendor to injunctive relief or to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Agency prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Agency prior to Contract award.

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the State as a certificate holder:

- Commercial General Liability Insurance:** In the amount of \$1,000,000.00 or more.
- Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, award, in a form acceptable to the Agency.

- WEST VIRGINIA CONTRACTOR'S LICENSE
-
-
-
-

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to worker's compensation, shall maintain worker's compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Agency that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices in arrears.

14. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

15. CANCELLATION: The Agency reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or this contract for any reason or no reason upon 30 days written notice to the Vendor.

16. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

17. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

18. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

19. PREVAILING WAGE: To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

20. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

21. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency and the Vendor.

22. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

23. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

24. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

25. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

26. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

27. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the Agency may deem this Contract null and void, and terminate this Contract without notice.

28. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in:

<http://www.transportation.wv.gov/Documents/WVDOT-Privacy-Notice.pdf>.

29. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq. Submission of any bid, proposal, or other document to the Agency constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. Labeling any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents will not protect that document from public disclosure. All submissions are subject to public disclosure without notice.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

30. LICENSING: Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Agency to verify that the Vendor is licensed and in good standing with the above entities.

31. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from Agency, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

32. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

33. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be

exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

35. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor agrees to defend, indemnify, and hold harmless the Agency, its officers, agents and employees from and against all suits, claims, damages, liability, losses, and expenses, including but not limited to attorney's fees and costs of investigations, arising out of, pertaining to or resulting from the performance of work for the above identified Project, including all claims, damages, losses or expenses which are attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property, whether caused either wholly or in part by the negligence, actions or omissions of the Vendor, a Subcontractor or anyone directly or indirectly employed by the Vendor or Subcontractor or for anyone whose acts the Vendor or Subcontractor may be liable, except for any liability or damages due to the willful or intentional unlawful acts or the sole negligence of the Agency or its employees.

36. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to the award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

38. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Agency via email to the Agency representative specified by Agency.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to

sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet

the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

42. It is hereby expressly covenanted, agreed and understood by and between the parties hereto, that the Vendor will immediately make payment and refund to the Agency for any and all overpayments made by said Agency to the Vendor on any estimate or estimates, advances ,if applicable ,or partial payments made on this Contract. Agency is given the right and authority to withhold any and all funds in its possession, belonging to, owed by, or which may be owed by it to the Vendor on any agreement or from any other source for the recovery of any overpayment made in connection with this contract. It is further expressly agreed that the statute of limitations will not commence to run against the Agency for such overpayments until the same is discovered and made known to the Agency.

43. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities in the order listed below with the highest priority being subsection a:

- a. General Terms and Conditions; Instructions to Vendors Submitting Bids,
- b. Solicitation and any documents required by the Solicitation,
- c. Bid or Proposal,
- d. Award Document.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through the West Virginia Vendor Self Service Portal website, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Dedangelo Brothers, LLC
(Full Company Name)

[Signature]
(Authorized Signature)

Joseph G Ferguson, Secretary
(Print or Type Name and Title of Signatory)

570 / 459-5800
(Phone Number)

570 / 459-5500
(Fax Number)

jferguson@dbiservices.com
(Email address)

3/20/19
(Date)

**Form pre-approved by DOH legal division on July 12, 2016.
Attorney signature not required.**

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: DOT1900000039

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

Addendum No. 1

Addendum No. 6

Addendum No. 2

Addendum No. 7

Addendum No. 3

Addendum No. 8

Addendum No. 4

Addendum No. 9

Addendum No. 5

Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DeAngelis Brothers, LLC
Full Company Name

[Signature]
Authorized Signature

3/20/19
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION
Vegetation Management with Operator

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Division of Highways is soliciting bids to establish an open-end contract to provide all labor, equipment, services, articles and incidentals necessary for Vegetation Management with Operator, to provide herbicide application in the form of guardrail spraying, brush spraying and wildflower plot spraying for use at locations throughout the State of West Virginia by the West Virginia Division of Highways.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 **“Contract Item”** or **“Contract Items”** or **“Products”** mean the list of items identified in Section 3, Subsection 1 below.

 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.

 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the State of WV.

 - 2.4 **“WVDOH”** used throughout this Solicitation means the West Virginia Division of Highways.

 - 2.5 **“EPA”** used throughout this Solicitation means Environmental Protection. Please reference www.epa.gov.

 - 2.6 **“WVDA”** used throughout this Solicitation means West Virginia Department of Agriculture. Please reference www.wvagriculture.org.

 - 2.7 **“Contractor”** or **“Vendor”** used throughout this Solicitation and in any cited sections of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications, are interchangeable.

 - 2.8 **“Standard Specs”** used throughout this Solicitation means the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges, most recent edition, as modified by all subsequent annual Supplemental Specifications.

REQUEST FOR QUOTATION
Vegetation Management with Operator

3. GENERAL REQUIREMENTS:

- 3.1 Specifications:** The following sections of the Standard Specs, shall apply to the administration of this contract: Sections 101, 102.4, 102.5, 105.1, 105.3, 105.4, 105.10, 105.11, 105.12, 105.13, 106.3, 106.4, 106.5, 106.6, 106.7, 106.9, 107.1, 107.2, 107.3, 107.14, 107.19, 107.20, 108.8, 109.1, 109.2 and 109.20.

A hard copy of the current Standard Specs may be purchased at a cost of \$20.00 (\$15.00 for the 2017 book plus \$5.00 for the latest edition) using the Standard Specifications Order Form and sent to:

West Virginia Division of Highways
Contract Administration
Building 5, Room 722
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305
(Phone) 304-558-2885

A free electronic copy of the Standard Specs may be obtained by sourcing:
<http://www.transportation.wv.gov/highways/contractadmin/specifications/2017StandSpec/Pages/default.aspx>

- 3.2 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.2.1 Contract Item:

3.2.1.1 Contract Items 1, 2 and 3 shall be acreage sprayed utilizing a spray boom truck or an articulated spray boom truck, provided by the Vendor, for Bare-ground, Guardrail, Median, Berms, Brush Control, Escape Ramps and Storage Lot Spraying using herbicide material supplied by the WVDOH.

3.2.1.2 Contract Item 4 shall be acreage sprayed utilizing a handheld or backpack style sprayer, or similar sprayer, provided by the Vendor, for Wildflower Plot Spraying using herbicide material supplied by the WVDOH.

3.2.1.3 Contract Items 5, 6 and 7 shall be acreage sprayed utilizing a spray boom truck or an articulated spray boom truck, provided by the Vendor, for Bare-ground, Guardrail, Median, Berms, Brush Control, Escape Ramps and Storage Lot Spraying using herbicide

REQUEST FOR QUOTATION
Vegetation Management with Operator

material provided by the Vendor per the herbicide material identified on the Information Attachment Form.

3.2.1.4 Contract Item 8 shall be acreage sprayed utilizing a handheld or backpack style sprayer, or similar sprayer, provided by the Vendor, for Wildflower Plot Spraying using herbicide material provided by the Vendor per the herbicide material identified on the Information Attachment Form.

NOTE: Herbicide material furnished by the Vendor for Contract Items 5, 6, 7 and 8 shall conform to the physical and chemical properties set out in the EPA Registration of the product requested. Vendors may quote the Product Name requested or provide an “or equal to” product. This information, whether the requested Product Name or an “or equal to” product, shall be proposed on the Information Attachment Form and submitted with the bid package.

3.2.2 Product Trade Name and “Or Equal To” Items:

For Contract Items 5, 6, 7 and 8, Vendors may bid Product Trade Names as requested or bid an “or equal to” product.

The Vendor shall provide the Product Trade Name and EPA Registration Number for each item that the Vendor is bidding. The Vendor shall provide this information on the Information Attachment Form for every item bid whether the Vendor is providing the requested Product Name or an “or equal to” product.

The WVDOH will not assume the Product Name and/or the EPA Registration Number for any item bid by any Vendor.

The Vendor shall provide the label from the “or equal to” Contract Item bid with their bid package to eliminate any confusion. The WVDOH shall determine equivalency.

NOTE 1: Equivalency, chemical name or equivalent, shall mean equal and not necessarily identical. The final determination of equivalency will be made by the WVDOH.

Vendor should be available to provide any additional documentation required by the WVDOH during the evaluation and equivalency process.

REQUEST FOR QUOTATION
Vegetation Management with Operator

Failure to provide the mandatory information as described above on the Information Attachment Form will result in the disqualification of the Vendor's bid in its entirety.

3.2.3 Contract Requirements:

3.2.3.1 Equipment:

3.2.3.1.1 Trucks: A Spray Boom Truck to be used on a majority of the spraying while an Articulated Spray Boom truck will be used for treating wider right-of-ways mainly in conjunction with Median and Brush Control Operations.

3.2.3.1.1.1 Spray Boom Truck: must be a minimum 800 gallon unit and must be equipped with the following: 1) a sprayer control system capable of automatically maintaining application rate; 2) a vehicle speed sensor which is either connected to the vehicle speedometer or a radar type sensor; 3) minimum of eight separate boom widths; 4) two different application ratios; and 5) a manual setting for spot spraying.

The herbicide application unit is to be equipped with an eight boom nutating spray head, using all brass or stainless steel nozzles capable of delivering a no-streak pattern of two feet to thirty-two feet in width. All booms shall operate independently or simultaneously to apply the necessary spray widths as needed. The application system shall have oscillating motion on booms one through four; these nozzles must be electrically driven by a 12-volt system. The unit shall provide a uniform spray pattern while providing spray drift control.

This equipment shall be mounted on a suitable flat-bed type truck. The operator/driver shall possess herbicide applicators' certification meeting the requirement of the State of WV. Refer to Section 3.2.5 and Section 3.2.6.

NOTE: Required minimum shall be two Spray Boom Trucks available at any time upon the request by the WVDOH during the life of this contract.

REQUEST FOR QUOTATION
Vegetation Management with Operator

3.2.3.1.1.2 Articulated Spray Boom Truck: must be a minimum 800 gallon unit and must be equipped with the following: 1) a sprayer control system capable of automatically maintaining application rate; 2) a vehicle speed sensor which is either connected to the vehicle speedometer or a radar type sensor; 3) having the capability of spraying a minimum of ten separate boom widths; 4) two different application ratios; and 5) a manual setting for spot spraying.

The herbicide application unit is to be equipped with nine boom nutating multiple spray head systems, using all brass or stainless steel nozzles capable of delivering a no-streak pattern up to a minimum of fifty feet in width. All booms shall operate independently or simultaneously to apply the necessary spray widths as needed. The application system shall have oscillating motion on booms one through four; these nozzles must be electrically driven by a 12-volt system. The unit shall provide a uniform spray pattern while providing spray drift control.

The articulated spray boom shall be mounted in the centerline of the truck. The boom shall be capable of rotating 90 degrees to the left and right of the centerline of the truck and have a minimum vertical arc of 80 degrees. The boom shall be a minimum of 18 feet when fully extended and shall be equipped with a Norstar spray head application system or “or equal to” spray head application system. If an “or equal to” spray head application system is proposed, specifications for that system shall accompany the bid for the WVDOH to evaluate equivalency.

This equipment shall be mounted on a suitable flat-bed type truck. The operator/driver shall possess herbicide applicators’ certification meeting the requirement of the State of WV. Refer to Section 3.2.6.

NOTE: Required minimum shall be two Articulated Spray Boom Trucks available at any time upon the request by the WVDOH during the life of this contract.

3.2.3.1.2 A handheld or backpack style sprayer or similar shall be used when control path spraying of Wildflower Plots as needed.

REQUEST FOR QUOTATION
Vegetation Management with Operator

3.2.3.1.3 Delivery or storage of the Vendor's equipment or chemical at a WVDOH facility or project site is prohibited.

3.2.3.1.4 The Vendor shall provide two-way communications between the spray unit and the WVDOH inspector monitoring the work, in order to optimize project quality.

3.2.3.1.5 The Vendor shall be responsible for all fuel, repair, maintenance and insurance for the equipment, operators and applicators.

3.2.3.2 The Vendor shall be responsible for making arrangements to obtain a clean water source outside of the WVDOH's right-of-way for mixing herbicides. The Vendor shall verify that water quality and characteristics meet the manufacturer's recommendations for the herbicides being sprayed.

3.2.3.3 The Vendor shall be responsible for making arrangements for a suitable mixing location in compliance with all state and federal regulations. Mixing at any WVDOH facility is strictly prohibited.

3.2.4 Mobilization:

Contract Item 9, Mobilization shall be paid one-way per mile to the initial WVDOH project site from the Vendor's base station. The Vendor **shall** provide the most recent physical address or 911 address of the Vendor's base station on the Information Attachment Form. Failure to provide this information shall result in disqualification of the Vendor's bid in its entirety.

The Vendor's base station or in the case of moving from one WVDOH District/project site to the next, shall be considered the point of mileage origin, whichever will cost less.

In-state delivery route mileage will be calculated by the WVDOH from the Vendor's base station to the WVDOH's job site by utilizing the WVDOH Straight Line Diagrams. These Diagrams for WV Primary Routes and WV Secondary Routes are available in each WVDOH District office and the WVDOH's Central Office. The WVDOH will determine the route to be taken due to bridge and/or road restrictions.

Out-of-state delivery route mileage will be calculated by the WVDOH utilizing "Google Maps" or a similar source for routing from the vendor's

REQUEST FOR QUOTATION
Vegetation Management with Operator

base station to the WV State line at which time, the Straight Line Diagrams will be sourced to the WVDOH job site.

3.2.5 Demonstration/Acceptance Plan:

Within thirty days from the award of the contract, the Vendor must assemble all proposed equipment and personnel to demonstrate to the satisfaction/acceptance of the WVDOH District Maintenance Engineers or their designees, that the equipment and personnel meet the requirements of this contract. This demonstration is to take place at a time and date mutually agreed upon by the WVDOH District Maintenance Engineers or their designees and the Vendor. See WVDOH District Maintenance Engineers' contact information sheet, Appendix B.

3.2.6 Inspection:

Inspection of all equipment, herbicide material and verification of applicators' certification in the state of West Virginia as an herbicide applicator will be conducted by the WVDA.

3.2.7 Traffic Control:

Traffic Control will be provided by the WVDOH with the exception of the work vehicles provided by the Vendor. Reference can be made to Traffic Control Case A8 which applies to two lane/two-way traffic roads as well as one lane/two-way traffic roads and Traffic Control Case A15 which applies to two-way/two-lane traffic roads (expressways). See Appendix A.

All work vehicles provided by the Vendor shall be equipped one high-intensity-bar light and a "Slow Moving" triangle mounted on the rear of the vehicle.

3.2.8 Performance:

The WVDOH reserves the right to terminate immediately the usage of any herbicide spray system and/or personnel which do not perform to reasonable production standards. These reasonable production standards will be based on historical performance data under similar circumstances as determined by the WVDOH.

In areas where the expected results were not attained, the WVDOH may require the Vendor re-apply to the area. There may be a number of reasons that the herbicide may not eliminate the target vegetation, some of which

REQUEST FOR QUOTATION
Vegetation Management with Operator

may or may not be the Vendor's fault; however, the WVDOH will not pay labor, equipment or material expense for herbicide re-applied.

If threatening weather is forecast on scheduled application days, it will be the Vendor's decision whether or not to apply herbicides on that day. The WVDOH recommends that no spraying be performed, but will not make the final decision, on any given-day, when threatening weather is forecast. If the Vendor makes the decision to spray and rain does develop that renders the spraying ineffective, the WVDOH will not pay labor, equipment or material expense for herbicide re-applied.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest cost per District, Contract Items 1 through 8, not including cost for mobilization, contract Item 9.

4.2 Pricing Page: Vendor shall submit a Unit Cost per each Contract Item, per District bid. Vendors may bid any or all Districts; however, pricing shall be considered District-wide at any WVDOH District/project site within a District. In order to be evaluated, the Vendor shall bid all Contract Items for a District. Vendor shall submit a Unit Cost per each Contract Item, per District, as failure to do so shall result in the Vendor's bid being disqualified for that District. Vendor shall provide the mandatory information requested in Section 3.2.2 and Section 3.2.4 on the Information Attachment Form and shall submit with their Pricing Page or the Vendor's bid will be disqualified in its entirety.

The estimated purchase volume for each item represents the approximate volume of anticipated purchases only, whether more or less. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address dusty.j.smith@wv.gov.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not

REQUEST FOR QUOTATION
Vegetation Management with Operator

required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

- 5.2 Payment:** The Vendor shall invoice the WVDOH for acres sprayed and/or mobilization charges on a bi-monthly basis. Mobilization miles and acres sprayed must be verified on a daily basis by an authorized representative of the WVDOH. The Vendor must provide a daily receipt ticket, easily identified as such by a reference ticket number, date of service and the acreage sprayed. The date and ticket number must be referenced on the invoice in order for proper payment to be made.

Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract.

6. DELIVERY AND RETURN:

- 6.1 Delivery Time:** Vendor shall be prepared to mobilize and begin work within thirty working days after orders are received; however, the WVDOH shall have the option of accepting an alternative time frame by the Vendor after orders are received.
- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense

REQUEST FOR QUOTATION
Vegetation Management with Operator

and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

- 7.1** The following shall be considered a vendor default under this Contract.
- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2** Failure to comply with other specifications and requirements contained herein.
 - 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4** Failure to remedy deficient performance upon request.
- 7.2** The following remedies shall be available to Agency upon default.
- 7.2.1** Immediate cancellation of the Contract.
 - 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3** Any other remedies available in law or equity.

8. ANTI-COLLUSION CLAUSE:

REQUEST FOR QUOTATION
Vegetation Management with Operator

- 8.1** Contractor affirms that in regard to this contract and the bidding process which underlies this contract, neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- 8.1.1.** been a party to any collusion among potential or actual bidders or with any state or federal official or employee in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - 8.1.2** been a party to any collusion with any other potential or actual bidders, federal or state official or employee as to quantity, quality or price in the contract, or any other terms of the contract;
 - 8.1.3** been a party to any discussions between or among potential or actual bidders and any federal or state official or employees concerning exchange of money or other thing of value for special consideration in the letting or award of this of contract;
 - 8.1.4** exchanged money or other thing of value with other potential or actual bidders, federal or state officials or employees for special consideration in the letting or award of this contract;
 - 8.1.5** otherwise taken any action in restraint of free competitive bidding.
- 8.2** Contractor further affirms that that neither Contractor nor anyone on its behalf, including affiliate and subsidiary entities of Contractor, has:
- 8.2.1** made its bid in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation and that the bid is genuine and is not a sham;
 - 8.2.2** directly or indirectly colluded, conspired, connived, or agreed with any potential or actual bidder or anyone else to put in a sham bid;
 - 8.2.3** otherwise taken any action to put in a sham bid.

9. MISCELLANEOUS:

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid,

REQUEST FOR QUOTATION
Vegetation Management with Operator

Vendor certifies that it can supply the Contract Items contained in its bid response.

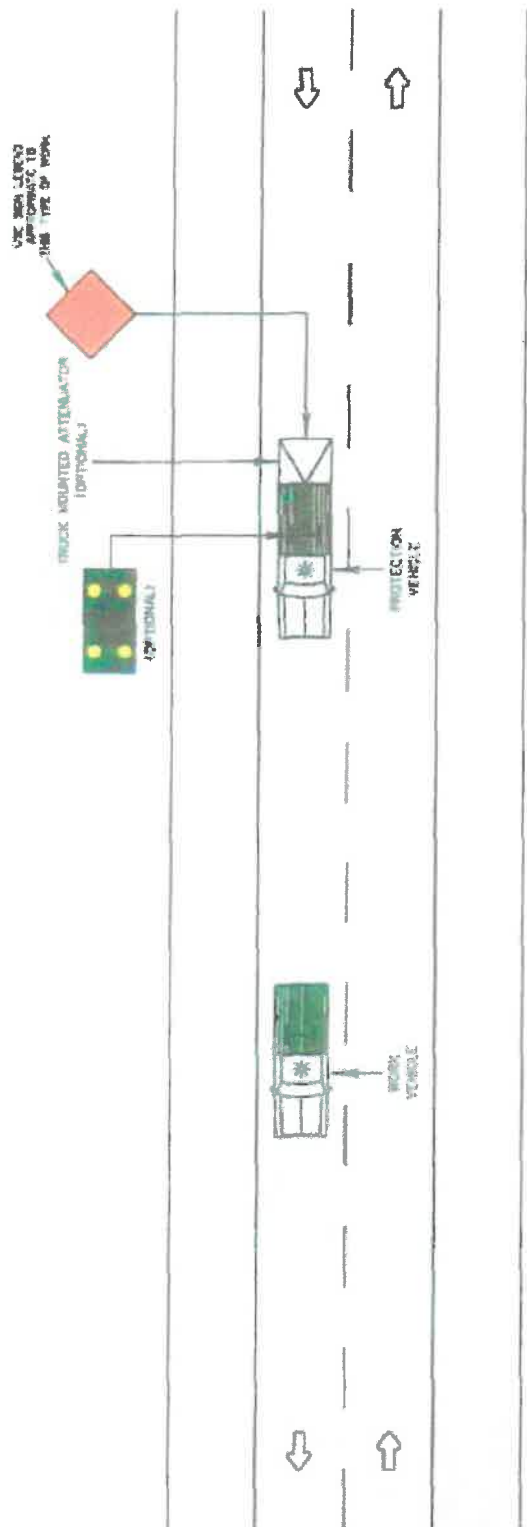
- 9.3 Prevailing Wage:** To the extent required by applicable law, Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 9.4 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.5 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: David Tinch
Telephone Numbers: 724 / 482-2800
Fax Number: 724 / 482-2820
Email Address: dtincha@dbiservices.com

**Vegetation Management with Operator
Information Attachment Form**

Product/Material Information			
Contract Item #	Item Description - Vendor MUST provide EPA Reg # for each product.		
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Swath range 3' to 50'.		
		Proposed Product Name	
		EPA Reg #	
	5.A. Solution shall include the following:		
	5 pounds Krovar or equal to	Krovar	432-1551
	5 pounds Diuron or equal to	Diuron 80DF	19713-274
	6 ounces Milestone or equal to	Milestone	62719-537
	.5 ounces Metcel or equal to	Escort	432-1549
	2 quarts Accord XRT II or equal to	Accord XRT II	62719-556
	1 pint Surfactant or equal to	Red River 90	Exempt
	5.B. Solution shall include the following:		
	6 ounces Milestone or equal to	Milestone	62719-537
	.5 ounces Metcel or equal to	Escort	432-1549
	2 quarts Accord XRT II or equal to	Accord XRT II	62719-556
6 pounds Diuron or equal to	Diuron 80DF	19713-274	
1 pint Surfactant or equal to	Red River 90	Exempt	
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Swath range 4' to 50'.		
		Proposed Product Name	
		EPA Reg #	
	6.A. Early Season - Solution shall include the following:		
	1 quart Tordon K or equal to	Tordon K	62719-17
	6 quarts Garlon 3A or equal to	Garlon 3A	62719-37
	1 pint Surfactant or equal to	Red River 90	Exempt
	6.B. Late Season (July) - Solution shall include the following:		
	2 gallons Krenite or equal to	Krenite	42750-247
	1 quart Surfactant or equal to	Red River 90	Exempt
	4 ounces Arsenal or equal to	Arsenal	241-346
	6.C. Late Season (September) - Solution shall include the following:		
	1 quart Garlon or equal to	Garlon 3A	62719-37
1.5 ounces Escort or equal to	Escort	432-1549	
1 quart Surfactant or equal to	Red River 90	Exempt	
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied.		
		Proposed Product Name	
		EPA Reg #	
	7.A. Solution shall include the following:		
	6 pounds Diuron or equal to	Diuron 80DF	19713-274
	6 ounces Milestone or equal to	Milestone	62719-537
	.5 ounces Metcel or equal to	Escort	432-1549
2 quarts Accord XRT II or equal to	Accord XRT II	62719-556	
1 quart Surfactant or equal to	Red River 90	Exempt	
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer, between 25 and 50 gallons of solution, per acre, sprayed or applied. Swath range 4' to 150'.		
		Proposed Product Name	
		EPA Reg #	
	8.A. Solution shall include the following:		
2 quarts Accord XRT II or equal to	Accord XRT II	62719-556	
1 pint 2,4D or equal to	Freellex	62719-634	
1 quart Surfactant or equal to	Red River 90	Exempt	
Location of Vendor's Base Station			
10	Location of Base Station: Vendor shall provide the physical location or the most recent 911 address of the Vendor's base location in the space below:		
	DeAngelo Brothers, LLC		
	100 N. Conahan Drive Hazleton, PA 18201		

APPENDIX A



SYMBOLS

- † SIGN ON PORTABLE OR PERMANENT SUPPORT
- * FLASHING VEHICLE LIGHT

TYPICAL APPLICATIONS

OBSCURE REMOVAL

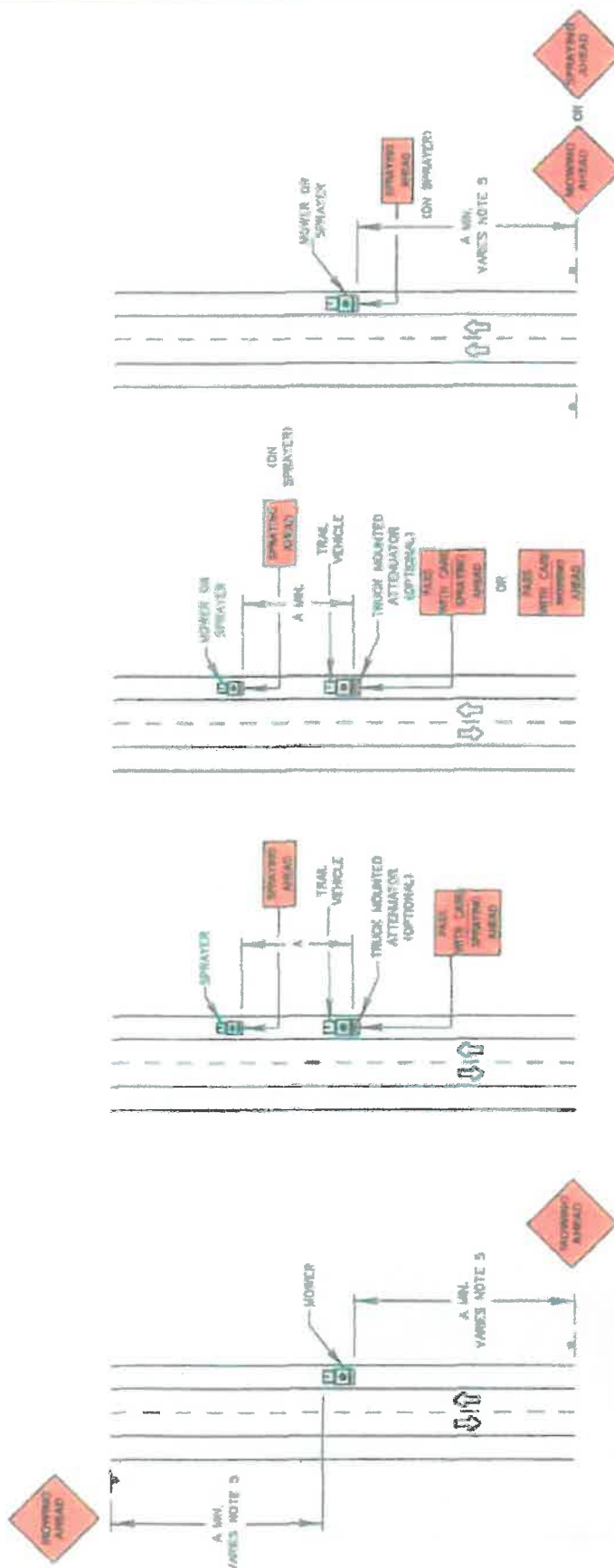
GENERAL NOTES

1. VEHICLE-MOUNTED SIGNS SHALL BE MOUNTED IN A MANNER SUCH THAT THEY ARE NOT OBSTRUCTED BY EQUIPMENT OR SUPPLIES. SIGN LEGENDS SHALL BE CONSIDERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
2. PROTECTION AND WORK VEHICLES SHALL DISPLAY HIGH-INTENSITY ROTATING, FLASHING, OSCILLATING, OR STROBE LIGHTS.
3. WHERE PRACTICAL AND WHEN REQUIRED, THE WORK AND PROTECTION VEHICLES SHOULD PULL OVER SHOULD CALLY TO ALLOW TRAFFIC TO PASS IF THIS CANNOT BE DONE PRIORITELY. AS AN ALTERNATIVE, A DO NOT PASS SIGN MAY BE PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
4. WHENEVER ADEQUATE STOPPING SHORT DISTANCE EXISTS TO THE REAR, THE PROTECTION VEHICLE SHOULD MANTAIN THE MINIMUM DISTANCE PROTECT THE WORK VEHICLE AND PROCEED AT THE SAME SPEED. THE PROTECTION VEHICLE SHOULD SLOW DOWN IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES WHICH RESTRICT VISIBILITY DISTANCE.
5. THE USE OF TRUCK MOUNTED ATTENUATORS MOUNTED ON THE REAR OF PROTECTION VEHICLES SHOULD BE CONSIDERED.
6. THE DISTANCE BETWEEN THE WORK AND PROTECTION VEHICLES MAY VARY ACCORDING TO TERRAIN AND OTHER FACTORS.
7. ADDITIONAL PROTECTION VEHICLES TO WARNS AND REDUCE THE SPEED OF ONCOMING OR OVERTAKING TRAFFIC MAY BE USED. LAW ENFORCEMENT VEHICLES MAY BE USED FOR THIS PURPOSE.
8. IF AN ARROW PANEL IS USED, IT SHALL BE USED IN THE CAUTION MODE.

CASE A8

TWO-WAY, TWO-LANE TRAFFIC
MOBILE OPERATION ON
ROADWAY

APPENDIX A



- A. MOWING - NO ENCROACHMENT ON TRAVEL LANES TWO LANE TWO WAY OPERATOR
- B. SPRAYING - NO ENCROACHMENT ON TRAVEL LANES TWO LANE TWO WAY OPERATOR
- C. MOWING OR SPRAYING - ENCROACHMENT ON TRAVEL LANE TWO LANE TWO WAY OPERATION
- D. MOWING OR SPRAYING - NO ENCROACHMENT ON TRAVEL LANES MULTILANE HIGHWAY

GENERAL NOTES

- ALL WORK VEHICLES WILL BE EQUIPPED WITH ONE ROTATING HIGH INTENSITY AMBER LIGHT, AND THE SLOW MOVING TRIANGLE MOUNTED ON THE REAR OF THE VEHICLE. THIS APPLIES TO ALL CASES DURING DAY TIME OPERATIONS.
- WHERE THE SHOULDER AREA TO BE MOWED OR SPRAYED PERMITS, 48" X 48" WARNING SIGNS SHOULD BE USED IN LEO OF 36" X 36" SIGNS. THE OTHER SIGNS SHALL BE 54" X 30".
- WHERE PRACTICAL AND WHEN NEEDED, THE WORK AND PROTECTION VEHICLES SHOULD MOVE PROGRESSIVELY TO ALLOW TRAFFIC TO PASS. IF THIS CANNOT BE DONE FREQUENTLY, A "DO NOT PASS" SIGN MAY BE PLACED ON THE TRAIL VEHICLE INSTEAD OF "PASS WITH CARE". THE TRAIL VEHICLE WILL NORMALLY MAINTAIN VISUAL CONTACT WITH THE WORK VEHICLE (APPROXIMATELY 500 FT.) EXCEPT ON CURVES, IN WHICH CASE THE TRAIL VEHICLE WILL DROP BACK FURTHER SO THAT APPROACHING TRAFFIC WILL SEE THAT THEIR LANE IS BLOCKED.
- ON LOW TRAFFIC VOLUME ROADS WITH LOWER OPERATING SPEEDS, THE SUPERVISOR MAY USE DETAIL A ABOVE AT HIS DISCRETION EVEN THOUGH THERE ARE SOME TRAVEL LANE ENCROACHMENTS.
- MAXIMUM DISTANCE TO BE MOWED OR SPRAYED WITHIN THE SIGNS SHALL BE WHICHEVER IS LESS: 1/2 DAYS MOWING, 3 MILES ON 2 LANES OR 2 MILES ON MULTILANES.
- FOR MEDIAN DRIVEN HIGHWAYS, THE SHOULDER SIGNS SHALL BE PLACED ON BOTH THE RIGHT AND LEFT SIDE OF ROADWAY EVEN THOUGH THE MOWER OR SPRAYER MAY ONLY BE ON ONE SIDE.

TYPICAL APPLICATION

MOWING OPERATION
SPRAYING OPERATION

SUGGESTED ADVANCE WARNING SIGN SPACING

ROAD TYPE	DISTANCE BETWEEN SIGNS (IN FT)		
	A	B	C
URBAN FLOW SPEEDS*	100	100	100
URBAN SLOW SPEEDS*	300	300	300
RURAL	500	500	500
EXPRESSWAY/FREIGHTWAY	1000	1500	2,040

*SPEED CATEGORY TO BE DETERMINED BY MV DMR

CASE A15

TWO-WAY, TWO-LANE TRAFFIC
DAY OPERATION ONLY
MOWING OPERATION

WHERE, AT ANY TIME, ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES REQUIRE AN INTERRUPTED OR CONTINUOUS MOVING OPERATION ON THE SHOULDER

APPENDIX B

DISTRICT MAINTENANCE ENGINEERS

District 1 Charleston WV	Travis Knighton 304-558-3002
District 2 Huntington WV	Scott Eplin 304-528-5630
District 3 Parkersburg WV	Justin Smith 304-420-4648
District 4 Clarksburg WV	Darby Clayton 304-842-1558
District 5 Burlington WV	J. Lee Thorne 304-289-2281
District 6 Moundsville WV	David Brabham 304-843-4017
District 7 Weston WV	Brian K. Cooper 304-269-8940
District 8 Elkins WV	James Rossi 304-637-0220
District 9 Lewisburg WV	Steve Cole 304-647-7839
District 10 Princeton WV	David Harper 304-487-5231



**West Virginia Department of Transportation
Division of Highways**

Standard Specifications Order Form

Ordering Instructions:

Copies of the *2017 Standard Specifications Roads and Bridges* and latest **Supplemental Specifications** may be purchased by completing this form, indicating the number of books desired, along with proper mailing and billing information.

Submit completed form by e-mail DOHSpecifications@wv.gov, or mail to:

Contract Administration Division
1900 Kanawha Boulevard East
Building Five, Room 840
Charleston, WV 25305

Order Form:

Delivery Method (check one): Pick-up Mail (S&H fees apply – see below)

Payment Method (check one): Invoice Check (payable to: WV Division of Highways)

Number of Copies	Title	Price Each	Total
	2017 Standard Specifications Roads and Bridges	\$15.00	
	Supplemental Specifications, Latest Edition	\$5.00	
Shipping and Handling (S&H) *			
* 1-9 Items = \$5.00 10+ Items = \$10.00			
Total Amount Due			

NOTICE: The *2017 Standard Specifications Roads and Bridges* and *Supplemental Specifications* are available free of charge on the [Specifications Webpage](#).

Customer Information:

Company Name: _____
 ATTENTION: _____
 Street Address: _____
 City, State, Zip Code: _____
 Telephone: _____ Fax: _____ e-mail: _____

For Office Use Only (Do not write in the space below)				
Order Filled By: _____			Date: _____	
REC ORG	AUTH	ACT	OBJ	P/N
0064	COTH126	126	021	N

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: DeAngelis Brothers, LLC

Authorized Signature: [Signature] Date: 3/20/19

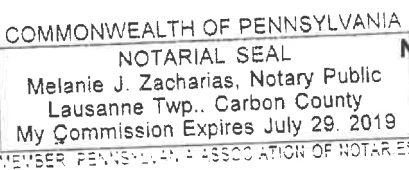
State of Pennsylvania

County of DuSurre, to-wit:

Taken, subscribed, and sworn to before me this 20th day of March, 2019.

My Commission expires July 29, 2019.

AFFIX SEAL HERE



NOTARY PUBLIC Melanie J. Zacharias

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: DeAngelo Brothers, LLC Address: 100 N. Conahan Drive
Hazleton, PA 18201

Name of Authorized Agent: Joseph Ferguson Address: 100 N. Conahan Drive

Contract Number: DOT1900000039 Contract Description: 66190045 -
Vegetation Management with Operator

Governmental agency awarding contract: West Virginia Department of Highways

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 3/20/19

Notary Verification

State of Pennsylvania, County of Luzerne:

I, Joseph G. Ferguson, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20th day of March, 2019.

Melanie J. Zacharias
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Melanie J. Zacharias, Notary Public
Lausanne Twp., Carbon County
My Commission Expires July 29, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
Revised June 8, 2018

Vegetation Management with Operator

District 1 - Boone County, Clay County, Kanawha County,
Mason County and Putnam County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	300	\$162.00	\$48,600.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	550	\$45.00	\$24,750.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	1,650	\$55.00	\$90,750.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	330	\$100.00	\$33,000.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	\$214.47	\$64,341.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	\$186.78	\$56,034.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,650	\$74.31	\$122,611.50
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,650	\$139.50	\$230,175.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,650	\$82.77	\$136,570.50
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	17	\$297.60	\$5,059.20
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	33	\$372.00	\$12,276.00
	GRAND TOTAL PER DISTRICT				\$824,167.20
9	Mobilization Cost	MILE	X	\$0.25	

Vegetation Management with Operator

District 2 - Cabell County, Lincoln County, Logan County,
Mingo County and Wayne County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	300	\$208.00	\$62,400.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	10	\$58.50	\$585.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	125	\$71.50	\$8,937.50
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	5	\$130.00	\$650.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$288.48	\$2,884.80
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	\$245.23	\$73,569.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	\$105.17	\$31,551.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$248.32	\$2,483.20
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	\$115.72	\$11,572.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$415.37	\$4,153.70
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	5	\$109.06	\$454.30
	GRAND TOTAL PER DISTRICT				\$199,331.50
9	Mobilization Cost	MILE	X	\$0.30	

Vegetation Management with Operator

District 3 - Calhoun County, Jackson County, Pleasants County, Ritchie
County, Roane County, Wirt county and Wood County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	250	\$211.57	\$52,892.50
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	10	\$191.10	\$1,911.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	100	\$176.80	\$17,680.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	10	\$332.80	\$3,328.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	200	\$387.66	\$77,532.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$312.58	\$3,125.80
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$182.91	\$1,829.10
	6.B. Late Season (July) - Solution shall include all material listed on the information Attachment Form for this item.	ACRE	300	\$283.46	\$85,038.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$193.83	\$1,938.30
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$489.63	\$4,896.30
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	20	\$425.05	\$8,501.00
	GRAND TOTAL PER DISTRICT				\$258,672.00
9	Mobilization Cost	MILE	X	\$0.30	

Vegetation Management with Operator

District 4 - Doddridge County, Harrison County, Marion County,
Monongalia County, Preston County and Taylor County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	1,025	\$142.36	\$145,919.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	200	\$56.59	\$11,318.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	900	\$72.02	\$64,818.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	50	\$226.36	\$11,318.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	900	\$252.95	\$227,655.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	125	\$180.33	\$22,541.25
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	\$86.92	\$8,692.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	400	\$189.34	\$75,736.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	400	\$94.48	\$37,792.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$188.80	\$1,888.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	30	\$232.92	\$6,987.60
	GRAND TOTAL PER DISTRICT				\$614,664.85
9	Mobilization Cost	MILE	X	\$0.21	

Vegetation Management with Operator

District 5 - Berkeley County, Grant County, Hampshire County, Hardy County,
Jefferson County, Mineral County and Morgan County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	8	\$203.87	\$1,630.96
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	0	\$73.56	\$0.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	0	\$93.63	\$0.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	0	\$294.27	\$0.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$328.84	\$0.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$244.43	\$0.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$121.50	\$0.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$264.66	\$0.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$132.07	\$0.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$264.00	\$0.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0	\$325.59	\$0.00
	GRAND TOTAL PER DISTRICT				\$1,630.96
9	Mobilization Cost	MILE	X	\$0.21	

Vegetation Management with Operator

District 6 - Brooke County, Hancock County, Marshall County,
Ohio County, Tyler County and Wetzel County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	900	\$142.36	\$128,124.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	1,200	\$56.59	\$67,908.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	2,700	\$72.02	\$194,454.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	100	\$226.36	\$22,636.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	900	\$252.95	\$227,655.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,200	\$180.33	\$216,396.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	2,700	\$86.92	\$234,684.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$189.34	\$1,893.40
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	2,700	\$94.48	\$255,096.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	\$188.80	\$18,880.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	\$232.92	\$23,292.00
	GRAND TOTAL PER DISTRICT				\$1,391,018.40
9	Mobilization Cost	MILE	X	\$0.21	

Vegetation Management with Operator

District 7 - Barbour County, Braxton County, Gilmer County,
Lewis County, Upshur County and Webster County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	200	\$211.58	\$42,316.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	60	\$191.10	\$11,466.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	200	\$177.45	\$35,490.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	10	\$332.80	\$3,328.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	\$387.66	\$19,383.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	\$312.58	\$15,629.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$182.91	\$1,829.10
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	25	\$283.46	\$7,086.50
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	25	\$193.83	\$4,845.75
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$493.53	\$4,935.30
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$425.05	\$4,250.50
	GRAND TOTAL PER DISTRICT				\$150,559.15
9	Mobilization Cost	MILE	X	\$0.21	

Vegetation Management with Operator

District 8 - Pendleton County, Pocahontas County,
Randolph County and Tucker County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	150	\$185.06	\$27,759.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	10	\$73.57	\$735.70
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	260	\$93.63	\$24,343.80
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	10	\$294.27	\$2,942.70
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$247.63	\$3,476.30
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	\$243.43	\$24,343.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$121.50	\$1,215.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	\$264.67	\$26,467.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	160	\$132.07	\$21,131.20
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$263.90	\$2,639.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$325.58	\$3,255.80
	GRAND TOTAL PER DISTRICT				\$138,308.50
9	Mobilization Cost	MILE	X	\$0.21	

Vegetation Management with Operator

District 9 - Fayette County, Greenbrier County, Monroe County,
Nicholas County and Summers County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	350	\$156.82	\$54,887.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	50	\$56.59	\$2,829.50
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	500	\$72.02	\$36,010.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	50	\$226.36	\$11,318.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	350	\$235.24	\$82,334.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	350	\$167.71	\$58,698.50
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	250	\$86.92	\$21,730.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	500	\$189.34	\$94,670.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	250	\$94.48	\$23,620.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	\$188.79	\$9,439.50
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	\$232.92	\$11,646.00
	GRAND TOTAL PER DISTRICT				\$407,182.50
9	Mobilization Cost	MILE	X	\$0.21	

Vegetation Management with Operator

District 10 - McDowell County, Mercer County,
Raleigh County and Wyoming County

Contract Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Cost
1	Guardrail Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	500	\$156.82	\$78,410.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	200	\$71.05	\$14,210.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material supplied by the WVDOH.	ACRE	1,000	\$86.48	\$86,480.00
4	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer provided by the vendor, to spray or apply when control path spraying is needed. Material supplied by the WVDOH.	ACRE	50	\$240.82	\$12,041.00
5	Bare-ground, Guardrail, Berms, Median - between 25 and 50 gallons of solution, per acre, sprayed or applied, from the edge of the pavement, to two feet (2') behind the guardrail. Material to be supplied by Vendor. Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	500	\$248.69	\$124,345.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	500	\$181.13	\$90,565.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 50'.				
	6.A. Early Season - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,000	\$100.37	\$100,370.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,000	\$202.79	\$202,790.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,000	\$107.93	\$107,930.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor.				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	\$188.79	\$1,887.90
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. Material to be supplied by Vendor. Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	\$304.08	\$15,204.00
	GRAND TOTAL PER DISTRICT				\$834,232.90
9	Mobilization Cost	MILE	X	\$0.21	

Red River Specialties, Inc.

RED RIVER 90..... Specimen Label SPRAY ADJUVANT FOR PESTICIDES

Ingredients

Active Ingredients: Alkylarypolyoxethylene glycols free fatty acids.....	90%
Inert Ingredients: components ineffective as adjuvant.....	10%
Total:.....	100%

Nonionic Surfactant

CAUTION

Do not take internally. Avoid skin contact. May cause skin and eye irritation.
Keep out of the reach of children.

ANTIDOTE

If swallowed: Do not induce vomiting. Get medical attention. In case of skin contact, flush thoroughly with water.

CHARACTERISTICS

Red River 90 is a surfactant that is excellent in the forestry, rights of way, utility, Roadside, aquatic, agriculture, and turf markets. Ingredients in Red River 90 are exempt from the requirements of tolerance under Title 40, CFR, 180.1001 (d).

DIRECTIONS FOR USE

Utility rights of way and roadside foliar: 1/2 pint to 2 quarts per 100 gallons
Forest site preparation: 1 to 2 quarts per 100 gallons
Aquatic/surface: 1/2 pint to 2 quarts per 100 gallons
Aquatic/submerged: 1 to 2 gallons per 100 gallons
Agriculture, citrus, turf: 1/2 to 2 pints per 100 gallons

CONDITIONS FOR SALE

We warrant that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth on the label when used according to directions under normal use conditions.

There are no other warranties, whether expressed or implied, including a warranty of fitness for a particular purpose. This warranty does not extend to the handling or use of this product contrary to label instructions or under abnormal conditions not reasonably foreseeable to seller, and buyer assumes all risk of any such use.



Specimen Label



Dow AgroSciences



HERBICIDE

®Trademark of The Dow Chemical Company ("Dow") or an affiliated company of Dow

For selective control of many broadleaf weeds in forests, grass pastures, rangeland, Conservation Reserve Program acres, ornamental turfgrass (including turfgrass grown for sod or seed), non-cropland and aquatic areas as listed. Also for control of trees by injection.

Group	4	HERBICIDE
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Active Ingredient:

2,4-Dichlorophenoxyacetic acid, choline salt	56.3%
Other Ingredients.....	43.7%
Total	100.0%

2,4-dichlorophenoxyacetic acid - 38.4% - 3.8 lb/gal

Precautionary Statements

Hazards to Humans and Domestic Animals

EPA Reg. No. 62719-634

DANGER

Corrosive • Causes Irreversible Eye Damage • Harmful If Swallowed, Inhaled Or Absorbed Through The Skin

Do not get in eyes, on skin, or on clothing. Avoid breathing vapor or spray mist. Wash thoroughly with soap and water after handling.

Personal Protective Equipment (PPE)

Some materials that are chemical-resistant to this product are made of any waterproof material. If you want more options, follow the instructions for category A on an EPA chemical resistance category selections chart.

All pilots must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks

All mixers, loaders, flaggers, other applicators and handlers must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves
- Protective eyewear
- Chemical resistant apron when mixing or loading, cleaning up spills or equipment, or otherwise exposed to the concentrate

See engineering controls for additional requirements.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

Engineering Controls

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

Pilots must use an enclosed cockpit that meets the requirements listed in the Worker Protections Standard (WPS) for agricultural pesticides [40 CFR 170.240 (d)(4-6)].

User Safety Recommendations

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

First Aid

If in eyes: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

If on skin or clothing: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

If swallowed: Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

If inhaled: Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.

Have the product container or label with you when calling a poison control center or doctor, or going for treatment.

Note to Physician: Probable mucosal damage may contraindicate the use of gastric lavage.

Environmental Hazards

This product is toxic to fish and aquatic invertebrates. For terrestrial uses: Do not apply directly to water, to areas where surface water is present, or to intertidal areas below the mean high water mark. Drift or runoff may adversely affect aquatic invertebrates and non-target plants. Drift and runoff may be hazardous to aquatic organisms in water adjacent to treated areas. Do not contaminate water when disposing of equipment washwaters or rinsate.

This chemical has properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination. Application around a cistern or well may result in contamination of drinking water or groundwater.

Aquatic Weed Control: Fish breathe dissolved oxygen in the water and decaying weeds also use oxygen. When treating continuous, dense weed masses, it may be appropriate to treat only part of the infestation at a time. For example, apply the product in lanes separated by untreated strips that can be treated after vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2 to 3 week period following treatment. Begin treatment along the shore and proceed outwards in bands to allow fish to move into untreated areas. Waters having limited and less dense weed infestations may not require partial treatments.

Directions for Use

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Read all Directions for Use carefully before applying.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your state or tribe, consult the agency responsible for pesticide regulation.

Agricultural Use Requirements

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 48 hours.

Agricultural Use Requirements (Cont.)

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is:

- Coveralls
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks
- Protective eyewear

Non-Agricultural Use Requirements

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for Agricultural Pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.

Entry Restrictions for Non-WPS Uses: Do not enter or allow people (or pets) to enter the treated area until sprays have dried.

Storage and Disposal

Do not contaminate water, food, or feed by storage or disposal.

Pesticide Storage: Keep container tightly closed when not in use. If exposed to subfreezing temperatures, the product should be warmed to at least 40°F and mixed thoroughly before using.

Pesticide Disposal: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law and may contaminate groundwater. If these wastes cannot be disposed of by use according to label instructions, contact your State Pesticide or Environmental Control Agency, or the Hazardous Waste Representative at the nearest EPA Regional Office for guidance.

Nonrefillable containers 5 gallons or less:

Container Handling: Nonrefillable container. Do not reuse or refill this container.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip. Then offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Refillable containers larger than 5 gallons:

Container Handling: Refillable container. Refill this container with pesticide only. Do not reuse this container for any other purpose. Cleaning the container before final disposal is the responsibility of the person disposing of the container. Cleaning before refilling is the responsibility of the refiller. To clean the container before final disposal, empty the remaining contents from this container into application equipment or a mix tank. Fill the container about 10% full with water and, if possible, spray all sides while adding water. If practical, agitate vigorously or recirculate water with the pump for two minutes. Pour or pump rinsate into application equipment or rinsate collection system. Repeat this rinsing procedure two more times. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Nonrefillable containers 5 gallons or larger:

Container Handling: Nonrefillable container. Do not reuse or refill this container.

Triple rinse or pressure rinse container (or equivalent) promptly after emptying. **Triple rinse** as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. **Pressure rinse** as follows: Empty the remaining contents into application equipment or a mix tank and continue to drain for 10 seconds after the flow begins to drip. Hold container upside down over application equipment or mix tank or collect

Storage and Disposal (Cont.)

rinsate for later use or disposal. Insert pressure rinsing nozzle in the side of the container, and rinse at about 40 psi for at least 30 seconds. Drain for 10 seconds after the flow begins to drip. Then offer for recycling if available, or puncture and dispose of in a sanitary landfill, or by incineration, or by other procedures allowed by state and local authorities.

Product Information

Freelexx™ herbicide is intended for selective control of many broadleaf weeds in forests, grass pastures, rangeland, Conservation Reserve Program acres, ornamental turfgrass (including turfgrass grown for sod or seed), non-cropland and aquatic areas as listed. Also for control of trees by injection.

Apply Freelexx as a water or oil-water spray during warm weather when target weeds or woody plants are actively growing. Application under drought conditions will often give poor results. Use low spray pressure to minimize drift. Generally, the lower dosages specified on this label will be satisfactory for young, succulent growth of susceptible weed species. For less susceptible species and under conditions where control is more difficult, use higher specified rates. Deep-rooted perennial weeds such as Canada thistle and field bindweed and many woody plants usually require repeated applications for satisfactory control. Consult your State Agricultural Experiment stations or Extension Service Weed Specialists for recommendations from this label that best fit local conditions.

Use Precautions and Restrictions

Be sure that use of Freelexx conforms to all application regulations.

Chemigation: Do not apply this product through any type of irrigation system.

Excessive amounts of 2,4-D in the soil may temporarily inhibit seed germination and plant growth.

Use of this product in certain portions of California, Oregon, and Washington is subject to the January 22, 2004 Order for injunctive relief in *Washington Toxics Coalition et al. v. EPA*, C01-0132C, (W.D. W.A.). For further information, please refer to EPA website: <http://www.epa.gov/espp/litstatus/wtc/index.htm>.

Herbicide Resistance Management

2,4-D, the active ingredient in this product, is a Group 4 herbicide (synthetic auxin). Some naturally occurring weed biotypes that are tolerant (resistant) to 2,4-D may exist due to genetic variability in a weed population. Where resistant biotypes exist, the repeated use of herbicides with the same mode of action can lead to the selection for resistant weeds. Certain agronomic practices reduce the likelihood that resistant weed populations will develop and can be utilized to manage weed resistance once it occurs.

To aid in the prevention of developing 2,4-D resistant weeds, Dow AgroSciences recommends the following practices:

Herbicide Selection:

- Rotate the use of 2,4-D with non-auxin (non-Group 4) herbicides.
- Utilize a broad spectrum soil-applied herbicide as a foundation treatment.
- Utilize tank mixes or sequential applications of herbicides with alternative modes of action.
- Avoid using more than two applications of a Group 4 herbicide, such as 2,4-D, within a single growing season unless mixed with another mode of action herbicide with overlapping spectrum.
- Apply full rates of 2,4-D at the specified time (correct weed size) to minimize escapes of tolerant weeds.

Crop Selection and Cultural Practices:

- Incorporate additional weed control practices whenever possible, such as mechanical cultivation, delayed planting, crop rotation, and weed-free crop seeds, as part of an integrated weed control program.
- Do not allow weed escapes to produce seeds, roots or tubers.
- Thoroughly clean plant residues from equipment before leaving fields suspected to contain resistant weeds.
- Scout fields after application to detect weed escapes or shifts in weed species.
- If resistance is suspected, treat weed escapes with an alternate mode of action or cultivation.
- Report any incidence of repeated non-performance of this product against a particular weed species to the local retailer, county extension agent, or Dow AgroSciences representative.

Because the presence of herbicide resistance in weed populations is difficult to detect prior to use, Dow AgroSciences accepts no liability for any losses that may result from the failure of this product to control weeds resistant to this mode of action. Incidents of non-performance should be reported to the local retailer, county extension agent, or Dow AgroSciences representative.

Spray Drift Management

A variety of factors including weather conditions (e.g., wind direction, wind speed, temperature, relative humidity) and method of application (e.g., ground, aerial, airblast) can influence pesticide drift. The applicator must evaluate all factors and make appropriate adjustments when applying this product.

Droplet Size

When applying sprays that contain 2,4-D as the sole active ingredient, or when applying sprays that contain 2,4-D mixed with other active ingredients that require a coarse or coarser spray, apply only as a coarse or coarser spray (ASABE S-572 standard) or a volume mean diameter of 385 microns or greater for spinning atomizer nozzles.

When applying sprays that contain 2,4-D mixed with other active ingredients that require a medium or finer spray, apply only as a medium or coarser spray (ASABE Standard 572) or a volume mean diameter of 300 microns or greater for spinning atomizer nozzles.

Wind Speed

Do not apply at wind speeds greater than 15 mph. Only apply this product if the wind direction favors on-target deposition and there are not sensitive areas (including residential areas, bodies of water, known habitat for nontarget species, nontarget crops) within 250 feet downwind. If applying a medium droplet spray, leave one swath unsprayed at the downwind edge of the treated field.

Temperature Inversions

If applying at wind speeds less than 3 mph, the applicator must determine if: a) conditions of temperature inversion exist, or b) stable atmospheric conditions exist at or below nozzle height. Do not make applications into areas of temperature inversions or stable atmospheric conditions.

Susceptible Plants

Do not apply under circumstances where spray drift may occur to food, forage, or other plantings that might be damaged or crops thereof rendered unfit for sale, use or consumption. Susceptible crops include cotton, okra, flowers, fruit trees, grapes (in growing stage), fruit trees (foliage), soybeans (vegetative stage), ornamentals, sunflowers, tomatoes, beans, and other vegetables, or tobacco. Small amounts of spray drift that may not be visible may injure susceptible broadleaf plants.

Other State and Local Requirements

Applicators must follow all state and local pesticide drift requirements regarding application of 2,4-D herbicides. Where states have more stringent regulations, they must be observed.

Equipment

All aerial and ground application equipment must be properly maintained and calibrated using appropriate carriers or surrogates.

Aerial Application

The boom length must not exceed 75% of the wingspan or 90% of the rotor blade diameter.

Release spray at the lowest height consistent with efficacy and flight safety. Do not release spray at a height greater than 10 feet above the crop canopy unless a greater height is required for aircraft safety. This requirement does not apply to forestry or rights-of-way applications.

When applications are made with a crosswind, the swath will be displaced downwind. The applicator must compensate for this by adjusting the path of the aircraft upwind.

Groundboom Application

Do not apply with a nozzle height greater than 4 feet above the crop canopy.

Mixing Directions

Freelexx – Alone

Mix Freelexx only with water unless otherwise directed on this label. Add about half of the water to the mixing tank, then add Freelexx with agitation, and finally the rest of the water with continuing agitation. **Note:** Adding oil, wetting agent, or other surfactant to the spray mixture may increase effectiveness on weeds, but also may reduce selectivity to crops resulting in crop damage.

Freelexx - Tank Mix

When tank mixing, read and follow the label of each tank mix product used for precautionary statements, directions for use, weeds controlled, and geographic and other restrictions. Use in accordance with the most restrictive of label limitations and precautions. Do not exceed any active ingredient's maximum use rates when tank mixing. Do not tank mix this product with any product containing a label prohibition against tank mixing with 2,4-D.

Tank Mix Compatibility Testing: A jar test is recommended prior to tank mixing to ensure compatibility of this product and other pesticides. Use a clear glass quart jar with lid and mix the tank mix ingredients in their relative proportions. Invert the jar containing the mixture several times and observe the mixture for approximately 1/2 hour. If the mixture balls-up, forms flakes, sludges, jels, oily films or layers, or other precipitates, it is not compatible and the tank mix combination should not be used.

Mixing with Liquid Nitrogen Fertilizer: This product may be combined with liquid nitrogen fertilizer suitable for foliar application to accomplish broadleaf weed control and fertilization of pastures in a single operation. Use Freelexx in accordance with directions for these crops provided in this label. Use liquid fertilizer at rates recommended by the supplier or Extension Service Specialist. Test for mixing compatibility as described above before mixing in a spray tank. A compatibility aid such as Unite or Complex may be needed in some situations. Compatibility is best with liquid fertilizer solutions containing only nitrogen. Mixing with N-P-K solutions may not be satisfactory, even with the addition of a compatibility aid. Pre-mixing 1 part Freelexx with up to 4 parts water may help in situations when mixing difficulty occurs.

Fill the tank about half full with the liquid fertilizer, then add the required amount of Freelexx with agitation. Maintain agitation and complete filling the tank with liquid fertilizer. Apply immediately and continue agitation in spray tank during application. **Do not store the spray mixture.** Application during very cold weather (near freezing) is not advisable.

Sprayer Clean-Out

To avoid injury to desirable plants, thoroughly clean equipment used to apply this product before re-use or applying other chemicals.

1. Rinse and flush application equipment thoroughly after use at least three times with water. Dispose of all rinse water by applying to treatment area or applying to non-cropland area away from water supplies.
2. During the second rinse, add 1 quart of household ammonia for every 25 gallons of water or use commercially available tank cleaner solution. Circulate the solution through the entire system so that all internal surfaces are contacted (15 to 20 minutes). Let the solution stand for several hours, preferably overnight.
3. Flush the solution out of the spray tank through the boom.
4. Rinse the system twice with clean water, recirculating and draining each time.
5. Remove nozzles and screens and clean separately.
6. If equipment is to be used to apply another pesticide or agricultural chemical to a 2,4-D susceptible crop, additional steps may be required to remove all traces of 2,4-D, including cleaning of disassembled parts and replacement of hoses or other fittings that may contain absorbed 2,4-D.

Application Directions

Apply with calibrated air or ground equipment using sufficient spray volume to provide adequate coverage of target weeds or as otherwise directed in specific use directions. For broadcast application, use a spray volume of 3 gallons or more per acre by air and 10 gallons or more per acre for ground equipment. Where states have regulations which specify minimum spray volumes, they must be observed. In general, increase spray volume as crop canopy, height and weed density increase in order to obtain adequate spray coverage. **Do not apply less than 3 gallons total spray volume per acre.**

Application Rate

The lower dosages given will be satisfactory for young, succulent growth of sensitive weed species. For less sensitive species and under conditions where control is more difficult, the higher dosages will be needed.

Application Timing

Apply Freelexx during warm weather when weeds are young and actively growing.

Spot Treatments

To prevent misapplication, apply spot treatments with a calibrated boom or with hand sprayers using a fixed spray volume per 1000 sq ft as indicated below.

Hand-Held Sprayers: Hand-held sprayers may be used for spot applications of Freelexx. Take care to apply the spray uniformly and at a rate equivalent to a broadcast application. Application rates in the table are based upon the application rate for an area of 1000 sq ft. Mix the amount of Freelexx (fl oz or mL) corresponding to the desired broadcast rate in 1 to 3 gallons of spray. To calculate the amount of Freelexx required for larger areas, multiply the table value (fl oz or mL) by the thousands of sq ft to be treated. An area of 1000 sq ft is approximately 10.5 X 10.5 yards (strides) in size.

Rate Conversion Table for Spot Treatment:

Label Broadcast Rate (pint/acre)							
1/2	2/3	3/4	1	2	3	4	8
Equivalent Amount of Freelexx per 1000 sq ft							
1/5 fl oz (5.5 mL)	1/4 fl oz (7.3 mL)	1/3 fl oz (8.3 mL)	3/8 fl oz (11 mL)	3/4 fl oz (22 mL)	1 fl oz (33 mL)	1 1/2 fl oz (44 mL)	3 fl oz (88 mL)

Band Application

Freelexx may be applied as a band treatment. Use the formulas below to determine the appropriate rate and volume per treated acre.

Band width in inches

----- X Broadcast rate = Band rate per
per acre treated acre

Band width in inches

----- X Broadcast volume = Band volume
per acre per treated acre

Weeds Controlled

Annual or Biennial Weeds

- beggarticks¹
- bittercress, smallflowered
- bitterweed
- broomweed, common¹
- burdock, common
- buttercup, smallflowered¹
- carpetweed
- cinquefoil, common
- cinquefoil, rough
- cocklebur, common
- coffeedweed
- copperleaf, Virginia
- croton, Texas
- croton, woolly
- flixweed
- galinsoga
- geranium, Carolina
- hemp, wild
- horseweed (marestail)
- jewelweed
- jimsonweed
- knotweed¹
- kochia
- lambsquarters, common
- lettuce, prickly¹
- lettuce, wild
- lupines
- mallow, little¹
- mallow, Venice¹
- marshelder
- morningglory, annual
- morningglory, ivy
- morningglory, woolly
- mousetail
- mustards (except blue mustard)
- parsnip, wild
- pennycress, field
- pepperweed¹
- pigweeds (*Amaranthus* spp.)¹
- poorjoe
- primrose, common
- purslane, common
- pusley, Florida
- radish, wild
- ragweed, common
- ragweed, giant
- rape, wild
- rocket, yellow
- salsify, common¹
- salsify, western¹
- shepherdspurse
- sicklepod
- smartweed (annual species)¹
- sneezeweed, bitter
- sowthistle, annual
- sowthistle, spiny
- spanishneedles
- sunflower
- sweetclover
- tansymustard
- thistle, bull
- thistle, musk¹
- thistle, Russian (tumbleweed)¹
- velvetleaf
- vetches

Perennial Weeds

- alfalfa¹
- artichoke, Jerusalem¹
- aster, many-flower¹
- Austrian fieldcress¹
- bindweed (hedge, field and European)¹
- blue lettuce
- blueweed, Texas
- broomweed
- bullnettle¹
- carrot, wild¹
- catnip
- chicory
- clover, red¹
- coffeedweed
- cress, hoary¹
- dandelion¹
- docks¹
- dogbanes¹
- eveningprimrose, cutleaf
- garlic, wild¹
- goldenrod
- hawkweed, orange¹
- healal
- ironweed, western
- ivy, ground¹
- Jerusalem artichoke
- loco, bigbend
- nettles (including stinging)¹
- onion, wild¹
- pennywort
- plantains
- ragwort, tansy¹
- sowthistle, perennial
- thistle, Canada¹
- vervains¹
- waterplantain
- wormwood

¹May require application to small weeds, repeat applications, and/or use of higher specified rates of this product. Control at rates of 1 pint or less per acre may only be partial.

Specific Use Directions

Agricultural Use Requirements for Crops: For the following crop uses, follow PPE and re-entry instructions in the Agricultural Use Requirements section of this label.

Forestry, Rangeland, Established Grass Pastures, and Non-Cropland Areas

Agricultural Use Requirements for Forest Use (Except Tree Injection Use): For use in forests, follow PPE and re-entry instructions in the Agricultural Use Requirements section under the Directions for Use heading of this label.

Agricultural Use Requirements for Rangeland, Pasture, Forest (Tree Injection Only) and Non-Cropland Areas: When this product is applied to rangeland and established grass pastures not harvested for hay or seed; non-cropland areas, and when applied by tree injection in forest sites, follow re-entry requirements given in the Non-Agricultural Use Requirements section under the Directions for Use heading of this label.

Forestry

Forest site preparation, forest roadsides, brush control, established conifer release (including Christmas trees and reforestation areas)

Application Method	Freelexx	Use Directions
annual weeds	2 - 4 pt/acre	Apply before the bud stage when weeds are small and growing actively. Apply when biennial and perennial species are in the seedling to rosette stage and before flower stalks appear. For difficult to control perennial broadleaf weeds and woody species, use up to 1 gallon of Freelex and 1 to 4 quarts of Garlon® 3A herbicide per acre.
biennial and perennial broadleaf weeds susceptible woody plants	4 - 8 pt/acre	For conifer release, apply before budbreak of conifers in early spring when weeds are small and actively growing.
spot treatment to control broadleaf weeds	1.28 fl oz/gal of spray solution (see instructions for Spot Treatment)	To control broadleaf weeds in small areas with a hand sprayer, use an application rate equivalent to the specified broadcast rate and spray to thoroughly wet all foliage. Mix 1.28 fl oz per gallon of spray solution and apply through pump up sprayer or backpack sprayer. Addition of a non ionic surfactant is recommended to improve coverage. See rate conversion table and instructions for Spot Treatment and use of hand-held sprayers under Application Directions.
conifer release species such as balsam fir black spruce jack pine ponderosa pine red pine red spruce white pine white spruce	1 1/2 - 3 qt/acre	To control competing hardwood species such as alder, aspen, birch, hazel, and willow, apply from mid- to late summer when growth of conifer trees has hardened off and woody plants are still actively growing. Apply with ground equipment using sufficient spray volume to ensure complete coverage. Because this treatment may cause occasional conifer injury, do not apply if such injury cannot be tolerated.

Forestry

Forest site preparation, forest roadsides, brush control, established conifer release (including Christmas trees and reforestation areas) (Cont.)

Application Method	Freelexx	Use Directions
directed spray: conifer plantations including pine	4 qt/100 gal	Apply when brush or weeds are actively growing by directing the spray so as to avoid contact with conifer foliage and injurious amounts of spray. Apply in oil, oil-water, or water carrier in a spray volume of 10 to 100 gallons per acre.
basal spray (may also be used in rangeland, pastures, and non-cropland areas)	8 qt/100 gal or	Thoroughly wet the base and root collar of all stems until the spray begins to accumulate around the root collar at the ground line. Wetting stems with the mixture may also aid in control.
cut stump surfaces (may also be used in rangeland, pastures, and non-cropland areas)	2.5 fl oz/gal of water	Apply as soon as possible after cutting trees. Thoroughly soak the entire stump with the 2,4-D mixture including cut surface, bark and exposed roots.
frill and girdle (may also be used in rangeland, pastures, and non-cropland areas)		Cut frills (overlapping V-shaped notches cut downward through the bark in a continuous ring around the base of the tree) using an axe or other suitable tool. Treat freshly cut frills with as much of the 2,4-D mixture as they will hold.
tree injection (may also be used in rangeland, pastures, and non-cropland areas)	1 - 2 mL per injection site	To control unwanted hardwood trees such as elm, hickory, oak, and sweetgum in forests and other non-crop areas, apply by injecting at a rate of 1 mL of undiluted Freelexx per inch of trunk diameter at breast height (DBH) as measured approximately 4 1/2 ft above the ground. However, inject as close to the root collar as possible and the injection bit must penetrate the inner bark. Make applications throughout the year, but for best results, apply between May 15 and October 15. Do not treat maples during the spring sap flow. For hard to control species such as ash, maple, and dogwood, use 2 mL of undiluted Freelexx per injection site or double the number of 1 mL injections. Note: No Worker Protection Standard worker entry restrictions or worker notification requirements apply when this product is directly injected into agricultural plants.

Restrictions:

- Do not allow sprays to contact conifer shoot growth (current year's new growth) or injury may occur.
- Do not apply to nursery seed beds.
- For conifer release, do not use on plantations where pine or larch are among the desired species.
- For broadcast applications, do not apply more than a total of 8.42 pints of Freelexx (4 lb of acid equivalent) per acre per 12-month period.
- Limited to one broadcast application per year
- Limited to one basal spray or cut surface application per year.
- Limited to one injection application per year.
- For basal spray, cut surface stumps, and frill applications, do not apply more than 16.84 pints of Freelexx (8 lb of acid equivalent) per 100 gallons of spray solution.
- Maximum single application is 8.42 pints (2 mL) of Freelexx (4 lb of acid equivalent) per injection site.

Rangeland and Established Grass Pastures (Including Perennial Grasslands not in Agricultural Production Such as Conservation Reserve Program Acres)

Weeds or Woody Plants	Freelexx (pint/acre)	Use Directions
annual broadleaf weeds	2	For best results, apply before the bud stage when weeds are small and growing actively. Apply before flower stalks appear, when musk thistles or other biennial species are in the seedling to rosette stage. Refer to the Weeds Controlled section for a listing of susceptible weed species and weeds that may be only partially controlled and require repeat applications and/or use of higher specified rates, even under ideal conditions of application.
biennial and perennial broadleaf weeds	2 - 4	
spot treatment to control broadleaf weeds	1.28 fl oz/gal of spray solution (see instructions for Spot Treatment)	To control broadleaf weeds in small areas with a hand sprayer, use an application rate equivalent to the broadcast rate specified for this treatment site and spray to thoroughly wet all foliage. Mix 1.28 fl oz per gallon of spray solution and apply through pump up sprayer or backpack sprayer. Addition of a non ionic surfactant is recommended to improve coverage. See rate conversion table and instructions for Spot Treatment and use of hand-held sprayers under Application Directions.
tree injection application		See instructions for tree injection application in Forestry section.
wild garlic and wild onion	4	Make three applications (fall-spring-fall or spring-fall-spring) starting in late fall or early spring.
broadleaf weed control in newly sprigged coastal bermudagrass	2 - 4	Apply either preemergence or postemergence. Follow use directions for annual, biennial and perennial broadleaf weed control above.
sand shinnery oak sand sagebrush	2	Sand shinnery oak: Apply by aircraft between May 15 and June 15. Sand sagebrush: Apply by ground or aircraft when foliage is fully expanded and plants are actively growing. Use a 1:4 oil-water emulsion as carrier and a spray volume of 3 to 5 gallons per acre.
big sagebrush rabbitbrush	4	Apply by ground or aircraft when foliage is fully expanded and plants are actively growing. Use a 1:4 oil-water emulsion as carrier and a spray volume of 3 to 5 gallons per acre. Re-treatment may be needed.
buckbrush chamise chaparral species coastal sage coyotebrush manzanita		Apply by ground or aircraft when foliage is fully expanded and plants are actively growing. Use water or 1:4 oil-water emulsion as carrier and a spray volume of 5 to 10 gallons per acre. Re-treatment may be needed.

Rangeland and Established Grass Pastures (Including Perennial Grasslands not in Agricultural Production Such as Conservation Reserve Program Acres) (Cont.)

Weeds or Woody Plants	Freelexx (pint/acre)	Use Directions
southern wild rose broadcast application	up to 4	Broadcast: Apply in a spray volume of 5 gallons or more per acre by aircraft or 10 gallons or more per acre by ground equipment. Spot treatment: Apply when foliage is well developed. Thorough coverage is required. Mix 1.28 fl oz per gallon of spray solution and apply through pump up sprayer or backpack sprayer. Addition of a non ionic surfactant is recommended to improve coverage. Two or more treatments may be required. Do not exceed 4 pints per acre per application.
spot treatment	1.28 fl oz/gal of spray solution	

Precautions:

- If grass is to be cut for hay, Agricultural Use Requirements for the Worker Protection Standard are applicable.

Restrictions:

- **Preharvest Interval:** Do not apply within 7 days of forage harvest. For program lands, such as CRP, consult program rules to determine whether grass or hay may be used. The more restrictive requirements of the program rules or this label must be followed.
- **Minimum Treatment Interval:** Do not apply within 30 days of a previous application.
- Do not use on bentgrass, alfalfa, clover, or other legumes.
- Do not use on newly seeded areas until grass is well established.
- Do not use from early boot to milk stage where grass seed production is desired.
- For grazed areas, the maximum use rate is 4.21 pints of Freelexx (2 lb of acid equivalent) per acre per application.
- Do not apply more than a total of 8.42 pints of Freelexx (4 lb of acid equivalent) per acre per use season.
- Do not make more than two applications per season.
- For susceptible annual and biennial broadleaf weeds: Do not apply more than 2 pints of Freelexx (1 lb of acid equivalent) per acre per application.
- For moderately susceptible biennial, perennial broadleaf weeds and difficult to control weeds and woody plants: Do not apply more than 4 pints of Freelexx (2 lb of acid equivalent) per acre per application.
- Spot treatment: Do not apply more than 4 pints of Freelexx (2 lb of acid equivalent) per acre.

Non-Cropland Areas

Such as fencerows, hedgerows, roadsides, drainage ditches, rights-of way, utility power lines, railroads, airports, and other non-cropland areas

Application Method	Freelexx (pint/acre)	Use Directions
annual broadleaf weeds	2 - 4	Apply before the bud stage when annual weeds are small and growing actively. Biennial and perennial weeds should be rosette to bud stage, but not flowering at the time of application. For difficult to control perennial broadleaf weeds and woody species, tank mix up to 1 gallon of Freelexx plus 1 to 4 quarts of Garlon 3A per acre. For ground application: (High volume) apply a total of 100 to 400 gallons per acre; (low volume) apply a total of 10 to 100 gallons per acre. For helicopter: Apply a total of 5 to 30 gallons per acre spray volume.
biennial and perennial broadleaf weeds	4	
susceptible woody plants on rights-of-way	4 - 8	
spot treatment to control broadleaf weeds	1.28 fl oz/gal of spray solution (see instructions for Spot Treatment)	To control broadleaf weeds in small areas with a hand sprayer, use an application rate equivalent to the broadcast rate specified for this treatment site and spray to thoroughly wet all foliage. Mix 1.28 fl oz per gallon of spray solution and apply through pump up sprayer or backpack sprayer. Addition of a non ionic surfactant is recommended to improve coverage. See rate conversion table and instructions for Spot Treatment and use of hand-held sprayers under Application Directions.
tree injection application		See instructions for tree injection application in Forestry section.
southern wild rose broadcast application	up to 4	Broadcast: Apply in a spray volume of 10 gallons or more per acre by ground equipment.
spot treatment	1.28 fl oz/gal of spray solution	Apply when foliage is well developed. Thorough coverage is required. Mix 1.28 fl oz per gallon of spray solution and apply through pump up sprayer or backpack sprayer. Addition of a non ionic surfactant is recommended to improve coverage. Two or more treatments may be required.

Precautions:

- Bentgrass, St. Augustine, clover, legumes and dichondra may be severely injured or killed by this treatment.

Restrictions:

- Do not apply to newly seeded areas until grass is well established.
- Applications to non-cropland areas are not applicable to treatment of commercial timber or other plants being grown for sale or other commercial use, or for commercial seed production, or for research purposes.
- **Annual and perennial weeds:**
Minimum Treatment Interval: Do not reapply to a treated area within 30 days of a previous application. Do not apply more than 4.21 pints of Freelexx (2 lb of acid equivalent) per acre per application. Do not make more than two applications per season.
- **Woody plants:**
 Do not apply more than 8.42 pints of Freelexx (4 lb of acid equivalent) per acre per use season. Do not make more than one application per season.

Turfgrass

Turfgrass Grown for Seed or Sod Farms

Agricultural Use Requirements: When used in grass grown for seed or sod farms, follow PPE and re-entry instructions in the Agricultural Use Requirements section of this label.

Application Timing	Freelexx (pint/acre)	Use Directions
turfgrass grown for seed (postemergence) seedling grass (five-leaf stage or later)	3/4 - 1	Apply when weeds are small and actively growing. For best results, apply when soil moisture is adequate for active weed growth. Do not apply to newly seeded grasses until well established (five-leaf stage or later) and then use a maximum of 1 pint per acre. Cool season turfgrass is tolerant of higher rates.
well-established grasses	1 - 4	Do not apply to turfgrass in the early boot through milk stage if seed production is desired. When turfgrass is well established, higher rates of up to 4 pints per acre may be applied for control of hard to kill annual or perennial weeds.
sod farms (postemergence)	2 - 4	Deep-rooted perennials such as bindweed and Canada thistle may require repeat applications. Avoid mowing sod farms for 1 to 2 days before or after application. Delay irrigation until the day following application.

Precautions:

- **Reseeding:** Delay reseeding at least 30 days following application. Preferably, with spring application, reseed in the fall and, with fall application, reseed in the spring.

Restrictions:

- **Preharvest Interval:** Do not apply within 7 days of cutting forage for hay.
- **Minimum Treatment Interval:** Do not reapply to a treated area within 21 days of a previous application.
- Do not use on creeping grasses such as bent except as a spot treatment.
- Do not use on injury-sensitive southern turfgrass such as St. Augustinegrass.
- Do not use on dichondra or other herbaceous groundcovers. Legumes may be damaged or killed.
- Do not apply more than a total of 8.42 pints of Freelexx (4 lb of acid equivalent) per acre per use season.
- Maximum of 2 lb acid equivalent (4.2 pints of Freelexx) per acre per application.
- Do not make more than two applications of Freelexx per use season.

Ornamental Turfgrass (Excluding Turfgrass Grown for Seed or Sod Farms)

(Includes lawns, golf courses, cemeteries and parks, airfields, roadsides, vacant lots, drainage ditch banks)

Use Requirements for Ornamental Turfgrass Areas: When this product is applied to ornamental turfgrass areas, follow PPE and reentry instructions in the Non-Agricultural Use Requirements section of this label.

Application Timing	Freelexx (pint/acre)	Use Directions
ornamental turfgrass (postemergence) seedling grass (five-leaf stage or later)	3/4 - 1	Apply when weeds are small and actively growing. For best results, apply when soil moisture is adequate for active weed growth. Deep-rooted perennial weeds such as bindweed and Canada thistle may require repeat applications.
well-established turfgrass	2 - 3	Do not apply to newly seeded turfgrass until well established (five-leaf stage or later) and then use a maximum of 1 pint per acre. Cool season turfgrass is tolerant of higher rates.
biennial and perennial broadleaf weeds	3	

Precautions:

- **Reseeding:** Delay reseeding at least 30 days following application. Preferably, with spring application, reseed in the fall and, with fall application, reseed in the spring.

Restrictions:

- **Minimum Treatment Interval:** Do not reapply within 21 days of a previous application.
- Do not use on creeping grasses such as bent except as a spot treatment.
- Do not use on injury-sensitive southern turfgrass such as St. Augustinegrass.
- Do not use on dichondra or other herbaceous groundcovers. Legumes may be damaged or killed.
- Do not make more than two broadcast applications per year per treatment site (does not include spot treatments).
- Do not apply more than a total of 6.32 pints of Freelexx (3 lb of acid equivalent) per acre per year.
- Maximum single application rate is 3.16 pints of Freelexx (1.5 lb of acid equivalent) per acre.

Aquatic Uses

Use Requirements for Aquatic Areas: When this product is applied to aquatic areas, follow PPE and re-entry instructions in the Non-Agricultural Use Requirements section of this label.

Banks of Irrigation Canals and Ditches

Weeds	Freelexx (pint/acre)	Use Directions
annual	2 - 4	Apply using low pressure spray (10 to 40 psi) in a spray volume of 20 to 100 gallons per acre using power operated spray equipment. Apply when wind speed is low, 5 mph or less. Apply working upstream to avoid accidental concentration of spray into water. Do not spray cross-stream to opposite banks and avoid boom spraying over water surface. When spraying shoreline weeds, allow no more than a 2-foot overspray onto water surface with an average of less than 1 foot of overspray to prevent significant water contamination.
biennial and perennial broadleaf susceptible wood plants	4	Apply before the bud stage when weeds are small and growing actively. Apply before flower stalks appear when biennial and perennial species are in the seedling to rosette stage. For hard to control weeds, a repeat application after 30 days at the same rate may be needed. For woody species and patches of perennial weeds, mix 1 gallon of Freelexx per 64 to 150 gallons of total spray. Wet foliage by applying about 3 to 4 gallons of spray per 1000 sq ft (10.5 X 10.5 steps).

Restrictions:

- Do not make more than two treatments per season or reapply within 30 days.
- Use 2 gallons or more of spray solution per acre.
- Do not apply more than 4.21 pints of Freelexx (2 lb of acid equivalent) per acre per application or more than a total of 8.42 pints of Freelexx (4 lb of acid equivalent) per acre per use season.

Do not use on small canals with a flow rate less than 10 cubic feet per second (CFS) where water will be used for drinking purposes. CFS may be estimated by using the formula below. Determine the approximate velocity needed for the calculation by observing the length of time that it takes a floating object to travel a defined distance. Divide the distance (ft) by the time (sec) to estimate velocity (ft per sec). Repeat three times and use the average to calculate CFS.

Average Width (ft) x Average Depth (ft) x Average Velocity (ft per sec) = CFS

Ditchbank Weeds: Do not spray cross-stream to opposite bank. Do not allow boom spray to be directed onto water.

Shoreline Weeds: Boom spraying onto water surface must be held to a minimum and allow no more than a 2-foot overspray onto water with an average of less than 1 foot overspray to prevent introduction of greater than negligible amounts of chemical into the water.

Ponds, Lakes, Reservoirs, Marshes, Bayous, Drainage Ditches, Canals, Rivers and Streams That are Quiescent or Slow Moving, Including Programs of the Tennessee Valley Authority

Notice to Applicators: Before application, coordination and approval of local and state authorities may be required, either by letter or agreement or issuance of special permits for aquatic applications.

Emergent and Floating Aquatic Weeds Including Water Hyacinth (*Eichornia crassipe*):

Application Rate: 2 to 4 quarts per acre.

Application Timing: Spray weed mass only. Apply when water hyacinth plants are actively growing. Reapply as necessary to kill regrowth and plants missed in previous operation. Use the 4 quart per acre rate when plants are mature or when weed mass is dense.

Surface Application: Use power operated sprayers with boom or spray gun mounted on boat, tractor or truck. Thorough wetting of foliage is essential for maximum control. Use 100 to 400 gallons of spray mixture per acre. Take special precautions such as use of low pressure, large nozzles and spray thickening agents to avoid spray drift to susceptible crops. Follow label directions for use of any drift control agent.

Aerial Application: Use drift control spray equipment or thickening agent mixed in the spray mixture. Apply 1 gallon of Freelexx per acre with standard boom systems using a minimum spray volume of 5 gallons per acre. For Microfoil drift control spray systems, apply Freelexx in a total spray volume of 12 to 15 gallons per acre.

Restrictions for Surface Applications to Emergent Aquatic Weeds:

- **Minimum Treatment Interval:** Minimum of 21 days between applications.
- Do not apply more than 8.42 pints of Freelexx per acre (4 lb of acid equivalent) per surface acre.
- Spot treatments are permitted.
- Limited to two applications per season.

Fish breathe dissolved oxygen in the water and decaying weeds also use oxygen. When treating continuous, dense weed masses, it may be appropriate to treat only part of the infestation at a time. For example, apply the product in lanes separated by untreated strips that can be treated after vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2- to 3-week period following treatment. Waters having limited and less dense weed infestations may not require partial treatments. Other local factors such as water exchange and sediment load can also influence the dissolved oxygen level. Coordination and approval of local and state authorities may be required, either by letter of agreement or issuance of special permits for aquatic applications.

Water Use:

1. Water for irrigation or sprays:

- A. If treated water is intended to be used only for crops or non-cropland areas that are labeled for direct treatment with 2,4-D such as pastures, turfgrass or cereal grains, the treated water may be used to irrigate and/or mix sprays for these sites at anytime after the 2,4-D aquatic application.
- B. Due to potential phytotoxicity considerations, the following restrictions are applicable: If treated water is intended to be used to irrigate or mix sprays for plants grown in commercial nurseries

and greenhouses, and other plants or crops that are not labeled for direct treatment with 2,4-D, the water must not be used unless one of the following restrictions has been observed:

- i. A setback distance from functional water intake(s) of ≥ 600 ft was used for the application, or,
- ii. A waiting period of 7 days from the time of application has elapsed, or,
- iii. An approved assay indicates that the 2,4-D concentration is 100 ppb (0.1 ppm) or less at the water intake. Wait at least 3 days after application before initial sampling at water intake.

2. Drinking water (potable water):

- A. Consult with appropriate state or local water authorities before applying this product to public waters. State or local agencies may require permits. The potable water use restrictions on this label are to ensure that consumption of water by the public is allowed only when the concentration of 2,4-D in the water is less than the MCL (Maximum Contaminant Level) of 70 ppb. Applicators should consider the unique characteristics of the treated waters to assure that 2,4-D concentrations in potable water do not exceed 70 ppb at the time of consumption.
- B. For floating and emergent weed applications, the drinking water setback distance from functioning potable water intakes is ≥ 600 ft.
- C. If no setback distance of ≥ 600 ft is used for the application, applicators or the authorizing organization must provide a drinking water notification prior to a 2,4-D application to the party responsible for a public water supply or to individual private water users. Notification to the party responsible for a public water supply or to individual private water users must be done in a manner to assure that the party is aware of a water use restriction when this product is applied to potable water.

The following is an example of notification via posting, but other methods of notification that convey the above restrictions may be used and may be required in some cases under state or local law or as a condition of a permit.

Example: Locate posting notification every 250 feet including the shoreline of the treated area and up to 250 feet of shoreline past the application site to include immediate public access points. Posting must include the day and time of application. Posting may be removed if analysis of a sample collected at the intake 3 days or more following application shows that the concentration in the water is less than 70 ppb (100 ppb for irrigation or sprays), or after 7 days following application, whichever occurs first.

Text of Notification: Wait 7 days before diverting functioning surface water intakes from the treated aquatic site to use as drinking water, irrigation, or sprays, unless water at functioning drinking water intakes is tested at least 3 days after application and is demonstrated by assay to contain not more than 70 ppb 2,4-D (100 ppb for irrigation or sprays).

Application Date: _____ Time: _____

- D. Following each application of this product, do not use treated water for drinking water unless one of the following restrictions has been observed:
 - i. A setback distance from functional water intake(s) of ≥ 600 ft was used for the application, or,
 - ii. A waiting period of at least 7 days from the time of application has elapsed, or,
 - iii. An approved assay indicates that the 2,4-D concentration is 70 ppb (0.07 ppm) or less at the water intake. Sampling for drinking water analysis should occur no sooner than 3 days after a 2,4-D application. Analysis of samples must be completed by a laboratory that is certified under the Safe Drinking Water Act to perform drinking water analysis using a currently approved version of analytical Method Number 515, 555, other methods for 2,4-D as may be listed in Title 40 CFR Part 141.24, or Method Number 4015 (immunoassay of 2,4-D) from U.S. EPA Test Methods for Evaluating Solid Waste SW-846.
- E. **Note:** Existing potable water intakes that are no longer in use, such as those replaced by a connection to a municipal water system or a potable water well, are not considered to be functioning potable water intakes.
- F. Drinking water setback distances do not apply to terrestrial applications of 2,4-D adjacent to water bodies with potable water intakes.

Submerged Aquatic Weeds Including Eurasian Water Milfoil (*Myriophyllum spicatum*):

Sites	Maximum Application Rate ¹	Use Directions
aquatic weed control in ponds, lakes, reservoirs, marshes, bayous, drainage ditches, canals, rivers and streams that are quiescent or slow moving, including programs of the Tennessee Valley Authority	2.84 gallons (10.8 lb of acid equivalent) per acre foot	<p>Application Timing: For best results, apply in spring or early summer when aquatic weeds appear. Check for weed growth in areas heavily infested the previous year. A second application may be needed when weeds show signs of recovery, but no later than mid-August in most areas.</p> <p>Subsurface Application: Apply undiluted Freelexx directly to the water through a boat mounted distribution system. Treat shoreline areas by subsurface injection application by boat to avoid aerial drift.</p> <p>Surface Application: Use power operated boat mounted boom sprayer. If rate is less than 5 gallons per acre, dilute to a minimum spray volume of 5 gallons per surface acre.</p> <p>Aerial Application: Use drift control spray equipment or thickening agents mixed with sprays to reduce drift. Apply through standard boom systems in a minimum spray volume of 5 gallons per surface acre. For Microfoil drift control spray systems, apply Freelexx in a total spray volume of 12 to 15 gallons per acre. Apply to attain a concentration of 2 to 4 ppm (see table below).</p>

¹Freelexx contains 3.8 lb of acid equivalent per gallon of product.

Table 1: Amount to Apply for a Target Subsurface Concentration

Surface Area (acre)	Average Depth (ft)	For typical conditions – 2 ppm (2,4-D a.e./acre)	For typical conditions – 2 ppm (Freelexx gal/acre)	For difficult conditions – 4 ppm ¹ (2,4-D a.e./acre)	For difficult conditions – 4 ppm ¹ (Freelexx gal/acre)
1	1	5.4	1.42	10.8	2.84
	2	10.8	2.84	21.6	5.68
	3	16.2	4.26	32.4	8.53
	4	21.6	5.68	43.2	11.37
	5	27.0	7.10	54.0	14.21

¹Examples include spot treatments of pioneer colonies of eurasian water milfoil and certain difficult to control aquatic species.

Restrictions for Aquatic Sites With Submerged Aquatic Weeds:

- **Minimum Treatment Interval:** Do not apply within 21 days of previous application.
- Limited to two applications per season.
- Do not exceed 10.8 lb acid equivalent per acre foot.

Fish breathe oxygen in the water and a water-oxygen ratio must be maintained. Decaying weeds use up oxygen, but during the period when applications should be made, the weed mass is fairly sparse and the weed decomposition rate is slow enough that the water-oxygen ratio is not disturbed by treating the entire area at one time. If treatments must be applied later in the season when the weed mass is dense and repeat treatments are needed, apply product in lanes, leaving buffer strips which can then be treated when vegetation in treated lanes has disintegrated. During the growing season, weeds decompose in a 2- to 3-week period following treatment.

When treating moving bodies of water, apply while traveling upstream to prevent concentration of 2,4-D downstream from the application.

Coordination and approval of local and state authorities may be required, either by letter of agreement or issuance of special permits for such use.

Water Use:

1. Water for irrigation or sprays:

- A. If treated water is intended to be used only for crops or non-cropland areas that are labeled for direct treatment with 2,4-D such as pastures, turfgrass or cereal grains, the treated water may be used to irrigate and/or mix sprays for these sites at anytime after the 2,4-D aquatic application.
- B. Due to potential phytotoxicity and/or residue considerations, the following restrictions are applicable. If treated water is intended to be used to irrigate or mix sprays for unlabeled crops, non-cropland areas, or other plants not labeled for direct treatment with 2,4-D, the water must not be used unless one of the following restrictions has been observed:
 - i. A setback distance described in the Drinking Water Setback Table was used for the application, or,
 - ii. A waiting period of 21 days from the time of application has elapsed, or,
 - iii. An approved assay indicates that the 2,4-D concentration is 100 ppb (0.1 ppm) or less at the water intake. See Table 3 for the waiting period after application but before taking the initial sampling at water intake.

2. Drinking water (potable water):

- A. Consult with appropriate state or local water authorities before applying this product to public waters. State or local agencies may require permits. The potable water use restrictions on this label

are to ensure that consumption of water by the public is allowed only when the concentration of 2,4-D in the water is less than the MCL (Maximum Contaminant Level) of 70 ppb. Applicators should consider the unique characteristics of the treated waters to assure that 2,4-D concentrations in potable water do not exceed 70 ppb at the time of consumption.

- B. For submerged weed applications, the drinking water setback distances from functioning potable water intakes are provided in Table 2 Drinking Water Setback Distance (below).
- C. If no setback distance from the Drinking Water Setback Table (Table 2) is used for the application, applicators or the authorizing organization must provide a drinking water notification and an advisory to shut off all potable water intakes prior to a 2,4-D application. Notification to the party responsible for a public water supply or to individual private water users must be done in a manner to assure that the party is aware of the water use restrictions when this product is applied to potable water.

The following is an example of notification via posting, but other methods of notification that convey the above restrictions may be used and may be required in some cases under state or local law or as a condition of a permit.

Example: Posting notification should be located every 250 feet including the shoreline of the treated area and up to 250 feet of shoreline past the application site to include immediate public access points. Posting must include the day and time of application. Posting may be removed if analysis of a sample collected at the intake no sooner than stated in Table 3 (below) shows that the concentration in the water is less than 70 ppb (100 ppb for irrigation or sprays), or after 21 days following application, whichever occurs first.

Text of Notification: Wait 21 days before diverting functioning surface water intakes from the treated aquatic site to use as drinking water, irrigation, or sprays, unless water at functioning drinking water intakes is tested no sooner than (insert days from Table 3) and is demonstrated by assay to contain not more than 70 ppb 2,4-D (100 ppb for irrigation or sprays).
Application Date: _____ Time: _____

- D. Following each application of this product, do not use treated water for drinking water unless one of the following restrictions has been observed:
 - i. A setback distance described in the Drinking Water Setback Distance Table was used for the application, or,
 - ii. A waiting period of at least 21 days from the time of application has elapsed, or,

iii. An approved assay indicates that the 2,4-D concentration is 70 ppb (0.07 ppm) or less at the water intake. Sampling for drinking water analysis should occur no sooner than stated in Table 3. Analysis of samples must be completed by a laboratory that is certified under the Safe Drinking Water Act to perform drinking water analysis using a currently approved version of analytical Method Number 515, 555, other methods for 2,4-D as may be listed in Title 40 CFR, Part 141.24, or Method Number 4015 (immunoassay of 2,4-D) from U.S. EPA Test Methods for Evaluating Solid Waste SW-846.

- E. **Note:** Existing potable water intakes that are no longer in use, such as those replaced by a connection to a municipal water system or a potable water well, are not considered to be functioning potable water intakes.
- F. Drinking water setback distances do not apply to terrestrial applications of 2,4-D adjacent to water bodies with potable water intakes.

Table 2: Drinking Water Setback Distance for Submerged Weed Applications

Application Rate and Minimum Setback Distance From Functioning Potable Water Intake (ft)			
1 ppm ¹	2 ppm ¹	3 ppm ¹	4 ppm ¹
600	1200	1800	2400

¹ppm acid equivalent target water concentration

Table 3: Sampling for Drinking Water Analysis After 2,4-D Application for Submerged Weed Applications

Minimum Days After Application Before Initial Water Sampling at the Functioning Potable Water Intake			
1 ppm ¹	2 ppm ¹	3 ppm ¹	4 ppm ¹
5	10	10	14

¹ppm acid equivalent target water concentration

Terms and Conditions of Use

If terms of the following Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies are not acceptable, return unopened package at once to the seller for a full refund of purchase price paid. To the extent permitted by law, otherwise, use by the buyer or any other user constitutes acceptance of the terms under Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies.

Warranty Disclaimer

Dow AgroSciences warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes stated on the label when used in strict accordance with the directions, subject to the inherent risks set forth below. TO THE EXTENT PERMITTED BY

LAW, Dow AgroSciences MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER EXPRESS OR IMPLIED WARRANTY.

Inherent Risks of Use

It is impossible to eliminate all risks associated with use of this product. Crop injury, lack of performance, or other unintended consequences may result because of such factors as use of the product contrary to label instructions (including conditions noted on the label, such as unfavorable temperatures, soil conditions, etc.), abnormal conditions (such as excessive rainfall, drought, tornadoes, hurricanes), presence of other materials, the manner of application, or other factors, all of which are beyond the control of Dow AgroSciences or the seller. To the extent permitted by law, all such risks shall be assumed by buyer.

Limitation of Remedies

To the extent permitted by law, the exclusive remedy for losses or damages resulting from this product (including claims based on contract, negligence, strict liability, or other legal theories), shall be limited to, at Dow AgroSciences' election, one of the following:

1. Refund of purchase price paid by buyer or user for product bought, or
2. Replacement of amount of product used.

To the extent permitted by law, Dow AgroSciences shall not be liable for losses or damages resulting from handling or use of this product unless Dow AgroSciences is promptly notified of such loss or damage in writing. To the extent permitted by law, in no case shall Dow AgroSciences be liable for consequential or incidental damages or losses.

The terms of the Warranty Disclaimer, Inherent Risks of Use and Limitation of Remedies cannot be varied by any written or verbal statements or agreements. No employee or sales agent of Dow AgroSciences or the seller is authorized to vary or exceed the terms of the Warranty Disclaimer or Limitation of Remedies in any manner.

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**Produced for
Dow AgroSciences LLC
9330 Zionsville Road
Indianapolis, IN 46268**

Label Code: D02-420-002
Replaced label: D02-420-001
LOES Number: 010-02330

EPA accepted 04/14/11

Revisions:

1. Corrected product name within the label body.

GROUP 2 HERBICIDE



Escort XP

HERBICIDE

Dry Flowable

Active Ingredient	By Weight
Metsulfuron-methyl	90%
Methyl 2-(2,4,6-trimethylphenoxy)-N-methyl-4-methylimidazolidin-5-ylcarbamate	10%
Other Ingredients	0%
TOTAL	100%

EPA Reg. No. 432-1549
EPA Est. No. 352-IL-001

Nonrefillable Container

**KEEP OUT OF REACH OF
CHILDREN
CAUTION**

Si usted no entiende la etiqueta, busque a alguien que pueda ayudarle. Este producto es tóxico para los niños, los animales y el medio ambiente.

See inside leaflet for complete First Aid Instructions, Precautionary Statements, Directions for Use and Storage and Disposal Instructions.

Net Weight

**1 Pound
84122394**

A01760754 150622AV3

AGRICULTURAL USES

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours. PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water is:

- Coveralls
- Shoes plus socks

FIRST AID

IF ON SKIN OR CLOTHING: Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for further treatment advice.

IF IN EYES: Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for further treatment advice. Have the product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-334-7577 for emergency medical treatment information.

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS
CAUTION! Causes eye irritation. Avoid contact with skin, eyes, or clothing. Avoid breathing dust or spray mist.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Applicators and other handlers must wear:
Long-sleeved shirt and long pants.
Shoes plus socks.

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

USERS SHOULD: Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.

ENVIRONMENTAL HAZARDS

Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not contaminate water when cleaning equipment or disposing of equipment washwaters or rinsate. This herbicide is injurious to plants at extremely low concentrations. Nontarget plants may be adversely affected from drift and run-off.

Produced for:

Bayer Environmental Science
A Division of Bayer CropScience LP
2 T. W. Alexander Drive
Research Triangle Park, NC 27709

Bayer

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Escort® XP Herbicide must be used only in accordance with instructions on this label or in separately published Bayer CropScience LP instructions.

Bayer CropScience LP will not be responsible for losses or damages resulting from the use of this product in any manner not specified on this label. User assumes all risks associated with such non-specified use.

Do not apply more than 4 ounces of Escort® XP Herbicide per acre per year. Do not use on food or feed crops except as specified by this label or supplemental labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application.

For any requirements specific to your State or Tribe, consult the agency in your State responsible for pesticide regulation.

PRODUCT INFORMATION

Escort® XP Herbicide is a dispersible granule that is mixed in water and applied as a spray by ground or aerial application.

Escort® XP Herbicide is registered for the control of annual and perennial weeds and unwanted woody plants on private, public and military lands, on rights-of-way, industrial sites, non-crop areas, ditchbanks of dry drainage ditches, certain types of unimproved turf grass, and conifer and hardwood plantations, including grazed areas on these sites. Do not use on irrigation ditches.

Escort® XP Herbicide controls weeds and woody plants primarily by post-emergent activity. Although Escort® XP Herbicide has preemergence activity, best results are generally obtained when Escort® XP Herbicide is applied to foliage after emergence or dormancy break. Generally, for the control of annual weeds, Escort® XP Herbicide provides the best results when applied to young, actively growing weeds. For the control of perennial weeds, applications made at the bud/bloom stage or while the target weeds are in the fall rosette stage may provide the best results. The use rate depends upon the weed species and size at the time of application.

The degree and duration of control may depend on the following:

- weed spectrum and infestation intensity
- weed size at application
- environmental conditions at and following treatment
- soil pH, soil moisture, and soil organic matter

Escort® XP Herbicide may be applied on conifer and hardwood plantations, and non-crop sites that contain areas of temporary surface water caused by the collection of water between planting beds, in equipment ruts, or in other depressions created by management activities. It is permissible to treat intermittently flooded low lying sites, seasonally dry flood plains and transitional areas between upland and lowland sites when no water is present. It is also permissible to treat marshes, swamps and bogs after water has receded as well as seasonally dry flood deltas. DO NOT make applications to natural or man-made bodies of water such as lakes, reservoirs, ponds, streams, and canals.

BIOLOGICAL ACTIVITY

Escort® XP Herbicide is absorbed primarily through the foliage of plants, and by the roots to a lesser degree. Plant cell division is generally inhibited in sensitive plants within a few hours following uptake. Two to 4 weeks after application, leaf growth slows followed by discoloration and tissue death. The final effects on annual weeds are evident about 4 to 6 weeks after application. The ultimate effect on perennial weeds and woody plants occurs in the growing season following application.

Warm, moist conditions following treatment promote the activity of Escort® XP Herbicide, while cold, dry conditions may reduce or delay activity. Weeds and brush hardened off by cold weather or drought stress may not be controlled. Weed and brush control may be reduced if rainfall occurs soon after application.

ADJUVANTS

The use of a surfactant is recommended to enhance the control of susceptible plants, except where noted. Apply at a minimum rate (concentration) of 1/4% volume/volume (1 quart per 100 gallons of spray solution), or at the manufacturer's recommended rate. Use only EPA approved surfactants containing at least 80% active ingredient. Certain types of surfactants, such as those incorporating acetic acid (i.e. LI-700), may not be compatible with Escort® XP Herbicide and may result in decreased performance. Certain surfactants may not be suitable for use on desirable plants, such as turf and conifers, listed on this label. Consult the surfactant manufacturer's label for appropriate uses.

INVASIVE SPECIES MANAGEMENT

This product may be considered for use on public, private, and tribal lands to treat certain weed species infestations that have been determined to be invasive, consistent with the Federal Interagency Committee for the Management of Noxious and Exotic Weeds (FICMNEW) National Early Detection and Rapid Response (EDRR) System for invasive plants.

Effective EDRR systems address invasions by eradicating the invader where possible, and controlling them when the invasive species is too established to be feasibly eradicated. Once an EDRR assessment has been completed and action is recommended, a Rapid Response needs to be taken to quickly contain, deny reproduction, and if possible eliminate the invader. Consult your appropriate state extension service, forest service, or regional multidisciplinary invasive species management coordination team to determine the appropriate Rapid Response.

RESISTANCE

Escort® XP Herbicide, which contains the active ingredient metsulfuron methyl, is a Group 2 herbicide based on the mode of action classification system of the Weed Science Society of America.

When herbicides that affect the same biological site of action are used repeatedly over several years to control the same weed species in the same field, naturally-occurring resistant biotypes may survive a correctly applied herbicide treatment, propagate, and become dominant in that field. Adequate control of these resistant weed biotypes cannot be expected. If weed control is unsatisfactory, it may be necessary to retreat the problem area using a product affecting a different site of action.

To better manage herbicide resistance through delaying the proliferation and possible dominance of herbicide resistant weed biotypes, it may be necessary to change cultural practices within and between crop seasons such as using a combination of tillage, retreatment, tank-mix partners and/or sequential herbicide applications that have a different site of action. Weed escapes that are allowed to go to seed will promote the spread of resistant biotypes.

It is advisable to keep accurate records of pesticides applied to individual fields to help obtain information on the spread and dispersal of resistant bio-types. Consult your agricultural dealer, consultant, applicator, and/or appropriate state agricultural extension service representative for specific alternative cultural practices or herbicide recommendations available in your area.

INTEGRATED PEST MANAGEMENT

This product may be used as part of an Integrated Pest Management (IPM) program that can include biological, cultural, and genetic practices aimed at preventing economic pest damage. IPM principles and practices include field scouting or other detection methods, correct target pest identification, population monitoring, and treating when target pest populations reach locally determined action thresholds. Consult your state cooperative extension service, professional consultants, or other qualified authorities to determine appropriate action treatment threshold levels for treating specific pest/crop systems in your area.

PREPARING FOR USE - Site Specific Considerations

Understanding the risks associated with the application of Escort® XP Herbicide is essential to aid in preventing off-site injury to desirable vegetation and agricultural crops. The risk of off-site movement, both during and after application, may be affected by a number of site specific factors such as the nature, texture and stability of the soil, the intensity and direction of prevailing winds, vegetative cover, site slope, rainfall, drainage patterns, and other local physical and environmental conditions. A careful evaluation of the potential for off-site movement from the intended application site, including movement of treated soil by wind or water erosion, must be made prior to using Escort® XP Herbicide. This evaluation is particularly critical where desirable vegetation or crops are grown on neighboring land for which the use of Escort® XP Herbicide is not labeled. If prevailing local conditions may be expected to result in off-site movement and cause damage to neighboring desirable vegetation or agricultural crops, do not apply Escort® XP Herbicide.

Before applying Escort® XP Herbicide the user must read and understand all label directions, precautions and restrictions completely, including these requirements for a site specific evaluation. If you do not understand any of the instructions or precautions on the label, or are unable to make a site specific evaluation yourself, consult your local agricultural dealer, cooperative extension service, land managers, professional consultants, or other qualified authorities familiar with the area to be treated. If you still have questions regarding the need for site specific considerations, please call 1-800-331-2867.

TANK MIXES

Escort® XP Herbicide may be tank mixed with other herbicides registered for the use sites described in this label. Use only those tank mix partners which are labeled for the appropriate use site. When tank mixing, use the most restrictive label limitations for each of the products being used in the tank mix.

AGRICULTURAL USES

AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 4 hours. PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water is:

- Coveralls
- Shoes plus socks

CONIFER PLANTATIONS

Application Information

Escort® XP Herbicide is registered for the control of many species of weeds and deciduous trees on sites where conifers are growing or are to be planted. Apply by ground equipment or by air (helicopter only). Refer to the "Weeds Controlled" and "Brush Species Controlled" for a listing of susceptible species.

Application Timing

Apply Escort® XP Herbicide after weeds have emerged or after undesirable hardwoods have broken winter dormancy and have reached the point of full leaf expansion.

Conifer Site Preparation

--Application Before Transplanting

After consulting the "Weeds Controlled" and "Brush Species Controlled" tables, apply the rates of Escort® XP Herbicide specified for the most difficult to control species on the site.

Southeast—Apply up to 4 ounces per acre for loblolly and slash pines. Transplant the following planting season.

Northeast and Lake States—Apply up to 2 ounces per acre for red pine. Transplant the following planting season. Apply up to 2 ounces per acre for black, white and Norway spruce. Transplant the following spring.

West—Apply up to 2 ounces per acre prior to planting Douglas Fir, Sitka Spruce, Western Red Cedar, Western Hemlock, Ponderosa Pine, and Grand Fir in the Coast Rangeland and western slope of the Cascades in Oregon and Washington. These conifer species listed can be planted anytime after application. Other conifer species can be planted providing the user has prior experience indicating acceptable tolerance to Escort® XP Herbicide soil residues.

Without prior experience, it is recommended that other species be planted on a small scale to determine selectivity before large-scale plantings are made as unacceptable injury may occur. Bayer CropScience LP will not assume responsibility for injury to any conifer species not listed on this label.

Tank Mix Combinations—

For broader spectrum control, the following products may be used in combination with Escort® XP Herbicide.

Glyphosate (4 pound active per gallon)

Tank mix 1 to 2 ounces of Escort® XP Herbicide with 2 to 10 quarts of glyphosate per acre. Refer to the product container for a list of species controlled.

Imazapyr (4 pound active per gallon)

Tank mix 1 to 2 ounces of Escort® XP Herbicide with 10 to 24 fluid ounces of imazapyr per acre. Loblolly and slash pines may be transplanted the planting season following application. This combination controls ash, black gum, cherry, hawthorn, honeysuckle, hophornbeam, persimmon, oaks (red, white and water), sassafras, sweetgum, Vaccinium species, and suppresses blackberry, dogwood, elms, myrtle dahoon, hickories, and red maple.

Glyphosate (4 pound active per gallon) + Imazapyr (4 pound active per gallon)

Tank mix 1/2 to 1 ounce of Escort® XP Herbicide with 16 to 64 fluid ounces of glyphosate and 10 to 12 fluid ounces of imazapyr per acre. Slash and loblolly pines may be transplanted the planting season following application. This combination controls cherry, dogwood, elms, oaks (red and water), persimmon, sassafras, sweetgum and suppresses hickory.

Velpar® L [VU] Herbicide or Velpar® DF [VU] Herbicide

Tank mix 1 to 2 ounces of Escort® XP Herbicide per acre with Velpar® L [VU] Herbicide or Velpar® DF [VU] Herbicide at the rates specified on the container for various soil textures. Loblolly and slash pines may be transplanted the planting season following application. Refer to the product container for a list of species controlled.

Oust® Extra Herbicide

Tank mix 1/2 to 1 1/2 ounces of Escort® XP Herbicide with 2 to 3 ounces of Oust® Extra Herbicide per acre for herbaceous weed control. Refer to the product container and the "Weeds Controlled" section of this label for a listing of the weeds controlled. Loblolly and slash pines may be transplanted the planting season following application. Tank mix 2 ounces of Escort® XP Herbicide with 3 ounces of Oust® Extra Herbicide per acre for herbaceous weed control and early spring suppression of bull thistle and Canada thistle in the Coast Rangeland and western slope of the Cascade Mountains. Douglas fir may be transplanted at least 90 days following application.

Release--Hardwood Control and Suppression

Escort® XP Herbicide may be used for application over the top of established slash and loblolly pine to control the species listed in "Weeds Controlled" and "Brush Species Controlled" section of this label. Apply 1 to 4 ounces per acre to control the species indicated, including kudzu.

Tank Mix Combinations—

For broader spectrum control the following products may be used in combination with Escort® XP Herbicide.

Imazapyr (4 pound active per gallon)

Tank mix 1 to 2 ounces of Escort® XP Herbicide with 8 to 16 fluid ounces of imazapyr per acre for application to loblolly pine. Refer to the imazapyr label regarding the use of surfactants and the appropriate application timing with respect to the age and development stage of the pines. This combination controls ash, black gum, cherry, hawthorn, honeysuckle, hophorn-

beam, oaks (red, white and water), sassafras, sweetgum, Vaccinium species, and suppresses blackberry, dogwood, elms, myrtle dahoon, hickories, persimmon, and red maple.

Velpar® L [VU] Herbicide or Velpar® DF [VU] Herbicide

Tank mix 1 to 2 ounces of Escort® XP Herbicide with Velpar® L [VU] Herbicide or Velpar® DF [VU] Herbicide at the rates specified on the container for various soil textures. This combination may be applied to loblolly and slash pines.

Release—Herbaceous Weed Control

Escort® XP Herbicide may be applied to transplanted loblolly and slash pine for the control of herbaceous competition. Consult the "Weeds Controlled" for a listing of the susceptible species and application rates. Best results are obtained when Escort® XP Herbicide is applied just before weed emergence until shortly after weed emergence.

Tank Mix Combinations—

For broader spectrum control the following products may be used in combination with Escort® XP Herbicide.

Imazapyr (4 pound active per gallon)

Tank mix 1/2 to 1 ounce of Escort® XP Herbicide with 4 fluid ounces of imazapyr per acre. The tank mix may be used on loblolly pine.

Velpar® L [VU] Herbicide or Velpar® DF [VU] Herbicide

Tank mix 1/2 to 1 ounce of Escort® XP Herbicide with Velpar® L [VU] Herbicide or Velpar® DF [VU] Herbicide at the rates specified on the container for various soil textures. This combination may be applied to loblolly and slash pines.

Release - Directed Spray in Conifers

Western US

To release conifers from competing brush species, such as, blackberry, salmonberry, snowberry, thimbleberry and wild roses, mix 2 to 4 ounces of Escort® XP Herbicide per 100 gallons of spray solution. Direct spray onto the foliage of competing brush species using a knapsack or backpack sprayer. For best results, apply any time after the brush species have reached full leaf stage but before autumn coloration. For best results at application, the majority of the brush must be less than six feet in height to help ensure adequate spray coverage. Thorough coverage of the target foliage is necessary to optimize results. Care must be taken to direct the Escort® XP Herbicide spray solution away from the conifer foliage.

NOTE:

Escort® XP Herbicide may cause temporary yellowing and or growth suppression when the spray solution contacts conifer foliage. The use of a surfactant with Escort® XP Herbicide may improve brush control results. When using a surfactant with Escort® XP Herbicide, extra precaution must be taken to avoid contact with conifer foliage. Excessive drift onto conifers may result in severe injury.

IMPORTANT PRECAUTIONS—CONIFER PLANTATIONS ONLY

- Applications of Escort® XP Herbicide made to conifers that are suffering from loss of vigor caused by insects, diseases, drought, winter damage, animal damage, excessive soil moisture, planting shock, or other stresses may injure or kill the trees.
- Applications of Escort® XP Herbicide made for herbaceous release must only be made after adequate rainfall has closed the planting slit and settled the soil around the roots following transplanting.
- Do not apply Escort® XP Herbicide to conifers grown as ornamentals.
- Escort® XP Herbicide applications may result in damage and mortality to other species of conifers when they are present on sites with those listed in the preceding specifications for conifer plantations.

HARDWOOD PLANTATIONS**Application Information**

Escort® XP Herbicide may be used at rates of up to 2 ounces per acre for the control of many weed species on sites where yellow poplar is growing or is to be planted, and on sites where red alder is to be planted. Apply by ground equipment or by air (helicopter only). Refer to the "Weeds Controlled" sections of this label for a listing of susceptible species.

Application Timing

Escort® XP Herbicide may be applied as a site preparation treatment prior to planting red alder or yellow poplar. As a prior to planting site preparation treatment for red alder, Escort® XP Herbicide may be tank mixed with other herbicides labeled for this use.

Escort® XP Herbicide may also be applied over-the-top of planted yellow poplar seedlings after the soil has settled around the root system, but before the seedlings have broken dormancy (prior to bud break).

Release--Herbaceous Weed Control

Escort® XP Herbicide may be applied to yellow poplar for the control of herbaceous competition. Consult the "Weeds Controlled" for a listing of the susceptible species and specified application rates. Best results are obtained when Escort® XP Herbicide is applied just before weed emergence until shortly after weed emergence.

Tank Mix Combinations—

Tank mix 1/2 ounce of Escort® XP Herbicide with 4 to 6 pints of Velpar® L [VU] Herbicide as directed on the package label for "RELEASE--HERBACEOUS WEED CONTROL" in pine plantations in the eastern U.S. Follow the Velpar® L [VU] Herbicide label directions regarding altering the application rate by soil texture.

IMPORTANT PRECAUTIONS—HARDWOOD PLANTATIONS ONLY

- Application of Velpar® L [VU] Herbicide and Escort® XP Herbicide made to yellow poplar that are suffering from loss of vigor caused by insects, disease, drought, winter damage, animal damage, excessive soil moisture, planting shock, or other stresses may injure or kill the seedlings.
- Applications of Escort® XP Herbicide made for release must only be made after adequate rainfall has closed the planting slit and settled the soil around the roots following transplanting.
- The use of surfactant is not recommended for applications made over the tops of trees.
- Careful consideration must be given by an experienced and knowledgeable forester to match the requirements of yellow poplar and/or red alder to the conditions of the site. Treatment of yellow poplar and/or red alder planted on a site inadequate to meet its requirements may injure or kill the seedlings.

PASTURE, RANGELAND, AND CONSERVATION RESERVE PROGRAM (CRP)

Escort® XP Herbicide is registered for the control of broadleaf weeds, brush and several woody vine species in the establishment, maintenance, and restoration of pasture, rangeland, and Conservation Reserve Program (CRP).

Escort® XP Herbicide may be tank mixed with other pesticides labeled for use in pasture, rangeland, and CRP. Read and follow the labels on all products used in the tank mix. Observe the most restrictive precautions on each of the product's labels. Application of Escort® XP Herbicide to pasture, rangeland and CRP may be made by ground or air. Use a sufficient volume of water to ensure thorough coverage of the targeted weeds with the equipment being used. In Idaho, Oregon and Washington use a minimum application volume of 3 gallons of spray solution per acre.

APPLICATION INFORMATION FOR GRASS ESTABLISHMENT IN PASTURE, RANGELAND, AND CONSERVATION RESERVE PROGRAM (CRP)

Escort® XP Herbicide is registered for the control or suppression of broadleaf weeds to aid in the establishment of the following perennial native or improved grasses planted in pasture, rangeland, and acres enrolled in the Conservation Reserve Program (CRP):

Blue Gramma	Sideoats gramma
Bluestems-	Switchgrass-
Big	Blackwell
Little	Wheatgrasses-
Plains	bluebunch
Sand	crested
WW Spar	intermediate
Buffalograss	pubescent
Green sprangletop	Siberian
Kleingrass	slender
Lovegrasses-	steambank
Atherstone	tall
Sand	thickspike
Weeping	western
Wilman	Wildrye grass-
Orchardgrass	Russian

Maximize potential for grass establishment by consulting with the Natural Resource and Conservation Service or other government agencies or local experts concerning planting techniques and other cultural practices.

Performance from Escort® XP Herbicide may not always be satisfactory due to the inability of newly planted grass stands to sufficiently compete with weeds and the severity of weed pressure in new grass stands.

An additional herbicide application or mowing may be needed.

Use Rates and Application Timing for Grass Establishment in Pasture, Rangeland and CRP

Preplant (prior to planting) or Preemergence (after planting but before grass emergence)

Do not use more than 1/10 ounce/acre of Escort® XP Herbicide for grass establishment in pasture, rangeland, and CRP. Apply Escort® XP Herbicide at 1/10 ounce/acre on all labeled grasses except orchardgrass and Russian wildrye grass. Do not apply Escort® XP Herbicide preplant or preemergence to orchardgrass and Russian wildrye grass as severe crop injury may result.

Early postemergence to new plantings

Apply Escort® XP Herbicide at 1/10 ounce/acre, plus a non-ionic surfactant at the rate of 2 to 4 pints/100 gallons of spray solution on all labeled grasses anytime after grass emergence.

Do not use a spray adjuvant other than non-ionic surfactant. Because grass species differ in time of emergence, apply only after the majority of grasses are in the 3 to 4 leaf stage.

Postemergence to stands with 1 – 5 leaf grasses planted the previous season.

Apply Escort® XP Herbicide at 1/10 ounce/acre plus a non-ionic surfactant at the rate of 2 to 4 pints/100 gallons of spray solution on all labeled grasses when the majority of the grasses have one or more leaves.

Do not use a spray adjuvant other than non-ionic surfactant.

APPLICATION INFORMATION FOR ESTABLISHED GRASSES IN PASTURE, RANGELAND, AND CONSERVATION RESERVE PROGRAM (CRP)

Use Rates for Established Grasses in Pasture, Rangeland, and CRP

Apply up to 1 2/3 ounces Escort® XP Herbicide per acre as a broadcast application to established grasses in pasture, rangeland and CRP. For spot applications, use 1 ounce per 100 gallons of water. Do not apply more than 1 2/3 ounces of Escort® XP Herbicide per acre per year in pasture, rangeland, and CRP.

Refer to the Weeds Controlled section of the section 3 label for a listing of the weeds controlled by Escort® XP Herbicide and the appropriate use rate to obtain control.

Application Timing – Established Grasses in Pasture, Rangeland, and CRP

Escort® XP Herbicide may be applied to established native grasses such as bluestems and grama, and on other established grasses such as bermudagrass, bluegrass, orchardgrass, bromegrass, fescue and timothy that were planted the previous growing season (or earlier) and are fully tillered, unless otherwise directed on this label. Specific application timing information on several of these grass species follows:

Grass	Minimum time from Grass establishment Escort® XP Herbicide application
Bermudagrass	2 months
Bluegrass, bromegrass, Orchardgrass	6 months
Timothy	12 months
Fescue	24 months

Rotation Intervals in Pasture, Rangeland, and CRP for Overseeding and Renovation

Location	Crop or Grass Species	Maximum Escort® XP Herbicide Rate on Pasture, Rangeland, and CRP (oz per A)	Minimum Rotation Interval (months)
AL, AR, FL, GA, KY, LA, MS, NC, OK, SC, TN, TX, VA, WV	Alfalfa, red clover, white clover, sweet clover, bermudagrass, bluegrass, ryegrass, tall fescue	1/10 to 3/10	4
	Wheat (except durum)	1/10 to 3/10	1
	Durum, barley, oat	1/10 to 3/10	10

(continued)

Rotation Intervals in Pasture, Rangeland, and CRP for Overseeding and Renovation (continued)

Location	Crop or Grass Species	Maximum Escort® XP Herbicide Rate on Pasture, Rangeland, and CRP (oz per A)	Minimum Rotation Interval (months)
ALL STATES NOT INCLUDED ABOVE	Red clover, white clover, and sweet clover	1/10 to 2/10	12
	Bermudagrass, bluegrass, ryegrass	1/10 to 2/10	6
	Tall Fescue	1/10 to 2/10	18
	Wheat (except durum)	1/10 to 2/10	1
ALL AREAS WITH SOIL PH OF 7.5 OR LESS	Durum, barley, oat	1/10 to 2/10	10
	Russian wildrye	1/10 to 1/2	1
	Green needlegrass, switchgrass, sheep fescue	1/10 to 1	1
ALL AREAS WITH SOIL PH OF 7.9 OR LESS	Meadow brome, smooth brome, alta fescue, red fescue, meadow foxtail, orchardgrass, Russian wildrye, timothy	1/10 to 1	2
	Alkali sacaton, mountain brome, blue grama, thickspike wheatgrass	1/10 to 1	1
	Sideoats grama, switchgrass	1/10 to 1/2	2
	Western wheatgrass	1/10 to 1	2
ALL AREAS WITH SOIL PH OF 7.9 OR LESS	Sideoats grama, switchgrass, big bluestem	1/10 to 1	3

Fescue Precautions:

Note that Escort® XP Herbicide may temporarily stunt tall fescue, cause it to turn yellow, or cause seedhead suppression. To minimize these symptoms, take the following precautions:

- Do not use more than 4/10 ounce/acre of Escort® XP Herbicide.
- Tank mix Escort® XP Herbicide with 2,4-D.
- Use the lowest specified rate for target weeds.
- Use a non-ionic surfactant at 1/2 to 1 pint per 100 gallons of spray solution.
- Make application later in the spring after the new growth is 5 to 6 inches tall, or in the fall.
- Do not use surfactant when liquid nitrogen is used as a carrier.
- Do not use a spray adjuvant other than non-ionic surfactant.

The first cutting yields may be reduced due to seedhead suppression resulting from treatment with Escort® XP Herbicide.

Timothy Precautions:

Timothy should be at least 6 inches tall at application and be actively growing. Applications of Escort® XP Herbicide to timothy under any other conditions may cause crop yellowing and/or stunting. To minimize these symptoms, take the following precautions:

- Do not use more than 4/10 ounce/acre Escort® XP Herbicide.
- Tank mix Escort® XP Herbicide with 2, 4-D.
- Use the lowest specified rate for target weeds.
- Use a non-ionic surfactant at 1/2 pint per 100 gallons of spray solution (1/16%).
- Make applications in the late summer or fall.
- Do not use surfactant when liquid nitrogen is used as a carrier.
- Do not use spray adjuvant other than non-ionic surfactant.

Application of Escort® XP Herbicide to Pensacola bahiagrass, ryegrass (Italian or perennial) and Garrison's creeping foxtail may cause severe injury to and/or loss of forage.

Other Pasture and Rangeland Grasses

Varieties and species of forage grasses differ in their tolerance to herbicides. When using Escort® XP Herbicide on a particular grass for the first time, limit use to a small area. If no injury occurs throughout the season, larger acreage may be treated the following season.

Broadleaf forage species, such as alfalfa and clover, are highly sensitive to Escort® XP Herbicide and will be severely stunted or injured by Escort® XP Herbicide.

SPOT TREATMENTS

Escort® XP Herbicide may be used for use as spot treatment to control noxious and troublesome weeds on pasture, rangeland and CRP.

Application Information

Escort® XP Herbicide may be used to control many species of weeds, including noxious weeds, in forage grasses growing on pasture, rangeland, and CRP. Refer to the "Weeds Controlled" section of the package label or supplemental labeling for a listing of susceptible weed species. If the sprayer is calibrated, consult the package label or other supplemental labeling to select the application rate per acre of Escort® XP Herbicide appropriate for the target weeds. Or mix one gram of Escort® XP Herbicide per one gallon of water along with a suitable surfactant. Spray to the point of wetting the entire surface of the target weeds, approximately 40 gallons of solution per acre. When applied in this manner there is no grazing restrictions following the use of Escort® XP Herbicide. Applications may be made at anytime of the year, except when the soil is frozen.

CROP ROTATION

Before using Escort® XP Herbicide, carefully consider your crop rotation plans and options. For rotational flexibility, do not treat all of your pasture, rangeland or CRP acres at the same time.

Minimum Rotational Intervals

Minimum rotation intervals* are determined by the rate of breakdown of Escort® XP Herbicide applied. Escort® XP Herbicide breakdown in the soil is affected by soil pH, presence of soil microorganisms, soil temperature, and soil moisture. Low soil pH, high soil temperature, and high soil moisture increase Escort® XP Herbicide breakdown in soil, while high soil pH, low soil temperature, and low soil moisture slow Escort® XP Herbicide breakdown.

Of these 3 factors, only soil pH remains relatively constant. Soil temperature, and to a greater extent, soil moisture, can vary significantly from year to year and from area to area. For this reason, soil temperatures and soil moisture should be monitored regularly when considering crop rotations.

* The minimum rotation interval represents the period of time from the last application to the anticipated date of the next planting.

Soil pH Limitations

Escort® XP Herbicide should not be used on soils having a pH above 7.9, as extended soil residual activity could extend crop rotation intervals beyond normal. Under certain conditions, Escort® XP Herbicide could remain in the soil for 34 months or more, injuring wheat and barley. In addition, other crops planted in high-pH soils can be extremely sensitive to low concentrations of Escort® XP Herbicide.

Checking Soil pH

Before using Escort® XP Herbicide, determine the soil pH of the areas of intended use. To obtain a representative pH value for the test area, take several 0" to 4" samples from different areas of the field and analyze them separately. Consult local extension publications for additional information on recommended soil sampling procedures.

BIOASSAY

A field bioassay must be completed before rotating to any crop or grass species/variety not listed in the Rotation Intervals Table, or if the soil pH is not in the specified range, or if the use rate applied is not specified in the table.

To conduct a field bioassay, grow test strips of the crop(s) or grass(es) you plan to grow the following year in fields previously treated with Escort® XP Herbicide. Crop or grass response to the bioassay will indicate whether or not to rotate to the crop(s) or grass(es) grown in the test strips.

If a field bioassay is planned, check with your local Agricultural dealer or Bayer CropScience LP representative for information detailing the field bioassay procedure.

GRAZING/HAYING

When used as directed, there is no grazing or haying restriction for use rates of 1 2/3 ounces per acre and less. Coveralls, shoes plus socks must be worn if cutting within 4 hours of treatment.

IMPORTANT PRECAUTIONS

- Do not apply more than 1 2/3 ounces of Escort® XP Herbicide per acre per year on pasture, rangeland or CRP.
- Grass species or varieties may differ in their response to various herbicides. Bayer CropScience LP recommends that you first consult your state experiment station, university, or extension agent as to sensitivity to any herbicide. If no information is available, limit the initial use of Escort® XP Herbicide to a small area. Components in a grass seed mixture will vary in tolerance to Escort® XP Herbicide so the final stand may not reflect the seed ratio.
- Under certain conditions such as heavy rainfall, high pH, prolonged cold weather, or wide fluctuations in day/night temperatures prior to or soon after Escort® XP Herbicide application, temporary discoloration and/or grass injury may occur. Escort® XP Herbicide should not be applied to grass that is stressed by severe weather conditions, drought, low fertility, water-saturated soils, disease, or insect damage as grass injury may result. Severe winter stress, drought, disease, or insect damage before or following application also may result in grass injury.
- Applications of Escort® XP Herbicide to pasture, rangeland, and CRP undersown with legumes may cause injury to the legumes. Legumes in a seeding mixture may be severely injured or killed following an application of Escort® XP Herbicide.
- Applications made to some established grasses may cause temporary stunting, yellowing or seedhead suppression (i.e. fescue, timothy).
- Applications made to newly established grasses less than 2 years from seeding may result in injury or loss.
- Do not apply to forage grasses known to be sensitive to Escort® XP Herbicide such as ryegrass (Italian and perennial), bahia or Garrison's creeping foxtail.
- Broadleaf forage species, such as alfalfa and clover, are highly sensitive to Escort® XP Herbicide and will be severely injured or killed.
- The control of weeds in wheel track areas may be reduced if ground applications are made when dry, dusty field conditions exist. The addition of 2,4-D or MCPA should improve weed control under these conditions.

NON-AGRICULTURAL USES

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses. Do not enter or allow others to enter the treated area until sprays have dried.

Non-crop industrial weed control and selective weed control in turf (industrial, unimproved only) are not within the scope of the Worker Protection Standard.

NON-CROP SITES

Application Information

Escort® XP Herbicide is registered for weed control on private, public and military lands as follows: Uncultivated nonagricultural areas (including airports, highway, railroad and utility rights-of-way, sewage disposal areas); uncultivated agricultural areas - non-crop producing (including farmyards, fuel storage areas, fence rows, soil bank land, and barrier strips); industrial sites - outdoor (including lumberyards, pipeline and tank farms) including grazed areas on these sites. It may also be used for the control of certain noxious and troublesome weeds.

Consult the "Weeds Controlled" and "Brush Species Controlled" tables to determine the appropriate application rate.

Escort® XP Herbicide may be applied in tank mixture with other herbicides labeled for use on non-crop sites. Fully read the labels and follow all directions and restrictions on each label.

Applications may be made by ground or air. Use a sufficient volume of water to ensure thorough coverage of the target vegetation with the application equipment being used.

NATIVE GRASSES

Escort® XP Herbicide is registered for weed control and suppression in the establishment and maintenance of native grasses. It may be used where blue grama, bluestems (big, little, plains, sand, ww spar) bromegrasses (meadow), buffalograss, green sprangletop, indiagrass, kleingrass, lovegrasses (atherstone, sand, weeping, wilman), orchardgrass, sideoats

grama, switchgrass (blackwell), wheatgrass (bluebunch, intermediate, pubescent, Siberian, slender, streamband, tall, thickspike, western), and Russian wildrye are established. It may also be applied over these species in the seedling stage, except for orchardgrass and Russian wildrye.

When used as directed, there are no grazing or haying restrictions for use rates of 1 2/3 ounce per acre or less. At use rates greater than 1 2/3 ounce per acre and up to 3 1/3 ounce per acre, forage grasses may be cut for hay, fodder or green forage and fed to livestock, including lactating animals, 3 days after treatment.

Rotation Intervals for Overseeding and Renovation

Location	Crop or Grass Species	Maximum Escort® XP Herbicide Rate (oz per A)	Minimum Rotation Interval (months)
AL, AR, FL, GA, KY, LA, MS, NC, OK, SC, TN, TX, VA, WV	Alfalfa, red clover, white clover, sweet clover, bermudagrass, bluegrass, ryegrass, tall fescue	1/10 to 3/10	4
	Wheat (except durum)	1/10 to 3/10	1
	Durum, barley, oat	1/10 to 3/10	10
ALL STATES NOT INCLUDED ABOVE	Red clover, white clover, and sweet clover	1/10 to 2/10	12
	Bermudagrass, bluegrass, ryegrass	1/10 to 2/10	6
	Tall Fescue	1/10 to 2/10	18
	Wheat (except durum)	1/10 to 2/10	1
	Durum, barley, oat	1/10 to 2/10	10
ALL AREAS WITH SOIL PH OF 7.5 OR LESS	Russian wildrye	1/10 to 1/2	1
	Green needlegrass, switchgrass, sheep fescue	1/10 to 1	1
	Meadow brome, smooth brome, alta fescue, red fescue, meadow foxtail, orchardgrass, Russian wildrye, timothy	1/10 to 1	2

(continued)

Rotation Intervals for Overseeding and Renovation (continued)

Location	Crop or Grass Species	Maximum Escort® XP Herbicide Rate (oz per A)	Minimum Rotation Interval (months)
ALL AREAS WITH SOIL PH OF 7.9 OR LESS	Alkali sacaton, mountain brome, blue grama, thickspike wheatgrass	1/10 to 1	1
	Sideoats grama, switchgrass	1/10 to 1/2	2
	Western wheatgrass	1/10 to 1	2
	Sideoats grama, switchgrass, big bluestem	1/10 to 1	3

Application Information

Apply Escort® XP Herbicide at the rate of 1/10 ounce per acre for the control and suppression* of bur buttercup (testiculate), common purslane, common sunflower*, cutleaf eveningprimrose*, flixweed*, lambsquarters* (common and slimleaf), marestail*, pigweed (redroot and tumble), snow speedwell, tansymustard* and tumble mustard (Jim Hill mustard).

* Suppression is a visual reduction in weed competition (reduced population or vigor) as compared to untreated areas. Degree of suppression will vary with the size of weed and environmental conditions following treatment.

Application Timing

For established grasses, apply when weeds are in the seedling stage. For grasses in the seedling stage, apply preplant or preemergence where the soil (seed bed) has been cultivated.

IMPORTANT PRECAUTIONS—NATIVE GRASSES

- Grass species or varieties may differ in their response to various herbicides. If no information is available, limit the initial use of Escort® XP Herbicide to a small area. Components in a grass seed mixture will vary in tolerance to Escort® XP Herbicide, so the final stand may not reflect the seed ratio.
- Under certain conditions such as heavy rainfall, high pH, prolonged cold weather, or wide fluctuations in day/night temperatures prior to or soon after Escort® XP Herbicide application, temporary discoloration and/or grass injury may occur. Injury may result when Escort® XP Herbicide is

applied to grass that is stressed by severe weather conditions, drought, low fertility, water-saturated soils, disease, or insect damage. Severe winter stress, drought, disease, or insect damage before or following application also may result in grass injury.

GRASS REPLANT INTERVALS

Following an application of Escort® XP Herbicide to non-crop areas, the treated sites may be replanted with various species of grasses at the intervals listed below.

For soils with a pH of 7.5 or less, observe the following replant intervals:

Species	Rate (ounces per acre)	Replant Interval (months)
Brome, Meadow	1/2—1	2
	1—2	3
Brome, Smooth	1/2—1	2
	1—2	4
Fescue, Alta	1/2—1	2
	1—2	4
Fescue, Red	1/2—1	2
	1—2	4
Fescue, Sheep	1/2—1	1
	1—2	4
Foxtail, Meadow	1/2—1	2
	1—2	4
Green Needlegrass	1/2—2	1
Orchardgrass	1/2—1	2
	1—2	4
Russian wildrye	1/2—1	1
	1	2
	2	3
Switchgrass	1/2—1	1
	1—2	3
Timothy	1/2—1	2
	1—2	4
Wheatgrass, Western	1/2—1	2
	1—2	3

For soils with a pH of 7.5 or greater observe the following replant intervals:

Species	Rate (ounces per acre)	Replant Interval (months)
Alkali Sacaton	1/2—1	1
	1—2	3
Bluestem, Big	1/2—2	3
Brome, Mountain	1/2—1	1
	1—2	2
Grama, Blue	1/2—2	1
Grama, Sideoats	1/2	2
	>1/2	>3
Switchgrass	1/2	2
	>1/2	>3
Wheatgrass, Thickspike	1/2—2	1
Wheatgrass, Western	1—2	2
	1/2—1	3

The specified intervals are for applications made in the Spring to early Summer. Because Escort® XP Herbicide degradation is slowed by cold or frozen soils, applications made in the late Summer or Fall should consider the intervals as beginning in the Spring following treatment.

Testing has indicated that there is considerable variation in response among the species of grasses when seeded into areas treated with Escort® XP Herbicide. If species other than those listed above are to be planted into areas treated with Escort® XP Herbicide, a field bioassay must be performed, or previous experience may be used, to determine the feasibility of replanting treated sites.

ADDITIONAL GRASS INFORMATION

APPLICATION INFORMATION FOR GRASS ESTABLISHMENT

Escort® XP Herbicide may be used for the control or suppression of broadleaf weeds to aid in the establishment of the following perennial native or improved grasses:

Blue grama	Sideoats grama
Bluestems –	Switchgrass –
big	blackwell
little	Wheatgrasses –
plains	bluebunch
sand	crested
WW spar	intermediate
Buffalograss	pubescent
Green sprangletop	Siberian
Kleingrass	slender
Lovegrasses –	steambank
atherstone	tall
sand	thickspike
weeping	Western
wilman	Wildrye grass –
Orchardgrass	Russian

Maximize potential for grass establishment by consulting with the Natural Resource and Conservation Service of other government agencies or local experts concerning planting techniques and other cultural practices.

Performance from Escort® XP Herbicide may not always be satisfactory due to the inability of newly planted grass stands to sufficiently compete with weeds and the severity of weed pressure in new grass stands.

An additional herbicide application or mowing may be needed.

Use Rates and Application Timing for Grass Establishment Preplant (prior to planting) or Preemergence (after planting but before grass emergence)

Do not use more than 1/10 ounce per acre of Escort® XP Herbicide for grass establishment.

Apply Escort® XP Herbicide at 1/10 ounce per acre on all labeled grasses except orchardgrass and Russian wildrye grass. Do not apply Escort® XP Herbicide preplant or preemergence to orchardgrass and Russian wildrye grass as severe crop injury may result.

Early postemergence to new plantings

Apply Escort® XP Herbicide at 1/10 ounce per acre, plus a non-ionic surfactant at the rate of 2 to 4 pints per 100 gallons of spray solution on all labeled grasses anytime after grass emergence.

Do not use a spray adjuvant other than non-ionic surfactant.

Because grass species differ in time of emergence, apply only after the majority of grasses are in the 3 to 4 leaf stage.

Postemergence to stands with 1 – 5 leaf grasses planted the previous season

Apply Escort® XP Herbicide at 1/10 ounce per acre plus a non-ionic surfactant at the rate of 2 to 4 pints per 100 gallons of spray solution, on all labeled grasses when the majority of the grasses have one or more leaves.

Do not use a spray adjuvant other than non-ionic surfactant.

APPLICATION INFORMATION FOR ESTABLISHED GRASSES

Use Rates for Established Grasses

Apply up to 1 ounce Escort® XP Herbicide per acre as a broadcast application to established grasses. For spot applications, use 1 ounce per 100 gallons of water. Do not apply more than 1 2/3 ounces of Escort® XP Herbicide per acre per year.

Refer to the Weeds Controlled section of this label for a listing of the weeds controlled by Escort® XP Herbicide and the appropriate use rate to obtain control.

Application Timing – Established Grasses

Escort® XP Herbicide may be applied to established native grasses such as bluestems and grama, and on other established grasses such as bermudagrass, bluegrass, orchardgrass, bromegrass, fescue and timothy that were planted the previous growing season (or earlier) and are fully tillered, unless otherwise directed on this label. Specific application timing information on several of these grass species follows:

Grass	Minimum time from Grass establishment Escort® XP Herbicide application
Bermudagrass	2 months
Bluegrass, bromegrass, Orchardgrass	6 months
Timothy	12 months
Fescue	24 months

Fescue and Timothy Precautions

When used on fescue and timothy grasses, Escort® XP Herbicide may cause reduced first cutting yields due to temporary stunting, leaf yellowing, or seed head suppression. To help minimize these symptoms, follow the information below:

- Use the lowest labeled rate for the target weeds.
- Tank mix 2,4-D with Escort® XP Herbicide applications.
- Apply Escort® XP Herbicide at no more than 4/10 ounce per acre.
- Make applications when the grasses are 5 to 6 inches tall in late summer or fall.
- Use only a non-ionic surfactant at 1/2 pint per 100 gallons of spray solution.
- When liquid nitrogen is the spray carrier, do not include the surfactant.

Other Grasses:

Application of Escort® XP Herbicide to Pensacola bahiagrass, ryegrass (Italian or perennial) and Garrison's creeping foxtail may cause severe injury to and/or loss of forage.

Varieties and species of forage grasses differ in their tolerance to herbicides. When using Escort® XP Herbicide on a particular grass for the first time, limit use to a small area. If no injury occurs throughout the season, larger acreage may be treated the following season.

Broadleaf forage species, such as alfalfa and clover, are highly sensitive to Escort® XP Herbicide and will be severely stunted or injured by Escort® XP Herbicide.

CROP ROTATION

Before using Escort® XP Herbicide, carefully consider your crop rotation plans and options.

Minimum Rotational Intervals

Minimum rotation intervals* are determined by the rate of breakdown of Escort® XP Herbicide applied. Escort® XP Herbicide breakdown in the soil is affected by soil pH, presence of soil microorganisms, soil temperature, and soil moisture. Low soil pH, high soil temperature, and high soil moisture increase Escort® XP Herbicide breakdown in soil, while high soil pH, low soil temperature, and low soil moisture slow Escort® XP Herbicide breakdown.

Of these 3 factors, only soil pH remains relatively constant. Soil temperature, and to a greater extent, soil moisture, can vary significantly from year to year and from area to area. For this reason, monitor soil temperature and soil moisture on a regular basis when considering any crop rotations.

* The minimum rotation interval represents the period of time from the last application to the anticipated date of the next planting.

Soil pH Limitations

Escort® XP Herbicide must not be used on soils having a pH above 7.9, as extended soil residual activity could extend crop rotation intervals beyond normal. Under certain conditions, Escort® XP Herbicide could remain in the soil for 34 months or more, injuring wheat and barley. In addition, other crops planted in high-pH soils can be extremely sensitive to low concentrations of Escort® XP Herbicide.

Checking Soil pH

Before using Escort® XP Herbicide, determine the soil pH of the areas of intended use. To obtain a representative pH value for the test area, take several 0" to 4" samples from different areas of the field and analyze them separately. Consult local extension publications for additional information on recommended soil sampling procedures.

BIOASSAY

A field bioassay must be completed before rotating to any crop or grass species/variety not listed in the Rotation Intervals Table, or if the soil pH is not in the specified range, or if the use rate applied is not specified in the table.

To conduct a field bioassay, grow test strips of the crop(s) or grass(es) you plan to grow the following year in fields previously treated with Escort® XP Herbicide. Crop or grass response to the bioassay will indicate whether or not to rotate to the crop(s) or grass(es) grown in the test strips.

If a field bioassay is planned, check with your local Agricultural dealer or Bayer CropScience LP representative for information detailing the field bioassay procedure.

IMPORTANT PRECAUTIONS

- Grass species or varieties may differ in their response to various herbicides. If no information is available, limit the initial use of Escort® XP Herbicide to a small area.

- Components in a grass seed mixture will vary in tolerance to Escort® XP Herbicide so the final stand may not reflect the seed ratio.
- Under certain conditions, such as heavy rainfall, high pH, prolonged cold weather, or wide fluctuations in day/night temperatures, prior to or soon after Escort® XP Herbicide application, temporary discoloration and/or grass injury may occur. Escort® XP Herbicide applied to grass that is stressed by severe weather conditions, drought, low fertility, water-saturated soils, disease, or insect damage can result in grass injury. Severe winter stress, drought, disease, or insect damage before or following application also may result in grass injury.
- Applications of Escort® XP Herbicide to lands undersown with legumes may cause injury to the legumes. Legumes in a seeding mixture may be severely injured or killed following an application of Escort® XP Herbicide.
- The control of weeds in wheel track areas may be reduced if ground applications are made when dry, dusty field conditions exist. The addition of 2,4-D or MCPA may improve weed control under these conditions.

**WEEDS CONTROLLED
1/3 to 1/2 ounce per acre**

Annual sowthistle	Corn cockle
Aster	Cow cockle
Bahiagrass	Crown vetch
Beebalm	Dandelion
Bittercress	Dogfennel
Bitter sneezeweed	False chamomile
Blackeyed-susan	Fiddleneck tarweed
Blue mustard	Field pennycress
Bur buttercup	Flixweed
Chicory	Goldenrod
Clover	Lambsquarters
Cocklebur	Marestail/horseweed****
Common chickweed	Maximillion sunflower
Common groundsel	Miners lettuce
Common purslane	Pennsylvania smartweed
Common yarrow	Plains coreopsis
Conical catchfly	Plantain

(continued)

WEEDS CONTROLLED (continued)**1/3 to 1/2 ounce per acre**

Redroot pigweed
 Redstem filaree
 Rough fleabane
 Shepherd's purse
 Silky crazyweed (locoweed)
 Smallseed falseflax
 Smooth pigweed
 Sweet clover
 Tansymustard

Treacle mustard
 Tumble mustard
 Wild carrot
 Wild garlic
 Wild lettuce
 Wild mustard
 Woolly croton
 Wood sorrel
 Yankeweed

1/2 to 1 ounce per acre

Blackberry
 Black henbane
 Broom snakeweed*
 Buckhorn plantain
 Bull thistle
 Common crupina
 Common sunflower
 Curly dock
 Dewberry
 Dyer's woad
 Garlic mustard
 Gorse
 Halogeton
 Henbit

Honeysuckle
 Multiflora rose and other
 wild roses
 Musk thistle***
 Oxeye daisy
 Plumeless thistle
 Prostrate knotweed
 Rosering gaillardia
 Seaside arrowgrass
 Sericea lespedeza
 Tansy ragwort
 Teasel
 Wild caraway

1 to 2 ounces per acre

Common mullein
 Common tansy
 Field bindweed**
 Greasewood
 Gumweed
 Houndstongue
 Lupine
 Old world climbing fern
 (Lygodium)
 Perennial pepperweed
 Poison hemlock

Purple loosestrife
 Purple scabious
 Scotch thistle
 Scouringrush
 Salsify
 Snowberry
 St. Johnswort
 Sulphur cinquefoil
 Western salsify
 Whitetop (hoary cress)
 Wild Iris

1 1/2 to 2 ounces per acre

Canada thistle**
 Dalmation toadflax**
 Duncceap larkspur
 Russian knapweed**

Tall larkspur
 Wild parsnip
 Yellow toadflax**

2 ounces per acre

Onionweed

3 to 4 ounces per acre

Kudzu

* Apply fall through spring.

** Suppression, which is a visual reduction in weed competition (reduced population or vigor) as compared to untreated areas. Apply as a full coverage spray for best performance.

*** Certain biotypes of musk thistle are more sensitive to Escort® XP Herbicide and may be controlled with rates of 1/4 to 1/2 ounce per acre. Treatments of Escort® XP Herbicide may be applied from rosette through bloom stages of development.

**** Certain biotypes of maretail/horsetail are less sensitive to Escort® XP Herbicide and may be controlled by tank mixes with herbicides with a different mode of action.

Problem Weed Control

For broader spectrum control and for use on certain biotypes of broadleaf weeds which may be resistant to Escort® XP Herbicide and herbicides with the same mode of action, the following tank mixes may be used.

Dicamba + 2,4-D

Weed	Rate of Escort® XP Herbicide	Rate of dicamba (fluid ounces/acre)	Rate of 2,4-D (fluid ounces/acre)
Kochia control	1/2	8	16
Spotted knapweed control	1/2	8	16
Rush skeletonweed suppression	1	8	16

INDUSTRIAL TURFGRASS UNIMPROVED ONLY

Application Information

Escort® XP Herbicide is registered for selective weed control in unimproved industrial turfgrass where certain grasses are well established and desired as ground cover. Escort® XP Herbicide may also be used for the control of certain noxious and troublesome weeds in turfgrass.

In addition to conventional spray equipment, Escort® XP Herbicide may also be applied with invert emulsion equipment. When using an invert emulsion, mix the prescribed rate of Escort® XP Herbicide in the water phase. Consult the "Weeds Controlled" table to determine which weeds will be controlled by the following application rates:

Turfgrass Type	Rate of Escort® XP Herbicide (ounces/acre)
Fescue and Bluegrass	1/4 to 1/2
Crested Wheatgrass and Smooth Brome	1/4 to 1
Bermudagrass	1/4 to 2

Application Timing

Applications may be made at anytime of the year except when the soil is frozen.

When a spring application is made on fescue or bluegrass, a second application may be made during the summer after full seedhead maturation.

Growth Suppression and Seedhead Inhibition (Chemical Mowing)

Application Information

Escort® XP Herbicide may be used for growth suppression and seedhead inhibition in well established fescue and bluegrass turfgrass at the use rate of 1/4 to 1/2 ounce per acre.

Tank Mix Combination

Escort® XP Herbicide may be tank mixed with "Embark" for improved performance in the regulation of growth and seedhead suppression. Tank mix 1/4 to 1/2 ounce of Escort® XP Herbicide with 1/8 to 1/4 pint of "Embark".

Application Timing

Application may be made after at least 2 to 3 inches of new growth has emerged until the appearance of the seed stalk.

IMPORTANT PRECAUTIONS —INDUSTRIAL TURFGRASS ONLY

- An application of Escort® XP Herbicide may cause temporary discoloration (chlorosis) or stunting of the turfgrasses. Use the lower specified rates for minimum discoloration or stunting.
- With fescue and bluegrass, sequential applications made during the same or consecutive growth periods (i.e. spring and fall) may result in excessive injury to turfgrass.
- Excessive injury may result when Escort® XP Herbicide is applied to turfgrass that is under stress from drought, insects, disease, cold temperatures (winter injury) or poor fertility.
- Escort® XP Herbicide is not recommended for use on bahiagrass.

BRUSH CONTROL

Application Information

Escort® XP Herbicide is registered for the control of undesirable brush growing in non-crop areas including grazed areas on these sites. Applications may be made by air, high volume ground application, low volume ground application and ultra-low volume ground application. Except as noted for multiflora rose, Escort® XP Herbicide must be applied as a spray to the foliage.

The application volume required will vary with the height and density of the brush and the application equipment used. Generally, aerial applications will require 15 to 25 gallons of water per acre; high volume ground application will require 100 to 400 gallons of water per acre; low volume ground application will require 20 to 50 gallons of water per acre; and ultra-low volume ground application will require 10 to 20 gallons of water per acre.

Regardless of the application volume and equipment used, thorough coverage of the foliage, particularly the terminal growing points, is necessary to optimize results.

BRUSH SPECIES CONTROLLED

Species	High Volume Rate (ounces/100 gallon)	Broadcast Rate (ounces/acre)
Ash	1—2	1—3
Aspen	1—2	1—3
Black locust	1—2	1—3
Blackberry	1—2	1—3
Camelthorn	1—2	1—3
Cherry	1—2	1—3
Cottonwood	1—2	2—3
Eastern red cedar	1—2	2—3
Elder	1—2	2—3
Elm	1—2	1—3
Firs	3	1—2
Hawthorn	1—2	1—3
Honeysuckle	1—2	1/2—1
Mulberry	1—2	2—3
Multiflora rose	1—2	1—3
Muscadine (wild grape)	1—2	2—3
Oaks	1—2	1—3
Ocean spray (Holodiscus)	1—2	2—3
Osage orange	1—2	2—3
Red maple	1—2	2—3
Salmonberry	1/2—1	1—3
Snowberry	1/2—1	1—3
Spruce (black and white)	3	2—3
Thimbleberry	1/2—1	1—3
Tree of heaven (Ailanthus)	1—2	1—2
Wild roses	1/2—1	1—3
Willow	1/2—1	1—3
Yellow poplar	1/2—1	1—3

For low volume and ultra-low volume ground applications, mix 4 to 8 ounces of Escort® XP Herbicide per 100 gallons of spray solution.

Application Timing

Make a foliar application of the specified rate of Escort® XP Herbicide during the period from full leaf expansion in the spring until the development of full fall coloration on deciduous species to be controlled. Coniferous species may be treated at anytime during the growing season.

Spot Treatment

Escort® XP Herbicide may be used for the control of many species of weeds including noxious/invasive weeds in certain established grasses growing on non-crop areas.

Refer to the "Weeds Controlled" section for a listing of susceptible weed species and the application rate per acre per the target weed.

Or, mix one gram of Escort® XP Herbicide per one gallon of water along with a surfactant. Spray to the point of wetting the entire surface of the target weeds, approximately 40 gallons of solution per acre.

Tank Mix Combinations—

Escort® XP Herbicide may be tank mixed with any product labeled for non-crop brush control at the application rates specified on the companion product's label for the pests specified on the product's companion label. Read and follow the label instructions of both products when tank mixing. Follow the most restrictive limitations of any of the product labels being tank mixed.

Low Rate Applications

Imazapyr (2 pound active per gallon)

Combine 1 to 2 ounces of Escort® XP Herbicide with 1 to 4 pints of imazapyr herbicide per acre and apply as a broadcast spray. For aerial applications use a minimum of 15 gallons per acre spray volume. In addition to species listed above controlled by Escort® XP Herbicide, this combination controls black gum, hophornbeam, sassafras, sweetgum, Vaccinium species, dogwood, myrtle dagoon, hickories, and persimmon.

Picloram* (2 pound active per gallon) + Imazapyr (2 pound active per gallon)

Combine 1 to 1 1/2 ounce of Escort® XP Herbicide with 2 to 8 fluid ounces of imazapyr and 1 to 2 pints of picloram per 100 gallons of water. Apply as a high volume spray. This tank mix controls cherry, elms, box elder, maples, hackberry, redbud, ash, oaks (including shingle oak), black locust, and sassafras.

*Picloram is a restricted use pesticide.

Spotgun Basal Soil Treatment

For control of multiflora rose, prepare a spray suspension of Escort® XP Herbicide by mixing 1 ounce per gallon of water. Mix vigorously until the Escort® XP Herbicide is dispersed and agitate periodically while applying the spray suspension.

Apply the spray preparation with an exact delivery handgun applicator. Apply at the rate of 4 milliliters for each 2 feet of rose canopy diameter. Direct the treatment to the soil within 2 feet of the stem union. When treating large plants and more than one delivery is required, make applications on opposite sides of the plant.

For best results, make applications from early spring to summer.

IMPORTANT PRECAUTIONS —NON-CROP BRUSH ONLY

- When using tank mixtures of Escort® XP Herbicide with companion herbicides, read and follow all use instructions, application rates, warnings, and precautions appearing on the labels. Follow the most restrictive label instructions for each of the herbicides used.

SPRAY EQUIPMENT

Low rates of Escort® XP Herbicide can kill or severely injure most crops. Following an Escort® XP Herbicide application, the use of spray equipment to apply other pesticides to crops on which Escort® XP Herbicide is not registered may result in their damage. The most effective way to reduce this crop damage potential is to use dedicated mixing and application equipment.

MIXING INSTRUCTIONS

1. Fill the tank 1/4 to 1/3 full of water.
2. While agitating, add the required amount of Escort® XP Herbicide.
3. Continue agitation until the Escort® XP Herbicide is fully dispersed, at least 5 minutes.
4. Once the Escort® XP Herbicide is fully dispersed, maintain agitation and continue filling tank with water. Escort® XP Herbicide must be thoroughly mixed with water before adding any other material.
5. As the tank is filling, add tank mix partners (if desired) then add the necessary volume of nonionic surfactant. Always add surfactant last.

6. If the mixture is not continuously agitated, settling will occur. If settling occurs, thoroughly re-agitate before using.
7. Escort® XP Herbicide spray preparations are stable if they are pH neutral or alkaline and stored at or below 100° F.
8. If Escort® XP Herbicide and a tank mix partner are to be applied in multiple loads, pre-slurry the Escort® XP Herbicide in clean water prior to adding to the tank. This will prevent the tank mix partner from interfering with the dissolution of the Escort® XP Herbicide.

PRODUCT PRECAUTIONS

- When used as directed, there is no grazing or haying restriction for use rates of 1 2/3 ounce per acre or less. At use rates greater than 1 2/3 ounce per acre and up to 3 1/3 ounce per acre, forage grasses may be cut for hay, fodder or green forage and fed to livestock, including lactating animals, 3 days after treatment.
- Injury to or loss of desirable trees or other plants may result if spray equipment is drained or flushed on or near these trees or plants, or on areas where their roots may extend, or in locations where the product may be washed or moved into contact with their roots.
- Treatment of powdery, dry soil or light, sandy soil when there is little likelihood of rainfall soon after treatment may result in off target movement and possible damage to susceptible crops when soil particles are moved by wind or water. Injury to crops may result if treated soil is washed, blown, or moved onto land used to produce crops. Exposure to Escort® XP Herbicide may injure or kill most crops. Injury may be more severe when the crops are irrigated. Do not apply Escort® XP Herbicide when these conditions are identified and powdery, dry soil or light or sandy soils are known to be prevalent in the area being treated.
- Applications made where runoff water flows onto agricultural land may injure crops. Applications made during periods of intense rainfall, to soils saturated with water, to surfaces paved with materials such as asphalt or concrete, or to soils through which rainfall will not readily penetrate may result in runoff and movement of Escort® XP Herbicide.
- Do not treat frozen or snow covered soil.
- Leave treated soil undisturbed to reduce the potential for Escort® XP Herbicide movement by soil erosion due to wind or water.

PRODUCT RESTRICTIONS

- Do not use on lawns, walks, driveways, tennis courts, or similar areas.
- Do not apply through any type of irrigation system.
- Do not use this product in the following counties of Colorado: Saguache, Rio Grande, Alamosa, Costilla and Conejos.
- Do not use this product in California.

SPRAYER CLEANUP

Spray equipment must be cleaned before Escort® XP Herbicide is sprayed. Follow the cleanup procedures specified on the labels of previously applied products. If no directions are provided, follow the six steps outlined below.

When multiple loads of Escort® XP Herbicide are applied, it is recommended that at the end of each day of spraying, the interior of the tank be rinsed with fresh water and then partially filled, and the boom and hoses flushed. This will prevent the buildup of dried pesticide deposits that can accumulate in the application equipment.

1. Drain tank; thoroughly rinse spray tanks, boom, and hoses with clean water. Loosen and physically remove any visible deposits.
2. Fill the tank with clean water and 1 gallon of ammonia (contains 3% active minimum) for every 100 gallons of water. Flush the hoses, boom, and nozzles with the cleaning solution. Then add more water to completely fill the tank. Circulate the cleaning solution through the tank and hoses for at least 15 minutes. Flush the hoses, boom, and nozzles again with the cleaning solution, and then drain the tank.
3. Remove the nozzles and screens and clean separately in a bucket containing cleaning agent and water.
4. Repeat step 2.
5. Rinse the tank, boom, and hoses with clean water.
6. Dispose of the rinsate on a labeled site or at an approved waste disposal facility. If a commercial cleaner is used follow the commercial cleaner directions for rinsate disposal.

Notes:

1. Mixing chlorine bleach with ammonia can cause dangerous gases to form. Clean spray equipment outdoors.
2. Use steam cleaning or other commercial cleaners to facilitate the removal of any caked pesticide deposits.

3. When Escort® XP Herbicide is tank mixed with other pesticides, all cleanout procedures for each product must be examined and the most rigorous procedure must be followed.
4. In addition to this cleanout procedure, all pre-cleanout guidelines on subsequently applied products must be followed as per the individual product labels.

SPRAY DRIFT MANAGEMENT

The interaction of many equipment and weather-related factors determines the potential for spray drift. The applicator is responsible for considering all these factors when making application decisions. Avoiding spray drift is the responsibility of the applicator.

IMPORTANCE OF DROPLET SIZE

The most effective drift management strategy is to apply the largest droplets which are consistent with pest control objectives. The presence of sensitive species nearby, the environmental conditions, and pest pressure may affect how an applicator balances drift control and coverage. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly or under unfavorable environmental conditions.

A droplet size classification system describes the range of droplet sizes produced by spray nozzles. The American Society of Agricultural and Biological Engineers (ASABE) provide a Standard that describes droplet size spectrum categories defined by a number of reference nozzles (fine, coarse, etc.). Droplet spectra resulting from the use of a specific nozzle may also be described in terms of volume mean diameter (VMD). Coarser droplet size spectra have larger VMD's and lower drift potential.

Controlling Droplet Size - General Techniques

- **Nozzle Type** - Select a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. The use of low-drift nozzles will reduce drift potential.
- **Pressure** - The lowest spray pressures recommended for the nozzle produce the largest droplets. Higher pressure reduces droplet size and does not improve canopy penetration. When higher flow rates are needed, using a higher-capacity nozzle instead of increasing pressure results in the coarsest droplet spectrum.
- **Flow Rate/Orifice Size** - Using the highest flow rate nozzles (largest orifice) that are consistent with pest control objectives reduces the potential for spray drift. Nozzles with higher rated flows produce coarser droplet spectra.

Controlling Droplet Size - Aircraft

- Nozzle Type - Solid stream, or other low drift nozzles produce the coarsest droplet spectra.
- Number of Nozzles - Using the minimum number of nozzles with the highest flow rate that provide uniform coverage will produce a coarser droplet spectrum
- Nozzle Orientation - Orienting nozzles in a manner that minimizes the effects of air shear will produce the coarsest droplet spectra. For some nozzles, such as solid stream, pointing the nozzles straight back parallel to the airstream will produce a coarser droplet spectrum than other orientations.
- Pressure - Selecting the pressure that produces the coarsest droplet spectrum for a particular nozzle and airspeed reduces spray drift potential. For some nozzle types, such as solid streams, lower pressures can produce finer droplet spectra and increase drift potential.

BOOM LENGTH (AIRCRAFT), AND APPLICATION HEIGHT

- Boom Length (aircraft) - Using shorter booms decreases drift potential. Boom lengths are expressed as a percentage of an aircraft's wingspan or a helicopter's rotor blade diameter. Shorter boom length and proper positioning can minimize drift caused by wingtip or rotor vortices.
- Application Height (aircraft) - Applications made at the lowest height that are consistent with pest control objectives and the safe operation of the aircraft will reduce the potential for spray drift.
- Application Height (ground) - Applications made at the lowest height consistent with pest control objectives, and that allow the applicator to keep the boom level with the application site and minimize bounce, will reduce the exposure of spray droplets to evaporation and wind, and reduce spray drift potential.

WIND

Drift potential is lowest when applications are made in light to gentle sustained winds (2-10 mph), which are blowing in a constant direction. Many factors, including droplet size and equipment type also determine drift potential at any given wind speed. **AVOID GUSTY OR WINDLESS CONDITIONS.**

Local terrain can also influence wind patterns. Every applicator is expected to be familiar with local wind patterns and how they affect spray drift.

TEMPERATURE AND HUMIDITY

Setting up equipment to produce larger droplets to compensate for droplet evaporation can reduce spray drift potential. Droplet evaporation is most severe when conditions are both hot and dry.

SURFACE TEMPERATURE INVERSIONS

Drift potential is high during a surface temperature inversion. Surface inversions restrict vertical air mixing, which may cause small suspended droplets to remain close to the ground and move laterally in a concentrated cloud. Surface inversions are characterized by increasing temperature with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Mist or fog may indicate the presence of an inversion in humid areas. Inversions may also be identified by producing smoke and observing its behavior. Smoke that remains close to the ground, or moves laterally in a concentrated cloud under low wind conditions indicates a surface inversion. Smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

SHIELDED SPRAYERS

Shielding the boom or individual nozzles can reduce the effects of wind. However, it is the responsibility of the applicator to verify that the shields are minimizing drift potential and not interfering with uniform deposition of the product.

AIR ASSISTED (AIR BLAST) FIELD CROP SPRAYERS

Air assisted field crop sprayers carry droplets to the target via a downward directed air stream. Some may reduce the potential for drift, but if a sprayer is unsuitable for the application and/or set up improperly, high drift potential can result. It is the responsibility of the applicator to determine that a sprayer is suitable for the intended application, that it is configured properly, and that drift potential has been minimized.

Note: Air assisted field sprayers can affect product performance by affecting spray coverage and canopy penetration. Read the specific crop use and application equipment instructions to determine if an air assisted field crop sprayer can be used.

SENSITIVE AREAS

Making applications when there is a sustained wind moving away from adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is an effective way to minimize the effect of spray drift.

DRIFT CONTROL ADDITIVES

Using product compatible drift control additives can reduce drift potential. When a drift control additive is used, read and carefully observe cautionary statements and all other information on the additive's label. If using an additive that increases viscosity, ensure that the nozzles and other application equipment will function properly with a viscous spray solution. Preferred drift control additives have been certified by the Chemical Producers and Distributors Association (CPDA).

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage and disposal.

Pesticide Storage: Store product in original container only. Store in a cool, dry place.

Pesticide Disposal: Waste resulting from the use of this product must be disposed of on site or at an approved waste disposal facility.

Container Handling:

Refer to the Net Contents section of this product's labeling for the applicable "Nonrefillable Container" or "Refillable Container" designation.

Nonrefillable Plastic and Metal Containers (Capacity Equal to or Less Than 50 Pounds): Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Nonrefillable Plastic and Metal Containers (Capacity Greater Than 50 Pounds): Nonrefillable container. Do not reuse or refill this container. Triple rinse container (or equivalent) promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank. Fill the container 1/4 full with water. Replace and tighten closures. Tip container on its side and roll it back and forth, ensuring at least one complete revolution, for 30 seconds. Stand the container on its end and tip it back and forth several times. Turn the container over onto its other end and tip it back and forth several times. Empty the rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Repeat this procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Nonrefillable Plastic and Metal Containers, e.g., Intermediate Bulk Containers [IBC] (Size or Shape Too Large to be Tipped, Rolled or Turned Upside Down): Nonrefillable container. Do not reuse or refill this container. Clean container promptly after emptying the contents from this container into application equipment or mix tank and before final disposal using the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom, and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

STORAGE AND DISPOSAL *(continued)*

Nonrefillable Paper or Plastic Bags, Fiber Sacks including Flexible Intermediate Bulk Containers (FIBC) or Fiber Drums With Liners: Nonrefillable container. Do not reuse or refill this container. Completely empty paper or plastic bag, fiber sack or drum liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Then offer for recycling if available or dispose of empty paper or plastic bag, fiber sack or fiber drum and liner in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

Refillable Fiber Drums With Liners: Refillable container (fiber drum only). Refilling Fiber Drum: Refill this fiber drum with Escort® XP Herbicide containing metsulfuron methyl only. Do not reuse this fiber drum for any other purpose. Cleaning before refilling is the responsibility of the refiller. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Disposing of Fiber Drum and/or Liner: Do not reuse this fiber drum for any other purpose other than refilling (see preceding). Cleaning the container (liner and/or fiber drum) before final disposal is the responsibility of the person disposing of the container. Offer the liner for recycling if available or dispose of liner in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. If drum is contaminated and cannot be reused, dispose of it in the manner required for its liner. To clean the fiber drum before final disposal, completely empty the fiber drum by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application or manufacturing equipment. Then offer the fiber drum for recycling if available or dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances.

All Other Refillable Containers: Refillable container. Refilling Container: Refill this container with Escort® XP Herbicide containing metsulfuron methyl only. Do not reuse this container for any other purpose. Cleaning before refilling is the responsibility of the refiller. Prior to refilling, inspect carefully for damage such as cracks, punctures, abrasions, worn out threads and closure devices. If damage is found, do not use the container, contact Bayer CropScience LP at the number below for instructions. Check for leaks after refilling and before transporting. If leaks are found, do not reuse or transport container, contact Bayer CropScience LP at the number below for instructions. Disposing of Container: Do not reuse this container for any other purpose other than refilling (see preceding). Cleaning the container before final disposal is the responsibility of the person disposing of the container. To clean the container before final disposal, use the following pressure rinsing procedure. Insert a lance fitted with a suitable tank cleaning nozzle into the container and ensure that the water spray thoroughly covers the top, bottom, and all sides inside the container. The nozzle manufacturer generally provides instructions for the appropriate spray pressure, spray duration and/or spray volume. If the manufacturer's instructions are not available, pressure rinse the container for at least 60 seconds using a minimum pressure of 30 PSI with a minimum rinse volume of 10% of the container volume. Drain, pour, or pump rinsate into application equipment or rinsate collection system. Repeat this pressure rinsing procedure two more times. Then, for Plastic Containers, offer for recycling if available or puncture and dispose of in a sanitary landfill, or by incineration. Do not burn, unless allowed by state and local ordinances. For Metal Containers, offer for recycling if available or reconditioning if appropriate, or puncture and dispose of in a sanitary landfill, or by other procedures approved by state and local authorities.

Outer Foil Pouches of Water Soluble Packets (WSP): Nonrefillable container. Do not reuse or refill this container. Offer for recycling if available or, dispose of the empty outer foil pouch in the trash as long as WSP is unbroken. If the outer pouch contacts the formulated product in any way, the pouch must be triple rinsed with clean water. Add the rinsate to the spray tank and dispose of the outer pouch as described previously.

Do not transport if this container is damaged or leaking. If the container is damaged, leaking or obsolete, or in the event of a major spill, fire or other emergency, contact Bayer CropScience LP at 1-800-334-7577, day or night.

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Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once.

By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Ineffectiveness, plant injury, other property damage, as well as other unintended consequences may result because of factors beyond the control of Bayer CropScience LP. Those factors include, but are not limited to, weather conditions, presence of other materials or the manner of use or application. All such risks shall be assumed by the user or buyer.

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