



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR	1.00000	EA	\$5,118,766.000000	\$5,118,766.00

Comm Code	Manufacturer	Specification	Model #
70141604			

<b>Extended Description :</b>	DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR - HERBICIDE SPRAY
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**Comments:** Pricing pages attached per Section 4.2 of the bid specifications



**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 US	<b>Vendor Name, Address and Telephone</b> <i>Allen Chase Enterprises, Inc.</i> <i>24 County Route 1A</i> <i>Oswego, NY 13126</i> <i>(315) 216-6337</i>
WV 25302	

**FOR INFORMATION CONTACT THE**  
 Dusty J Smith  
 (304) 558-9398  
 dusty.j.smith@wv.gov

Signature *[Handwritten Signature]* FEIN # *26-0782987* DATE *3/28/19*

**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

<b>DOT1900000039</b>	<b>Document Phase</b> Final	<b>Document Description</b> DOT6619C045-VEGETATION MANAGEMENT WITH OPERATOR	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION  
**Vegetation Management with Operator**

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**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](http://www.epa.gov).
  - 2.6 **“WVDA”** used throughout this Solicitation means West Virginia Department of Agriculture. Please reference [www.wvagriculture.org](http://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.

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**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

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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.



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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.

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**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.

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**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

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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

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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](mailto: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

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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

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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:**

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- 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,



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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: Barry Trimble  
Telephone Numbers: (315) 216-16337  
Fax Number: (866) 247-3844  
Email Address: btrimble@chase-corp.com

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** ARFQ 0803 DOT 1900000039

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)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Allen Chase Enterprises, Inc.  
Full Company Name

  
Authorized Signature

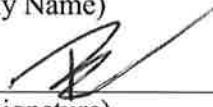
3/28/19  
Date

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

**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.

Allen Chase Enterprises, Inc.  
(Full Company Name)

  
(Authorized Signature)

Barry Trimble, Manager  
(Print or Type Name and Title of Signatory)

(315) 216-6337  
(Phone Number)

(866) 247-3844  
(Fax Number)

btrimble@chase-corp.com  
(Email address)

3/28/19  
(Date)

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

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Allen Chase Enterprises, Inc. Address: 24 County Route 1A

Oswego, NY 13126

Name of Authorized Agent: Allen L. Chase Address: 36 West Shore Oaks Drive

Oswego, NY 13126

Contract Number: \_\_\_\_\_ Contract Description: Vegetation Management with Operator

Governmental agency awarding contract: WV DOT

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: 

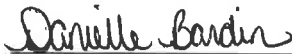
Date Signed: 3/28/19

**Notary Verification**

State of New York, County of Oswego:

I, Allen L. Chase, 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 28 day of March, 2019.



Notary Public's Signature DANIELLE BARDIN  
Notary Public, State of New York  
No. 01BA6142945  
Qualified in Oswego County  
Commission Expires March 27, 2022

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

**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'.		
		<b>Proposed Product Name</b>	
		<b>EPA Reg #</b>	
	5.A. Solution shall include the following:		
	5 pounds Krovar or equal to	Krovar 1DF	432-1551
	5 pounds Diuron or equal to	Diuron 80DF	81927-12
	6 ounces Milestone or equal to	Milestone	62719-519
	.5 ounces Metcel or equal to	ESCORT XP	432-1549
	2 quarts Accord XRT II or equal to	Accord XRT II	62719-556
	1 pint Surfactant or equal to	Aquachem 90	EXEMPT
	5.B. Solution shall include the following:		
	6 ounces Milestone or equal to	Milestone	62719-519
	.5 ounces Metcel or equal to	ESCORT XP	432-1549
	2 quarts Accord XRT II or equal to	Accord XRT II	62719-556
6 pounds Diuron or equal to	Diuron 80DF	81927-12	
1 pint Surfactant or equal to	Aquachem 90	EXEMPT	
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. Swath range 4' to 50'.		
		<b>Proposed Product Name</b>	
		<b>EPA Reg #</b>	
	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	Aquachem 90	EXEMPT
	6.B. Late Season (July) - Solution shall include the following:		
	2 gallons Krenite or equal to	Krenite S	42750-247
	1 quart Surfactant or equal to	Aquachem 90	EXEMPT
	4 ounces Arsenal or equal to	Arsenal Powerline	241-431
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 XP	432-1549	
1 quart Surfactant or equal to	Aquachem 90	EXEMPT	
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied.		
		<b>Proposed Product Name</b>	
		<b>EPA Reg #</b>	
	7.A. Solution shall include the following:		
	6 pounds Diuron or equal to	Diuron 80DF	81927-12
	6 ounces Milestone or equal to	Milestone	62719-519
	.5 ounces Metcel or equal to	ESCORT XP	432-1549
2 quarts Accord XRT II or equal to	Accord XRT II	62719-556	
1 quart Surfactant or equal to	Aquachem 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'.		
		<b>Proposed Product Name</b>	
		<b>EPA Reg #</b>	
	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	2,4-D	81927-38	
1 quart Surfactant or equal to	Aquachem 90	EXEMPT	
<b>Location of Vendor's Base Station</b>			
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:		
	Allen Chase Enterprises, Inc. 24 County Route 1A Oswego, NY 13126		

# State of West Virginia



## Certificate

*I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that*

**ALLEN CHASE ENTERPRISES, INC.**

**Control Number: 9ANRJ**

a corporation formed under the laws of New York has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of September 27, 2018.

Therefore, I issue this

### **CERTIFICATE OF AUTHORITY**

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
September 27, 2018*

*Mac Warner*

*Secretary of State*

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**ALLEN CHASE ENTERPRISES, INC.  
24 COUNTY ROUTE 1A  
OSWEGO, NY 13126-5912**

BUSINESS REGISTRATION ACCOUNT NUMBER: **2363-4523**

This certificate is issued on: **10/09/2018**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.



STATE OF WEST VIRGINIA  
DEPARTMENT OF AGRICULTURE

**LICENSED PESTICIDE APPLICATION BUSINESS**

Issued to:  
**Allen Chase Enterprises Inc.**  
24 County Route 1A  
Oswego NY 13126

Categories of Operation

7 - Right-of-Way/Industrial  
Weed

Qualifying Individual: **Allen L Chase**

License No: **1778**  
Plants ID: **ØØ1FZ1**  
Date Issued: **11/9/2018**  
Expiration Date: **12/31/2019**

Commissioner of Agriculture



SIGNATURE

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*Has met the requirements of the State Code of West Virginia, Chapter 19, Article 16A, Section 7, to engage in the business of applying pesticides.*

Visit <https://wvplants.wvda.us> for pesticide exam and recertification meeting locations and to review your business information.



# NOTICE OF SMALL BUSINESS SELF-CERTIFICATION



The Department is pleased to announce that

## **ALLEN CHASE ENTERPRISES**

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, with the following designation:

**BUSINESS TYPE(s): Construction Contractor**

**CERTIFICATION NUMBER: 420003-2016-09-SB**

**CERTIFICATION TYPE: Small Business**

**ISSUE DATE:**

**09/22/2016**

**EXPIRATION DATE:**

**09/22/2017**

A handwritten signature in black ink, appearing to read "Curtis M. Topper".

---

Curtis M. Topper, Secretary  
Department of General Services  
Commonwealth of Pennsylvania

# AQUACHEM 90

## Nonionic Surfactant and Wetting Agent

### Principal Functioning Agents:

Alkyl Phenol Ethoxylate and Alcohol Ethoxylate .....	90%
Constituents Ineffective as a Spray Adjuvant .....	10%
Total .....	100%

All ingredients in this product are exempt from the requirements of a tolerance as specified under Title 40, Code of Federal Regulations 180.

### KEEP OUT OF REACH OF CHILDREN



## WARNING

### PRECAUTIONARY STATEMENTS

**WARNING:** Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Causes eye and skin irritation. Harmful if swallowed or if in contact with skin. Do not get on skin, in eyes, or on clothing. Do not eat, drink, or smoke while using this product. Avoid breathing spray mist. Wash thoroughly with soap and water after handling and before eating, drinking, using tobacco or using the toilet. Take off contaminated clothing and wash before reuse. Avoid release to the environment.

### PERSONAL PROTECTIVE EQUIPMENT (PPE)

Wear eye protection, face protection, protective gloves and protective clothing.

### FIRST AID

#### IF IN EYES:

Rinse cautiously with water for 15 to 20 minutes. Remove contact lenses, if present and easy to do so. Continue rinsing. If eye irritation persists, get medical attention.

#### IF SWALLOWED:

Call a poison control center or doctor if you feel unwell. Rinse mouth.

#### IF ON SKIN OR CLOTHING:

Immediately take off contaminated clothing and wash before reuse. Rinse skin immediately with plenty of water for 15 to 20 minutes. If skin irritation occurs seek medical advice / attention.

### GENERAL INFORMATION

**AQUACHEM 90** is a general purpose, low foam nonionic surfactant; spreader/penetrant for use on plants to maximize the effectiveness of insecticides, herbicides (aquatic and terrestrial), fungicides, and defoliant. It is designed for quick wetting, uniform droplet distribution, and increased spray retention on leaf and stem surfaces. **AQUACHEM 90** incorporates the properties of a spreader and activator to improve wetting, spreading, contact activity, and penetration.

**Manufactured For:**  
ARBORCHEM PRODUCTS  
943 Nixon Drive  
Mechanicsburg, PA 17055  
717-766-6661

### DIRECTIONS FOR USE

REFER TO PESTICIDE LABEL FOR SPECIFIC CROP USE AND APPLICATION RATES. Prior to use, read and follow all directions on this label and on the label of the pesticide being used. Generally, use 1 to 2 pints (0.125 – 0.25% v/v) per 100 gallons of spray solution.

Needed rates of **AQUACHEM 90** may vary with conditions of application. Add sufficient **AQUACHEM 90** to form a smooth, uniform spray deposit. For best mixing results, fill the spray tank half to three quarters full, add antifoam and begin agitation. Consult the pesticide or fertilizer labels for recommended sequence of addition. The pesticide manufacturer's label for specific usages and restrictions have precedence over DIRECTIONS FOR USE referred to on this label.

**ENVIRONMENTAL HAZARDS:** Do not contaminate water when cleaning equipment or disposing of equipment wash waters.

### STORAGE AND DISPOSAL INFORMATION

**STORAGE:** Store product locked up in original container away from pesticides, fertilizers, and food or feed, and keep container tightly closed when not in use. Do not use, spill, or store near heat or open flames. Take care to prevent water from being introduced to the contents of this container. Shake well before use. PROTECT FROM FREEZING.

**DISPOSAL:** Do not contaminate water, food, or feed by storage or disposal. Empty container may contain explosive vapors or hazardous residues. Triple rinse container and pour rinsate into spray tank. Do not reuse container. Recycling decontaminated containers is the best option of container disposal. The Agricultural Container Recycling Council (ACRC) operates the national recycling program. To contact your state and local ACRC recycler visit [www.acrcycle.org](http://www.acrcycle.org). Dispose of contents/container in accordance with local/national regulations.

### NOTICE OF WARRANTY

Seller warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for purposes stated on such label only when used in accordance with the directions under normal use conditions. It is impossible to eliminate all risks inherently associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of the Seller. IN NO CASE SHALL SELLER BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT. ALL SUCH RISKS SHALL BE ASSUMED BY THE BUYER. SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE NOR ANY OTHER EXPRESS OR IMPLIED WARRANTY EXCEPT AS STATED ABOVE.

**NET CONTENTS:** 2.5 Gallons (9.45 liters) per bottle  
**PACKAGED:** 2 X 2.5 Gallons

West Virginia Dept. of Agriculture  
Pesticide Regulatory Programs  
1900 Kanawha Blvd., East  
Charleston, WV 25305-0190

### APPLY PESTICIDES CORRECTLY

\* LICENSES EXPIRE DECEMBER 31ST EACH YEAR  
\* IF YOU HAVE ANY QUESTIONS, CALL (304) 558-2209

Here is your new applicator/technician card. Keep this stub for your records.  
Please remove the punch out license and retain this sheet for your category information.

The category(ies) you are certified or registered in and the year it expires are listed below. \* 20 credits are required each 3 year period for applicators and 4 credits every year for registered technicians.

Check your applicator information at <https://wvplants.wvda.us>

Visit <https://wvplants.wvda.us> for pesticide exam and recertification meeting locations and to review your business information. (Your Plants ID: 001FW9 and your Pin: 33609).

### YOUR PESTICIDE LICENSE IS ATTACHED BELOW.

↙ PUNCH OUT LICENSE CARD HERE ↘

15135

7

FOR USE ONLY IN CATEGORIES ABOVE  
WEST VIRGINIA CERTIFICATION

C07191

Expires: 12/31/2019      C07191  
Commercial Pesticide Applicator  
**Allen L Chase**  
Allen Chase Enterprises Inc.  
24 County Route 1A  
Oswego NY 13126

**Allen L Chase**

Continuing Education Credit Information	Credits Acquired	Credits Required	Credits Needed
7-Right-of-Way/Industrial Weed	0	20	20
Due 12/31/2021			

NOT  
TRANSFERABLE



AUTHORIZED REPRESENTATIVE

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. <b>Material supplied by the WVDOH.</b>	ACRE	300	163.00	48,900.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	10	40.00	400.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	125	41.00	5,125.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	5	200.00	1,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	240.00	2,400.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	244.00	73,200.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	166.00	49,800.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	223.00	2,230.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	110.00	11,000.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	328.00	3,280.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	5	225.00	1,125.00
	GRAND TOTAL PER DISTRICT				\$ 198,460.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	300	163.00	48,900.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	550	40.00	22,000.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	1,650	41.00	67,650.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	330	200.00	66,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	240.00	72,000.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	244.00	73,200.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	145.00	239,250.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,650	223.00	367,950.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,650	95.00	156,750.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	17	328.00	5,576.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	33	225.00	7,425.00
	GRAND TOTAL PER DISTRICT				\$1,126,701.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	250	163.00	40,750.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	10	135.00	1,350.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	100	133.00	13,300.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	10	244.00	2,440.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	200	277.00	55,400.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	180.00	1,800.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	132.00	1,320.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	300	206.00	61,800.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	135.00	1,350.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	365.00	3,650.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	20	297.00	5,940.00
	GRAND TOTAL PER DISTRICT				\$ 189,100.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	1,025	140.00	143,500.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	200	40.00	8,000.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	900	41.00	36,900.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	50	200.00	10,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	900	240.00	216,000.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	125	180.00	22,500.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	90.00	9,000.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	400	190.00	76,000.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	400	95.00	38,000.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	175.00	1,750.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	30	225.00	6,750.00
	GRAND TOTAL PER DISTRICT				\$568,400.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	8	695.00	5,560.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	0		
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	0		
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. <b>Material supplied by the WVDOH.</b>	ACRE	0		
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0		
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0		
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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		
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0		
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0		
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0		
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	0		
	GRAND TOTAL PER DISTRICT				5,560.00
9	Mobilization Cost	MILE	X		



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. <b>Material supplied by the WVDOH.</b>	ACRE	900	140.00	126,000.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	1,200	40.00	48,000.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	2,700	41.00	110,700.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	100	200.00	20,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	900	240.00	216,000.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,200	180.00	216,000.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	90.00	243,000.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	190.00	1,900.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	2,700	95.00	256,500.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	175.00	17,500.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	225.00	22,500.00
	GRAND TOTAL PER DISTRICT				*1,278,100.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	200	163.00	32,600.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	60	135.00	8,100.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	200	133.00	26,600.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	10	244.00	2,440.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	277.00	13,850.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	180.00	9,000.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	132.00	1,320.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	25	206.00	5,150.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	25	135.00	3,375.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	365.00	3,650.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	297.00	2,970.00
	GRAND TOTAL PER DISTRICT				\$109,055.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	150	159.00	23,850.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	10	122.00	1,220.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	260	79.00	20,540.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	10	200.00	2,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	233.00	2,330.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	168.00	16,800.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	90.00	900.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	100	185.00	18,500.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	160	92.00	14,720.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	175.00	1,750.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	225.00	2,250.00
	GRAND TOTAL PER DISTRICT				\$ 104,860.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	350	159.00	55,650.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	50	124.00	6,200.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	500	122.00	61,000.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	50	200.00	10,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	350	233.00	81,550.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	350	168.00	58,800.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	90.00	22,500.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	500	175.00	87,500.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	250	95.00	23,750.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	175.00	8,750.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	225.00	11,250.00
	GRAND TOTAL PER DISTRICT				342,950.00
9	Mobilization Cost	MILE	X		

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. <b>Material supplied by the WVDOH.</b>	ACRE	500	163.00	81,500.00
2	Median Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	200	82.00	16,400.00
3	Brush Control Spray Area - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material supplied by the WVDOH.</b>	ACRE	1,000	87.00	87,000.00
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. <b>Material supplied by the WVDOH.</b>	ACRE	50	200.00	10,000.00
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. <b>Material to be supplied by Vendor.</b> Swath Range 3' to 50'.				
	5.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	500	292.00	146,000.00
	5.B. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	500	244.00	122,000.00
6	Brush Control - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> 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	166.00	166,000.00
	6.B. Late Season (July) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,000	244.00	244,000.00
	6.C. Late Season (September) - Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	1,000	218.00	218,000.00
7	Escape Ramps and Storage Lots - between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b>				
	7.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	10	328.00	3,280.00
8	Wild Flower Plots - handheld or backpack style sprayer or similar sprayer between 25 and 50 gallons of solution, per acre, sprayed or applied. <b>Material to be supplied by Vendor.</b> Swath range 4' to 150'.				
	8.A. Solution shall include all material listed on the Information Attachment Form for this item.	ACRE	50	348.00	17,400.00
	GRAND TOTAL PER DISTRICT				1,111,580.00
9	Mobilization Cost	MILE	X		

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: Allen Chase Enterprises, Inc.

Authorized Signature: [Signature] Date: 3/28/19

State of New York

County of Oswego, to-wit:

Taken, subscribed, and sworn to before me this 28 day of March, 2019.

My Commission expires March 27, 2022.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Danielle Bardin

**DANIELLE BARDIN**  
Notary Public, State of New York  
No. 01BA6142945  
Qualified in Oswego County  
Commission Expires March 27, 2022

*Purchasing Affidavit (Revised 01/19/2018)*



# ESCORT<sup>®</sup> XP

GROUP 2 HERBICIDE

## HERBICIDE

### Dry Flowable

**Active Ingredient**  
Metsulfuron methyl  
Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]carbonyl]amino]sulfonylbenzoate..... 60%  
**Other Ingredients** ..... 40%  
**TOTAL** ..... 100%

### By Weight

EPA Reg. No. 432-1549  
EPA Est. No. 065604-AR-001  
Nonrefillable Container

**KEEP OUT OF REACH OF  
CHILDREN  
CAUTION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

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

**Net Weight**  
**1 Pound**  
**84122394**  
A01798371 150622A1/4

## AGRICULTURAL USES

### AGRICULTURAL USE REQUIREMENTS

Use this product only in accordance with the labeling and with the Worker Protection Standard, 40 CFR part 170. This Standard contains requirements for the protection of agricultural workers on farms, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for testing, 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 prints, walls, or water is:

- Shirts and pants
- 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 effected 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

## **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 agricutlural 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.



#### **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 datron, 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.

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
Willman	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 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.

### **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.

## 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, indiangrass, Klinggrass, love-grasses (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
	Durum, white clover, and sweet clover	1/10 to 2/10	12
ALL STATES NOT INCLUDED ABOVE	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
	Russian wildrye	1/10 to 1/2	1
ALL AREAS WITH SOIL PH OF 7.5 OR LESS	Green needlegrass, switchgrass, sheep fescue	1/10 to 1	1
	Meadow brome, smooth brome, alla fescue, red fescue, meadow foxtail, orchardgrass, Russian wildrye, timothy	1/10 to 1	2

(continued)

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 1-2	1 3
Bluestem, Big	1/2-2	3
Brome, Mountain	1/2-1 1-2	1 2
Gramma, Blue	1/2-2	1
Gramma, Sideoats	>1/2	>3
Switchgrass	1/2	2
Wheatgrass, Thickspike	>1/2	>3
Wheatgrass, Western	1-2 1/2-1	1 2 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 - big	Switchgrass - blackwell
little plains	Wheatgrasses - bluebunch
sand	crested intermediate
WW spar	Buffalograss
Buffalograss	Green sprangletop
Kleingrass	Lovegrasses - atherstone
atherstone	sand
wEEPing	wilman
Orchardgrass	Wildrye grass - 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 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.

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	Marshall/horseweed****
Common chickweed	Maximillion sunflower
Common groundsel	Minters lettuce
Common purslane	Pennsylvania smartweed
Common yarrow	Plains coreopsis
Conical catchfly	Plantain

(continued)

## 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 (ounce/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 "Embank" 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 "Embank".

### 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.

### **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.



### **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.

## 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 rinseate into application equipment or rinseate 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 rinseate 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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# Escort<sup>®</sup> XP

GROUP 2 HERBICIDE

## HERBICIDE

### Dry Flowable

#### Active Ingredient

Mesuluron methyl

Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)amino]-carbonyl]amino]sulfonfylbenzoate.....

Other ingredients .....

TOTAL

EPA Reg. No. 432-1649

EPA Est. No. 065604-AR-001

Nonrefillable Container

### By Weight

60%

40%

100%

**KEEP OUT OF REACH OF  
CHILDREN  
CAUTION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail.)

Net Weight  
**1 Pound**  
**84122394**  
A01796371 1506222MVA

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

### 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 testing, toxicology, assistance, and training, decontamination, notification, and emergency assistance. It also contains specific requirements for employers and employees. For more information 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 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 for treatment advice. A poison control center or doctor can also be reached directly by telephone at 1-800-368-5777 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

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