# **Pesticide Application Record**

**Bureau of State Parks** White Clay Creek Preserve Region 4 Applicator License #710323

	Name of Park: White Clay Creek Preserve						
	County: Chester						
	Park Address: 405 Sharpless rd. Landenberg Pa 19350						
10	Telephone Number: <u>610-274-2900</u>						
ב ט	Park Manager: Rob Campion						
אַ	Date of Application: 09/20/2023						
	Time of Application: 3 Hour From: 10:30am To: 01:30pm						
5	***********************						
<u>v</u>	Type of Area Treated (Ex: Gravel Parking Lot, Wooded Area, Etc.): Meadow						
Application Site (Be Specific): Big Elk Creek Pollinator Meadows on Mt. Olivet  Type of Area Treated (Ex: Gravel Parking Lot, Wooded Area, Etc.): Meadow  Purpose: Spot treatment of Invasive species – Poison Hemlock, Knotweed, Poison Ivy							
	Weather During Application (Ex. Clear, Dry, 75°): <u>Dry, Sunny, 68°</u>						
orare Repr	Date of Last Rain: <u>09/17/2023</u>						
מ	*********************						
<i>'</i> '	Pesticide Used (Brand Name): Garlon 3A, Rodeo, Cide-kick II, Bullseye						
ט	Rormulation (Granular, Liquid, Etc.): <u>Liquid</u>						
5	Method of Application: <u>Back Pack Sprayer</u>						
2	total Amount of Pesticide Used (Before Dilution, Ex. 2 qt./acre): 96oz., 64oz., 30oz., 10oz.						
<u>D</u>							
ומווו							
Name and Permit Number (if applicable) of Person(s) Doing Application:							
							Nicholas Duca 710323 Jean Lynch Ian Notte
	Name and Permit Number of Person Supervising Application of Pesticide:						
	<u>N/A</u>						
	Signature: Date: 09/20/2023						

# **JOB WORK SHEET**

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#### 4/7/2023

#### **SPECIFICATIONS**

#### SITE PREPARATION/WEED SUPPRESSION PROJECT

### BUREAU OF STATE PARKS BIG ELK CREEK STATE PARK CHESTER COUNTY

#### **SCOPE OF WORK:**

The Department of Conservation and Natural Resources (DCNR), Bureau of State Parks, Big Elk Creek State Park requires **chemical herbicide application services** to suppress invasive annual and perennial weeds in previously cultivated fields in preparation for pollinator habitat planting. The treatment recommendations were developed to suppress annual and perennial weeds in a former crop field and two small former pasture areas to reduce competition during establishment of desirable native warm season grasses and native forbs. The services shall include, but are not limited to, the furnishing of all materials, herbicides, laborer, superintendence, tools, and equipment required for the ground application of herbicides as per the following specifications.

Any questions concerning the technical aspects or concerning the site characteristics should be directed to Jean Lynch, Field Services Specialist, <a href="mailto:jealynch@pa.gov">jealynch@pa.gov</a>; phone (610) 858-9647.

#### PROJECT LOCATION AND CHARACTERISTICS:

The work area consists of:

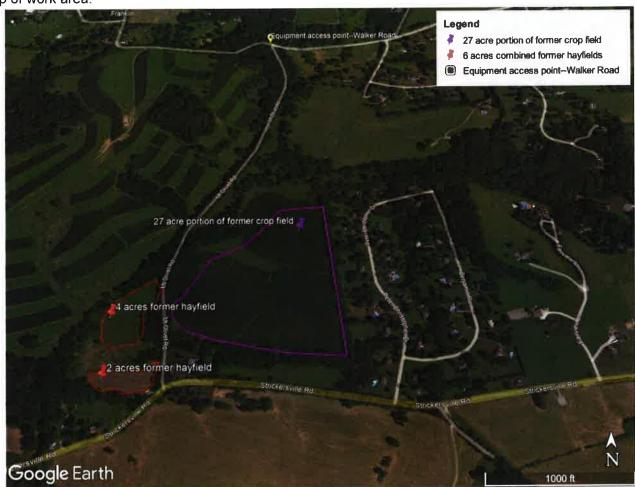
One 27-acre block on the east side of a tributary to Big Elk Creek near Mount Olivet Trail (a decommissioned road). The field is adjacent to the trail between Walker Road and Stricklersville Road in Big Elk Creek State Park, Franklin Township, Chester County. The site must be accessed from the trail, which is the former Mount Olivet Road. Equipment must enter the trail via the Walker Road entrance. There is a weight limitation of 10 tons on this trail. The block is about 26 acres of cornfield harvested in fall 2022, and about an acre of grass.

Two small former hayfields separated by a wetland area. The total pasture area to be treated is about 6 acres. One section is about 4 acres and the other is about 2 acres. These pastures are on the opposite side of Mount Olivet Trail from the cornfield. It may be possible for equipment to access one or both of these former hayfields from the Stricklersville Road entrance to the trail.

All work will be performed in terrestrial upland areas; however, due to the sensitive nature of nearby habitats, all herbicide formulations and adjuvants must be labeled for use in aquatic and terrestrial sites. See. ACCEPTABLE HERBICIDE FORMULATIONS AND DELIVERY METHODS below.

Contractor should provide a quote breaking down cost of each of the two work items (#1, 27-acre cornfield; #2, 6 acres of hayfield). DCNR Field Service Specialist will decide whether to include both items or only item #1 before a final agreement is made. Payment will be made only for work items actually performed.

Map of work area!



#### SITE INSPECTION:

Site inspections prior to quotes can be arranged by contacting Jean Lynch, Field Service Specialist, at 610-858-9647 or jealynch@pa.gov, Monday through Friday between 8:00 a.m. and 4:00 p.m.

#### D. CONTRACTOR QUALIFICATIONS:

Prospective contractor must be a currently Licensed Pesticide Applicator with the Commonwealth at the time of quote in categories appropriate for ground spraying in Pennsylvania State Parks, and the prospective contractor must have an office(s), maintenance facilities, equipment, employees, and qualified equipment operators and mechanics, and have tools, equipment, and spare parts for the make and type of equipment indicated in these specifications.

#### E. CONTRACT ADMINISTRATIVE REQUIREMENTS:

All contracts must be completed by the termination date. The Bureau of State Parks reserves the right to evaluate the proposed spray operation, including but not limited to equipment operators, spray equipment and operating plan, and reject any part of the operation that, in the Bureau of State Parks' opinion, will result in unsatisfactory performance.

#### **GENERAL CONTRACT TASKS:**

- 1. PURPOSE The purpose and intent of this document is to provide specifications for herbicide(s), equipment, application, and other operational requirements necessary for a properly prepared and executed contract and for securing proper equipment, dispersal systems, service facilities, qualified ground personnel, and qualified equipment operators capable of making a proper application of herbicide and performing necessary related functions.
- 2. ACREAGE The Bureau of State Parks requires treatment for 27 acres of former crop field and 6 acres of former hayfield at Big Elk Creek State Park. The treatment areas are being converted to wildlife/pollinator habitat.
- 3. SPECIES TO BE CONTROLLED Ground application of glyphosate-based herbicide on 27 acres of former crop field and 6 acres of former hayfield. Control all emerging annual and perennial plants, in preparation for native warm-season grass and forb seeding.

RECALL - The contractor may be recalled to treat any area(s) that were missed or to retreat area(s) because of faulty application, wash-off, or inadequate herbicide effectiveness. The Bureau of State Parks will resolve any disputes between the contractor and the Bureau of State Parks. Recall spraying and respraying resulting from misses and faulty application will be at the contractor's expense. The contractor will be required to treat, without any additional compensation, areas not treated due to skips, faulty application or equipment limitations that were not immediately apparent after initial application. The park manager or field service specialist will make this decision up to six (6) weeks after completion of a spray block and will transmit a final written decision to the contractor with the exact locations and time frames of the areas that must be retreated. Thereafter, the contractor will be required to complete the retreatment by the date specified in the park manager's letter.

4. DAMAGE TO COMMONWEALTH PROPERTY - The contractor shall be responsible for any damage to Commonwealth property resulting from the improper use of equipment for this spray operation. The contractor will be given one (1) written warning that damage is becoming excessive and if the action continues damages will be assessed.

State Park Facilities - Contractor shall immediately repair in a manner which meets with the approval of the Park Manager, any damage to State Park roads and/or other facilities, including access roads, resulting from the contractor's use for this spray operation. General wear and tear are accepted. The Park Manager may notify the contractor in writing to temporarily discontinue use of any of the above whenever in their opinion such action is necessary to prevent serious damage.

#### INDIVIDUAL CONTRACT SPECIFICATIONS:

- 1. County/Townships Involved: Chester County, Franklin Township
- 2. State Park: Big Elk Creek State Park
- 3. Type of Treatment: Broadcast non-residual herbicide treatments
- 4. Total Anticipated Acres: 33 acres (27 acres former crop field and 6 acres former hay field)
- 5. Estimated Starting Date: Following contract approval.
- 6. Estimated Ending Date: May 12, 2023.

#### **OBLIGATIONS OF THE CONTRACTOR:**

- 1. GENERAL The contractor is obligated to furnish spray equipment, spray materials, support equipment, and personnel necessary to produce an herbicide application in accordance with the contract specifications. Other sections in these contract specifications give more specific information on the equipment and personnel required. The contractor maintains responsibility for an entire contract even if another organization is providing part of the equipment and personnel.
  - PESTICIDE APPLICATION BUSINESS LICENSE The contractor must show proof of a valid Pesticide Application Business License issued by the Pennsylvania Department of Agriculture (PDA) in a category appropriate for ground spraying of state parks. Proof of Pesticide Applicator License must be furnished at the time the contractor provides the quote.
  - **PROOF OF INSURANCE** The contractor must provide proof of insurance as specified for equipment owned, leased, rented, subcontracted, or otherwise utilized by the contractor and for all personnel hired, subcontracted, or otherwise employed by the contractor per requirements in Section J.
- 4. SPRAY MATERIALS The contractor is responsible for the purchase of the herbicide and any dilutants used in this project. Specific details on herbicides and dilutants are given in Section I.
- 5. **START DATE** The contractor must notify the Park Manager three (3) days prior to the beginning of application.

- 6. MAINTENANCE The contractor must maintain a readily available on-site inventory of commonly needed spare parts and spare equipment including, but not limited to, pumps, pump seals, and other components to provide current maintenance on the spray system and equipment, the mixing and pumping system, the support trucks, and the storage tanks and to provide for immediate replacement of critically needed parts and equipment. Routine maintenance must be conducted only at times that will not interfere with the spray operation. Care shall always be taken to prevent leakage of spray material.
- 7. **SECURITY** Guard service for the spray equipment and/or support equipment is the responsibility of the contractor.
- **8. FIELD EXPENSES AND TRANSPORTATION** Costs incurred in the operation and maintenance of all contractor equipment are the responsibility of the contractor.
- 9. SPILL CLEANUP EXPENSES The contractor is responsible for all cleanup activity and costs resulting from any contamination caused by the accidental or intentional spilling, leakage, or dumping of herbicide, fuel, oil, or any other contaminant from contractor supplied equipment.
- **10. SAFETY** The contractor is required to conduct all operations in a safe manner. The contractor must provide essential safety equipment including, but not limited to, properly sized and coded fire extinguishers and spill-containment materials and supplies.

#### **HERBICIDES AND ADJUVANTS:**

1. PURCHASING, STORAGE, AND TRANSPORTATION - The contractor must purchase the herbicide used on this project, pay all applicable sales and use taxes, and arrange for delivery of the product to a suitable site where it will be secure and protected from damage. The contractor must assure that adequate supplies of herbicide are strategically located in the contract area to assure an efficient operation. The contractor must also assure that its personnel and Bureau of State Parks personnel are aware of the locations of these supplies.

The contractor is responsible for handling and transporting the herbicide from the storage site to the treatment area.

**MSDS** - The contractor must keep a copy of the Safety Data Sheets (SDS) available on site throughout the course of the project for any herbicide or other materials requiring an SDS which are supplied by the manufacturer for the project.

 ACCEPTABLE HERBICIDE FORMULATIONS AND DELIVERY METHODS - All spraying will be conducted with the acceptable formulations and delivery methods identified below. Contractor must follow all label restrictions regarding use near perennial standing water or streams.

#### Ground application of post emergent herbicide treatment

Use ground application equipment to apply herbicide to work areas at the appropriate labeled rate to control emerged annual and perennial vegetation.

Work areas are upland areas, but due to the proximity to wetlands and streams, all herbicides and nonionic surfactants shall be formulations approved for use in aquatic and terrestrial environments.

Acceptable herbicides include Roundup Custom (53.8% glyphosate) or other glyphosate-based product labeled for use in aquatic and terrestrial environments, as agreed upon by both contractor and Field Service Specialist. Please specify the herbicide product that you intend to use in your proposal.

Acceptable herbicide application rates may be 2 quarts/acre, 2.5 quarts/acre, or 3 quarts/acre. Please specify the application rate in your proposal.

Nonionic surfactant compatible with use in aquatic environments will be added per label instructions. Please specify the surfactant that you intend to use in your proposal.

Treatment shall be applied by UTV or other vehicle with tank and boom sprayer with (preferably flat) nozzles capable of controlled application of herbicide. Equipment shall not exceed the 10-ton weight limit of the trail/access road. Please specify the equipment that you intend to use in your proposal.

**4. CONTAINER DISPOSAL** - The contractor is responsible for the proper disposal of all herbicide and adjuvant containers as specified on the product label.

## INSURANCE AND LICENSE REQUIREMENTS:

The contractor shall purchase and maintain at its expense the following types of insurance, issued by companies acceptable to the Commonwealth.

Such policy(s) shall name as an additional insured:

Commonwealth of Pennsylvania

Department of Conservation and Natural Resources

Bureau of State Parks

P.O. Box 8551

Harrisburg, PA 17105-8551

Prior to the commencement of work under this contract, contractor must provide the Commonwealth with current Certificates of Insurance. These certificates shall contain a provision that coverages afforded under the policy shall not be canceled or changed until at least thirty (30) days prior written notice has been given to the Commonwealth.

Obtained by Office of State Representative John Lawrence December 29, 2023

These certificates may include; Workman's Compensation Insurance, Comprehensive General Liability Insurance, Automotive Liability Insurance, Environmental Impairment Liability Insurance, and Subcontractors/Leased Equipment Liability Insurance.

#### K. CONTRACT AWARD:

The contract shall be awarded based on the price per acre. Please indicate a price per acre in your proposal.

The per acre price shall include the cost of herbicides and related chemicals, labor, insurance, and all miscellaneous expenses necessary for the completion of the tasks.

The contract quantities herein are estimated only and may increase or decrease depending on the needs of the Bureau of State Parks. The contractor shall be paid at the unit price quoted for actual services performed.

Quotes must be emailed to Jean Lynch at <a href="mailto:jealynch@pa.gov">jealynch@pa.gov</a> by April 17 2023.

Your quote should be broken down into the two work items specified (1. the 27-acre former crop field and 2. the 6 acres of former hayfield)

For each work item please indicate:

Availability (expected start/end dates)

The equipment to be used

The herbicide brand/formulation to be used

The herbicide application rate

The nonionic surfactant to be used

The price per acre

#### **PAYMENT TERMS:**

Payment shall be on a reimbursement basis for actual services performed. Payment will be at the completion of the contract and after a visual inspection is made by the Bureau of State Parks to determine that treated invasive plants are dead or judged will die from the treatment.

All invoices MUST have your SAP Vendor Number on the invoice. Failure to provide this could result in a delay of your payment.

All invoices for this contract **MUST** be sent to the following address:

Bureau of State Parks
Resource Management and Planning Division
c/o: Jean Lynch

Ridley Creek State Park 1023 Sycamore Mills Road Media, PA 19063

Email: jealynch@pa.gov



# WEEDS, INC. INDUSTRIAL WEED CONTROL www.weedsinc.com

(610) 358-9430 FAX (610) 358-9438

April 12, 2023

Commonwealth of Pennsylvania Department of Conservation and Natural Resources **Bureau of State Parks** P.O. Box 8551 Harrisburg, PA

Job Location:

**Bureau of State Parks** Big Elk Creek State Park Chester County, PA

Scope of Work:

3 sections: Block A) 27 acres, Block B) Total 6 acres (4 acres and 2acres)

#### Glyphosate Application

Complete an AQUANEAT herbicide (Aquatic labeled Glyphosate) at 3 qts./per acre to the 3 sections of State Park.

Block A)- 27 acre former crop field @ \$275.00 per acre------\$7,425.00

Block B)- 6 acres total split into 4 acre and 2 acre sections @ \$275.00 per acre

Total ----- \$9,075 00

\*Please Note- Due to unknown information about the previous crop in Block A- Weeds, Inc. cannot be held responsible if crop was modified to include Glyphosate resistance and is not controlled from this application.

#### Availability (Expected Start Date)

Project window is April 20- May 12

Application date will be scheduled upon contract approval with minimum 3 day notice for Park Manager

#### Materials to be used- See attached SDS

Aguaneat-herbicide applied at 3 gts./acre Alligare 90- Non-Ionic Surfactant Bullseye-Spray Pattern Indicator Dye

#### Equipment

F-350 Pickup with spray tank with water and trailer to haul ATV Honda 420 Rancher ATV with spray tank and boomless nozzles

If you would like to accept this proposal please sign below and return a copy to my attention.

Should you have any questions, please do not hesitate to contact me.

Drew O'Neill

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Q271163 **Quote Number Quote Date** Page Number

2/3/2023 1 of 1

\$8,740.60

Total US\$

#### **BILL TO:**

DCNR-Bureau of State Parks-PA 400 Market St Harrisburg, PA 17101-2301

**Phone** 215-453-5016 215-453-5049 Fax **Email** 

#### SHIP TO:

Nockamixon State Park- Mtc Bldg 94 Old Bethlehem Rd Quakertown, PA 18951-5914 **UNITED STATES** 

Uustomer l	PO#	Customer ID	Shipping Method	UPS Shipper #	Terms	Salesper	son ID
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lk Qty	PLS Q	ty UOM	Item Number	Description		Unit Price	Ext. Price
900.000		LB BLK	AVESAT01	Oats, Variety Not Stated		\$0.41000	\$369.00
200.000		LB BLK	ERNMX-260-1	PA Piedmont Province UPL Meadow Mix Seeding for 10 ac at 20 lb/ac		\$28.61000	\$5,722.00
220,000		LB BLK	Q271165	Custom Eastern Native Habitat & CREP N Seeding for 20 ac at 11 lb/ac	1ix	\$11.93000	\$2,624.60
1.000		EA	MISC LTL PALLET	Pallet & Packaging Fees		\$25.00000	\$25.00

Obtained by Office of State Representativ

Prices quoted are firm for 30 days. **Subtotal** \$8,740.60 \$0.00 **Trade Discount** \$0.00 Shipping/Handling Checks received may be converted to a one-time electronic funds transfer. Funds Miscellaneous \$0.00 may be withdrawn from your account on the date payment is made. \$0.00 Prices are F.O.B. Meadville. Items are subject to availability at time of delivery.

DISCLAIMER: Seeds are labeled as required by State and Federal laws. RETURNS: Individual items and Ernst Mixes are subject to 10% restocking fee and must be made within 30 days of Invoice date. No returns on custom mixes. There is a 25% restocking fee on cancelled or returned bioengineering orders.

## **Mount Olivet/Strickersville Road Meadow Conversions**

Beginning in 2023, DCNR has taken about 35 acres out of row crops and hay, in 3 fields near Mount Olivet Trail and Strickersville Road, and planted a mix of native warm season grasses and native wildflowers, with the goal of supporting wildlife and pollinators. Refer to map for locations of these fields (A, B, C). Restoration/management activities are summarized in the table below.

ക	Field Identifier	Size (approx.)	Habitat goal	Pre- restoration use	Management activities
sentative John Lawrence	A	4 acres	Pollinator meadow— native species	Hayfield or fallow (cool season grasses)	May 2023: Broadcast herbicide to control hay grasses (contractor)  September 2023: Spot spray herbicide to control/reduce undesirable vegetation (DCNR staff)  October 2023: Low mow to prepare for seeding (DCNR staff)  November 2023: Plant seednative grasses and wildflowers (DCNR staff)
Obtained by Office of State Representative John Lawrence	в 8	2 acres	Pollinator meadow— native species	Hayfield or fallow (cool season grasses)	May 2023: Broadcast herbicide to control hay grasses (contractor)  September 2023: Spot spray herbicide to control/reduce undesirable vegetation (DCNR staff)  October 2023: Low mow to prepare for seeding (DCNR staff)  November 2023: Plant seednative grasses and wildflowers (DCNR staff)
Obtained by (	December 29	27 acres	Pollinator meadow— native species	Cornfield	May 2023: Broadcast herbicide to control emerging weeds (contractor)  May 2023: Plant seednative grasses and wildflowers (DCNR staff)  September 2023: Spot spray herbicide to control/reduce undesirable vegetation (DCNR staff)  November 2023: High mow (DCNR staff)

# SOW and Request for Quote BIEL.pdf Signed Weeds Inc Proposal State Parks BIEL.pdf

Map\_Mount Olivet\_Strickersville Road Fields.JPG See also:

Obtained by Office of State Representative John Lawrence

December 29, 2023

Ernst paid Invoice I1131778.PDF

Weeds Inc applicator record.pdf

Seed Quote Q271163.PDF

Herbicide applicator record Sept 2023 (to come)



# **Ernst Conservation Seeds Inc**

8884 Mercer Pike Meadville, PA 16335-9275

Phone (814) 336-2404; (800) 873-3321; Fax (814) 336-5191 www.ernstseed.com; sales@ernstseed.com

# INVOICE

 Invoice Number
 I1131778

 Invoice Date
 10/13/2023

 Page Number
 1 of 1

Page Number Order Number

1 of 1 719429

#### **BILL TO:**

DCNR-Bureau of State Parks-PA Jean Lynch Rachel Carlson State Office Building 400 Market St

**Phone** 610-858-9647

Fax

Email jealynch@pa.gov

#### **SHIP TO:**

DCNR-Bureau of State Parks-Big Elk Creek State Park Maintenance Building 517 Sharpless Rd Landenberg, PA 19350-1002 UNITED STATES

Customer	PO# Cust	omer ID	Shipping Method	Due Date	Terms	Salesper	son ID
JEAN LYN	CH DC	NR001	UPS GROUND	10/13/2023	Credit Card	GAB	ВҮ
<b>Bulk Qty</b>	PLS Qty	UOM	Item Number	Description		Unit Price	Ext. Price
1.790	1.750	LB PLS	RUDHIR04	Blackeyed Susan		\$26.60000	\$46.55
0.636	0.500	LB PLS	MONFIS03	Wild Bergamot, Fort Indiantown G	Gap-PA Ecotype	\$101.81000	\$50.91
1.079	1.000	LB PLS	PYCTEN01	Narrowleaf Mountainmint		\$151.01000	\$151.01
3.196	3.000	LB PLS	HELHEL01	Oxeye Sunflower, PA Ecotype		\$29.83000	\$89.49
0.781	0.500	LB PLS	VERNOV01	New York Ironweed, PA Ecotype		\$343.82000	\$171.91
1.548	1.500	LB PLS	SENHEB01	Wild Senna, VA & WV Ecotype		\$24.77000	\$37.16
0.808	0.500	LB PLS	ASTPIL01	Heath Aster, PA Ecotype		\$355.48000	\$177,74
1.582	1.500	LB PLS	CORTINO1	Plains Coreopsis		\$23.20000	\$34.80
0.686	0.500	LB PLS	ASTNOV01	New England Aster, PA Ecotype		\$383.90000	\$191.95
40.793	35.000	LB PLS	SCHSCO08	Little Bluestem, Fort Indiantown G	Gap-PA Ecotype	\$14.00000	\$490.00
1.270	1.000	LB PLS	ASCTUB01	Butterfly Milkweed, PA Ecotype		\$330.27000	\$330.27



Finance charge added at 1.5% per month on any invoice not paid within stated terms. APR is 18%.

Checks received may be converted to a one-time electronic funds transfer. Funds may be withdrawn from your account on the date payment is made.

Prices are F.O.B. Meadville. Items are subject to availability at time of delivery. DISCLAIMER: Seeds are labeled as required by State and Federal laws. RETURNS: Individual items and Ernst Mixes are subject to 10% restocking fee and must be made within 30 days of Invoice date. No returns on custom mixes. There is a 25% restocking fee on cancelled or returned bioengineering orders.

Subtotal	\$1,771.79
Trade Discount	\$0.00
Shipping/Handling	\$41.00
Miscellaneous	\$0.00
Tax	\$0.00
	64 040 70

Total US\$ \$1,812.79