ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT EQUIPMENT AND PROCUREMENT DIVISION BID INVITATION

Contract Number:	H-14-244R		AHTD Equipment Procurement Divi	t &	MAIL TO: AHTD Equipment & Procurement Division	DELIVER TO: AHTD Equipment & Procurement Division
Bid Opening Date: July	24, 2013 Time: _1	1:00 a.m.	11302 West Base Little Rock, AR 7	eline Road	P.O. Box 2261 Little Rock, AR 72203	11302 West Baseline Road
Sealed bids for furnishing the codelivery locations until the above	ommodities and/or services descr	ribed below, subject e, and then publicly	y opened at the abov	e-noted bid op	his bid invitation will be recei	ived at the above-noted mail and be submitted on this form, with
In compliance with this Bid Invita opposite each item.	tion and subject to all the Condition	ons thereof, the und	dersigned offers and a	grees to furnis	h any and all items upon which	h prices are quoted, at the price set
• •			Name (Ty	oe or Print):_		
Address:			Title:			
			Phone:		Fax:	
City:	State:	Zip:	E-Mail:			
Federal Tax ID or Social Secu	rity No.:		Signature Signature m	:_ ust be original	(not photocopied) and in ink.	Unsigned bids will be rejected.
Job No.: 8-571 Job Name: I-40: I	option to adjust acreage a ION: AHTD District 8, Fope County Line - Pulash Section: 31 & 32 Lo	P.O. Box 70, R	ussellville, AR 7	72801 (50	•	
Total Acreage per Cycle =	(First Cycle) (Second Cycle) (Third Cycle)	575.34* 580.44 625.47	k			
Bid prices shall include all	costs of performing this	contract, but sh	nall <u>exclude taxe</u>	s (See Con	dition 4).	
Removal and Dispo	sal of Litter			Pr	ice per Acre \$	
Mowing and Trimn	ning of Highway Right-of-	-Way		Pr	ice per Acre \$	
TOTAL				Total Pr	ice Per Acre \$	
not acceptable as Bid Be	f \$500.00 required of all bonds. See Condition 3 ogoods/services. Personal	bidders at time on page 2. Pe l and compan	e of bid opening erformance Bon y checks are no	d in the ar	nount of \$500.00 will le as Performance Bo	and company checks are be required of successful onds. See Condition 3 on
	TWO SIGNED CO	PIES OF RII) INVITATION	I MIIST R	E SURMITTED	

^{*}Disregard all references to the 1st Mowing Cycle in the Bid Invitation, Bid Information, Specifications and Drawings. 1st Mowing cycle information will only apply if contract is extended with successful bidder.

STANDARD BID CONDITIONS

H-14-244R

- 1. **ACCEPTANCE AND REJECTION:** The Arkansas State Highway and Transportation Department (AHTD) reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
- 2. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
- BID BONDS AND PERFORMANCE BONDS: If required, a Bid Bond in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. Personal and company checks are not acceptable as Bid Bonds. Failure to submit a Bid Bond as required will cause a bid to be rejected. The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a Performance Bond in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. Personal and company checks are not acceptable as Performance Bonds. In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
- 4. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
- 5. "ALL OR NONE" BIDS: Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
- 6. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
- 7. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
- 8. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid. if such name exists.
- 9. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Receipted common carrier bills that reflect ICC authorized rate changes must be furnished.
- 10. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
- 11. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
- 12. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
- 13. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
- 14. **ETHICS:** "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business." (Arkansas Code, Annotated, Section 19-11-708).

Arkansas State Highway and Transportation Department Contract for the Removal and Disposal of Litter and

Mowing and Trimming of Highway Right-of-Way BID INFORMATION

CONTRACT NO.	H-14-244R
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- 1. The Arkansas State Highway and Transportation Department (hereinafter referred to as the "Department") will enter into a contract with the successful bidder (also referred to as the "Contractor") to furnish requirements for Removal and Disposal of Litter and Mowing and Trimming of Highway Right-of-Way for the period set forth in Bid Invitation, with provision to extend annually upon mutual agreement of the parties.
- 2. Successful bidder must be covered by Workman's Compensation Insurance, and Public Liability and Property Damage Insurance in the minimum amount of \$1,000,000 per occurrence and a general aggregate limit of at least \$2,000,000. Valid Certificate of Insurance including name of insurance agent and agent's telephone number must be furnished to the Department within 10 days of notice of award of the contract, if not already on file. Failure to provide such certification in a timely manner may result in cancellation of award and/or forfeiture of Bid Bond. Contractor will not be permitted to work until proper certification has been provided to the Department. Once proper certification has been provided, Contractor is responsible to provide timely information to the Department regarding any change, update, modification, renewal or cancellation of the required insurance during the contract term or any extension thereto.
- 3. Successful bidder is solely responsible for damages to persons and vehicles or other property (including that of the State) while fulfilling the requirements of this contract. No agency, board or commission of the State of Arkansas (including the Department and the Arkansas Highway Commission) assumes any liability whatsoever for damages caused by the Contractor. All such claims must be handled by Contractor and Contractor's insurance company. Contractor is expected to handle any claim arising from activities in fulfillment of this contract in a prompt and timely manner. Bidder shall furnish the name, address and phone number of the person (Contractor or designated employee) to be contacted in case of questions regarding damages resulting from Contractor's operations in fulfillment of this contract.
- 4. Successful bidder shall notify the Department immediately if unable to begin or complete work in accordance with specifications. If Contractor cannot resolve the problems and fulfill contract obligations in a manner and time frame agreeable to the Department, the Department shall have the option of canceling the contract effective immediately and/or deducting the cost of completion of the work from any amount due the Contractor.
- 5. All work under this contract is subject to inspection and acceptance by the Department. Payment will be made only for work completed and accepted. No advance payment is permitted. Work completed and accepted under this contract shall be paid for at the price bid per acre (plus applicable state and local taxes, listed separately on invoice) and shall be full and complete compensation for furnishing all labor, tools, equipment and incidentals necessary to fulfill the contract requirements in a satisfactory and proper manner.
- 6. Invoicing may be submitted for payment no less than every two (2) weeks during each cycle for work completed and accepted. Applicable taxes must be listed separate from price per acre on invoice. Invoicing shall be submitted to the District Office listed on the Bid Invitation.
- 7. Failure of Contractor to comply with any provisions of this contract may result in termination of the contract, prohibition of bidding on subsequent contracts, and other remedies provided by law. This contract is expressly subject to termination by the Department, for cause, upon giving the Contractor 30 days notice of intent, with reasons, to terminate.
- 8. Successful bidder is responsible for paying all involved employees, subcontractors, suppliers, and any applicable tax entities (State of Arkansas, city, county, etc.) in a prompt and timely manner.
- 9. This contract may be extended, at the original bid prices, upon the Department's giving written notice to Contractor of desire to extend and receiving the Contractor's agreement to the extension. Expiration date of any extension shall be the anniversary date of the original award. Extension may be made on an annual basis, not to exceed the maximum number of extensions permitted by State Law.
- 10. The total acreage of this contract can be increased or decreased upon the Department giving written notice to Contractor of desire to increase or decrease and receiving the Contractor's agreement to this increase or decrease.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT NOTICE OF NONDISCRIMINATION

State Highway and Transportation Arkansas (Department) complies with all civil rights provisions of statutes and related authorities that prohibit federal discrimination in programs and activities receiving federal financial assistance. Therefore the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed Joanna P. Nelson Section Head EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:

joanna.nelson@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Conway and Faulkner Counties Mowing on I-40

Conway County

53
94
47

CONTRACT MOWING QUANTITY SHEET District 8

First Mowing

Conway County Section

40

Route

31

			 		_	_	_			_	 	 _	 _	_	_	_	_	_	 _	
Location Comments	71.164 Slopes	Median																		
First Right Slope Acres							3.636		3.636											88.618
First Right Slope Width	30				30	30	30	30	30											Total
End LM	118.40																			
Begi	ш																			
First Left Slope Acres	71.164	142.327			3.636	2.909	3.636	3.636	3.636										83	230.945
First Left Slope Width	30	09			30	30	30	30	30											Total
End LM	으	118.40	anges	Length	1.00	08.0	1.00	1.00	1.00											
Begin LM	98.83	98.83	Interchanges	Exit	101	107	108	112	117											

First Mowing

District 8
CONTRACT MOWING QUANTITY SHEET

Second Mowing Conway County Section

31

40

Route

Location Comments	Slopes	Median																	
Second Right Slope Acres	71.164 Slopes						2.909			3.636						2.343			91.164
Second Right Slope Width	30		İ			30	30	30	30	30					,	0			Total
End LM	118.40																		
Begin LM	98.83																		
Second Left Slope Acres	71.164	142.327				3.636	2.909		3.636							2.545			233.491
Second Left Slope Width	30	09				30	30	30	30	30						15			Total
E M	요	118.40		anges	Length	1.00	08.0	1.00	1.00	1 00			000	lage	Length	1.40			
a c c	98.83	98.83		Interchanges	Exit	101	107	108	112	117				Drainage	Log Miles	98.83 - 118.4			

District 8

CONTRACT MOWING QUANTITY SHEET
Third Mowing
Conway County

Section

4

Route

31

	_	_	_		_	_	_	-		_	 		_			-	_	_	_	_	 _	r.
Location Comments	Slopes	Median																				
Third Mowing Right Slope Acres	71.164 Slopes					3.636	2.909	3.636	3.636	3.636							6.061					109.103
Third Mowing Right Slope Width	30					30	30	30	30	30				20	30	20	50	25				Total
End LM	118.40																					
Begin LM																						
Third Mowing Left Slope Acres	71.164	142.327				3.636	2.909	3.636	3.636	3.636				2.424	2.909	6.061	6.061	3.030				251.430
Third Mowing Left Slope	30	09				30	30	30	30					20	30	50						Total
	118.40			anges	Length	1.00	0.80					Transitions	Length		0.80							
ice a		98.83		Interchanges	Exit	101	107	108	112	117		Interchange Transitions	Exit	101	107	108	112	717				

360.533 Third Mowing

CONTRACT MOWING QUANTITY SHEET First and Second Mowing

Faulkner County

40

Route

Section

	Location Comments												7										20
First & Second Right	Slope A												. 4		2.000		7.491						78.485
First & Second First & Right Slope Second	Width	30	50	30	90	80	50	80	30			100	30	50	30	100	30						Total
		125.20			126.76			127.40	128.49		128.80	129.37	135.40	135.55	136.10	136.30	138.36						
	Begin LM	120.29	125.20	125.35	126.40	126.76	126.80	127.00	127.40	128.49			129.37	135.40	135.55								
First & Second Left	Slope Acres	17.345	0.303	0.145	2.521	2.982	5.212	0.606	3.297	2.364	8.727	1.091	8.048	21.309	0.485	16.097	4 364	100.1					94.897
First/Second Figure Second First/Second First		30	20	30	80	30		20	8	30		100	80										Total
	End LM	125.06	125.11	125.15	125.41	126.23	126.66	126.76	127.10	127.75				135.43	125 50	127.16	120.10	130.30					
	Beain LM	120 29	125.06	125 11	125 15	125.41	126.23	126.66	126.76	127 10	127 75	128.65	72 8C	129.57	105 48	100.40	155.30	137.15					

173.382 173.382 First Mowing Second Mowing

CONTRACT MOWING QUANTITY SHEET First and Second Mowing

Faulkner County Section 40

Route

Location Comments 0.000 Second Right Slope Acres First & Second First & Total Right Slope Width **End LM** Begin LM 3.442 8.873 2.582 0.655 23.156 Median Acres 1.721 5.964 First & Second First/Second Median Width 888 21 60 9 123.69 123.89 125.11 125.41 125.50 134.19 120.69 End LM 125.11 125.41 132.20 137.19 120.69 123.89 Begin LM

First Mowing Second Mowing

68.211 68.211

68.211

Total

District 8

CONTRACT MOWING QUANTITY SHEET

First and Second Mowing

Faulkner County

Section

40

Route

32

Location Comments Weight Station Second Right Slope Acres First & Second First & Right Slope Width Interchanges and Misc. End LM Second Acres Begin LM 1.722 4.132 0.344 3.444 1.377 0.344 0.344 2.066 0.344 0.069 First & 8888888888 First/Second Length (LF) Width 500.00 500.00 100.00 500.00 2000.00 6000.00 3000.00 5000.00 2500.00 128 74 131.58 132.10 126.13 126.76 134.00 135.46 123.34 134.61 125.11 Log Mile

First Mowing Second Mowing

14.187

0.000

Total

14.187

Total

District 8 CONTRACT MOWING QUANTITY SHEET

Third Mowing Faulkner County

Section

40

Route

32

		_	_	_	_	_	_	_	-	_	_	_	_	_		_	_	Т	_	_	-	_		Т	Т	
	Location Comments																									
Third Mowing Right Slope	Acres	17.855	0.909	3.818	2.618	0.388							7	0.909	2.000	2 424		184.7								78.485
Third Mowing Right Slope	Width	30	50	30	90	80	50			90		7		50	30	100		30								Total
	End LM	125.20								128.74				135.55	136.10			138.36								
	Begin LM	120.29	125.20	125.35	126.40	126.76		127.00		128.49		128.80		135.40				136.30								
Third Mowing Left Slope		17.345	0.303	0.145	2.521	2.982	5.212	0.606	3.297	2.364	8.727	1.091	8.048	21,309	0.485	0.400	16.097	4.364								94.897
Third Mowing		30	50	30	80	30	100		80			100	80	30	2007	201	80	30								Total
-	End LM	125.06	125.11	125.15					127.10								137.16	138.36								
	Begin I M	120 29	125.06	125 11	125 15	125.41	126.73	126.66	126.76	127 10	127.75	128 65	728.07	400 57	12871	135.46	135.50	137.16								

Third Mowing

District 8 CONTRACT MOWING QUANTITY SHEET

KACI MOWING QUANTILI T

Faulkner County

40 Section

Route

_		Т	_	_	Т	Т	Т	Т	_	П	-	Т	Т				Т	Т	Т	
	Location Comments																			
	Third Mowing Right Slope Acres																			0.000
	Third Mowing Right Slope Width																			Total
	End LM																			
	Begin LM																			
	Third Mowing Median Acres	3.442	21.818	1.721	8.873	2.582	0.655	23.156	5.964											68.211
	Third Mowing Median Width	71	09	71	09	71	09	96	120											Total
	End	စ	123.69	123.89	125.11	125.41	125.50	134.19	137.60											
	Beatin	120.29	120.69	123.69	123.89	125.11	125.41	132.20	137 19											

Third Mowing

CONTRACT MOWING QUANTITY SHEET District 8

Third Mowing

Faulkner County

Interchanges and Misc. Section

40

Route

Location Comments Weight Station Third Mowing Right Slope Acres Third Mowing Right Slope Width End LM Begin LM 0.344 2.066 0.344 5.510 4.132 0.344 3.444 0.344 Third Mowing Acres Third Mowing Length (LF) Width 3333333333 2000.00 500.00 3000.00 500.00 8000.00 500.00 6000.00 5000.00 125.11 126.13 126.76 128.74 131.58 132.10 134.61 124.34 Log Mile

Third Mowing

19.628

0.000

Total

19.628

Total

District 8

CONTRACT MOWING QUANTITY SHEET

Third Mowing Faulkner County

Route

Drainage East Bound

	- 1	0.021	0.021	0.017	0.010																						0.009
	Vith (feet) Acres	30	30	50	30																						lotal
-	Ditch Length (feet) Ditch With (feet)	30.00	30.00	15.00	15.00																						
		0	0	0	6																						
Diamage Last Doung	Log N	1	136.90				0	4	0	4	_	=	-	-	4	80	2	0	4	0	4	4	15	0	35	34	31
Diama	Acres	0.007	0.007	0.005	0 103	2 2	0.010	0.034	0.010	0.034	0.021	0.021	0.02	0.021	0.034	0.138	0.207	0.010	0.344	0.010	0.014	0.574	0.005	0.010	0.005		
	Ditch With (feet)	15	15	15	30	3	15	15	15	8	30	30	30	30	90	30	30	30	1000	30	40	25	15	15	15	100	Total
	Ditch I enoth (feet) Ditch With (feet) Acres	20 00	00 00	75.00	20.00	no.nel	30.00	100.00	30.00	50.00	30.00	30.00	30.00	30.00	30.00	200.00	300.00	15.00	15.00	15.00	15.00	1000.00	15.00	30.00	15.00	15.	
	Agilo	1.	20.00	120.05	120.90	122.30	122.60	124.00	126.15	126.70	130.66	130.75	131.10	131.18	131.58	132.10	120 11	122.10	123.15	133.16	133.60	133.60	134.61	135.10	136,00	136 40	

Third Mowing

CONTRACT MOWING QUANTITY SHEET

Faulkner County Third Mowing

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Route

Section

32

0.420 0.021 0.014 0.010 0,010 0.010 0.010 0,021 0.010 0.021 0.010 0.021 0.021 Acres Total Ditch With (feet) 15.00 30.00 50.00 15.00 30.00 30.00 15.00 15.00 15.00 30.00 30.00 30.00 15.00 Ditch Length (feet) 121.60 121.05 **Drainage West Bound** 122.70 122.50 122.40 123.20 122.20 121.70 123.30 123.80 125.50 123.40 123.70 123.90 Log Mile 0.005 0.069 0.014 0.034 0.034 1,457 0.689 0.041 0.069 0.005 0.041 0.021 0.207 0.021 0.034 0.010 0,010 0.010 0.017 0.021 0.021 0.021 0.021 0.021 Ditch Length (feet) Ditch With (feet) Acres 8 2 5 8 100 000 40 888888888888 30 9 200 15.00 30.00 15.00 30.00 30.00 30.00 30.00 30.00 30.00 15.00 30.00 30.00 15.00 15.00 15.00 15.00 30.00 30.00 30.00 15.00 15.00 15.00 15.00 126.90 126.80 125.00 124.10 130.82 128.50 128.40 124.40 127.20 127.10 131.40 131.09 131.80 131.70 132.10 132.20 134.20 133.60 132.70 138.56 Log Mile

Third Mowing

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT

District 8 CONTRACT MOWING QUANTITY SHEET Third Mowing

Faulkner County

Route

Section

					T															0.000	
	Acres											-	1	-	-	-	-	+	-	Total	
	Ditch With (feet)																				2
	Ditch Length (feet)																				
Drainage In Median	I on Mile	S S S S S S S S S S S S S S S S S S S				9	1	-													660'0
Draina	0000	Acres 0.011	0.00			900 0													-		
	A 3%	Ditch With (feet) Acres			7 7																Total
		Ditch Length (feet)				30.00															
		1 og Mile	2	133.10	133.20	133.40	133.50	133.60	133.80												

Third Mowing