OFFICE OF THE KENT COUNTY DRAIN COMMISSIONER
Ken Yonker, Drain Commissioner

CONTRACT/BID DOCUMENTS

BEESING DRAIN

AUGUST 2022
BIDDERS INFORMATION

1. RECEIPT OF BIDS
Electronic bids for the proposed project will be due to joel.morgan@kentcountymi.gov until:

4pm on Tuesday, August 16, 2022

at which time the bids will be reviewed. Bids will be tabulated and dispersed to bidders.

2. PRE-BID MEETING
No pre-bid meeting is scheduled. All contractors are responsible to conduct a thorough, visual examination of the site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and site conditions that may affect cost, progress, and performance of the work. Photos of the Drain Commissioner’s inspection are included in the attachments.

3. SCOPE OF PROJECT
The project consists of furnishing all material and constructing the following:

   Tree Clearing
   Open Channel Cleanout
   Restoration

This work is being completed under a Petition and not subject to statutory maintenance limits. All work shall be completed in accordance with the General Specifications on file at the Kent County Drain Commissioner’s office.

4. HISTORIC DRAIN DIMENSIONS:
The Beesing Drain has a historic bottom width of 2 feet. Any reshaped and/or new drain banks must have uniform 1:1 side slopes. If the drain is currently wider than these dimensions, the existing banks must remain undisturbed. Unless otherwise noted, no digging below the hard pan bottom shall be performed.

5. PROJECT TIMING AND COMPLETION
The Day of Review is tentatively scheduled for September 13, 2022. There is a 10 day (property owners) and 20 day (MDOT) appeal period after the Day of Review. Project will be delayed if any appeals are made. We anticipate award of contract and Notice to Proceed to be issued Monday, October 3, 2022. In areas where the work traverses farm fields, any work that may damage crops shall be delayed until after the crops are harvested.

The project shall be complete by March 3, 2023.

6. OWNER CONTACT
Joel Morgan, P.E., Senior Engineer, 989-292-5513, joel.morgan@kentcountymi.gov
Ken Yonker, Kent County Drain Commissioner, 616-632-7911, ken.yonker@kentcountymi.gov

7. ATTACHMENTS
A. Maintenance Map (4 pages incl. details)
B. Inspection Photos
Bid Proposal – Beesing Drain

CONTRACTOR INFORMATION

Name: ______________________
Address: ____________________
Phone: ______________________
Email: ______________________

I hereby propose to furnish labor and materials for:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clearing</td>
<td>1</td>
<td>LS</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
<tr>
<td>2.</td>
<td>Open Channel Cleanout, Main Line</td>
<td>7,794</td>
<td>Lft</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
<tr>
<td>3.</td>
<td>Open Channel Cleanout, South Branch</td>
<td>2,560</td>
<td>Lft</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
<tr>
<td>4.</td>
<td>MDOT Plain Riprap (As Needed)</td>
<td>200</td>
<td>Syd</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
<tr>
<td>5.</td>
<td>SC-150 Mulch Blanket (As Needed)</td>
<td>500</td>
<td>Syd</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
<tr>
<td>6.</td>
<td>Cleanup and Restoration</td>
<td>10,354</td>
<td>Lft</td>
<td>$ ________</td>
<td>$ __________</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ __________</td>
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</tbody>
</table>

________________________________________
Authorized Name (Please Print)

________________________________________
Authorized Signature                        Date

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Upon execution and receipt by both parties, this document, the attachments, and the Proposal Form shall form the agreement between the Owner and the Contractor.

Accepted Date: ________________         Signature: __________________________________________

Ken Yonker, Kent County Drain Commissioner
Notes.

1. Easement Width: 40 feet (Bk 7, Pg 376)

2. 10534 Lft of Open Channel Cleanout from East Paris Ave to 76th St.

3. Quantities will not be paid above the contract amount unless authorized by the engineer.

4. Riprap quantity and mulch blanket in contract included for unit price but no locations have been determined. Coordinate with engineer if riprap or mulch blanket is necessary.

5. It is anticipated the contractor will work from one side of the drain and reach across for mowing/clearing.

All Soil Erosion and Sedimentation Control (SESC) features based on Authorized Public Agency Procedures Manual, 2018 (MACDC) on file at the Drain Office.
Notes.

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MACDC APA SOIL EROSION CONTROL MEASURES

SOIL EROSION AND SEDIMENTATION CONTROL NOTES

Appropriate soil erosion and sedimentation control measures shall be in place prior to earth-disturbing activities. Place turf restoration items as soon as possible on potential erodible slopes.

Contractor responsible to ensure SESC measures are in place and maintained during construction. Drain Commissioner’s office responsible for continuing inspection and to ensure stabilization. Contractor may be required to return to reestablish eroded areas as directed by the engineer. Cost for restoration of disturbed items shall be included in the price for the other items of the project.

TIMING AND SEQUENCE OF EARTH CHANGE ACTIVITIES

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>OCT 2021</th>
<th>NOV 2021</th>
<th>DEC 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove Culvert</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade Channel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riprap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seed, Mulch</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Note: Only most commonly used measures shown. For all measures, see MACDC APA Manual, Rev. 2018

SOIL EROSION NOTES AND TYPICAL DETAILS

For eroded areas, clear everything from top of bank to top of bank/grade. Clear out steep or existed tree stumps. Cut all trees less than 2" diameter at base (dbh) and brush less than 2" diameter at base. Cut bush up to 2'3" height and trees less than 2" diameter at base. Cut brush up to 5' length and all in place on the back of the right of way.

Work from one side only.

For eroded areas, clean everything from top of bank to top of bank. From working side, only cut what is necessary to access the work. Take care to protect trees that are to remain. Cut all trees less than 2" diameter at base (dbh) and brush less than 2" diameter at base. Clear out steep or existed tree stumps. Cut all trees less than 2" diameter at base (dbh) and brush less than 2" diameter at base. Cut bush up to 2'3" height and trees less than 2" diameter at base. Cut brush up to 5' length and all in place on the back of the right of way.

For existing areas, clear everything from top of bank to top of bank. From working side, only cut what is necessary to access the work. Take care to protect trees that are to remain. Cut all trees less than 2" diameter at base (dbh) and brush less than 2" diameter at base. Clear out steep or existed tree stumps. Cut all trees less than 2" diameter at base (dbh) and brush less than 2" diameter at base. Cut bush up to 2'3" height and trees less than 2" diameter at base. Cut brush up to 5' length and all in place on the back of the right of way.
GENERAL SPECIFICATIONS
Revised: April, 2021

ARTICLE 1 – TERMS AND CONDITIONS

1.1 TIME: The Drain Commissioner is required to provide 7-day notice to all landowners whose property is impacted by tree clearing or excavation work. The Work may begin any time after award of bid and notification by Owner to affected Landowners.

1.2 COMPENSATION: The cost of the drain maintenance (including the furnishing of all materials, apparatus, labor, and any required insurance) shall be based upon the Proposal.

The Contractor shall complete the Proposal. If work requested by the Owner involves an additional charge, prior written approval of the Owner shall be obtained before proceeding.

1.3 BILLING AND PAYMENT: Invoices for the above-referenced project shall be submitted to the Owner.

Payment shall be made as follows:
90 percent upon completion of the project
10 percent upon satisfactory restoration of the disturbed site

1.4 INSURANCE: The Contractor shall certify that the minimum insurance coverages and limits of liability stated below are in effect prior to initiation of the work. The proposal shall clearly indicate if any of the listed coverages are not currently in effect. The Kent County Drain Commissioner shall be listed as additional insured.

Worker’s Compensation and related coverages:

<table>
<thead>
<tr>
<th></th>
<th>$500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Applicable Federal</td>
<td>$500,000</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

Contractor’s General Liability, which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

<table>
<thead>
<tr>
<th></th>
<th>$2,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td></td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence (Bodily Injury and Property Damage)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Property Damage liability insurance shall provide Explosion, Collapse, and Underground Coverages, where applicable.

Excess or Umbrella Liability:

<table>
<thead>
<tr>
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<th>$1,000,000</th>
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</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
Automobile Liability:

Combined Single Limit (Bodily Injury and Property Damage)

Each Accident: $1,000,000

Unless otherwise specified, the Contractor agrees to maintain this level of insurance in effect on the date of this proposal, as outlined above, at minimum limits of liability stated or required by law, whichever is greater.

Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of services. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice is given to the Owner.

1.5 QUALIFICATIONS: All work shall be performed by qualified personnel. All subcontractors shall be approved by the Owner.

1.6 STANDARD OF CARE: The Contractor represents that the services required under this Proposal/Agreement shall be performed by the Contractor in accordance with the care and skill ordinarily exercised by members of the profession at this time and in the location of the project.

In the event that any part of the Contractor’s services are objectively determined by the Owner not to conform with the standard set out in this Proposal/Agreement, the Contractor shall, upon written notice from the Owner, re-perform the noncomplying services to the standard set out in this Proposal/Agreement, within a reasonable time thereafter, and at no additional cost to the Owner.

1.7 INDEMNIFICATION: The Contractor shall at all times indemnify, defend, and hold harmless the Owner and its employees, agents, and subcontractors from and against all claims, expenses, losses, and damages, direct and indirect, incidental and consequential, including but not limited to attorneys’ fees, court and/or arbitration costs arising out of or resulting from any actual or alleged negligent acts and/or omissions of the Contractor during or in connection with the performance of this Proposal/Agreement.

1.8 MEDIATION-ARBITRATION OF DISPUTES: All claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Proposal/Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or negligent acts or the arbitrability of such disputes, may, by mutual agreement of the parties, be decided by a final and binding arbitration decision by the mediator-arbitrator in accordance with the procedures set forth in the remaining paragraphs of this article. This mediation-arbitration procedure shall not apply to disputes arising out of death or bodily injury.

For the purposes of this article, dispute means any claim, controversy, or other matter in question between the Owner and the Contractor arising out of or relating to this Proposal/Agreement for the execution of the project or breach thereof; and party means the Owner or the Contractor or their respective insurers or sureties.

The parties agree that the authority of the mediator-arbitrator shall extend to disputes arising on or after the effective date of contract concerning the project. Any party shall request, in writing, mediation-arbitration of any dispute within 30 days of the date that it knew or should reasonably
have known of the dispute. In no event shall the demand for mediation-arbitration be made more than 2 years from the date of substantial completion as defined in this Proposal/Agreement.

In the event that any party shall request mediation-arbitration of any dispute as set forth in this section, the Owner and the Contractor shall select, by mutual agreement, a neutral mediator-arbitrator within 30 calendar days of the date of receipt by the other party of the written request for mediation-arbitration. In the event of failure to reach such agreement, or in any instance when the selected mediator-arbitrator is unable or unwilling to serve and a replacement cannot be agreed upon by the Owner and the Contractor, such successor mediator-arbitrator shall be chosen as specified in the Construction Industry Arbitration Rules of the American Arbitration Association.

The mediator-arbitrator shall have authority to determine all procedural questions, including but not limited to any questions as to procedural arbitrability. Both parties specifically acknowledge that, in accordance with the first paragraph of this article, the mediator-arbitrator, in his/her own discretion or on the application of any party, may mediate-arbitrate any claim. The process may but does not necessarily include meeting individually with any party while excluding the other party or parties as determined with the discretion of the mediator-arbitrator.

All communications with the mediator-arbitrator, including but not limited to, any demand for mediation-arbitration, shall be by certified mail to the mediator-arbitrator and copies by certified mail to other parties involved in said dispute. All mediation-arbitration shall be held at a location selected by mutual agreement between the Owner and the Contractor. IN the event of failure to reach such an agreement, the location shall be selected by the mediator-arbitrator. The fee of the mediator-arbitrator shall be apportioned equally between the parties. The parties mutually agree that the Construction Industry Arbitration Rules of the American Arbitration Association, where not inconsistent with this Proposal/Agreement, shall be applicable to any mediation-arbitration required by this Proposal/Agreement.
ARTICLE 2 – PROJECT INFORMATION

2.1 ACCESS AND PERMITS: The Contractor can access the site via the drainage easements and right of way shown on attached figures. Additional access will depend on property owner permission. A signed permission form shall be secured before utilizing private property.

Where the legal right to access is not clear, the Contractor shall contact the Owner in order to schedule site access and make necessary arrangements.

The Contractor shall acquire all permits required for construction, including but not limited to permits from the Kent County Road Commission, municipalities, or other entities requiring oversight. It is the contractor’s responsibility to call MISS DIG.

The Contractor shall make himself acquainted with rules and regulations of Public Act 451 of 1994, Natural Resources and Environmental Protection Act. The Kent County Drain Commissioner’s Office is an Authorized Public Agency for Part 91 of PA 451 and Contractors are not required to secure a Soil Erosion and Sedimentation Control Permit (SESC). All Contractors shall take all steps needed to prevent soil and sedimentation downstream. SESC guidelines and Best Management Practices are to be used whenever necessary.

2.2 PROJECT CONTACTS:

<table>
<thead>
<tr>
<th>Engineer</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joel Morgan, PE</td>
<td>Ken Yonker</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>Kent County Drain Commissioner</td>
</tr>
<tr>
<td>Kent County Drain Commission</td>
<td>Kent County Drain Commission</td>
</tr>
<tr>
<td>1500 Scribner, NW, 2nd Floor</td>
<td>1500 Scribner, NW, 2nd Floor</td>
</tr>
<tr>
<td>Grand Rapids, Michigan 49504-3233</td>
<td>Grand Rapids, Michigan 49504-3233</td>
</tr>
<tr>
<td>Phone: 616-632-7914</td>
<td>Phone: 616-632-7914</td>
</tr>
<tr>
<td><a href="mailto:joel.morgan@kentcountymi.gov">joel.morgan@kentcountymi.gov</a></td>
<td><a href="mailto:ken.yonker@kentcountymi.gov">ken.yonker@kentcountymi.gov</a></td>
</tr>
</tbody>
</table>

2.3 UTILITIES: The Contractor shall be responsible for contacting MISS DIG.

ARTICLE 3 – BASIS OF PAYMENT

3.1 Channel Clearing, Grubbing, Snagging, and Debris Removal

Includes material, labor, and equipment for removal and disposal of trees and brush from the cross-section of the channel. Trees growing in the bottom of the drain shall be cut flush with the ground. Unless otherwise noted, stumps shall remain and not be grubbed. In areas where banks are not to be disturbed, all brush and trees on the side banks shall be cut to ground level. Healthy trees located near the top of bank can remain so long as they are not leaning greater than 45 degrees, the root structure has not been undermined, or is not in danger of being undermined by flow in the drain. Drain banks shall be mowed, as directed by the Proposal.

All trees, branches, and brush are to be placed in neat piles within the right of way. Trees may be placed in neat piles over spoil or as agreed in writing with property owners. Contractors may chip, bury, or burn with proper notification. Other disposal means shall be specified on the Proposal. Trees or chipped brush shall not be placed in cultivated or landscaped areas.

Snagging and Debris Removal include snagging and removal of all branches, logs and log jams,
or vegetative masses greater than 2 inches in diameter from the channel that are not fixed to the ground.

Includes the cost of hauling and disposal of material offsite as specified in the Proposal.

3.2 Selective or Site Clearing

Includes all material, labor, and equipment for removal of dead, dying, or leaning trees from within the right of way of the drain. All woody residue shall be disposed of by one of the following methods, unless otherwise noted on the proposal: hauled offsite, chipped, buried, burned, or stacked neatly within the right of way. The contractor shall obtain a burning permit where that is the preferred disposal method. Specific trees or area to be cleared will specified in the Proposal.

3.3 Open Channel Cleanout, Open Channel Excavation, Channel Bank Pull-Back

Open Channel Cleanout includes all material, labor, and equipment for removal of sediment from the center portion of the drain from toe of slope to toe of slope and placement of spoils within the right of way. Excess sediment will be removed down to the historic flow line of the drain or the hard pan bottom. The drain may not be straightened, widened, or deepened from its legal description. See Proposal for Historic Drain Dimensions.

Open Channel Excavation includes all material, labor, and equipment for excavation from top of bank to top of bank and through the center of the channel to the specified side slope, flow line, and dimensions (e.g. deepening or widening the cross-section). Includes placement of spoils within the right of way or offsite disposal as specified in the Proposal.

Includes excavation of side ditches back to the right of way line or far enough to prevent head cutting of side ditch bottoms and silting downstream.

All open channel cleanout, excavation, or centerline alignment shall be completed to a uniform grade line (a laser level should be utilized). Overexcavating the channel will not be allowed and undercutting of 0.3 feet or greater shall be filled with MDOT 6A stone at the Contractor’s expense.

Includes the cost of leveling spoils on one or both sides of the drain as indicated in the Proposal, and removal of debris from the spoil area. Roots, sticks, or vegetative mats larger than 1” shall be buried and the spoils graded in a finished, smooth manner. Spoils shall not exceed 15 inches in depth and shall be spread or leveled to form a uniform surface. Spoils should be shaped to prevent the ponding of water behind the spoil pile and leveled in a manner that prevents excavated material from falling back in the drain. Lawn areas must be mowable. Breaks in the spoils shall be provided to adequately drain adjacent land.

Spoil hauling and disposal of material offsite will be specified in the Proposal.

3.4 Riprap

Includes all material, labor, and equipment for installation of filter fabric, placement of riprap to a minimum of 12 inches deep or as specified in the Proposal, excavation, and grading. Riprap shall
conform to the 2012 MDOT Standards for plain or heavy riprap. No rebar, steel, or paint by-products shall be mixed with the material. Bituminous/asphalt material will not be allowed.

Filter fabric shall be used underneath all riprap with the edges toed in a minimum of 12 inches.

The location and dimensions of in-stream structures such as j-hooks, cross-vanes, or riprap grade control structures to mitigate erosion shall be specified in the Proposal.

Items as specified in the Proposal.

3.5 Crossing Repair or Replacement, Storm Sewer Installation

Includes all material, equipment, and labor for installation of culvert, removal and disposal offsite of existing crossing (if any), backfill materials, filter fabric, grout, joint materials, any prefabricated tees, underdrains, mitering or end sections, field tile connections, and/or relocations and outlets, dewatering, removal and reinstallation of guardrails (if any), 12” granular subbase, aggregate base, and native, gravel, and/or bituminous drive restoration.

Storm sewer installation includes cost for trenching, backfilling, fittings, tees, sleeves, bulkheading of abandoned sewer, relocation of buried cables or lines, connection to existing field tiles, connection of sump pump leads, branch connections and accessories as stated in the Proposal. All pipe shall be laid to a uniform grade using a laser beam alignment. All concrete pipe joints shall be wrapped with a 24” wide strip of filter fabric overlapping ends by 12 inches minimum.

The cross-section for any crossing replacement or storm sewer shall specified in the Proposal.

3.6 Restoration

Includes all material, equipment, and labor for grading necessary to obtain required contours, replacement of fences, trees, shrubs, guard rail, mailboxes, and other landscaping necessary to return the Work area to preconstruction conditions. Includes finish grading, subsoil, daily seeding with approved seed mix, mulching, watering and maintenance to provide for a uniform stand of grass growth and any reseeding and erosion repair. If fences or other obstructions located within the drain easement are removed for drain access or maintenance, they are to be replaced by the owner of the fence at the owner’s expense.

Topsoil placed shall be to a minimum of 4 inches deep and shall either be salvaged topsoil or imported. Imported topsoil shall be friable loam, free of subsoil, roots, grass, excessive amounts of weeds, stone, and foreign matter.

Seed shall be placed on spoils and all disturbed areas within 5 days of disturbance. Disturbed drain banks shall be seeded daily. Contractor’s Mix with additional Cereal Rye shall be used on all spoil and ditch banks. A Landscape Mix shall be used on all lawn or landscaped areas. Specialty seed mixes may be specified in the Proposal.

Erosion control blanket shall be placed on all disturbed slopes exceeding 3h:1v, as specified in the Proposal. Unless otherwise stated in the Proposal, erosion control blanket shall be included in the lump sum item for Restoration. Selection of mulch blanket type and quantity shall be coordinated with Engineer. It is the preference of this office that biodegradable blankets and
stakes be used (eg. The “BN” designation on North American Green product and wooden “eco-stakes”).

3.7 Soil Erosion Control Measures

Includes all material, equipment, and labor required for soil erosion prevention and sedimentation control including but not limited to dust control, silt fence, catch basin inlet protection, site access stabilization, and other soil erosion and sedimentation control measures described in the MACDC Soil Erosion and Sedimentation Control Authorized Public Agency Procedures Manual on file at the Drain Commissioner’s Office. Includes all maintenance throughout the project including the removal of temporary measures once disturbed areas have been stabilized and approved at the end of construction.

3.8 Miscellaneous Provisions

Unless otherwise noted, the cost for all dewatering or diversion of water shall be included in the other pay items of the project. All dewatering or diversion of water shall be discussed with Engineer prior to implementation.

Unless otherwise noted in the Proposal, the cost for pavement replacement shall be included in the other pay items of the project. Pavement replacement includes the material and labor to install granular sub-base, aggregate base, pavement surface, and quality control testing to the Standards of the controlling municipality (eg. Kent County Road Commission). Replacement of private pavement shall match the adjoining depths and type of granular, aggregate, and pavement materials.

Unless specifically noted in the Proposal, the cost for all traffic control (including but not limited to signs, barriers, flagging, etc) shall be included in the other pay items of the project.

The cost for removal and stacking of fences placed in the Drain Right-of-Way shall be included in the other pay items of the Proposal. Contractors shall limit to the maximum extent practicable the amount of fence removed. Removal and replacement of fences outside the Right-of-Way shall be coordinated with landowners and the costs included in the other pay items of the project.

Where specifications are not clear, MDOT’s 2012 Standard Specifications for Construction shall be used to resolve disputes.