

MASS Updates

DIV 10.00 - Standard General Provisions

Comment	Response
General Comment - Concern: MASS & MASS B are separate documents governing MOA construction projects. Any review of MASS should also include MASS B. Is there a way to incorporate both documents into one? Specifications between the two are not always in sync. MASS B isn't published anywhere that is generally accessible and it is not clear who "owns" this document.	Desicison was made amongst committee to not combine MASS A & MASS B at this time.
General Comment - Plans provided to the contract copies. We should reduce this to zero plans provided to the contractor. They can have e-copies. Also, we should coordinate with Purchasing to remove the requirement to provide printed copies of plans for bidding.	Agreed that Purchasing should only provide electronic copy and made revisions that state such.
General Comment - Replace the word <i>he</i> with <i>they</i> throughout Div. 10.	Replaced all he, him, himself, etc.
General Comment - Throughout Div. 10 the word facsimile is used often. Should we replace it with electronic copy since they have basically taken the place of facsimiles?	Revision made.
ALL APPLICABLE M.A.S.S. ARTICLES - Delete all references to and requirements for compliance with Anchorage Municipal Code Chapter 7.60 the Disadvantaged/Women Owned Business (DBE/WBE) program and specifications.	In Legal Dept review
10.01 Definitions - Need to add Certificate of Completion.	Revision made.
10.01 Definitions - Substantial Completion Date: Clarity is needed as to what the opinion of the Engineer is with regard to substantial complete (SC). Each Project Manager has a different idea of the expectations of completed work for intended use. One may pick AC, curb, sidewalk meets the requirements of SC where another may include lighting and landscaping with those noted above. Base it on 80% of the original contract price (not inlcuding increase in quanitties of change orders) being completed to reach SC.	A new definition for Substantial Completion has been provided with update.

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<p>10.01 Definitions - Definitions - Add the following: MOA Municipality of Anchorage POA Port of Alaska POL Petroleum, Oil, Lubricant BMP Best Management Practices CEAC Chugach Electric Association FHWA Federal Highway Administration NPDES National Pollutant Discharge Elimination System UL - Underwriters Laboratories, Inc.</p>	Revision made
<p>10.01 Definitions - Add the following item to the list of definitions: Record Drawings – Detailed drawings that accurately depict all changes in location (both horizontal and vertical), material, equipment, and other elements of Work accomplished by the Contractor. The drawings shall also depict the horizontal and vertical locations of all other utilities and obstructions encountered during construction. Final elevations and locations shall be clearly marked with actual dimensions. Equipment - All vehicles, machinery and tools to perform all phases of construction including maintenance and repair of such vehicles, machinery and tools. Labor - Qualified, certified, and skilled individual(s) with full dexterity to accomplish assigned tasks.</p>	Revision made
<p>10.01 Definitions - Written Notice: Remove electronic facsimile (FAX)</p>	Revision made
<p>10.2.2 Interpretation or Correction of Bidding Documents - Recommend change from 7 days to 3 days prior, and hold true on the rule. This statement has not been held true on numerous bidding opportunities. When subcontractors send out their quotes on bid day to the General, and the project gets pushed at the last minute due to a last-minute question, it opens the door for "price shopping".</p>	Revision made.
<p>10.2.4 Bid Guarantee - Make this the same for MASS and MASSB</p>	Decision was made amongst committee to not combine MASS A & MASS B at this time.
<p>10.2.5 Disadvantaged and Woman Owned Business Enterprises (DBE/WBE) Requirements - This hasn't been enforced in a long time, and should be removed. If it is needed on projects, it can be added in the special provisions.</p>	Revision not made due to possibility of Fed Funded projects.

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10.3.2 Receipt and Opening of Bids - MASS should reference title 7 <u>Title 7: 7.20.060.C Competitive Sealed Proposals; negotiated procurement</u> . "Sealed proposals shall be designated as such on an outer envelope and shall be submitted by mail or in person at the place and no later than the time specified in the request for proposals. Proposals not submitted at the place or within the time so specified shall not be opened or considered."	Revision not made due to legal rep. advice.
10.3.3 Bidder Qualifications - Discusses responsible and non-responsible bidders which should probably be reviewed by a LEGAL representative.	In Legal Dept review
10.3.4 Action on Bids - Par. 8, 1st sentence change forty-five (45) days to sixty (60) days.	Revision not made.
10.3.4 Action on Bids - Discusses basic bid and additive and deductive type bids and Purchasing role in accessing those bids which should probably be reviewed by a LEGAL representative.	In Legal Dept review
10.3.5 Bonds, Insurance, EEO and DBE/WBE Forms - Par. 2, In the 1st sentence delete pursuant to the Provisions of Section 10.06, Article 6.9 - Insurance... MOA insurance requirements governed by Risk Mgmt Dept and are listed in the bid documents.	Revision made.
10.3.7 Contractor's Warranty - We feel it is unfair practice to carry a warranty on projects that are not designed to MASS or the DCM standards, such as "shave and pave" projects. If the roads are in bad shape and are in need of repair, but no subgrade excavation, geotextile, insulation, or subdrains are installed, the new construction will inevitably fail again. Cracks in the AC and concrete will appear and should not be put on the contractor to repair at the contractor's expense. If there isn't enough money to make the repairs correctly and the intent is to "make it better than it was", the warranty should be waived on those projects.	Revision not made. SP to be developed to address warranty concern for such projects.
10.4.8 Work Incidental to the Contract – Deletion of items shown on the list are due to them already being covered in MASS or to a new revision to a MASS spec that now covers them.	Revisions have been made.
10.4.8 Work Incidental to the Contract – Add removal and disposal of existing electrical conduit and conductor.	Revision made.

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<p>10.4.8 Work Incidental to the Contract - Add the following item:</p> <ul style="list-style-type: none">•Installation of flexible delineators at the end of culverts, ends of retaining walls, field inlets, and other locations that may be hazardous or should be delineated for snow removal operations as determined by the Engineer.•Securing, permitting, maintaining, and restoring a stockpile/materials staging area as necessary to complete the Work.•Protect stockpiled materials for use on project.•Adjustment of water valve boxes to finish grade.•All Work required to shore, remove, and/or reset light poles and luminaires, including coordinating with Chugach Electric Association.•All Work required to shore, remove, and/or reset gas utility amenities including coordinating with Enstar Natural Gas Company.•All work required to shore, remove, and/or reset communications utility amenities including coordinating with Alaska Communications and/or General Communications Incorporated.•All Work required to shore, remove, replace, relocate and/or reset light poles, luminaires, pedestal or any other utility asset owned and operated by Chugach Electric Association, GCI, ACS. 25. All Work required to shore, remove, replace, relocate and/or reset any gas utility assets owned and operated by Enstar Natural Gas Company.•Coordination of garbage collection during construction.•Protecting trees not scheduled for removal•Tack Coat•Removal and disposal of all utility amenities to be removed.•Storage and protection of items to be used in the work and disposal of unusable material.•Connections to existing items specified in the Contract Documents. This includes but not limited to items specified in the Contract Documents as furnish and install pipe connection to existing pipe, etc.	<p>In review to try and determine appropriate specification articles to place them or delete because they are already covered. This task will be complete by the Final Draft.</p>

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<p>Work Incidental to the Contract - Add the following item (cont):</p> <ul style="list-style-type: none">•Removing and resetting gardens, planters, landscaping, retaining walls, play equipment, and other on property improvements and personal property in all areas disturbed by the Work. Items that cannot be reused or are damaged by Contractor activities shall be replaced in accordance with the Contract Documents, including the provisions of MASS and in as good or better condition to those existing prior to the work.•Mobilization and Demobilization.•Dewatering for construction of concrete abutments and cross culverts.•Construction access/staging area improvements and restoration of area(s) disturbed for said improvements.•Project information signs.•Saw-cutting of existing asphalt pavement.•Maintaining, and restoring a stockpile/material staging area as necessary to complete the Work.•Reuse of existing trench excavation material as directed by the Engineer.•Support of Structures and utilities to support excavation work.•Attendance and participation at the project meetings.•Coordinating with property owners or residents for work on-property or adjacent to the Project.•Removal of discovered abandoned utilities including pipes, conduit, light pole or traffic signal foundations, or other abandoned utilities as directed by the Engineer.•Dewatering for construction of concrete bridge abutments.•Protection and working around existing trees and root system.•Temporary 6-foot height security fencing around work zone and staging area.	<p>In review to try and determine appropriate specification articles to place them or delete because they are already covered. This task will be complete by the Final Draft.</p>

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<p>Work Incidental to the Contract - Add the following item (cont):</p> <ul style="list-style-type: none"> •Asphalt for tack coat. •Sawcutting, unless otherwise noted to be paid for •Repair of existing infrastructure or areas outside of demolition limits that are damaged by Contractor. •Furnishing and installing grounding conductors, ground rods, and ground rod clamps. •Removal and/or abandonment of soil boring caps, borings and piezometer tubes. •Removal and salvage of existing signs. •Removal and disposal of existing underground and overhead utility pipe/conduits/cable/conductors that are abandoned in place, that are found during excavation for the project and are not currently in use, are no longer in use, or as shown on the Drawings. •Removal and disposal of insulation board as required to be removed as shown on the Drawings or found during excavation. •Removal and disposal of sewage within existing storm drain/subdrain pipe and structures to be removed. •Removal and disposal of welded wire fabric or rebar within existing sidewalk or concrete aprons to be removed. •Providing temporary storm drain connections from the proposed storm drain system to the existing storm drain system including temporary storm drain pipe and structures. •Storage and protection of items to be used in the work and disposal of unusable material. •Replacing additional loop detector home run conduit and conductors damaged by construction and not included in the loop detector "new work" bid item. 	<p>In review to try and determine appropriate specification articles to place them or delete because they are already covered. This task will be complete by the Final Draft.</p>
<p>10.4.8 Work Incidental to the Contract - Item 8 states that removal and reinstallation of MH's & CB's unless identified as a bid item is incidental which seems unreasonable to have the Contractor take on that risk. Removing and/or reinstalling a storm drain structure is costly. If an unknown/unanticipated structure needs to be removed or reinstalled it would seem fair that the MOA pays for performing the work.</p>	<p>Revision made.</p>

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10.4.12 Public Convenience and Access - Insert after the 1st par.: One (1) week prior to commencing Work, the Contractor shall provide written notification to adjacent property owners, businesses and/or tenants of impending construction activities. The notification shall include contact name(s) for Contractor personnel who are responsible to inform and coordinate with property owners and businesses. The notification shall be reviewed and approved by the Engineer prior to distribution.	Revision made.
10.4.12 Public Convenience and Access - Add at the end of the 2nd par. : All notification shall be reviewed and approved by the Engineer prior to distribution.	Revision made.
10.4.12 Public Convenience and Access - Requirements for access and limits to closure of driveways	Revision not made per legal rep. advice.
10.4.15 Temporary Erosion Control and Storm Water Pollution Prevention Plans for Construction – Why is this in Div 10 & 20?	Revision made, article references 20.02
10.4.15 Temporary Erosion Control and Storm Water Pollution Prevention Plans for Construction – The SWPP manual should be a supplement to M.A.S.S. similar to: The latest edition of Part VI of the Manual of Uniform Traffic Devices (MUTCD), and ; The latest edition and supplements of the Alaska Traffic Manual (ATM). Not directly identified in M.A.S.S., therefore it can be updated on a more frequent basis as needed.	Revision not made. Further discussion required.

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<p>10.4.17 Utilities - The Owner shall not be held liable for damages to utilities during construction, including lost time and/or associated costs, due to deficiencies or omissions on the Drawings or these Specifications. – Is this even enforceable? See GMC’s comments on this. GMC Comment: MASS basically places all risk of unmarked utilities on the contractor, which is a risk that is difficult to price into a job and win it. We all know that utility locates and utility asbuilts are far from perfect, so there is really no way for EVERY utility to be marked on a set of plans unless you want to spend much more on engineering. Article 4.17 states that unmarked utility crossings and unmarked utility damage costs are to be borne by the Contractor. I think this should be revisited and changed. We have had legal counsel tell us that this won’t hold up in a lawsuit if an instance were to go that far. I believe we discussed this during the wrap up of tide water (which you guys were fair on the unmarked utilities and didn’t follow this general provision as far as I could tell), and we discussed the idea of possibly having a contingent sum for an estimated number of unmarked utilities that varied job to job. Somewhere like the port, where we know that everything under ground is just like a bowl of spaghetti, a higher contingent sum would be in place for both utilities that were not on the plans (and not bid into the job) but marked before excavation, and for utilities that were not marked but discovered during the excavation process. A project like the tank job, where all of the utilities were fairly new and well documented would have a low contingent sum in the bid sheet. I know that this solution is pushing it all down to the individual job, so some language in MASS Article 4.17 would need to be amended to make this the intent, rather than the way it is worded now, which puts all responsibility and risk on the Contractor.</p>	<p>In Legal Dept review</p>
<p>10.4.17 Utilities - Item E. Traffic Signal Control and Communications - Verizon needs to be added.</p>	<p>Revision made.</p>
<p>10.4.19 Record Drawings - This does not need to be in Div. 10. It should be in Div. 65, Article 2.14 As-Builts and Record Drawings.</p>	<p>Revision not made.</p>

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Comment	Response
10.4.23 Work Issued Under "Day Labor" Type Contracts - THE CONTRACTOR SHALL NOT ACCEPT ANY INDIVIDUAL PROJECT OR WORK ORDER UNDER THIS CONTRACT IN EXCESS OF \$50,000 WITHOUT THE PRIOR CONSENT OF THE PURCHASING OFFICER, OR HIS/HER DESIGNEE. THIS CONDITION IS A MATERIAL ASPECT OF THE CONTRACT. Notwithstanding the notice requirements of M.A.S.S. Section 10.05, Article 5.28 - Termination of Contract by Owner violations of this provision constitutes an immediate and material breach of the contract terms and may result in the termination of this contract for default by the Contractor without further administrative action.	Revision not made.
10.5.5 Shop Drawings - Need to be submitted electronically, not 6 copies. However, electrical items should still be submitted as hard copies because they are typically too large to provide electronically.	Revision made.
10.5.6 Product Data - This requirement should change seeing most, if not all, submittals are sent via PDF and can be forwarded to those who need it by the P.A.	Revision made.
10.5.6 Product Data - We need to look to reduce paper copies and go electronic. We also need to look at "fax" being a standard. We are still maintaining a fax machine, but we are no longer using it.	Revision made.
10.5.8 Change of Condition - What is required for written notice, where is it found?	Revision not made. Further discussion required.
10.5.9 Contractor's Authorized Representatives and Employees - Par. 2, 3rd sentence add read before and communicate.	Revision not made.
10.5.18 Changed Condition - Owner is not aware of any contaminated material within the project limits. If such material is encountered, Contractor shall notify the Engineer immediately for direction. This will be treated as a changed condition, unless the contamination was caused by Contractor's operation.	Revision made.
10.5.18 Changed Conditions – Review of the language in this section as to what is a "material" change.	Revision not made per legal rep. advice.
10.5.20 Changes in the Work - I have worked up a special section to re-write how compensation is handled, but that is in 10.07 (attached)	Revision made.