



**2015 Pipe Bursting Sanitary Sewer Construction Package IV**

**Solicitation Number: CO-00013**

**Job No.: 15-4801**

**ADDENDUM 1**

**September 16, 2015**

To Respondent of Record:

This addendum, applicable to work referenced above, is an amendment to the proposal and plans and specifications and as such will be a part of and included in the Contract Documents. Acknowledge receipt of this addendum by entering the Addendum number and issue date on the space provided in submitted copies of the proposal.

**MODIFICATIONS**

1. Replace current Workers' Compensation Insurance Coverage Requirements with revised document attached.
2. Remove Workers' Compensation Exhibit "A" from 2015 Pipe Bursting Sanitary Sewer Package IV documents.
3. Replace Table of Contents with revised Table of Contents attached.

**RESPONSES TO QUESTIONS**

1. On these two projects [2015 Pipe Burst Sanitary Sewer Construction Package IV & 2015 Cured-In-Place Pipe (CIPP) Sanitary Sewer Construction Package VI] there is no break down as to the amount of Cement & Epoxy. (500 VF & 1100 VF.) Can you specify?  
*Refer to "Item 910: Manhole Rehabilitation Specification".*
2. I am curious as to whether the 2015 Pipe Burst Sanitary Sewer Construction Package IV has plans since package III had them? Please advise.  
*Location and scope is undefined for Package IV; therefore, no plans shall be provided for this solicitation.*



*Nallely Gonzalez* 9-16-15

Nallely Gonzalez, P.E.  
San Antonio Water System

**ACKNOWLEDGEMENT BY RESPONDENT**

Each Respondent shall acknowledge receipt of this Addendum No. 1 by noting such and signing the Price Proposal.

This undersigned acknowledges receipt of this Addendum No. 1 and the proposal submitted herewith is in accordance with the information and stipulations set forth.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Respondent

**END OF ADDENDUM**

## Contract Documents Table of Contents

BIDDING AND CONTRACT REQUIREMENTS	PAGE
Invitation to Bidders . . . . .	. IV-1
Instructions to Bidders . . . . .	. IB-1
Workers' Compensation Insurance Coverage Requirements . . . . .	. WC-1
Contractor's Bid Packet Checklist . . . . .	. BC
Maps . . . . .	. MP
Bid Proposal. . . . .	. BP-1
Proposal Certification. . . . .	. PC-1
Good Faith Effort Plan . . . . .	. GFEP-1
Conflict of Interest . . . . .	. Form CIQ
Wage Decisions . . . . .	. WR-1
Asbestos Workers Memo . . . . .	. AAWR-1
General Conditions of the Contract . . . . .	. GC-1
Contract Agreement . . . . .	. CA-1
Performance and Payment Bond. . . . .	. PB-1
User Agreement . . . . .	. UA-1
Contractor Suspension Policy Exhibit "B". . . . .	. SP-1
Contractor Security Procedures Exhibit "C".. . . .	. SP-10
Request for Taxpayer Identification Number and Certification Form ( <i>Rev. 12/2014</i> ). . . . .	. W-9
Instructions for Completing the ACORD Certificate of Liability Insurance . . . . .	. ICS
Special Provisions to the Technical Specifications . . . . .	. SPTS-1
Supplemental Conditions . . . . .	. SS-1
Special Conditions. . . . .	. SC-1
Special Specifications Manhole Rehabilitation. . . . .	. 910

(Separate Documents)

CoSA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (Latest Edition)

SAWS SPECIFICATIONS FOR WATER & SANITARY SEWER CONSTRUCTION (April 2014)

## Workers' Compensation Insurance Coverage.

### A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division [or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84.) showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

WC1

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.