

ADDENDUM NO. 1
EASTERN OREGON UNIVERSITY
ITB #FP-2022-03
EOU WEST STEAM DISTRIBUTION MAIN REPLACEMENT

This addendum (3 pages total including attachments) changes the contract documents as follows:

Clarifies Product Substitutions and changes Section 01 63 00 Product Substitutions.

Addendum No. 1 to the Invitation to Bid (ITB) is hereby submitted for use in proposal preparation and submittal.

All changes, additions, and/or deletions are hereby made as part of EOU West Steam Main Distribution, as fully and completely as if the same were entirely set forth in the ITB #FP-2022-03. Changes and additions are noted in underlined italics; deletions are noted in ~~strike through~~.

CONTRACT DOCUMENTS

BID DOCUMENTS

Instructions for Bidders, Section 00 20 00 (Page 1 of 6)

Modify Section 1.7 as follows:

~~No substitutions, alternate bids or partial bids are allowed, except as provided by written addenda from the Owner. Partial bids, incomplete bids, and alternate bids are not allowed. No substitutions or deviations from the Contract Documents are permitted during the bidding period except as approved by written addendum issued by the Owner in accordance with Section 01 63 00.~~

Price and Payment Procedures, Section 00 20 00 (Page 3 of 4)

Modify Section 1.07A Modifications Procedures ads as follows:

Document any requested substitutions in accordance with Section 01 ~~6000~~ 63 00.

SPECIFICATIONS

Section 01 63 00 Product Substitution

Attachment 1 which replaces Section 01 63 00 in its entirety

ATTACHMENTS

Attachment 1 – Section 01 63 00 Product Substitutions, dated February 4, 2026 (2 pages)

By: John Garlitz, Director of Facilities & Planning

Date: February 4, 2026

SECTION 01 63 00
PRODUCT SUBSTITUTIONS

PART 1 GENERAL

1.1 GENERAL

- A. Wherever a Material, Article, or piece of Equipment is identified on the Drawings or in the Specifications by reference to manufacturers', trade names, catalog numbers, or similar designation, such reference is intended to establish a standard of quality, performance, or design intent.
- B. As a public entity, the Owner shall allow consideration of approved equal products. Products of other manufacturers may be considered acceptable provided they are demonstrated to be equal or superior in quality, function, durability, serviceability, and compatibility with the design intent, as determined by the Owner.
- C. Approval of substitutions is not automatic. Approval shall be granted only by written determination of the Owner, with technical evaluation by the Engineer.
- D. Engineering review is limited to evaluation of technical equivalency. Approval does not relieve the Bidder or Contractor of responsibility for compliance with the Contract Documents, nor does it constitute approval of means, methods, constructability, cost, or schedule impacts.

1.2 SUBSTITUTIONS DURING BIDDING PERIOD

- A. This Section supplements, and does not modify, the requirements of Section 1.7 of the Instruction to Bidders.
- B. Product substitution requests during the bid period shall be submitted by a Bidder. Requests submitted solely by the manufacturers, suppliers, or representatives will not be considered.
- C. Manufacturers or suppliers may provide technical information; however, the Bidder shall be the sole submitting party and shall be responsible for the completeness, accuracy, applicability, pricing, schedule impacts, and coordination of the proposed substitution.
- D. Unless otherwise exempt under ORS 279C.345, if a Bidder proposes to use Materials, Equipment, products, or methods other than those specified, the Bidder shall submit a written substantiation request to the Engineer by the "Request for Clarifications or Change or Protest Bid Documents" date and time specified in the Invitation to Bid. Substitution requests received after this deadline will not be considered.
- E. Substitution requests shall be submitted by email to the Engineer, with a copy to the Owner. No specific substitution request form is required. Use of proprietary or third-party substitution request forms, including CSI substitution forms, is not required. If such forms are used for convenience, signature lines shall not be construed as authorization or approval. Each substitution request shall include, at a minimum:
 - 1. Identification of the specified product, including Specification section, page, and paragraph.
 - 2. Identification of the proposed substitute, including complete product description.
 - 3. Detailed comparison demonstrating functional, performance, and qualitative equivalency or superiority.
 - 4. Identification of all differences from the specified product.

5. Identification of any changes required to the Work, including related systems or coordination.
 6. Statement of impacts, if any, to cost, schedule, space requirements, or design.
 7. Manufacturer's technical data, test reports, and certifications, clearly marked to show compliance.
- F. The Engineer shall review the substitution request for technical equivalency only and provide a recommendation to the Owner.
- G. If a substitution is approved, such approval and any resulting modifications to the Contract Documents shall be issued by written Addendum prior to the Bid Opening. No substitution shall be considered approved unless acknowledged by Addendum.
- H. If no Addendum is issued, Bidders shall bid the products specified in Contract Documents.

1.3 SUBSTITUTIONS AFTER CONTRACT AWARD

- A. After Contract Award, substitution requests shall be submitted only by the Contractor and shall be evaluated in accordance with the Contract Documents and Change provisions.
- B. Approval of post-award substitution may be considered when, in the Owner's determination:
1. The specified product is unavailable within the Contract Time.
 2. The specified product has been discontinued.
 3. The specified product has been replaced by a demonstrably superior product.
 4. The specified product does not comply with applicable codes.
 5. The substitution is otherwise determined to be in the Owner's best interest.
- C. Approved substitutions after award shall be authorized by Change Order or Construction Change Directive, as applicable. No adjustment to Contract Sum or Contract Time shall be implied unless expressly stated.

1.4 CONTRACT COMPLIANCE

- A. Approval of a substitution does not relieve Contractor from responsibility for proper execution of the Work and for compliance with other Contract requirements.
- B. All costs, redesign, re-coordination, delays, or impacts resulting from an approved substitution shall remain the responsibility of the Contractor unless expressly stated otherwise in writing.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION