

ADDENDUM #3 EXHIBIT

LIST OF POTENTIAL “BESPOKE” OFF-SITE FABRICATION

WTP Building Improvements 2026, Project 25-1199

PURPOSE

Effective July 1, 2026, Oregon House Bill 2688 extends Oregon prevailing wage coverage (ORS 279C.800 et seq.) to certain off-site fabrication that is “Bespoke” — i.e., (1) not a standard or stock product, (2) fabricated off-site at a shop or “Satellite Public Works Site,” (3) built specifically to this project’s individualized specifications, and (4) falling within one of eight statutory system categories: mechanical (HVAC), plumbing, electrical, boiler systems, ornamental/structural ironwork, masonry and plaster, roofing/flashing/architectural panels, and mechanical insulation.

ITEMS TO BE TREATED AS BESPOKE WORK

Item	Reference	Basis for Classification	Treatment
HVAC Ductwork & Casings	23 31 00	Fabricated to the project-specific duct layout, sizes, and configuration shown on the Drawings, per SMACNA HVAC Duct Construction Standards. Falls under the “mechanical (HVAC)” category.	Bespoke work
Pipe & Tube Railings	05 52 13	Specification requires components be accurately formed “to suit specific project conditions” and shop-assembled for delivery to site. Falls under “ornamental and structural ironwork.”	Bespoke work
Sheet Metal Flashing, Trim & Copings	07 62 00	Custom-fabricated flashings, counterflashings, gutters, and downspouts per submitted shop drawings matching this building’s specific profiles and dimensions. Falls under “roofing, flashing, and architectural panels.”	Bespoke work
Hoist Rail Beam Assembly	Dwg. A8.30, Detail 14	Steel beam (S15x50) cut to a field-verified length and fitted with shop-welded end connection plates, angle stiffeners, and web stiffener plates fabricated to match existing anchor locations and this installation’s specific loading and geometry. The fabricated structural steel assembly falls under “ornamental and structural ironwork”	Bespoke work

REQUIRED NOTICE OF OFF-SITE WORK — OAR 839-025-0020(12)(B)

The following clause satisfies the separate, mandatory notice requirement of OAR 839-025-0020(12)(b) and is added to the Contract Documents:

The Contractor shall provide the Owner with written notice, prior to commencement, of any work under this Contract that could reasonably be performed at a location other than the site of the work — regardless of whether the Contractor believes such work constitutes “Bespoke” work under ORS 279C.800(6)(a)(G). Such notice shall identify the location where the work will be performed, the nature and scope of the work, and the Subcontractor or Supplier performing it. This notice requirement applies in addition to, and does not limit, the Contractor’s obligations under ORS 279C.800 et seq. generally.

SECTION 00 30 00

BID FORM

WTP Building Improvements 2026, Project 25-1199

THIS BID IS SUBMITTED TO: Clackamas River Water
Attn: Karin Holzgang, Contracts Coordinator
16770 SE 82nd Drive
Clackamas, Oregon 97015

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data and documents identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests,

studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price described in the following bid schedule.

5.02 Bidder shall refer to the Measurement and Payment section for detailed descriptions of each unit price item.

BID SCHEDULE

Bidder shall submit a Bid as set forth in the Bid form. Submission of Bids on these schedules signifies Bidder's willingness to enter into a Contract for the price offered. Bidders offering a Bid on this schedule must be capable of completing the Work within the time period stated in the Agreement. Owner may elect to delete any bid item from the work.

BASE BID PRICE \$ _____

ALTERNATE #1 PRICE (Use "+" or "-") \$ _____

Bid Item	Description	Qty	Unit	Unit Price	Total Price
1.	Removal of Existing Underlayment	10	SF	\$ _____	\$ _____
2.	Provide Self-Leveling Underlayment	10	SF	\$ _____	\$ _____

UNIT PRICE TOTAL \$ _____

BID TOTAL \$ _____

TOTAL BID FOR ~~ALL UNIT~~ PRICES IN ~~ATTACHED~~ BID SCHEDULE

(\$ _____)

(use figures)

(use words)

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 15.06.A of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7.01 Refer to the Bidder's Checklist, Section 00 11 00, for forms and documents that must be executed in full and submitted with the bid.

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on _____, 20_____

9.01 Bidder Identification and Signatures

Name of Firm: _____

Federal Tax ID No: _____

State of Incorporation and Oregon CCB License No: _____

Bidder ☐ IS / ☐ IS NOT a "Resident Bidder" as defined by ORS 279A.120.

Signature and Printed Name(s): *(If Bidder is a partnership or joint venture, all parties must sign below)*

_____	_____
_____	_____
_____	_____

Title: _____

Date: _____

END OF SECTION

SECTION 00 80 00

SUPPLEMENTARY CONDITIONS

WTP Building Improvements 2026 , Project 25-1199

These Supplementary Conditions amend or supplement the Standard General Conditions of the Engineers Joint Contract Documents Committee (EJCDC C-700, 2018 Revision) (Document 00 70 00) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. Applicable parts of the General Conditions are referenced by Article number, title, and section.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01 *Defined Terms*

Modify the corresponding definitions in the General Conditions with the following:

22. *Engineer* – A Registered Professional Engineer employed or contracted by Clackamas River Water.
30. *Owner* – Clackamas River Water, a domestic water supply district organized under ORS Chapter 264.
42. *SUBSTANTIAL COMPLETION* – ADD THE FOLLOWING PARAGRAPH(S):

Substantial Completion is further defined as:

- a. That degree of completion of the Project's operating facilities or systems sufficient to provide the Owner the full time, uninterrupted, continuous beneficial operation of the Work; and
- b. All required functional, performance and acceptance or startup testing has been successfully demonstrated for all components and devices to the satisfaction of the Engineer in accordance with the requirements of the Specifications; and
- c. All required inspections have been completed and identified conditions corrected.

Specific items of Work that shall be completed prior to the declaration of Substantial Completion date include, but are not limited to, the following:

- Conformance with all training services requirements
- Correction of all state, local, and other regulatory agencies' defective Work lists.

- Submittals have been received and approved by the Engineer including, but not necessarily limited to, the following: record documents; approved shop drawings and samples; operation and maintenance manuals; equipment data forms; manufacturers' certificates of proper installation; and factory test reports.
- All special accessories have been provided that are required to place each item of equipment in full operation. These special accessory items include, but are not limited to, specified spare parts, adequate oil and grease or other lubrication, air filters, light bulbs, fuses, special tools, valve operators, and other expendable items required for startup and operation of the operating facilities or systems as a whole.
- All additional warranty or insurance coverage requirements have been provided.
- For major equipment systems, all overall system performance tests and commissioning have been successfully completed and the entire system placed in satisfactory operation.

Add the following definitions:

51. *Drawings of Record* – Those drawings made or revised by the Contractor during progress of construction and approved by the owner or the Design Professional, illustrating how various elements of the work were actually installed.
52. *Final Completion* – The completion of all of the Work called for under the Contract including but not limited to, if applicable, satisfactory operation of all equipment, by means of acceptance tests, correction of all punch list items to the satisfaction of the Owner and the Design Professional, settlement of all claims, if any, payment and release of records of all construction and like liens, delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificate required prior to occupancy, electrical certificates, mechanical certificates, plumbing certificates, all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction, and removal of all rubbish, tools, scaffolding and surplus materials and equipment from the job site.
53. *Or Approved Equal* – Indicates that the material or product to be supplied or installed must be equal to that specified and as approved by the Owner.
54. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
55. *Punch List* - List of incomplete items of work and of items of work which are not in conformance with the contract. The list will be prepared by the Engineer when the Contractor:

- a. Notifies the Engineer in writing that the work has been completed in accordance with the contract; or
 - b. Requests in writing that the Owner accept the work.
- 56. *Payment Bond* – The form of security approved by the Owner and furnished by the Contractor and Contractor’s Surety guaranteeing payment for all labor, materials, services, and equipment furnished for use by the Contractor in performance of the Contract.
- 57. *Performance Bond* – The form of security approved by the Owner and furnished by the Contractor and Contractor’s Surety guaranteeing the complete and faithful performance of all the obligations and conditions placed upon the Contractor by the Contract.
- 58. *Bid Bond* – The security to be furnished by the Bidder on the form furnished as a guarantee of good faith to enter into a contract for the Work contemplated if it be awarded to the Bidder.
- 59. *Taxes* – All taxes, assessments, duties, fees, levies, tariffs, imposts, licenses, or similar governmental charges of any kind (including any interest, penalty, or addition thereto) enacted by any federal, state, regional, county, municipal, transit-related, or local governmental authority, whether measured by gross receipts, income, payroll, property, sales, use, consumption, commercial activity (including Oregon’s commercial activity tax), excise, value-added, franchise, or any other base, applicable to the labor, materials, equipment, supplies, services, transactions, receipts, or other items required for the Work or arising out of this Contract. The term “Taxes” includes those taxes that are enacted as of the effective date of Contractor’s submission of its bid, whether or not yet effective or merely scheduled to go into effect.

SC-2.02 **Copies of Documents**

Delete paragraph 2.02.A and insert the following in lieu thereof:

- A. Owner shall furnish to Contractor up to (4) four printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and upon request, one copy in electronic portable document format (PDF). Additional printed copies will be furnished to Contractor upon request and at the cost of reproduction.

SC-2.03 **Before Starting Construction**

Delete paragraph 2.03.A and insert the following in lieu thereof:

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer an initial schedule or schedules which shall show the dates at which the Contractor will start and complete the various parts of the contract. The scheduled

completion date must be the same as the contractual completion date. Should the Contractor show a completion date earlier than the Contractual completion date, the resulting "float" shall belong to both the Owner and the Contractor. The Engineer will review schedules and if required, Contractor shall resubmit revised schedules within two (2) working days after return of review copy. The Notice to Proceed will not be issued until an acceptable schedule is submitted.

Add the following paragraph(s):

- B. Schedules shall be of the Gantt Chart Type prepared using a computer program such as Microsoft Project or as mutually agreed. Schedules shall show critical path with logical ties between tasks and as a minimum, the start date, finish date, and planned duration of each task.

SC-3.01 **Intent**

Delete paragraph 3.01.A and insert the following in lieu thereof:

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all. The Contract Document higher in precedence shall control and supersede the Contract Documents lower in precedence in accordance with the following listing arranged from the highest to the lowest in precedence:

the one

1. Addenda, if any, Supplement Agreements; and Change Orders;
 9. Invitation to Bid
 10. Instructions to Bidders
- dated later having precedence over the one dated earlier.
2. Agreement
 3. Supplementary Conditions, if any
 4. General Conditions
 5. General Requirement
 6. Other Specifications, as provided
 7. Drawings
 8. Bid Forms

SC-4.01 **Commencement of the Contract Times; Notice to Proceed**

Delete paragraph 4.01 and insert the following in lieu there

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 30th day after the Effective Date of the Contract or as stipulated in the Agreement or as mutually agreed between Owner and Contractor.

SC-4.02 **Starting the Work**

Delete paragraph 4.02 and insert the following in lieu thereof:

- A. Contractor shall start to perform the Work within ten (10) calendar days after the date indicated upon the written Notice to Proceed issued by the Engineer. No Work shall be done at the Site prior to the date on which the Contract Times commence to run, all governmental permits, approvals or authorizations have been given, and all insurance certificates have been submitted to the Owner.

SC-4.04 **Progress Schedule**

Delete paragraph 4.04A.1 and insert the following in lieu thereof:

- 1. Once each month, prior to the processing of the monthly progress payment, the Contractor shall provide an updated schedule to the Engineer. Updates must accurately reflect as-built schedule.
 - a. In addition, a two-week rolling schedule shall be updated and provided to the Engineer at the beginning of each work week. The two-week rolling schedule shall include the Contractor's proposed daily activities and location(s) of work during the coming two-week period. No work shall commence at the beginning of each workweek until the updated two-week rolling schedule is submitted. During the contract period, the Contractor shall also coordinate his activities daily with the Engineer.

SC-5.03 **Subsurface and Physical Conditions**

Delete paragraph 5.03A.and 5.03B and insert the following in lieu thereof:

- A. No reports of exploration or tests of subgrade conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the site, are known to Owner.
- B. Not Used.

SC-5.06 **Hazardous Environmental Conditions at Site**

Delete Paragraph 5.06A and 5.06B and insert the following in lieu thereof:

- A. No reports or drawings relating to hazardous environmental conditions at the site are known to Owner.
- B. Not Used.

SC-6.02 **Insurance – General Provisions**

Add the following subparagraphs to 6.02.D:

- a. Deliver all certificates of Insurance required by the Contract Documents to Owner with executed Agreement.

- b. All certificates of insurance submitted by the Contractor shall clearly state the Owner as "Additionally Insured" Certificates with Owner designated as "Certificate Holer" will be returned for correction.

Delete paragraph 6.02E in its entirety.

SC-6.03 **Contractor's Insurance**

Add the following subparagraphs to paragraph 6.03.B:

6. contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance; and
7. with respect to workers' compensation and employer's liability, comprehensive automobile liability, commercial general liability, and umbrella liability insurance, Contractor shall require Contractor's insurance carriers to waive all rights of subrogation against Owner, Engineer, Engineer's Consultants, and their respective officers, directors, partners, employees, and agents.

Add the following subsection:

D. Definition of Liability Insurance and Limits

1. Workers' Compensation and Employer's Liability Insurance: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
2. Comprehensive Automobile Liability Insurance: Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000.
3. Commercial General Liability Insurance: Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and non-contributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.
4. Umbrella Liability Insurance: This insurance shall protect Contractor, Owner, and Engineer as additional insureds, against claims in excess of the limits provided under workers' compensation and employer's liability, comprehensive automobile liability, and commercial

general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits for bodily injury and property damage shall be not less than \$1,000,000 combined single limit for each occurrence.

SC-6.04 Builders Risk and Other Property Insurance

Delete paragraph 6.04.A and insert the following in lieu thereof:

- A. The Contractor is not required to purchase insurance coverage for work in progress, commonly known as 'builder's risk insurance'. CRW assumes responsibility for damage to the work in progress. However, such assumption of responsibility does not relieve the Contractor for loss or damage to the work in progress caused by the Contractor, its employees, subcontractors or others under its control or supervision.

Delete paragraph 6.04.B in its entirety.

SC-6.04 Partial Utilization, Acknowledgment of Property Insurer

Add the following three subparagraphs immediately after Paragraph 6.04.D.

1. All insurance required by the Contract Documents, or by laws or regulations shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by Owner until all Work included in the agreement has been completed and final payment has been made.
2. Nothing contained in the insurance requirements shall be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from his operations under the Contract. Contractor agrees that he alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by Owner or Engineer shall not operate to the contrary.
3. The property insurance shall contain no partial occupancy restrictions for partial utilization of the project by the Owner for the purpose intended.

SC-7.03. Labor; Working Hours

Add the following paragraph immediately after Paragraph 7.03.C:

- D. Access to the site will be restricted to the hours between 7:00 a.m. and 5:00 p.m. for normal working days.
- E. Certain work under this project may require night and/or weekend work to avoid service disruptions to customers. Contractor shall coordinate alternate shift scheduling, when required, with the Owner and other applicable parties under this project, and shall reflect consideration of such schedules in his bid.

SC-7.07. Concerning Subcontractors and Suppliers

Add the following paragraphs immediately after paragraph 7.07.M:

- N. The Contractor shall include the following provisions in all its first-tier subcontracts and contracts with material suppliers:
1. A clause that requires the subcontractor to pay its subcontractors or material suppliers within 10 days after the contractor receives payment from the public agency for satisfactory work performed as required by Oregon's Prompt Payment statutes.
 2. A clause that requires the subcontractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or another method the subcontractor may use for requesting payment and to use that form and regular administrative procedures for processing payments for the entire term of the subcontract unless authorized to change the form and administrative payment procedures under Oregon's Prompt Payment statutes.
 3. A clause that requires the payment of an interest penalty in the amount of 9% per annum if the subcontractor does not make payment to its subcontractors or material suppliers within 30 days after receiving payment from the public agency as required by Oregon's Prompt Payment statutes.
 4. A clause that requires the subcontractor to pay at least the prevailing wage rates as required by the State of Oregon and to certify by submitting monthly a completed Public Works Wage Certification Form, as required by ORS 279C.845. The Contractor shall withhold or retain 25% of any amount earned by a first-tier contractor until the subcontractor has filed the certified payroll form as required.
 5. A clause that requires the subcontractor, in every subcontract made in connection with the Contract, to file a public works bond with the Construction Contractors Board before starting work on the project, unless the subcontractor is exempt.
- O. The Contractor shall include a clause in each of its subcontracts and contracts with material suppliers requiring the first-tier subcontractor to include the payment and interest penalty provisions stated above in Section 7.07.N in each subcontract and require those subcontractors of any tier to include such clauses in each subcontract of any tier.

SC-7.09 Permits

Insert the following as 7.09.B:

- B. Notwithstanding Article 7.09.A, Owner shall obtain and pay for the building permit for the Work. Contractor shall obtain and pay for all other permits required for the Work, including, but not limited to, mechanical, electrical, plumbing, and other trade

permits, and shall pay all governmental charges and inspection fees associated therewith.

SC-7.10 Taxes

Delete 7.10.A and replace with the following:

- A. Unless expressly otherwise provided in the Contract, the Contract Price includes, and Contractor shall pay, all sales, use, commercial activity tax ("CAT"), and other similar Taxes that are enacted at the time proposals are received. Contractor shall incorporate Taxes into pricing shown on its Schedule of Values. The Contract Price includes all Taxes of any kind enacted by any governmental authority on the labor, materials, equipment, or other items required for the Work, or on the transactions contemplated by this Contract, that are enacted as of the date of Contractor's submission of its bid. If any tariffs are enacted and imposed subsequent to date of Contractor's submission of its bid, and the Contractor asserts entitlement to an adjustment of the Contract price or time, the Contractor shall strictly comply with the provisions of Article 11 in relationship to such tariffs. Notwithstanding anything herein to the contrary, Contractor shall have no claim for adjustment of the Contract price or time due to any Taxes other than tariffs that are enacted subsequent to the date of Contractor's submission of its bid.

SC-7.11. Laws and Regulations

Add the following paragraph(s):

- D. The Contractor shall pay at least the prevailing wage rates as required by the State of Oregon and shall so certify by submitting monthly a completed Public Works Wage Certification Form, as required by ORS 279C.845. The current prevailing wage rates are incorporated in this Contract by reference and are available at: 6. The Owner shall withhold or retain 25% of any amount earned by the Contractor until the Contractor has filed the certified payroll form as required.
- i. Contractor shall promptly notify Owner in writing of any Work that could reasonably be performed at a location other than the site of work, including, to the extent known, the nature of the Work, the applicable system or component, the performing entity, and the location, and shall require its Subcontractors and Suppliers at every tier to provide such information sufficiently in advance for Contractor to give timely notice. Based upon its review of the Contract Documents, its Bid, and other Project information provided to Contractor, prepared by Contractor, or otherwise available as of the Effective Date, Contractor represents and warrants that, after reasonable inquiry, it has disclosed all Work reasonably anticipated to be performed off-site and is not aware of any additional Work reasonably anticipated to be performed off-site and subject to ORS 279C.800 through 279C.870. This

representation does not limit Contractor's continuing disclosure and compliance obligations. Neither any notice nor Owner's review or response constitutes an Owner determination regarding coverage, and Contractor remains responsible for determining applicability and ensuring compliance at every tier.

ii. Pursuant to OAR 839-025-0020(12)(a), Owner identifies the following types of Work required by the Contract that reasonably could be considered to be performed on a system or component described in ORS 279C.800(6)(a)(G)(iv):

1. Mechanical systems, such as heating, ventilation, air conditioning, refrigeration, and other ducting or piping systems or components;
2. Plumbing systems or components;
3. Electrical systems or components of electrical systems that conform with the requirements of ORS 479.510 through 479.945 and the rules of the Electrical and Elevator Board;
4. Boiler systems or components of boiler systems;
5. Ornamental and structural iron work;
6. Masonry and plaster systems or components;
7. Roofing, flashing, and architectural panel systems or components other than glazing systems and components; and
8. Mechanical insulation.

Inclusion of Work referenced hereinabove does not constitute an Owner determination that the Work satisfies all requirements for prevailing-wage coverage under ORS 279C.800 through 279C.870, and omission from the list does not limit Contractor's notice, disclosure, or compliance obligations.

- E. The Contractor may not employ a person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay, as determined by ORS 279C.520(1)(a) and ORS 279C.520(5).
- F. The Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation, with another employee or another person and the Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- G. The Contractor shall comply with the prohibition set forth in ORS 652.220. Compliance with ORS 652.220 is a material element of the Contract and

Contractor's failure to comply is a breach that entitles Owner to terminate the Contract for cause.

- H. The Contractor shall give notice in writing to employees who work on the Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.
- I. Contractor shall promptly, as due, make payments to all persons supplying labor or materials for the prosecution of the work provided for herein, and shall also pay all contributions or amounts due the State Industrial Accident Fund on account of the performance of this Contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished or contributions due said State Industrial Accident Funds.
 - 1. In case Contractor shall fail, neglect, or refuse to make prompt payment of any claim for labor or services (including payments to the State Industrial Accident Fund), furnished by any person in connection with this Contract as said claim becomes due, whether said services and labor be performed for the Contractor or subcontractor, then the proper officer or officers representing the Owner may pay such claim(s) and charge the amount thereof against funds which are or will become due to the Contractor, but the payment of any such claim in the manner herein authorized shall not relieve the Contractor or his surety from obligations which will result from such claims.
 - 2. In case Contractor or its subcontractor shall fail, neglect, or refuse to pay a person that provides labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- J. Contractor and all subcontractors engaged by Contractor on the project shall comply with ORS 656.017, unless they are exempt employers under ORS 656.126.
- K. Any and all other of the Laws of Oregon which are applicable to work of the nature herein contemplated shall be observed in all respects.
- L. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- M. The Contractor shall pay promptly any person furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees

to pay for the services and all money and sums that the Contractor deducted from wages as required by ORS 279C.530.

- N. The Contractor shall, where allowed by the specifications, use goods produced or manufactured in the state of Oregon if price, fitness, availability and quality are otherwise equal. Notwithstanding this requirement, the Contractor shall not substitute goods unless the substitution has been approved in writing by the Project Engineer.
- O. The Contractor shall file a public works bond with the Construction Contractors Board before starting work on the project and require every subcontractor, unless exempt, to file a public works bond relating to the subcontract work.
- P. The Contractor, where allowed by the specifications, shall use supplies or materials manufactured from recycled materials. Notwithstanding this requirement, the Contractor shall not substitute goods unless the substitution has been approved in writing by the Project Engineer.
- Q. The Contractor shall certify in writing that Contractor has a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class, as required by ORS 279A.112. The Contractor shall maintain the policy and practice during the entire term of the contract.
- R. The Contractor represents and warrants that it has complied with the tax laws of Oregon. The Contractor covenants that it will continue to comply with the tax laws of Oregon during the term of this Contract. The Contractor's failure to comply with Oregon tax laws before the Contractor executes the Contract or during the term of the Contract is a default for which the Owner may terminate the Contract and seek damages and other relief available under the Contract or applicable law.
- S. Other laws that may be applicable to the performance of this contract are identified on Attachment SC-1, attached to these Supplementary Conditions.
- T. The Contractor shall demonstrate that an employee drug testing program is in place.

SC-7.12. Record Documents

Add the following paragraph immediately after Paragraph 7.12.A:

- B. Owner may stop or suspend the Work without notice during any time period that Contractor is out of compliance with this paragraph.

SC-7.13. Safety and Protection

Add the following paragraph immediately after Paragraph 7.13.J:

- K. Safety and accident reports shall be submitted in accordance with the Contractor's reporting procedure or by the OR-OSHA reporting form. Unless otherwise provided herein, Contractor shall inform Owner of any accidents and OR-OSHA reportable accidents on the same day or as soon as reasonably possible. Other incidents or accidents will be reported in writing within three (3) calendar days of occurrence.

SC-7.16. Submittals

Refer to technical specification section 01300 for submittal procedures and governing specifications, as outlined in 01300.1.01.C, etc.

SC-7.0 Contractor's Responsibilities

Add the following sections to Article 7:

7.20 *Connecting the Work*

- A. Contractor shall do all cutting, fitting, and patching that may be required to make the several parts of the Work come together properly and to fit his work to receive or be received by the work of other firms as shown upon or reasonably implied by the drawings and specifications.
- B. Contractor shall not endanger or cut or alter the Work of any other firm without the consent of Owner.
- C. Requirements for additional cutting, fitting, and patching resulting from Contractor's defective or ill-timed work shall not be a basis for additional cost to Owner.
- D. If any part of the Contract Work depends for proper execution or maximum durability upon the work of any other firm, Contractor or his subcontractor(s) shall inspect said work before commencing his own work and shall make known, for approval by Owner, any departures from the drawings and specifications. Failure of Contractor to observe these requirements shall bar him from claiming thereafter that defects in his own work are due to defects in the work of others, unless he submits clear and convincing evidence that a thorough inspection of said other work was made before his own work went forward and that tests which were reasonable and customary failed to disclose the defects which later appeared.

- E. Where it is necessary to connect to existing facilities, Contractor shall not interrupt Owner's operations to make such connections, but the Work shall be done on a scheduled time basis convenient to Owner. Any overtime necessary for such connections shall be at Contractor's expense. The Contractor shall maintain domestic water service to all customers served by the project. Temporary shutdowns of individual services of up to 6 hours in duration may be scheduled with at least 48 hours advanced notice to the District, or as approved by the District. The Contractor shall establish and maintain temporary water services as needed so that shutdowns shall not exceed 6 hours. Such temporary services shall be constructed of materials NSF approved for potable water service and shall be approved by the District. Existing fire hydrants shall remain in service until new fire hydrants have been placed in service.

7.21 *Ownership of Documents*

- A. All drawings, specifications, computations, sketches, test data, survey results, photographs, renderings, models and other material related to the Work prepared by Contractor, or furnished to Contractor by Owner or Design Professional, are the property of Owner. Contractor shall submit to Owner the original and a reproducible copy of all such materials upon Owner's request, otherwise upon completion of construction. Contractor shall not use any such materials or copies thereof on other work nor shall he divulge information from such materials without Owner's prior written approval.

7.22 *News Releases*

- A. Contractor shall not divulge information concerning this Project to anyone (including, without limitation, information in applications for permits, variances, etc.) without Owner's prior written consent. Contractor shall obtain a similar agreement from firms and contractors, subcontractors, material suppliers, and others employed by him. Owner reserves the right to release all information as well as to time its release, form and content. This requirement shall survive the expiration of the Contract.

SC-9.04. Pay When Due

Delete paragraph 9.04.A and insert the following in lieu thereof:

- A. Unless the Owner is excused from making payment as provided by law or in the Contract Documents, Owner shall promptly make payments to Contractor when they are due as provided in Paragraphs 15.01.D and 15.06.E.

- B. In the event the Contractor or one of its subcontractors fails to pay for labor or materials, the Owner may file a complaint with the Oregon CCB and take any other action as permitted by law, unless the Contractor demonstrates to the satisfaction of the Owner there is a good faith dispute over the withheld payment.

SC-11.01 Amending and Supplementing the Contract

Add the following paragraph immediately after Paragraph 11.01.C:

- D. Notwithstanding the foregoing authorizations for the Engineer, no approval of a field order, shop drawing, sample or other interpretation or clarification by the Engineer shall be construed to grant approval of a cost increase or any schedule extension. Such approvals are reserved for the Owner.

SC-11.07 Change of Contract Price

Delete paragraph 11.07.A and insert the following in lieu thereof:

- A. The Contract Price may only be changed by a Change Order or by issuance of a Work Change Directive. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

SC-11.07 Change of Contract Price

Insert the following as 11.07.D:

- D. With respect to any Change Proposal, Claim, or other request by Contractor for an adjustment arising out of or relating to an actual or alleged change in the Work under Article 11, Contractor's compensation for such change shall be limited to the adjustment in Contract Price, if any, determined in accordance with Article 11.07 and Article 13. Except for amounts expressly permitted as part of such adjustment under Article 11.07 and Article 13, Contractor shall not recover consequential, incidental, indirect, special, exemplary, or punitive damages arising out of or relating to such change, including lost revenue, lost business opportunity, financing costs, loss of use of Contractor's business, facilities, or property, or anticipated profit on Work not performed. This Article does not limit any adjustment in Contract Times otherwise available under Articles 4.05 and 11.08 or any right or remedy of Owner.

SC-13.01 Cost of the Work

Delete paragraph 13.01.B.5.c.2) and insert the following in lieu thereof:

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate for such equipment as mutually agreed between Owner and Contractor at the onset of the work. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

SC-13.03 Unit Price Work

Delete paragraph 13.03.C and insert the following in lieu thereof:

- C. Each unit price will be deemed to include an amount sufficient to cover all costs, expenses, overhead and profit for each separately identified unit item.

SC-15.01 Progress Payments

Delete paragraph 15.01.B.1 and insert the following in lieu thereof:

1. On the last day of each month Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

Delete paragraph 15.01.D and insert the following in lieu thereof:

1. Fifteen days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-17.01 Methods and Procedures

Add the following paragraph immediately after paragraph 17.01.B:

- C. *Dispute Resolution:* Except as otherwise provided in the Contract Documents ~~of any such dispute does not excuse continued performance under the Contract Documents~~ and by law, in the event of a dispute between Owner and Contractor subject to resolution under this article, the parties will use the following procedure to resolve the dispute. Either party may notify the other that for purposes of time limits herein, the dispute resolution process has been instituted. The existence ~~of any such dispute does not excuse continued performance under the Contract Documents~~
1. Contractor's and Owner's project managers will first attempt to resolve the dispute through discussion and negotiation.
2. If the project managers are unable to resolve the dispute within 20 days, the matter will be referred to the next managerial level of the respective parties.
3. If the dispute is not resolved within 30 days of referral to management, the parties will attempt in good faith to resolve the dispute through mediation. Each party will bear its own costs of mediation and will share equally in common costs.
4. If the dispute has not been resolved through mediation within 60 days of commencement of the mediation, either party may initiate litigation of the dispute or exercise such rights and remedies as either may have under the Contract Documents or the law.

5. The parties may mutually agree to extend the time limits, or otherwise modify the procedure set forth above.
6. Notwithstanding the above procedure, either party may seek injunctive relief to prevent irreparable harm.

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