

FIRST ADDENDUM TO REQUEST FOR PROPOSALS
LABORATORY RELOCATION SERVICES
CLEAN WATER SERVICES
ISSUED: AUGUST 19, 2026

Clean Water Services' Request for Proposals for Laboratory Relocation Services dated August 7, 2026 (RFP) is hereby amended as follows:

The contract awarded pursuant to this RFP will be subject to the Oregon Prevailing Wage Rate law. Accordingly, the RFP is amended as follows:

1. **Advertisement**

The Advertisement is amended to include the following language immediately prior to the last paragraph:

“The Contract is for a public work subject to ORS 279C.800 to 279C.870.”

2. **Request for Proposals**

A. RFP Section 2, Services Description, is amended by adding the following new subsection:

“2.5 Wage Rates/BOLI Fee

2.5.1 The work under this RFP is to be paid for by public funds. This is a public works contract subject to the state prevailing rates of wage under ORS 279C.800 to 279C.870. Unless otherwise exempt, Contractor and any subcontractors must pay workers in each trade or occupation that Contractor or its subcontractors or other person who is a party to the Contract uses in performing all or a part of the Contract not less than the applicable minimum Oregon prevailing wage rates in accordance with ORS 279C.838 and ORS 279C.840. The applicable Oregon minimum prevailing wage rates for such workers are contained in the publication *Prevailing Wages Rates for Public Works Contracts dated January 5, 2024* including the *Amendments to Oregon Determination 2024-01* (effective April 5, 2024) (see links titled “January 5, 2024 Prevailing Wage Rate Book” and “April 5, 2024 Prevailing Wage Rate Amendments” at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>), available at <http://www.oregon.gov/boli> and are hereby incorporated herein as of the date this RFP was first advertised.

2.5.2. ORS 279C.365(1)(g) requires that all proposals for public work, including those public work projects financed by federal funds and subject to the Davis Bacon Act, shall include a statement by the Proposer that it will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. Section 3141 et seq. The Proposer's signing of the Certification Form (Attachment 1) in the RFP is a declaration of

Proposer's compliance with ORS 279C.838, 279C.840 or 40 U.S.C. Section 3141 et seq. and this Oregon Statute.

2.5.3. District shall be responsible for paying the fee required by ORS 279C.825(1) to the Commissioner of the Bureau of Labor and Industries.

2.5.4 ORS 279C.836 requires that, before starting work on a contract or subcontract for a public works project, Contractor or subcontractor shall file with the Construction Contractors Board a public works bond with the corporate surety authorized to do business in the State of Oregon in the amount of \$30,000."

B. RFP Subsection 4.5, Proposal Form and Contents, is amended by adding the following sentence to the end of the first paragraph in Section 5, Cost Proposal:

"Proposers shall include all costs associated with compliance with Oregon Prevailing Wage Rate requirements in their proposed pricing."

3. **Attachment 1: Certification Form**

Attachment 1 is hereby deleted in its entirety and replaced with the Attachment 1 included with this Addendum.

4. **Attachment 3: Contract**

Attachment 3 is amended as follows:

A. Add the following new contract terms to the General Terms and Conditions section of the Contract:

"30. **Prevailing Wage Rates**

The work is a public works project subject to the state Prevailing Wage Rate requirements in ORS 279C.800 to 279C.870. Contractor and any subcontractors will comply with ORS 279C.840. Contractor agrees that the provisions required by ORS 279C.830 pertaining to Contractor's payment of prevailing wage rates will be included as part of this Contract. Contractor and any subcontractor must pay workers in each trade or occupation that Contractor or its subcontractors or other person who is a party to the Contract uses in performing all or a part of the Contract not less than the applicable minimum Oregon prevailing rate of wage in accordance with ORS 279C.840. The applicable Oregon prevailing wage rates for such workers are in the publication *Prevailing Wage Rates for Public Works Contracts* dated January 5, 2024, including the *Amendments to Oregon Determination 2024-01* (effective April 5, 2024) (see links titled "*January 5, 2024 Prevailing Wage Rate Book*" and "*April 5, 2024 Prevailing Wage Rate Amendments*" at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>) available at <http://www.oregon.gov/boli> and are hereby incorporated

herein as though fully set forth. Contractor will also include in every subcontract a provision requiring the subcontractor to comply with this provision.

31. Fee to Be Paid to BOLI

District will be responsible for paying the fee to the Commissioner for the Bureau of Labor and Industries pursuant to ORS 279C.825(1).

32. Payroll and Certified Statement Filing Requirements and Additional Retainage

Contractor or Contractor's surety, and every subcontractor or subcontractor's surety, will file with District written payroll and certified statements (Certified Payrolls) that accurately and completely contain the payroll records for each week during which the Contractor or subcontractor employs a worker on a public works project. The Certified Payrolls will contain the information required and conform to the requirements set forth in ORS 279C.845 and Oregon Administrative Rule 839-025-0010. Contractor will file the Certified Payrolls with District once a month by the fifth business day of the following month. Once work starts, Contractor will file a Certified Payroll with District containing the notation "No Work" each week that Contractor does not work.

District will retain 25 percent of any amount earned by Contractor, in addition to other retainage, on the work until Contractor has filed with District the required Certified Payrolls. District will pay Contractor the amount retained under this section within 14 days after the Contractor files the Certified Payrolls required by this section regardless of whether a subcontractor has failed to file Certified Payrolls. District is not required to verify the truth of the contents of the Certified Payrolls filed by Contractor.

Contractor will retain 25 percent of any amount earned by a first-tier subcontractor on the work until the subcontractor has filed with District the required Certified Payrolls. Contractor will verify that the first-tier subcontractor has filed the Certified Payrolls before the Contractor may pay the subcontractor any amount retained under this section. Contractor will pay the first-tier subcontractor the amount retained under this section within 14 days after the subcontractor files the Certified Payrolls required by this section. Neither District nor Contractor is required to verify the truth of the contents of the Certified Payrolls filed by the first-tier subcontractor.

33. Public Works Bonds

Contractor must have a public works bond filed with the Construction Contractors Board unless exempt under ORS 279C.836(4), (7), (8) or (9) before

starting any work under the Contract. Contractor must require in every subcontract that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt under ORS 279C.836(4), (7), (8) or (9).”

B. Add the following wording to Section IV, Other Terms and Conditions, of Exhibit A:

“J. Personal Protective Equipment

- 1) Contractor shall ensure that all personnel entering laboratory spaces or handling laboratory equipment wear personal protective equipment (PPE) appropriate to the hazards present and the work being performed.
- 2) PPE shall be determined through a documented hazard assessment and shall comply with all applicable OSHA requirements and site-specific safety protocols. At a minimum, Contractor personnel shall wear sturdy closed-toe footwear, long pants, high-visibility apparel when required, safety glasses, gloves appropriate to the task, and any additional PPE identified through the hazard assessment.
- 3) Contractor shall be responsible for training employees in the proper use, inspection, maintenance, and disposal of PPE and shall ensure compliance throughout the term of the Contract. District reserves the right to require corrective action or removal of personnel who fail to comply with PPE requirements.”

Except as modified in this Addendum, the RFP will remain in effect as originally written.

**ATTACHMENT 1
CERTIFICATION FORM**

The undersigned acknowledges, attests and certifies individually and on behalf of Proposer that:

1. The person is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications in this Proposal and all Addendum or Addenda, if any are issued, and has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, will be a valid and binding obligation of Contractor and enforceable in accordance with its terms.
2. Contractor, acting through its authorized representatives, has read and understands all Request for Proposal (RFP) instructions; Scope of Work and Special Terms and Conditions in this RFP document, and has received, read and understood Addenda Nos. _____, _____, _____, _____. If no Addenda were received, write "None Received" in the first blank provided.
3. The Proposal submitted is in response to the specific language of the RFP and Contractor has made no assumptions based upon verbal or written statements not in the RFP or any Addendum.
4. District will not be liable to Contractor for any expenses incurred by Contractor in preparing and submitting its Proposal or in participating in the Proposal evaluation/selection process.
5. Contractor will furnish the designated item(s) and/or service(s) in accordance with the Proposal Scope of Work and Special Terms and Conditions and requirements, and will comply in all respects with the terms of the resulting Contract upon award.
6. Contractor certifies that Contractor has not discriminated and will not discriminate, in violation of ORS 279A.110(1) against a disadvantaged business enterprise, a minority-owned business, a women-owned business, a business that a service-disabled veteran owns or an emerging small business in obtaining any required subcontracts.
7. Neither Contractor nor any principals of Contractor are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting quotes or proposals by any federal, state or local entity, department or agency.
8. Contractor has not been convicted or had a civil judgment rendered against them within a three-year period preceding the date of this Certification Form for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, tax evasion, or receiving stolen property.
9. Contractor is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 8 of this Certification Form.
10. Contractor has not had one or more contracts terminated for default by any federal, state or local public agency within a three-year period preceding the date of this Certification Form.

11. This Proposal has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition. Contractor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract.
12. Contractor certifies that it has designated any trade secret or confidential information, as these terms are defined in ORS Chapter 192, in its Proposal as required by the RFP. If the Proposal contains no designations, then Contractor is stating its Proposal does not contain any trade secret or confidential information and District may release the entire Proposal to any person submitting a public records request.
13. Contractor certifies that it shall comply with the prohibitions set forth in ORS 652.220 prohibiting discriminatory wage rates based upon an employee's membership in a protected class and acknowledges that compliance is a material element of the Contract and failure to comply is a breach that entitles District to terminate the Contract for cause.
14. Contractor by signing below hereby attests or affirms under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding payment of taxes, and that Contractor is to the best of my knowledge, not in violation of any Oregon Tax Laws. For the purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150; ORS 403.200 to 403.250; ORS Chapters 118, 314, 316, 317, 318, 320, 321, 323, the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.
15. Contractor will be bound by and must comply with all of the applicable requirements of ORS 279C.800 to 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates and will pay prevailing wage rates in accordance with 279C.840.

I state that _____ (Name of Firm)
understands and acknowledges that the above representations are material and important, and will be relied on by Clean Water Services in awarding the contract(s) for which this Proposal is submitted. I understand and this firm understands that any misstatement in this Certification Form is and will be treated as fraudulent concealment from Clean Water Services of the true facts relating to the submission of proposals for this contract.

Contractor Firm Name, if applicable

Signature of Contractor's Duly Authorized Representative

Printed Name: _____

Title, if applicable: _____

Date of Certification Form: _____

Phone: _____ Fax: _____