



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 26, 2025

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Personal Services Contact with Clair Company for building code plan review and inspection services as needed. Contract Value is \$400,000 for 4 years. Funding is through permitting revenues. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	None		
<b>Performance Clackamas</b>	1. Ensure safe, healthy, and secure communities 2. Build public trust through good government		
<b>Counsel Review</b>	Yes, AK – 6/11/2025	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Matt Rozzell	<b>Contact Phone</b>	503-742-4744

**EXECUTIVE SUMMARY:** The Department of Transportation and Development (DTD) Building Codes Program provides fire/life safety, structural, mechanical, electrical and plumbing permitting, plan review and inspection services. During times of high work volumes, or when staff are out due to vacation or illness, the Building Codes Program occasionally needs additional staffing assistance to perform required permitting, plan review and inspection work.

Historically DTD has held contracts with third party businesses for plan review and inspection services. With many large projects in review, the need for a new contract is necessary. This contract is on an as-needed basis therefore allowing the Building Codes Program to utilize just the services that are needed to meet work demands.

This contract will be used primarily for building plan review and inspection services for residential building, mechanical, and plumbing projects. Additionally, this contract will complement our Intergovernmental Agreement (IGA) with the State of Oregon Department of Consumer and Business Services. That IGA, PO-44000-00023443, was amended and approved by the BCC on June 5, 2025 and is primarily used for electrical and plumbing inspection services for both residential and commercial projects.

For Filing Use Only

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on February 18, 2025, through RFP 2025-09. Proposals were publicly opened on March 25, 2025. The County received three (3) Proposals in response to the RFP from Bureau Veritas, Clair Company Inc., and Shums Coda Associates, Inc. An evaluation committee of three DTD personnel evaluated the proposals and scored Clair Company Inc. the highest. After notification of intent to award, the statement of work and fees were negotiated and finalized.

**RECOMMENDATION:** Staff respectfully recommend that the Board of County Commissioners approve and sign the Personal Services Contract #1320 with Clair Company Inc. for as needed Building Code plan review and inspection services.

Respectfully submitted,

Dan Johnson, Director  
Department of Transportation & Development



**CLACKAMAS COUNTY  
PERSONAL SERVICES CONTRACT  
Contract #0000001320**

This Personal Services Contract (this "Contract") is entered into between Clair Company, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Department of Transportation and Development.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2029.
- 2. Scope of Work.** Contractor shall provide the following personal services: **As needed Plans Review and Building Code Inspection Services** ("Work"), further described in **Exhibit A**.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Four Hundred Thousand Dollars (\$400,000)** for accomplishing the Work required by this Contract. The not-to-exceed amount is based on an estimated maximum compensation amount of \$100,000 per fiscal year.

Because this Contract is on an on-call or as-needed basis, and the exact amount of work County may require is unknown, nothing herein shall be construed as a promise to pay Contractor the entire \$400,000.00 authorized under this Contract.

Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

- 4. Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: LeAnn Woodward  
[LeannWoo@clackamas.us](mailto:LeannWoo@clackamas.us)

- 5. Travel and Other Expense.** Authorized: ☐ Yes ☒ No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B.

## 7. Contractor and County Contacts.

Contractor Administrator: Millie Hicks Phone: 541-758-1302 Email: <a href="mailto:mhicks@claircompany.com">mhicks@claircompany.com</a>	County Administrator: Michelle Amend Phone: 503-742-4785 Email: <a href="mailto:mamend@clackamas.us">mamend@clackamas.us</a>
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. Indemnity, Responsibility for Damages.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The

Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense. Provided, however, that pursuant to ORS 30.140(4), Contractor's duty to defend obligations arising from or related to Contractor's professional negligence, or related to professional services provided by Contractor, are limited to reimbursement of County's reasonable defense costs (including reasonable attorney fees) in an amount not to exceed the proportionate fault of Contractor, as determined by adjudication, alternative dispute resolution, or otherwise resolved by settlement agreement.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds

being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 11. Notices.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.
- 12. Ownership of Work Product.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.
- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in accordance with the standard of professional skill and care required for a project of similar size, location, scope, and complexity, during the time in which the Work is being performed. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and County shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the County.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.



- 15. Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.

- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 28. Reserved.**
- 29. Reserved.**
- 30. Key Persons.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.



31. Reserved.

32. Reserved.

33. Reserved.

34. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Clair Company, Inc.

Clackamas County

**Millie Hicks**

Digitally signed by Millie Hicks  
DN: cn=Millie Hicks, o=Clair Company,  
Inc., ou,  
email=mhicks@claircompany.com, c=US  
Date: 2025.06.11 10:25:59 -07'00'

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Millie Hicks, President**

\_\_\_\_\_  
Name / Title (Printed)

**188014-80**

\_\_\_\_\_  
Oregon Business Registry #

**DBC/OR**

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Approved as to Form:

**Amanda  
Keller**

Digitally signed by  
Amanda Keller  
Date: 2025.06.11  
12:07:46 -07'00'

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

**EXHIBIT A**  
**REQUEST FOR PROPOSAL 2025-09**



**REQUEST FOR PROPOSALS #2025-09**

**FOR**

**AS NEEDED PLANS REVIEW AND INSPECTION SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**CRAIG ROBERTS, Chair**

**PAUL SAVAS, Commissioner**

**MELISSA FIRESIDE, Commissioner**

**MARTHA SCHRADER, Commissioner**

**BEN WEST, Commissioner**

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**Gary Schmidt  
County Administrator**

**Thomas Candelario  
Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: March 25, 2025**

**TIME: 2:00 PM, Pacific Time**

**PLACE: <https://bidlocker.us/a/clackamascounty/BidLocker>**

## **SCHEDULE**

Request for Proposals Issued.....	February 18, 2025
Protest of Specifications Deadline.....	February 25, 2025, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	March 18, 2025, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	March 25, 2025, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award

## **TABLE OF CONTENTS**

Section 1 – Notice of Request for Proposals
Section 2 – Instructions to Proposers
Section 3 – Scope of Work
Section 4 – Evaluation and Selection Criteria
Section 5 – Proposal Content (Including Proposal Certification)

## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, March 25, 2025** (“Closing”), to provide As Needed Plans Review and Inspection Services. No Proposals will be received or considered after that time.

### **Location of RFP documents: OregonBuys**

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. S-C01010-0000012856.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys.

### **Submitting Proposals: Bid Locker**

Proposals will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. **LATE PROPOSALS WILL NOT BE ACCEPTED.**
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor’s Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

### **Contact Information**

Procurement Process and Technical Questions: Thomas Candelario, [tcandelario@clackamas.us](mailto:tcandelario@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by email, hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for



award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an

extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County Building Codes Program ("BCD") is seeking proposals to secure an on-call contract with a third party consulting firm for assistance with plans review and inspection services.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

In order to meet BCD business goals of high quality services provided in a timely manner, the BCD will establish a third party on-call service contract to provide flexible consultant services when the work volume exceeds their staffing levels, or to provide a temporary replacement workforce when staff is out of the office. This option for service delivery will serve BCD well and will become a key tool in how we meet the demands of fluid work and staffing.

### 3.3. SCOPE OF WORK

#### 3.3.1. Scope:

##### 3.3.1. Scope:

The successful contractor will provide the Buildings Codes Program assistance with plans review and inspection services on an on-call basis. The County operates a full service building codes program, and will require a third party consulting firm that is certified in all plans review and commercial building inspection services, plus residential plumbing and electrical inspection services. Preference will be given to those who are also certified and can provide commercial electrical and plumbing services. The firm will coordinate with Building Code staff to determine the method of program delivery. All permits will be applied for and issued by the County, with administration of the outsourced plan review and inspection work shared between the County and the firm's staff.

**The following list presents the scope of work for the requested contract.**

- The firm shall be an independent contractor, not a County employee.
- The firm shall be responsible for coordination of the program with the Building Code Program. The County's staff shall perform the administrative task of permit intake and issuance, coordination of plans review with other departments and agencies, scheduling inspections and completing all mandated reports and filing. The firm will assist the county in the preparation and/or modification of the Operational plan as required by the State of Oregon.
- Codes, statutes and rules define the scope of plans review and inspection. The firm shall identify deficiencies and clearly note each deficiency separately along with the reference code sections. When providing plans review services, the firm shall provide a list of corrections required prior to approval and issuances of the permit. The firm shall provide an initial plan review on one and two family dwellings within ten (10) working days of the time they were provided to the firm's designee. The firm shall provide an initial plan review for all other department-related permits-

within ten (10) working days from the date the plans were provided to the firm's designee, or as approved by the County.

- The firm must have the ability to effectively communicate both in writing and orally with the general public, contractors, and County staff.
- The firm must have the ability to respond to multiple requests for services and to schedule effectively to accommodate those requests.
- The firm must be able to utilize Accela, the County's permit tracking system, ProjectDox (the County's plan review system), and the mobile application CityGov for use when performing inspections for the County.
- The firm must demonstrate the applicable technical knowledge and experience related to administration, plans review, inspection and implementation of all adopted Oregon Specialty Codes, including but not limited to the structural, mechanical, plumbing, electrical, fire and manufacturing home codes.
- The firm shall provide consistent staffing.
- Contract consideration will be as follows:
  - Inspections- hourly rate and mileage reimbursement
  - Plan review- percentage of permit fees set by State statute.

### **3.3.3. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2028**, with the option to renew for one additional year.

**3.3.4 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Personal Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- ☐ Article I, Paragraph 5 – Travel and Other Expense is Authorized
- ☐ Article II, Paragraph 28 – Confidentiality
- ☐ Article II, Paragraph 29 – Criminal Background Check Requirements
- ☐ Article II, Paragraph 30 – Key Persons
- ☐ Article II, Paragraph 31 – Cooperative Contracting
- ☐ Article II, Paragraph 32 – Federal Contracting Requirements
- ☒ Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

- ☒ Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.



## SECTION 4 EVALUATION PROCEDURE

- 4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Project Understanding and Approach	0-30
Qualifications and Experience of Firm	0-30
Qualifications of Staff	0-25
Rates	0-15
<b>Available points</b>	<b>0-100</b>

- 4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## **SECTION 5 PROPOSAL CONTENTS**

### **5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Proposals will only be accepted electronically thru Equity Hub's Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

**5.1.2.** Completed proposal documents must arrive electronically via Equity Hub's Bid Locker located at <https://bidlocker.us/a/clackamascountry/BidLocker>.

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments, title pages, pages separations, table of contents, or other information. The Proposal Certification Page will NOT count towards the final page count.

### **Provide the following information in the order in which it appears below:**

### **5.2. Proposer's General Background and Qualifications:**

- Description of the firm.
- Credentials/experience of key individuals that would be assigned to this project.
- Description of providing similar services to public entities of similar size within the past five (5) years.
- Description of the firm's ability to meet the requirements in Section 3.
- Description of what distinguishes the firm from other firms performing a similar service.

### **5.3. Scope of Work**

#### Qualifications and Experience of Firm:

- Describe the capacity and resources available to perform the services described in the scope of work in a prompt, responsive manner while maintaining an excellent quality of work.
- Provide a narrative about the proposer's unique ability to meet the requirements of the County for this scope of work.
- Describe projects involving a similar scope of work for government organizations that have been completed during the past five (5) years. Include any information that documents a successful, high quality, and reliable performance of these past objects. Include the project name, dates, location, and contact information (telephone number and email address) for the contact person at the organization where the services were provided.
- Describe your qualifications and capacity to perform the scope of work including:
  - Ability to accommodate the type and level of task and activities assigned under this contract, including any limitations;
  - Similar projects with other government agencies,
  - Other on-going projects and clients,
  - Internal procedures and/or policies related to work quality;
  - The firm's availability to perform the activities and tasks identified in the scope of work for the duration of the contract.

#### Qualifications of Staff:

- Detail the qualifications, experience and project responsibility of the consultant, key professionals staff, and any sub-consultants and affiliates the firm may use on various tasks during the performance of the contract.
- Provide summaries of similar projects that key personnel may have worked on. Resumes and licenses may be included as supportive information. Staff assigned to any project based upon this solicitation must have a thorough understanding of State of Oregon Specialty Codes and regulations, and must possess and provide a copy of all required State certifications.

#### **5.4. Fees**

Fees should be on a [time and material with a not to exceed fee basis or fixed fee basis]. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, other reimbursable expenses.

#### **5.6. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP #2025-09**

Submitted by: \_\_\_\_\_  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_

**EXHIBIT B**  
**CONTRACTOR'S PROPOSAL**



Clackamas County  
As Needed Plans Review and Inspection Services

RFP #2025-09

March 25, 2025



Clair Company, Inc.  
525 NW Second Street, Corvallis, OR 97330  
**ph** 800.383.8855 **fx** 541.753.2264

Special Inspection & Materials Testing ~ Quality Assurance & Quality Control Services  
Third Party Plan Review & Inspection ~ Project Management  
Building Code Consultants





525 NW Second Street, Corvallis, Oregon 97330  
tf 800.383.8855 ph 541.758.1302 fx 541.753.2264  
[www.claircompany.com](http://www.claircompany.com)

March 25, 2025

Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**Subject: Proposal Response for RFP #2025-09  
As Needed Plans Review and Inspection Services**

Per your Request for Proposal #2025-09, Clair Company, Inc (Clair) is pleased to provide the following proposal response to Clackamas County for As Needed Plans Review and Inspection Services. We have included information in this proposal to address each scope of work and each proposal requirement listed in the RFP.

Clair is an experienced, successful third-party plan review and inspection, code consulting, and special inspection and materials testing firm, that has been providing plan review and inspection related support to jurisdictions for over 30 years. Clair is a State of Oregon registered 3<sup>rd</sup> Party Plan Review & Inspection Agency (License Number 014SRB) and we are confident that we can provide the needed support to assist Clackamas County with building plan review and inspection services as outlined in the RFP. Our firm is comprised of building officials, multi-discipline inspectors, plans examiners, and engineers with extensive background in building safety compliance, quality assurance, and project delivery. Clair utilizes its broad code related skills to facilitate successful building projects by working closely with the project building owners, jurisdictions, design professionals, and contractors. Clair maintains staff certified in all plan review and inspection categories, and additionally, the firm has significant experience related to the requirements of land use, construction management, permitting, budgeting, staff management, interagency coordination and related management duties.

If you have any questions, or need clarification regarding the information we have provided, please do not hesitate to contact our office at 800-383-8855 or by email at [dflemings@claircompany.com](mailto:dflemings@claircompany.com) or [mhicks@claircompany.com](mailto:mhicks@claircompany.com). Both David and Millie are authorized to represent Clair Company in this matter and sign any resulting contract. We look forward to discussing the details of our proposal with you and your team and how to align our services with your service needs.

Respectfully Submitted,

A handwritten signature in blue ink that reads 'David Flemings'.

David Flemings  
Code Services Manager

A handwritten signature in blue ink that reads 'Millie Hicks'.

Millie Hicks  
Chief Operating Officer

Enclosure: Clair Proposal Response



# Clackamas County On-Call Third Party Plan Review and Inspections

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- Description of Similar Services to Public Entities
- Description of Firm's Ability to Meet Requirements
- Description of What Distinguishes Firm from Other Agencies

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### **Resumes Tab 6**

## Tab 1 – Project Understanding and Approach

### *Proposer's General Background and Qualifications*

#### *Description of firm*

Clair is an experienced, successful third-party plan review and inspection, code consulting, and special inspection and materials testing firm, that has been providing plan review and inspection related support to jurisdictions for over 30 years. Clair currently provides on-call services to several jurisdictions in Oregon. We understand that the current need for Clackamas County is primarily plan review and inspection support on an as-needed on-call basis and are confident that we can provide the support needed to assist the County with building department services as outlined in the RFP. Our firm is comprised of building officials, multi-discipline inspectors, plans examiners, and engineers with extensive background in building safety compliance, quality assurance, and project delivery. Clair utilizes its broad code related skills to facilitate successful building projects by working closely with the project building owners, jurisdictions, design professionals, and contractors. Clair maintains staff certified in all plan review and inspection categories, and additionally, the firm has significant experience related to the requirements of land use, construction management, permitting, budgeting, staff management, interagency coordination and related management duties.

#### *Credentials / experience of key individuals that would be assigned to this project*

Brian Blalock will serve as the Project Manager for our work with Clackamas County. Brian is a Certified Building Official with over 30 years of experience providing jurisdictional plan review and inspections for cities and counties. In addition to Brian's project management, Clair's full staff will be available to support the County as needed. In order to provide consistency in our plan review and inspection services, our primary assigned staff will provide day-to-day services for the County and will be supplemented with additional staff as needed. Information for our primary assigned staff is provided in Tab 3, Qualifications of Staff, of this proposal.

#### *Description of providing similar services to public entities of similar size within the past five (5) years.*

<b>Clackamas County, Oregon</b>	<b>Washington County, Oregon</b>
<b>Lane County, Oregon</b>	<b>Linn County, Oregon</b>
<b>Tillamook County, Oregon</b>	<b>City of Newport, Oregon</b>
<b>City of Corvallis, Oregon</b>	<b>City of Portland, Oregon</b>
<b>City of Lake Oswego, Oregon</b>	<b>City of King City, Oregon</b>
<b>City of Beaverton, Oregon</b>	<b>City of Milwaukie, Oregon</b>
<b>City of Woodburn, Oregon</b>	<b>City of Oregon City, Oregon</b>
<b>City of Sherwood, Oregon</b>	<b>City of Happy Valley, Oregon</b>
<b>City of West Linn, Oregon</b>	<b>City of Eugene, Oregon</b>



## Tab 1 – Project Understanding and Approach

### *Description of the firm's ability to meet the requirements in Section 3 of the RFP*

Clair is an independent contractor, not a County employee, and we have staff who are certified in all plans review and commercial building inspection services, including residential plumbing and electrical. Clair also has a Plumbing Specialty Code Inspector (PI) inspector/plans examiner on staff. Currently, Clair is without an Electrical Specialty Code Inspector (EI); however, we do have a Specialized Electrical Inspector (SEI). Our staff is adept at working with both County staff and other project stakeholders to provide information both verbally and in writing to help assist with project needs. In addition, we have developed extremely effective project tracking tools to keep projects organized, on schedule and within budget. Our project administration staff are experts in tracking construction submittals and required approvals,

#### **Plan Review:**

Clair will provide plan reviews as requested by the County. Plan reviews can be conducted in either paper or electronic plan format for compliance with adopted Oregon Specialty Codes, including but not limited to structural, mechanical, plumbing, fire- & life-safety and manufactured home codes. Plan review comments will be provided in writing with appropriate code citations and coordinated with other County departments as necessary.

The RFP requests a ten (10) working day turnaround for all plan reviews. Clair can meet these timeframes for typical reviews and will work with County staff to accommodate larger project reviews which may require additional review time.

#### **Inspections:**

Inspection support can be provided on an as needed basis. We suggest at least 24-hour notice in order to coordinate inspection needs with our existing workload and inspector availability. The more advance notice we have, the more capable we are of accommodating the inspection needs. Clair inspection staff can be available most weekdays, depending on request, timing and staff availability. Inspections can be requested by calling our office.

#### **Other Scopes:**

Clair employs seasoned Building Officials and routinely provides services from technical assistance for complex code issues and sensitive projects to full jurisdictional building official duties. These services can include overall program responsibility including ordinance and resolution development, fee programs, preparation and/or modification of the Operational plan that is required by the State of Oregon, public involvement tasks and day-to-day program administrative functions.

#### **Accela:**

Clair has been involved in the State of Oregon e-permitting system since July of 2008. Clair's staff is fully trained in the State of Oregon Accela Automation program and uses its permit processing, plan review, and inspection functions daily.

#### **ProjectDox:**

Clair has experience working with ProjectDox for both Clackamas County and the City of Hillsboro.

#### **CityGov Mobile Application:**

Clair has experience working with the State of Oregon Inspector App and is certain our staff could utilize the CityGov mobile app.



## Tab 1 – Project Understanding and Approach

**Staffing:**

Clair will utilize consistent staffing for the Clackamas County projects.

**Rates:**

Please refer to Section 4 for our rate proposal.

*Description of what distinguishes the firm from other firms performing a similar service*

As a professional consulting firm, Clair has been providing plan review and inspections services since 1989. To ensure the highest level of quality for deliverables, we utilize only appropriately certified staff to conduct our reviews and inspections. We assign a seasoned project manager to each project to assure that deliverables are accurate, complete and delivered on time. Clair provides our services in a timely manner and has the flexibility to adjust schedules to fit as needed within the larger project schedule. Clair uses only properly certified in-house staff to conduct plan reviews, and we pride ourselves in having a reputation for exemplary work, use of good judgment, high integrity, and complete reliability. Each review document is reviewed by lead staff for clarity, applicability and format prior to being released to the client. Clair maintains professional relationships beyond our immediate staff for utilization on specialized tasks and increased man loading.

While providing our services and in order to meet the goals outlined in the scope of work, we will work with County staff and other project stakeholders to provide quality professional services by appropriately certified and qualified staff.

The major challenges encountered when providing these types of services in an on-call environment usually relate to a request for short review turn-around times by the County, and delays in communication with architects, engineers, contractors and other stakeholders. Clair's experience allows us to incorporate flexibility into our service, assisting the County to meet shorter deadlines when required. Ongoing coordination with plan review and inspection supervisors will be key in allowing us to provide the most flexibility in our review and inspection service levels. During the plan review process, we also offer to work directly with the design team and contractors to answer questions on plan review items and to gain understanding during the review. The result of this added level of service is often fewer comments, a more coordinated review, and usually happier clients.



## Tab 2 – Qualifications and Experience of Firm

*Describe the capacity and resources available to perform the services described in the scope of work in a prompt, responsive manner and with an excellent quality of work.*

As a professional consulting firm, Clair has been providing plan review and inspections services for over 30 years. To ensure the highest level of quality for deliverables, we utilize only appropriately certified staff to conduct our reviews and inspections. We assign a seasoned project manager to each project to assure that deliverables are accurate, complete and delivered on time. Clair provides our services in a timely manner and has the flexibility to adjust schedules to fit as needed within the larger project schedule. Clair uses only properly certified in-house staff to conduct plan reviews, and we pride ourselves on having a reputation for exemplary work, use of good judgment, high integrity, and complete reliability. Each review document is reviewed by lead staff for clarity, applicability and format prior to being released to the client. Clair maintains professional relationships beyond our immediate staff for utilization on specialized tasks and increased man loading.

*Provide a narrative about the proposer's unique ability to meet the requirements of the County for this scope of work.*

Clair has a unique ability to provide the requested services to the County. We have highly qualified and experienced staff with Oregon and ICC certified plans examiners and inspectors, knowledgeable and professional in all disciplines. We welcome open communication with clients and their applicants in order to assist with understanding and expedite project approvals. We tailor our services to each client by providing seamless assistance with minimum additional work required by jurisdictional staff. Clair has a long-standing professional service relationship with Clackamas County. We have a certified Permit Technician on staff to assist in administrative coordination and we conduct in-house quality control reviews of plan reviews by senior staff prior to the issuance of comments.

What sets us apart the most is our Code of Ethics that we live and operate by:

Clair Company exists because of our customers, the dedication of our employees, and the level of professionalism that we provide. Our core goals are to always:

- Do the right thing.
- Provide courteous professional service to both internal and external customers in all that we do.
- Conduct our business in a caring, considerate manner.
- Earn and maintain the respect and trust of those we work with.
- Work safely.
- Be ethical and lawful.
- Grow as individuals and as a company.
- Enjoy the work we do.

*Describe projects involving a similar scope of work for government organizations that have been completed during the past five years. Include any information that documents successful, high quality, and reliable performance of these past objects. Include the project name, dates, location, and contact information (telephone number and email address) for the contact person at the organization where the services were provided.*

## Tab 2 – Qualifications and Experience of Firm

In addition to providing full Building Department Services for some jurisdictions, Clair maintains contracts with several jurisdictions to provide on-call overflow plan review and inspection services. Examples of our on-call project experience is as follows. Additional examples can be provided upon request.

### City of Woodburn, Oregon

- Date of Services: 2021 - Present
- Description: On-Call Plan Review and Inspection Services
- Main Contact: Melissa Gitt, Building Official, 503-980-2430, [melissa.gitt@ci.woodburn.or.us](mailto:melissa.gitt@ci.woodburn.or.us)
- Projects /Assignments:
  - On-Call Inspection Support
  - Overflow plan review support of a variety of residential and commercial projects
    - Project Basie (Building, Fire and Life Safety, Structural, and Mechanical Plan Review) Approx 3.5 million SF new E-Commerce Warehouse and Fulfillment Center. Project valuation \$450 million (2021 – Present )

### City of Lake Oswego, Oregon

- Date of Services: 2019 – Present
- Description: On-Call Plan Review and Inspection Services
- Main Contact: Brian Don, Building Official, 503-697-2831, [bdon@ci.oswego.or.us](mailto:bdon@ci.oswego.or.us)
- Projects / Assignments
  - Overflow plan review support of a variety of residential and commercial projects
    - Kruse Oaks IV (Building, Fire and Life Safety, and Structural Plan Review) - 6 Story, 5 over 1, Multifamily Mid-Rise Apartment Building. Project valuation approx. 32 million (2021-2023)
    - River Grove Elementary School (Building, Fire and Life Safety, and Structural Plan Review) 86,000 SF new 2-story school. Project valuation approx. \$39 million (2022 – Present)
    - Lake Oswego Middle School (Building, Fire and Life Safety, and Structural Plan Review) 148,000 SF replacement school. Project valuation approx. \$70 million (2023 – Present)

### City of West Linn, Oregon

- Date of Services: 2016– Present
- Description: On-Call Plan Review and Inspection Services
- Main Contact: Alisha Bloomfield, Building Official, 503-742-6053, [abloomfield@westlinnoregon.gov](mailto:abloomfield@westlinnoregon.gov)
- Projects
  - On-Call Inspection Support
  - Overflow plan review support of a variety of residential and commercial projects
    - Athey Creek Middle School (Building, Fire and Life Safety, Structural, and Mechanical Plan Review) – 113,603 SF new 2-story new middle school. Project valuation approx. \$1 Million (2021 – 2024)
    - WLHS Stadium Addition (Building, Fire and Life Safety, and Structural Plan Review) – 11,470 SF / 1730 seats, Project valuation approx. \$105,000 (2021 – 2022)

## Tab 2 – Qualifications and Experience of Firm

### City of Oregon City, Oregon

- Date of Services: 2022 - Present
- Description: Project Specific Building Department Services (As-Needed)
- Main Contact: Jim Sayers, Building Official, 503-496-1517, [jsayers@orccity.org](mailto:jsayers@orccity.org)
- Projects
  - Beaver Creek North Campus (Structural) – New 55,000 SF 2-story office building. Project valuation unknown (2022)
  - Oregon City County Courthouse (Structural) – New 241,000 SF 6-story and basement building. Project valuation: \$157 million (2023 – Present)

### City of Sherwood, Oregon

- Date of Services: 2019 - Present
- Description: On-Call Plan Review Services
- Main Contact: Jared Bradbury, Building Official, 503-625-4217, [BradburyJ@SherwoodOregon.gov](mailto:BradburyJ@SherwoodOregon.gov)
- Projects
  - Various new industrial buildings and tenant improvements
    - Sherwood Commerce Center (Building, Fire and Life Safety, Structural, Mechanical) – Three new shell buildings ranging from 106,000 SF to 173,000 SF. Project valuation approx. \$34 million (2022 – Present)
    - Tualatin Valley Water District (Building, Fire and Life Safety, Structural, Mechanical) – New water treatment plant consisting of multiple occupied and unoccupied structures. Project valuation approx. \$174 million (2023 – Present)
    - Chevron (Building, Fire and Life Safety, Structural, Mechanical) – New 3,600 SF store. Project valuation approx. \$646,000 (2024)

### Clackamas County, Oregon

- Date of Services: 2015 – Oct 2022
- Description: On-Call Plan Review and Inspection Services
- Main Contact: Richard Carlson, Plans Examiner Supervisor, 503-742-4240, [richardcar@clackamas.us](mailto:richardcar@clackamas.us)
- Projects /Assignments:
  - On-Call Inspection Support
  - Overflow plan review support of a variety of residential projects

Though we do not have specific project information, we offer that our continued on-going contract relationships with our clients documents successful, high quality, and reliable performance for these past projects and our services.

*Describe your qualifications and capacity to perform the scope of work including:*

- *Ability to accommodate the type and level of tasks and activities assigned under this contract, including any limitations;*

Clair is a State of Oregon registered 3<sup>rd</sup> Party Plan Review & Inspection Agency (License Number 014SRB). Clair operates full Building Departments in some jurisdictions in Oregon and provides on-call services to several others. Clair maintains qualified certified staff that are available to provide plan review services and inspection support (please see Tab 3 for listing of qualified staff and their certifications). Clair provides active project management and tracking for all assigned work. Our project management allows us to accommodate assigned tasks and activities to assure compliance with contract requirements. Currently, Clair is without an Electrical Specialty Code Inspector (EI); however, we do have a Specialized Electrical Inspector (SEI).





## Tab 2 – Qualifications and Experience of Firm

- *Similar projects with other government agencies;*

Information on similar projects with other government agencies is provided above and below.

- *Other on-going projects and clients;*

Clair provides services to several municipal clients including the following list. Services provided include Building Official activities, administration, and plan review and inspection services including fire-life safety, structural, mechanical, plumbing, and electrical.

<b>City of Newport, Oregon</b> <i>Project specific Building Department Services</i>	<b>City of King City, Oregon</b> <i>Full service Building Department Services</i>
<b>City of West Linn, Oregon</b> <i>Project specific Building Department Services</i>	<b>City of Eugene, Oregon</b> <i>Project specific Building Department Services</i>
<b>City of Eugene, Oregon</b> <i>Project specific Building Department Services</i>	<b>City of Corvallis, Oregon</b> <i>Project specific Building Department Services</i>
<b>City of Lake Oswego, Oregon</b> <i>Project specific Building Department Services</i>	<b>Lane County, Oregon</b> <i>Project specific Building Department Services</i>
<b>City of Milwaukie, Oregon</b> <i>Project specific Building Department Services</i>	<b>City of Woodburn, Oregon</b> <i>Project specific Building Department Services</i>
<b>City of Oregon City, Oregon</b> <i>Project specific Building Department Services</i>	<b>City of Sherwood, Oregon</b> <i>Project specific Building Department Services</i>

- *Internal procedures and/or policies related to work quality;*

An essential part of our plan review service is providing direct communication with the applicant to get more information and clarity of information submitted in order to avoid unneeded review comments. All requests for code interpretation or variance will be coordinated with the County Building Official prior to providing responses to the applicant. Clair routinely provides plan review documents in either Microsoft Word or Excel format with appropriate code citations for each review comment. Each plan review document clearly identifies all deficiencies separately and provides the applicant with a clear direction of the steps needed to satisfy each requirement. Each review document is also reviewed by lead staff for clarity, applicability and format prior to being released to the client. In addition, we have developed extremely effective project tracking tools to keep projects organized, on schedule and within budget. Our project administration staff are experts in tracking construction submittals and required approvals.

- *The firm's availability to perform the activities and tasks identified in the scope of work for the duration of the contract.*

Clair's robust staffing allows us to provide requested services for the duration of the contract.



## Tab 3 – Qualifications of Staff

*Detail the qualifications, experience and project responsibilities of the consultant, key professional staff, and any sub-consultants and affiliates the firm may use on various tasks during the performance of the contract. Provide summaries of similar projects that key personnel may have worked on. Resumes and licenses may be included as supportive information. Staff assigned to any projects based upon this solicitation must have a thorough understanding of State of Oregon Specialty Codes and regulations and must possess and provide a copy of all required State certifications.*

Clair's full staff will be available to support the County to provide any requested services. Below is a list of Clair employees who will have primary responsibility for this work. Resumes with specific project experience and certifications for the key individuals are provided in the appendix. Additional Clair staff resumes and copies of State certifications can be provided upon request. Since our work involves conducting reviews for a variety of clients, our staff is comfortable reviewing projects in accordance with local regulations in addition to adopted codes and standards.

### **Brian Blalock - Building Official, Project Manager**

Brian has over 30 years of experience in jurisdictional administration, building department services, plan review, and inspection. Brian is certified as a Building Official, plans examiner, and building and mechanical inspector with additional certifications in residential plumbing and electrical. He brings his extensive knowledge and skills of working with jurisdictions throughout Oregon, Brian provides oversight for technical staff, plan review and inspection support for several jurisdictions through Clair.

### **Dave Flemings, Building Official, Assistant Project Manager**

Dave has 40 years of experience in jurisdictional administration, building department services, plan review, and inspection. Dave is certified as a Building Official, plans examiner, and building and mechanical inspector. He brings his extensive knowledge and skills of working with jurisdictions throughout Oregon, Washington and California as well as his good relationships within the industry. Dave also brings experience in land use, environmental and floodplain permitting, and project administration.

### **Andrew Drexler, PE, Engineer, Building & Mechanical Plans Examiner**

Andrew has nearly twenty years of experience as a civil engineer and is a licensed mechanical and civil engineer in the State of Oregon. Andrew has been conducting structural plan review for the last fourteen years. Andrew is a certified Building and Mechanical Plans Examiner, currently providing technical plan review support for our staff assisting several jurisdictions through Clair.

### **Jeremy Payne - Building Official, Building & Mechanical Inspector & Plans Examiner / Fire & Life Safety Plans Examiner**

Jeremy has over 19 years of experience as a multi-certified plans examiner and inspector. Jeremy is currently providing technical plan review for several jurisdictions through Clair.

### **Millie Hicks, Chief Operating Officer / Controller**

Millie will serve as the lead controller for Clair for City contracts. Millie has nineteen years of experience as Clair's Operations Manager and provides these services for various other municipality contracts.

## Tab 3 – Qualifications of Staff

### Amy Cherry, Project Coordination/Administration Support

Amy has over 31 years of experience providing administrative and operations support including the last nine years as our lead administrator for jurisdictional projects. Amy is a certified permit technician who provides project tracking and reporting services for both jurisdictional and private projects. Amy recently received the Permit Technician of Year award from the Oregon Building Officials Association.

*Provide summaries of similar projects that key personnel may have worked on*

	Brian Blalock	Dave Flemings	Andrew Drexler	Jeremy Payne
Project Basie, Woodburn	x	x	x	
TBCC Healthcare Education Building, Tillamook	x	x	x	x
Adventist Health: Surgery Department Expansion & Remodel, Tillamook	x	x	x	
Clear Lake E-Commerce Project, Eugene	x	x		
Lake Oswego Middle School, Lake Oswego		x		x
Marine Wildlife Center, Newport		x		x
Child Development Center, Grand Ronde		x		x
Athey Creek Middle School, West Linn	x	x	x	
Water Treatment Plant, Sherwood	x	x	x	

## Tab 3 – Qualifications of Staff

Due to the page limitations of this Request for Proposal, we have not included copies of all the required certifications held by our staff. We have provided the following matrix showing all appropriate certifications held by our individual staff members. Certification can be verified through the State Building Codes Division website, and we are happy to provide individual copies if needed.

	Andrew Drexler	Brian Blalock	Dave Willard	Dave Flemings	Jeremy Payne	Tim Boatwright	Amy Cherry	Brent Zenisky	William King	Jeff Prechel
<b>Certificates</b>										
<b>ICC</b>										
Permit Technician							x			
<b>OR - BCD</b>										
Building Official		x	x	x	x	x			x	x
Electrical Inspector, Residential		x	x		x					
Mechanical Inspector, Residential		x	x	x	x	x		x	x	
Plumbing Inspector, Residential			x			x		x	x	
Structural Inspector, Residential		x	x	x	x	x		x	x	
Plans Examiner, Residential Structural		x	x		x	x		x	x	
Post Earthquake Inspector, General		x			x	x			x	
Manufactured Structures Installation Inspector			x			x			x	
Medical Gas Plumbing Inspector									x	
Mechanical Inspector, A-Level (and Plans Examiner with exceptions)	x	x	x	x	x	x		x	x	
Oregon Inspector Certification	x	x	x	x	x	x	x	x	x	x
Park and Camp Inspector			x						x	
Plans Examiner, A-Level	x	x	x	x	x	x		x	x	x
Plans Examiner, Fire and Life Safety		x		x	x	x			x	x
Plumbing Inspector (and Plans Examiner)					x				x	
Structural Inspector, A-Level		x	x	x	x	x		x	x	
Specialized Plumbing Inspector			x							
Specialized Electrical Inspector			x		x					
Plan Reviewer & Inspector (Third Party Agency)	x	x	x	x	x	x		x	x	x

## Tab 4 – Rates

*Fees should be on time and material with a not to exceed fee basis or fixed fee basis. Fees should be sufficiently descriptive to facilitate acceptance of a Proposal. List the not-to-exceed amount you propose for the service. Fees and fee schedules should outline all estimated expenses, hourly rates for all assigned individuals, anticipated travel, and other reimbursable expenses.*

Clair proposes providing commercial and/or residential plan review services for on a fixed fee basis of 75% of the plan review fees collected by the County. Clair charges for time and materials associated with plan reviews beyond first back check, review of construction document revisions, and deferred submittals. Typically, these fees will be billed to the County as a pass-through cost to the applicant to be paid at time of document pickup, and payable to the County for payment to Clair.

Services included in “fixed fee” are as follows.

- Plan review services provided by certified plans examiners through first back check
- Administrative services for document control, etc. related to services listed above
- Accounting services including invoicing and cost tracking, and individual permit budget management
- Project management including overview of staff assignments, scheduling, and budget management
- Direct communication with project owner, permit applicant, design professional, contractor, other stakeholder agencies and County personnel

We propose to provide inspection services on a time and materials basis, portal to portal from our Corvallis office. There may be times when inspection staff can be dispatched from a location closer to Clackamas County.

Our proposed fee schedule for providing inspections and out of scope plan review services is presented below. We are open to further review and refinement of certain rates and fees, as necessary to accommodate specific client needs or project conditions.

Classification	Base Rate
Project Manager / Program Administrator Support	\$125.00 / hr.
Residential Plans Examiner / Technical Support	\$ 97.00 / hr.
Commercial Plans Examiner / Technical Support	\$105.00 / hr.
Licensed Engineer / Structural Plans Examiner	\$125.00 / hr.
Inspector (all residential, commercial building/mech)	\$ 97.00 / hr.
Commercial Inspector (Electrical / Plumbing)	\$105.00 / hr.
Project Administration / Document Control	\$67.00 / hr.
Overtime, if applicable	1.5 x Base Rate
Direct overhead for Supplies and Services	Cost
Mileage	\$0.70 / mile (current Federal Rate)



**PROPOSAL CERTIFICATION**  
**RFP #2025-09**

Submitted by: Clair Company, Inc. - Oregon  
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:


**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Millie Hicks Date: March 25, 2025  
Signature:  Title: President  
Email: mhicks@claircompany.com Telephone: 541-758-1302  
Oregon Business Registry Number: 18801480 OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

☒ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☒ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quote. Resident State: \_\_\_\_\_



## BRIAN BLALOCK, BO

Assistant Code Services Manager

525 NW 2<sup>nd</sup> Street, Suite 3  
ph 541.758.1302 fx 541.753.2264  
www.claircompany.com

### CERTIFICATIONS & LICENSES

- ICC Certified Comm. Building Inspector
- ICC Certified Residential Building Inspector
- ICC Certified Building Plans Examiner
- ICC Certified Res. Mechanical Inspector
- ICC Certified Comm. Mechanical Inspector
- ICC Certified Building Inspector
- ICC Certified Fire Plans Examiner
- ICC Certified Mechanical Inspector
- State of Oregon Certified SRI-Plan Reviewer or Inspector
- State of Oregon OIC Certification
- State of Oregon Code Certifications:
  - BO-Building Official
  - MIA-Mechanical Inspector A-Level
  - PEA-Plans Examiner A-Level
  - PEF-Fire and Life Safety Plans Examiner
  - SIA-Structural Inspector A-Level
  - CAS-Residential Structural Insp.
  - CAX-Residential Plans Examiner
  - CAE-Residential Elect. Insp.
  - GQI-Gen Post-Earthquake Inspector

### PROJECT HISTORY

#### *Code Consulting, Third-Party Plan Review/Inspections*

- City of Woodburn (Project Basie) – Woodburn, Oregon
- Child Development Center – Grand Ronde, Oregon
- Water Treatment Plant – Sherwood, Oregon
- TBCC Healthcare Education Building - Tillamook, Oregon
- City of Woodburn – Woodburn, Oregon
- City of Lake Oswego – Lake Oswego, Oregon
- City of Newberg – Newberg, Oregon
- City of Beaverton – Beaverton, Oregon
- City of King City – King City, Oregon
- Linn County – Albany, Oregon
- City of Newport – Newport, Oregon
- Confederated Tribes of Grand Ronde – Grand Ronde, Oregon
- City of West Linn – West Linn, Oregon
- City of Albany – Albany, Oregon
- City of Sherwood – Sherwood, Oregon
- Wasco County – The Dalles, Oregon

### EMPLOYMENT HISTORY

<b>Clair Company, Inc., Corvallis, OR</b> <i>Assistant Code Services Manager</i>	<b>Dec 2024 - Present</b>
<b>Tillamook County, Tillamook, OR</b> <i>Building Official</i>	<b>May 2022 – Dec. 2024</b>
<b>Clair Company, Inc., Corvallis, OR</b> <i>Plans Examiner, Inspector</i>	<b>Mar. 2020 - May 2022</b>
<b>City of Beaverton, OR</b> <i>Plans Examiner, Senior Plans Examiner</i>	<b>2016-2020, 1998-2005</b>
<b>Self-Employed General Contractor</b>	<b>2009-2016</b>
<b>City of Tigard, OR</b> <i>Senior Plans Examiner, Building Official</i>	<b>2005-2009</b>
<b>City of Salem, OR</b> <i>Plans Examiner</i>	<b>1992-1998</b>

### EDUCATION

Chemeketa Community College – Associates of Science in Building Inspection Technology  
Chabot College – Journeyman Carpenter



## DAVID FLEMINGS, CBO

Principal / Code Services Manager

525 NW 2<sup>nd</sup> Street, Suite 3 tf 800.383.8855  
ph 541.758.1302 fx 541.753.2264  
www.claircompany.com

### **CERTIFICATIONS & LICENSES**

- ICC Certified Building Inspector
- ICC Certified Building Plans Examiner
- ICC Certified Mechanical Inspector
- ICC Certified Plumbing Inspector
- ICC Certified Building Official
- ICC Certified Res. Building Inspector
- ICC Certified Fire Plans Examiner
- ICC Certified Building Code Specialist
- State of Oregon Certified SRI-Plan Reviewer or Inspector
- State of Oregon OIC Certification
- State of Oregon Code Certifications:
  - BO-Building Official
  - MIA-Mechanical Inspector A-Level
  - PEA-Plans Examiner A-Level
  - SIA-Structural Inspector A-Level
  - CAS-Residential Structural Inspector
  - PEF-Fire and Life Safety Plans Examiner
- ACI-Adhesive Anchor Installation Inspector

### **PROJECT HISTORY**

#### ***Code Consulting, Third-Party Plan Review/Inspections***

- City of Woodburn (Project Basie) – Woodburn, Oregon
- Sacred Heart Medical Center – Springfield, Oregon
- EGT Grain Export Facility – Cowlitz County, Washington
- High-Tech Manufacturing Company (Various Projects) – Hillsboro, Oregon
- Hewlett-Packard (Various Projects) – Corvallis, Oregon
- Child Development Center – Grand Ronde, Oregon
- Washington County – Hillsboro, Oregon
- Clackamas County – Oregon City, Oregon
- Lane County – Eugene, Oregon
- City of Hillsboro – Hillsboro, Oregon
- City of Lake Oswego – Lake Oswego, Oregon
- City of Sherwood – Sherwood, Oregon
- City of Beaverton – Beaverton, Oregon
- City of Hood River – Hood River, Oregon
- City of King City – King City, Oregon
- City of Newport – Newport, Oregon
- City of Corvallis – Corvallis, Oregon
- City of Eugene – Eugene, Oregon
- City of West Linn – West Linn, Oregon

### **EMPLOYMENT HISTORY**

#### **Clair Company, Inc., Corvallis, OR**

**2009-Present**

*Principal, Code Services Manager, Project Manager, Plans Examiner, Building Official*

#### **Cowlitz County, WA**

**1996-2008**

*Building Official, Building & Planning Manager*

#### **City of Fremont, CA**

**1986-1996**

*Building Inspector Specialist, Development Organization Coordinator, Service Center Supervisor*

### **EDUCATION**

Chemeketa Community College, Salem, OR – Associate of Science in Building Inspection Technology  
Prince William Sound Community College, Valdez, AK – Associate of Arts  
University of Montana, Missoula, MT

### **PROFESSIONAL AFFILIATIONS**

International Code Council Member  
Oregon Building Officials Association (OBOA) Member  
Washington Association of Building Officials (WABO) Member





## ANDREW DREXLER, P.E.

Engineer / Code Analyst

525 NW 2<sup>nd</sup> Street, Suite 3 tf 800.383.8855  
ph 541.758.1302 fx 541.753.2264  
www.claircompany.com

### CERTIFICATIONS & LICENSES

- State of Oregon Professional Engineer: Mechanical
- State of Washington Professional Engineer: Mechanical
- State of Oregon Professional Engineer: Civil
- State of California Professional Engineer: Civil
- ICC Certified Commercial Mechanical Inspector
- ICC Certified Building Plans Examiner
- State of Oregon OIC Certification
- State of Oregon Certified SRI – Plan Reviewer or Inspector
- State of Oregon Code Certifications:
  - MIA-Mechanical Inspector A-Level
  - PEA-Plans Examiner A-Level

### PROJECT HISTORY

#### *Code Consulting, 3<sup>rd</sup> Party Plan Review/Inspections*

- Project Basie – Woodburn, Oregon
- TBCC Healthcare Education Building - Tillamook, Oregon
- Athey Creek Middle School - West Linn, Oregon
- Water Treatment Plant – Sherwood, Oregon
- City of Portland – Portland, Oregon
- High-Tech Manufacturing Company (Various Projects) – Hillsboro, Oregon
- Global Foundries – Malta, New York
- City of Hood River – Hood River, Oregon
- Washington County – Hillsboro, Oregon
- Lane County – Eugene, Oregon
- City of Newport - Newport, Oregon
- City of Hillsboro – Hillsboro, Oregon
- City of Oregon City – Oregon City, Oregon
- City of Sherwood – Sherwood, Oregon

### EMPLOYMENT HISTORY

<b>Clair Company, Inc., Corvallis, OR</b> <i>Mechanical Engineer, Project Engineer</i>	<b>2011-Present</b>
<b>Degenkolb Engineers, Portland, OR</b> <i>Design Engineer</i>	<b>2006-2011</b>
<b>Portland State University, Civil Engineering Dept.</b> <i>Mechanical Instrument Technologist</i>	<b>2004-2006</b>
<b>Braun Intertec/Professional Service Industries, Inc.</b> <i>Mechanical Testing Dept. Mgr. / Senior Engineer</i>	<b>1996-2004</b>

### EDUCATION

M.S.C.E., Structural Engineering, Portland State University, Graduated 2005  
B.S., Mechanical Engineering, Oregon State University, Graduated 1996  
B.A., Mathematics, Macalester College, St. Paul, Minnesota, Graduated 1994

### PROFESSIONAL DEVELOPMENT

Structural Engineers Association of Oregon (SEAO)

### PROFESSIONAL AFFILIATIONS

Oregon Council for Engineering Laboratories (OCEL)



## JEREMY PAYNE, CBO

Code Analyst

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### CERTIFICATIONS & LICENSES

- ICC Building Inspector
- ICC Building Plans Examiner
- ICC Mechanical Inspector
- ICC Electrical Inspector
- ICC Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Accessibility Inspector & Plans Examiner
- ICC Commercial Plumbing Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Energy Inspector
- ICC Residential Energy Inspector & Plans Examiner
- ICC Building Official
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Plumbing Inspector
- ICC Building Code Specialist
- ICC Combination Inspector
- ICC Commercial Combination Inspector
- ICC Residential Combination Inspector
- ICC Residential Electrical Inspector
- ICC Fire Inspector I
- ICC Fire Plans Examiner
- State of Oregon Certified SRI-Plan Reviewer or Inspector
- State of Oregon OIC Certification
- State of Oregon Code Certifications:
  - BO-Building Official
  - MIA-Mechanical Inspector A-Level
  - PEA-Plans Examiner A-Level
  - SIA-Structural Inspector A-Level
  - CAS-Residential Structural Inspector
  - CAE-Residential Electrical Inspector
  - CAX-Residential Plans Examiner
  - PEF-Fire and Life Safety Plans Examiner
  - PI-Plumbing Inspector
  - SEI-Specialized Electrical Inspector
  - GQI-Gen Post-Earthquake Inspector

### PROJECT HISTORY

#### ***Code Consulting, Third-Party Plan Review/Inspections***

- Child Development Center – Grand Ronde, Oregon
- TBCC Healthcare Education Building - Tillamook, Oregon
- Lake Oswego Middle School - Lake Oswego, Oregon
- Marine Wildlife Center – Newport, Oregon
- City of Lake Oswego – Lake Oswego, Oregon
- City of King City – King City, Oregon
- City of Milwaukie – Milwaukie, Oregon
- City of Sherwood – Sherwood, Oregon
- City of Woodburn – Woodburn, Oregon
- The Confederated Tribes of Grand Ronde

### EMPLOYMENT HISTORY

<b>Clair Company, Inc., Corvallis, OR</b> <i>Plans Examiner, Inspector</i>	<b>2023-Present</b>
<b>State of Oregon, Building Codes Division</b> <i>Assistant Building Official of Statewide and Field Services</i>	<b>2018-2023</b>
<b>City of Las Vegas, NV Development Services Dept.</b> <i>Supervisor of Building Inspections</i>	<b>2017-2018</b>
<b>City of Ashland, OR Community Development Dept.</b> <i>Chief Building Official</i>	<b>2014-2017</b>
<b>Clark County (Las Vegas), NV Building and Fire Prevention Department</b> <i>Commercial Combination Inspector</i>	<b>2005-2014</b>

### EDUCATION

Associate of Applied Science degree in Building Technology with emphasis in Building Inspection with Honors (2004) - College of Southern Nevada, Las Vegas, NV



## MILLIE HICKS

Chief Operating Officer

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### **EMPLOYMENT HISTORY**

<b>Clair Company, Inc., Corvallis, OR</b> <i>Principal, Chief Operating Officer</i>	<b>2002-Present</b>
<b>Ling &amp; Associates, Corvallis, OR</b> <i>Bookkeeper/Administrative Assistant</i>	<b>1998-2002</b>

### **EDUCATION**

Oregon State University, Corvallis, OR – Business Administration, Option: Accounting

### **PROJECT HISTORY**

#### ***Code Consulting, 3<sup>rd</sup> Party Plan Review/Inspections***

- High-Tech Manufacturing Company (Various Projects) – Hillsboro, Oregon
- The Campus Lofts – Eugene, Oregon
- University Apartments – Eugene, Oregon
- Sacred Heart Medical Center – Springfield, Oregon
- Cameron Family Glass – Cowlitz County, Washington
- Northwest Specialty Clinics – Springfield, Oregon
- Export Grain Terminal – Cowlitz County, Washington
- City of Junction City - Junction City, Oregon
- City of King City - King City, Oregon
- City of Hood River – Hood River, Oregon
- City of Portland – Portland, Oregon
- City of Hillsboro – Hillsboro, Oregon
- Hewlett-Packard (Various Projects) – Corvallis, Oregon
- Solar World – Hillsboro, Oregon
- Willamette Valley Medical Center Addition and Remodel – McMinnville, Oregon
- Rogue Valley Medical Center – Medford, Oregon
- OSU Reser Stadium – Corvallis, Oregon
- Global Foundries – Malta, New York
- Clackamas County – Oregon City, Oregon
- Washington County – Hillsboro, Oregon
- City of Woodburn (Amazon) – Woodburn, Oregon



## AMY CHERRY

Administrative Services Manager /  
Permit Technician

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### CERTIFICATIONS

- ICC Certified Permit Technician
- State of Oregon OIC Certification

### EMPLOYMENT HISTORY

<b>Clair Company, Inc., Corvallis, OR</b> <i>Permit Technician / Administrative Services Manager</i>	<b>2006-Present</b>
<b>Arasmith Consulting Resources, Inc., Albany, OR</b> <i>Office Manager</i>	<b>1997-2006</b>
<b>Event Solutions, Inc., Albany, OR</b> <i>Office Manager</i>	<b>1990-1997</b>

### EDUCATION

Linn-Benton Community College, Albany, OR – Associates Degree

### PROFESSIONAL AFFILIATIONS

Permit Technician of the Year (2023/2024) – Oregon Building Officials Association

### PROJECT HISTORY

#### *Code Consulting, 3<sup>rd</sup> Party Plan Review/Inspections*

- Hewlett-Packard (Various Projects) – Corvallis, Oregon
- High-Tech Manufacturing Company (Various Projects) – Hillsboro, Oregon
- Sacred Heart Medical Center – Springfield, Oregon
- EGT Grain Export Facility – Cowlitz County, Washington
- Cameron Family Glass – Cowlitz County, Washington
- Hewlett-Packard (Various Projects) – Corvallis, Oregon
- Weyerhaeuser (NORPAC) – Longview, Washington
- Washington County – Hillsboro, Oregon
- Clackamas County – Oregon City, Oregon
- City of Woodburn (Project Basie) – Woodburn, Oregon
- Lane County – Eugene, Oregon
- City of Milwaukie – Milwaukie, Oregon
- City of Hillsboro – Hillsboro, Oregon
- City of Lake Oswego – Lake Oswego, Oregon
- City of Sherwood – Sherwood, Oregon
- City of Hood River – Hood River, Oregon
- City of King City – King City, Oregon
- City of Newport – Newport, Oregon
- City of Corvallis – Corvallis, Oregon
- City of West Linn – West Linn, Oregon