



**DAN JOHNSON**  
DIRECTOR

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

March 5, 2026

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

Board of County Commissioners  
Clackamas County

**Approval of a Goods and Services Contract with KNL Industries for chip rock supply and hauling. Contract Value is \$184,500 for 4 months. Funding is through the County Road Fund. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	N/A		
<b>Performance Clackamas</b>	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Jon Sparks	<b>Contact Phone</b>	503-650-3235

**EXECUTIVE SUMMARY:** This contract will be for supplying and hauling chip rock. We are requesting approximately 3,100 tons of 3/8" – No.4 and 900 tons of 1/4"-No. 8 chip rock to be delivered to the Brightwood county stockpile site at 60095 E. Marmot Road, Sandy, Oregon. This chip rock material will be used for the Cherryville to Welches Chip Seal Resurfacing Project to be completed in the future.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on December 4, 2025. Bids were publicly opened on January 6, 2026. The County received five (5) bids: Knife River Corporation - Northwest, \$240,620.00; JTWA Trucking, \$205,300.00; North Santiam Paving Company, \$190,200.00; Granite Construction, \$224,000.00; and KNL Industries, Inc., \$184,500.00. After review of the bids, KNL Industries, Inc., was determined to be the lowest responsive and qualified bidder.

**RECOMMENDATION:** Staff respectfully recommends the Board approve this Goods and Services contract with KNL Industries for the purchase of 3/8" – No.4 Chip Rock supply and hauling for the Cherryville to Welches chip seal resurfacing project.

Respectfully submitted

*Dan Johnson*

Dan Johnson- Director of Transportation & Development

For Filing Use Only



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #0000001619**

This Goods and Services Contract (this “Contract”) is entered into between **KNL Industries, Inc** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Transportation and Development for the purposes of providing chip rock.

**ARTICLE I.**

- 1. Effective Date and Duration.** This Contract shall become effective upon signature of both parties and shall remain in effect until **June 30, 2026**, or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work.** The Contractor shall provide the goods and services identified in **Exhibit A** (the “Work”), attached hereto and incorporated by reference herein. Work shall be performed in accordance with a schedule approved by the County.
- 3. Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **One Hundred Eighty-Four Thousand Five Hundred Dollars (\$184,500.00)** for performing the Work required by 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 to Contractor within forty-five (45) days 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. 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.

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

- 5. Travel Expense Reimbursement.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 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: Keith Callaway Phone: 971-201-6760 Email: <a href="mailto:keithjr@kandlindustries.com">keithjr@kandlindustries.com</a>	County Contract Administrator: Jon Sparks Phone: Email: <a href="mailto:JSparks@clackamas.us">JSparks@clackamas.us</a>
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**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 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. 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.
- 6. Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. **Responsibility for Damages; Indemnity.** 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.

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 [procurement@clackamas.us](mailto:procurement@clackamas.us).

<b>Required - Workers Compensation:</b> 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"/> <b>Required – Commercial General Liability:</b> 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"/> <b>Required – Professional Liability:</b> 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"/> <b>Required – Automobile Liability:</b> Combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies 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 14 or Section 21, 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, or [procurement@clackamas.us](mailto:procurement@clackamas.us). 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. Reserved.**

**13. Representations of Warranties.** Contractor represents and warrants the following:

- 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.

If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.

- E. If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**14. Delivery and Inspections.**

- A. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- B. Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to

cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

- 15. 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, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. 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.
- 17. Subcontractors 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. 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 section and Article II, Sections 1, 7, 8, 13, 22, and 31, 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.
- 18. 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.
- 19. Tax Compliance and Certifications.** 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.
- 20. 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.

- 21. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. 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.

- 22. 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.
- 23. 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.
- 24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. 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.
- 26. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, 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.
- 27. 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.
- 28. 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.
- 29. Cooperative Contracting.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order,



**EXHIBIT A**  
**RFQ# 2025-86**  
**3/8" – No.4 Chip Rock Supplying and Hauling for the 2026 Chip Seal Resurfacing Projects**  
**Issued December 4, 2025**



**Procurement Division**  
 Public Services Building  
 2051 Kaen Road  
 Oregon City, OR 97045  
 (503) 742-5444 (Office)

**REQUEST FOR QUOTES (RFQ) #2025-86**

Issue Date: December 4, 2025

Project Name:	3/8" – No.4 Chip Rock Supplying and Hauling for the 2026 Chip Seal Resurfacing Projects		
Quote Due Date/Time:	January 6, 2025, 2:00 PM PST		
Procurement Analyst:	Tralee Whitley	Email:	<a href="mailto:TWhitley@clackamas.us">TWhitley@clackamas.us</a>

**SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT <https://bidlocker.us/a/clackamascounty/BidLocker>.**

**PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.**

**1. ANNOUNCEMENT AND SPECIAL INFORMATION**

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at

<https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address:

<https://oregonbuys.gov/bsol> Document No. S- C01010-00015483. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

**Submitting Quotes: Bid Locker**

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote 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 above or as modified by Addendum. LATE QUOTES WILL NOT BE ACCEPTED.
- C. Quoters 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. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

## 2. SCOPE

The purpose of this RFQ is to purchase approximately 3,100 tons of 3/8" – No.4 and 900 tons of 1/4"-#8 chip rock to be delivered to the Brightwood county stockpile site at 60095 E. Marmot Road, Sandy, Oregon, for the Cherryville to Welches Chip Seal project. We are also requesting 6,250 tons of 3/8"-No.4 chip rock to be delivered to the Steel Bridge county stockpile site at 16154 OR-211, Molalla, Oregon, for the Macksburg/Union Mills Chip Seal project. These chip seal projects are to be completed in the summer of 2026.

The County may award multiple contracts as a result of this RFQ. If multiple contracts are awarded, the County will generally use the firm with the best price, closest to the project site, in the sole determination by the County.

### **The following items are included and incorporated within this RFQ:**

- SPECIFICATIONS FOR SUPPLYING AND HAULING OF CRUSHED, UNCOATED ROCK FOR CHIP SEAL 2026
- CHIP SEAL ROCK 2026 STOCKPILE LOCATIONS

## 3. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

### **Goods & Services Contract** (unless checked, item does not apply)

Travel Expense Reimbursement is Authorized.

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.

## 4. QUOTE

Quotes should be short and concise with the following information:

- A. Company experience in these types of projects;
- B. Company locations (list if multiple sites);
- C. Prices – **Complete Fee Sheet Attached**; and
- D. Clackamas County Certifications Form;

## 5. EVALUATION

Quotes will be evaluated to determine the lowest Responsive Responsible Quoter for each of the two stockpile locations. The County reserves the right to award multiple contracts resulting from the cost for each stockpile location. Therefore, more than one bidder may be selected based upon the RFQ, Exhibits and Addenda.

**QUOTE CERTIFICATION FORM**  
**RFQ #2025-86**

Submitted by: KNL Industries, INC.  
**(Must be entity's full legal name)**

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter 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 Quoter 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 Quoter to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Quoter 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 Quoter or will Quoter 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 RFQ, 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 Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote 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 RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFQ.

Name: Keith Callaway Date: 1/6/2026  
Signature: *Keith Callaway* Title: COO  
Email: keithjr@kandlindustries.com Telephone: 971-201-6760  
Oregon Business Registry Number: 1623485-94 OR CCB # (if applicable): 245086

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: \_\_\_\_\_

**CLACKAMAS COUNTY  
INSTRUCTIONS TO QUOTERS**

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

**QUOTE PREPARATION**

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT OREGONBUYS (<https://oregonbuys.gov/bsa/view/login/login.xhtml>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

### **QUOTE EVALUATION AND AWARD**

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **CLARIFICATION:** Clackamas County reserves the right to seek clarification of each Quote, or to make an award without further discussion of Quotes received.
7. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
8. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes for any reason including, but not limited to, a Quoter's failure to constitute as a responsible bidder under ORS 279B.110 and LCRB C047-640-1-c-F-iii.
9. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
<b>WEARING SURFACES</b>						
101	00710	3/8"-No. 4 UNCOATED CRUSHED CHIP SEAL ROCK - BRIGHTWOOD STOCKPILE SITE	TON	3,100		
102	ISSA Type I	1/4"-No. 8 UNCOATED CRUSHED CHIP SEAL ROCK - BRIGHTWOOD STOCKPILE SITE	TON	900		
<b>BRIGHTWOOD SITE TOTAL</b>						<b>\$</b>

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
<b>WEARING SURFACES</b>						
103	00710	3/8"-No. 4 UNCOATED CRUSHED CHIP SEAL ROCK - STEEL BRIDGE STOCKPILE SITE	TON	6,250		
<b>STEEL BRIDGE SITE TOTAL</b>						<b>\$</b>

<b>BRIGHTWOOD SITE TOTAL</b>	<b>\$</b>
<b>STEEL BRIDGE SITE TOTAL</b>	<b>\$</b>
<b>BRIGHTWOOD AND STEEL BRIDGE PACKAGE STOCKPILE SITES TOTAL</b>	<b>\$</b>

Total Price \_\_\_\_\_ Dollars and

\_\_\_\_\_ Cents

Name (Print) \_\_\_\_\_

Signature \_\_\_\_\_

Date

# **SPECIFICATIONS FOR SUPPLYING AND HAULING OF CRUSHED, UNCOATED ROCK FOR CHIP SEAL 2026**

## **WORK TO BE DONE**

The work to be done under this Contract for the Supplying and Hauling of Crushed, Uncoated Rock for Chip Seal 2026 project consists of the following:

Furnish and deliver aggregate materials for chip seal rock according to the following schedule:

- A total of 3,100 tons of 3/8" – No. 4 and 900 tons of ISSA Type I, 1/4"-#8 uncoated crushed chip seal rock to the Brightwood county Stockpile site, 60095 E. Marmot Road, Sandy, Oregon.
- A total of 6,250 tons of 3/8" – No. 4 uncoated crushed chip seal rock to the Steel Bridge county Stockpile site, 16154 OR-211. Molalla, Oregon.

## **CONTRACT TIME**

The Contractor shall complete all Work to be done under the Contract not later than April 30, 2026.

## **CLASS OF WORK**

The Class of Work for this Project is Rock Production.

## SECTION 00710 – UNCOATED ASPHALT CHIP SEAL AGGREGATE

### Description

**00710.00 Scope** – This Work consists of furnishing and delivering graded Uncoated Asphalt Chip Seal Aggregate.

### Materials

**00710.10 Aggregates** – Furnish Aggregate meeting the following requirements:

(a) **Size Designation** – Provide the size of the Uncoated Asphalt Chip Seal Aggregate according to the following:

Chip Seal Design	Size of Screenings
Graded Medium	3/8" - No. 4
Graded Medium	1/4" – No. 8

(b) **Fractured Faces** - Provide Aggregates consisting of broken stone, crushed gravel or a combination of both. Crush Aggregate such that at least 90 percent by weight of the total Aggregate retained on the No. 8 and larger sieves is fractured on two faces, as determined according to AASHTO T 335.

(c) **Grading** – Perform sieve analysis according to AASHTO T 27 and AASHTO T 11. Provide grading for the designated Uncoated Asphalt Chip Seal Aggregate according to the following:

**SIEVE SIZE**

	<b>ODOT Graded Medium 3/8" – No. 4 Percent Passing (by Weight)</b>	<b>ISSA Type I 1/4" (6.4mm) Percent Passing by Weight</b>
3/4-inch	100	100
1/2-inch	100	100
3/8-inch	80 – 100	100
1/4-inch	10 – 40	95 – 100
No. 4	---	---
No. 8	0 - 6	0 – 3.0
No. 30	0 - 2	
No. 200 (wet)	0 - 2.0	0 – 1.0
No. 200 (wet in gravels)	0 – 1.0	---

(d) **Unit Weight of Aggregate** - Provide Aggregate with a minimum unit weight of 90 pounds per cubic foot according to AASHTO T 19.

(e) **Soundness** - Provide coarse and fine Aggregate with a weighted loss not exceeding 12 percent when subjected to five cycles of the soundness test using sodium sulfate solution according to AASHTO T 104.

(f) **Durability** - Provide Aggregates meeting the following durability requirements:

<b>Test</b>	<b>Test Method</b>		<b>Maximum Values</b>
	<b>ODOT</b>	<b>AASHTO</b>	
Abrasion		T 96	30.0%
Degradation (coarse Aggregate) Passing No. 20 Sieve	TM 208		30.0%
Sediment Height	TM 208		3.0"

(g) **Harmful Substances** - Provide Aggregates meeting the following harmful substances requirements:

<b>Test</b>	<b>Test Method</b>		<b>Limits</b>
	<b>ODOT</b>	<b>AASHTO</b>	
Lightweight Pieces		T 113	1.0% maximum
Wood Particles	TM 225		0.1% maximum
Elongated Pieces (coarse Aggregate at a ratio of 5:1)	TM 229		10.0% maximum

**(h) Taking Aggregates from Agency Stockpiles** - When it is specified that Aggregates are to be taken from Agency-controlled stockpiles, take the material in an orderly manner. Do not contaminate the materials. Salvage all material possible from the area which the material is taken. Shape unused portions of a stockpile to Neat Lines. The Contractor will be charged for materials wasted through negligence or used without authority.

**(i) Stockpiling Contractor Furnished Aggregates on Agency Property** – Aggregates shall be deposited at approved sites on Agency property in the locations and amounts listed in the Contract. The stockpile sites for this contract will be prepared for use by Agency forces. All labor and equipment required for the construction of the stockpiles shall be furnished by the Agency.

The haul to any stockpile shall not be initiated unless a minimum of 300 tons per day is to be hauled.

**(j) Aggregate Cleanness** - Crushed aggregate shall be clean and meeting requirements outlined in 00710.10(g). Unless all dirt, dust, clay, and other objectionable material is completely removed by dry screening, the aggregate shall be made clean by washing and/or by other means suitable to the Agency.

**00710.15 Aggregate Production Quality Control** - Provide quality control during production of Aggregate. Sampling and Testing shall be performed by a CAgT at the minimum frequency schedule in the MFTP.

**(a) Quality Control Compliance** - Evaluate Aggregates for compliance according to the following:

**(1) Gradation** - The Engineer will reject any stockpile of Aggregate containing non-specification material unless the non-specification material is removed from the stockpile.

**(2) Other Tests** - Stop production, make appropriate operational adjustments, and remove all failing material from the stockpile whenever a quality control test result, other than sieve analysis, does not meet Specifications. Document operational adjustments made and notify the Engineer prior to resuming production.

**(3) Preproduced Aggregate** - Compliance of Aggregates produced and stockpiled before the Award of this Contract will be determined by either of the following:

- Continuing production records meeting the requirements of 00710.10 and 00710.15.
- Sampling according to AASHTO R 90 and testing the entire stockpile at the minimum frequency schedule in the MFTP. The material shall meet the requirements of 00710.10 and 00710.15.

**(b) Materials on Hand** - Payment for stockpiled materials on hand may be allowed subject to meeting the requirements of 00710.10 and 00710.15.

**00710.16 Acceptance of Aggregate** - The Contractors quality control tests will be used for acceptance of Aggregates if verified by the Agency's quality assurance program. Aggregate production quality assurance will be at the discretion of the Agency.

**Equipment**

**00710.20 Rock Crusher** – Furnish rock crushers capable of producing Rock meeting the Specifications. Use an impact crusher of sufficient size and capable of producing Aggregate in cubical form, free from sharp points or slivers.

**00710.21 Hauling Equipment** – Provide vehicles for hauling uncoated chip seal Aggregate capable of discharging the materials without segregation. Haul vehicles shall be clean and free of dry or cold asphalt mix that may be dislodged and contaminate the stockpile with clumps that will not pass through spreading equipment. Excessive clumping may require re-screening of the product prior to acceptance.

**Labor**

**00710.30 Quality Control Personnel** - Provide a technician having a CAgT technical certification.

**Measurement**

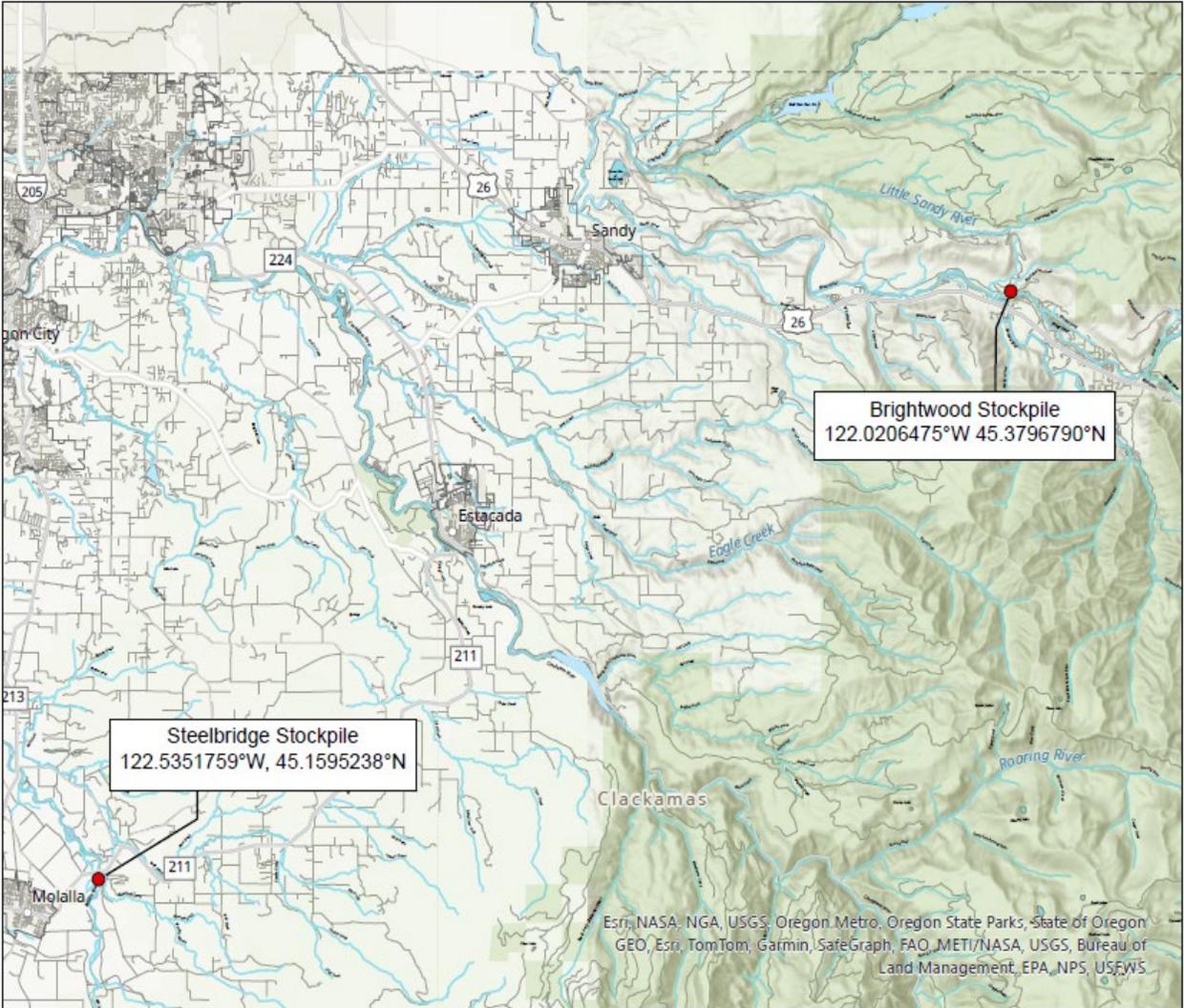
**00710.80 Measurement** – The quantities of Aggregate will be measured on the weight basis in the hauling vehicle. Measurements shall be obtained using certified scales.

**Payment**

**00710.90 Payment** – The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

<b>Pay Item</b>	<b>Unit of Measurement</b>
(a) Uncoated Asphalt Chip Seal Aggregate .....	Ton

Payment will be payment in full for furnishing and delivering all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.



**LEGEND**

● Stockpile Location

N

CHIP SEAL ROCK 2026  
STOCKPILE LOCATIONS

FIGURE 1



**EXHIBIT B**  
**CONTRACTOR'S QUOTE**



KNL Industries, INC.  
10672 S Macksburg Rd.  
Canby OR 97013  
971.201.6760

January 6<sup>th</sup>, 2025

RE: 3/8" – No.4 Chip Rock Supplying and Hauling for the 2026 Chip Seal Resurfacing Projects

A. Company experience in these types of projects:

- City of Gladstone - Harvard & Kenmore Corner  
Excavate asphalt, base and debris as necessary for 12" gravel base  
Supply, install and haul loads of gravel  
Grade and compact rock  
Apply 3" of compacted hot asphalt over prepared area and hand tamp edges
- Clackamas County – Canby-Marquam Highway  
Hauled 1 – ½" – 0 rock for Aggregate Shoulders  
Provided Aggregate for Approaches/Bases
- Clackamas County – Mt. Talbert Paving Project  
Hauled ¾" – 0 rock for Aggregate Base

B. Company Location:

- KNL Industries, Inc.  
10672 S Macksburg Rd.  
Canby, OR 97013

(Only location)

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
<b>WEARING SURFACES</b>						
101	00710	3/8"-No. 4 UNCOATED CRUSHED CHIP SEAL ROCK - BRIGHTWOOD STOCKPILE SITE	TON	3,100	\$45.00	\$139,500.00
102	ISSA Type I	1/4"-No. 8 UNCOATED CRUSHED CHIP SEAL ROCK - BRIGHTWOOD STOCKPILE SITE	TON	900	\$50.00	\$45,000.00
<b>BRIGHTWOOD SITE TOTAL</b>						<b>\$184,500.00</b>

Item #	Spec #	Item Description	Unit	Quantity	Unit Price	Amount
<b>WEARING SURFACES</b>						
103	00710	3/8"-No. 4 UNCOATED CRUSHED CHIP SEAL ROCK - STEEL BRIDGE STOCKPILE SITE	TON	6,250	\$40.00	\$250,000.00
<b>STEEL BRIDGE SITE TOTAL</b>						<b>\$250,000.00</b>

<b>BRIGHTWOOD SITE TOTAL</b>	<b>\$ 184,500.00</b>
<b>STEEL BRIDGE SITE TOTAL</b>	<b>\$ 250,000.00</b>
<b>BRIGHTWOOD AND STEEL BRIDGE PACKAGE STOCKPILE SITES TOTAL</b>	<b>\$ 434,500.00</b>

Total Price Four Hundred Thirty Four Thousand Five Hundred Dollars and Zero Cents

Name (Print) Keith Callaway, KNL Industries, INC.

Signature  1/6/2025  
Date