To request translation or disability-related accommodations, please contact us at **DTDcompliance@clackamas.us** | **503-742-4400**.

Si quiere solicitar servicios de traducción o adaptaciones para la discapacidad, contáctenos en/al **DTDcompliance@clackamas.us** | **503-742-4400**.

Чтобы запросить перевод или приспособления, связанные с инвалидностью, пожалуйста, свяжитесь с нами по:
DTDcompliance@clackamas.us | **503-742-4400**.

Щоб попросити переклад або спеціальні послуги для осіб з особливими потребами, зверніться до нас, скориставшись такими контактними даними:
DTDcompliance@clackamas.us | **503-742-4400**.

如需翻译服务或残障相关的协助，请与我们联系：
DTDcompliance@clackamas.us | **503-742-4400**。

Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **DTDcompliance@clackamas.us** | **503-742-4400.**

Clackamas County
www.clackamas.us

CLACKAMAS COUNTY

DAN JOHNSON
DIRECTOR

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

October 29, 2026 BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of Contract #1934 with South County Asphalt, LLC. for Asphaltic Concrete Products. Total contract value is $3,000,000.00 for three (3) years. Funding is through County Road Fund. No County General Funds are involved.

Previous Board Action/Review: None
Performance Clackamas: Build a strong infrastructure and ensure safe, healthy, and secure communities.
Counsel Review: Yes – Amanda Keller **Procurement Review:** Yes
Contact Person: Ricky Munds **Contact Phone:** 503-650-3204

EXECUTIVE SUMMARY: This contract with South County Asphalt, LLC. will provide Transportation Maintenance teams with the materials they need to properly maintain Clackamas County roadways. It will be used for in-house paving, patching, and pothole maintenance. This is one of three asphaltic concrete contracts coming before the board for approval. Having resources such as asphaltic concrete vendors throughout the County can cut back on costs by using vendors that are closest to our job sites.

PROCUREMENT PROCESS: This contract was advertised in accordance with ORS and LCRB Rules on July 23, 2026, through RFQ 2026-60. The County received responses from three (3) vendors: South County Asphalt, LLC., Knife River Corporation-Northwest, and Lakeside Industries, Inc. All three (3) vendors have finalized their Clackamas County Goods and Services agreements. Transportation Maintenance will be using all three (3) vendors due to the various locations.

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve Contract #1934 with South County Asphalt, LLC. for Asphaltic Concrete Products used for maintaining Clackamas County roads.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development

For Filing Use Only

CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #0000001934

This Goods and Services Contract (this "Contract") is entered into between **South County Asphalt, LLC** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), acting by and through its Department of Transportation for the purposes of providing asphaltic concrete products.

ARTICLE I.

1. **Effective Date and Duration**. This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2029,** 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 maximum amount County may pay Contractor, from available and authorized funds, for performing the Work during the entire three (3) year term of the Contract shall not exceed **Three Million Dollars ($3,000,000.00).** Because this is an on-call or as-needed contract, and the exact amount of Work needed, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor the full $3,000,000.00 authorized herein. 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:
   dtdtminvoice@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: Dave Elsner Phone: 971-235-4571 Email: Dave@eagle-elsner.com	County Contract Administrator: Ricky Munds Phone: 503-755-3357 Email: RMunds@Clackamas.us

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 837, 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.

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.
☒ **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.
☐ **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.
☒ **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 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 Contact 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. 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 handing 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. **Reserved.**

30. Reserved.

31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.

32. Execution and 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.

33. Amendment. This Contract may only be modified in writing signed by the parties.

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

South County Asphalt, LLC 24420 S. Highway 99E Canby, Oregon 97013	Clackamas County
10/12/26 Authorized Signature Date	Signature Date
DAVID ELSNER, MEMBER Name / Title (Printed)	Name: _____ Title: _____
142704-90 Oregon Business Registry #	Approved for Legal Sufficiency:
DLLC/Oregon Entity Type / State of Formation	10/12/2026 County Counsel Date

EXHIBIT A
RFQ#2026-60
Asphaltic Concrete
Issued July 23, 2026

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

REQUEST FOR QUOTES (RFQ) #2026-60

Issue Date: July 23, 2026

Project Name:	Asphaltic Concrete		
Quote Due Date/Time:	August 13, 2026, 2:00 PM PST		
Procurement Analyst:	Tralee Whitley	Email:	TWhitley@clackamas.us

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/bso/ Document No. S- C01010-00017574. 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 obtain competitive market prices on various asphaltic concrete products, loaded, Freight On Board ("FOB") supplier's site. The County Transportation Maintenance Division (or other County departments) will use the resulting price agreement for purchases on an as needed basis.

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.

Price Adjustments: The resulting contract(s) will be for a period of January 1, 2027 (or the date the contract(s) is executed) through December 31, 2029. Contractor(s) may request pricing changes (increase or decrease) twice a year between April 1-10 and November 1-10 of each year of the contract. The County will not consider requests not received during the above-referenced request periods. The County's intent is to ensure that it is paying competitive market rates for products.

Ordering Process: Once a contract is established, the County will periodically contact the contractor to fulfill orders. Contractor will invoice the County monthly for all sales. The County reserves the right to pay by credit card at the point of sale (without additional fee or charge). All invoices shall be NET 30 and subject to ORS 293.462. At the time of order, the County representative shall indicate the point of contact for invoicing.

Requirements:

A. Measurement: Measurement of asphaltic concrete will be by the ton based upon weigh tickets from certified scales except in situations that the County gives prior approval for the use of another measurement standard.

B. Prices: Prices quoted will be for purchases of asphaltic concrete, loaded, FOB supplier's site.

C. Materials: Asphaltic concrete supplied shall conform to the State of Oregon's Standard Specifications for Highway Construction, 2024 Edition. Asphaltic concrete not meeting the required specification will be rejected.

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)
The following insurance requirements will be applicable.

☐ 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.

☒ 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.

☒ Automobile Liability: combined single limit, or the equivalent, of not less than $500,000 per occurrence for Bodily Injury and Property Damage.

4. QUOTE

Quotes should be short and concise with the following information:

A. Company experience in providing such materials;
B. Company hours;
C. Company locations (list if multiple sites);
D. Prices- **Complete Fee Sheet Attached**;
E. Estimated time to complete the project;
F. Quote Certification Form

5. EVALUATION

The quote received from the lowest responsive responsible Quoter will be awarded a contract. The "lowest responsive responsible Quoter" is the lowest Quoter who has substantially complied with all requirements of the Request for Quote and who can be expected to deliver promptly and perform reliably in the determination of Clackamas County.

QUOTE CERTIFICATION FORM
RFQ #2026-60

Submitted by: SOUTH COUNTY ASPHALT, LLC.
(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: DAVID ELSNER
Date: 8/13/2026
Signature: [signature]
Title: MEMBER
Email: DAVE@EAGLE-ELSNER.COM
Telephone: (971) 236-4571
Oregon Business Registry Number: 14270490
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: _____

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/bso/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.

EXHIBIT B
CONTRACTOR'S QUOTE

ASPHALTIC CONCRETE FEE SHEET
COMPANY NAME: SOUTH COUNTY ASPHALT LLC

	MATERIAL/DESCRIPTION	COST PER TON
	LEVEL 3, ¾" DENSE	$ 73.50
	LEVEL 3, ½" DENSE	$ 74.50
	LEVEL 3, 3/8" DENSE	$ 80.00
	LEVEL 2, ½" DENSE	$ 75.50
	DRIVEWAY MIX (200#C)	$ N/A
	COLD MIX	$ 145.00
*	EZ STREET – VOC FREE PICK UP	$ 145.00
*	EZ STREET – VOC FREE DELIVERED	$ 155.00

Company Authorized Signature _____ Date: 8/13/2026

* SEE ATTACHED BROCHURE ON QPR COLD MIX. THIS REPLACES EZ STREET VOC-FREE COLD MIX.

QPR®

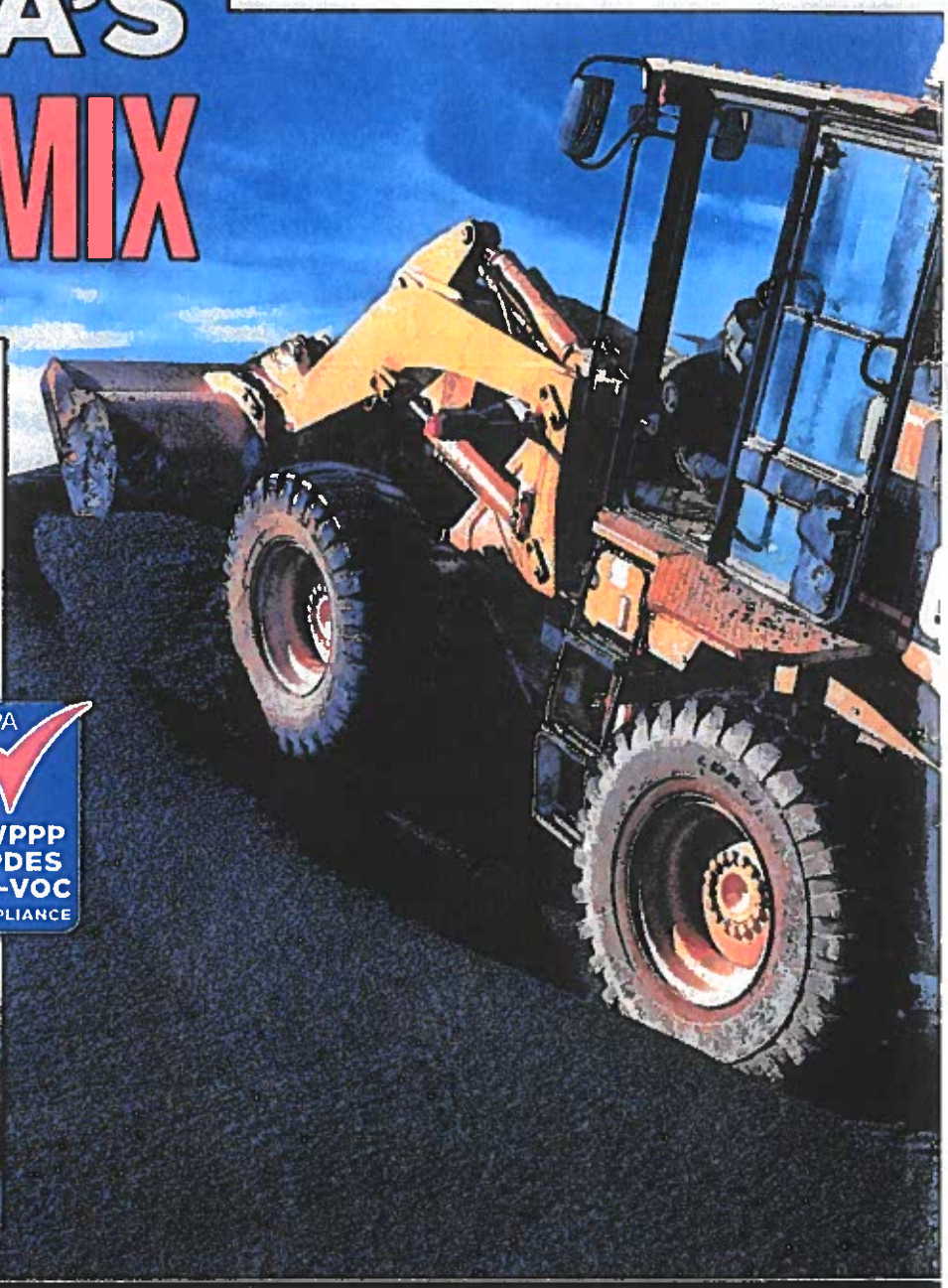
QUALITY PAVEMENT REPAIR

South County ASPHALT

AVAILABLE FOR BULK PURCHASE AT

South County Asphalt
24370 South Highway 99E • Canby, OR 97013
Dave Elsner - (971) 235-4571

NORTH AMERICA'S #1 COLD MIX



- The #1 High Performance Pavement Repair Material
- No Mixing or Tacking Required
- Material Remains Workable from -5°F to 105°F
- Works in Water Filled Potholes
- Specifically Blended for the Climate in the Northwest
- **Our No VOC Formula Provides 0% Surface Water Runoff Toxicity & Meets all EPA Regulated SWPPP & NPDES Requirements**
- Guaranteed **PERMANENT**

EPA SWPPP NPDES NO-VOC COMPLIANCE

For SDS, Material Specs and Installation Tips contact us at: QPRUSA.com • (800) 388-4338 • Sales@QPRCHA.com
For technical questions and FREE samples call: Don Nathan - (865) 599-0105