Tuolumne County

Public Works Department

Issued: Monday, April 13, 2026

REQUEST FOR PROPOSAL (RFP No. 1785)

SS4A ACTION PLAN UPDATE & SAFETY ANALYSIS

Deadline for Submission of Proposals: Friday, May 8, 2026

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/tuolumnecountyca

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A - Tuolumne County_SS4A Action Plan Update & Safety Analysis_Agreement

B - Sample Cost Proposal 2 - For Contracts with Specific Rates of Compensation

C - Exhibit 10-Q Disclosure Of Lobbying Activities

D - TuolumneCountyLRSP-Adopted_Dec_2021

1. Introduction

1.1. Summary

By way of this Request for Qualifications (RFQ), the County of Tuolumne, through its Department of Public Works ("County"), intends to select a qualified consulting firm to provide professional services for the development of the Local Road Safety Plan (LRSP) Update and Safe Streets and Roads for All (SS4A) Action Plan Update, including Supplemental Safety Analysis. These services will support the County's transportation safety planning efforts for federally, state, and locally funded programs. The scope of work may include, but is not limited to, development of an updated SS4A Action Plan building upon the existing LRSP; crash data analysis and systemic safety evaluation; intersection control evaluations at up to five (5) unsignalized intersections; and countywide safety corridor and speed management analysis. The scope may also include supplemental safety studies, stakeholder and community engagement, identification and prioritization of safety improvements and countermeasures, and development of implementable project and strategy recommendations consistent with the Safe System Approach. Firms responding to this RFQ should be fully familiar with and experienced in meeting the requirements of State and Federal procedures applicable to federally funded transportation safety and planning projects.

1.2. Background

Tuolumne County is located in the center of the California Mother Lode region along the western slope of the Sierra Nevada mountain range. The County is bordered on the north by Calaveras County, on the south by Mariposa County, on the west by Stanislaus County, and on the east by Alpine and Mono Counties. Sonora is the only incorporated city within Tuolumne County and serves as the county seat.

The County is committed to improving transportation safety across its roadway network through data-driven planning and implementation of effective safety strategies. In support of this commitment, the County is advancing an update to its Local Road Safety Plan (LRSP) and Safe Streets and Roads for All (SS4A) Action Plan to identify and address systemic safety risks, reduce fatal and serious injury collisions, and align with applicable federal and state transportation safety priorities, including the Safe System Approach.

1.3. Contact Information

Urian Barraza
Engineer 1
2 S. Green Street
Sonora, CA 95370
Email: ubarraza@co.tuolumne.ca.us
Phone: (209) 533-5930 Ext: 5930

Department:
Public Works Department

Department Head:
Blossom Scott-Heim
Public Works Director

1.4. Timeline

Release of published RFP	April 13, 2026
Deadline for receiving all questions	April 24, 2026, 5:00pm
Question Response Deadline	May 1, 2026, 5:00pm
Deadline for RFP responses to be received by County	May 8, 2026, 5:00pm
Review Committee evaluates and ranks proposals	May 11, 2026
Commencement of negotiation period	May 13, 2026
Notice of contract award (Tentative)	May 18, 2026
Deadline for protests/appeals (Tentative)	May 20, 2026
Contract executed (Tentative)	June 2, 2026

2. Scope of Services

2.1. SS4A Development – Safety Planning and Analysis Services

The County of Tuolumne is seeking qualified professional consulting services to support transportation safety planning and engineering efforts associated with the Local Road Safety Plan (LRSP) Update and Safe Streets and Roads for All (SS4A) Action Plan. The consultant shall provide technical expertise, data analysis, stakeholder coordination, and documentation necessary to advance the County's roadway safety objectives and improve safety outcomes across the County's transportation system.

The Scope of Services includes, but is not limited to, the following:

- Assistance in incorporating public and community input, including support for the County's stakeholder engagement efforts. This shall include coordination with local partners and community groups such as Tuolumne County pedestrian and bike safety advocates, tribal governments, public safety agencies, and other relevant stakeholders to ensure inclusive and representative participation.
- Development of a prioritized list of safety projects, strategies, and countermeasures based on crash data analysis, systemic safety evaluation, and applicable federal and state transportation safety planning guidance.
- Integration of equity considerations into the LRSP Update and SS4A Action Plan, including identification and mapping of underserved or disadvantaged communities and incorporation of qualitative input reflecting community-specific safety concerns and needs.
- Completion of Intersection Control Evaluations (ICE) at up to five (5) unsignalized intersections identified through collision data analysis, particularly locations where improper turning movements and related conflict patterns are contributing factors in crash history. Findings shall inform recommended safety improvements and project prioritization.
- Preparation of a countywide safety corridor and speed analysis evaluating posted and operating speeds using collision data, roadway characteristics, pedestrian activity, and multimodal conditions. The analysis shall support potential speed management recommendations and identify corridors where targeted safety countermeasures, enforcement strategies, or innovative safety treatments may be warranted.
- Preparation of updated LRSP/SS4A documentation, including figures, technical appendices, and supporting materials necessary to meet applicable federal Safe Streets and Roads for All (SS4A) Action Plan requirements.

The consultant shall apply data-driven methodologies consistent with applicable federal and state transportation safety planning standards, including requirements associated with the SS4A program. All work shall support the County's objective of reducing fatal and serious injury collisions, with emphasis on addressing unsafe speeds and improper turning movements, which represent significant contributing factors in the County's collision history.

2.2. Project Schedule and Milestones

The work schedule must align with the performance period for the County's SS4A grant. The Consultant will be expected to schedule milestone deliverables while meeting the grant reporting and final plan adoption deadlines.

- **Proposed Timeline:** The Consultant shall submit a draft project schedule as part of the proposal, identifying key milestones, lead times for County review, and stakeholder engagement windows.
- **Progress Reporting:** The Consultant shall provide monthly progress reports and updated schedules to the County Project Manager to support federal quarterly reporting requirements.
- **Grant Alignment:** All planning activities shall be completed to ensure final plan adoption and public availability by January 31, 2028, with the SS4A Final Report submitted to FHWA by February 15, 2028, consistent with the approved project schedule and grant requirements.

3. Minimum Qualifications

To ensure the selection of a qualified consultant, the following minimum qualifications shall be required for eligibility in the pre-qualification process: The firm shall demonstrate the expertise and experience of key personnel assigned to the project, including a clear staffing plan and prior experience on similar transportation safety planning and engineering projects. The firm shall provide evidence of past performance on comparable work, including professional references from Local Public Agencies (LPAs). The consultant shall demonstrate the ability to meet project schedules and deadlines and to provide appropriate technical resources. The use of subconsultants, if applicable, shall be clearly identified and described. In addition, the firm shall demonstrate familiarity with applicable federal, state, and local codes, standards, and guidance, and a clear understanding of the project scope and required deliverables. These factors shall be considered essential in determining overall qualifications for selection.

4. Proposal Package Requirements

Proposals are to be straightforward, clear, concise and responsive to the information requested. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit their response online via Tuolumne County's e-Procurement platform, https://procurement.opengov.com/portal/tuolumnecountyca.

1. Proposal Elements*

Proposals are to be straightforward, clear, concise and responsive to the information requested. The proposal shall not exceed a total of the equivalent of twelve (12) single-sided, 8.5" x 11" pages. The twelve (12) page limit does not include cover letter, cover or divider pages (if any), table of contents, or resumes. In order for proposals to be considered complete, proposers must provide all requested information.

Each proposer must submit their response online via Tuolumne County's e-Procurement platform, https://procurement.opengov.com/portal/tuolumnecountyca\

Firms or individuals interested in providing the requested services are required to include the following information for a successful bid:

A. Statement of Understanding and Approach

- This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section.
- This section should include the following:
  - An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  - Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
  - Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
  - Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified in the Scope of Work.

- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the County will consider proposals that offer alternative service delivery means and methods for the services desired.
- Proposers are also requested to identify any County owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the County in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the County, if applicable.

B. Company Information

- This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.
- The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

C. Company Personnel

- This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
- An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

D. Disclosure

- Please disclose any and all past or current business and personal relationships with any current County elected official, appointed official, County employee, or family member of any current County elected official, appointed official, or County employee. Any past or current business relationship may not disqualify the firm from consideration.

E. Experience and References

- The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in in the Minimum Qualifications Section with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.
- Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

*Response required

2. Proposal Cost*

Proposer shall upload a fee schedule here. Information should include any and all costs associated with the fulfillment of the Scope of Services.

*Response required

5. RFP Process

5.1. Submittal of Proposals

Sealed proposals must be received online, NO LATER THAN 5:00 pm on Friday, May 8, 2026.

Proposals are to be submitted electronically using Tuolumne County's e-Procurement platform, https://procurement.opengov.com/portal/tuolumnecountyca. Proposals will be received only as instructed above, and must be received before 5:00 pm on Friday, May 8, 2026. Proposals shall not be submitted via hard copy, (hand delivered or mailed), facsimile, nor via email. It is the sole responsibility of the proposer to properly upload its proposal so that it is received by the time and date required. Any proposal received after said time and/or date or in any other format other than as instructed herein, cannot be considered and will not be accepted. The County's e-Procurement Platform records the time stamp for every proposal submitted properly in the system. Once a proposal is submitted in the e-procurement platform, the Proposer will receive an email confirmation, and the proposal status will also show as "submitted."

5.2. Submitter's Questions

Questions regarding the RFP must be submitted exclusively in writing to the County by 5:00 pm on Friday, April 24, 2026 via the County's e-Procurement platform, **in the Q&A tab**. Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted after this time. The County will use an addendum to the RFP to post any questions received, along with written responses, on Tuolumne County's e-Procurement platform, https://procurement.opengov.com/portal/tuolumnecountyca. **It is the responsibility of the proposers to check the County website to review the questions and responses**. Any oral responses to questions are not binding on the County.

5.3. Cost of Developing the Proposal

All costs incurred in the preparation of a proposal are the responsibility of each proposer and will not be reimbursed by the County.

5.4. Proposal Terms and Conditions

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions of the RFP. By the submission of a proposal, the proposer certifies that if awarded a contract, proposer will make no claim against the County based upon ignorance of or misunderstanding of the specifications.

Each proposer shall submit its proposal with the understanding that the proposal will become a part of the official file on this matter and shall be subject to disclosure, if requested by a member of the public, following the completion of negotiations.

By submitting a proposal, each proposer certifies that all statements in this proposal are true. This constitutes a warranty, the falsity of which shall include the right, at the County's option, of declaring any contract made, as a result thereof, null and void. Proposals shall be completed, executed, and submitted in accordance with the instructions of this RFP. If a proposal is not submitted in the format specified in this RFP, it may be rejected, unless the County determines

that the nonconformity is either a minor irregularity or that the defect or variation in the proposal is immaterial or inconsequential. The County may give the proposer an opportunity to cure any deficiency resulting from a minor irregularity or an immaterial or inconsequential defect, or County may waive such deficiency, whichever is most advantageous to the County.

The County cannot accept proposals from any individual who is currently employed with the County of Tuolumne (California Government Code §29708).

5.5. Successful Proposal as Part of Contract Services

Proposals received in response to this solicitation, at the County's discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, proposers are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to negotiate modifications or revisions to any awarded contract.

5.6. Evaluation of Proposals

See Section 6. Evaluation of Proposals for more information.

5.7. Other Requirements

In order to contract with the County of Tuolumne, a proposer must meet the following requirements:

- Make available to the County its federal Tax Identification Number (TIN) or Social Security Number (SSN).
- Comply with all Federal, State and local rules, regulations and policies, including but not limited to:
    - Standard contract language of the County; and,
    - Insurance coverage to include worker's compensation, general liability, auto liability and professional liability, unless waived by the County.
- Meet the requirements for audit of its expenditures if required in the above documents.

5.8. Non-Discrimination

Non-Discrimination: The Contractor selected through this RFP shall provide services without discrimination based on race, creed, color, ethnic or linguistic identification, gender or sexual preference, disability or handicap or any other basis prohibited by law.

5.9. Protest/Appeal Process

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for SS4A Action Plan Update & Safety Analysis once the Notices of Award/Non-Award have been issued.

Any protest must be submitted in writing to Public Works Department, 2 S. Green Street, Sonora, CA 95370, Attention: Urian Barraza

The protest must be submitted before **5:00 p.m.** of the tenth (10th) business day following the date of the Notice of Award.

The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.

The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

Upon receipt of written protest/appeal, the Public Works Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

5.10. Public Records Access

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are complete.

6. Evaluation of Proposals

The objective is to perform a thorough and fair evaluation of submitted proposals and facilitate the selection of a contractor/consultant that best satisfies the County's requirements. The following describes the evaluation process and associated components.

A. **Selection Process:**

1. The County shall name, for the purpose of evaluating the proposals for this RFP, a Review Committee composed of representatives from the County. The County may also elect to include as part of the Review Committee qualified representatives from other agencies or entities.

2. Proposal documentation requirements set forth in this RFP are designed to provide guidance to proposers concerning the type of information that will be used by the Review Committee. Proposers shall be prepared to respond to requests by the Review Committee for additional items deemed necessary to assist in the evaluation process.

B. **Evaluation Criteria & Scoring:**

1. The Review Committee shall be responsible for performing the evaluations of each proposal. Each member of the Committee shall rate the proposers separately. The scores of each of the Committee members shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below.

C. **Award:**

Award will be made to the qualified proposer whose proposal will be most advantageous to the County, with price and all other factors considered, based upon the completeness, responsiveness, and conformance of the proposal with all requirements of this solicitation. The County will negotiate with the highest ranked proposer to develop the scope of work and contract for mutual satisfaction.

If the County cannot successfully negotiate a contract with the highest ranked proposer, the County will terminate negotiations and begin negotiations with the next highest ranked proposer.

Proposers will receive mailed Award/Non-Award notification(s), which will include the name of the proposer to be awarded this contract.

Proposers are advised County reserves the following prerogatives:

- To reject any or all proposals;
- To consider historic information and fact, whether gained from the proposer's proposal or any other source, in the evaluation process; and

- The proposer is cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of the individual or firm to submit such information may cause an adverse impact on the evaluation of the proposal.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Firms Reputation and Experience**	Points Based	20 *(20% of Total)*
2.	**Demonstrated Past Performance (Quality)**	Points Based	20 *(20% of Total)*
3.	**Demonstrated Past Performance (Budget/Schedule)**	Points Based	10 *(10% of Total)*
4.	**Project Understanding and Approach**	0-5 Points	30 *(30% of Total)*
5.	**Cost Proposal Reasonableness**	0-5 Points	20 *(20% of Total)*

7. Contract Information

7.1. Sample Agreement

A sample Agreement is attached to this RFP, which details all standard terms and conditions required by the County of Tuolumne.

7.2. Term/Termination

The term of the initial contract awarded under this RFP will be for: three (3) years. By mutual agreement, this contract may be extended for one (1) year, under the following circumstances:

- The County receives adequate funding to extend program operations;
- The Contractor has achieved demonstrable success by meeting all of the contract's service requirements;
- The County continues to need the services purchased under this RFP;
- The Contractor is willing and able to modify the services provided to best meet the needs of the program as determined by the County.

The contract will be subject to termination by either party upon 30 calendar days' written notice of intent to terminate. The County may terminate the contract at any time, without written notice, upon a material breach of contract by the Contractor.

7.3. Funding Availability

It is mutually agreed that if the County budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to Contractor to reflect the reduced amount.

7.4. General Insurance

A. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as:**i. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and

completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.**ii. Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.**iii. Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:**i.** Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).**ii.** Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.**iii**. Umbrella or Excess Policy. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the additional Insured, whether primary or excess, and which also apply to a loss covered

hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.**iv.** Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.**v.** Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.**vi**. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000**,**unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.**vii.** Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.**viii.** Verification of Coverage. Contractor shall furnish the County with original Certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**ix.** Special Risks or Circumstances. County reserves the right to modify these requirements, including limits,

based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.**x**. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

7.5. Hold Harmless/Indemnification

Contactor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of this Agreement.