



Request for Proposals Humboldt County, Nevada

SOLICITATION TITLE:	INDUSTRIAL HEMP PROCESSING PLANT FEASIBILITY STUDY
PROPOSALS DUE DATE:	November 8 th , 2019
PROPOSAL DUE TIME:	3:00PM PST
LOCATION:	Send electronically in PDF format. Please send with "Hemp Processing RFP" in subject line to:
RFP ADMINISTRATOR:	Jan Morrison Economic Development Officer Northeastern Nevada Regional Development Authority Phone: 775-217-0602 Email: Jan@nnrda.com / CC: SMudd@nnrda.com
ISSUE DATE	October 16 th , 2019

Sealed proposals for the service specified will be received by the RFP Administrator until the time and date cited above. Proposals must be emailed with the received time and date on or prior to the exact time and date indicated above.

Instructions for preparing proposals are provided on the following pages.

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A. PROJECT INTRODUCTION

This request for proposals (RFP) is intended to solicit qualified proposals to achieve the goals and tasks which have been approved by the Northeastern Nevada Regional Development Authority (NNRDA), Humboldt County, Winnemucca, Nevada (HC) and the Humboldt Development Authority (HDA). The aforementioned entities are seeking a highly qualified firm to perform a study (the “Study”) to determine the feasibility of an industrial hemp processing plant in rural Humboldt County. The Study will identify opportunities and strategic advantages for the business.

B. PROJECT BUDGET

The budget for this project is twenty-five thousand dollars (\$25,000).

C. ORGANIZATIONS BACKGROUNDS

The Northeastern Nevada Regional Development Authority represents the counties of Elko, Eureka, Humboldt, Lander, and White Pine, as well as the cities of Carlin, Elko, Ely, Wells, West Wendover, and Winnemucca. NNRDA maintains the largest footprint of all Nevada’s development authorities; encompassing nearly half of Nevada’s total landmass. The combined population of NNRDA’s five counties is nearly 88,000.

The Humboldt Development Authority is a partnership of public and private entities and individuals formed through a cooperative agreement between the City of Winnemucca and Humboldt County. The mission of HDA is to identify and develop economic improvement opportunities, provide recommendations concerning economic development and improvement to the governing bodies of the City of Winnemucca and Humboldt County, and to assist in the attraction, retention, expansion and growth of business that is compatible with the interests and concerns of the residents of Winnemucca and Humboldt County.

Winnemucca serves as the county seat and is located in the rugged high desert of north-central Nevada, bordered on the north by Oregon and by neighboring Nevada counties to the west, south and east. The County’s 9,626 square miles offer some of the most varied, spectacular scenery in the state and a wide array of outdoor recreational opportunities. The County’s economy is derived in large part from its main industries including agriculture and agricultural services, mining, and tourism. Humboldt County is the leading agricultural county in the state with more than 100,000 acres under cultivation. With a county population hovering at 17,000 and median household income at \$69,300 (2107), Humboldt County is governed by five County Commissioners, elected by the citizens of Humboldt County for a four-year term. There is one incorporated city, Winnemucca, which is governed by four City Councilmen and a Mayor, elected by citizens of the city for a four-year term. The County and City cooperate on many levels and have shared-cost agreements for the majority of public services.

D. OBJECTIVE

The chosen firm will present a comprehensive Study that will include recommendations on the level of hemp production needed, the type of facility, and product processing that is supported in the regional market. If supported, the chosen firm will also include a detailed plan for project implementation. A general scope of work has been outlined in the following section, including major tasks, deliverables, and schedule. The POC for the project will work with the Selected Consultant to refine the scope of services needed.

E. SCOPE OF WORK

The scope of work will include the following elements:

- conducting consultations on-site with NNRDA, the County, and other stakeholders that could play a role in an industrial hemp processing facility;
- conducting research and analysis on the feasibility of a facility;
- preparation of a report; and
- presentation of findings to NNRDA and the County

The Selected Consultant's precise scope of work for the project shall be negotiated and determined before the award of professional services agreement based on the available budget. The Study should identify product and facility, market, and financial considerations for an industrial hemp processing facility in Humboldt County, which may include the following:

Product and Facility Feasibility

- Identify supply and demand drivers and the level of market support for potential outputs that could be produced in a processing facility including:
 - Identify current and potential feedstock supplies capable of meeting start-up and future demands;
 - Fiber; building materials; and associated industrial products;
 - Identify other market-supported products that can be derived from a hemp crop
 - CBD oil and associated products
- Identify potential customers, interview industry participants, and conduct market due diligence to determine the level of demand for potential outputs produced at the facility
- Develop a preferred facility scenario, from the following options:
 - A stand-alone processing facility intended to produce fiber, building materials, and other associated industrial products
 - A stand-alone processing facility intended to produce CBD oil and associated products
 - A comprehensive processing facility that will produce all products listed above, including other products that can be derived from a hemp crop
- Provide a building concept with square footage and a production-based floorplan
- Identify the most suitable location for the facility and one alternative site

Market Feasibility

- Analysis of the need for an industrial hemp processing plant in the current and anticipated regional market including competition and market capacity for an industrial hemp processing plant
- Determine what strategic advantages exist to locate a facility in Humboldt County
- Analysis of the depth of the hemp crop growers/supply regionally that would use this facility as well as the potential financial gains to suppliers
- Based on the preferred facility scenario, identify the size and cost of a facility and equipment that would be appropriate for a regional industrial hemp processing facility

Financial Feasibility

- Identify revenue, expenses, and profit that the preferred industrial hemp processing facility scenario can generate
- Determine return on investment, payback period, equity multiplier, internal rate of return, and net present value for the preferred facility scenario
- Identify potential industry participants that may have interest in investing in the facility
- Identifies potential benefits of a future hemp processing plant in the market area including estimating the number of jobs created, annual payroll, and multiplier effects that would contribute to the local and regional economy
- Recommendations of what USDA programs could be used to financially assist agricultural producers and value-added manufacturers in the production and processing of hemp

Legal and Regulatory Considerations

- Consider what type of organization(s) would be best suited to own and operate the processing facility and market products;
- Determine what legal / regulatory requirements exist or are contemplated that would impact the processing facility and marketability of products.

F. DELIVERABLES

The Selected Consultant will provide the following deliverables based on the findings of the aforementioned scope of work elements:

- Phase 1 – Product and Facility Feasibility and Market Feasibility
- Phase 2 – Financial Feasibility
- Phase 3 – Legal and Regulatory Considerations
- Draft Report
- Final Report
- Tele-conference Presentation

G. PROJECT SCHEDULE

NNRDA and the County would like the Selected Consultant to commence work by December 1, 2019 and complete the Study by April 30, 2020. The timeline for the deliverables is as follows:

- Phase 1 – February 15, 2020
- Phase 2 and 3 – March 15, 2020
- Draft Report – March 31, 2020
- Final Report & Tele-conference Presentation – April 15, 2020

H. PROPOSAL CONTENT

Proposals shall be in PDF format, submitted electronically, with a file size less than 20MB, and no more than 20 pages. Proposals should include the following information in the order listed:

1) Cover Letter

Proposers may use this letter to introduce the proposal and key provisions, but at a minimum, it must contain the organization name, mailing address, phone number, and website, along with a key contact name, email, and direct phone number.

2) Relevant Experience & Expertise

- a) Describe the organization's experience completing similar studies in the industrial hemp market
- b) Provide three client references for work completed within the last two years, with names and contact information.
- c) Provide a link or electronic copy of a sample analysis of similar scope. (Redact confidential information if necessary).
- d) Provide a summary of the project team who will be involved in this project, including brief bios of each team member and their proposed role.

3) Project Understanding and Approach

- a) Describe your understanding of the project objectives and scope of requirements.
- b) Identify any assumptions upon which the proposal is based, with regard to scope, deliverables, and activities.

4) Project Plan

- a) Provide your work plan for the project, including list of activities, milestone schedule, meetings, and deliverables.
- b) Minimum number of hours each team member will be dedicating to project until completion

5) Quote for Services

Submit a comprehensive quote for the project including all services, travel and material expenses, for the work identified by the consultant in the Project Plan.

I. EVALUATION CRITERIA

All statements submitted in response to this RFP will be evaluated based on the information contained in the responses, an investigation of the consultant's past projects and performance, and other pertinent factors. NNRDA and the County may interview a limited number of finalists and reserves the right to request additional information as deemed necessary and appropriate. NNRDA and the County are not obligated to accept the lowest bid and reserves the right to award the contract, negotiate the specific terms of the contract, and make other adjustments as required in consultation with the successful bidder.

A series of the following selection criteria will be utilized (not necessarily in priority order) during the review of proposals and throughout the selection process:

- 1) Demonstrated level of qualifications, experience, and professionalism for the respondent firm (or team), its principals, project management team, project manager, key staff, and sub-consultants (if applicable) assigned to the project;
- 2) Demonstrated level of professional and technical expertise (particularly expertise in industrial hemp industry) and proven record in the preparation of feasibility studies by the respondent firm (or team);
- 3) Demonstrated level of multi-disciplinary experience on the project team, with respect to the range of experience and services;
- 4) Demonstrated adherence to, and ability to stay on task, schedule, and budget as part of similar efforts;
- 5) Demonstrated capacity and capability of the firm to perform the work within the specified timeline;
- 6) Completeness of the submittal
- 7) Overall value of the proposal and proposed services; and
- 8) Other issues which may arise during the selection process.

J. REVIEW PROCESS

Every effort will be made to adhere to the following schedule:

Distribute RFP:	October 16 th , 2019
Submission Deadline:	November 8 th , 2019 5:00PM PST
Interviews:	Week of November 18 th , 2019
Consultant Selection:	December 3 rd , 2019
Contract Execution:	December 31 st , 2019

- 1) **INTERVIEWS:** NNRDA and Humboldt County may elect to conduct interviews with a proposer's responsible employee(s) if a submitted proposal is determined to be reasonably eligible for award. The purpose of these discussions will be to clarify and ensure the proposer's full understanding of, and responsiveness to, the solicitation requirements. Proposers reasonably eligible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. Revisions may be permitted after submission, and before award of the contract, for the purpose of obtaining best and final offers. In conducting these discussions, NNRDA and Humboldt County may not disclose information derived from proposals submitted by competing proposers. If satisfied that only one company is deemed eligible for award, NNRDA and Humboldt County may opt to proceed to negotiations without an interview.
- 2) **RIGHT TO NEGOTIATE:** After NNRDA and Humboldt County's completion of the evaluation process, NNRDA and Humboldt County may elect to initiate contract negotiations with one or more of the selected proposers.
- 3) **FAILURE TO NEGOTIATE:** If selected proposer fails to provide the information required to begin negotiations in a timely manner, or fails to negotiate in good faith, or indicates they cannot perform the contract with the budgeted funds available for the project, or if a selected proposer and NNRDA and Humboldt County after a good faith effort, cannot come to terms, NNRDA and Humboldt County may terminate negotiations with that proposer and commence negotiations with another proposer.
- 4) **NOTICE OF AWARD:** Proposers will be notified by phone, mail, or email.
- 5) **CONTRACT APPROVAL:** The NNRDA Executive Director, Humboldt County Manager, and HDA Board of Directors must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful proposer is identified. NNRDA and Humboldt County will prepare a formal contract specific to this solicitation for execution by the successful proposer. It is anticipated that NNRDA, Humboldt County, and the Selected Consultant will enter into a professional services contract for the period beginning December 20th, 2019 through project completion, expected to be approximately six months.

RFP ADMINISTRATION

The Study will be jointly administered by the Northeastern Nevada Regional Development Authority and Humboldt County. The main point of contact (POC) and individual responsible for reporting is Jan Morrison, Economic Development Officer with Northeastern Nevada Regional Development Authority. Koralee Bernardo, Grant Coordinator for Humboldt County, will also be a lead in the project.

K. AWARD OF CONTRACT

NNRDA and Humboldt County reserve the right to reject any or all proposals, to accept other than the lowest proposal, and to waive any informality or irregularity in any proposal received. NNRDA and Humboldt County also reserve the right to reject the proposal if the proposer fails to submit the data required by the RFP, or if the proposal is in any way incomplete or irregular.

- 1) **CONTRACT NEGOTIATIONS:** NNRDA and Humboldt County reserves the right to negotiate a contract with the selected proposer. An NNRDA and Humboldt County purchase order results in a binding contract to purchase this material per the conditions of this RFP. NNRDA and Humboldt County reserves the right to accept or reject any portion of the proposal package.
- 2) **COST OF PREPARATION:** NNRDA and Humboldt County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.
- 3) **STANDARD FORMS:** Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. NNRDA and Humboldt County reserves the right to accept or reject in whole, or in part, any form contract submitted by a proposer, and/or to require that amendments be made to the contract, or that an agreement drafted by NNRDA and Humboldt County be used.
- 4) **COMPETITION:** Nothing contained in this RFP is intended to exclude any responsible firm, or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.
- 5) **AUTHORITY TO BIND FIRM IN CONTRACT:** Proposers must provide full firm name and address. Failure to manually sign proposal may disqualify it. Firm name and authorized signature must appear in the space provided on the enclosed "Signature Sheet".

L. GENERAL TERMS AND CONDITIONS

- 1) **INDEMNIFICATION AND HOLD HARMLESS:** The proposer who is selected as the consultant shall, at its own expense, protect, defend, indemnify, save and hold harmless NNRDA and Humboldt County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that NNRDA and Humboldt County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the consultant or its employees,

servants, agents or subcontractors that may arise out of the agreement. The consultant's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of, or reimbursed to NNRDA and Humboldt County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the consultant.

- 2) NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENT: If the proposer who is selected as the consultant has any employees or subcontractors, consultant shall comply with 8 U.S. Code § 1324a, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
- a) Consultant shall not:
 - i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
 - ii) Enter into a contract with a subcontractor that fails to certify to consultant that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
 - b) Consultant has confirmed the employment eligibility of all employees who are newly hired for employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.
 - c) If consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, consultant shall:
 - i) Notify the subcontractor and NNRDA and Humboldt County within three days that consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - d) Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in U.S. Code § 1324a.
 - e) If consultant violates this provision of this Contract, NNRDA and Humboldt County may terminate the Contract for a breach of contract. If the Contract is so terminated, consultant shall be liable for actual and consequential damages to NNRDA and Humboldt County as required by law.
 - f) NNRDA and Humboldt County will notify the Office of the Secretary of State and the U.S. Immigration and Custom Enforcement office if consultant violates this provision of

this Contract and NNRDA and Humboldt County terminates the Contract for such breach.

- 3) **INSURANCE:** The proposer who is selected as the consultant shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nevada.
 - a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Nevada.
 - b) Unemployment Insurance in accordance with all applicable Statutes of the State of Nevada.
 - c) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Consultants Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
 - d) Motor Vehicle Liability Insurance, including Nevada No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - e) Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds". NNRDA and Humboldt County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
 - f) Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Jan Morrison, NNRDA, 1500 College Parkway, McMullen Hall, Room 103, Elko, NV 89801.
 - g) Proof of Insurance - The vendor shall provide to NNRDA and Humboldt County at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- 4) **ADVICE OF OMISSION OR MISSTATEMENT:** In the event, it is evident to a proposer responding to this RFP that NNRDA and Humboldt County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding proposer shall advise the NNRDA and Humboldt County of such omission or misstatement.
- 5) **NOTIFICATION OF WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. Proposals submitted will become the property of NNRDA and Humboldt County after the proposal submission deadline.
- 6) **RIGHTS TO PERTINENT MATERIALS:** All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposer that are submitted as part of the proposal shall

become the property of NNRDA and Humboldt County after the proposal submission deadline.

- 7) **FIRM PRICING FOR NNRDA and Humboldt County ACCEPTANCE:** The proposal price must be firm for NNRDA and Humboldt County acceptance for ninety (90) days from the proposal opening date.
- 8) **APPLICABLE LAW AND VENUE:** Any agreement resulting from this RFP shall be construed according to the laws of the State of Nevada. NNRDA and Humboldt County and vendors agree that the venue for any legal action under this agreement shall be in the State of Nevada. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Nevada.
- 9) **COMPLIANCE WITH THE LAW:** The proposer who is selected as the consultant shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.
- 10) **ADDITIONAL INFORMATION REQUESTED:** Please indicate if your firm has been cited and/or fined within the last five (5) years by any Federal, State or Local regulatory agency. If so, please provide the following information:
 - a) Date
 - b) Identity of the agency issuing the citation or fine
 - c) Description of the violation
 - d) Final rulings of agency

PROPOSAL FORM

PROJECT IDENTIFICATION: **Industrial Hemp Processing Plant Feasibility Study**

THIS PROPOSAL IS SUBMITTED TO:

Jan Morrison, Economic Development Officer
NNRDA

jan@nnrda.com / CC: smudd@nnrda.com

1500 College Parkway
McMullen Hall, room 103
Elko, Nevada 89801

- 1) The undersigned PROPOSER proposes and agrees, if this proposal is accepted, to enter into an Agreement with NNRDA and Humboldt County in the form included in the Contract Documents to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this proposal and in accordance with the Contract Documents.
- 2) PROPOSER accepts the terms and conditions of the Instructions to proposers, including without limitation those dealing with the disposition of proposal security. This proposal will remain open for thirty (30) days after the day of proposal opening. PROPOSER will sign the Agreement and other documents required by the Contract Documents within fifteen (15) days after the date of NNRDA and Humboldt County's Notice of Award.
- 3) In submitting this proposal, PROPOSER represents, as more fully set forth in the Agreement, that:
 - a) PROPOSER has examined the site and locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, or performance of the work, and has made such independent investigations as PROPOSER deems necessary;
 - b) This proposal is genuine, and not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not, directly or indirectly, induced nor solicited any other proposer to submit a false or sham proposal; PROPOSER has not solicited nor induced any person, firm, or corporation to refrain from proposing; and PROPOSER has not sought by collusion to obtain for himself any advantage over any other proposer or over NNRDA and Humboldt County.

Proposers are to submit written proposals which present their qualifications, references, and understanding of the work performed. The proposal should be prepared simply, and economically, and should provide all the information which it considers pertinent to its

qualifications for the project and which respond to the information listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

Please submit the following:

- Responses related to section G PROPOSAL CONTENT
- Signature Sheet
- Supplement to Insurance Certificate, attached.

SIGNATURE SHEET

(Please type or print clearly in ink only)

Request for Proposals – **Industrial Hemp Processing Plant Feasibility Study**

***TO BE COMPLETED BY PROPOSER AND SUBMITTED WITH PROPOSAL ***

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the RFP - Industrial Hemp Processing Plant Feasibility Study except as noted herein.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm:

Order from Address:

Remit to Address:

Fed ID No.:

Signature: _____

Name (type/print): _____

Title: _____

Date: _____

Telephone:(_____) _____ Fax : (_____) _____

INSURANCE REQUIREMENTS

(Applicable to the Proposer who is selected as the Consultant)

CONSULTANT’S LIABILITY INSURANCE: The consultant shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the consultant’s operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under Workers Compensation, disability benefits, and other similar employee benefit acts;
- 2) Claims under Unemployment Insurance; and
- 3) Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
- 4) Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
- 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	\$1,000,000
	Each Accident: Or Occurrence:	\$1,000,000
Property Damage Liability:	Each Accident Or Occurrence:	\$1,000,000
	Aggregate:	\$1,000,000

And shall be furnished in types specified, as follows:

- 1) Consultant’s Liability Insurance issued to and covering the liability for damage imposed by law upon the consultant and each subcontractor with respect to all work performed by them under the Agreement.
- 2) Consultant’s Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the consultant with respect to all work under the Agreement performed for the consultant by subcontractors.
- 3) Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the consultant and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.
- 4) Comprehensive Automobile Insurance shall be carried in the amount of \$1,000,000 for bodily injury and \$1,000,000 for property damage, each occurrence. All liability and

property damage insurance required hereunder shall be Comprehensive General and Automobile Bodily Injury and Property Damage form of policy.

- 5) The consultant shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon NNRDA and Humboldt County with respect to all operations under the Agreement by the consultant or his subcontractors.

COMPREHENSIVE RISK POLICY OPTION: In lieu of the several policies specified for consultant's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurance's and requirements hereinafter set forth, with an umbrella covering of \$1,000,000, subject to the approval of NNRDA and Humboldt County, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, consultant shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of NNRDA and Humboldt County, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to NNRDA and Humboldt County shall be filed with NNRDA and Humboldt County before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty (30) days' written notice has been given NNRDA and Humboldt County. Consultant shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the consultant.

Failure of the consultant to comply with the foregoing insurance requirements shall in no way waive NNRDA 's and Humboldt County's rights hereunder.

Consultant further agrees that all such policies shall be endorsed to name NNRDA and Humboldt County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to NNRDA and Humboldt County.

OWNER'S LIABILITY INSURANCE: NNRDA and Humboldt County, at its option, may purchase and maintain such liability insurance as will protect NNRDA and Humboldt County against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the consultant from purchasing and maintaining the insurance herein before specified.

Acknowledgement of Receipt of Insurance Requirements:

Signature: _____

Name (type/print): _____

Title: _____