

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE  
AND CATALYST CONSULTING GROUP, INC. FOR MAINTENANCE AND SUPPORT FOR  
SALESFORCE PUBLIC SECTOR SOLUTIONS (CUSTOMER RELATIONSHIP  
MANAGEMENT SYSTEM)**

THIS AGREEMENT, dated \_\_\_\_\_, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and CATALYSTCONSULTING GROUP, INC. ("CONSULTANT") an Illinois corporation.

WHEREAS, CITY is in need of specialized service in relation to the maintenance and support services for Salesforce Public Sector Solutions customer relationship management (CRM) system; and

WHEREAS, CITY advertised a Request for Proposals (RFP) F25-215 on March 6, 2025 for Software, Implementation, and Support (?) Services for a Customer Relationship Management Software Systems Environment; and

WHEREAS, CONSULTANT submitted a proposal on April 22, 2025; and

WHEREAS, in reliance upon CONSULTANT's representations regarding its qualifications, CITY finds that CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work". All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The initial term of this Agreement shall be one year from the date City's project manager provides Consultant with a written notice to proceed, unless otherwise terminated in accordance with Section 17 below. The parties may mutually in writing agree to extend the Agreement for up to nine additional one-year periods, for a total term not to exceed ten (10) years. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A".

3. Duties of CITY

CITY shall supply to CONSULTANT any documents or information available to CITY and required by CONSULTANT for performance of the services. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Three Hundred Sixty-Nine Thousand Dollars (\$369,000.00).

Additional Services, if any, must be authorized in writing prior to commencement of any additional service by the City's project manager, in accordance with and subject to the provisions of Section 4, Compensation, and Exhibit "B", Compensation Schedule. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY.

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention

Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or [accountspayable@sunnyvale.ca.gov](mailto:accountspayable@sunnyvale.ca.gov). Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Wage Rates

CONSULTANT shall comply with the City's the minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

7. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at [www.fppc.ca.gov](http://www.fppc.ca.gov). If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov): 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

8. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

9. Compliance with Laws

A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.

B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

10. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

11. Hold Harmless/Indemnification

To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONSULTANT or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement.

12. Insurance

The City requires that CONSULTANT maintain insurance requirements on the electronic insurance verification system. CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

13. CITY Representative

Dhiren Gandhi, Information Technology Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement ("CITY representative"). All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONSULTANT Representative

Eric Talwar, Managing Partner & COO, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement ("CONSULTANT representative"). All requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

15. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY: Kathleen Foster, Chief of Information Officer  
Information Technology Department  
CITY OF SUNNYVALE  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To CONSULTANT: Eric Talwar, Managing Principal & COO  
Catalyst Consulting Group, Inc.  
211 West Wacker Drive, Suite 450  
Chicago, IL 60606

16. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

17. Termination

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days after written notification of failure to pay.

18. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

20. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

CATALYST CONSULTING GROUP, INC.  
("CONSULTANT")

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

ATTEST:

By \_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
\_\_\_\_\_  
Name and Title

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

## **Exhibit A SCOPE OF WORK**

### **Post-Deployment Ongoing Support Services**

The monthly support plan for the Sunnyvale's CRM solution provides comprehensive post-implementation support to ensure system stability, user satisfaction, and ongoing optimization. Post-deployment support will officially commence on written notice from City's Project Manager, approximately 90 days after deployment, and will include support of the core Salesforce CRM system, mobile application, and APIs/integration points to third-party platforms in scope. Catalyst assumes we will be a second line of defense for support related to the core Salesforce CRM system and that a Handover to the IT support team will occur before entering Post-Deployment Ongoing Support.

#### **Month 1: Intensive Support**

- **System Stabilization:** Ensure system performance and stability post-implementation of items.
- **User Assistance:** Provide immediate support for user queries and issues.
- **Issue Resolution:** Prioritize and resolve any critical issues promptly.
- **Monitoring and Reporting:** Continuous monitoring of system performance and regular reporting.
- **Channels of Communication:** For enhanced efficiency, transparency, and overall effectiveness, our preferred method of communication during support is through the Jira ticketing system.

#### **Months 2 through 6: High Touch Support**

- We assume that the support needs will decrease at Month 2 of the Year 1 Support Period but a "high touch" level of support will be necessary as the Sunnyvale team continues to adopt to the new system.
- **Continuous Maintenance:** Conduct daily system maintenance to ensure smooth operation.
- **High-Touch User Assistance:** Provide ongoing support for user queries and minor issues.
- **Minor Enhancements:** Implement minor system enhancements as needed, which do not require code changes or customization and require no more than 5 hours of development time.
- **Monitoring:** Regular system health checks and performance monitoring.
- **Channel of Communication:** For enhanced efficiency, transparency, and overall effectiveness, our preferred method of communication during support is through the Jira ticketing system.
- **Mobile Application-specific support** is inclusive of maintenance patches for new Android or iOS operating system updates; assurance of compliance with iOS App Store / Google Play Store publishing; and addressing minor bug fixes as needed.
- **Integration-specific support** is inclusive of monitoring for modifications in third-party platforms; security review; and other maintenance of APIs.
- The City's IT support team will serve as the primary contact to the Catalyst support team.

#### **Months 7 and Beyond: Basic Support**

- We assume that support needs will decrease even further around Month 7.
- **Routine Maintenance:** Conduct regular system maintenance to ensure smooth operation.
- **User Assistance:** Provide ongoing support for user queries and minor issues.
- **Minor Enhancements:** Implement minor system enhancements as needed, which do not require code changes or customization and require no more than 5 hours of development time.
- **Monitoring:** Regular system health checks and performance monitoring.

- **Channel of Communication:** For enhanced efficiency, transparency, and overall effectiveness, our preferred method of communication during support is through the Jira ticketing system.
- **Mobile Application-specific support** is inclusive of maintenance patches for new Android or iOS operating system updates; assurance of compliance with iOS App Store / Google Play Store publishing; and addressing minor bug fixes as needed.
- **Integration-specific support** is inclusive of monitoring for modifications in third-party platforms; security review; and other maintenance of APIs.
- The City's IT support team will serve as the primary contact to the Catalyst support team.

## Service Level Agreements

Catalyst Consulting Group, Inc.'s Standard Service Level Agreements (SLAs) are listed below.

1. **Critical Issues**
  - a. **Definition:** Issues causing complete system outage or major functionality failure impacting all users.
  - b. **Response Time:** 30 minutes, 24/7/365
  - c. **Resolution Time:** 4 hours, unless otherwise notified
2. **High Priority Issues**
  - a. **Definition:** Issues causing significant functionality failure affecting a large number of users.
  - b. **Response Time:** 1 hour, 24/7/365
  - c. **Resolution Time:** 8 hours, unless otherwise notified
3. **Medium Priority Issues**
  - a. **Definition:** Issues causing partial functionality failure affecting some users.
  - b. **Response Time:** 1 hour, 8am-5pm PST.
  - c. **Resolution Time:** 24 hours, unless otherwise notified
4. **Low Priority Issues**
  - a. **Definition:** Minor issues not significantly impacting functionality or user experience.
  - b. **Response Time:** 1 hour, 8am-5pm PST.
  - c. **Resolution Time:** 48 hours, unless otherwise notified

## Renewal Terms and Conditions

Each Support Year is subject to an annual renewal, mutually agreed upon between the City and Catalyst. At Month 11 of each Support Year, approximately 30 days before a new renewal year starts, the City and Catalyst teams will agree to renew or terminate the Support Agreement. Upon mutual written agreement, the City and Catalyst can renew this Support Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term.

## Developer Annual Training/Conference

For the duration of this Agreement, Catalyst will ensure that City is provided a minimum of 3 passes per year to its Annual Training/Conference. Such passes are considered included in the scope and rates for this agreement and shall be provided at no additional charge to City. City shall have sole discretion in assigning the City employees who attend the conference.

## Exhibit B COMPENSATION SCHEDULE

### Post-Deployment Ongoing Support Pricing

#### Year 1 Support – Starting on City’s Notice to Proceed

Year 1 support will be billed on a fixed-fee basis, payable in full (\$45,000) at the start of the Support Period set forth in City’s notice to contractor to proceed. In-scope Year 1 support tasks are described in Exhibit A.

Month	Total	Core Salesforce	Mobile Application	Integrations/APIs
1 (90 Days after deployment)	\$7,000	\$3,000	\$2,000	\$2,000
2	\$4,000	\$2,000	\$1,000	\$1,000
3	\$4,000	\$2,000	\$1,000	\$1,000
4	\$4,000	\$2,000	\$1,000	\$1,000
5	\$4,000	\$2,000	\$1,000	\$1,000
6	\$4,000	\$2,000	\$1,000	\$1,000
7	\$3,000	\$1,000	\$1,000	\$1,000
8	\$3,000	\$1,000	\$1,000	\$1,000
9	\$3,000	\$1,000	\$1,000	\$1,000
10	\$3,000	\$1,000	\$1,000	\$1,000
11	\$3,000	\$1,000	\$1,000	\$1,000
12	\$3,000	\$1,000	\$1,000	\$1,000
<b>Annual Total</b>	<b>\$45,000</b>	<b>\$19,000</b>	<b>\$13,000</b>	<b>\$13,000</b>

#### Year 2 and Each Additional Year Support

Starting in Year 2, support services will be billed on an as-needed time and materials basis, if renewal is mutually-agreed upon between the City and Catalyst teams. Catalyst will submit monthly invoices for services rendered during a particular month using a blended hourly rate which increases with each annual optional renewal as shown in the table below.

Year	Not to Exceed	Hourly Rate
2	\$36,000	\$125
3	\$36,000	\$130
4	\$36,000	\$135
5	\$36,000	\$140
6	\$36,000	\$145
7	\$36,000	\$150
8	\$36,000	\$155
9	\$36,000	\$160
10	\$36,000	\$165

#### Additional Services

Additional Services shall mean any services that are determined by CITY to be necessary for the proper completion of the Project, but which are not included within the Scope of Required Services and/or



Optional Services described in Exhibit “A”. The parties may mutually agree in writing to additional services. Catalyst will present detailed written proposals to City in advance of performing any additional service, and shall not perform any additional service without prior written approval from City’s project manager. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY.

Additional services will be billed at the following rates:

- Trainer: \$165
- Project Manager: \$200
- Developer: \$100

## Exhibit C INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$1,000,000 per occurrence or claim.

☒ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.

☒ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.

☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40.

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above and if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
  - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
  - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes an electronic insurance verification system to track and verify all insurance related documents. City is no longer accepting insurance documents by mail and will only accept electronic insurance documents. City will email the Consultant requesting proof of insurance for this Agreement through an electronic insurance verification system, which includes instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City, Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates, reflecting the policy renewals through the City's electronic insurance verification system. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.