

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE  
AND MRF DESIGNS LLC FOR RFP PROPOSAL EVALUATION AND RELATED  
SERVICES FOR SMART STATION NEXTGEN PROJECT**

THIS AGREEMENT, dated 03/07/2025, is entered into by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and MRF DESIGNS LLC ("CONSULTANT"), a limited liability company.

WHEREAS, CITY issued a Request for Proposals (RFP) for the NextGen facility equipment upgrade project at the SMaRT Station in 2024; and

WHEREAS, CITY requires specialized services for the evaluation of RFP proposals received and related consulting services to ensure that the selected proposal will meet project objectives; 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; and

WHEREAS, CITY issued a one-year Purchase Agreement (PA0002837) on or about July 31, 2024 with a maximum compensation of \$74,000 for CONSULTANT to provide these specialized services, which services CONSULTANT has been providing under the Purchase Agreement (Phase I); and

WHEREAS, CITY has determined that additional funds are required for the completion of services, including detailed pre-engineering evaluation of the selected proposal prior to construction (Phase II), and that the additional compensation would cause the annual total compensation to exceed \$100,000, which requires a formal agreement under City policy; and

WHEREAS, CITY and CONSULTANT desire to enter into this AGREEMENT for the completion of services commenced under the Purchase Agreement and continuing through the term of this AGREEMENT, which services are described in Exhibit A hereto;

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. Term and Scope of Services

The term of this Agreement shall be from the date of full execution by the parties through December 31, 2026, unless otherwise terminated in accordance with Section 17 below. As of the effective date of this Agreement, the terms and conditions (TCPA-CS –

Consultants – 2023) associated with Purchase Agreement No. PA0002837 will no longer be in effect and will be replaced by the terms of this Agreement. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 18 below.

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 under this Agreement together with the Purchase Agreement shall not exceed Two Hundred Thirty-Two Thousand Seven Hundred Sixty and No/100 Dollars (\$232,760.00). Any increase in the maximum compensation shall require a written amendment to this Agreement.

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.

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 Pacific Insurance Network System (PINS). 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" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

#### 13. CITY Representative

Deepti Jain, Environmental Programs 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

Hans Ouellet, Owner, 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.



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")

MRF DESIGNS LLC ("CONSULTANT")

Signed by:  
By Sarah Johnson-Rios  
City Manager

Signed by:  
By Hans Ouellet  
Hans Ouellet Owner  
Name and Title

APPROVED AS TO FORM:

Signed by:  
By Sandy Lee  
City Attorney

ATTEST:

DocuSigned by:  
By [Signature]  
City Clerk

**EXHIBIT "A"**  
**SCOPE OF WORK**Phase I: Services shall include at minimum:

- Review of each proposer's overall process layout to individual machine, steel package, electrical control, electrical and other utilities consumption, integration with building, vehicle traffic (truck, loader, excavator, forklift, crane and others including bin/roll off/trailer) review, and BFD/PFD/PI&D (flow diagram/mass balance) reviews; and review to accomplish a fully integrated system with the existing equipment.
- Review will also include the proper system / machinery performance, operation and maintenance.
- CAPEX (costing/pricing) including OPEX / Maintenance costing (parts / labor).

The goal will be to fully understand the true overall cost of each proposer in time. Consultant will also participate in the RFP matrix of evaluation (technical and commercial).

Phase II:

- 1) Review selected vendor's (BHS) final proposal offer document | Technical Part for Value Engineering.
- 2) Provide Value Engineering to support City in finalizing a Construction Layout Drawing to be approved by City (sign off) using BHS Draft Sales Layout Drawing.
- 3) Basic Design, Error, and Interference Checking for Processing System.
- 4) Labor Staffing (sorters, operator, maintenance and others) and Location (Position) | Access | Egress.
- 5) Vehicle Traffic Flow (truck, loader, forklift, bins and others).
- 6) Block Flow Diagram (BFD), PFD (process flow diagram) & Mass Balance.
- 7) Basic Requirements for Process System as far as Civil, Structural, Electrical and others. Such work will be managed by a General Contractor | JRMA | Others.
- 8) Detailed System Review as far as each individual machine, steel components, electrical control and others included in the proposed process system (BOM).
- 9) Equipment Specification Sheets (each machine | electrical control) Check vendor | proposer product data sheet & shop drawings (individually). (ex: screens, magnet, eddy current, optical sorter, conveyor...) prior to fabrication.
- 10) Electrical Control Panel Specification including One Line Diagram & Localization.
- 11) Electrical Power Consumption & Air Consumption for process system.
- 12) Instrumentation and Control System Schematics, and Wiring Diagrams for all Electrical Equipment. Interconnect drawings between the equipment and the master control panel and others.
- 13) Steel Package Specification and Top-Level Drawings for review of platform, handrail, stair, ladder, support, chutes, hopper, transition and others.
- 14) Painting Specification (system | by machine)
- 15) Building Specification | Design in relationship with process system & operation  
Example: Pit and foundations, Push Walls, Opening, Pit Plates, Pit Handrail and Others Such work will be managed by General Contractor | JRMA | Others
- 16) Project Schedule (Draft) | from purchase order, engineering, drafting, fabrication, shipping, installation, commissioning, testing and all others with building.
- 17) Installation Sequence Schedule (Draft).
- 18) End Products Analysis (Quality and Purity Guarantees).

- 19) Operational Cost (OPEX) | Overall System & Component | supplied by Vendors.
- 20) Maintenance Cost | Overall System & Component | supplied by Vendors.
- 21) Warranty, Performance Guarantees, Training & Testing for Contract and O&M.
- 22) Meeting Allowance (virtual) and Others for the Phase 2 Pre-Engineering.

**EXHIBIT "B"**  
**COMPENSATION**

Phase I	\$74,000
Phase II	\$158,760
Total	\$232,760

## SCHEDULE OF PAY RATES | Hourly Billing Rates

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Enclosed are 2025 Hourly Billable Rates for MRF Designs LLC. The rates listed below do not include Reimbursable Expenses. The hourly rate is for work performed during normal office hours. Work specifically requestd during overtime hours will be charged at 1.5 times the above rate.

Mechanical Engineer Consultant | Owner:      **\$200 per hour (USD)**

Include the following:

Phone, Computer, AutoCAD 2D (Light Version), Microsoft Products (Excel, Word, Powerpoint & Microsoft Team), Internet, Electricity, Printing Paper (8 1/2"x11" and 11"x17"), Laser & Other Measurement Devices.

Exclude the following:

Subcontractors (ex: 3D Drafting/Rendering), Structural PE Engineering Work, Electrical PE Engineering Work, Testing laboratories, Delivery Packages (FEDEX, UPS or others), Inspection, any City or County fees.

Reimbursable Expenses | Charge at Cost:

Expense Description	Charge
1. Mileage for personal car	Current IRS rate per mile
2. Local travel (parking, train, metro, tolls & others)	As incurred
3. Airfare & train fare	As incurred
4. Hotel, meals & others	As incurred
5. Car rental, insurance, gas & others	As incurred
6. International phone call	As incurred
7. Graphics & arts	As incurred
8. Large plot drawing (ex: Arch D Size)	As incurred

**City of Sunnyvale NexGEN MRF | Phase 2: Pre-Engineering before Construction | Owner Assistance**

**MRF Designs LLC | 2/5/2025 | Confidential**

**Estimated Engineering Consultation Fees**

CAT #	Item #	Qty	Description	Staff	Location		Hours		Rate	Cost
					Site	Office	Qty	Total		
1			<b>Review &amp; Assessment   Pre-Engineering Phase 2</b>							
	1	1	BHS final proposal offer document   Technical Part for Value Engineering	1		X	16	16	\$200	\$3,200
	2	1	Value Engineering to support City in finalizing a Construction Layout Drawing to be approve by City (sign off) using BHS Draft Sales Layout Drawing	1		X	160	160	\$200	\$32,000
	3	1	Basic Design, Error, and Interference Checking for Processing System	1		X	40	40	\$200	\$8,000
	4	1	Labor Staffing (sorters, operator, maintenance and others)	1		X	16	16	\$200	\$3,200
			Location (Position)   Access   Egress							
	5	1	Vehicle Traffic Flow (truck, loader, forklift, bins and others)	1		X	16	16	\$200	\$3,200
	6	1	Block Flow Diagram (BFD), PFD (process flow diagram) & Mass Balance	1		X	16	16	\$200	\$3,200
	7	1	Basic Requirements for Process System as far as Civil, Structural, Electrical and others. Such work will be managed by a General Contractor   JRMA   Others	1		X	24	24	\$200	\$4,800
	8	1	Detailed System Review as far as each individual machine, steel components, electrical control and others included in the proposed process system (BOM)	1		X	16	16	\$200	\$3,200
	9	1	Equipment Specification Sheets (each machine   electrical control) Check vendor   proposer product data sheet & shop drawings (individually) (ex: screens, magnet, eddy current, optical sorter, conveyor...) prior to fabrication	1		X	16	16	\$200	\$3,200
	10	1	Electrical Control Panel Specification including One Line Diagram & Localization	1		X	16	16	\$200	\$3,200
	11	1	Electrical Power Consumption & Air Consumption for process system	1		X	8	8	\$200	\$1,600
	12	1	Instrumentation and Control System Schematics, and Wiring Diagrams for all Electrical Equipment. Interconnect drawings between the equipment and the master control panel and others	1		X	8	8	\$200	\$1,600
	13	1	Steel Package Specification and Top Level Drawings for review Platform, handrail, stair, ladder, support, chutes, hopper, transition and others	1		X	24	24	\$200	\$4,800
	14	1	Painting Specification (system   by machine)	1		X	16	16	\$200	\$3,200
	15	1	Building Specification   Design in relationship with process system & operation ex: Pit and foundations, Push Walls, Opening, Pit Plates, Pit Handrail and Others Such work will be manage by General Contractor   JRMA   Others	1		X	24	24	\$200	\$4,800
	16	1	Project Schedule (Draft)   from purchase order, engineering, drafting, fabrication, shipping, installation, commissioning, testing and all others with building	1		X	16	16	\$200	\$3,200
	17	1	Installation Sequence Schedule (Draft)	1		X	16	16	\$200	\$3,200
	18	1	End Products Analysis (Quality and Purity Guarantees)	1		X	16	16	\$200	\$3,200
	19	1	Operational Cost (OPEX)   Overall System & Component   supplied by Vendors	1		X	12	12	\$200	\$2,400
	20	1	Maintenance Cost   Overall System & Component   supplied by Vendors	1		X	12	12	\$200	\$2,400
	21	1	Warranty, Performance Guarantees, Training & Testing for Contract and O&M	1		X	16	16	\$200	\$3,200
	22	1	Meeting Allowance (virtual) and Others for the Phase 2 Pre-Engineering	1		X	100	100	\$200	\$20,000

**Sub-Total 1: \$120,800**

**Estimated Travel Fees & Work Hours at Client Site | 6 Trips of 2 Full Days at Job Site**

CAT #	Item #	Qty	Description	Staff	Location		Each / Total		Rate	Cost
					Travel	Office	Qty	Total		
2	1	6	Job Site Support as Engineer Owner at Job Site ( <b>2 Full Days per Trip</b> ) for Job Site review (existing) and meeting with City JRMA BHS Speciality Others	1	X		18	108	\$200	\$21,600
	2	6	Travel time from San Diego to Sunnyvale to San Diego (going in & out)	1	X		8	48	\$150	\$7,200
	3	6	Airfare	1	X		1	6	\$361	\$2,168
	4	6	Hotel night	1	X		2	12	\$187	\$2,244
	5	6	Rental car & gas	1	X		3	18	\$149	\$2,678
	6	6	Food	1	X		3	18	\$64	\$1,148
	7	12	Personal mileage car from Office to Airport (IRS Rate   per mile)	1	X		25	300	\$0.67	\$201
	8	6	Airport parking San Diego, CA	1	X		3	18	\$40	\$720

**Sub-Total 2: \$37,960**

**Total Cost: \$158,760**

**Total Overall Number of Work Hours: 760**

## 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 if determined, 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 PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform ([no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com)), which include 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 PINS. The 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.