AGREEMENT FOR PROFESSIONAL SERVICES WITH THE EDCCO GROUP, INC

THIS AGREEMENT is entered into this ______ day of _____, 2019, by and between the <u>City of Burlingame</u>, State of California, herein called the "City", and The Edcco Group, Inc. engaged in providing Supervisory Control and Data Acquistion (SCADA) services herein called the "Consultant".

RECITALS

- A. The City is considering conducting activities for consultant services for electrical instrumentation/control engineering, SCADA programming and support, and pump station diagnostics.
- B. The City desires to engage a professional consultant to provide 24-hour emergency response to communication failures, historian data loss and hardware failures related to the departments pump stations because of Consultant's experience and qualifications to perform the desired work, described in Exhibit A.
- C. The Consultant represents and affirms that it is qualified and willing to perform the desired work pursuant to this Agreement.

AGREEMENTS

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Scope of Services</u>. The Consultant shall provide professional services such as services including, but not limited to, electrical instrumentation/control engineering, SCADA programming and support, and pump station diagnostics and as detailed in "Scope of Services" of the attached Exhibit A of this agreement.
- <u>Time of Performance.</u> The services of the Consultant are to commence upon the execution of this Agreement with completion of all work by December 31, 2022.
- 3. <u>Compliance with Laws</u>. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for

Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. Consultant shall maintain a City of Burlingame business license.

- 4. <u>Sole Responsibility</u>. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 5. Information/Report Handling. All documents furnished to Consultant by the City and all reports and supportive data prepared by the Consultant under this Agreement are the City's property and shall be delivered to the City upon the completion of Consultant's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before such release. The City acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and City's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at City's risk, unless Consultant expressly consents to such use in writing. City further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.
- 6. <u>Compensation</u>. Compensation for Consultant's professional services shall not exceed <u>\$25,000 per year</u>; and payment shall be based upon City approval of each task.

Billing shall include current period and cumulative expenditures to date and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for City review, even if only in partial or draft form.

7. <u>Availability of Records</u>. Consultant shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the City at the Consultant's offices during business hours upon written request of the City.

- 8. <u>Project Manager</u>. The Project Manager for the Consultant for the work under this Agreement shall be Michael Heathcote, Streets, Storm Drains & Sewer Division Manager.
- 9. <u>Assignability and Subcontracting</u>. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the City.
- 10. <u>Notices</u>. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City:	Kevin Dawdy City of Burlingame 1361 N Carolan Avenue Burlingame, CA 94010			
To Consultant:	Eric Daniels The Edcco Group, Inc 195 Glenn Wayt, Suite 100 San Carlos, CA 94070			

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to City.

11. <u>Independent Contractor</u>. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Consultant may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 12. Conflict of Interest. Consultant understands that its professional responsibilities is solely to the City. The Consultant has and shall not obtain any holding or interest within the City of Burlingame. Consultant has no business holdings or agreements with any individual member of the Staff or management of the City or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the City in the subject of this Agreement, and it shall immediately disassociate itself from such an interest should it discover it has done so and shall, at the City's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify City of this employment relationship, and shall, at the City's sole discretion, sever any such employment relationship.
- 13. Equal Employment Opportunity. Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
- 14. Insurance.
 - A. Minimum Scope of Insurance:
 - i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: One million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage in a form at least as broad as ISO Occurrence Form CG 0001.

- ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than two million dollars (\$2,000,000) each claim/aggregate sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.
- iv. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- B. General and Automobile Liability Policies:
 - i. The City, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
 - ii. The Consultant's insurance coverage shall be endorsed to be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.
- D. All Coverages: Each insurance policy required in this item shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by mail, has been given to the City (10 days for non-payment of premium). Current certification of such insurance shall be kept on file at all times during the term of this agreement with the City Clerk.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.
- F. Verification of Coverage: Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 15. <u>Indemnification</u>. To the fullest extent permitted by law, Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorneys' fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which

arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

- 16. <u>Waiver</u>. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 17. <u>Governing Law</u>. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.
- 18. <u>Termination of Agreement</u>. The City and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen (15) days written notice of termination. In the event of termination, the Consultant shall deliver to the City all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, City shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the City bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 19. <u>Amendment</u>. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Consultant.
- 20. <u>Entire Agreement</u>. This Agreement constitutes the complete and exclusive statement of the Agreement between the City and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement as of the date indicated on page one (1).

City of Burlingame

"Consultant"

By

Lisa K. Goldman City Manager Eric Daniels Print Name: Title:

Approved as to form:

City Attorney – Kathleen Kane

ATTEST:

City Clerk - Meaghan Hassel-Shearer

The EDCCO Group, Inc.

Engineering and Control Solutions

195 Glenn Way, Suite 100 San Carlos, CA 94070 www.edcco.com Phone (650) 63-SCADA Phone (650) 364-6683 FAX (650) 649-2328

October, 2019

The EDCCO Group, Inc. 195 Glenn Way San Carlos, CA 94070 Phone: (650) 63-SCADA FAX: (650) 649-2328 Contact: Eric Daniel

PROPOSAL FOR ON CALL SERVICE FOR BURLINGAME PUBLIC WORKS ON-CALL SCADA AND CONTROL SYSTEMS MAINTENANCE AND TROUBLESHOOTING

CHAPTER 1: - SUMMARY

The City owns and operates several facilities including sewer lift stations; storm water pump stations; potable water pump stations, storage and regulating stations. These facilities are monitored with a SCADA system consisting of Allen Bradley Programmable Logic Controllers (PLCs), Wonderware Human Machine Interface (HMI) software, and various motor control and instrumentation systems. Communications to remote facilities is provided by Metricom, Shlumberger, and Landis and Gyr wireless radios.

The EDCCO Group is very familiar with all of the facilities at the City of Burlingame and the equipment at each facility.

The EDCCO Group has with the following minimum skills to provide on-call maintenance and troubleshooting services for the entire SCADA system:

- Detailed knowledge of Allen Bradley DF1, DH+ protocols;
- Multi-vendor HMI support;
- Experienced with SQL server;
- Experienced with Wonderware platform;
- Experienced with the Windows platform;
- Experienced with Allen Bradley PLCs;
- Experienced and have equipment for maintaining replacing, and programming the city's radios and network

In addition, the EDCCO Group is specifically familiar with the individual facilities at the City of Burlingame. Many of these facilities have older equipment with little or no documentation.

CHAPTER 2: - QUALIFICATIONS OF THE FIRM

The EDCCO Group has been in business for 23 years.

The EDCCO Group engages in design, development, installation programming, and maintenance of municipal automation systems.

Installation with similar hardware and architecture:

The City of Foster City, Allen Smith, <u>asmith@fostercity.org</u> (650) 286-3546 Ongoing maintenance of 50+ water and sewage stations, Allen Bradley PLCs, licensed UHF radios, and outboard equipment.

Recent upgrade (2017) of Wonderware Application with Terminal Services and 9 remote access servers

City of Burlingame, Abe Kirshenbaum, <u>akirshenbaum@burlingame.org</u> (650) 558-7675 Ongoing maintenance of 30+ water and sewage stations, PLCs, radios, and outboard equipment. Allen Bradley PLCs, Utilinet radios, and Allen Bradley PLCs.

Town of Hillsborough, Cary Dahl <u>cdahl@hillsborough.net</u> (650)375-7512 Ongoing maintenance of 20+ water and sewage stations, Allen Bradley PLCs, Utilinet radios, and outboard equipment.

(functionally the same equipment and architecture as Burlingame)

The City of Redwood, Justin Ezel, jezel@redwoodcity.org (650) 780-7474 Ongoing maintenance of 75+ water, sewage, and storm stations and recycled water plant. Allen Bradley PLCs, Maple HMIs, licensed UHF radios, telephone ADN circuit, and outboard equipment. Recent upgrade (2017) of Wonderware Application with Terminal Services and 9 remote access servers

City of San Bruno, Mark Reinhardt, <u>mreinhardt@sanbruno.org</u> (650) 616-7167 Upgrade of 28 water facilities and 7 sewer facilities, to Allen Bradley PLCs, licensed radio SCADA System, Wonderware, radio survey and radio network design. Ongoing maintenance of 30+ water and sewage stations, PLCs, radios, and outboard equipment.

Marina Coast Water District, James Derbin, <u>iderbin@mcwd.org</u> (831) 883-5903 Upgrade of 40 sewer and water facilities, to Allen Bradley PLCs, Radio SCADA System, Wonderware, radio survey and radio network design. Recent upgrade \$25,000 (2017) of Wonderware Application with Terminal Services and remote access servers.

North Coast Water, Norm Regrant nregnart@nccwd.org

Ongoing maintenance of 20+ water stations, Allen Bradley PLCs, licensed UHF radios, and outboard equipment. Recent upgrade (2015) of Wonderware Application with Terminal Services Radio surveys

EXHIBIT A

CHAPTER 3: - WORK PLAN

We are on-call 24 hours a day, seven days per week. If anyone goes on vacation, various contacts at the city will be notified an advance by email with the name and contact information of the person on call during the vacation.

We know the locations of all of the City's facilities and have keys and access codes to enter without any assistance of City personnel if needed.

We maintain a stocking inventory (see below) of many items used at the various city facilities, meaning most items are repaired in a minimal time and on the first visit.

We do not charge for travel time, and <u>our billing minimum is one hour</u>. Non-emergency or routine services are usually handled on the next business day.

Stock Inventory for City of Burlingame

Allen Bradley

- SLC 5/04 CPU
- SLC 5/05 CPU
- 1747-NI4 Analog Input Module
- 1747-NI8 Analog Input Module
- 1747-NO4 Analog Output Module
- 1747-IB16 Digital Input Module
- 1747-OV16 Digital Output Module
- 1747-KE Communication Processor
- Micrologix 1100 (24 vdc) PLC
- Panelview 600 6 inch monochrome display
- Panelview Plus 2711P 10 inch color display
- SLC PLC racks

Siemens Milltronics

- Milltronics Multiranger 200 Controller (24 VCD power)
- Milltronics XPs-15 Transducer with 100 foot cable

Druck

Submersible wetwell level transmitter

Rosemount

- 2088 and 3051 pressure and level transmitter
- 2088 and 3051 differential pressure and level transmitter
- 2 valve and 5 valve manifolds

Landis and Gyr

- Utilinet IWR4 radio transceiver (24 VCD power)
- Wangate Series IV pole-top radio, brackets, and cables
- Laptop computers with latest version (2019) of Radioshop
- Latest version of Landis and Gyr DCW compiler

CHAPTER 4: ATTACHMENTS'

Attachment A: Rate sheet Attachment B: Certificate of Insurance Attachment C: City of Burlingame business license



Engineering and Control Solutions

195 Glenn Way, Suite 100 P.O. Box 411 San Carlos, Calif. 94070 email: info@EDCCO.Com Phone (650) 63-SCADA Phone (650) 637-2232 FAX (650) 649-2328

EXHIBIT A RATE SCHEDULE ELECTRICAL INSTRUMENTATON/CONTROL ENGINEERING SCADA PROGRAMMING AND SUPPORT

Effective Dates January 1, 2019

Engineering Services:

Senior Principal Engineer Senior Systems Engineer: SCADA System Engineer/Programmer Field Service Technician Staff Engineer Drafting/CAD: Clerical/Admin: Travel Time: Mileage: Additional Materials: \$175.00/hour \$175.00/hour \$165.00/hour \$150.00/hour \$130.00/hour \$125.00/hour \$125.00/hour \$125.00/hour \$0.585 / mile Cost plus 15%

San Mateo County – No mileage, travel time, or minimum charged.

By: Erei Rolini

The EDCCO Group Eric Daniel, President

				EDCCO-1 OP ID: S						
ACORD CERTIFICATE OF LIA							EXELIBITION (NY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
	DUCER		410-901-0743	CONTACT Shelaya	Broadwate	r				
Risk Placement Services, Inc. 204 Cedar Street			PHONE 410-901-0743 FAX (A/C No): 410-901-08)1-0843			
	Cambridge, MD 21613			E-MAIL ADDRESS:						
G. Philip Feldman		_	INSURER(S) AFFORDING COVERAGE				NAIC #			
			INSURER A : Great American of New York INSURER B : Philadelphia Indemnity Company				22136 18058			
INSURED The EDCCO Group 195 Glenn Way, STE. 100							10050			
	San Carlos, CÁ 94070		Γ	INSURER C :						
			Γ	INSURER D :						
				INSURER E : INSURER F :						
co	VERAGES CER	TIFI	CATE NUMBER:							
	HIS IS TO CERTIFY THAT THE POLICIES	OF	INSURANCE LISTED BELOW HAV) THE INSURE	D NAMED ABOVE FOR T				
	IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I									
E)	XCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES. LIMITS SHOWN MAY HAVE E	BEEN REDUCED BY	PAID CLAIMS.					
		ADDL	SUBR WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
A	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000		
	CLAIMS-MADE X OCCUR	Y	SPP6175204	07/18/2019	07/18/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000 10,000		
						MED EXP (Any one person)	\$	1,000,000		
						PERSONAL & ADV INJURY	\$	2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC					GENERAL AGGREGATE	\$ \$	2,000,000		
	OTHER:					PRODUCTS - COMP/OP AGG	\$ \$			
A						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000		
	ANY AUTO	Y	SPP6175204	07/18/2019	07/18/2020	BODILY INJURY (Per person)	\$			
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$			
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$			
							\$	4 000 000		
A	UMBRELLA LIAB X OCCUR		SPP6175204	07/18/2010	07/18/2020	EACH OCCURRENCE	\$	1,000,000		
EXCESS LIAB CLAIMS-MADE			511 017 5204	07710/2019	07710/2020	AGGREGATE	\$	1,000,000		
	DED X RETENTION U					PER OTH- STATUTE ER	\$			
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						\$			
	OFFICER/MEMBER EXCLUDED?	N / A				E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE				
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT				
В	Errors & Omissions		PHSD1358363	07/18/2019	07/18/2020			1,000,000		
	Claims Made									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The city of Burlingame, it's officials, employees, and volunteers are added as additional insured as respects their contract with the insured, subject to policy terms, definitions, conditions & exclusions.										
	RTIFICATE HOLDER			CANCELLATION						
CITYBUA The City of Burlinghame 501 Primrose Road Burlingame, CA 94010										
	,,,,,	AUTHORIZED REPRESENTATIVE								

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CITY OF BURLINGAME BUSINESS LICENSE CERTIFICATE & TAX RECEIPT 501 Primrose Road Burlingame California 94010 (650)558-7210 www.burlingame.org

Date Issued 07/02/19

Business Description

Business Name

Expiration Date 06/30/20 PROFESSIONAL ENGINEERING THE EDCCO GROUP, INC

Burlingame Location

Owners Name

ERIC DANIEL

PLEASE POST IN CONSPICUOUS PLACE

This tax certificate is issued for revenue purposes only and is not a permit or approval to operate a business in violation of City, County, State or Federal laws. Before conducting any business, the business owner should check with the City Building, Fire, Planning Departments and the County of San Mateo Health Department for limitations and requirements. This license is issued without verification that the license is subject to or exempt from licensing by the State of California or the County of San Mateo.

Business License Number 29932

EXHIBIT A

NOT ASSIGNABLE OR TRANSFERABLE