

Agreement No. 8470019 R076214

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WATSON
FURNITURE GROUP**

This Agreement is entered into this 24th day of November, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Watson Furniture Group, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of purchase and install dispatch consoles.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED FORTY THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS (\$540,977). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 24, 2018 through November 23, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Project Development Unit or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment

for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but

not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay

the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address

listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Deborah Bazan, Director
Address: 1402 Maple Street
Redwood City, CA 64063
Telephone: 650 369-4715
Email: dbazan@smcgov.org

In the case of Contractor, to:

Name/Title: Quint Andrae, National Sales Manager
Address: 26246 Twelve Trees Lane
Poulsbo, WA 98370
Telephone: 253-348-1887
Email: qandrae@WatsonFG.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:



Contractor Signature

12/17/2018
Date

Watson Furniture Group
Contractor Name (please print)

For County:



Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

17 Dec 18
Date

Karen L. Rodgers

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Acting Assistant Director

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

See Exhibit A-1 Watson Console Plan 01 Quote for San Mateo County dated 5/16/18 and Exhibit A-2 dated 8/15/18 for detailed item numbers, descriptions, quantities, pricing, layout, and installation including Seismic components. Finish scheme to match existing consoles located in the 911 Center in the Hall of Justice and Records

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Watson Consoles for furniture and installation services per the California Multiple Award Schedules (CMAS) contract #4-17-71-0079C.

In no event shall this agreement exceed \$540,977.

RESOLUTION NO. 076214

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE DIRECTOR OF THE PROJECT DEVELOPMENT UNIT OR HIS/HER DESIGNEE TO EXECUTE AN ADDENDUM TO THE WATSON CONSOLES AGREEMENT OF \$455,728 INCREASING THE AMOUNT BY \$85,249 FOR AN AMOUNT NOT TO EXCEED \$540,977

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on October 20, 2015, your Board approved a Design/Build Agreement with McCarthy Building Company for the construction of the Regional Operations Center. Demolition of the existing buildings on the former motor pool site began in early 2016 and concluded in the late summer of 2017. Deep Soil Mixing (DSM) as part of the seismic stability of the ROC was completed in January 2018 and a topping out ceremony was held May 9, 2018; and

WHEREAS, in addition to many administrative areas including offices, conference rooms, work areas, staff dining rooms, and briefing rooms, the ROC requires furniture designed specifically for Public Safety Communications functions and 24/7 use, maximizing user comfort for long shifts and incorporating advanced Dispatch technology; and

WHEREAS, Watson Consoles is the manufacture of the dispatch work station furniture and will provide installation services per the California Multiple Award Schedules (CMAS) contract #4-17-71-0079C which has been assessed to be fair, reasonable, and competitive; and

WHEREAS, the new work stations will match (make/model/color) the four existing work stations recently purchased in October 2017 for the Call-Taking Room. The four existing work stations will be relocated to the ROC and integrated seamlessly with the new furniture. This will provided a cost benefit through the unnecessary

purchase of four additional work stations, allowing the County's investment in the workstations to be reused; and

WHEREAS, Watson Consoles furniture is favored by the majority of the dispatch staff versus other furniture systems available on the market. The Public Safety Communications team was extremely satisfied with the Watson Consoles furniture and installation services provided when the Call-Taking Room was constructed; and

WHEREAS, it is recommended that the Board approve the acquisition of office furniture for the ROC from Watson Consoles for furniture and installation services per the California Multiple Award Schedules (CMAS) contract #4-17-71-0079C; and

WHEREAS, this amendment is due to necessary enhancements made to the equipment being furnished; and

WHEREAS, this purchase agreement has been reviewed and approved by the Procurement Division; and

WHEREAS, County Counsel has reviewed and approved the Resolution as to form; and

WHEREAS, executing this agreement contributes to the Shared Vision 2025 outcome of Collaborative Community by reducing the amount it would cost for new construction; and

WHEREAS, Funding for this purchase is provided in the Regional Operations Center \$58,000,000 project budget funded by **Measure K**.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors authorizes the Director of the Project Development Unit or his/her designee to execute an addendum to the Watson Consoles agreement of \$455,728 increasing the amount by \$85,249 for an amount not to exceed \$540,977.

* * * * *

RESOLUTION NUMBER: 076214

Regularly passed and adopted this 23rd day of October, 2018

AYES and in favor of said resolution:

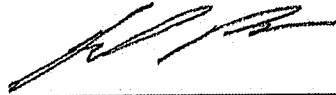
Supervisors: _____ *DAVE PINE*
_____ *DON HORSLEY*
_____ *WARREN SLOCUM*
_____ *DAVID J. CANEPA*

NOES and against said resolution:

Supervisors: _____ *NONE*

Absent:

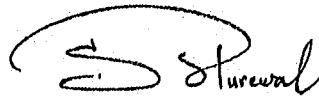
Supervisor: _____ *CAROLE GROOM*



*President, Board of Supervisors
County of San Mateo
State of California*

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.



Deputy Clerk of the Board of Supervisors

Quote Summary

San Mateo County Sheriff's Office

R076006 Exhibit A-1

watsonconsoles

360.394.1300

www.watsonconsoles.com

Watson Factory Rep NO REP - ANDRAE

Specified For: San Mateo County Sheriff

Address Line 1:

Address Line 1: 400 County Center

City:

City: Redwood City

State:

State: CA

Sales Person: Quint Andrae

Contact Name:

Phone Number:

Phone Number:

Email Address:

****PRICING BASED ON CMAS CONTRACT # 4-17-71-0079C - FREIGHT INCLUDED IN CONTRACT.**

MERCURY DISPATCH CONSOLES WITH ENVIRONMENT CONTROL PACKAGE AND PERSONAL STORAGE.

EACH CONSOLE INCLUDES:

GROUNDING BAR

CUP HOLDER

5 COLOR STATUS LIGHT

IN-DASH POWER

GROUNDING BAR

(7) 3.5 STEREO AUDIO

(8) USB

(7) SVGA MONITOR CABLES

INCLUDES MOVING 4 EXISTING CONSOLES INTO THE NEW TRAINING ROOM & PARTS NEEDED TO MATCH LAYOUT AS PER DRAWING

Installation based on empty room, two trips, 2nd floor with prevailing wage requirements and no union requirements.

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Lead time average 60 days after receipt of Purchase Order.
5. Completed Order consists of a signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
6. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
7. Pricing will be valid for four (4) months after receipt of Purchase Order. Any orders that have not been manufactured within this time frame may be subject to a price change.

Quote Date 5/25/2018	Expiration Date 7/25/2018	Watson Account Manager: Natalie Thorne
Console Plan 01		Watson Factory Rep Firm: NO REP - ANDRAE
		Prepared By: Grace Nieland
This Document Is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved		File Name: SanMateoCS.08.cmdrw

Console Plan 01

Project: San Mateo County Sheriff's Office

Sold to

Company name: San Mateo County Sheriff
 Contact Person:
 Contact Phone:
 Contact Fax:

Distributor

Company name: NO REP - ANDRAE
 Salesman: Quint Andrae
 Salesman Phone:
 Salesman Fax:



26246 Twelve Trees Lane NW, Poulsbo, WA 98370
 800.426.1202 watsongfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
Consoles plan 1					
1	175	0000387	CABLE,SVGA,HD15,M/M,25'	\$77.70	\$13,597.50
2	26	149550-KIT	GROUNDING BAR, 1/4" x 2" 6", 10 HOLE KIT WITH INSULATORS AND MTG BRACKET	\$63.00	\$1,638.00
3	25	HACUP	ACCESSORY CUP HOLDER	\$57.96	\$1,449.00
4	23	HAF90	MERCURY ARRAY EXPANSION, FULL, FOR 90"W CONSOLE	\$508.62	\$11,698.26
5	2	HD4H153918R-N	MERCURY PRO HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET	\$1,264.20	\$2,528.40
6	12	HD4H245118C	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER	\$2,660.70	\$31,928.40
7	1	HD4H245118L-G	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, WITH GROMMET	\$1,843.80	\$1,843.80
8	13	HD4H245118L-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, LEFT HAND, NO GROMMET	\$1,822.80	\$23,696.40
9	12	HD4H245118R-N	MERCURY PRO HUB, 24"D x 51"W x 18"H, RIGHT HAND, NO GROMMET	\$1,822.80	\$21,873.60
10	3	HD4W3678D	MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 78"W x 24-50"H, DUAL MONITOR ARRAY	\$6,120.24	\$18,360.72
11	1	HGBS1518D-R	MERCURY BRIDGE SPACER, 15"D x 18"H DUAL, RIGHT HAND	\$33.60	\$33.60
12	1	HGBS1518S-R	MERCURY BRIDGE SPACER, 15"D x 18"H SINGLE, RIGHT HAND	\$33.60	\$33.60
13	4	HGBS2418D-C	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, CENTER	\$42.00	\$168.00
14	5	HGBS2418D-L	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, LEFT HAND	\$42.00	\$210.00
15	4	HGBS2418D-R	MERCURY BRIDGE SPACER, 24"D x 18"H DUAL, RIGHT HAND	\$42.00	\$168.00
16	4	HGBS2418S-C	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, CENTER	\$42.00	\$168.00
17	5	HGBS2418S-L	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND	\$42.00	\$210.00
18	4	HGBS2418S-R	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, RIGHT HAND	\$42.00	\$168.00
19	1	HGCB78S-G	MERCURY CABLE BRIDGE, 78"W SINGLE, WITH GROMMET	\$389.34	\$389.34
20	2	HGCB78S-N	MERCURY CABLE BRIDGE, 78"W SINGLE, NO GROMMET	\$368.34	\$736.68
21	8	HGCB96D	MERCURY CABLE BRIDGE, 96"W DUAL	\$693.42	\$5,547.36
22	7	HGCB96S-N	MERCURY CABLE BRIDGE, 96"W SINGLE, NO GROMMET	\$397.74	\$2,784.18
23	6	HGSOCBKT42L	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$16.80	\$100.80
24	6	HGSOCBKT42R	MERCURY OUTSIDE CORNER BRACKET, 42"H	\$16.80	\$100.80
25	2	HGSR3942F	MERCURY RETURN SCREEN, 39"W x 42"H, ALL FABRIC PANEL	\$356.16	\$712.32
26	3	HGSR5142F	MERCURY RETURN SCREEN, 51"W x 42"H, ALL FABRIC PANEL	\$401.94	\$1,205.82
27	35	HGSR5154FAC	MERCURY RETURN SCREEN, 51"W x 54"H, FABRIC AND 12" ACRYLIC	\$511.98	\$17,919.30
28	3	HGSS7842F	MERCURY SPINE SCREEN, 78"W x 42"H, ALL FABRIC PANEL	\$736.68	\$2,210.04
29	15	HGSS9654FAC	MERCURY SPINE SCREEN, 96"W x 54"H, FABRIC AND 12" ACRYLIC	\$1,023.96	\$15,359.40
30	12	HGSWBKT42	MERCURY INSIDE CORNER BRACKET, 42"H	\$13.02	\$156.24
31	2	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$19.74	\$39.48
32	1	HHC2418	MERCURY HUB COVER, 24"D x 18"H	\$25.62	\$25.62
33	11	HMBOBD245024	MERCURY TEAM BASE, OPEN BOX DOOR, 24"D x 50"W x 24"H	\$912.66	\$10,039.26
34	3	HPPD243008L	MERCURY PERSONAL PALLET, WITH DRAWER, 24"D x 30"W x 8"H, LEFT HAND	\$336.00	\$1,008.00
35	12	HPSDOB245018L	MERCURY PERSONAL STACKER, DOOR, OPEN BOX, 24"D x 50"W x 18"H, LEFT HAND	\$569.94	\$6,839.28
36	11	HPSDOB245018R	MERCURY PERSONAL STACKER, DOOR, OPEN BOX, 24"D x 50"W x 18"H, RIGHT HAND	\$569.94	\$6,269.34
37	3	HTB243024L	MERCURY TECHNOLOGY BASE, 24"D x 30"W x 24"H, LEFT HAND	\$716.94	\$2,150.82
38	12	HTB245024L	MERCURY TECHNOLOGY BASE, 24"D x 50"W x 24"H, LEFT HAND	\$1,090.74	\$13,088.88
39	11	HTB245024R	MERCURY TECHNOLOGY BASE, 24"D x 50"W x 24"H, RIGHT HAND	\$1,090.74	\$11,998.14
40	46	S17-0716-A	MODIFIED HGARRAY-VERT - MONITOR BRACKET WITH VERTICAL ADJUSTMENT **ADAPTED FOR AND INCLUDES 1EA "FLEX ARM"***	\$266.70	\$12,268.20
41	4	S18-0012-7842F	MODIFIED HGSS, MERCURY SPINE SCREEN, 78"W x 42"H, ALL FABRIC PANEL, *FABRIC SCREENS ONLY*	\$249.48	\$997.92
42	25	S18-0511-5L	MODIFIED TXXSTATUS - DISPATCH STATUS LIGHT, *FIVE COLOR STATUS LIGHT - RED, YELLOW, GREEN, BLUE, WHITE*	\$943.32	\$23,583.00
43	23	S18-0893-3696S	MODIFIED HD4W, MERCURY PRO WORKSURFACE WITH DEPTH ADJUSTMENT, 36"D x 96"W x 24-50"H, SINGLE MONITOR ARRAY, *WITH 41" ARRAY BAR SET*	\$5,859.42	\$134,766.66

Console Plan 01

Project: San Mateo County Sheriff's Office

Sold to

Company name: San Mateo County Sheriff
 Contact Person:
 Contact Phone:
 Contact Fax:

Distributor

Company name: NO REP - ANDRAE
 Salesman: Quint Andrae
 Salesman Phone:
 Salesman Fax:



26246 Twelve Trees Lane NW, Poulsbo, WA 98370
 800.426.4202 watsongfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
44	4	S18-1135-24D	MODIFIED TRM, DESK TOP RACK MOUNT, 2 HIGH, *24" DEEP*	\$393.12	\$1,572.48
45	1	TXXSTAT	DISPATCH STATUS LIGHT	\$380.10	\$380.10
46	182	TXXTECHAUDIO25	TECH LINK, STEREO AUDIO JACK, (3.5mm CONNECTOR SIZE) - Black, 25Ft	\$13.44	\$2,446.08
47	208	TXXTECHUSB15	TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black, 15Ft	\$16.80	\$3,494.40
				Total Consoles plan 1	\$407,963.22

Reconfigure Parts

48	2	HD4H153918R-N	MERCURY PRO HUB, 15"D x 39"W x 18"H, RIGHT HAND, NO GROMMET	\$1,264.20	\$2,528.40
49	2	HD4H245118C	MERCURY PRO HUB, 24"D x 51"W x 18"H, CENTER	\$2,660.70	\$5,321.40
50	2	HGBS1518S-R	MERCURY BRIDGE SPACER, 15"D x 18"H SINGLE, RIGHT HAND	\$33.60	\$67.20
51	2	HGBS2418S-C	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, CENTER	\$42.00	\$84.00
52	2	HGBS2418S-L	MERCURY BRIDGE SPACER, 24"D x 18"H SINGLE, LEFT HAND	\$42.00	\$84.00
53	4	HGCB78S-N	MERCURY CABLE BRIDGE, 78"W SINGLE, NO GROMMET	\$368.34	\$1,473.36
54	2	HHC1518	MERCURY HUB COVER, 15"D x 18"H	\$19.74	\$39.48
55	4	HPPD243008L	MERCURY PERSONAL PALLET, WITH DRAWER, 24"D x 30"W x 8"H, LEFT HAND	\$336.00	\$1,344.00
56	4	HTB243024L	MERCURY TECHNOLOGY BASE, 24"D x 30"W x 24"H, LEFT HAND	\$716.94	\$2,867.76
57	1	S18-0013-3942F	MODIFIED HGSR, MERCURY RETURN SCREEN, 39"W x 42"H, ALL FABRIC PANEL, *FABRIC PANELS ONLY*	\$180.18	\$180.18
58	1	S18-0013-3942F	MODIFIED HGSR, MERCURY RETURN SCREEN, 39"W x 42"H, ALL FABRIC PANEL, *FABRIC PANELS ONLY*	\$180.18	\$180.18
59	4	S18-0013-5142F	MODIFIED HGSR, MERCURY RETURN SCREEN, 51"W x 42"H, ALL FABRIC PANEL, *FABRIC PANELS ONLY*	\$180.18	\$720.72
				Total Reconfigure Parts	\$14,890.68

Subtotal Product	\$422,853.90
Installation	\$42,045.00
Total	\$464,898.90
Sales Tax (8.75 %)	\$40,678.65
Grand Total	\$505,577.55

Project: San Mateo County Sheriff's Office

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

watson
DISPATCH

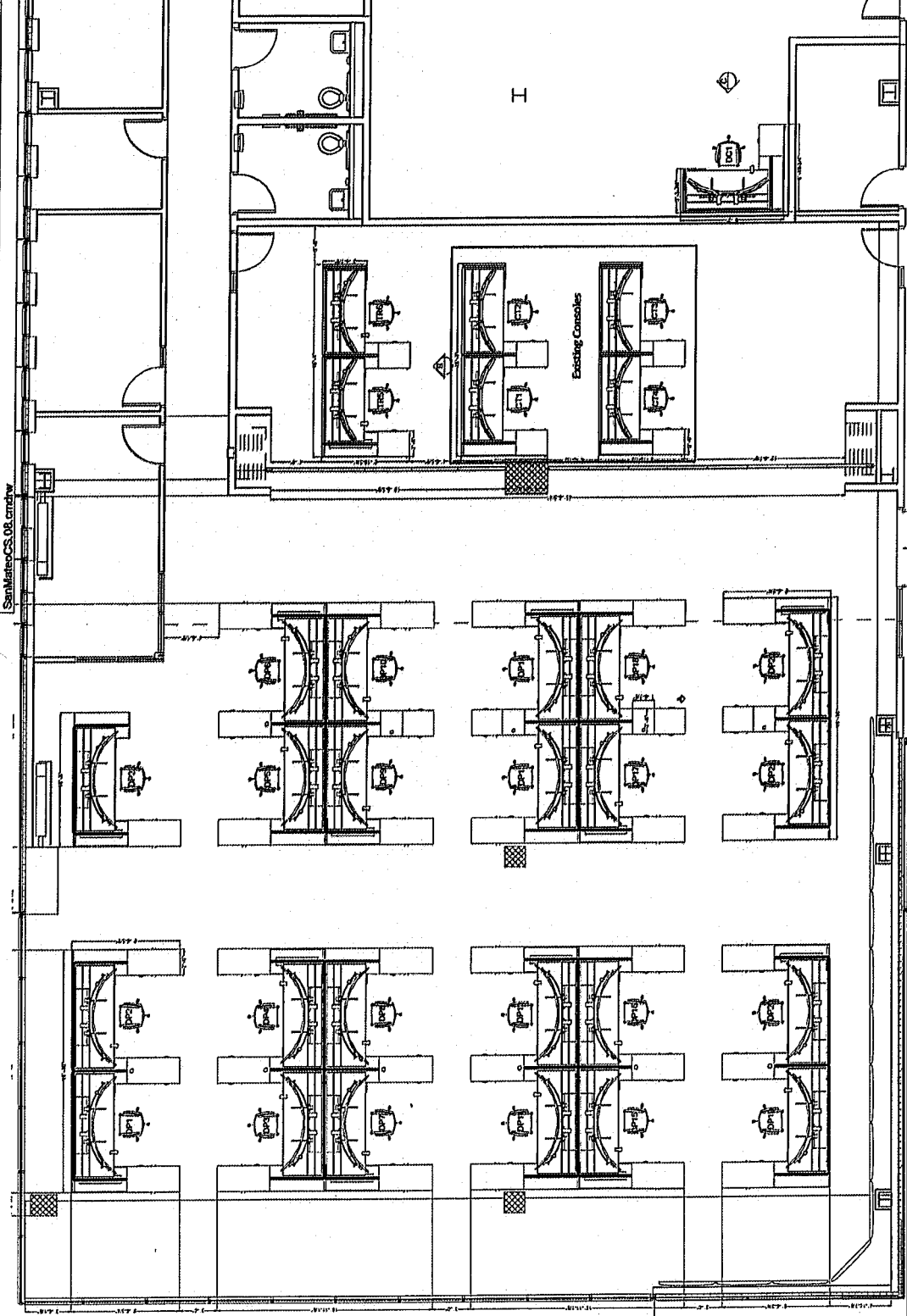
Sales Rep:
Quint Andrae

Project Manager:
Natalie Thome

Project Designer:
Grace Nieland

REVISION: DESIGNER -
REV 2: UPD TD IN HD4
REV 3: UPDATED FP PER
GOTO MTG NOTES
REV 4: JEN - 06/07/2017 -
UPDATED AUTOCAD FP
REV 5: JEN - 06/23/2017 -
UPDATES TO DC1 & REV
00-F03 IMPORT
REV 6: GLN - 04/19/2018 -
Updated Accessories &
Training Room Layout
REV 7: GLN - 05/02/2018 -
Added Rack Mount
Equipment
REV 8: NT - 05/16/2018 -
Removed existing tag from
DP console & tagged with

Console
Plan 01
Full Floor Plan



Approved By:
Name _____
Date _____

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Title _____

2005 Tenth Street, Littleton, CO 80120
303.426.1200
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Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

Project: San Mateo County Sheriff's Office

SanMateoCS_08.cmhvw



Sales Rep:

Quint Andrae

Project Manager:

Natalie Thome

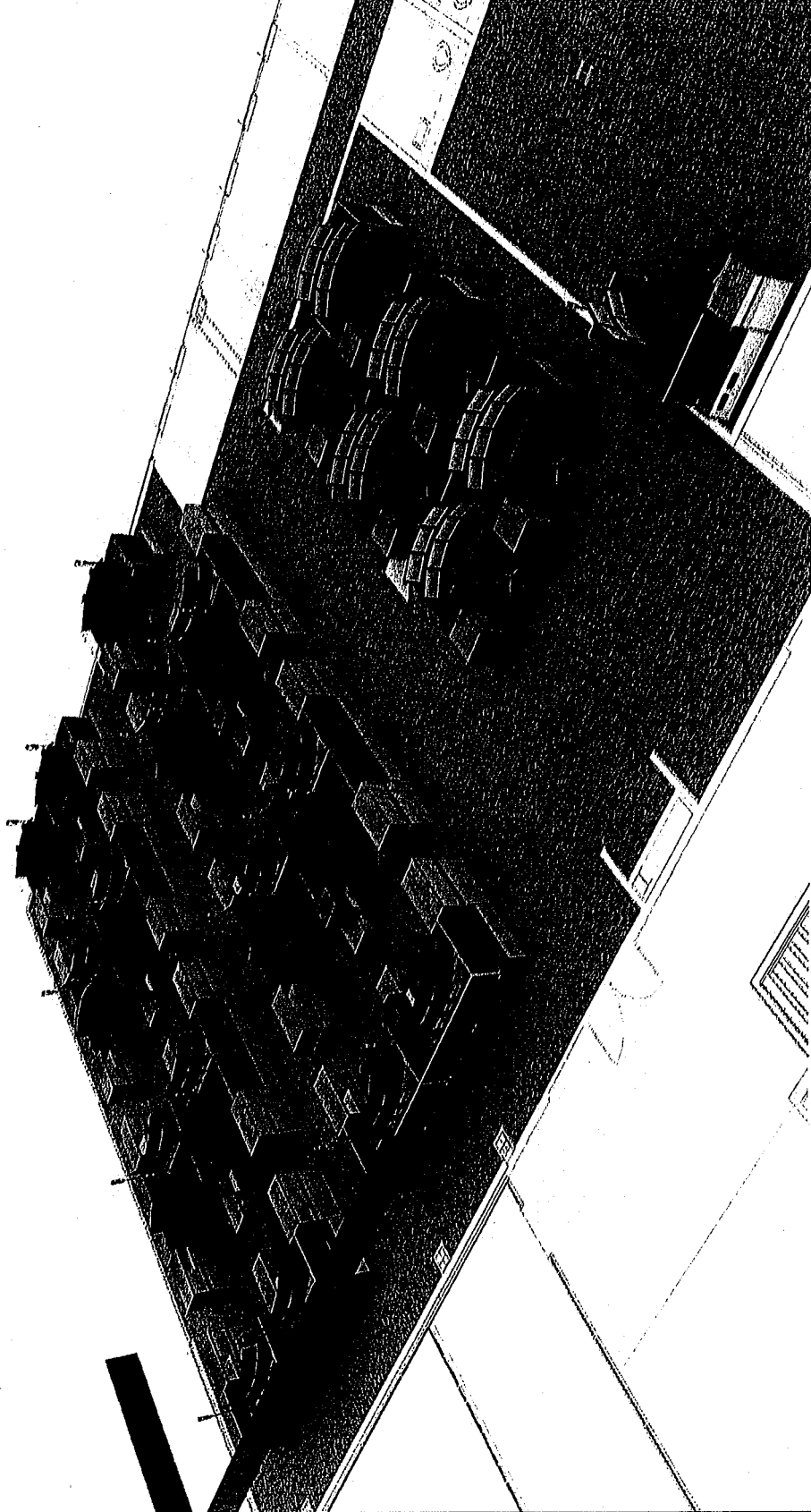
Project Designer:

Grace Nieland

REVISION: DESIGNER -

- REV 2: UPD TD IN HD4
- REV 3: UPDATED FP PER GOTO MTG NOTES
- REV 4: JEN - 06/07/2017 - UPDATED AUTOCAD FP
- REV 5: JEN - 06/23/2017 - UPDATES TO DC1 & REV 00-F03 IMPORT
- REV 6: GLN - 04/19/2018 - Updated Accessories & Training Room Layout
- REV 7: GLN - 05/02/2018 - Added Rack Mount Equipment
- REV 8: NT - 05/16/2018 - Removed existing tag from DP console & tagged with

Console Plan 01 Full Room



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:

Name

Date

Title

2016 Watson Furniture Group, Inc. All Rights Reserved
2016 Watson Furniture Group, Inc.
P.O. Box 1000
Plymouth, WI 53074
800-451-0022 262-234-1300

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

Project: San Mateo County Sheriff's Office

SanMateoCS.D8.cmodw

watson
DISPATCH

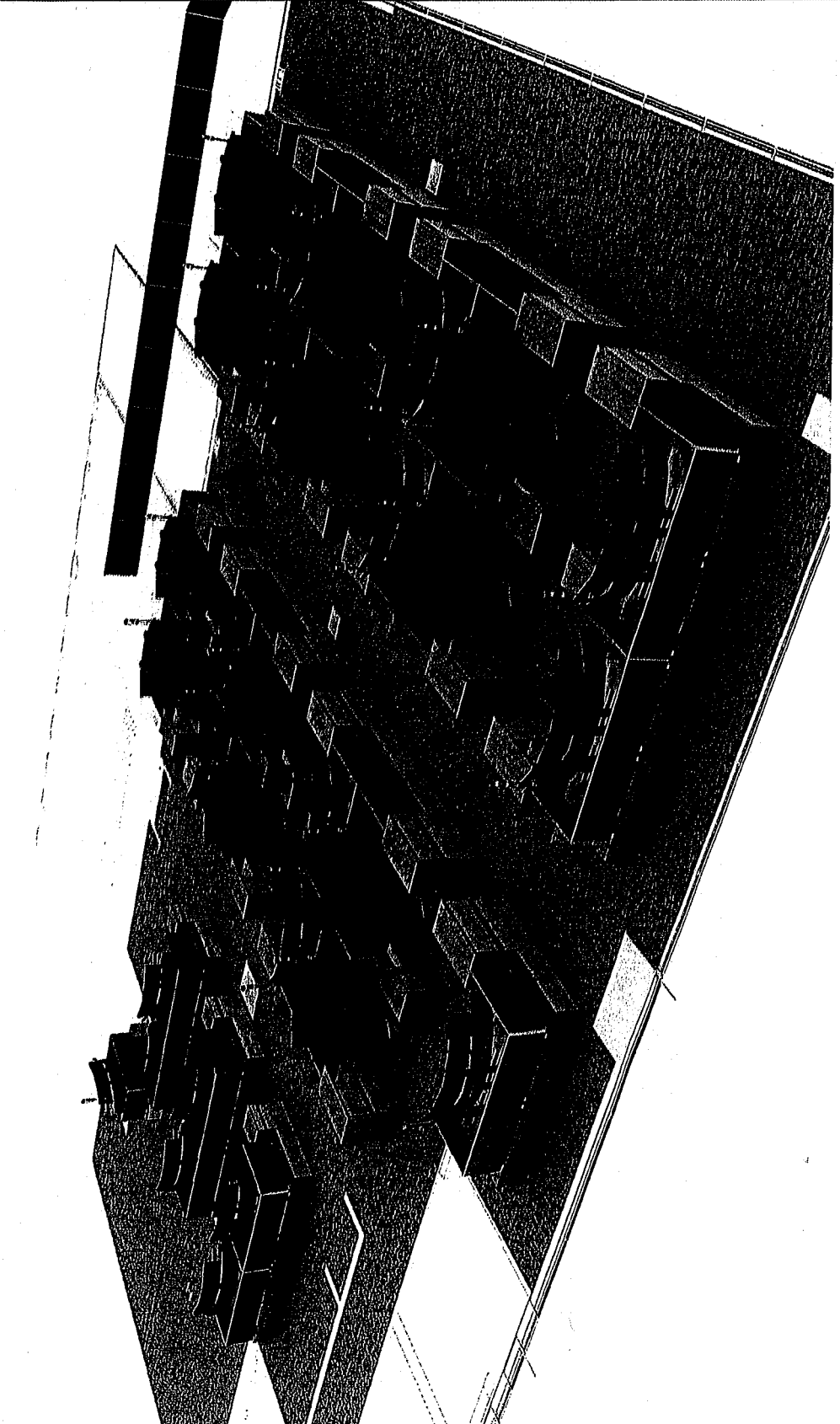
Sales Rep:
Quint Andrae

Project Manager:
Natalie Thorne

Project Designer:
Grace Nieland

REVISION: DESIGNER -
REV 2: UPD TD IN HD4
REV 3: UPDATED FP PER
GOTO MTG NOTES
REV 4: JEN - 06/07/2017 -
UPDATED AUTOCAD FP
REV 5: JEN - 06/23/2017 -
UPDATES TO DC1 & REV
00-F03 IMPORT
REV 6: GLN - 04/19/2018 -
Updated Accessories &
Training Room Layout
REV 7: GLN - 05/02/2018 -
Added Rack Mount
Equipment
REV 8: NT - 05/16/2018 -
Removed existing tag from
DP console & tagged with

Console
Plan 01
Full Room



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By:
Name _____

Date _____

Title _____

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Project: San Mateo County Sheriff's Office

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

SanMateoCS.08.cmrnw



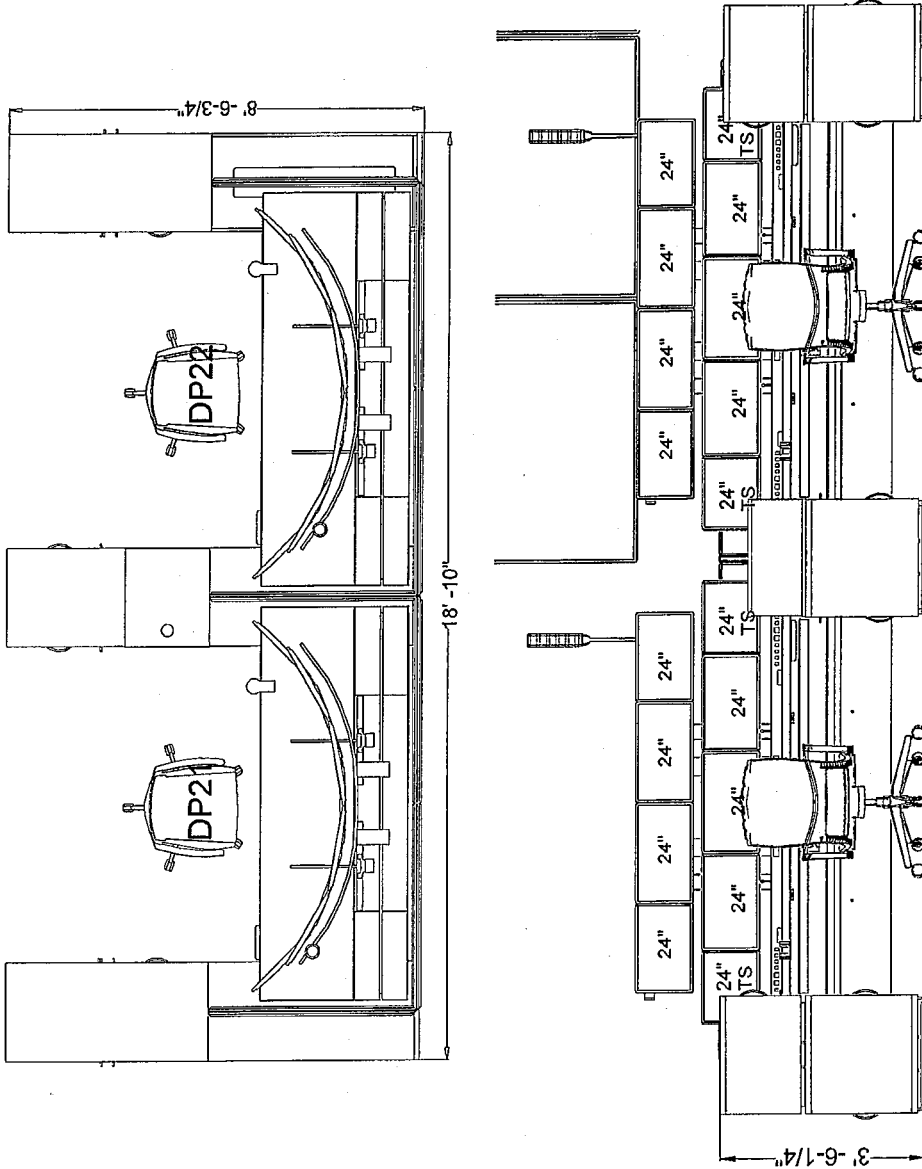
Sales Rep:
Quint Andrae

Project manager:
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Project Designer:
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REVISION: DESIGNER -
 REV 2: UPD'D IN HD4
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 Equipment
 REV 8: NT - 05/16/2018 -
 Removed existing tag from
 DP console & tagged with

Console
Plan 01
Typical A



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: _____
Name _____

Date _____

Title _____

78460, 78461, 78462, 78463, 78464, 78465, 78466, 78467, 78468, 78469, 78470, 78471, 78472, 78473, 78474, 78475, 78476, 78477, 78478, 78479, 78480, 78481, 78482, 78483, 78484, 78485, 78486, 78487, 78488, 78489, 78490, 78491, 78492, 78493, 78494, 78495, 78496, 78497, 78498, 78499, 78500, 78501, 78502, 78503, 78504, 78505, 78506, 78507, 78508, 78509, 78510, 78511, 78512, 78513, 78514, 78515, 78516, 78517, 78518, 78519, 78520, 78521, 78522, 78523, 78524, 78525, 78526, 78527, 78528, 78529, 78530, 78531, 78532, 78533, 78534, 78535, 78536, 78537, 78538, 78539, 78540, 78541, 78542, 78543, 78544, 78545, 78546, 78547, 78548, 78549, 78550, 78551, 78552, 78553, 78554, 78555, 78556, 78557, 78558, 78559, 78560, 78561, 78562, 78563, 78564, 78565, 78566, 78567, 78568, 78569, 78570, 78571, 78572, 78573, 78574, 78575, 78576, 78577, 78578, 78579, 78580, 78581, 78582, 78583, 78584, 78585, 78586, 78587, 78588, 78589, 78590, 78591, 78592, 78593, 78594, 78595, 78596, 78597, 78598, 78599, 78600, 78601, 78602, 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Project: San Mateo County Sheriff's Office

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

SanMateoCS.08.cmlr/w



Sales Rep:

Quint Andrae

Project Manager:

Natalie Thome

Project Designer:

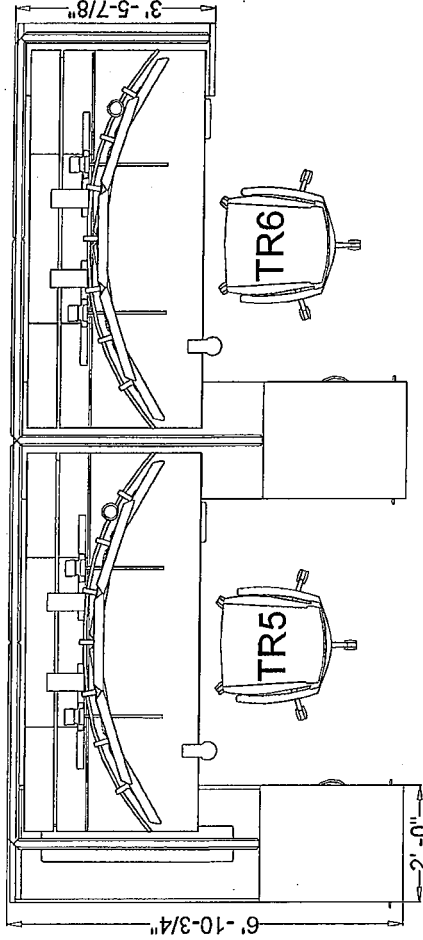
Grace Nieland

REVISION: DESIGNER -

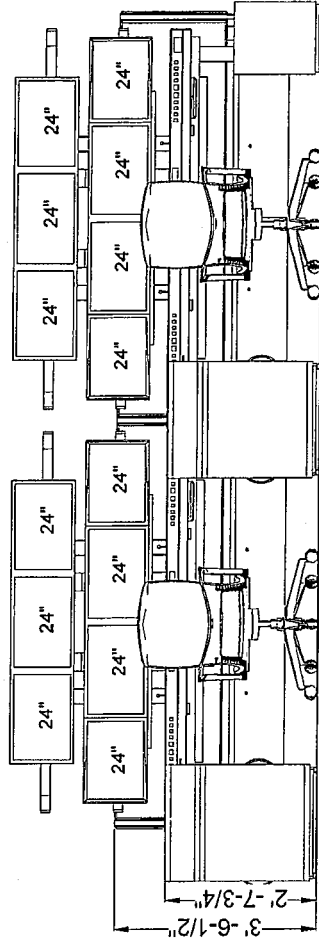
- REV 2: UPDTD IN HD4
- REV 3: UPDATED FP PER GOTO MTG NOTES
- REV 4: JEN - 06/07/2017 - UPDATED AUTOCAD FP
- REV 5: JEN - 06/23/2017 - UPDATES TO DC1 & REV 00-F03 IMPORT
- REV 6: GLN - 04/19/2018 - Updated Accessories & Training Room Layout
- REV 7: GLN - 05/02/2018 - Added Rack Mount Equipment
- REV 8: NT - 05/16/2018 - Removed existing tag from DP console & tagged with

Console
Plan 01
Typical B

32545 Yankee Trail Lane NW
Poulsbo, WA 98270
360.626.0727
360.626.1300
2018 Watson | Primary Productivity, Inc. | English Standard



Scale: 1/2" = 1'



Scale: 1/2" = 1'

Approved By:

Name

Date

Title

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Project: San Mateo County Sheriff's Office

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

SanMateoCS.08.cmlrhw

watson
DISPATCH

Sales Rep:
Quint Andrae

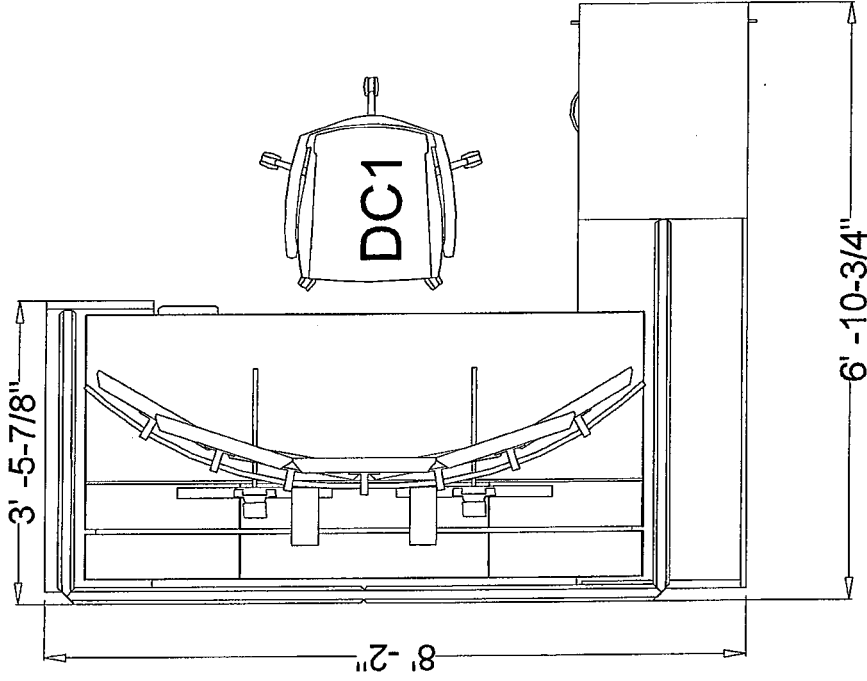
Project Manager:
Natalie Thorne

Project Designer:
Grace Nieland

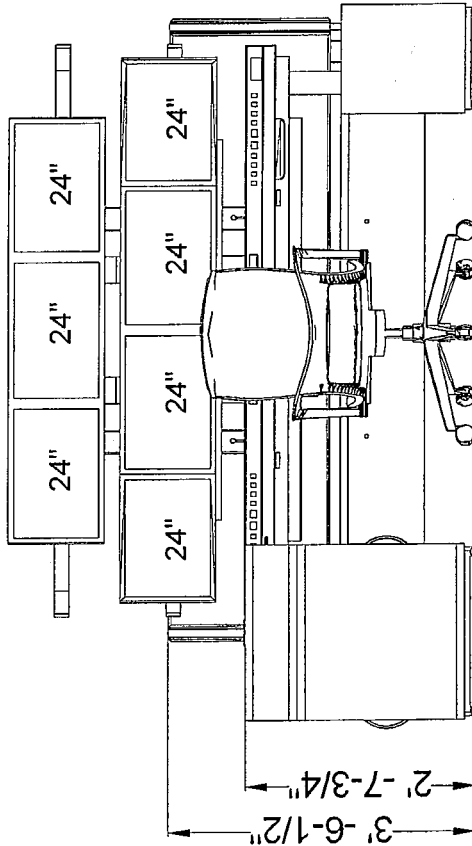
REVISION: DESIGNER -
REV 2: UPD TD IN HD4
REV 3: UPDATED FP PER
GOTO MTG NOTES
REV 4: JEN - 06/07/2017 -
UPDATED AUTOCAD FP
REV 5: JEN - 06/23/2017 -
UPDATES TO DC1 & REV
00-F03 IMPORT
REV 6: GLN - 04/19/2018 -
Updated Accessories &
Training Room Layout
REV 7: GLN - 05/02/2018 -
Added Rack Mount
Equipment
REV 8: NT - 05/16/2018 -
Removed existing tag from
DP console & tagged with

Console
Plan 01
Typical C

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www.watsonforeman.com
10000 Watson Foreman Group, Inc. All Rights Reserved



Scale: 3/4" = 1'



Scale: 3/4" = 1'

Approved By:

Name

Date

Title

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Project: San Mateo County Sheriff's Office

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

SanMateoCS_08_cml.dwg

watson
DISPATCH

Sales Rep:

Quint Andrae

Factory PM:

Natalie Thome

Prepared By:

Grace Nieland

REVISION: DESIGNER -

REV 2: UPD TD IN HD4

REV 3: UPDATED FP PER

GOTO MTG NOTES

REV 4: JEN - 06/07/2017 -

UPDATED AUTOCAD FP

REV 5: JEN - 06/23/2017 -

UPDATES TO DC1 & REV

00-F03 IMPORT

REV 6: GLN - 04/19/2018 -

Updated Accessories &

Training Room Layout

REV 7: GLN - 05/02/2018 -

Added Rack Mount

Equipment

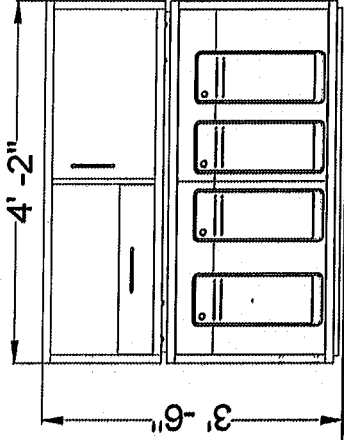
REV 8: NT - 05/16/2018 -

Removed existing tag from

DP console & tagged with

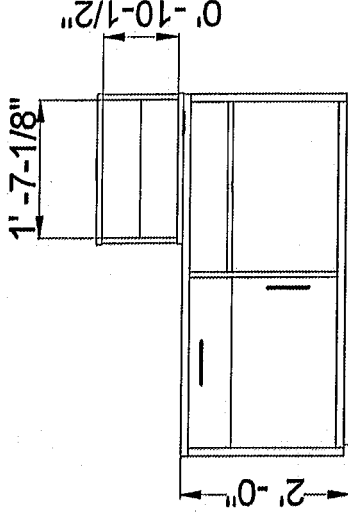
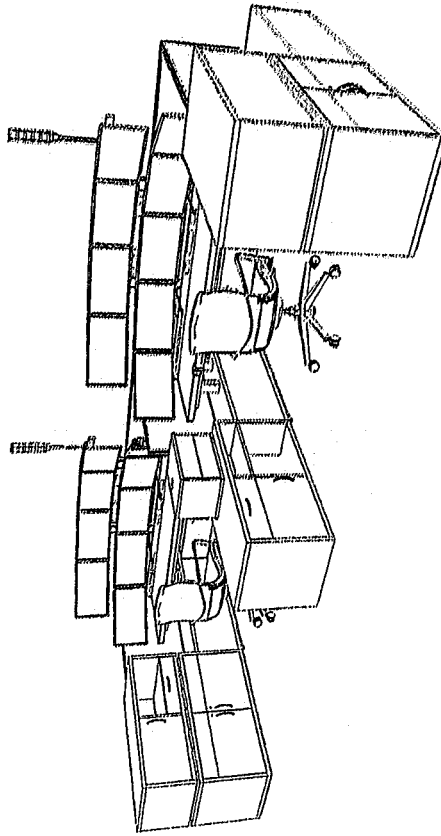
Console
Plan 01
Typical A
Details

3042 Trade Team Lane NW
Farmingdale, NY 11737
609.008.0000 300.341.0000
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Scale: 3/4" = 1'

Tech & Personal Storage



Scale: 3/4" = 1'

Personal Team Base Storage

Approved By:

Name

Date

Title

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Exhibit A-2
R076214

00007736

San Mateo County Sheriff's Office



Watson Factory Rep NO REP - ANDRAE
Address Line 1:

Specified For: San Mateo County Sheriff
Address Line 1: 400 County Center

City:
State:

City: Redwood City
State: CA

Sales Person: Quint Andrae
Phone Number: 360-394-1300

Contact Name:
Phone Number:
Email Address:

SEISMIC INSTALLATION COSTS FOR SAN MATEO COUNTY SHERIFF

FOUR COMPONENTS INVOLVED - WORK CONSISTS OF:

1. Desk Clamp to the console (this engulfs the threads on the foot)
2. Under Floor Tile Bracket below the tile which connects the thread rod to the desk clamp
3. Thread Rod then attaches to under floor concrete bracket
4. Concrete Floor Bracket connected to floor

*Work will be completed while consoles are being built and will take at least 2-3 weeks as it will take about an hour+ for each connection

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Completed Order consists of a signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
5. Change Order Fee (minimum \$500) may be applicable for changes after 5 business days of submission.
6. Pricing will be valid for four (4) months after receipt of Purchase Order. Any orders that have not been manufactured within this time frame may be subject to a price change.

Quote Date 8/15/2018	Expiration Date 10/15/2018	Watson Account Manager: Natalie Thorne
Watson Consoles 26246 Twelve Trees Lane NW Poulsbo WA 98370		Watson Factory Rep Firm: NO REP - ANDRAE
This Document is Confidential & Proprietary (C) 2017 Watson Furniture Group, Inc. All Rights Reserved		Prepared By: Natalie Thorne
		File Name: Seismic Quote.08.cmdrw

San Mateo Seismic Installation

Project: San Mateo County Sheriff's Office

Sold to

Company name: San Mateo County Sheriff
 Contact Person:
 Contact Phone:
 Contact Fax:

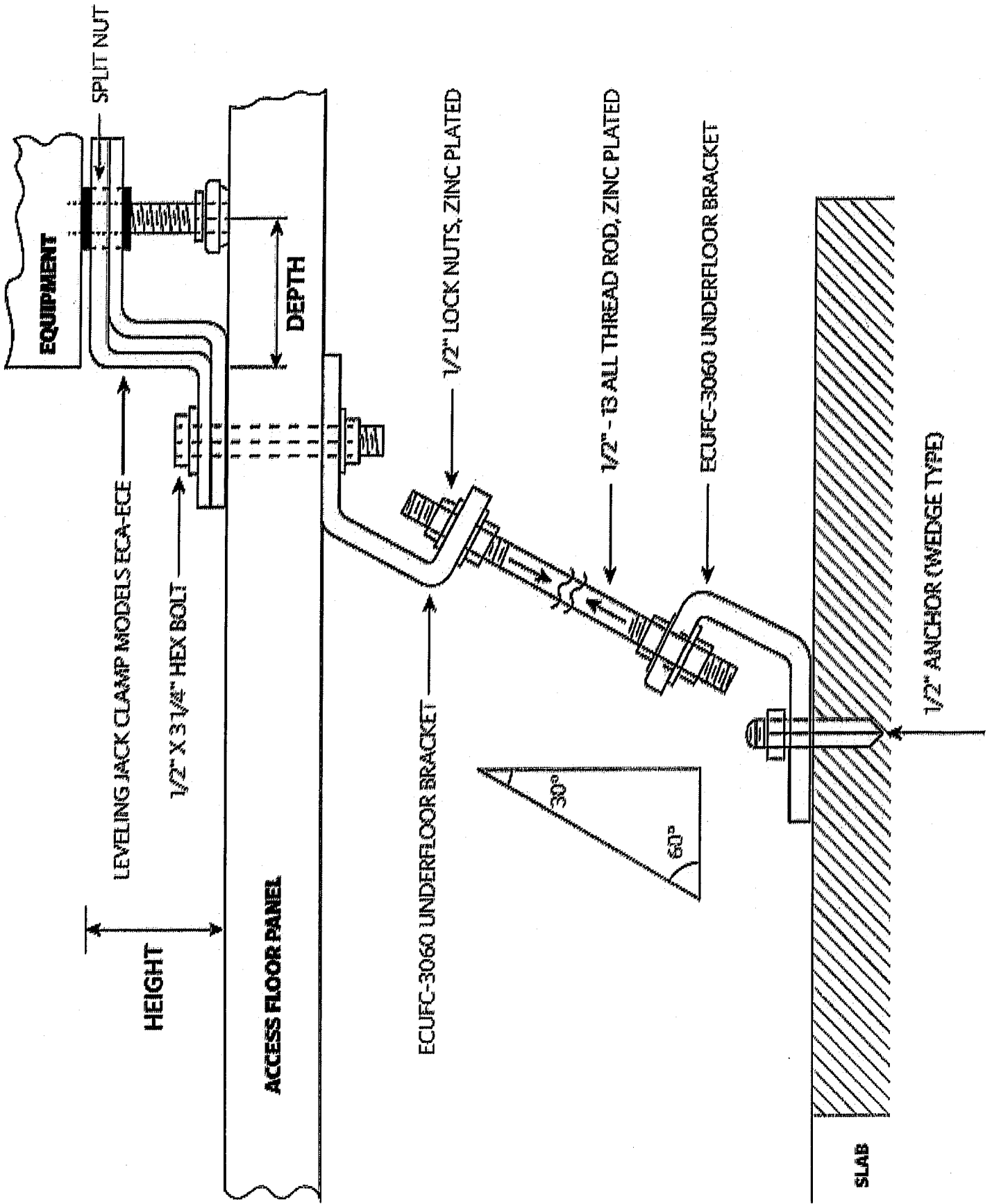
Distributor

Company name: NO REP - ANDRAE
 Salesman: Quint Andrae
 Salesman Phone: 360-394-1300
 Salesman Fax:



26246 Twelve Trees Lane NW, Poulsbo, WA 98370
 800.426.1202 watsonfurniture.com

#	Qty	Part Number	Description	Sell	Ext. Sell
1	120	DESK CLAMP & THREAD RODS	SEISMIC PARTS	\$110.00	\$13,200.00
2	1	LABOR	INSTALLATION OF SEISMIC PARTS ON 30 CONSOLES	\$12,750.00	\$12,750.00
3	120	UNDER FLOOR BRACKETS (PAIR)	SEISMIC PARTS	\$55.00	\$6,600.00
				Subtotal Product	\$32,550.00
				Sales Tax (8.75 %)	\$2,848.13
				Total	\$35,398.13



MERCURY

2018 CONSOLE UPDATE SIGN-OFF

The consoles specified and included on your quote integrate recent design improvements. Please review the changes outlined below. This signed agreement will be added to your order sign-off package to signify you understand the consoles delivered to your agency will have these updated features.

AGENCY/COMPANY _____

ESTIMATED INSTALLATION DATE _____

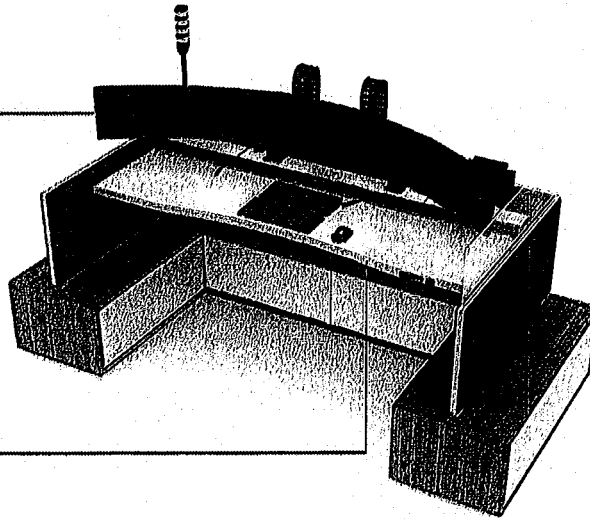
AUTHORIZED CONTACT _____

EMAIL/PHONE _____

1. Mercury Array with Slat Rail



2. Contour Edge and Flush-Mount Switch



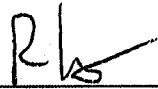
1. Mercury Array with Slat Rail

- Extruded aluminum slat rail provides unrivaled durability and stability to support multiple monitors in a variety of configurations. Single or double row is specified within your quote.
- High capacity wire clips are included.
- Independently adjustable monitor arms are specified separately in your quote.

2. Contoured Surface Edge + Flush-Mount Switch

- User-preferred contoured surface shape opens the user pocket.
- Flush-mount height-adjustment switch eliminates interference points.

AUTHORIZED SIGNATURE _____

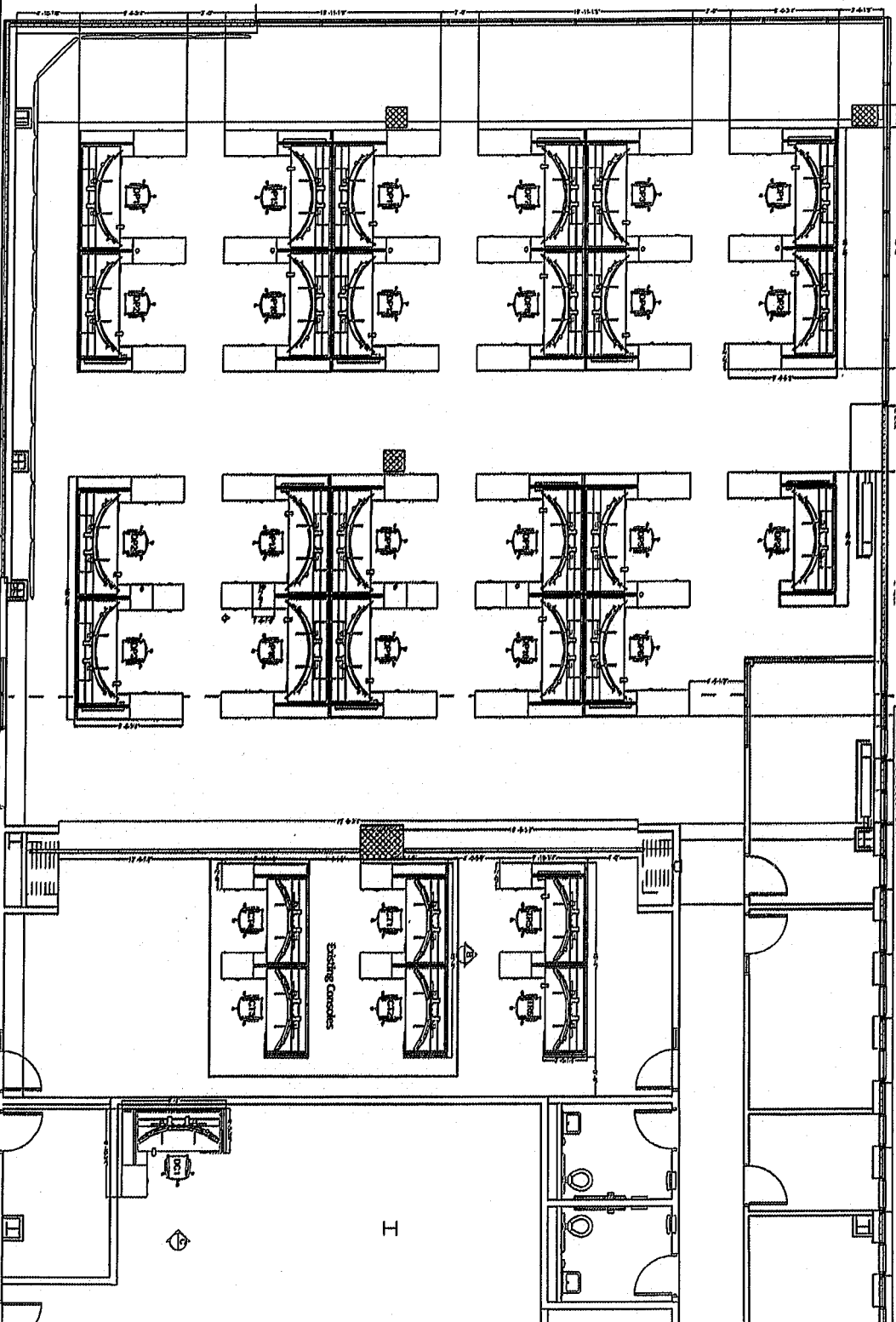


DATE _____

11/26/18

watsonconsoles

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)



Project: San Mateo County Sheriff's Office

San Mateo County Sheriff's Office

watson
DISPATCH

Sales Rep:
Quint Andrae
Project Manager:
Natalie Thorne
Project Designer:
Grace Nieland

REVISION: DESIGNER -
REV 2: UPD'D IN HD4
REV 3: UPDATED FP PER
GOTO MTG NOTES
REV 4: JEN - 06/07/2017 -
UPDATED AUTOCAD FP
REV 5: JEN - 06/23/2017 -
UPDATES TO DC1 & REV
00-F03 IMPORT
REV 6: GLN - 04/19/2018 -
Updated Accessories &
Training Room Layout
REV 7: GLN - 05/02/2018 -
Added Rack Mount
Equipment
REV 8: NT - 05/16/2018 -
Removed existing tag from
DP console & tagged with

Console
Plan 01
Full Floor Plan

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: *UK*
Name: _____
Date: 11/26/18
Title: A/D Designer

25000 Wilshire Blvd, Suite 1000
Beverly Hills, CA 90212
Tel: 310.274.1200
Fax: 310.274.1201
www.watsondispatch.com

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (64" AFF)

Project: San Mateo County Sheriff's Office

SanMateoCS.08.cmhvw

watson
DISPATCH

Sales Rep:

Quint Andrae

Project Manager:

Natalie Thorne

Project Designer:

Grace Nieland

REVISION: DESIGNER -
 REV 2: UPDTD IN HD4
 REV 3: UPDATED FP PER
 GOTO MTG NOTES
 REV 4: JEN - 06/07/2017 -
 UPDATED AUTOCAD FP
 REV 5: JEN - 06/23/2017 -
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 Training Room Layout
 REV 7: GLN - 05/02/2018 -
 Added Rack Mount
 Equipment
 REV 8: NT - 05/16/2018 -
 Removed existing tag from
 DP console & tagged with

Console
Plan 01
Full Room

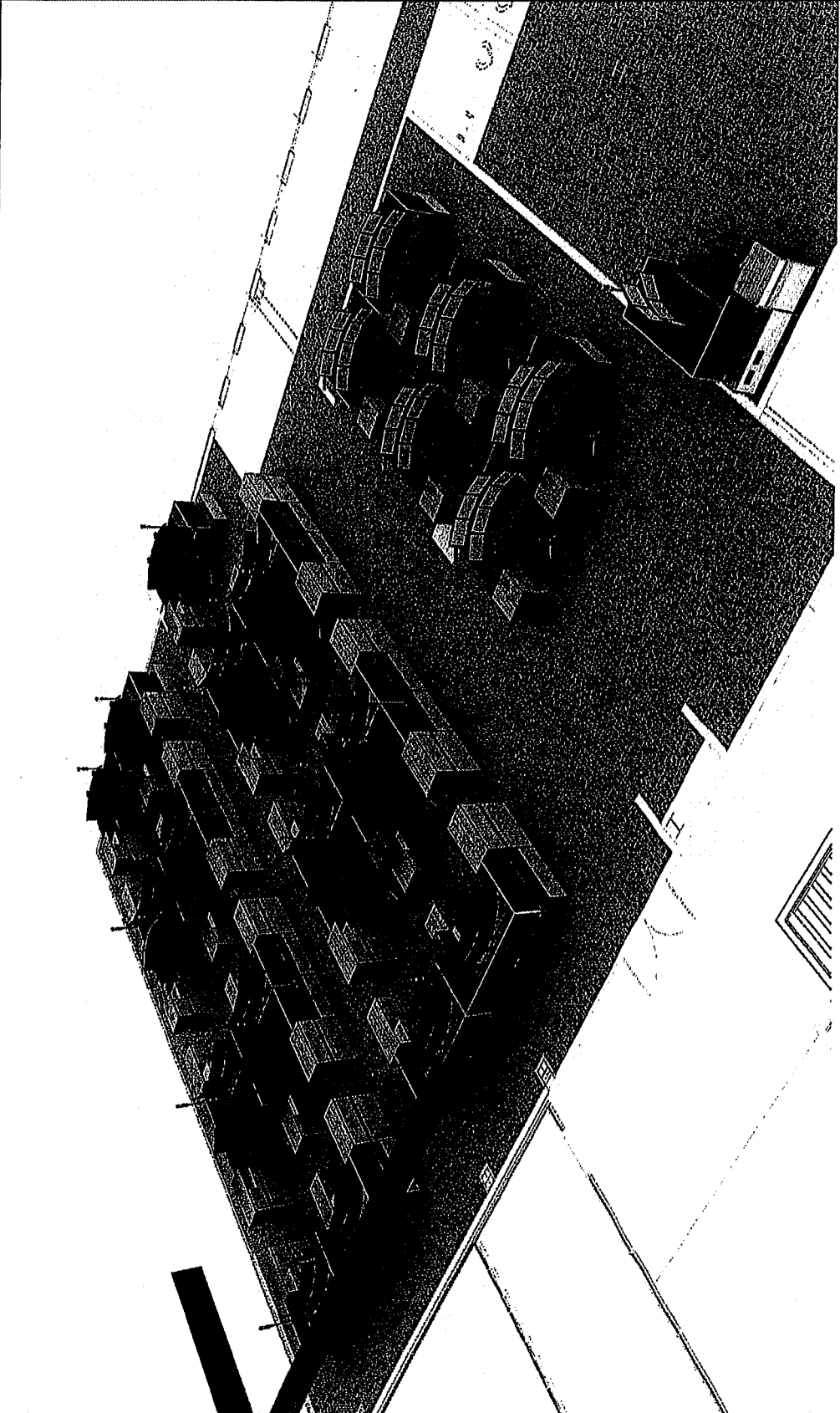
NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: RLS
Name

11/28/18
Date

H. D. R. E. I. V.
Title

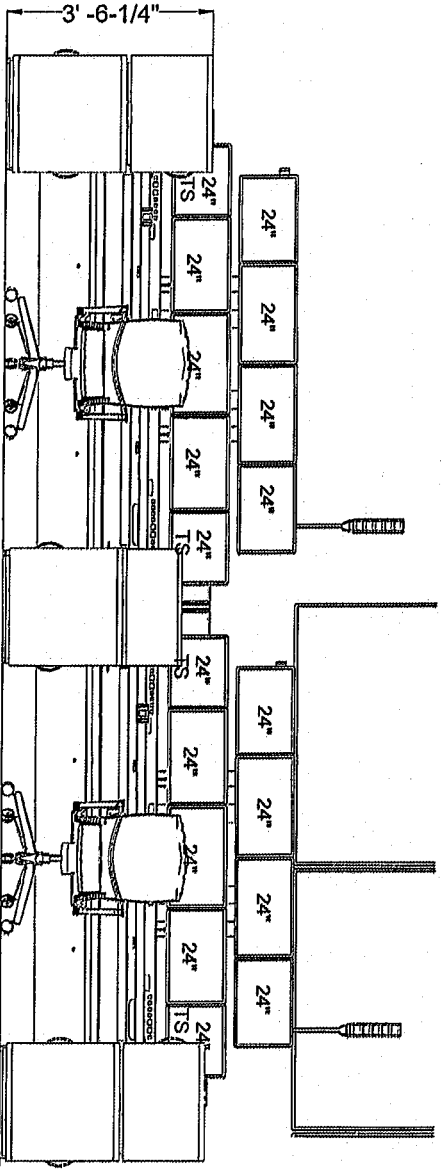
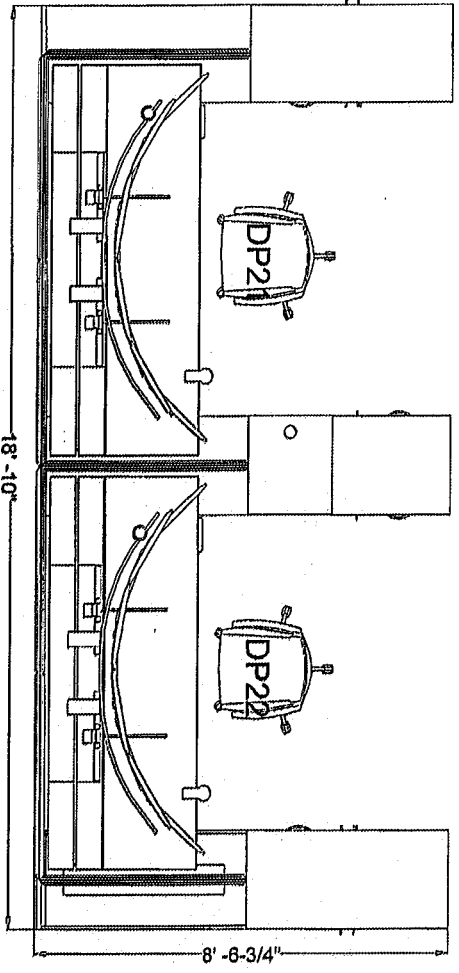
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 2018 Watson Dispatch Console, Inc.
 10000 S. 10th St.
 Suite 100
 Phoenix, AZ 85042
 602.998.1234



Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)

Project: San Mateo County Sheriff's Office

SanMateo/CS 01a.dwg



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

Approved By: *AKS*

Date: 11/20/18

Title: A19

watson
DISPATCH

Sales Rep: Quint Andrae

Project manager: Natalie Thorne

Project Designer: Grace Nieland

- REVISION: DESIGNER -
- REV 2: UPD'D IN HD4
 - REV 3: UPDATED FP PER GOTO. MTG NOTES
 - REV 4: JEN - 06/07/2017 - UPDATED AUTOCAD FP
 - REV 5: JEN - 06/23/2017 - UPDATES TO DC 1 & REV 00-F03 IMPORT
 - REV 6: GLN - 04/19/2018 - UPdated Accessories & Training Room Layout
 - REV 7: GLN - 05/02/2018 - Added Rack Mount
 - Equipment
 - REV 8: NT - 05/16/2018 - Removed existing tag from DP console & tagged with

Console
Plan 01
Typical A

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Project: San Mateo County Sheriff's Office

Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)



Sales Rep:
Quint Andrae

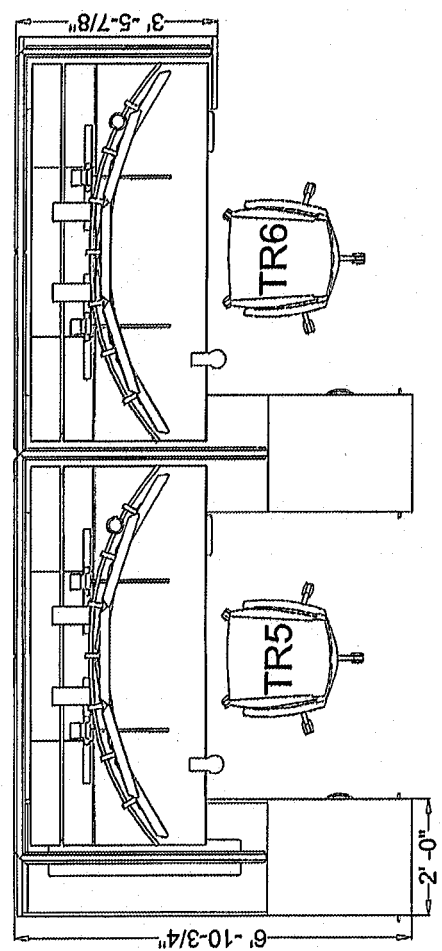
Project Manager:
Natalie Thorne

Project Designer:
Grace Niefelard

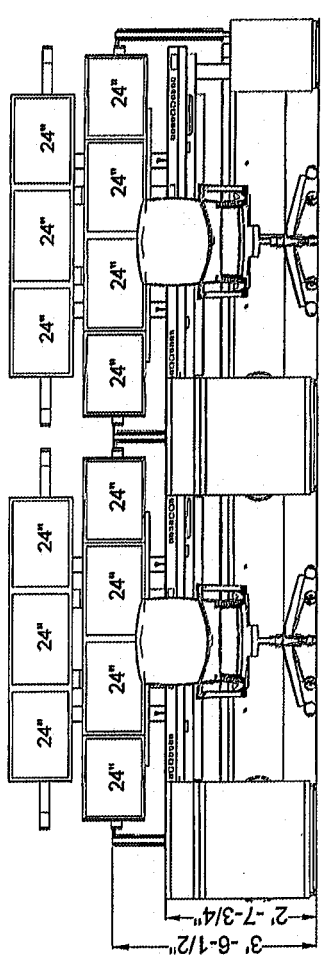
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Training Room Layout
REV 7: GLN - 05/02/2018 -
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Equipment
REV 8: NT - 05/16/2018 -
Removed existing tag from
DP console & tagged with

Console
Plan 01
Typical B

2580 Janda Drive, Long NY
10004
Tel: 845.331.1000
Fax: 845.331.1001
2018 Watson Dispatch Consoles, All Rights Reserved



Scale: 1/2" = 1'

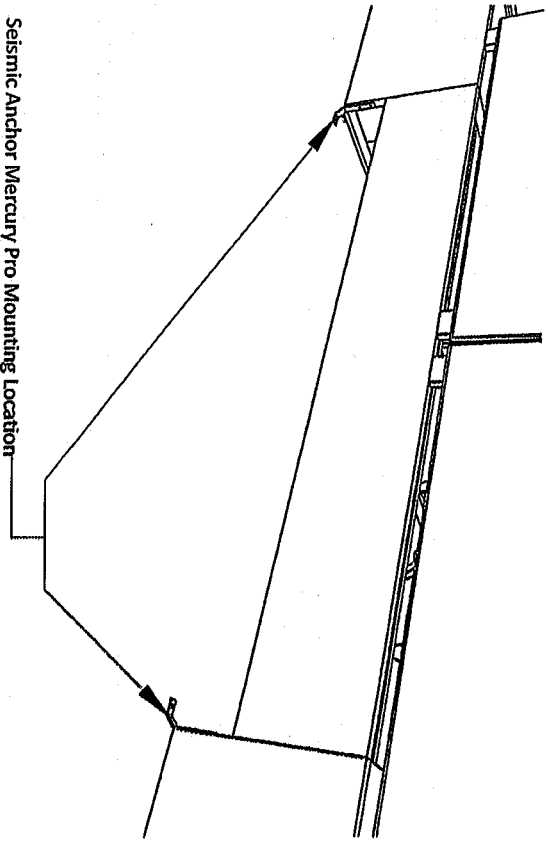
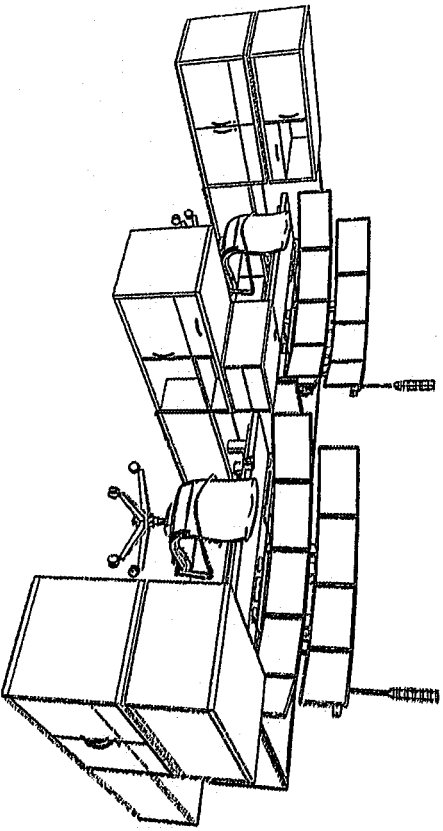


Scale: 1/2" = 1'

Approved: *[Signature]* Date: *11/20/11*
Name: *WILLIAMS* Title: *AID*

NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols that are correct. In turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

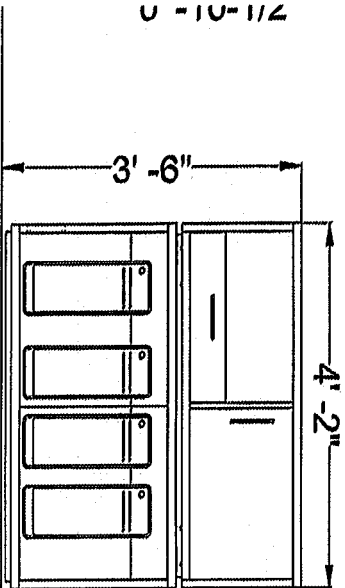
Mercury Dispatch Consoles - 96" & 78" Primaries - 42" Screens + Acrylic (54" AFF)



NOTE: Verify all building dimensions on-site prior to purchase or installation of product. Watson agrees to provide product Symbols and, in turn, the agent or customer is responsible for providing accurate building plans, including dimensions, features, and information required for space planning and installation.

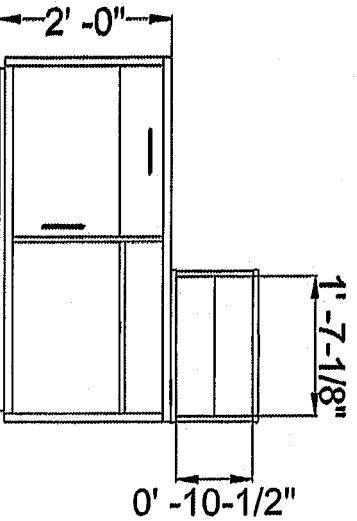
Project: San Mateo County Sheriff's Office

Scale: 3/4" = 1'



Scale: 3/4" = 1'

Tech & Personal Storage



Scale: 3/4" = 1'

Personal Team Base Storage

Approved By: *[Signature]* Date: *12/21/16* Title: *AVD*

watson
DISPATCH

Sales Rep:

Quint Andrae

Factory P/N:

Natalie Thome

Prepared By:

Grace Niland

REVISION: DESIGNER -

REV 2: UPD TD IN HD 4

REV 3: UPDATED FP PER

GOTO MTG NOTES

REV 4: JEN - 06/07/2017 -

UPDATED AUTOCAD FP

REV 5: JEN - 06/23/2017 -

UPDATES TO DC1 & REV

00-F03 IMPORT

REV 6: GLN - 04/19/2018 -

Updated Accessories &

Training Room Layout

REV 7: GLN - 05/02/2018 -

Added Rack Mount

Equipment

REV 8: NT - 05/16/2018 -

Removed existing tag from

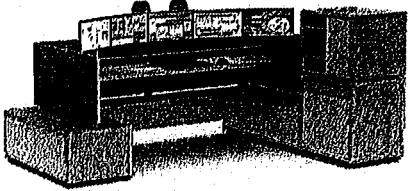
DP console & tagged with

Console
Plan 01
Typical A
Details

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2018 Watson, Inc. All Rights Reserved
2018 Watson, Inc. All Rights Reserved

MERCURY FINISH SCHEMES

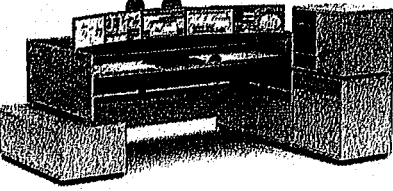
Choose from one of the following eight recommended finish designs or specify your own from the a la carte selection. Please check mark and initial within the finish box to verify your selection. If you select a predesigned finish family, also check mark the Fabric Option box to indicate which one you are choosing.



Teton

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crisp Linen	Blond Echo	Fashion Gray	Fashion Gray	Orbit Possible	L2 Value

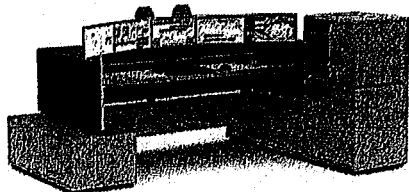
Teton _____ Initial here Hardware Silver



Yosemite

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
High Rise	Fusion Gray	Fusion Gray	Fusion Gray	Sprite Linen	Anchorage 60w

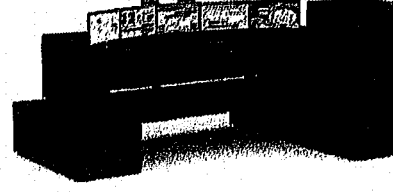
Yosemite _____ Initial here Hardware Silver



Olympic

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crisp Linen	Satin Gray	Satin Gray	Satin Gray	L2 Radius	L2 Value

Olympic _____ Initial here Hardware Silver



Everglade

WORKSURFACE	STORAGE EXTERIOR	STORAGE INTERIOR	EDGE TREATMENT	FABRIC OPTION 1	FABRIC OPTION 2
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mudagncor	Charcoal	Charcoal	Charcoal	L2 Radius	L2 Algebra

Everglade _____ Initial here Hardware Black

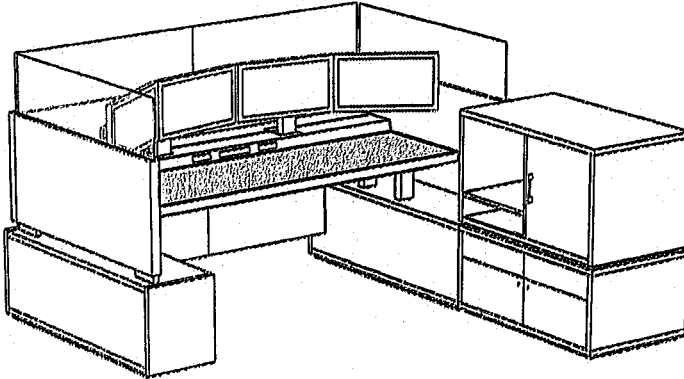
watsonconsoles

26246 Twelve Trees Lane NW, Poulsbo, Washington 98370
360.394.1300 service@watsonfg.com July 2017

Match Finish Scheme of existing consoles

Specification Logic - Mercury

(A) Worksurface Laminate



Listed for Customer



High Rise



White Cypress

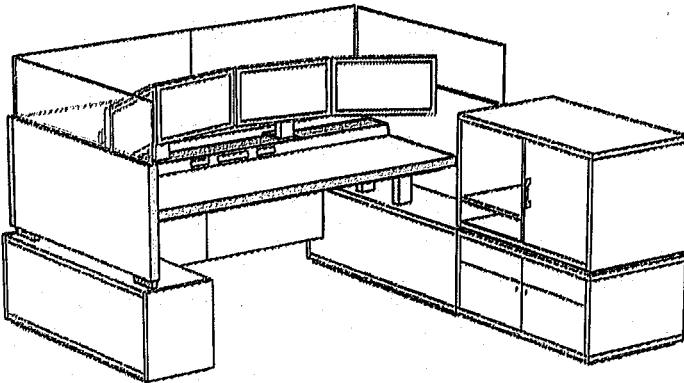


Grip Linen



Available in Frontier
All Standard HPL finishes

(B) Edge Treatment



Listed for Customer

Fashion Grey

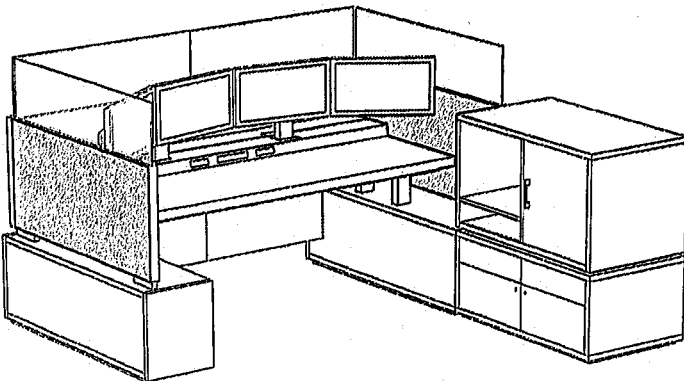


Charcoal

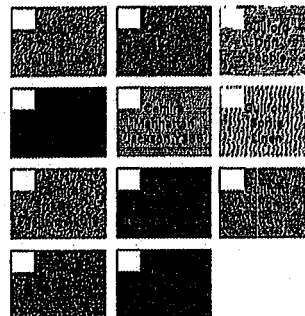


Worksurface Edge + Front Dash Lids +
Screen Trim

(F) Screen Fabric



Listed for Customer



Available in Frontier
GOM Sprite, Anchorage and
Drift patterns

watsonconsoles

26246 Twelve Trees Lane NW, Poulsbo, Washington 98370
360.394.1300 service@watsonfg.com July 2017

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Watson Furniture Group Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

C Corporation S Corporation Partnership Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
26246 Twelve Trees Lane NW

6 City, state, and ZIP code
Poulsbo, WA 98370

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					

or

Employer identification number									
9	1	-	0	8	3	6	9	8	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 1/4/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

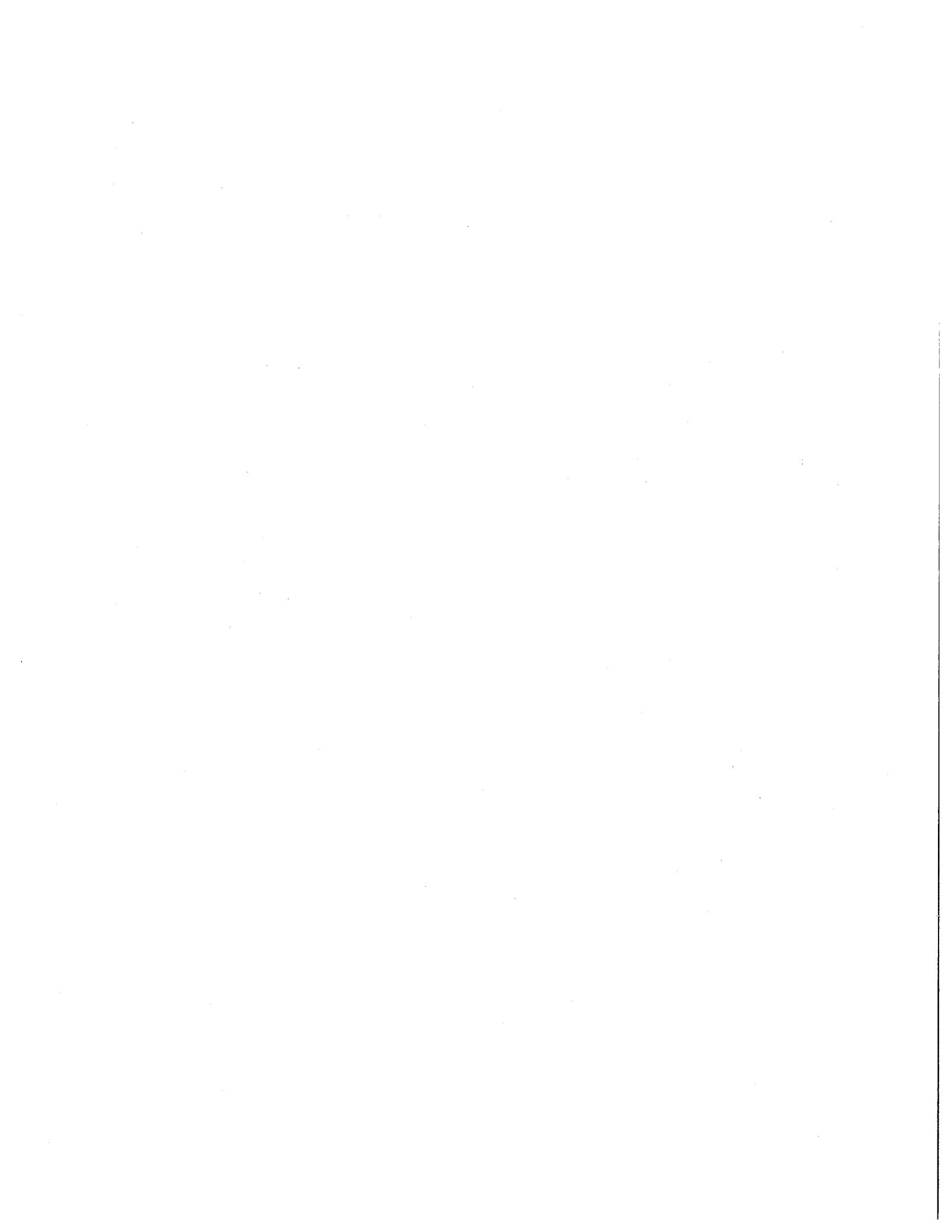
FOR COUNTY DEPARTMENT USE ONLY

I approve this addition of a new PEID/vendor record or requested changes to existing PEID record.

Date Requested: 8/29/17

Requester Name: Christine Hollender

Authorized A/P Approver Signature: R. Laws





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/15/2019

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).

PRODUCER WA#877030 AssuredPartners of Washington, LLC dba MCM AssuredPartners of Wash. Ins. Agency, LLC CA Lic 0K61066 1325 Fourth Avenue, Suite 2100 Seattle, WA 98101	1-206-343-2323	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Watson Furniture Group, Inc. 26246 Twelve Trees Lane NW Poulsbo, WA 98370		INSURER(S) AFFORDING COVERAGE INSURER A: CONTINENTAL WESTERN INS CO INSURER B: TRAVELERS PROP CAS CO OF AMER INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10804 25674	

COVERAGES

CERTIFICATE NUMBER: 55632280

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	CPA6022532	09/01/18	09/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CPA6022532	09/01/18	09/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP15T0663618NF	09/01/18	09/01/19	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

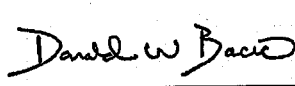
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per the attached endorsement the following is included as additional insured:
County of San Mateo and its officers, agents, employees, and servants

30 Days Notice of Cancellation applies

CERTIFICATE HOLDER

CANCELLATION

County of San Mateo 1402 Maple Street Redwood City, CA 64063 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	\$10,000
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss Of Earnings	\$ 3,000 \$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(8)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an

additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(2) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured.

(4) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(5) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:
 - (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(6) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(7) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(8) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion 2.a. **Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. **Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph 2.a. **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, the greater of:
 - a. \$300,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to

you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9. "Insured contract"** of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

If **Coverage C – Medical Payments** is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph **f.(1)** of Definition **12. "Mobile equipment"** of **Section V – Definitions** is deleted and replaced by the following:

(1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of Section II – Who Is An Insured is deleted and replaced by the following:

- 3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:
 - a. Majority interest of more than 50% if you are a corporation;
 - b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or
 - c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) Section I – Coverage B – Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization,

partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of Section II – Who Is An Insured is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of Section II – Who Is An Insured;
- b. Current joint venture; or
- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions:**

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLATINUM ENHANCEMENT COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following coverage is added:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS INCLUDING PRIMARY NON-CONTRIBUTORY

1. **Section II - Who is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you are required by virtue of a written contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy.

2. The insurance provided to the additional insured is limited as follows:

a. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- (1) Acts or omissions of the Named Insured; or
- (2) The acts or omissions of those acting on behalf of the Named Insured;

in the performance of the Named Insureds work for the additional insured(s) specified in the written contract provided the contract or agreement requires you to provide the additional insured such coverage and is:

- i. Currently in effect or becomes effective during the term of this policy; and
- ii. Was executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

b. If the written contract specifically requires you to provide additional insured coverage via the 10/01 edition of CG2010 (aka CG 20 10 10 01) or via the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in

paragraph 2.a. above, the words *caused in whole or in part by* are replaced by the words *arising out of*.

c. The insurance afforded to such additional insured only applies to the extent permitted by law; and

d. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

e. This insurance ends at the earliest of the following times:

(1) When any Named Insured(s) work called for in the written contract has been completed

(2) When all of any Named Insured(s) work done at a job site has been completed if the written contract calls for work at more than one job site

(3) When that part of any Named Insured(s) work done at a job site has been put to its intended use by any person or organization other than the Named Insured or those acting on the Named Insured(s) behalf.

Work that may need service, maintenance, correction, repair or replacement, but is otherwise complete, will be treated as completed

f. This insurance does not apply to any additional insured scheduled on your policy by separate endorsement.

g. For purposes of paragraph A. of this endorsement, the terms "you" and "your" refer to the Named Insured shown in the Declarations.

3. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- a. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (1) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - (2) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
- b. Subject to Paragraph c. below, professional services include:
 - (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- c. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your ongoing operations.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. Limits of Insurance

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

5. Other Insurance

For purposes of this endorsement, the following is added to the **Section IV - Commercial General Liability Conditions, 4. Other**

Insurance condition and supersedes any provision to the contrary:

This insurance is excess of all other insurance available to an additional insured whether on a primary, excess, contingent or any other basis. But, if required by a written contract or written agreement to be primary and noncontributory, this insurance will be primary to and will not seek contribution from any insurance on which the additional insured is a Named Insured.

No other coverage or limit in the policy applies to loss or damage insured by this coverage.

- B. The following coverage is added:

CONTRACTUAL LIABILITY - RAILROADS

1. With respect to operations performed for a Railroad within 50 feet of railroad property, the definition of "insured contract" in **Section V - Definitions** is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under

which you assume the tort liability of another party to pay for "bodily injury" or property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

2. Other Insurance

For purposes of this endorsement, the following is added to the **Section IV - Commercial General Liability Conditions, 4. Other Insurance** condition and supersedes any provision to the contrary:

This insurance is excess of all other insurance that is Railroad Protective Liability or similar coverage for "your work" performed for a Railroad. But, if required by a written contract or written agreement to be primary and noncontributory, this insurance will be primary to and will not seek contribution from any insurance on which the Railroad is a Named Insured.

No other coverage or limit in the policy applies to loss or damage insured by this coverage.

C. The following coverage is added:

NON-EMPLOYMENT DISCRIMINATION LIABILITY

This coverage contains a **DEFENSE WITHIN LIMIT** provision: The limit of liability for "Non-employment discrimination" coverage available to

pay settlements or judgments will be reduced, and may be exhausted, by defense expenses.

The following is added to paragraph 14. **"Personal and advertising injury" SECTION V -**

DEFINITIONS OF COMMERCIAL GENERAL LIABILITY COVERAGE FORM:

- h. "Non-employment discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations. "Non-employment discrimination" does not include violation of civil rights arising out of past, present or prospective employment.

Any obligation to the insured to pay "non-employment discrimination" liability damages on your behalf applies only to the amount of damages in excess of \$5,000 deductible as the result of any one offense regardless of the number of persons or organizations who sustain damages because of the offense.

The most we will pay for all damages for "non-employment discrimination" is **\$15,000 annual aggregate**. No other liability to pay sums or perform acts or services is covered.

Supplementary Payments - Coverage A and B do not apply to non-employment discrimination.

D. AGGREGATE LIMITS OF INSURANCE

The General Aggregate Limit under **SECTION III - LIMITS OF INSURANCE** applies separately to each of your:

1. Projects away from premises owned by or rented to you.
2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

When paragraph **B. Construction Project General Aggregate Limit** on form CL CG 00 20 is a part of this policy, then this endorsement CL CG 05 29 paragraph **D. Aggregate Limits Of Insurance** does not apply.

