

EXHIBIT A

**To Agreement by and between
 Monterey County Sheriff's Office, hereinafter referred to as "County"
 AND
 Marathon Engineering Corporation, hereinafter referred
 to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Furnish, deliver, and install Gold Medal Safety Padding to six (6) cells/rooms. Gold Medal Safety Padding will be installed on the room surfaces, per the table below. Safety padding shall be detailed to meet any vision light in the room door. When the walls are padded, the door assemblies are automatically included.

Removal of the safety padding from the six (6) cells/rooms.

Table 1

Room / Number	Approximate size	Surfaces Covered
Gold Medal Safety Padding		
Observation Cell 0-3	6'-0" x 8'-0" x 9'-0"	Walls, Door & Door frame, floor
Observation Cell 0-4	6'-0" x 8'-0" x 9'-0"	Walls, Door & Door frame, floor
Safety Cell S-1	6'-0" x 8'-0" x 9'-0"	Walls, Door & Door frame, floor
Safety Cell S-2	6'-0" x 8'-0" x 9'-0"	Walls, Door & Door frame, floor
Safety Cell S-3	6'-0" x 8'-0" x 9'-0"	Walls, Door & Door frame, floor
Womens Safety Cell	10'-0" x 7'-6" x 8'-0"	Walls, Door & Door frame, floor

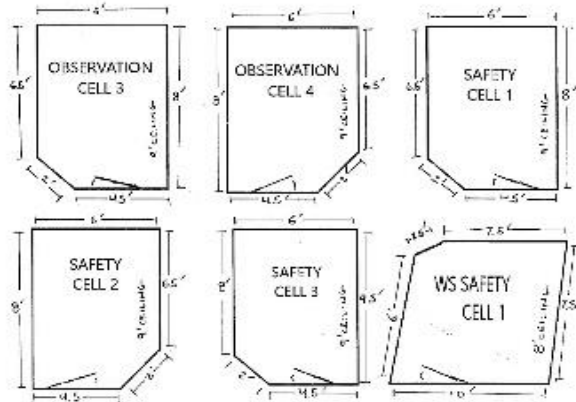
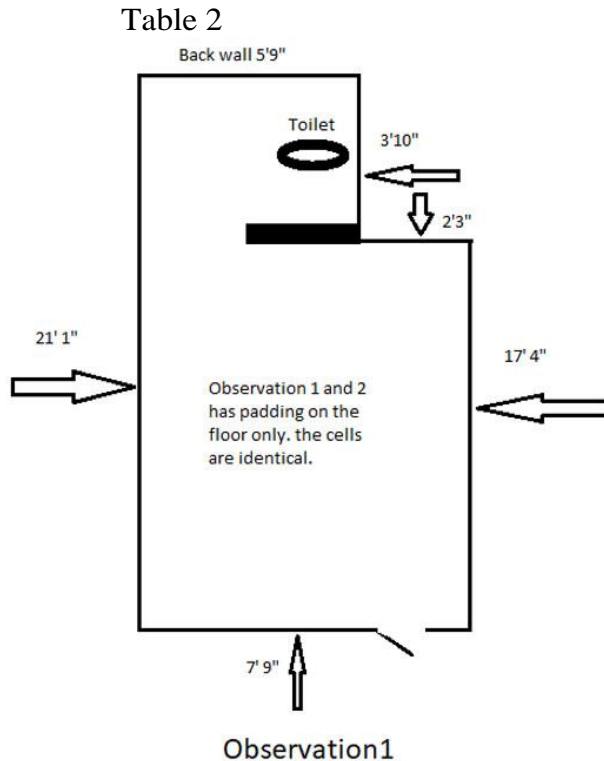


EXHIBIT A

CONTRACTOR will provide materials and labor to repair/refurbish the existing Gold Medal Safety Padding in Observation Cell O-1 and Observation Cell O-2.

Observation Cell O-1, remove the existing safety padding from the cell floor and privacy partition at the toilet area and install new Gold Medal Safety Padding on the floor and privacy partition.

Observation Cell O-2, remove the existing safety padding from the cell floor and privacy partition at the toilet area and install new Gold Medal Safety Padding on the floor and privacy partition.



Any variance in dimensions greater than 2% or any other surfaces to be padded (i.e. ceiling when not listed in both the plans and specifications) will need to be considered in the form of a written change order.

If errors or conflicts occur regarding the placement of the safety padding, refer to the scope of work statement above. CONTRACTOR shall request to revise the Scope of Work if the design intent differs from the above scope.

EXHIBIT A

One (1) mobilization of materials and crew to the job site. Temporary on-site safety padding protection is not included.

Typical installation time required per room is five (5) business days.

CONTRACTOR will supply a warranty for all material furnished and work performed for Table 1, and warranties that the safety padding will be free from defects due to defective materials or workmanship for one (1) year from the date of substantial completion, which is the last day that CONTRACTOR is physically working, excluding aesthetic, remedial, and punch list work. Movement of the substrate, water intrusion, damage by others, normal wear and tear, damage caused by furniture/equipment, color fading, and failures due to unforeseen conditions or damage caused, not resulting from actions of CONTRACTOR is not included in the warranty.

CONTRACTOR will supply a warranty (for Table 2) for all material furnished and work performed for Table 2. The warranty shall exclude aesthetic, remedial, and punch list work. The install Gold Medal Safety Padding shall be free from defects due to defective materials or workmanship for one (1) year from the date of substantial completion, which is the last day CONTRACTOR is physically working on job site.

A.2 County shall provide the following:

Provide two (2) separate circuits with 110 volts, 1 phase, and 20 Amp current power.

Artificial light no less than 40-foot candles shall be in each work area.

Storage space within the building or on the project site that is dry and securable.

Attests that there is no contamination in the concrete substrate for the system to be installed.

Attests an effective vapor barrier exists under all concrete slabs on grade in areas receiving safety padding.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$191,657 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of

EXHIBIT A

Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Payment	
Project 1 - Six (6) cells/rooms	
Materials	\$ 99,022
Labor	\$ 54,740
Project 2 - Observation (2) Cells	
Materials	\$ 22,737
Labor	\$ 15,158

MCSO will pay \$30,000 of the \$99,022 initially to get the project #1 started.

Payments after that will be done as material is purchased and for labor cost, however, \$20,000 will be held until the project is completed, accepted and approved by MCSO.

MCSO will pay \$5,000 of the \$22,737 initially to get the project #2 started.

Payments after that will be done as material is purchased and for labor cost, however, \$6,000 will be held until the project is completed, accepted and approved by MCSO.

Prevailing Wages: CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

DIR Registration: During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code. CONTRACTOR shall also fully comply with all SB 854 requirements.

Posting of Prevailing Wages at Job Site: CONTRACTOR and MCSO agree that CONTRACTOR shall be responsible for posting a copy of the determination of the prevailing wage rate of per diem wages at each job site for which CONTRACTOR provides services under this agreement to remain compliant with California Labor Code 1773.2.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

EXHIBIT A

Invoicing may occur at any time of the month or year, following completion of a maintenance service or emergency service event. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

MCSOSheriff.Fiscal@co.monterey.ca.us

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

Monterey County Sheriff/Coroner's Office
Attention: Fiscal Unit Accounts Payable
1414 Natividad Road
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15th of that year to facilitate the County's year end close.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

CONTRACTOR shall be compensated on a per project basis for the performance of all things necessary for or incidental to the performance of work as set forth in this Scope of Work and each MCSO approved project/proposal.

CONTRACTOR shall provide invoices at the completion of each project which lists at a minimum labor and materials separately and includes applicable tax.

Sales tax shall be listed separately where applicable in every proposal: Sales tax for taxable products and services will be included at the current sales tax rate for the City of Salinas.

CONTRACTOR is responsible for audit exceptions or disallowed costs incurred by its organization or that of its subcontractors.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.