



MARATHON ENGINEERING CORPORATION

EXHIBIT B

5615 2<sup>nd</sup> STREET WEST  
 LEHIGH ACRES, FL 33971  
 PH: (239) 303-7378 FX: (239) 303-7364

Quote # 2024-1028.1

1/14/2024

**PROJECT QUOTE:** Monterey County Sherriff's Office

**SECTION:** Safety padding Repair/Refurbish with Gold Medal Safety Padding

**PROJECT LOCATION:** 1414 Natividad Road, Salinas, CA 93906

**CONTACT:** Miguel Morfin, Monterey County Sherriff's Office, [MorfinM@co.monterey.ca.us](mailto:MorfinM@co.monterey.ca.us)

**SCOPE OF WORK:** Provide the materials and labor to repair/refurbish the existing Gold Medal Safety Padding in the above-referenced facility. Unless noted otherwise, this quote is limited to refinishing the repaired area only. As such, the topcoats of the finish material may not be an exact match to the existing topcoats in the facility. Photos of the damage are attached at the end of this quote. The owner shall furnish a suitable dumpster to dispose of the removed safety padding.

Scope of work:

1. 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.
2. 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.

This quote includes one mobilization and is valid for sixty (60) from the day of the quote. Any applicable permits/license fees and applications are not included and will be completed by others.

**PRICE:** \*\*\* Thirty-seven thousand eighty-nine dollars (\$37,895) \*\*\*

**PAYMENT DISCOUNT:** Marathon Engineering Corporation offers a 9.25% (\$3,505) discount for payment in full at the time of contract issuance.

**PAYMENT TERMS & CONDITIONS:**

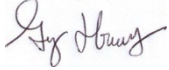
(1-1-2023)

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1. Pricing is derived from the dimensions and the Scope of Work that is expressly listed in this quote. Unless otherwise indicated, Any variance in sizes greater than 2% or any other surfaces to be padded (i.e., ceiling when not listed) will need to be considered in the form of a written change order.
  2. ~~A CHECK OR CREDIT CARD FOR A NON-REFUNDABLE DEPOSIT OF FIFTY PERCENT (50%) IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE WE ARE CURRENTLY 60-90 DAYS OUT FROM SCHEDULING FROM THE DATE OF THE CONTRACT & DEPOSIT.~~
  3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
  4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply a warranty for all material furnished and work performed in conjunction with the above-referenced project, per the Contract Documents and authorized modifications. The warranty shall exclude aesthetic, remedial, and punch list work. The installed 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 that Marathon Engineering Corporation is physically working on the project job site.
  5. Pricing excludes any payment or performance bonding.
  6. If any special consideration is required to meet your project's requirements, you must negotiate the additional pricing for this special accommodation when the contract is established. Pricing is based on Marathon Engineering Corporation's normal work schedules and delivery. This quote does not incorporate accommodation for overtime work, weekend work, overnight work, or double shifts in the factory to accommodate expedited delivery.
  7. Pricing **INCLUDES** prevailing wages.

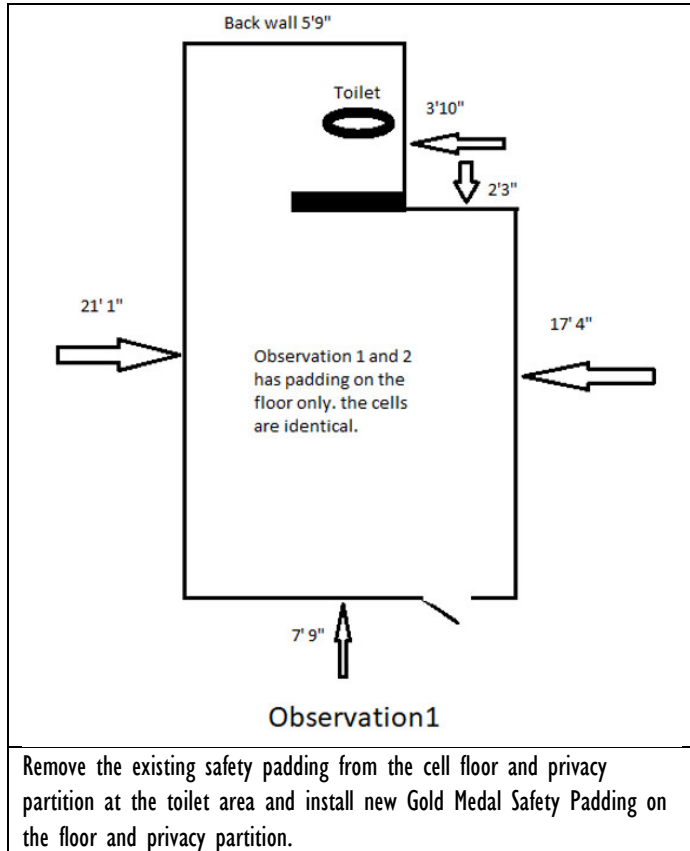
**EXPIRATION:** This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing. Please do not hesitate to contact me with any questions or if I can assist. I can be reached at our offices at (239) 303-7378 or via email at [ghrunka@marathonengcorp.com](mailto:ghrunka@marathonengcorp.com)

Thank you once again for your consideration.

Sincerely,



George Hrunka, President & CEO





**MARATHON ENGINEERING CORPORATION**

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 LEHIGH ACRES, FL 33971  
 PH: (239) 303-7378 FX: (239) 303-7364

EXHIBIT B

Quote # 2024-1028.2

5/15/2024

**PROJECT QUOTE:** Monterey County Sherriff's Office

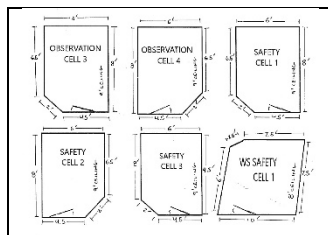
**SECTION:** Gold Medal Safety Padding

**PROJECT LOCATION:** 1414 Natividad Road, Salinas, CA 93906

**CONTACT:** Estimating

**SCOPE OF WORK:** Furnish, deliver, and install Gold Medal Safety Padding to six (6) rooms at the above facility. Gold Medal Safety Padding is 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. This quote includes the removal of the safety padding in these cells. No removal of existing padding is included This quote includes one mobilization and is valid for 60 days from the day of the quote. Any applicable permits/license fees and applications are not included and will be completed by others.

Room / Number	Approximate size	Surfaces Covered
<b>Gold Medal Safety Padding</b>		
Observation Cell O-3	6'-0" x 8'-0" x 9'-0"	Walls, Door & Door frame, floor
Observation Cell O-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



**PRICE:** \*\*\* One hundred fifty-three thousand seven hundred sixty-two dollars (\$153,762)\*\*\*

**PAYMENT DISCOUNT:** Marathon Engineering Corporation offers a 9.25% (\$14,223) discount for payment in full at the time of contract issuance.

**PAYMENT TERMS & CONDITIONS:**

(1-14-2022)

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~~1. DIMENSIONS: This pricing is derived from the measurements and Scope of Work expressly listed in this quote unless otherwise indicated. 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. When errors or conflicts occur in the contract documents regarding the placement of the safety padding, we will clarify our quote via the scope of work statement. Marathon Engineering shall be requested to revise the Scope of Work if the design~~

~~intent differs from this scope of work before entering a contract. Failure to bring a required correction to the scope of work stated above to our attention rests with the entity entering this contract.~~

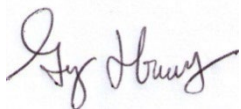
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2. ~~**PAYMENT TERMS:** A forty percent (40%) non-refundable deposit is due before the commencement of material production. The remaining payment terms are Net 30 from the date of invoice. Minor touch-ups/punch list items or owner delays shall not hinder payment. If full payment is not received within the allotted period; in that case, the Customer shall agree to pay Marathon's attorney fees and other costs of collection incurred by Marathon Engineering Corporation and a late monthly charge of 1.5% per month of all outstanding amounts. For projects with more than four (4) individual rooms, it is understood that Marathon Engineering Corporation will be paid for fabricated products stored at its plant within thirty (30) days of the invoice date. Marathon Engineering Corporation will issue appropriate Bills of Sale and carry insurance protecting such products.~~
  3. **POWER REQUIRED:** The Customer must provide two (2) separate circuits with 110 Volts, 1 phase, and 20 Amp current power. Artificial light no less than 40-foot candles must be in each work area.
  4. **INSURANCE & BONDING:** Marathon Engineering Corporation agrees to maintain sufficient Worker's Compensation and Liability insurance. Upon request, copies of certificates reflecting such coverage shall be provided to the Customer. **Pricing excludes any payment or performance bonding.**
  5. **MOBILIZATION:** Unless otherwise stated within the above Scope of Work, pricing includes one (1) mobilization of materials and crew to the job site.
  6. **STORAGE & REFUSE:** Marathon Engineering will be provided with storage space within the building or on the project site that is dry and securable.
  7. **CONCRETE SUBSTRATE:** The Customer/Contractor attests that:
    - a. There is no contamination in the concrete substrate for the system to be installed;
    - b. The Customer/Contractor attests an effective vapor barrier exists under all concrete slabs on grade in areas receiving safety padding.

Marathon Engineering Corporation will not warranty the failure of the Safety padding system due to slab vapor transmission or contamination in the concrete discovered after safety padding installation has begun.
  8. **RETURNS & CANCELLATION:** Material is non-returnable. Once ordered, the Customer is fully responsible for payment.
  9. **SCHEDULING:** This quotation does not imply or guarantee any specific dates for scheduling. Installation schedules will be finalized once a contract or purchase order is established.
  10. **PROTECTION OF WORK:** Temporary on-site safety padding protection is not included.
  11. **WARRANTY:** Marathon Engineering Corporation, the manufacturer, and installer for Gold Medal Safety Padding™, will supply a warranty for all material furnished and work performed in conjunction with the above-referenced project, per the Contract Documents and authorized modifications to it, 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 Marathon Engineering Corporation is physically working on the project job site 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 Marathon Engineering Corporation, is not included in the warranty. Marathon Engineering makes no express or implied warranty of fitness for the intended purpose. The Customer is solely responsible for determining whether the product furnished is suitable for the Customer's intended use.
  12. **PRICING:** This pricing is based on Marathon Engineering Corporation's regular work schedules and delivery. This quote does not incorporate accommodation for Liquidated Damages, overtime work, weekend work, overnight work, or double shifts in the factory to accommodate expedited delivery. If any special consideration is required to meet your projects requirements, you must negotiate the additional pricing for this particular accommodation at the time that the contract is established
  13. **45-DEGREE WALL TRIM:** Top of wall and bottom of wall safety padding 45-Degree wall trim elements are not included in this quote unless expressly noted in the scope of work section above. If this trim element is needed to meet an existing wall base or ceiling detail, we must be notified immediately to adjust the quote pricing to include these elements.
  14. **INSTALLATION TIME PER ROOM:** Typical installation time required per room is five (5) business days.
  15. **PREVAILING WAGE:** Pricing **includes** prevailing wages.

**EXPIRATION:** This Contract Proposal expires sixty (60) calendar days from the date issued unless earlier withdrawn or extended in writing. Please do not hesitate to contact me with any questions or be of any assistance. I can be reached at our offices at (908) 285-5905 or via email at [ghrunka@marathonengcorp.com](mailto:ghrunka@marathonengcorp.com)

Thank you once again for your consideration.

Regards,



George Hrunka

President & CEO, Marathon Engineering Corporation