



## MARATHON ENGINEERING CORPORATION

5615 2<sup>nd</sup> STREET WEST

LEHIGH ACRES, FL 33971

PH: (239) 303-7378 FX: (239) 303-7364

Quote # 2019-1503.2

3/26/2020

**PROJECT QUOTE:** Williamson County jail

**SECTION:** Gold Medal Safety Padding

**PROJECT LOCATION:** 306 W 4th St, Georgetown, TX 78626

**CONTACT:** Edward Williams, Commander — Jail Operations Williamson County Sheriff's Office, [Edward.Williams@wilco.org](mailto:Edward.Williams@wilco.org)

**SCOPE OF WORK:** Furnish, deliver and install Gold Medal Safety Padding to one (1) wall at the above facility. The wall in the main intake corridor is approximately 10'-0" x 7'-4" in height. Gold Medal Safety Padding is to be installed on the wall, on one side of the intake corridor. The safety padding shall start at the floor. Left, right and top edges shall be trimmed off with 45-degree padding trim. This quote includes one mobilization and is valid for 60 days from day of quote. Any applicable permits/license fees and applications are not included and will be completed by others.

**PRICE:** \*\*\*Eight Thousand Two Hundred Twenty-Nine Dollars (\$8,229)\*\*\*

**PAYMENT DISCOUNT:** Marathon Engineering Corporation offers a 9.25% (\$761) discount for payment in full at the time of contract issuance.

### **PAYMENT TERMS & CONDITIONS:**

(11.18.18)

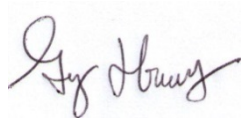
1. **DIMENSIONS:** Pricing is derived from the dimensions and the Scope of Work that is expressly listed in this quote unless otherwise indicated. Any variance in dimensions greater than 2% or any additional surfaces to be padded (i.e. ceiling when not listed in both the plans and specifications) will 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. If the design intent differs from this **scope of work** Marathon Engineering shall be requested to revise the scope of work prior to entering into a contract. Failure to bring a required correction to the scope of work stated above to our attention rests with the entity entering into this contract.
2. **PAYMENT TERMS:** Remaining payment terms are Net 30 from the date of invoice. Minor touch-ups/punch list item or owner delays shall not hinder payment. If full payment is not received within the allotted period, Customer agrees to pay Marathon's attorney fees and other cost of collection incurred by Marathon Engineering Corporation and a monthly late charge of 1.5% per month of all outstanding amounts. For projects in excess of 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 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 power of 110 Volts, 1 phase and 20 Amp current. Artificial light no less than 40-foot candles must be in each work area.
4. **INSURANCE & BONDING:** Marathon Engineering Corporation agrees that it will maintain sufficient Worker's Compensation and Liability insurance. Copies of certificates reflecting such coverage shall be provided to the Customer upon request. Pricing excludes any payment or performance bonding.
5. **MOBILIZATION:** Unless otherwise stated within above Scope of Work, pricing includes one (1) mobilization of materials and crew to the jobsite.
6. **STORAGE & REFUSE:** Marathon Engineering will be provided with a storage space within the building or on the project site that is dry and securable

7. **CONCRETE SUBSTRATE:** The Customer/Contractor attests that (1) there is no contamination in the concrete substrate for the system to be installed; (2) the Customer/Contractor attests that there is an effective vapor barrier under the concrete substrate for the system to be installed for all areas where the substrate is slab on grade. Marathon Engineering Corporation will not warranty the failure of the Safety padding system due to through slab vapor transmission or contamination in the concrete discovered after 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 contract or purchase order is established.
10. **PROTECTION OF WORK:** Protection of work after completion of installation is not included.
11. **WARRANTY:** Marathon Engineering Corporation, the manufacturer, and installer for Gold Medal Safety Padding™, will supply warranty for all material furnished and work performed in conjunction with the above referenced project, in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of 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 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. Marathon Engineering makes no express or implied warranty of fitness for a purpose and customer is solely responsible for determining whether or not work product furnished is suitable for Customer's intended use.
12. **PREVAILING WAGE:** Pricing DOES NOT include 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 be of any assistance. I can be reached at our offices at (908) 285-5905 or via email at ghrunka@earthlink.net

Thank you once again for your consideration.

Regards,



George Hrunka

President & CEO, Marathon Engineering Corporation