



Cornerstone Detention Products, Inc.  
 East Coast Regional Office  
 621 Poole Drive, Garner, NC 27529  
 Phone (919) 779-0006, Fax (919) 325-4326  
[www.cornerstonedetention.com/services/](http://www.cornerstonedetention.com/services/)  
 NC ASLB - Lic. No. 2543-CSA  
 SC ASLB No. BAC-13857, VA DCJS No. 11-9615  
 MD SSAL - Lic. No. 107-2037

## Contact Information Sheet

Date: **January 5, 2021**

To: **Durham County**

Project: **Safety Padded Cells at DCo Detention Center**

### Scope of Work

#### **Part 1 - Furnish, deliver, and install Gold Medal Safety Padding to five (5) cells at the Durham County Jail.**

##### **1.1 - Gold Medal Safety Padding**

- **Booking / Intake Cell:** Remove knee wall, toilet, metal bench, before installation of padding. PLEASE SEE 2.6.
- Furnish and Install Gold Medal Safety Padding to the walls, door, door frame and floor of one (1) Booking / Intake Cell. Padding to be detailed to meet any vision light in the room door which includes around existing wall mounted light IF LEFT IN PLACE.
- **Typical Cell:** Remove toilet, metal bench, desk, metal bunk, before installation of padding. Toilet to be reinstalled after installation of padding. PLEASE SEE 2.6
- Furnish and Install Gold Medal Safety Padding to the walls, door, door frame and floor of four (4) Typical Cells. Padding to be detailed to meet any vision light in the room door which includes around existing wall mounted light IF LEFT IN PLACE. Two (2) of Typical Cells to have food tray ports to be accommodated with padding installation.

#### **Part 2 - Clarifications:**

- 2.1 - Facility to provide dedicated escorts and secure work areas to Contractor. 2.2 - Work hours to be 8:00AM to 5:00PM, M-F.
- 2.3 - Cells to receive safety padding are Booking / Intake Cell #4, and Typical Cells - Pod-3B Cell #23, Pod-3AS Cell #25, Pod-3CN Cell #1, Pod-5D Cell #1.
- 2.4 - Facility to provide storage place for removed items from cells while installation of padding prior of re-installation of toilets and lights (if removed).
- 2.5 - Removed items from cells that will not be re-installed to be returned to owner.
- 2.6- **Light Fixtures** to be left in place. If they are removed or relocated a licensed Electrical Contractor will have to be called in which is **NOT** included in this proposal.
- 2.7- In reference to product lead-times, please see Attachment 'A'.



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*102720 Durham County Safety Padded Cell at DCo Detention Center RFP No. 21-007*

**Part 3 - General Notes:**

- 3.1 - We are not responsible for broken or damaged materials (except that caused by our own employees) nor for the protection of same.
- 3.2 - We will perform periodic clean-up of waste generated by our work and deposit debris into containers or dumpsters provided by others. Suitable secured dry storage space is to be provided by the Customer for our materials and protection of same.
- 3.3 - Cornerstone does not include sales/use tax. If required Cornerstone will invoice separately unless customer is tax exempt (certificate required).

**Proposal Total**

**One Hundred Fifty-Nine Thousand One Hundred Ninety-Seven and 00/100  
\$159,197.00**

**Please sign and return one copy for our files.**

This proposal is subject to acceptance with in 60 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: David A Musko

Accepted: \_\_\_\_\_

Firm: \_\_\_\_\_



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**ATTACHMENT '1A'**

Due to the globally pandemic known as COVID-19, supply chains are being disrupted at all levels. Including raw materials, parts manufacturing, subassemblies, complete product assemblies, and shipping. These disruptions are indefinitely delaying some deliveries with many more items being added to the list daily for the foreseeable future. During this timeframe, Cornerstone cannot guarantee delivery times and project schedules. Cornerstone considers this situation to be a Force Majeure event.

This proposal expressly rejects liquidated damages, back charges, and delay penalties for material deliveries, installation, and project schedules, regardless of bid documentation requirements for the same, as the potential delays relate to unavailability of, limited ability or inability to obtain, labor or materials by reason of acts of any governmental body which disrupts, slows or affects the supply or availability of labor or materials, including but not limited to those arising or resulting from the spread of, or efforts to contain the spread of, illness on a global, national, state or local level.

By acceptance of this proposal, any requirement for liquidated damages, back charges, and delay penalties are waived and considered null and void.

**Please sign and return one copy for our files.**

This proposal is subject to acceptance with in 60 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: David A Musko

Accepted: \_\_\_\_\_

Firm: \_\_\_\_\_

**Standard Inclusions, Exclusions, Terms, & Conditions**

**Standard Inclusions: (As they apply to the scope of work)**

1. Proper engineering documents for submittal, installation and operation and maintenance
2. Field measurements and verifications for Cornerstone's scope of work only.
3. Sales and use taxes as applicable to the project and Cornerstone's scope of work.
4. Termination of wiring for electric locks, locking devices, strikes and door position switches as controlled by our scope of work only.
5. The necessary torx-pin security screws for our materials only

**Standard Exclusions: (As they apply to the scope of work)**

1. Power relays for other systems (i.e. HVAC, Electrical, etc.)
2. All main electrical supply AC power, per division 16, including power to security and detention equipment
3. Temporary power and lighting for final testing of equipment
4. Fire labels on doors and frames where field installation, hardware, and/or glass prevents U.L. labeling. However, doors and frames will be manufactured to U.L. construction standards with documentation provided.
5. Security caulking and sealants not specifically included
6. Caulking not required as a part of glass installation
7. Field finish painting or touch-up of prime paint
8. Final Cleaning
9. Trash debris container and its removal
10. Anchors, screws, fasteners, etc., including security type, not directly required by our installation scope of work
11. The protection of materials furnished by our company once they have been installed in place
12. Field measurements of any kind
13. Furnishing or installing louvers of any kind
14. Furnishing or installing aluminum windows and storefronts of any kind, including hardware
15. Demolition work, patching or repairing of existing structures and removal, relocation or re-installation of any existing materials
16. Cutting or patching of concrete or masonry materials
17. Furnishing or installing any standard/commercial type access doors and frame
18. Any chain link fencing material and associated supporting materials or hardware
19. Core drilling of any kind
20. Flashing or counter flashing of any kind
21. Roll up doors, or counter shutters
22. Repairs to frames installed by others

**Standard Terms & Conditions:**

1. Use of this proposal in any way, including but not limited to listing Cornerstone as a subcontractor with the Owner, issuing a letter of intent, allowing Cornerstone to commence work or preparation for work, including submittals and/or drawings, will constitute acceptance by Customer of this bid proposal. Cornerstone and Customer will execute a ConsensusDocs 750 subcontract form to memorialize their agreement, supplemented and modified only as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
3. Cornerstone shall maintain insurance with coverage and limits only as provided by Cornerstone's existing insurance program evidenced by its certificate of insurance available request.
4. Cornerstone's Schedule of Values shall be used to determine progress payments. All sums not paid for when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including reasonable attorney fees, shall be paid by Customer. The proper venue to

- resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes arising out of the subcontract.
5. Any retainage withheld from progress payments to Cornerstone shall not exceed the lesser of the retainage terms set forth in (1) the contractor's agreement with the owner, or (2) the statutes of the state in which the work is being performed.
  6. Cornerstone shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the subcontract. All deliveries and work performed shall be in accordance with a mutually agreed to project schedule and subsequent mutually agreed to updates. Cornerstone shall be entitled to adjustments of time and price where occasioned by any cause of any kind and extent beyond Cornerstone's control, including but not limited to: delays caused by Customer, the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortages of labor, raw materials production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Cornerstone shall be entitled to terminate the subcontract. Cornerstone change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.
  7. The express warranties set forth in the subcontract documents are provided in lieu of all other warranties, expressed or implied, and the warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Cornerstone. Cornerstone is not responsible for special, incidental, or consequential damages. Cornerstone is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards. Cornerstone must receive all warranty claims not more than one (1) year after completion of Cornerstone's work, and Cornerstone must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
  8. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services.
  9. To the extent that performance and payment bonds are included in this bid proposal or in the case that it is added by change order, the bond forms must be the ConsensusDocs 260 and 261 or substantially equivalent as approved by Cornerstone.
  10. Cornerstone will not provide any credits for enrollment in an owner- or contractor- controlled insurance program unless notified prior to proposal and acknowledged in Cornerstone's proposal. In the event Cornerstone provides a credit, it shall be final and no calculation of credits by a wrap-up administrator or others shall be binding on Cornerstone.
  11. Lien waivers and/or waivers of claim(s) shall not apply to any retainage withheld; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to Cornerstone; shall be conditional upon receipt of funds to Cornerstone's account.
  12. Unless noted otherwise, proposal is based entirely on materials considered to be the standard products of Cornerstone Detention Products, Inc.
  13. Cornerstone will not be required to indemnify other parties, including but not limited to, the general contractor, construction manager, architect, and owner, for incidences that are not the sole responsibility of Cornerstone Detention Products, Inc. or that may violate statutory law in the state of the project.



**PROPOSAL FORM**

**RFP No. 21-007**

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the County of Durham.

**Total Proposal Cost: \$ 159,197.00**

One Hundred Fifty-Nine Thousand One Hundred Ninety-Seven and 00/100

*(Total Proposed Cost in Writing)*

**The above Total Proposed Cost should be based on being awarded the entire project.**

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: 10/26/20

Authorized Signature: 

Name

East Coast Regional Sales Manager

Title

Cornerstone Detention Products, Inc  
Firm Name