

Purchasing Department

Kathryn Kasper
Purchasing Agent



City Hall
730 Washington Avenue
Racine, Wisconsin 53403
(262) 636-9143
Fax: (262) 619-5550

March 25, 2019

Mr. Chris Cape, Owner
Cornerstone Pavers, LLC
6422 N. Highway 31, STE #1
Racine, Wisconsin 53402

Dear Mr. Cape:

This communication serves to provide a detailed analysis of the disqualification of Cornerstone Pavers LLC for 2019 and the associated appeal process.

Background:

In a letter dated February 25, 2019 (Attachment A), the City of Racine Department of Public Works (DPW) Commissioner Mark Yehlen, disqualified Cornerstone Pavers LLC (Cornerstone) from participating in bidding on City of Racine projects for 2019. Wisconsin Statue 66.0901 (2) allows for the City of Racine to make this determination. Acting on behalf of the City, in the letter the commissioner "found your firm to be disqualified to perform work for the City of Racine based on the 13 contracts listed that Cornerstone Pavers, LLC failed to complete on time during the last 10 years." The 13 contracts listed were only contracts in which Cornerstone had paid or was expecting to pay liquidated damages. Liquidated damages are defined as *damages whose amount the parties designate during the formation of a contract for the injured party to collect as compensation upon a specific breach*. This list does not detail all projects in which Cornerstone may have exceeded deadline, only projects in which the owner decided to apply/enforce liquidated damages.

The Appeal:

On February 27, 2019, a letter of intent to appeal was submitted to the City Purchasing Agent. An appeal packet was submitted to the City Purchasing Agent on March 5, 2019. As part of the appeal process, Cornerstone supplied the City with a description of mitigating factors (Attachment B) and the contact information for the administrator of each project (Attachment C).

As part of the analysis of the appeal packet the City Purchasing Agent sent, via email, a list of questions to each listed project administrator. In some cases this email was forwarded to the managing engineer or to the local official. Following is the list of questions.

Ongoing project questions:

- Upon suspension of contract time from 2018 projects, what is the anticipated start date for work to begin in 2019?
- What is the dollar total value of the contract?
- Monetarily, how much has been expended to date?

- How many working/calendar days are anticipated for project completion?
- If the contract is completion date contract, what was the original completion date and what is the new completion date?

Ongoing and completed projects questions:

- Was time suspended on this project? Why was it necessary to suspend contract time?
- Have liquidated damages been accumulated? Were the total amount of liquidated damages negotiated?
- Were there gaps in productivity?
- Was Cornerstone responsive to questions?
- Did Cornerstone take responsibility for delays?
- Was Cornerstone forthright with its solutions?
- Is Cornerstone a contractor you would recommend another agency to work with?
- Is Cornerstone a contractor you would prefer to work with again?

Attachment D lists the project numbers as provided by Cornerstone, Cornerstone's summary of mitigating circumstances and the summary or direct responses to the list of questions from the various agencies involved specific to the listed projects.

In addition to submitting the appeal packet, Cornerstone also provided the following unrequested information:

- 3/5/19 – Email with explanation of mitigating services in regards to MM/38 project
- 3/8/19 – Email with attached letter to DPW commissioner to request an informal meeting
- 3/12/19 – Email with contact information for a construction scheduling expert
- 3/19/19 – City staff granted requested meeting to Cornerstone. Purchasing Agent, City Engineer, City Attorney attended meeting.
- 3/21/19 – Email detailing future scheduling for MM/38
- 3/21/19 – Email to John Rooney – correcting verbal information given in the 3/19/19 regarding the National Avenue project

Findings:

Inability to complete work per schedule or contract terms – illustrated in all contract examples.

Pattern of inferring that delays are caused by sub-contractors - hiring and managing qualified and able subcontractors is the sole responsibility of the general contractor.

Argumentative behavior with contract holder regarding project questions/concerns.

Concerns:

The three unfinished WisDOT projects from 2018 represent \$3.323M in unfinished work. If we were to assume: 90 days to complete National Avenue project, 90 days from April 1 on South 13th Street, and 122 days on CTH MM based completion date of 7/31/19; the contractor has combined 302 days of work left. However, they will have to complete the bulk of this work over 90 days concurrently because the start dates are all around early April 2019.

Based on their commitments to WisDOT, the City has doubts that Cornerstone would have the capacity to complete the two projects they have already bid on (Three Mile \$1.185M @ 100 calendar days & Assessable North Side \$1.571M @ 120 calendar days) for a total of \$2.756M with combined 220 days, however they will have to perform the bulk of this work over 100 days concurrently.

In a meeting requested by Chris Cape with City Staff – Cornerstone revealed that they recently had two key positions (Project Manager and Superintendent) vacated. They spoke positively about their two new hires, but they are replacing two high level positions going into their busy season which is a concern from the City side.

It should also be noted that Cornerstone was fined \$400 for non-compliance with the Racine First program on two City of Racine contracts (20150003 & 20160015), there was a third contract (20170012) where Amy Cape's time and pay was utilized to meet the minimum standards of the program. No fine was levied.

Determination:

The determination initially made by the Commissioner of Public Works to find Cornerstone unqualified be upheld.

Regards,



Kathryn Kasper
Purchasing Agent

Cc: Mayor Mason
Jim Palenick
Scott Letteney
Mark Yehlen

Attachment A

Department of Public Works

City Hall
730 Washington Avenue
Racine, Wisconsin 53403
262.636.9121 – Public Works
262.636.9191 - Engineering



Mark H. Yehlen, PE
Commissioner of Public Works

Thomas M. Eeg, P.E.
Asst. Comm. of Public Works/Operations

John C. Rooney, P.E.
Asst. Comm. of Public Works/City Engineer

Sent via Certified Mail

February 25, 2019

Mr. Chris Cape, Owner
Cornerstone Pavers, LLC
6422 N. Highway 31, STE #1
Racine, Wisconsin 53402

Dear Mr. Cape:

Per Section 66.0901(2) of the Wisconsin Statutes, I have evaluated your firm's prequalification forms dated February 4, 2019 and have found your firm to be unqualified to perform work for the City of Racine based on the 13 contracts listed that Cornerstone Pavers, LLC failed to complete on time during the last 10 years.

You may appeal my finding to the Purchasing Agent, City of Racine, 730 Washington Avenue, Racine, Wisconsin 53403 in writing, within 10 days of receipt of this letter. An appeal must include the names, telephone numbers and email addresses of the project managers who administered the 13 contracts your firm failed to complete on time during the last 10 years. An appeal should also include explanations, with supporting documentation, of relevant mitigating circumstances surrounding the delays in completing of these contracts. The Purchasing Agent may contact you to gather additional facts regarding an appeal, and will contact the appropriate project managers to validate all of the mitigating circumstances identified in an appeal. If you submit an appeal, the Purchasing Agent will render a decision in writing 30 days of receipt of the appeal.

If you choose to appeal my finding, your firm will be allowed to submit bids on public works contracts while the appeal is pending. However, the city reserves the authority to reject any such bids based on the outcome of an appeal, as allowed by Section 66.0901(4) of the Wisconsin Statutes.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Mark H. Yehlen", is written over a light blue circular background.

Mark H. Yehlen
Commissioner of Public Works

MHY:mhy

Cc: Mayor Mason
Jim Palenick
Scott Letteney
Kathy Kasper

Attachment B

| Year and Project Name | Delay Days | Project Manager (name, phone, email) | Explanation | Supporting Document |
|---|------------|--------------------------------------|---|---------------------|
| In 2007 2007003-Gaslight Drive, for City of Racine | 8 days | | This project had large amounts of decorative sidewalk around the building that now houses Jimmy John's on the northeast corner of Main St. and Gaslight Dr. During the time of construction, the building contractor constructing the building was behind schedule. The elevations of the building stoops for all practical purposes had to be poured first in order for the decorative sidewalk to properly match the stoops that were part of the building. Loren Larsen, the initial engineer for the City on the project, made great efforts to determine grades prior to the stoops being poured but it was simply impossible to properly warp in the new decorative concrete into uninstalled stoops that did not have final elevations. Unfortunately, engineer Loren Larsen retired near the end of the project and wasn't available after his retirement. The project was delayed as a result but the City would not recognize the building and its related stoops impacts on the schedule and the impracticality of installing the sidewalk prior to the stoops. One can see the decorative sidewalk today and how its elevations undulate and curve so that the decorative sidewalk landings precisely fit into the stoops today. If it wasn't for the building contractor being late on the separate building project we would not have been delayed. Cornerstone should not be held accountable for this unavoidable delay. Please note this project occurred 11 years ago and falls out of the 10 year time frame for analyzing delays. | |
| In 2013 2013003-9-13 (K3-009)/Concrete St. Recon, for City of Racine | 2 days | | The vast majority of the project was completed on time. The engineer charged contract time up until the time all seeding was complete. The pavement, drives, etc. were completed long before the seeding and the residents had access through the project and into their driveways approximately 2 weeks prior to the engineer stopping time. | |
| In 2013 2013005 SP 7575-01-60 Lacrosse/Sparta, for WI DOT | 12 days | | The Lacrosse/Sparta Project was a very critical project on STH 16 entering into Lacrosse, which has few highways entering the City due to the bluffs. The project was constructed almost entirely at night so that traffic wasn't impacted by construction operations during the day. The roadway was completed and opened to traffic ahead of schedule. Unfortunately, there was a steel river bridge with steel truss that carried traffic over a waterway that was part of the project and part of the contract included maintenance work of the trusses requiring re-fabrication and repairs to deteriorating steel. This work was done from the river banks and did not affect traffic. Our subcontractor for the steel work unexpectedly lost its insurance and wasn't able to perform the work and a replacement contractor was brought into the project. During the switch over, time was lost that caused the steel work to go overtime. While the roadway was completed ahead of schedule, the steel work below the deck of the bridge went overtime and liquidated damages were charged as a result. At no time was the public impacted by this delay. | |
| In 2014 2014003 SP 2370-00-73 Waukesha Hwy. F, for WI DOT | 0 days | | Waukesha County Highway F was inadvertently added to the list and had no liquidated damages and should be removed as it appears Public Works Commissioner Mark Yehlen did. | |
| In 2014 2014008 5410-02-71/Stoughton Madison, for WI DOT | 3 days | | Stoughton/Madison located on USH 51 in Madison near Buckley Rd. The work generally went well other than Cornerstone's subcontractor, Electric 1 out of Portage Wisconsin, had troubles drilling the large bases for the signal lights on the project. As a result of Electric 1's troubles the project was impacted and went overtime. | |
| In 2014 2014009 1161-00-65/Madison-Packwaukee, for WI DOT | 5 days | | Madison/Packwaukee road project was on I-39 going through Portage, WI. This project was delayed due to the well publicized cement shortage that occurred in the fall of 2014. Our ready mix supplier was at first limited in supply of cement and eventually completely cut off and unable to provide us with ready mix concrete. The shortage and then unavailability of cement was an industry wide problem that WisDOT recognized but refused to grant additional time for. Once cement was available, we completed the work. WisDOT refused to provide additional time for the industry wide cement shortage which we could not avoid. Cornerstone was able to mitigate the impact of the cement shortage and got allocated cement powder from other jobs we had allocated cement powder for. Only large concrete contractors, unlike most contractors that bid on City of Racine projects, in the state who run portable concrete plants like Cornerstone could have reallocated supplies of cement like we did during the cement shortage mitigating the impacts of the cement shortage. | |
| In 2015 2015008 Cudahy 2015-05/Barland/Merrill, for City of Cudahy | 12 days | | Ultimately the Barland Street Delay occurred due to electrical work and special directed pouring sequence on an apron leading to a residential side road. The apron was delayed due to the City adding electrical conduit for future light poles that were not part of the contract. The City in addition added a number of limiting pouring parameters to the intersection which it refused to acknowledge along with the documented and photographed added electrical conduit delay. As a result, the vast majority of the Barland St. was opened on time other than the apron to the one side street. The electrical work was photographed and the photos time stamped showing the delay. Cornerstone ultimately settled the matter and accepted the City's charge for liquidated damages to get the project closed out. | |
| In 2015 2015009 03-15 (K5-003)/Concrete St., for City of Racine | 56 days | | This contract had utility conflicts on 6th St. Marquette St, Byrd Ave, and Taylor. These utility conflicts were not taken into consideration on the overall contract time and Cornerstone was assessed large periods of time due to ongoing utility work that was not specified in the original contract at the time of bid. Cornerstone was not granted a sufficient time extension that covered the time lost due to this utility work. Aside from the utility conflicts, There was a large sewer redesign on Marquette, and the start of Taylor was delayed due to gas utility work. Cornerstone was forced to construct these roads much later in the year than originally scheduled. Cornerstone also had to build streets out of sequence. The original contract did not inform the contractor of these utility conflicts as most contracts would. (Attached is a bar chart schedule that shows the time charged in red that occurred during utility delays. The work would have been completed on time but the various delays that occurred.) | |

Attachment B

| | | | | |
|---|----------------|--|--|--|
| <p>In 2015 2015012 10-15 (k58-010)/Northside, for City of Racine</p> | <p>45 days</p> | | <p>This contract was delayed due to the joint sealing subcontractor and landscapers. The portion of the project that Cornerstone did not subcontract was completed by Cornerstone in a very timely manner and with superior quality. The City has conveyed to Cornerstone that the work Cornerstone completed was of high quality and completed by Cornerstone in a timely and efficient manner. The major delays on the project were related to the performance of the sewer subcontractor and landscape subcontractor. To mitigate this problem going forward, Cornerstone is no longer working with the sewer contractor until such time as the sewer contractor can assure it will no longer not complete its work on time.</p> | |
| <p>In 2016 2016011 20160015/Kinzie Avenue, for City of Racine</p> | <p>13 days</p> | | <p>This contract was delayed by subcontractors. Cornerstone portion of this work was performed in a very efficient manner and resulted in a great product. The city has expressed the concrete and grading work performed by Cornerstone was of high quality and performed efficiently. The major delays were caused by the sewer subcontractor and the landscaping subcontractor. To mitigate this problem from occurring again in the future, Cornerstone is no longer working with the sewer subcontractor on City of Racine projects until they can prove to us they can complete their work on time.</p> | |
| <p>In 2016 2016017 20160012/Northside Assemble, for City of Racine</p> | <p>57 days</p> | | <p>This contract was delayed by subcontractors, utility conflicts, and plan redesign. Cornerstone portion of this contract was performed in a very efficient manner and resulted in a great product. Again, the city has expressed the concrete and grading work performed by Cornerstone was of high quality and performed in an efficient manner. The major delays were directly related to the sewer subcontractor and the landscaping subcontractor. These were the same subcontractors used on the Kinzie Ave. project. Aside from the subcontractor delays, Racine water utility performed just under two weeks of water utility work on Chatham St. and Kewaunee St. during the period Cornerstone was getting assessed liquidate damages. RWU acknowledged this delay in writing but the city would not grant additional time for this delay. There was also plan conflicts in meeting ADA requirements with sidewalk ramps that caused additional delays that the City refused to acknowledge. The plan removals did not take the contract ADA requirements into account. Cornerstone had to wait for a redesign, then re-mobilize to finish the work related work. To mitigate the problem with the sewer subcontractor, Cornerstone is no longer working with the sewer subcontractor on City of Racine projects until the sewer subcontractor can prove they can complete work in a timely manner and Cornerstone is more thoroughly documenting delays such as the sidewalk changes to assure proper time is granted Cornerstone when design or other contract delays not the fault of Cornerstone occur.</p> | |
| <p>In 2018 2018001 Hwy MM CTH 31 38 SP2290-03-72, For WI DOT</p> | | | <p>These project is not yet completed and is only being included on this list for full disclosure purposes and not required to be added to the list. Time extension requests are being considered by WisDOT and are in the process. The project encountered a significant number of buried utility lines that were not mapped, disclosed, or anticipated but were found as construction proceeded. We waited months for AT&T to clear their facilities and the last was cleared on November 12, 2018. Then early cold weather set in and work became impossible. Final completion dates are now being negotiated and final completion dates have not yet been determined for these three projects. We do expect all the related revised contract completion dates will take the completion date well into the 2019 construction season. We believe the contract time will be extended over 100 additional days for unavoidable compensable delays as defined by WisDOT.</p> | |
| <p>In 2018 2018007 S 13th St. W Drexel SP2505-00-73, for WI DOT</p> | | | <p>This project is not yet completed and has only been included on this list for full disclosure purposes and not required to be added to the list. Time extension requests are being considered by WisDOT and are in the process. Final completion dates are now being negotiated and final completion dates have not yet been determined for these three projects. We do expect all the related revised contract completion dates will take the completion date well into the 2019 construction season.</p> | |
| <p>In 2018 2018008 National Ave 70 th to 76th St. SP2410-00-77/78, for WI DOT</p> | | | <p>This project is not yet completed and has only been included on this list for full disclosure purposes and not required to be added to the list. Time extension requests are being considered by WisDOT and are in the process. Final completion dates are now being negotiated and final completion dates have not yet been determined for these three projects. We do expect all the related revised contract completion dates will take the completion well into the 2019 construction season.</p> | |

Attachment C

| 4. CONTRACTUAL RESPONSIBILITY | | | | | | | |
|--|-----------|----------------|----------------------------------|--|----------------------|--------------|--|
| CORNERSTONE PAVERS, LLC LIST OF PROJECTS WITH LIQUIDATED DAMAGES | | | | | | | |
| Year | Project # | Owner | Contract Name | Address of Owner | Project Manager | Phone Number | Email Address |
| | 2007003 | City of Racine | Gaslight Drive | 730 Washington Ave., Racine, WI 53403 | Loren Larsen-Retired | 262-636-9192 | |
| 2013 | | | | | | | |
| | 2013003 | City of Racine | 9-13 (K3-009)/Concrete St. Recon | 730 Washington Ave, Racine, WI 53403 | Peter Eggert | 262-636-9192 | Peter.Eggert@cityofracine.org |
| | 2013005 | WI DOT | SP 7575-01-60 LaCrosse/Sparta | 4802 Sheboygan Ave, Madison, WI 53707 | Reiny Yahnke | 608-386-2408 | Reiny.Yahnke@dot.wi.gov |
| 2014 | | | | | | | |
| | 2014003 | WI DOT | SP 2370-00-73 Waukesha Hwy F | 4802 Sheboygan Ave., Madison, WI 53707 | Kathy Kramer | 262-548-8722 | Kathy.Kramer@dot.wi.gov |
| | 2014008 | WI DOT | 5410-02-71/Stoughton Madison | 4802 Sheboygan Ave., Madison, WI 53707 | Mike Rampetsreiter | 608-246-7917 | Michael.Rampetsreiter@dot.wi.gov |
| | 2014009 | WI DOT | 1161-00-65/Madison-Packwaukee | 4802 Sheboygan Ave., Madison, WI 53707 | Mathew Dapp | 608-246-5353 | Mathew.Dapp@dot.wi.gov |
| 2015 | | | | | | | |
| | 2015008 | City of Cudahy | Cudahy 2015-05/Barland/Merrill | 5050 S Lake Dr. Cudahy, WI 53110-6108 | Mary Jo Lange | 414-769-2253 | langemj@CI.Cudahy.wi.us |
| | 2015009 | City of Racine | 03-15(K5-003)/ Concrete St. | 730 Washington Ave. Racine, WI 53403 | Peter Eggert | 262-636-9192 | Peter.Eggert@cityofracine.org |
| | 2015012 | City of Racine | 10-15 (K58-010)/Northside | 730 Washington Ave. Racine, WI 53403 | Ara Molitor | 262-636-9487 | Ara.Molitor@cityofracine.org |
| 2016 | | | | | | | |
| | 2016011 | City of Racine | 20160015/Kinzie Avenue | 730 Washington Ave. Racine, WI 53403 | Peter Eggert | 262-636-9192 | Peter.Eggert@cityofracine.org |
| | 2016017 | City of Racine | 20160012/Northside Assessable | 730 Washington Ave. Racine, WI 53403 | Ara Molitor | 262-636-9487 | Ara.Molitor@cityofracine.org |
| 2018 | | | | | | | |
| | 2018001 | WI DOT | Hwy MM. CTH 31, 38. SP2290-03-72 | 4802 Sheboygan Ave., Madison, WI 53707 | Paul Piccione | 262-548-8706 | Paul.Piccione@dot.wi.gov |
| | 2018007 | WI DOT | S 13th ST. W Drexel SP2505-00-73 | 4802 Sheboygan Ave., Madison, WI 53707 | Mark Zapp | 414-750-2645 | Mark.Zapp@dot.wi.gov |
| | 2018008 | WI DOT | National Ave SP2410-00-77/78 | 4802 Sheboygan Ave., Madison, WI 53707 | Paul Piccione | 262-548-8706 | Paul.Piccione@dot.wi.gov |

Attachment D

Cornerstone Mitigating Circumstances & question responses from owning agencies

Cornerstone Project # 2007003 – City of Racine - Gaslight Drive

Cornerstone response:

This project had large amounts of decorative sidewalk around the building that now houses Jimmy John's one the northeast corner of Main St. and Gaslight Dr. During the time of construction, the building contractor constructing the building was behind schedule. The elevations of the building stoops for all practical purposes had to be poured first in order for the decorative sidewalk to properly match the stoops that were part of the building. Loren Larsen, the initial engineer for the City on the project, made great efforts to determine grades prior to the stoops being poured but it was simply impossible to properly warp in the new decorative concrete into uninstalled stoops that did not have final elevations. Unfortunately, engineer Loren Larsen retired near the end of the project and wasn't available after his retirement. The project was delayed as a result but the City would not recognize the building and its related stoops impacts on the schedule and the impracticality of installing the sidewalk prior to the stoops. One can see the decorative sidewalk today and how its elevations undulate and curve so that the decorative sidewalk landings precisely fit into the stoops today. If it wasn't for the building contractor being late on the separate building project we would not have been delayed. Cornerstone should not be held accountable for this unavoidable delay. Please note this project occurred 11 years ago and falls out of the 10 year time frame for analyzing delays.

City response: No reply as this project is outdated for the scope of review.

Cornerstone Project # 2013003 – City of Racine Project # K3-009

Cornerstone response:

The vast majority of the project was completed on time. The engineer changed contract time up until the time all seeding was complete. The pavement, drives, etc. were completed long before the seeding and the residents had access through the project and into their driveways approximately 2 weeks prior to the engineer stopping time.

City response:

- Was time suspended on this project? NO Why was it necessary to suspend contract time? N/A
- Have liquidated damages been accumulated? YES Were the total amount of liquidated damages negotiated? YES
- Were there gaps in productivity? NO
- Was Cornerstone responsive to questions? YES
- Did Cornerstone take responsibility for delays? YES
- Was Cornerstone forthright with its solutions? YES

Attachment D

- Is Cornerstone a contractor you would recommend another agency to work with? YES, WITH ADVISORY: HAVE A GOOD LD CLAUSE IN YOUR CONTRACT AND KEEP EXCELLENT DOCUMENTATION.
- Is Cornerstone a contractor you would prefer to work with again? NEUTRAL. THEIR WORK QUALITY IS GOOD BUT PROJECT MANAGEMENT IS LACKING

Cornerstone Project #2013005 – WISDOT Project #SP 7575-01-60 – LaCrosse/Sparta

Cornerstone response:

The Lacrosse/Sparta Project was a very critical project on STH 16 entering into Lacrosse, which has few highways entering the City due to the bluffs. The project was constructed almost entirely at night so that traffic wasn't impacted by construction operations during the day. The roadway was completed and opened to traffic ahead of schedule. Unfortunately, there was a steel river bridge with steel truss that carried traffic over a waterway that was part of the project and part of the contract included maintenance work of the trusses requiring re-fabrication and repairs to deteriorating steel. This work was done from the river banks and did not affect traffic. Our subcontractor for the steel work unexpectedly lost its insurance and wasn't able to perform the work and a replacement contractor was brought into the project. During the switch over, time was lost that caused the steel work to go overtime. While the roadway was completed ahead of schedule, the steel work below the deck of the bridge went overtime and liquidated damages were charged as a result. At no time was the public impacted by this delay.

WISDOT did not respond to the City's inquiry

Cornerstone Project #2014003 – WISDOT

Cornerstone placed on list inadvertently – no LDs assessed

Cornerstone Project #2014008 – WISDOT Project # 5410-02-71 - Stoughton/Madison

Cornerstone response:

Stoughton/Madison located on USH 51 in Madison near Buckey Rd. The work generally went well other than Cornerstone's subcontractor, Electric 1 out of Portage, Wisconsin had trouble drilling the large bases for the signal lights on the project. As a result of Electric 1's troubles the project was impacted and went into overtime.

WISDOT summary of response from managing engineer:

The construction engineer responded to my inquiry and I have "cut and paste" his answer below:

IN MY OPINION, THE SOLE REASON THAT THE PROJECT EXTENDED BEYOND THE CONTRACT TIME WAS DUE TO THE SUBCONTRACTOR ELECTRIC ONE (E1). ELECTRIC ONE

Attachment D

DID NOT HAVE THE ADEQUATE MANPOWER, EQUIPMENT, OR KNOW-HOW MORE A LARGE PORTION OF THE PROJECT AND THIS CAUSED SIGNIFICANT DELAYS TO THE PROJECT AND THE OTHER CONTRACTORS. E1 ALSO HAD DELAYS IN MATERIAL PROCUREMENT THAT CREATED DELAY TO THE PROJECT. I VOICED MY CONCERNS TO CORNERSTONE EARLY AND OFTEN AND FROM MY UNDERSTANDING THEY DID WHAT THEY COULD TO SPUR ELECTRIC ONE, BUT NO EXTRA EFFORTS WERE MADE BY E1 UNTIL THE VERY END. I DON'T HAVE SPECIFIC KNOWLEDGE OF THOSE INTER-CONTRACTOR CONVERSATIONS. IT WAS UNDERSTOOD BY ALL PARTIES THAT E1 WOULD BEAR THE LIQUIDATED DAMAGES DUE TO THEIR FAILURES.

- Was time suspended on this project? Why was it necessary to suspend contract time? CONTRACT TIME WAS SUSPENDED AT THE END OF THE PROJECT DUE TO A DELAY CAUSED BY THE UTILITY COMPANY ESTABLISHING ELECTRICAL SERVICES FOR THE TWO SIGNAL SYSTEMS.
- Have liquidated damages been accumulated? Were the total amount of liquidated damages negotiated? THE CONTRACT TIME WAS 45 WORKING DAYS AND THE CONTRACTOR WAS CHARGED 48 WORKING DAYS. \$8,070 IN LIQUIDATED DAMAGES WERE CHARGED TO THE CONTRACTOR.
- Were there gaps in productivity? THE PRODUCTIVITY OF ALL CONTRACTORS WAS INTERRUPTED DUE TO THE DELAYS CAUSED BY E1. CORNERSTONE WAS PRODUCTIVE IN ALL OF THE WORK THAT THEY COULD COMPLETE THAT WAS NOT HINDERED BY E1.
- Was Cornerstone responsive to questions? CORNERSTONE'S PROJECT MANAGER WAS RESPONSIVE TO QUESTIONS FROM MYSELF AND THE DEPARTMENT.
- Did Cornerstone take responsibility for delays? AS NOTED ABOVE, ALL PARTIES AGREED THAT THE DELAYS WERE DUE TO THE ELECTRICAL SUBCONTRACTOR.
- Was Cornerstone forthright with its solutions? CORNERSTONE MADE EFFORTS TO INDUCE A FASTER PACE FROM E1 BUT LITTLE NO EXTRA EFFORT WAS PUT FORTH BY E1. CORNERSTONE MADE EXTRA EFFORTS (A COMBINATION OF NIGHTS/WEEKENDS/INCREASED MANPOWER) TO COMPLETE THEIR WORK THAT WAS CONTINGENT UPON THE ELECTRICAL WORK BEING COMPLETED AFTER E1 WAS FINISHED TO WRAP THE PROJECT UP AS SOON AS POSSIBLE.
- Is Cornerstone a contractor you would recommend another agency to work with? I DID NOT HAVE ANY ISSUES WORKING WITH CORNERSTONE ON THIS PROJECT. BASED ON MY EXPERIENCE ON THIS PROJECT, I WOULD RECOMMEND THEM. **NOTE:** OTHERS WITHIN THE DEPARTMENT MAY HAVE MORE INSIGHT AND MAY NOT OFFER THE SAME RECOMMENDATION. I CAN ONLY SPEAK TO MY WORK WITH THEM ON THIS PARTICULAR PROJECT.
- Is Cornerstone a contractor you would prefer to work with again? GIVEN THE SAME STAFF (PROJECT MANAGER, FOREMAN) FROM CORNERSTONE, I WOULD NOT BE HESITANT TO WORK WITH THEM AGAIN.

Attachment D

Cornerstone Project #2014009 – WISDOT Project # 1161-00-65 Madison/Packwaukee

Cornerstone response:

Madison/Packwaukee road project was on I-39 going through Portage, WI. This project was delayed due to the well publicized cement shortage that occurred in the fall of 2014. Our ready mix supplier was at first limited in supply of cement and eventually completely cut off and unable to provide us with ready mix concrete. The shortage and then unavailability of cement was an industry wide problem that WisDOT recognized but refused to grant additional time for. Once cement was available, we completed the work. WisDOT refused to provide additional time for the industry wide cement shortage which we could not avoid. Cornerstone was able to mitigate the impact of the cement shortage and got allocated cement powder from other jobs we had allocated cement powder for. Only large concrete contractors, unlike most contractors that bid on City of Racine projects, in the state who run portable concrete plants like Cornerstone could have reallocated supplies of cement like we did during the cement shortage mitigating the impacts of the cement shortage.

WISDOT did not respond to the City's inquiry

Cornerstone Project #2015008 – City of Cudahy Contract # 2015-05 Barland/Merrill

Cornerstone response:

Ultimately the Barland Street delay occurred due to electrical work and special directed pouring sequence on an apron leading to a residential side road. The apron was delayed due to the City adding electrical conduit for future light poles that were not part of the contract. The City in addition added a number of limiting pouring parameters to the intersection which it refused to acknowledge along with the documented and photographed added electrical conduit delay. As a result, the vast majority of the Barland St. was opened on time other than the apron to the one side street. The electrical work was photographed and the photos time stamped showing the delay. Cornerstone ultimately settled the matter and accepted the City's charge for liquidated damages to get the project closed out.

City of Cudahy response:

The City of Cudahy will not allow Cornerstone Pavers to bid in the City of Cudahy again but that doesn't matter because during one of the heated meetings with Chris Cape, myself, my staff and the Mayor, Mr. Cape stated that he would never want to do work in Cudahy again and he hasn't tried. Project 2015-05 which was the last project they worked on in Cudahy went very poorly. They were low bid on a roadway reconstruction project in front of the City's middle school. They were allowed to do work that would not require the roadway to be closed down before the school let out for the

Attachment D

summer. They did not choose to do that because they had work at MKE airport. They closed the roadway down the day after the last day of school. Crushed the pavement & there it sat for weeks. From time to time they would bring in several trucks – typically on a Saturday or after hours and haul the crushed concrete – which was supposed to be used for our project. We found out that they were hauling it to the job at MKE airport and then replaced the material from our job with material that did not pass State specifications that was rejected by MKE. There would be periods when Cornerstone would not be there & then show up with a ton of crews making it very difficult for us to schedule construction layout & inspection.

According to the contract docs, the roadway had to be opened to traffic by the first day of school but we ended up adding a 200' section of adjacent roadway to the project & extended the completion date by 9 days. However the roadway adjacent to the school still had to be done by the first day of school. A week before school was to open he pulled crews from the job. We heard he had issues of completion times in other communities. The backfill and restoration work was not done and there were large drop-offs along the new sidewalk, which was a huge liability for the City. After no response from Cornerstone, I finally couldn't wait and sent my DPW crews in to finish the work so that we could open the roadway to the school. Our politicians became involved and stated that they would not approve another bid from them.

So to answer your questions:

- The City never stopped the project, however, there were issues with the concrete supplied that required my staff to shut down the paving operations while these issues were worked out. We believed this was an issue with the concrete supplier and not with Cornerstone – although we had to stop Cornerstone from using the material. They would have continued to use the material if we did not have the inspection that we did.
- Liquidated damages; We assessed 12 days at \$400. This was deducted from monies due to the contractor. The City also deducted the additional cost that resulted from the DPW finishing the work. We also deducted costs for damages to our infrastructure. During the finished grading operation the contractor destroyed all the manholes that were rebuilt and brought to grade by our storm water utility. They also ripped out 1500 feet of the City's street light wire that was marked.
- Lots of gaps in productivity making it difficult to schedule inspection, construction staking and utility work. It also created a political mess as property owners complained because they could not get to their driveways for months. You can reason with property owners when the weather is bad but you can't when the sun is shining for days and no one shows up on the job.
- Cornerstone was not responsive to questions and the requests of the City. Even from the Mayor. One of the most difficult contractors I have had to deal with in my 30 years.

Attachment D

- Cornerstone did not take responsibility for delays. Chris Cape would send irrational ranting emails in the middle of the night stating that it was all the City's issue.
- Solutions? You will not get solutions from Chris Cape.

The City of Cudahy is small but I do have a full engineering staff & I normally do not have to get involved with the projects unless there is an issue with the design or soil issues. I spent a lot of time out on this project whether it was dealing with construction issues caused by Cornerstone or trying to calm the property owners.

Hopefully this helps your case. If you can't preclude them – then make sure you have your best inspectors on the job, add 30% to the contract amount & tell the elected officials that they are going to have to brace themselves for a lot of public scrutiny.

Cornerstone Project #2015009 – City of Racine Contract 3-15

Cornerstone response:

This contract had utility conflicts on 6th St., Marquette St., Byrd Ave., and Taylor. These utility conflicts were not taken into consideration on the overall contract time and Cornerstone was assessed large periods of time due to ongoing utility work that was not specified in the original contract at the time of bid. Cornerstone was not granted a sufficient time extension that covered the time lost due to this utility work. Aside from the utility conflicts, there was a large sewer redesign on Marquette, and the start of Taylor was delayed due to gas utility work. Cornerstone was forced to construct these roads much later in the year than originally scheduled. Cornerstone also had to build streets out of sequence. The original contract did not inform the contractor of these utility conflicts as most contract would. (Attached is a bar chart schedule that shows the time charged in red that occurred during utility delays. The work would have been completed on time but the various delays that occurred.)

City of Racine response:

PROBABLY THE WORST CONTRACT I HAVE EVER HAD.

- Was time suspended on this project? NO Why was it necessary to suspend contract time? NO
- Have liquidated damages been accumulated? YES Were the total amount of liquidated damages negotiated? YES, FROM ABOUT 85 DOWN TO 56 DAYS
- Were there gaps in productivity? YES, THERE WERE MORE GAPS THAN ACTUAL WORK
- Was Cornerstone responsive to questions? QUESTIONS WERE ANSWERED BUT NOT ADHERED TO
- Did Cornerstone take responsibility for delays? NO. THEY ASKED DURING THE BIDDING PROCESS IF AWARD COULD BE DELAYED UNTIL MID JULY BECAUSE THEY DID NOT HAVE A SUB-CONTRACTOR TO PERFORM THEIR UTILITY WORK.

Attachment D

- Was Cornerstone forthright with its solutions? NO
- Is Cornerstone a contractor you would recommend another agency to work with? BASED ON THIS PARTICULAR CONTRACT I WOULD SAY NO, HOWEVER, MY ANSWER IS YES, WITH ADVISORY: HAVE A GOOD LD CLAUSE IN YOUR CONTRACT AND KEEP EXCELLENT DOCUMENTATION.
- Is Cornerstone a contractor you would prefer to work with again? NEUTRAL. THEIR WORK QUALITY IS GOOD BUT PROJECT MANAGEMENT IS LACKING

Cornerstone Project #2015012 – City of Racine Contract 10-15 – Northside

Cornerstone response:

This contract was delayed due to the joint sealing subcontractor and landscapers. The portion of the project that Cornerstone did not subcontract was completed by Cornerstone in very timely manner and with superior quality. The City has conveyed to Cornerstone that the work Cornerstone completed was of high quality and completed by Cornerstone in a timely and efficient manner. The major delays on the project were related to the performance of the sewer subcontractor and landscape subcontractor. To mitigate this problem going forward, Cornerstone is no longer working with the sewer contractor until such time as the sewer contractor can assure it will no longer not complete its work on time.

City of Racine response:

- Was time suspended on this project? NO Why was it necessary to suspend contract time? N/A
- Have liquidated damages been accumulated? YES Were the total amount of liquidated damages negotiated? YES – 45 DAYS
- Were there gaps in productivity? YES
- Was Cornerstone responsive to questions? YES
- Did Cornerstone take responsibility for delays? YES
- Was Cornerstone forthright with its solutions? YES
- Is Cornerstone a contractor you would recommend another agency to work with? YES, I WOULD RECOMMEND THEM, BUT THE AGENCY WOULD ALSO GET THE WARNING ABOUT SCHEDULE AND THE FACT THAT THEY WOULD NEED A STRONG LD SECTION IN THEIR SPECIALS TO KEEP THEM ON TIME.
- Is Cornerstone a contractor you would prefer to work with again? YES, SINCE THE PROJECTS THAT WE HAVE ASSESSED LD'S I'VE HAD TWO SUCCESSFUL PROJECTS THAT THEY COMPLETED ON TIME. THEIR QUALITY OF WORK IS BETTER THAN MOST, AND NOW THAT I KNOW TO KEEP HAMMERING THEM ABOUT SCHEDULE – I'VE HAD NO PROBLEMS.

Attachment D

Cornerstone Project #2016011 – City of Racine Contract 20160015 - Kinzie Ave

Cornerstone response:

This contract was delayed by subcontractors. Cornerstone portion of this work was performed in a very efficient manner and resulted in a great product. The city has expressed the concrete and grading work performed by Cornerstone was of high quality and performed efficiently. The major delays were caused by the sewer subcontractor and the landscaping subcontractor. To mitigate this problem from occurring again in the future, Cornerstone is no longer working with the sewer subcontractor on city of Racine projects until they can prove to us they can complete their work on time.

City of Racine response:

TAKEN OVER FROM ANOTHER ENGINEER, I WAS ONLY INVOLVED FOR THE LAST 6 WEEKS OR SO

- Was time suspended on this project? NO Why was it necessary to suspend contract time? N/A
- Have liquidated damages been accumulated? YES Were the total amount of liquidated damages negotiated? NO
- Were there gaps in productivity? NO GAPS, BUT THE UTILTY SUB-CONTRACTOR WAS EXTREMELY SLOW.
- Was Cornerstone responsive to questions? YES
- Did Cornerstone take responsibility for delays? EVERYTHING WAS BLAMED ON SUB CONTRACTORS
- Was Cornerstone forthright with its solutions? N/A
- Is Cornerstone a contractor you would recommend another agency to work with? YES, WITH ADVISORY: HAVE A GOOD LD CLAUSE IN YOUR CONTRACT AND KEEP EXCELLENT DOCUMENTATION.
- Is Cornerstone a contractor you would prefer to work with again? NEUTRAL. THEIR WORK QUALITY IS GOOD BUT PROJECT MANAGEMENT IS LACKING

Cornerstone Project #2016017 – City of Racine Contract 20160012 – North side

Cornerstone response:

This contract was delayed by subcontractors, utility conflicts and plan redesign. Cornerstone portion of this contract was performed in a very efficient manner and resulted in a great product. Again, the city has expressed the concrete and grading work performed by Cornerstone was of high quality and performed in an efficient manner. The major delays were directly related to the sewer subcontractor and the landscaping subcontractor. These were the same subcontractors used on the Kinzie Ave. project. Aside from the subcontractor delays, Racine water utility performed just under two weeks of water utility work on Chathan St. and Kewaunee St. during the period Cornerstone was getting assessed liquidated damages. RWU acknowledged this delay in writing but the city would not grant additional time for this delay. There was also plan

Attachment D

conflicts in meeting ADA requirements with sidewalk ramps that caused additional delays that the City refused to acknowledge. The plan removals did not take the contract ADA requirements into account. Cornerstone had to wait for a redesign, then re-mobilize to finish the work related work. To mitigate the problem with the sewer subcontractor, Cornerstone is no longer working with the sewer subcontractor on City of Racine projects until the sewer subcontractor can prove they can complete work in a timely manner and Cornerstone is more thoroughly documenting delays such as the sidewalk changes to assure proper time is granted Cornerstone when design or other contract delays not the fault of Cornerstone occur.

City of Racine summary of response:

WHEN I TOOK OVER, THE CONTRACT COMPLETION DATE WAS ALREADY PAST SO I DO NOT KNOW ABOUT WHAT ALL WENT ON PRIOR TO TAKING OVER.

- Was time suspended on this project? NO Why was it necessary to suspend contract time? N/A
- Have liquidated damages been accumulated? YES Were the total amount of liquidated damages negotiated? NO. THIS CONTRACT ENDED UP BEING APPROVED BY COMMON COUNCIL WITHOUT AGREEMENT BY CORNERSTONE BECAUSE THEY WOULD NOT AGREE TO ANY LD'S. AFTER SEVERAL MONTHS THEY FINALLY SENT IN PAPERWORK.
- Were there gaps in productivity? NOT SURE
- Was Cornerstone responsive to questions? NOT SURE
- Did Cornerstone take responsibility for delays? NO
- Was Cornerstone forthright with its solutions? NOT SURE
- Lastly: Is Cornerstone a contractor you would recommend another agency to work with? YES, WITH ADVISORY: HAVE A GOOD LD CLAUSE IN YOUR CONTRACT AND KEEP EXCELLENT DOCUMENTATION.
- Is Cornerstone a contractor you would prefer to work with again? NEUTRAL. THEIR WORK QUALITY IS GOOD BUT PROJECT MANAGEMENT IS LACKING

Cornerstone Project #2018001 – WISDOT SP2290-03-72 - MM/31/38

Cornerstone response:

These project is not yet completed and is only being included on this list for full disclosure purposes and not required to be added to the list. Time extension requests are being considered by WisDOT and are in the process. The project encountered a significant number of buried utility lines that were not mapped disclosed, or anticipated but were found as construction proceeded. We waited months for AT&T to clear there facilities and the last was cleared on November 12, 2108. Then early cold weather set in and work became impossible. Final completion dates are now being negotiated and final completion dates have not yet been determined for these three projects. We do expect all the related revised contract completion dates will take the completion date well into the 2019 construction season.

Attachment D

WISDOT response:

- Upon suspension of contract time from 2018 projects, what is the anticipated start date for work to begin in 2019? TIME HAS NOT BEEN SUSPENDED, SEE LATTER RESPONSE FOR CLARIFICATION. SOME WORK HAS CONTINUED DURING THE WINTER MONTHS BY THE ELECTRICAL SUBCONTRACTOR. APRIL 1, 2019 IS THE ANTICIPATED START ACCORDING TO MOST RECENT SCHEDULE SUBMITTED.
- What is the dollar total value of the contract? AWARD \$3,791,258.67 CURRENT \$4,152,425.86
- Monetarily, how much has been expended to date? PAID TO DATE \$2,728,868.15 THIS INCLUDES STOCKPILE PAYMENT ON MATERIALS THAT HAVE NOT YET BEEN INCORPORATED INTO WORK.
- How many working/calendar days are anticipated for project completion? ACCORDING TO MOST RECENT SCHEDULE PROVIDED BY CONTRACTOR, WORK WILL BE COMPLETED ON 7/31/2019.
- If the contract is completion date contract, what was the original completion date and what is the new completion date? ORIGINAL COMPLETION DATE WAS 11/1/2018. CURRENT COMPLETION DATE IS 12/22/2018, AND AN INTERIM COMPLETION FOR ALL MAINLINE THOUGH PAVEMENT WAS ADDED 11/21/2018.
- Was time suspended on this project? Why was it necessary to suspend contract time? THIS IS STILL IN NEGOTIATION. CURRENTLY THE DEPARTMENT IS PROPOSING FINAL COMPLETION DATE REVISION OF 4/14/19, NO LIQUIDATED DAMAGES CHARGED. AND NO REVISION TO THE INTERIM COMPLETION DATE OF 11/21/18, LIQUIDATED DAMAGES CONTINUALLY BEING ASSESSED.
- Have liquidated damages been accumulated? Were the total amount of liquidated damages negotiated? LIQUIDATED DAMAGES CHARGED TO DATE, WHICH WOULD ONLY BE AS UPDATED AS THE LAST PAYMENT SENT ON 12/24/18, STAND AT \$38,295.00. HOWEVER, THIS CAN BE NEGOTIATED, AND IS CURRENTLY BEING DISCUSSED AT THE DIRECTOR'S LEVEL AND ABOVE.
- Were there gaps in productivity? YES GAPS EXISTED. THE REASON FOR SAID GAPS, IS THE POINT OF CONTENTION.
- Was Cornerstone responsive to questions? RESPONSIVE, YES.
- Did Cornerstone take responsibility for delays? CORNERSTONE'S CONSISTENTLY BLAMED OTHERS FOR THEIR DELAYS.
- Was Cornerstone forthright with its solutions? I'M NOT CERTAIN I COULD ATTEST TO THAT ONE WAY OR THE OTHER.
- Is Cornerstone a contractor you would recommend another agency to work with? TO MY KNOWLEDGE WISDOT STILL QUALIFIES CORNERSTONE AS AN ELIGIBLE BIDDER.
- Is Cornerstone a contractor you would prefer to work with again? TO MY KNOWLEDGE WISDOT STILL QUALIFIES CORNERSTONE AS AN ELIGIBLE BIDDER.

Racine County Reponse:

- Upon suspension of contract time from 2018 projects, what is the anticipated start date for work to begin in 2019? UNKNOWN
- What is the dollar total value of the contract? (WISDOT)

Attachment D

- Monetarily, how much has been expended to date? (WISDOT)
- How many working/calendar days are anticipated for project completion? (UNKNOWN)
- If the contract is completion date contract, what was the original completion date and what is the new completion date? DEC 2018 ORIGINAL DATE. NEW COMPLETION DATE REMAINS UNKNOWN.
- Was time suspended on this project? Why was it necessary to suspend contract time? RAN INTO WINTER AND TEMPORARY ASPHALT HAD TO BE PLACED IN ORDER TO ACCESS PROPERTIES IN PROJECT AREA.
- Have liquidated damages been accumulated? Were the total amount of liquidated damages negotiated? (WISDOT)
- Were there gaps in productivity? YES. THERE WERE MANY WEEKS WHEN WEATHER WAS FAVORABLE AND CONTRACTOR WAS NOT ON SITE.
- Was Cornerstone responsive to questions? NO.
- Did Cornerstone take responsibility for delays? NONE.
 - Was Cornerstone forthright with its solutions? NEVER. THEY ALSO FAILED TO PROVIDE AND FOLLOW ANY CONSTRUCTION SCHEDULES, EVEN WHEN PRESSED FOR THESE ITEMS BY WISDOT AND COUNTY STAFF ON A WEEKLY BASIS. COUNTY STAFF ONLY COMMUNICATED WITH THIS CONTRACTOR IN WRITING, AS VERBAL DISCUSSIONS WENT NOWHERE. EVEN WRITTEN DIRECTIVES TO THE CONTRACTOR WERE IGNORED AND THE PROJECT REMAINS UNFINISHED FOR THE FORESEEABLE FUTURE. (THIS CONTRACTOR ALSO HAS UNFINISHED ROAD WORK IN CITY OF OAK CREEK ON 13TH ST, SOUTH OF RAWSON AVE, SIMILAR TO THE UNFINISHED MM PROJECT IN RACINE COUNTY).
- Is Cornerstone a contractor you would recommend another agency to work with? NEVER.
- Is Cornerstone a contractor you would prefer to work with again? NEVER.

Cornerstone Project #2018007 – WISDOT SP2505-00-73 - 13th/Drexel

Cornerstone response:

This project is not yet completed and has only been included on this list for full disclosure purposes and not required to be added to the list. Time extension requests are have been submitted to WisDOT and are in the process. Final completion dates are now being negotiated and final completion dates have not yet been determined for these three projects. We do expect all the related revised contract completion dates will take the completion date well into the 2019 construction season.

WISDOT response:

- Upon suspension of contract time from 2018 projects, what is the anticipated start date for work to begin in 2019? APRIL 1 +/- DEPENDING ON WEATHER
- What is the dollar total value of the contract? AWARD \$3,491,285.26, CURRENT \$3,555,532.76
- Monetarily, how much has been expended to date? \$2,579,784.06

Attachment D

- How many working/calendar days are anticipated for project completion? THE PROJECT LEADER ESTIMATES NINETY CALENDAR DAYS FOR PROJECT COMPLETION, BASED ON PAST WORK EFFORT PERFORMED BY CORNERSTONE.
- If the contract is completion date contract, what was the original completion date and what is the new completion date? ORIGINAL COMPLETION DATE WAS 11/17/18. THE COMPLETION DATE WAS REVISED TO 12/15/18 BASED ON AN EXTENSION FOR ADVERSE WEATHER, UTILITY DELAYS, AND EXTRA WORK. FIVE OF THE ADDITIONAL DAYS WERE GRANTED AS PART OF UTILITY ISSUES WHICH HAD NEGLIGIBLE IMPACTS ON THE PROJECT'S CRITICAL PATH.
- Was time suspended on this project? WHY WAS IT NECESSARY TO SUSPEND CONTRACT TIME? TIME WAS SUSPENDED BECAUSE OF ADVERSE WEATHER ON JANUARY 8, 2019.
- Have liquidated damages been accumulated? Were the total amount of liquidated damages negotiated? LIQUIDATED HAVE BEEN ASSESSED AGAINST THE CONTRACTOR BASED ON THE REVISED COMPLETION DATE OF 12/15/18 AND THE DATE OF ENGINEER-ORDERED SUSPENSION, 1/8/19. LIQUIDATED DAMAGES WILL CONTINUE TO ACCUMULATE ONCE THE PROJECT TIME IS RE-STARTED (+/- 4/1/19). THE TOTAL AMOUNT OF LIQUIDATED DAMAGES CANNOT BE DETERMINED AT THIS POINT. CORNERSTONE PAVERS HAS RECENTLY SUBMITTED A REQUEST FOR 147 ADDITIONAL DAYS FROM THE ORIGINAL COMPLETION DATE 11/17/18. PROJECT STAFF DISAGREES WITH A MAJORITY OF THE TIME EXTENSION REQUEST. THE ENGINEER PREVIOUSLY RECOGNIZED 20 WORKING DAYS CAUSING MINOR DELAYS AND THE COMPLETION DATE WAS REVISED TO 12/15/18 BY MEANS OF A CONTRACT MODIFICATION.
- Were there gaps in productivity? YES
- Was Cornerstone responsive to questions? YES, HOWEVER, TYPICALLY THE PROJECT MANAGER WAS VERY ARGUMENTATIVE TO REQUESTS.
- Did Cornerstone take responsibility for delays? NO
- Was Cornerstone forthright with its solutions? N/A
- Is Cornerstone a contractor you would recommend another agency to work with? DUE TO PERFORMANCE ISSUES, SCHEDULING, AND REGULAR CONTESTING OF THE DEPARTMENT'S SPECIFICATIONS AND REQUIREMENTS, THIS CONTRACTOR HAS BEEN A CONSTANT CHALLENGE TO THE PROJECT STAFF.
- Is Cornerstone a contractor you would prefer to work with again? NO

Cornerstone Project #2018008 – WISDOT SP2410-00-77/78 - National Ave

Cornerstone response:

This project is not yet completed and has only been included on this list for full disclosure purposes and not required to be added to the list. Time extension requests are being considered by WisDOT and are in the process. Final completion dates are now being negotiated and final completion dates have not yet been determined for these three projects. We do expect all the related revised contract completion dates will take the completion well into the 2019 construction season.

Attachment D

WISDOT summary of response:

- Upon suspension of contract time from 2018 projects, what is the anticipated start date for work to begin in 2019? UNKNOWN. ASSUMED TO BE 4/1/2019. CONTRACTOR HAS YET TO PROVIDE A SCHEDULE FOR 2019.
- What is the dollar total value of the contract? AWARD \$4,649,482.64. PENDING CONTRACT MODIFICATIONS, NOT PROCESSED TO DATE MAY AFFECT DOLLAR VALUE.
- Monetarily, how much has been expended to date? PAID TO DATE \$3,725,999.52
- How many working/calendar days are anticipated for project completion? UNKNOWN. CONTRACTOR YET TO PROVIDE.
- If the contract is completion date contract, what was the original completion date and what is the new completion date? ORIGINAL COMPLETION DATE IS 11/1/2018. NO CHANGE TO COMPLETION DATE ANTICIPATED.
- Was time suspended on this project? Why was it necessary to suspend contract time? TIME WAS SUSPENDED ON 12/27/2018. PROJECT WAS FUNCTIONALLY OPEN.
- Have liquidated damages been accumulated? Were the total amount of liquidated damages negotiated? LIQUIDATED DAMAGES TO DATE (OF LAST ESTIMATE 2/16/2019) STAND AT \$115,920. THIS IS NOT FINAL AS THE PROJECT IS NOT COMPLETE. AND NEGOTIATIONS HAVE NOT STARTED.
- Were there gaps in productivity? THERE WAS TYPICALLY WORK ON SITE.
- Was Cornerstone responsive to questions? YES.
- Did Cornerstone take responsibility for delays? THE ONLY DELAY I AM AWARE THAT CORNERSTONE HAS CLAIMED IS THE TIME TAKEN FOR WISDOT TO AWARD THE BID. THIS IS ESSENTIALLY A NON-ISSUE AS THE SCHEDULE PROVIDED AT THE PRE-CON DEPICTING MEETING THE COMPLETION DATE WITH A KNOWN NOTICE TO PROCEED DATE.
- Was Cornerstone forthright with its solutions? I'M NOT CERTAIN I COULD ATTEST TO THAT ONE WAY OR THE OTHER.
- Is Cornerstone a contractor you would recommend another agency to work with? TO MY KNOWLEDGE WISDOT STILL QUALIFIES CORNERSTONE AS AN ELIGIBLE BIDDER.
- Is Cornerstone a contractor you would prefer to work with again? TO MY KNOWLEDGE WISDOT STILL QUALIFIES CORNERSTONE AS AN ELIGIBLE BIDDER.