

Ord.

2014-0349

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. 14-11-3

An ordinance to authorize the Parish President to make partial settlement in the matter entitled "Wallace C. Drennan, Inc. vs. St. Charles Parish, et al", 29th Judicial District Court, No. 77452.

WHEREAS, Wallace C. Drennan, Inc. filed a Petition for Mandamus to contest the issues in connection with the St. Charles Parish Public Works Project known as Canal #10 Drainage Improvements, Project No. P090201.2.; and,

WHEREAS, the parties have further agreed to reserve their respective rights in connection with the remaining litigation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President of St. Charles Parish is hereby authorized to execute a Partial Settlement Agreement, and pay to Wallace C. Drennan, Inc. the sum of ONE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED FORTY-SIX AND 14/100THS (\$151,346.14) DOLLARS.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF, HOGAN

And the ordinance was declared adopted this 3rd day of November, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 11.4.14
APPROVED: DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 11.5.14
AT: 11.3.14 RECD BY: [Signature]

PARTIAL SETTLEMENT AGREEMENT

This Partial Settlement Agreement (the "Agreement") is made, effective as of November 13 2014 (the "Effective Date") by and among: Wallace C. Drennan, Inc. ("Drennan") and St. Charles Parish ("SCP") and V.J. St. Pierre, in his capacity as President of St. Charles Parish ("St. Pierre"). Drennan, SCP, and St. Pierre may be referred to from time to time herein as the "Parties".

WHEREAS, a dispute has arisen among the Parties, as more fully set forth in the Petition for Writ of Mandamus filed by Drennan in the Twenty-Ninth Judicial District Court for the Parish of St. Charles, styled *Wallace C. Drennan, Inc. v. St. Charles Parish and V.J. St. Pierre in his capacity as President of St. Charles Parish*, No. 77452 (the "Mandamus Lawsuit"); and

WHEREAS, the Parties desire to resolve the aforementioned Mandamus Lawsuit in the manner and to the extent described herein;

NOW THEREFORE, the Parties agree as follows:

(a) SCP will pay to Drennan, within thirty (30) days of the execution of the Agreement, One Hundred Fifty-One Thousand Three Hundred Forty-Six Dollars and Fourteen Cents (\$151,346.14).

(b) It is further the intent of the Parties that the payment recited in paragraph (a) above is consideration for Drennan's agreement to dismiss, without prejudice, the Mandamus Lawsuit.

(c) It is further the intent of the Parties that the payment recited in paragraph (a) above is intended to resolve Drennan's claim for payment related to the items set forth on Exhibit 1 hereto.

(d) The Parties agree that and that the resolution contemplated herein of the claims in the Lawsuit shall not function as a waiver or admission of any allegations, claims, or defenses asserted in the Petition for Damages filed by Drennan in the Twenty-Ninth Judicial District Court for the Parish of St. Charles, styled *Wallace C. Drennan, Inc. v. St. Charles Parish and V.J. St. Pierre in his capacity as President of St. Charles Parish*, No. 77453 c/w 77452 ("the Ordinary Proceeding"), and that the Ordinary Proceeding will proceed as plead.

IN WITNESS WHEREOF, the Parties execute this Agreement on the dates noted with an Effective Date as follows:

Wallace C. Drennan, Inc.

By: Wallace C. Drennan
Wallace C. Drennan, President
DATE: 11/13/14

St. Charles Parish, by
V.J. St. Pierre, in his Capacity as President of St. Charles Parish

V.J. St. Pierre
V.J. St. Pierre
DATE: 11/5/14

EXHIBIT "1"

Matherne Drive All Work	\$	13,000.00
Pleasant Valley Drive All Work	\$	5,400.00
Dixie Drive All Work	\$	2,100.00
Sewer Line Bayou Estates South Drive	\$	(6,250.00)
4" Asphalt Matherne Drive	\$	145.00
Concrete Roadway Pleasant Valley	\$	42,000.00
4" Asphalt Pavement Dixie Drive	\$	145.00
4" Asphalt Bayou Estates Drive	\$	472.50
4" Asphalt Bayou Estates South Drive	\$	2,433.00
Remove Replace Cone Drives Matherne	\$	2,130.00
Remove Replace Cone Drives Dixie Drive	\$	(1,000.00)
Remove Replace Cone Drives Pine Street	\$	3,250.00
Cone Headwalls Matherne Drive	\$	9,600.00
Cone Headwalls Pleasant Valley Drive	\$	6,200.00
Cone Headwalls Dixie Drive	\$	2,850.00
Cone Headwalls Bayou Estates Drive	\$	5,434.00
Cone Headwalls Bayou Estates South Drive	\$	2,520.00
Cone Headwalls Pine Street	\$	7,000.00
Bypass RDWY Dixie Drive	\$	9,990.00
Temporary Turn Around	\$	10,800.00
Bayou South Curb	\$	3,511.27
Bayou Estate Curb	\$	3,511.27
Dixie Drive Curb	\$	3,511.27
Additional Layout	\$	3,105.41
Culvert replacement on Bayou South	\$	4,932.97
Culvert replacement on Pine	\$	4,034.52
Dixie Dr. Water Line Offset	\$	10,519.93
TOTAL	\$	151,346.14

CHANGE ORDER

No. 1

DATE OF ISSUANCE 12/31/2012

EFFECTIVE DATE:

OWNER St. Charles Parish Department of Public Works and Wastewater
 CONTRACTOR WALLACE C. Drennan, Inc.
 CONTRACT Canal #10 Drainage Improvements
 PROJECT P090201.2 Canal #10 Drainage Improvements
 OWNER'S CONTRACT NO. P090201.2 ENGINEERS PROJECT NO.
 ENGINEER Professional Engineering and Environmental Consultants, Inc.

You are directed to make the following changes in the Contract Documents

DESCRIPTION:

1. <u>Delete the Following Work Items:</u>		
Item no. 45		\$ 100,000.00
Total of Deleted Items		<u>\$ 100,000.00</u>
2. <u>Add the Following Work Items:</u>		
a. Contract Item No. 46 Bayou South Curb		\$ 3,511.27
b. Contract Item No. 47 Bayou Estate Curb		\$ 3,511.27
c. Contract Item No. 48 Dixie Drive Curb		\$ 3,511.27
d. Contract Item No. 49 Additional Layout		\$ 3,105.41
e. Contract Item No. 51 Culvert replacement on Bayou South		\$ 4,932.97
f. Contract Item No. 52 Culvert replacement on Pine		\$ 4,034.52
g. Contract Item No. 53 Dixie Dr Water line Offset		<u>\$ 10,519.93</u>
Total of Added Work Items		<u>\$ 33,126.64</u>
3. <u>Revise the Following Work Item Quantities:</u>		
a. Contract Item No. 2 Matherne Drive All Work		\$ 13,000.00
b. Contract Item No. 3 Pleasant Valley Drive All Work		\$ 5,400.00
c. Contract Item No. 4 Dixie Drive All Work		\$ 2,100.00
d. Contract Item No.17 Sewer Line Bayou Estates South Drive		\$ (6,250.00)
e. Contract Item No. 24 4" Asphalt Pavement Matherne Drive		\$ 145.00
f. Contract Item No. 25 Concrete Roadway Pleasant Valley		\$ 42,000.00
g. Contract Item No. 26 4" Asphalt Pavement Dixie Drive		\$ 145.00
h. Contract Item No. 27 4" Asphalt Bayou Estates Drive.		\$ 472.50
i. Contract Item No. 28 4" Asphalt Bayou Estates South Drive		\$ 2,433.00
j. Contract Item No. 30 Remove Replace Conc. Drives Matherne		\$ 2,130.00
k. Contract Item No. 32 Remove Replace Concrete Drives Dixie Drive		\$ (2,000.00)
l. Contract Item No. 35 Remove Replace Conc. Drives Pine Street		\$ 3,250.00
m. Contract Item No. 36 Concrete Headwalls Matherne Drive		\$ 9,600.00
n. Contract Item No. 37 Concrete Headwalls Pleasant Valley Dr		\$ 6,200.00
o. Contract Item No. 38 Concrete Dixie Dr		\$ 2,850.00
p. Contract Item No. 39 Concrete Headwalls Bayou Estates Dr.		\$ 5,434.00
q. Contract Item No. 40 Concrete Headwalls Bayou Estates South Dr.		\$ 2,520.00
r. Contract Item No. 41 Concrete Headwalls Pine St.		\$ 7,000.00
s. Contract Item No. 42 Bypass RDWY Dixie Drive		\$ 9,990.00
u. Contract Item No. 44 Temporary Turn Around		<u>\$ 10,800.00</u>
Total Change in Work Item Quantities		<u>\$ 117,219.50</u>
TOTAL CHANGE IN PROJECT COST		<u>\$ 50,346.14</u>

Reason for Change Order:

CHANGE ORDER

1. Deleted Work Items: No work was performed under this item
2. Add the Following Work Items:
 - a The 6-inch barrier curb was added to protect the water mains.
 - b The 6-inch barrier curb was added to protect the water mains.
 - c The 6-inch barrier curb was added to protect the water mains.
 - d Additional layout was performed in various streets to avoid conflicts with existing utilities
 - e We received our notice to proceed on October 24, but we were unable to begin work until November 4 due to the limits of the servitude agreements were not received and the direction from the Parish on the water main offset elevations were not received until November 4.
 - f due to replacement of culverts at 134 Bayou South This work resulted in additional excavation and trucking to haul off the old culvert, concrete and fine grading for the driveway. This work had to be done in order to complete base course installation, fine grading and formwork for the roadway
The Parish directed us to raise the invert elevation of box culvert approximately one foot from the original plan elevation. This direction came after the waterline offset was installed at the elevation provided to accommodate the original plan elevation of the box culvert. The new box culvert elevation resulted in the need redo the offset and raise the waterline to eliminate the conflict with the new box culvert
 - g
3. Revise the following Work Item Quantizes:
 - a. The resident on Matherne Dr. requested the mound of dirt be removed to the fence. SCP requested the dead tree on Matherne Dr. be removed before it fell into the canal. SCP requested the rotten water main supports be replaced on Matherne Dr.
 - b. The 36-inch drain line on Pleasant Valley was rerouted to avoid conflict with the south headwall. The 24-inch pipe was changed to plastic pipe on Pleasant Valley
 - c. SCP requested the 24-inch drain pipe under the driveway at 139 Dixie Dr. be removed & replaced.
 - d. Credit for the sewer manhole and the catch basin that was not used.
 - e. To tie-in the existing paving at an approved location, the paving limits were extended.
 - f. To insure proper drainage, the elevations and the length of the restoration limits were extended.
 - g. To tie-in the existing paving at an approved location, the paving limits were extended.
 - h. To tie-in the existing paving at an approved location, the paving limits were extended.
 - i. To remove low point in roadway the top of pavement was raised and the paving limits were extended.
 - j. To insure proper drainage, the elevations and the area of the restoration limits were extended.
 - k. Actual quantities installed.
 - l. To tie-in the existing paving at an approved location, the paving limits were extended.
The headwalls were extended to provide enough cover for the water mains and to reduce the slope
 - m. between the roadway and the canal for pedestrians.
The headwalls were extended to provide enough cover for the water mains and to reduce the slope
 - n. between the roadway and the canal for pedestrians.
 - o. The invert at Dixie Dr. was raised to match the upstream & downstream box culverts.
The headwalls were extended to provide enough cover for the water mains and to reduce the slope
 - p. between the roadway and the canal for pedestrians.
The headwalls were extended to provide enough cover for the water mains and to reduce the slope
 - q. between the roadway and the canal for pedestrians.
The headwalls were extended to provide enough cover for the water mains and to reduce the slope
 - r. between the roadway and the canal for pedestrians.
 - s. A cypress tree was removed on the north side of Dixie Dr. for the bypass road. The 24-inch pipe was added and the bypass road was lengthened on the north side of Dixie Dr.
 - u. The temporary turnarounds were redesigned in order to stay within the R.O.W. and expanded for the buses.

CHANGE ORDER

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$1,077,600.00
Net Increase (Decrease) from previous Change Orders	\$ -
Contract Price prior to this Change order:	\$1,077,600.00
Net Increase (Decrease) this Change Orders	\$ 50,346.14
Contract Price with all approved Change Orders:	\$1,127,946.14

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion:	
Ready for Final Payment:	
Net Change from previous Change Orders	
Substantial Completion:	0 days
Ready for Final Payment:	0 days
Contract Times prior to this Change Order	
Substantial Completion:	
Ready for Final Payment:	420 days
Net Change this Change Orders	
Substantial Completion:	6 days
Ready for Final Payment:	6 days
Contract Times with all approved Change Orders:	
Substantial Completion:	
Ready for Final Payment:	0 days

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
 ENGINEER (Authorized Signature)

By: _____

By: _____
 CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.