

# Forward Jefferson Corporation

700 Churchill Parkway, Avondale, LA 70094

PH: (504) 875-3908 FAX: (504) 875-3923

## FORWARD JEFFERSON CORPORATION (FORJ)

October 31, 2013  
8:30 A.M.

### AGENDA

#### I. Unfinished and New Business – Chairwoman, Lynda Nugent-Smith

- Approval of Minutes for August 29, 2013
- Approval of Settlement Agreement between FORJ and Woodrow Wilson Construction Contractors

#### II. Adjournment

**The meeting begins at 8:30 a.m. and will be held at the Jefferson Parish Economic Development Commission Office, 700 Churchill Parkway, Avondale, LA 70094**

In accordance with provisions of the Americans with disabilities Act Amendments Act of 2008, as amended, JEDCO shall not discriminate against individuals with disabilities on the basis of disability in its services, programs or activities. If you require auxiliary aids or devices, or other reasonable accommodation under the ADA Amendments Act, please submit your request to the ADA Coordinator at least forty-eight (48) hours in advance or as soon as practical. A seventy-two (72) hour advanced notice is required to request Certified ASL interpreters.

**ADA Coordinator for JEDCO** – Scott Rojas, Director of Facilities and IT, 700 Churchill Parkway, Avondale, LA 70094 Telephone – (504)875-3908 Email – [srojas@jedco.org](mailto:srojas@jedco.org)

# Forward Jefferson Corporation

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PH: (504) 875-3908 FAX: (504) 875-3923

## FORWARD JEFFERSON CORPORATION (FORJ)

August 29, 2013 8:30 A.M.

### MINUTES

#### I. Welcome and Guest Presentation – Chairwoman, Lynda Nugent-Smith

- **Water & Sewerage Millage Presentation – Parish President John Young**  
The Parish President acknowledged those present who assisted with the Water & Sewerage Millage Presentation; Kazem Alikhani, Doug Vincent, Linda Daly and Kriss Fortunato. On October 19<sup>th</sup> voters will be asked to continue the current property tax millage rates for Sewerage and Waterworks District No. 1. The video presentation outlined capital improvements and essential services funded by the millage. President Young asked the Board to make their nominating organizations aware of the importance of continuing the current property tax millage rates for the next 10 years.

#### II. Unfinished and New Business

- **Approval of Minutes for July 25, 2013**  
Dr. Vinicio Madrigal motioned to approve the minutes; seconded by Steve LaChute. The motion passed unanimously.
- **Resolution authorizing Change Order #8 to contract between WWCCI and FORJ – Dottie Stephenson**  
Dr. Vinicio Madrigal motioned to approve the resolution which authorizes Change Order #8 in the amount of \$54,584.15; seconded by John Tobler. The motion passed unanimously.
- **Resolution authorizing Third Amendment to FORJ Credit Agreement – Dottie Stephenson**  
Bill Peperone motioned to approve the resolution authorizing the Third Amendment to the Credit Agreement among FORJ, AMCREF and CapitalOne for the financing of the JEDCO building; seconded by Joe Ewell. The motion passed unanimously.
- **Approval of FORJ 2012 Tax Form – Cynthia Grows**  
Sharon Cassiere with Postlethwaite & Netterville presented the FORJ 2012 Tax Form 990. Bill Peperone motioned to approve the document as submitted; seconded by Dr. Vinicio Madrigal. The motion passed unanimously.

- III. Adjournment** - Joe Ewell motioned to adjourn; seconded by Bill Peperone. The motion passed unanimously.

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James Garvey  
FORJ Secretary

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October 31, 2013


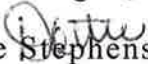
# JEDCO

Jefferson Parish Economic Development Commission

## MEMORANDUM

**DATE:** October 24, 2013

**TO:** JEDCO Board of Commissioners &  
FORJ Board of Directors

**FROM:**  Jerry Bologna, Executive Director  
Via  Dottie Stephenson, Deputy Director

**SUBJECT:** Settlement Agreement with WWCCI

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### Background

JEDCO and Assistant Parish Attorney Reed Smith have been working for over a year to reach an agreement with Woodrow Wilson Construction Company to close-out their contract for the construction of our building. The problem areas were centered on Change Order #8, number of days beyond contract's completion date for assessing liquidated damages, and the HVAC system.

### Discussion

Today Reed Smith received a **draft** of the Settlement Agreement from WWCCI's attorney. I have attached it for your preliminary review before the meetings on October 31<sup>st</sup>. Reed is adding language to protect FORJ and JEDCO and to include Hanover Insurance, the surety agency, as an intervener to the Agreement.

The attached draft does reflect accurately the pay-out amounts due WWCCI under the contract and the liquidated damages to be paid to FORJ. The agreement that we are seeking your approval of specifies \$100,000 in liquidated damages based on the project's completion date having been delayed by 100 days. WWCCI will also pay FORJ \$15,480.00 for a one-year HVAC maintenance agreement.

The infamous CO#8 was settled a couple of months ago. FORJ and JEDCO approved it at their meetings in August; WWCCI has signed it.

### Recommendation

Please review the attached document for the settlement amounts. As soon as we receive the final agreement, we will send it to you. The monetary amounts will not change.

*Draft*  
*10/23/13*

**SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, in order to resolve all payments by and between Woodrow Wilson Construction Company, Inc. ("WWCCI"), Forward Jefferson Corporation ("FORJ") and Jefferson Economic Development Corporation ("JEDCO") arising out of or related to the construction contract (the "Contract") between WWCCI, as general contractor, with FORJ and JEDCO, as owners, (collectively as the "Owner") for the construction of the JEDCO Office Building Churchill Technology Business Park, located in Jefferson Parish, Louisiana (the "Project").

The parties to this Settlement Agreement ("Agreement"), agree and stipulate as follows:

1. The Parties to this Agreement are WWCCI, FORJ and JEDCO.
2. This Agreement is made without any admission of liability by any person or party. It is made solely for the purpose of resolving the disputes, expressly stated or implied, known and unknown, relating to or arising out of the Project and the Contract.
3. This Agreement comprises the entirety of the settlement agreement between the Parties.
4. The current amount of the Contract is \$5,025,082.72, which includes Change Orders Nos. 1 through 7 and No. 9.

5. The Contract describes work related to a base bid and two alternates. Because of two separate funding sources, the payments have been allocated between the base amount and the alternate amounts.
6. Change Order No. 9 is in the amount of \$8,900.00 and will be allocated as \$2,967.00 for the alternate payment and \$5,933.00 for the base payment.
7. Change Order No. 8 is in the amount of \$54,584.15 and will be allocated as \$13,168.00 for the alternate payment and \$41,416.15 for the base payment.
8. JEDCO and FORJ are currently withholding \$91,000 for liquidated damages and \$109,400.47 in retainage under the Contract for a total of \$200,400.47. That total amount is allocated as \$138,493.38 for the base withholding and \$61,907.09 for the alternate withholding.

**IT IS FURTHER AGREED AND STIPULATED THAT:**

9. In order to close out and resolve the payments owed pursuant to the Contract for the Project, JEDCO and FORJ will issue to WWCCI two checks:

(a) the first check is in the lump sum amount of ONE HUNDRED EIGHTY-FIVE THOUSAND EIGHT HUNDRED FORTY-TWO & 53/100 DOLLARS (\$185,842.53) for the final base payment, receipt of which is expressly acknowledged by the execution of this Agreement; and,

(b) the second check is in the lump sum amount of SEVENTY-EIGHT THOUSAND FORTY-TWO & 9/100 DOLLARS (\$78,042.09) for

the final alternate payment, receipt of which is expressly acknowledged by the execution of this Agreement.

10. In order to close out and resolve the payments owed pursuant to the Contract for the Project, WWCCI will issue to JEDCO and FORJ a check in the lump sum amount of ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED EIGHTY & 00/100 DOLLARS (\$115,480.00), which covers assessed liquidated damages of \$100,000.00 and a maintenance agreement for the HVAC system of \$15,480.00, receipt of which is expressly acknowledged by the execution of this Agreement.
11. Each of the Parties is responsible for their own costs and attorneys' fees.
12. The Parties warrant that they have been represented by independent counsel of their own choice and that they have, in their counsel's presence, read the foregoing Agreement, discussed it with their counsel and fully understand the contents of this Agreement and acknowledge and agree that none of them are under any duress to sign or accept the same. The recitals are incorporated herein by reference and made a part hereof. The terms of this Agreement are contractual and not a mere recital. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The individuals executing this document on behalf of the Parties represent and warrant that they have the authority to bind the Parties hereto. The Parties hereto covenant and agree to perform all such further acts and otherwise execute and deliver all such further or additional

documents, agreements or instruments which may be reasonably required to carry out the intent of this Agreement. This document constitutes the sole and entire agreement among the Parties hereto and, except as expressly provided herein, all prior written or oral communications, representations, statements or agreements shall be superseded in their entirety by the terms and provisions of this document with respect to the subject matter hereto. This document may be executed in any number of counterparts, each of which shall be deemed to be an original and all of such counterparts shall constitute one document. To facilitate execution of this document, the parties may execute and exchange by telephone facsimile counterparts of this document.

13. The Parties do not intend by any provisions hereof to confer any rights or benefits upon any third parties, and nothing herein shall be construed to create such rights. The Parties represent that they have not assigned any rights or claims against each other to any other entity or person.
14. This Agreement shall inure to the benefit of and be binding on the Parties, and their respective agents, representatives, parent corporations, subsidiaries, affiliates, predecessors and successors.
15. No provision of this Agreement shall be interpreted for or against any Party on the basis that such Party was a draftsman of such provision, each Party having participated equally in the drafting, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

16. This Agreement shall be governed by and interpreted under the laws of the State of Louisiana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

Forward Jefferson Corporation

By: \_\_\_\_\_

STATE OF LOUISIANA )

PARISH OF JEFFERSON )

I, \_\_\_\_\_, a Notary Public in and for said Parish in said State, hereby certify that \_\_\_\_\_, who serves as \_\_\_\_\_ of Forward Jefferson Corporation, a corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

NOTARY PUBLIC

\_\_\_\_\_



Print Name: \_\_\_\_\_

My Commission  
Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed  
and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

Woodrow Wilson Construction  
Company, Inc.

By: \_\_\_\_\_

STATE OF LOUISIANA    )

PARISH OF EAST BATON ROUGE    )

I, \_\_\_\_\_, a Notary Public in and for  
said Parish in said State, hereby certify that \_\_\_\_\_,  
who serves as \_\_\_\_\_ of Woodrow Wilson Construction  
Company, Inc. a corporation, is signed to the foregoing AGREEMENT, and who is

known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

NOTARY PUBLIC

\_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

Jefferson Economic Development Corporation

By: \_\_\_\_\_

STATE OF LOUISIANA )

PARISH OF JEFFERSON )

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, who serves as \_\_\_\_\_ of Jefferson Economic Development Corporation, a corporation, is signed to the foregoing AGREEMENT, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_, 2013.

NOTARY PUBLIC

\_\_\_\_\_

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_