



**PROJECT:** Tensas Cocodrie  
Pumping Station

**CLIENT:** Stockwell, Sievert, Vicellio,  
Clements & Shaddock

**LOCATION:** Concordia Parish, Louisiana

CCL was retained to determine the value of Three DDD Construction Company's claim on the Tensas Cocodrie Pumping Plant for LaSalle State Bank which had provided a line of credit for Three DDD. The pumping plant was located in central Louisiana in Concordia Parish at the confluence of the Black River, the Wild Cow Bayou and the Bayou Cocodrie. The purpose of the pumping plant was to improve flood control for the Mississippi River and its tributaries in the Tensas Basin and Red River Backwater area.

Three DDD Construction Company was a subcontractor to Rosiek General Contractors. Three DDD's scope of work included clearing and grubbing of the site, excavation of the pumping stations, excavation of the outlet and inlet channels, placement of required "levee" fill, cofferdams, and backfill. Three DDD's subcontract required completion within three years (1,100 calendar days) from notice to proceed issued in September, 1983. Construction administration was performed by the U.S. Army Corps of Engineers.

Three DDD's cost of completing their subcontract work was significantly greater than anticipated when their bid for the project was prepared. Increased costs were primarily due to two factors. First, Three DDD had anticipated that the excavation would be done in the "dry". This was based upon an interpretation of the contract specifications and representations that site dewatering would be provided by the General Contractor. Rosiek provided wellpoints and dewatering for the structure only and not for the inlet or outlet channels. This required Three DDD completing the excavation in the "wet" which significantly increased its excavation costs and required different and additional equipment.

Secondly, Three DDD had intended to perform its fill operations for levees and embankments in conjunction with excavation operations. Three DDD based its excavation plan based upon being able to move the fill material to the fill sites directly from the point of excavation. This was not possible because of the wet conditions and because portions of the soils excavated had become unsuitable as fill material. Therefore, Three DDD had to stock pile and segregate the material, which resulted in additional costs for Three DDD to complete the work.

Three DDD was terminated by Rosiek in November, 1985. Three DDD alleged that the delays experienced in excavation of the inlet and outlet channels and construction of the berms and levies were due to conditions not anticipated in their contract with Rosiek and the result of ambiguous specifications and boring logs provided by the Corps of Engineers. Finally, Three DDD alleged the Corps of Engineers provided Rosiek with contract time extensions which were not passed through to Three DDD.

CCL prepared an itemized evaluation of claim issues including responsibilities for dewatering, determination of additional costs as a result of "wet" conditions, additional time added to Three DDD's work as a result of owner direct changes and differing site conditions, additional equipment requirements, and other costs associated with Three DDD's effort on the project. CCL's analysis included evaluation of excavation and backfill productivity rates for draglines, scrapers, and belly dump trucks in both wet and dry conditions.

CCL determined the itemized value of Three DDD's equitable contract adjustment to be \$805,000. CCL provided a written report and documentation of findings and will provide testimony as required in on-going trials at the Board of Contract of Appeals in an action brought forth by Rosiek against the Corps of Engineers and in State Court in an action brought by Three DDD against Rosiek.