

Date and Location:

August 18, 2020 – 9:00 am at the project site

Attendees:

Sam Fauntleroy – Lake Ramsey HOA
Dave Caldwell – Lake Ramsey HOA
Maria Baronich – Lake Ramey HOA
Daniel Harper - Pinnacle Engineering, LLC

See attached sign-in sheet for a list of the Contractor's representatives

Minutes:

Sam Fauntleroy opened up the meeting with an explanation of the need for the project and the temporary repair measures that have been performed to date. He also explained, in general, the scopes of work for the base bid and both alternates.

Daniel Harper then followed up with a more detailed explanation of each of the proposed items of work for the base bid, and alternates 1 and 2.

Sam stressed the importance of the quotes including all the items of work necessary to give the HOA a complete, safe, and functional roadway and repair the damage to the weir structure. He also asked that any items of work not included in the proposal form that the bidder may suggest to improve the project or provide an alternative means of repair be included in the proposal. Sam emphasized that the HOA realizes that unanticipated delays during construction will occur, but that time is of the essence during this work.

Maria Baronich explained that the HOA had quotes for oak tree removal and that each bidder should indicate which of the existing oak trees, if any, will require removal with their proposed method. She indicated that any oak tree removal would be a separate item of work done by others, but the HOA needed to know up front which trees would need to be removed. Please include a note about tree removal along with your proposal.

Sam also explained that the successful bidder will not be chosen on price alone. He explained that the HOA anticipates meeting with several of the contractors after the bid opening to discuss their chosen repair method and any alternative

means they propose and make a decision to proceed after that time. An appropriate construction contingency would also be discussed at this meeting. He explained that the project would be funded by a special assessment and that it was of utmost importance that the HOA know up front what this project's construction cost will be.

Subdivision access was also discussed. The importance of access through this main entrance was stressed and the option to use the rear entrance on a limited basis was explained. It was suggested that if the contractor's proposed repair method will cause extended closure of the main entrance, then they should price options for both single lane access and complete closure with timelines for both.

Questions and Answers:

Q. Will the armoring mat in Add Alternate 1 require seeding or sod?

A. The mat area should be seeded, species to match existing area, in accordance with the mat manufacturer's recommendations and requirements.

Q. How should armoring mat be installed adjacent to damaged portion of brick wall?

A. The work to repair the damaged portion of the brick wall is to be added to the contract under the Base Bid. After repair, the armoring mat is to be installed up to the brick wall.

Q. What contract form will be used for this project?

A. A sample agreement form is attached to these minutes.

Q. Should the required striping be thermoplastic or painted?

A. The pavement striping is to be reflective painted in accordance with LA DOTD Standard Specifications for Roads and Bridges.

Q. It was mentioned that the construction time and the amount of time that the roadway would be out of service could be appreciably reduced by utilizing foam to seal the joints and voids around the culverts and conventional cut and fill in for the subbase under the road. Could a combination of repair methods, both conventional and foam injection be utilized?

A. Yes, we are open to a combination of repair methods, as long as, the solution doesn't compromise the longevity and performance of the finished roadway and repaired weir structure. To assist our review of the bids, please provide a short description of your proposed repair method with the proposal.

Q. If a section of pipe is badly damaged, can it be replaced?

A. If a section of pipe is too damaged to remain in service, then it may be replaced with a new pipe of the same size and material. Repairing in place is preferable, but authorization to replace may be granted by the Owner on a case by case basis.

Q. If the joints at a section of pipe could be better sealed by re-laying the pipe, is that an option?

A. Yes, sections of pipe may be removed and reinstalled to correct misaligned joints, but the joints should still be sealed to prevent sediment loss after re-laying.

Q. Are the "Owners Protective Liability" and "Installation Floater Insurance" items applicable to this project?

A. Yes, you should include costs for both in your bid.

Q. If the foam method of sealing joints is selected, should all pipe joints be sealed regardless of signs of leakage or sediment loss?

A. Yes, all joints are to be sealed if using the foam method. If full excavation is utilized, then all joints should be carefully examined and any noticeable leaks sealed to prevent future sediment loss.

Attachments:

Pre-Bid Meeting Sign-in Sheet
Sample Agreement Form

Pre-Bid Meeting Sign in Sheet
 Lake Ramsey Entrance Road Repairs

18-Aug-20
 9:00 AM

Name	Company	Email	Phone
Paul WRIGHT	Python Corporation	blbarron@blbarron.com	985-285-9576
Sean Cullen/Reid Robison	Mace excavation	Reid@mgceexcavation.net Sean@mgceexcavation.net	985-517-4300
Brian Normand	Prostige Landscide	Brian.Normand@Telco1.com	504-915-3230
RONALD TEJULET	HOME OWNER		985-789-2855
Brandon Himel	Byron F. Talbot	bhimel@byronetalbot.com	985-231-8898
Percy Hilerese	Warner Trucking	WarnerTalbot@emert.com	985-335 9250

**SAMPLE AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between Lake Ramsey Homeowner's Association (Owner),
and (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Repairs to the existing entrance road paving and weir structure in Lake Ramsey Subdivision along with other related work items.

ARTICLE 2 - THE PROJECT

2.01. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Lake Ramsey Entrance Road Repairs

ARTICLE 3 - CONTRACT TIMES

3.01. Time of the Essence

3.02. Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed within 120 consecutive calendar days after the date when the contract time commences to run.

3.03. Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$ 250.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete.

ARTICLE 4 - CONTRACT PRICE

4.01. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01. Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with "Time to Complete and Payment Schedule" paragraph in the Proposal Form.

5.02. Progress Payments

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment monthly during performance of the Work as provided in the "Time to Complete and Payment Schedule" paragraph in the Proposal Form.

5.03. Final Payment

- A. Upon final completion and acceptance of the Work by the Owner, Owner shall pay the remainder of the Contract Price.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Proposal Form, GPR Survey, the project site, and the other related data identified in the Proposal Form and Pre-Bid Meeting Minutes.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01. Contents

A. The Contract Documents consist of the following:

1. Proposal Form with Attachments 1 and 2
2. Pre-Bid meeting minutes
3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award
 - i. Performance Bond
 - ii. Labor and Materials Payment Bond
 - iii. Insurance Certificates
4. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages ____ to ____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8 - MISCELLANEOUS

8.01. Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.02. Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.03. Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.04. Other Provisions

8.05. IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____.

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License
No.: _____

Agent for service or
process: _____

(If Contractor is a corporation or a partnership, attach
evidence of authority to sign.)