



**Entrance Updates issued by the Lake Ramsey Board of Directors**  
**May 27, 2020, to September 14, 2020**

Notice issued May 27, 2020:

Residents and Owners,

Due to the flooding on Friday, 5/15/2020, we are experiencing a road failure on the inbound lane close to the last Oak tree on the right before the information board. The outbound lane is showing signs of extreme stress and could also fail. Until further notice please reschedule any heavy deliveries or work that requires heavy commercial vehicles. This is being requested to avoid total failure of the road. We have a road company coming out tomorrow, Wednesday, 5/27/2020 to assess repairs. This request is being made to keep the road open until repairs can be made. We apologize for any inconvenience this may cause.

Our paramount concern is the safety of our residents and keeping the road open.

As more information becomes available updates will be sent out.

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Notice issued June, 1, 2020

Lake Ramsey Property Owners,

I'll tell you what we know.

Since the May 15 flood, your HOA BOD has been pursuing repair solutions to the entrance area. It's not an easy path. You don't just go up there and "fix it"!

There have been numerous meetings with contractors to provide temporary repairs so that the area where the culverts and oak trees are located can be stabilized. The roadway has collapsed by as much as one foot on the north side where the barricades are located. The south side in that same location is also partially collapsed but is being supported by 1" thick steel plates which will allow light traffic to continue to use the road. The exception is that the garbage trucks will have access.

**IF YOU ARE PLANNING DELIVERY OF CONCRETE, SAND, GRAVEL, FILL DIRT, TIMBERS OR PILINGS, AND ANY OTHER HEAVY LOADS, THOSE DELIVERIES NEED TO BE POSTPONED. HEAVY LOADS RISK CAUSING ADDITIONAL DAMAGE WHICH COULD CAUSE THE ENTIRE ROAD TO BE CLOSED.**

There are several major wash-outs on the sides of the culverted "dam" area where rushing water scoured the earth out and ran through washouts below the asphalt and base material.

Several of the joints between some of the 48" and 36" diameter concrete culverts have opened up. We have met with a civil engineering company to assess the significance of this damage and have discussed several solutions, none of which will be inexpensive. It is possible that additional culverts, box culverts, or simply repairing what is in place will be required. Even other solutions, such as a bridge, could be necessary. Some solutions will probably be cost prohibitive!! Some solutions may even require an assessment to complete.

And, it is quite possible that some of the live oaks will have to be removed to facilitate the repairs.

We have met with multiple insurance companies to file claims for the building, roadway, fencing, gates and gate operators, irrigation, landscaping, electrical, video surveillance and security systems. Hardly anything in the area went undamaged!!

Many of you are probably unaware that the small stream (Horse Branch Creek) that runs around the north and east sides of the subdivision was diverted many years ago out of the north lake so that the south lake could be constructed. It now runs under the damaged culverts. The openings are simply not large enough to accommodate all of the water that needs to flow through them after rains such as we have recently experienced.

It appears that to reroute Horse Branch, the U S Corp of Engineers became involved because of the need to monitor and not adversely affect the watershed. In some documents, the subject area is referred to as a dam. A flood control structure.

So, we have also been in contact with the COE in order to determine if they do indeed have jurisdiction over any repair or rebuilding work that will be required. Additionally, STP may be the point of contact for interface with the COE. We have been in contact with STP.

And if those items don't make this process difficult enough, I offer you these additional comments.

There have been many developers of our property as it has been constructed in various phases. In some cases, multiple developers have been involved in the same phase with, as it turns out, rather unclear records.

At the same time that we are trying to accomplish all of the rebuilding tasks mentioned above, we are also trying to determine who actually owns the stretch of property from the red brick entrance gates, through the metal entrance gates, and up to approximately the intersection of Lakeshore Drive and Riverlake Drive! If we find that this stretch of property was never properly transferred to the LRHOA, we may find some financial relief towards the repair costs. We are researching the paper trail.

It's a tangled mess that we have to work our way through. We plan on pursuing our tasks as though our HOA has full ownership and control unless we can determine differently.

Some of you have lived in Lake Ramsey for many years and have served on the BOD or committees. If you have any knowledge relative to these many issues that you think may be of help, please feel free to contact any of the board members via personal email. Our addresses are on the web page.

Our investigative efforts have to be swift and accurate so please don't bog us down with unnecessary, and in some cases, gossip and innuendos that are counter-productive to the bigger issues.

What you are reading here is what we know at this time. When things change substantially, we will post again, either in this format or on <http://lakeramsey.com/> our official web page.

Thank you!

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Notice issued June 5, 2020

Lake Ramsey

Road Entrance Update

Friday, June 5, 2020

We have a plan to use the back gate in an emergency. We will slightly rework a portion of the roadway bed to accommodate lower, smaller vehicles.

Fire and rescue have said that they can access the subdivision through the rear gate if necessary.

We are working on additional signage for the front to limit the weight of vehicles heavier than heavy residential vehicles and the garbage truck.

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A member of the Board has cleared the bamboo and brush around the emergency exit so IF it is needed, it will be more accessible.

Please be mindful of the financial and logistical challenges the Board President, officers, and members are addressing and know that we are working diligently for the benefit of all residents.

Lake Ramsey Board of Directors



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Notice issued June 13, 2020

Since our June 1, 2020 update on the email account, your LRBOD has been working towards repairing the front entrance which was damaged by the May 15 flood. The damage actually showed up around a week later. At such time, we barricaded a lane of the roadway and later added steel plating to the other lane to cover another depression. Additional steel plating and crushed stone fill was added under the plates, as were two steel angle irons to act as speed bumps.

We placed 5 mph speed limit signs, hoping that you would slow down, as this is a very dangerous area at this time. Please help us in securing this stretch of roadway before someone is seriously injured. In addition to vehicles, we also have walkers and bicyclists using this area.

**SLOW DOWN!!**

We are in the process of limiting heavy commercial vehicles from accessing the subdivision through the front entrance so that additional damage can be avoided while a solution can be finalized and repairs can be made. Those vehicles will have to use the Major Lane/Ramsey Court rear entrance. That entrance has been reworked to accommodate delivery and service traffic as well as personal automobile traffic, when and if the need becomes necessary to use that entrance.

Since the June 1 update, the BOD has met with 2 companies to discuss possible solutions. Because the weir was constructed as a COE flood control device, we are allowed to repair it without going through a lengthy approval process. Repairing is the quickest and easiest solution to our problem.

Yes, it is possible that we could have another flood which tops the roadway again. We have discussed armoring the upstream and possibly downstream sides of the weir to allow overflow to happen without damage, as occurred this time. The original design seems to have expected water to flow over the roadway under certain conditions.

Without getting into details as to what will occur during the repair work, at least the areas where the barricades are located possibly will be excavated to the bottoms of the large concrete pipes. The pipes themselves do not appear to be damaged but some of the joints are compromised and will have to be reset or closed in some manner.

All of the damaged areas will have to be discovered, evaluated, and repaired. To that end, we are considering obtaining proposals for deep ground penetrating radar to help locate any below surface anomalies. This should show any below surface voids that will need to be repaired.

We should be receiving information from the companies we have been talking with this coming week. At that time, we will review them and determine if any additional information or investigative work is necessary prior to obtaining multiple bids and beginning work.

Previously, we told you that there is uncertainty as to the ownership of this property. That is still the case. We have obtained the services of an abstractor to make this determination.

Certainty of ownership is not going to stop us from proceeding with the repair work. If it is determined that we do not own the property, we will seek reimbursement from the owner.

Additionally, some of you have asked if FEMA will pay for the repairs. FEMA has advised that due to a disaster declaration not being requested by the State and signed by the President, there is no assistance that can be requested from the Federal Government.

We can't give you for a timeline for completing the repairs yet. Hopefully, we will have a better timeline established after the next 7 to 10 days.

Please forward this to other LR residents whom you know that may not receive these updates so that they are aware of our efforts.

Also, please talk with your family members, especially your children who drive, about the need to observe the 5 mph speed limit at the entrance. Some of you fly through that area!

Thank you for your cooperation.

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Notice issued June 19, 2020:

Residents and Owners, June 19, 2020

The front entrance temporary repairs are complete and the back gate has been closed and locked. Below is the defining paragraph from the STP Council that allowed the construction of the back entrance, but which also places strict stipulations on its use:

BE IT FURTHER ORDAINED that the owner/developer must install a gate along the right-of-way between Ramsey Court and Major Lane and provide an aggregate surface area at the dead end of Major Lane that is acceptable to the Parish Department of Engineering and which would allow for public use of the intersection only in the event that it is necessary for emergency purposes. (See Exhibit 2). "Emergency purposes" include ingress and/or egress by first responders and evacuations in case of natural disaster.

Representatives from STP have suggested that we request to use the single-lane construction road (to the north just outside the red brick gate columns) as a temporary entrance. We investigated this possibility and found the road to be greatly substandard, requiring extensive rebuilding. It also appears that the owner is unwilling to cooperate in granting use by us or to rebuild the road. The front entrance inbound lane is unusable to traffic and is closed off with barricades.



The area of the 5' dia x 30" deep washed out hole in the outbound lane was filled with 4 tons crushed limestone, compacted, and is now covered with the 3 existing 4' x 8' x 1/2" steel plates which were supplemented with 4 more. Two (2) additional steel plates (4' x 8' x 1/2" ) were added to the center section of the plates totaling 1" thick over the filled hole, one (1) to the length to increase the total length to 16 feet and one to the side over the area leading to the inbound hole to better distribute the weight for trucks with dual rear wheels. All 7 of the plates are welded together. We are allowing all traffic to use the roadway because we have no way to police the traffic and

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On June 18th, ground penetrating radar scans were performed of the entire roadway, side shoulders and the sloped intake spillway. The report, which will be received today (6/19/2020) by COB, will enable bidders to more fully understand the subsurface conditions and to provide a more accurate scope of work and construction bid. It is our intention to use this and other information to complete the repairs to the best of our and our construction partners abilities so that the Lake Ramsey property owners do not have to revisit this situation again. Thank you for your patience while we work our way through this unfortunate situation.

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Notice issued Sunday July 19, 2020  
(Resident inquiry regarding front entrance aesthetics)

Yes, the front does not have a better appearance than 2 months ago. And it's going to stay that way until we are able to settle with the insurance companies. Our landscape company will be working in the subdivision to maintain all other contractual obligations.

Although we have received a positive response from the flood insurance company that covers the guard house and surveillance equipment, we were not so fortunate with the property insurance company. Their decisions are going to be addressed by a private adjuster. Being turned down by the flood insurance company potentially will cost the LRHOA tens of thousands of dollars.

Once we resolve the insurance settlement issues, we may be able to repair the surveillance and gate systems and regain control of the entrance prior to the road repairs being completed. We'll see how that works out. We have been able to determine that the LRHOA owns the 50 ft wide ROW from where the parish road ends at the red brick columns up to the intersection of Lakeshore Drive and Riverlake Drive.

We will be getting a survey company to set rods along the boundary so that we can quantify the cost of the work on our property vs the cost of the work just outside of our property line.

The brick headwall upstream of the roadbed is on OCI property, as is most of the property outside of our ROW. Our attorney is seeking financial assistance from OCI, but all of the work will be completed, one way or another.

I'm sure that some of you are aware that we had to open up the hole below the steel plates and place more crushed limestone in the void. Currently, there is approximately 6 tons of stone below those seven 1/2" thick steel plates. At this time, this appears to be the best solution to keeping the one lane open.

We will be receiving a proposal from a second civil engineer this week for professional services to assist us with evaluating proposals from contractors. They will also work with us during the construction phase to help assure that the repair work is completed as proposed.

We appear to be in somewhat of a truce with those on Major Lane and Green Valley who do not want us using the rear emergency entrance. We have been opening the gate to allow heavy trucks (Roofing shingles, tree trimmers, etc.) to enter and exit the subdivision with little complaining from their camp. We intend to proceed along those lines unless we are forced to file a legal challenge, which we hope does not come. At this time, we will not be allowing general public use of the rear entrance.

We told you months ago that there was no quick fix to this problem. Unforeseen issues along the way, not to mention covid19, have complicated and delayed our progress. We ask that you continue to be patient while we work towards completion.

The BOD also is working to be prepared for the annual meeting in October. There's a lot to do! Various timelines have to be met. With the restrictions on meetings that we all have to contend with, we're not sure how that's going to work!!

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Notice issued August 25, 2020  
Projected Timeline of Board

August 26, 2020: Bid deadline for road entrance repairs and gatehouse.

Please read the minutes of pre-bid meetings for the scope of work.

August 27, 2020: HOA meeting

Review current bids and determine what additional bid information is needed for selection of contractors and repair method(s) in order to calculate the amount of special assessment.

August 28, 2020: Board nominations will be posted on the [www.lakeramsey.com](http://www.lakeramsey.com) website with a 10-day period for resident nominations to the Board.

September 7, 2020: Board position nominations closed.

September 17, 2020 (or within 1-2 days thereafter): GNO mailout of October 17, 2020, notices for the annual meeting and separate special assessment meeting to include:

- Notice of Annual Meeting (Oct. 17, 2020, at 10:00 a.m.) and Notice of Special Assessment Meeting (October 17, 2020, at 11:00 a.m.) Location this year: The Vintage Court
- Proposed Amended Bylaws to be voted on by residents.
- Ballot on election of new Board members and Bylaw amendments.
- Projected cost report for front entrance repairs used to calculate special assessment.
- Separate Ballot for approval of Special Assessment.

There are 403 property owners. 51% will require approval by 206 owners.

Per the Covenants: If the special assessment is favored by a majority of the votes cast at the special assessment meeting, but is less than the requisite 51% of the membership, those members who were not present in person or by proxy may give their assent in writing provided the assent is obtained by the officers of the Association not later than 30 days from the date of the special assessment meeting

November 16, 2020: Deadline for obtaining requisite votes for special assessment if annual meeting criteria is met.

If the special assessment is approved, the bank loan process will begin to fund necessary repairs.

Upon receipt of funding, a schedule can be established with contractors to begin repairs.

Funding will dictate how soon repairs can begin.

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The Board received the engineer's report and the bid process was announced for repair of the gatehouse (aka guardhouse) and entrance road.

Pre-bid meetings were held for at the entrance road project site on Tuesday, August 18, 2020 at 9:00 am. and at the gatehouse on Tuesday, August 18, 2020, at 10:30 am.

Minutes of these bid meetings are posted on [www.lakeramsey.com](http://www.lakeramsey.com)

Bids are due August 26, 2020.

Gatehouse and housed electrical and surveillance equipment:

Flood insurance originally proposed a coverage amount of \$8,714.52, less deductible for a net of \$7,714.52.

The Board employed the services of a private insurance adjuster to review the policy and claim.

Upon receipt of the adjuster's analysis, an additional claim was submitted to the insurer.

The insurance company then provided an amended coverage proposal of \$12,685.69, less deductible for a net of \$11,685.69.

It is the Board's intention to repair the gatehouse and to hold the cost as close as possible to the amount received from the insurance company resulting in the least possible expense to the Homeowners. Bids are currently being obtained.

Entrance road, gate, and weir:

Repairs to the entrance road, subsurface drainage, upstream and downstream weir shoulders, and the downstream drain near the metal gates will be performed under a contract separate from the gatehouse.

We plan to repave the existing asphalt roadbed from the gates to the west past the steel plates.

Because the weir was mandated by the Corp Of Engineers (COE) as a flood control structure, we can only perform repairs without obtaining another permit from the COE. No insurance money is available for this work, as these are not insurable items. Additionally, this damage is not eligible for FEMA funds.

The entrance gate repairs are not a covered loss. The gates and surveillance system will be repaired by the current vendors at an estimated cost to the HOA of \$18,135 for the entrance gates and approximately \$1,790 to repair the existing surveillance system. A portion of the surveillance system cost for the equipment that was located inside the gatehouse will be covered by the flood insurance. Due to the age of the system, the Board is investigating the cost of an upgraded surveillance system which will provide added security. The cost of an upgraded system is not yet known, but we are trying to obtain that information for the 8/27 Board meeting.

Tree removal and Landscaping:

Every effort will be made to save the oak trees lining the entrance road but several of them are growing directly above the damaged culvert areas. Tree removal will be performed only where necessary to accommodate road and culvert repairs.

All landscaping costs must be paid by the HOA since it is not a covered loss. The Board intends to spend only what is necessary to refurbish existing flowerbeds and address the boulevard areas in front of the Gatehouse.

Funding:

Year after year numerous homeowners fail to pay their annual assessments (dues) which is the only source of HOA income. The nominal amount of the annual dues, along with the consistent failure of some homeowners to pay, will continue to result in an inability to accumulate excess funds sufficient to meet the costs associated with a major loss such as we are now facing. Typically, homeowners who complain about the costs of legal fees and collection costs are the same homeowners who choose to not pay their dues. Understandably, these homeowners discourage HOA steps to pursue payment. The Board is mindful of the expense of taking legal action; however, the current Board is working with HOA attorneys to collect unpaid assessments, fines, and late charges which could result in the placing of liens on property, judgments, and the use of other collection methods.

A bank loan and special assessment to homeowners will be needed to cover the cost of the entrance flood damage repairs. Property owners will receive a notice of a Special Assessment meeting, as prescribed by the Covenants, to be held on October 17, 2020, the date of the Annual Meeting, and a vote of 51% of property owners is needed to pass the assessment. The amount of the assessment will be based on the total cost of the repair project.

If the special assessment fails to pass, the Board will have to continue to patch the remaining lane using annual subdivision road repair funds. This would also mean that street repairs will be stopped or dramatically reduced due to lack of funding. For perspective, per the GNO financials the cost of street repairs for the 5-year period from 2015 to 2019 was \$162,305. The entrance repairs will be substantially more than this 5-year period expense.

Several things have happened over the last few days that have impacted the front and rear entrances to our wonderful subdivision. Your HOA is doing our best to manage the events.

1. As you know, the HOA has been allowing heavy trucks to use the rear emergency gate rather than possibly further damaging the front entrance. This past Thursday, September 10, one of our residents who was assisting with letting the trucks into LR was verbally accosted by one of the residents who lives outside the gate. I was not there, but it is my understanding that the “conversation” became quite ugly on the part of the outside resident. Long story made short, sheriff’s deputies and a watch commander showed up and told those present that further use of the gate would result in arrests. We had no choice but to discontinue using the emergency gate.
2. The next day, September, 11, we had already scheduled a meeting with the low bidder for the front entrance weir repairs to review the work and answer any additional questions that the company may have relative to the work. Concurrently, we had scheduled to have our temporary entrance repairs contractor present to remove the steel plates from the damaged area so that we could determine if any additional work needed to be done to strengthen the road while we wait until the permanent repairs can take place after the LR Annual Meeting on October 17.
3. We removed the steel plates and found that the previously installed material had settled very little and that only a small amount of additional crushed stone was required to be installed and compacted. We also removed as much cracked and broken asphalt from the inbound lane and filled the remaining hole with crushed stone prior to compacting that side of the roadway. The steel plate was put back into place and the road put back into use. The inbound lane was kept out of use because we do not know if the integrity of the material below the newly-placed crushed stone is sufficient to handle traffic.
4. While we were watching the effect of the traffic on the completed work, I received a call from Parish Councilwoman Martha Cazaubon who had been contacted by a Parish Council ADA. Mrs. Cazaubon returned her call with news of our work and a discussion of the events the previous day at the rear entrance. Another long story made short, Mrs. Cazaubon is working to get a temporary ordinance passed to allow construction traffic through the back gate until repairs to the front are completed.
5. In the meantime, the HOA intends to allow construction traffic and school buses to enter the subdivision through the front entrance. We will monitor the roadbed and make additional repairs as needed to maintain access to the subdivision until the permanent repairs can be made.
6. Relative to the potential for additional damage by the possibility of heavy rainfall and flooding, we intend to use the rear entrance if the road is damaged by flood waters with the caveat that the rear entrance floods also. To that end, we are staging additional repair materials and equipment at the entrance to make repairs as are needed as soon as we can work safely.

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## **Minutes of the Pre-Bid meetings held on August 18, 2020:**

PRE-BID MEETING MINUTES  
LAKE RAMSEY ENTRANCE ROAD REPAIRS  
LAKE RAMSEY HOMEOWNERS ASSOCIATION (HOA)  
Page 1 of 3

**Date and Location:**

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

**Attendees:**

Sam Fautleroy – 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 relaying.

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

Pre-Bid Meeting Sign in Sheet		18-Aug-20	
Lake Ramsey Entrance Road Repairs		9:00 AM	
Name	Company	Email	Phone
PAUL WRIGHT	Python Corporation	plbranson@lbranson.com	985-290-9816
Sean Cullen/Reid Robison	Magee excavation	scullen@mageeexcavation.net Srobb@mageeexcavation.net	985-517-4300
BRIAN NORMAND	Prostige Worldwide	Brian.Normand@Icbl.com	504-415-3220
RONALD TEULET	HOME OWNER		985-789-2855
Brandon Himel	Byron E. Talbot	bhimel@byronetalbot.com	985-231-8898
Percy Kilcrease	Warner Trucking	WarnerTrk@aol.com	985-335-4122

**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.)

**PRE-BID MEETING MINUTES  
LAKE RAMSEY GATEHOUSE REPAIRS  
LAKE RAMSEY HOMEOWNERS ASSOCIATION (HOA)**

**AUGUST 18, 2020 10:30 AM**

- 1) Prebid was advertised on the [www.lakeramsey.com](http://www.lakeramsey.com) webpage as well as on the [lakeramsey@yahoo.com](mailto:lakeramsey@yahoo.com) group email page. HOA members were urged to notify potential bidders about the meeting. Only one potential bidder showed up.
- 2) During the meeting in and around the gatehouse, various aspects of the work as outlined on the bid proposal form were discussed with the bidder and HOA members.
- 3) Because the bathroom walls have to be inspected inside the wall cavity as partial removal of those existing panels progresses, additional minor mold or mildew remediation may be required prior to installing the new FRP panels.
- 4) As the work is mostly, cleaning, repairing, or replacing the existing damaged materials, not a lot of discussion took place concerning that portion of the project. Most of the discussion was centered around the need to coordinate the work with the owner's vendors for the gate and surveillance system.
  - a. The owner's surveillance system company will remove all of the panels, cabinets, wiring and other equipment and devices prior to the contractor starting work so as not to impede the gatehouse contractor's progress.
  - b. The new surveillance system panels will be located above counter height by the surveillance contractor at the conclusion of the gatehouse work. The HOA will notify the surveillance contractor when it is time for them to do their work inside the gatehouse.
  - c. We have to change out the power supply panel inside (west side) of the metal fence between the exit gate and the visitor's gate. This panel powers the gate operators. Dave Caldwell requested that the gatehouse contractor replace this panel, breakers, and conductors and associated items in his bid to avoid bringing in another trade to do only this work. New conductors will be pulled back to the main panel on the gatehouse. The panel will be raised on a new galvanized Unistrut support to be 24" above the level of the asphalt roadbed to help avoid future flooding. There is also a non-code compliant pull box in this area that needs to be replaced.
  - d. At this time, it is believed that the existing control and power panels on the west end of the gatehouse will remain in place.
- 5) There being no other items of discussion, the meeting adjourned at approximately 11:30.
- 6) End of minutes.

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**BIDDER SIGN-IN SHEET**

1.	Jimmy Manton Hillside Builders jimmy@hillsidebuilders.com	14534 James Core Rd Folsom, LA 70437 985-264-3049		
NAME	COMPANY	ADDRESS	EMAIL	PHONE
2.	Maria Baronich LR HOA			
NAME	COMPANY	ADDRESS	EMAIL	PHONE
3.	Dave Caldwell LR HOA			
NAME	COMPANY	ADDRESS	EMAIL	PHONE
4.	Susan Huff LR HOA			
NAME	COMPANY	ADDRESS	EMAIL	PHONE
5.	Sam Fauntleroy LR HOA			
NAME	COMPANY	ADDRESS	EMAIL	PHONE
6.				
NAME	COMPANY	ADDRESS	EMAIL	PHONE