

Louisiana Homeowners Restore LA Solution 1 State offers Turnkey Contractor Solution



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The state of Louisiana Office of Community Development hired IEM Inc. to manage the repair and reconstruction program for our flood damaged homes. The state trusts IEM, now our Louisiana neighbors can assure the contract and trust is never broken.

Solution One (1) Homeowners in the Restore LA (ReLa) program.

You signed up and were awarded a Turnkey solution provided by the OCD-DRU Contractor IEM Inc. I will be reviewing points in the contract between IEM Inc. and the states OCD-DRU that also include you the homeowner.

A link to the full contract between **Innovative Emergency Management Inc** (IEM Inc) DUN #601275282 ? effective and signed #4/21/2017 expires #4/20/2020 in the amount of **?\$308,000,000** to manage the ?Restore Louisiana Homeowner Program implementation and administration.

You have the right to know what is in the contract and what affects you directly. Please read and understand your rights as a homeowner and what you should do to make your rebuilding after the flood less of a conflict with state officials and more involved with the actual people doing the repairs. Most contractors are here to help, some are here only to profit. Learn how you can enforce quality standards that put you first in the 120 day rush to finish and sign off of your home. It's your home, it's what you are going to live in for many years to come, demand that quality, inspections and building codes be enforced at every phase of your rebuild.

Learn some of the local and state building codes that will help you with your questions to the contractor. Be sure you bring a trusted family member, friend and / or neighbor into your rebuilding realm to give you a second and even a third opinion on how things look to be going and what is actually happening.

You are the Disaster Victim, you survived and that's stressful. You've been waiting months even years to get

back into your home. Don't let the next 120 days of rushing your project to a deadline be all you remember of your rebuild. It's your home, manage it by communicating with your contractor any questions, concerns or issues. Be sure you are 100% clear on the Scope of Work (SOW) before it begins. If your contractor doesn't want to spend the time with you ask your case worker to setup a meeting between you and your case worker. If that doesn't work, continue up, ask for a meeting between your contractor and your state licensed construction project manager at IEM Inc.

Bottom line is we want you to get back into your home and we want your home repairs to last a lifetime.

Your Case Manager is responsible for processing applicants within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Case Manager 1 may also provide support with day-to-day project management activities, which may include outreach events, fielding and responding to inquiries made by applicants, document management, and other case tasks as directed by the OCD-DRU.

Solution 1 Contractors: *(The people, companies doing the actual repairs to your home.)*

- The Contractor will report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.
- The Contractor must provide the State notice on all sub-contractors it intends to hire to accomplish the recovery mission. *(The rebuilding / repairing of your home.)*
- All sub-contractors must meet state and federal regulatory, compliance and licensing guidelines.
- Contractor shall also provide evidence of personnel qualifications for review, as required.
- Contractor shall conduct pre-construction meeting with the homeowner to discuss work to be done, anticipated timelines, and to communicate homeowner rights and responsibilities.

At the end of construction, the Contractor shall meet with the homeowner to evaluate work and determine corrective actions to be taken. All **corrective action** shall be **completed** within **14 business days**.

The Contractor must provide an official certificate of occupancy (or local jurisdiction equivalent) upon completion of all work to the homeowner and retains this certificate on file.

Contractor is responsible for developing, producing and maintaining all required documentation required by HUD and OCD-DRU.

The Contractor shall furnish all necessary labor, materials, tools, equipment, all necessary water, heat, electricity, light, sanitary facilities and transportation necessary for performance of the work. The Contractor must ensure all construction meets local and state building codes, ordinances and established / routinely enforced policies, conducting progress and final inspections and approval of payments accordingly. Contractor shall also comply and maintain appropriate documentation to ensure that all requirements of HUD and the CDBG program for repairs and new construction are met, including (but not limited to) those related to the use of recycled materials, mobile homes, minimum standards, mold remediation, lead-based paint, asbestos, floodplain management requirements, and those found in the HUD

CPD Green Building Retrofit Checklist.

The Contractor shall be responsible for coordinating with local / state building code enforcement officials, as necessary, to facilitate and ensure timely permitting, approvals, and inspections. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who has authority to act for the Contractor.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

The Contractor shall at all times keep the work area, including storage and outdoor areas, free from accumulations of waste materials, and shall broom-clean the work site daily. After completing the work and before final inspection, the Contractor shall leave the work area in a clean, neat, and orderly condition; perform all specified tests; and, deliver the installation in complete and operating condition.

The Contractor shall serve as the SPM's technical representative with respect to any architectural, engineering, and design matters related to the work performed under the contract.

For each home, the Contractor shall prepare and submit to the homeowner a practicable schedule, not to exceed 120 calendar days, showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form suitable indicate appropriately the percentage of work scheduled for completion by any given date during the period.

For each home, the Contractor shall complete all work for the agreed upon SOW. No adjustment in price will be made for differing or unknown site conditions encountered during construction without the prior written approval of OCD-DRU.

The Contractor must closely monitor all construction timelines and provide the State with weekly briefings and written reports that at a minimum outline the number of homes assigned, where they stand within the process, anticipated project completions in the current and following month, and any issues standing in the way of or slowing construction efforts beyond anticipated timelines. OCD-DRU may add additional reporting requirements as required and in their sole discretion.

For each home, the Contractor shall complete all work required under this contract within 120 calendar days of the effective start date. If the Contractor fails to complete the work within the time specified according to the approved schedule, or any approved extension, the Contractor shall pay to the OCDDRU as delay penalties, the sum of \$ \$200 for each calendar day of delay.

Upon completion of the construction, the Contractor shall document and obtain photos and other evidence of completion of items approved in the project scope of work to obtain payment and demonstrate project completion.

Contractor's Insurance/Bonding Requirements: See Section 25 INSURANCE in the body of this Contract

for insurance/bonding requirements.

All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the project scope of work approved by OCD-DRU.

The Contractor shall be responsible for the timely coordination with homeowner for selection of finishes, fixture and cabinet styles and any other options available to the homeowner

The Contractor is precluded from alternative contract arrangements with the homeowner to upgrade fixtures, equipment, finishes, etc. beyond that allowable under the ReLa program.

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings specifications in the contract, all work installed shall comply with all applicable local, state and federal codes and regulations as amended by any waivers.

In performing this contract, the Contractor shall ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation; protect the lives, health, and safety of other persons; prevent damage to property, materials, supplies, and equipment; and, avoid work interruptions.

The Contractor and each subcontractor shall comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1925.

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against theft, damage by dampness and cold, to dry out the work, and to facilitate the completion of the work.

The Contractor shall preserve and protect all structures, equipment, utilities and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to OCD-DRU inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract. The Contractor shall keep on the work site a copy of any drawings, specifications, permits, etc. and shall at all times give the SPM access thereto.

Resources:

- [State of Louisiana OCD-DRU](#) (Office of Community Development - Disaster Recovery Unit)
- [State of Louisiana OCD-DRU DR-4277 & DR-4263 Flood Contracts Page.](#)
- [Innovative Emergency Management Inc. \(IEM\) Contract PDF.](#)
- [FEMA DR4277](#) August 2016
- [FEMA DR4263](#) March 2016

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