

11/7/2018	Initial Version Published
8/20/2019	Version 2.0 Published <ul style="list-style-type: none"> • See attached change tracker
	Pg. 2 - Remove - "and Pre-Construction Scope Verification" from the first block in the 2nd graphics.
	Pg. 2 (1.1.2 National Objective and Eligible Activities) The "(FR-6066-N-01 and 6109-N-01)" be replaced with , "Vol. 83, No. 28, February 9, 2018 and Vol. 83, No. 157, August 14, 2018,"
	Pg. 2 (1.1.2 National Objective and Eligible Activities) Remove - " a Bringing the home into code compliance"
	Pg. 2 (1.1.2 National Objective and Eligible Activities) Add to the Last paragraph - " consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C. 4601 et seq., the regulations at 49 CFR 24, 70 FR 589, HUD guidance and associated waivers in the applicable Federal Register Notices for Hurricane Irma recovery)."
	Pg. 4 - Add to Definitions " Environmental Review : All qualified projects must undergo an environmental review process. This process ensures that the activities comply with the National Environmental Policy Act (NEPA) and other applicable state and federal laws."
	<p>Pg. 4 - Add to Definitions " Flood Hazard Area: Areas designated by FEMA as having risk of flooding.</p> <p>Flood Insurance: The Flood Disaster Protection Act of 1973 (42 U.S.C. 4012a) requires that projects receiving federal assistance and located in an area identified by FEMA as being within a Special Flood Hazard Areas (SFHA) be covered by flood insurance under the National Flood Insurance Program (NFIP). In order to be able to purchase flood insurance, the community must be participating in the NFIP. If the community is not participating in the NFIP, federal assistance cannot be used in those areas.</p> <p>Floodplain: FEMA designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the severity or type of potential flooding in the area.</p> <ul style="list-style-type: none"> • 100-year floodplain: the geographical area defined by FEMA as having a one percent chance of being inundated by a flooding event in any given year. <p>Green Building Standards: All rehabilitation that meets the definition of substantial improvement, reconstruction, or new construction must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (1) ENERGY STAR (Certified Homes or Multifamily High-Rise), (2) EPA Indoor Air Plus (Energy Star a prerequisite), (3) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), or (4) ICC–700 National Green Building Standard.</p> <p>Homeowner Grant Agreement: Written agreement between DEO and an awarded applicant detailing the grant award, award calculation and any requirements placed on the applicant in order to participate in the HRRP. The Homeowner Grant Agreement must be executed by the applicant prior to the commencement of construction</p>
	Pg. 4-5 - (Housing Quality Standards (HQS) : Add to the online guidelines ; The HQS establish certain minimum standards for buildings. This includes new single family homes and multifamily housing as outlined in 24 CFR 982.401. The HRRP uses these standards as a guideline to identify basic living quality deficiencies that should be addressed during the construction process when there is other identifiable Irma-related storm damage. The HRRP does not conduct a certified HQS inspection.
	Pg. 5 - Increased Cost of Compliance (ICC) : Structures damaged by a flood may be required to meet certain building requirements, such as elevation or demolition , to reduce the risk of future flood damage before the structure can be repaired or rebuilt. To help cover these costs, the National Flood Insurance Program (NFIP) includes Increased Cost of Compliance coverage for all new and renewed Standard Flood Insurance Policies. ICC is a potential source of Duplication of Benefits, as a supplement to an existing NFIP policy. Policy holders are only eligible to receive ICC payment if a Substantial Damage Letter has been issued by the local floodplain manager.

	<p>Pg. 5 - (Mitigation Measures) Add to the guidelines; Activities designed to mitigate and/or reduce risk beyond the pre- disaster condition of a housing unit when the activities are above and beyond federal, state or local construction or code requirements. In accordance with HUD's guidance, repair of housing units and the payment of flood insurance are not IMM activities. Examples of mitigation measures include: elevation above the base flood elevation level or the addition of storm shutters, disaster proof windows, roof straps, etc. as long as those improvements are not required to comply with local code requirements and did not exist on the housing unit prior to the disaster damage. However, mitigation measures are not eligible as standalone activities. They must be incorporated as part of a project that is otherwise addressing eligible repairs that are necessary as a result of Hurricane Irma.</p>
	<p>Pg. 5 (Mobile/Manufactured Housing Unit (MHU)) A structure, transportable in one or more sections which, in the traveling mode is 8 body-feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. Sometimes referred to as mobile homes. A MHU is built to the specifications required in the Manufactured Home Construction and Safety Standards Act of 1974, 42 U.S.C. 70 § 5401 et seq. MHUs display a red certification label on the exterior of each transportable section. Manufactured homes are built in the controlled environment of a manufacturing plant and are transported in one or more sections on a permanent chassis.</p>
	<p>Pg. 5. (Modular Housing) Change from "state" to "federal" A home built in sections in a factory to meet Federal, state, or local building codes. Once assembled, the modular unit becomes permanently fixed to one site. The program will treat modular homes as traditional, site or stick-built construction.</p>
	<p>Pg. 5-6 - Most Impacted and Distressed (MID) Areas: Areas of most impact as determined by HUD or the state using the best available data sources to calculate the amount of disaster damage. The MID-designated areas include Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Lucie, Volusia counties; 32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 33935, 34266 zip codes according to the Federal Register Vol. 83, No. 157, August 14, 2018. The state-identified MID areas also include those counties that received both Individual Assistance (IA) and Public Assistance (PA) through the Federal Emergency Management Agency (FEMA).</p>
	<p>Pg. 6. (NFIP): National Flood Insurance Program (remove the rest of the sentence from the online guidelines).</p>
	<p>Pg. 6 (Not Suitable for Rehabilitation) Replace "The determination may be established based on the calculation that the cost of repair is close to or exceeds the cost to reconstruct. "with" A structure is not suitable for rehabilitation if the cost of repair is unreasonable based on program standards.</p>
	<p>Pg. 6. (Reconstruction Scope of Work Estimate (SWE)) Add to the online guidelines; The Damage Assessor will develop in Xactimate®, a SWE when a property has been demolished, condemned, or is unsafe to enter at the time of the damage assessment. If the property is no longer present the Damage Assessor will interview the Applicant to confirm living area square footage and other general features of the property such as foundation, exterior, interior, and systems.</p>
	<p>Pg. 6 (Residential Valuation Report (RVR)) Replace "When a structure has already been demolished or cannot otherwise be evaluated for repair and a Scope of Work Estimate cannot be prepared, a Residential Valuation Report may be prepared. This report takes into account the information about the previous structure that is available and yields a rough valuation of reconstruction for the structure." with "A RVR will be developed by the Quality Control Team in Xactimate® for all properties in an effort to determine feasibility of rehabilitation versus reconstruction. The RVR will detail replacement cost including all applicable permits, fees, overhead, profit, and sales tax. The replacement costs figure represents the average estimated cost to rebuild the structure after a total loss and includes such things as labor and materials to meet current building codes and general contractor profit and overhead for the location. The actual reconstruction costs for the structure may differ from the estimated replacement cost due to changes in economic conditions, building contractor availability, and specific building contractor attributes. The Xactimate® estimated replacement cost does not include costs for such items as excavation, land value, detached structures, or demolition of the Hurricane damaged property."</p>

	Pg. 6 (Rental Activity:) Remove from the online guidelines; Repair of affordable rental housing resulting in structures where at least 51% of units are occupied by LMI persons. Income and rent restrictions apply to the rental units assisted with CDBG-DR funds. Owners of rental properties are eligible under the HRRP. Guidelines for owner landlords are provided in a separate manual.
	Pg. 7 (Scope of Work Estimate SWE:) Replace; "A documented line item by line item estimate of the damages observed during an onsite visit to a homeowner's property that quantifies the materials and labor necessary to repair observed damages." with A SWE is used to verify Hurricane Irma damages to the property and determine the estimated scope of work to complete the repairs to the property, and bring the property up to program standards.
	Pg. 7 (Statement of Work) Add to the online guidelines; The scope of work awarded to a contractor via a competitive bid process containing the repairs identified in the SWE.
	Pg. 7 (Substantial Completion) Add to the online guidelines; The completion of the Statement of Work awarded to the contractor.
	Pg. 7 (Substantial Damage) Add to the online guidelines; Based on the flood provisions of the Florida Building Code, damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The determination is only made by the local jurisdiction. The program will abide by these determinations.
	Pg. 7, 8 and 9 (1.1.4 DEO Housing Program Administration and Implementation) - New
	Pg. 9 (1.1.5 Pilot Program) - New
	Pg. 9 and 10 (1.1.5.1 Pilot Selection Process) - New
	Pg. 10 (1.2 HUD Income Limits) - Replace "HUD publishes income limits annually. The HRRP will use the published 2018 HUD income limits and update the income tables for the program each year when the new income tables are made effective by HUD. Income limits are included in Appendix A HUD Income Limits." with "HUD publishes income limits annually. The HRRP began by using the published 2018 HUD income limits. HUD issued new income limits in April 2019. The program is currently using the 2019 income limits. The program will update the income tables for the program each year when the new income tables are made effective by HUD. Income limits are included in Appendix A HUD Income Limits."
	Pg. 10 (1.3 Program Requirements) - Replace "All housing activities for the HRRP will meet the National Objective required under the authorizing statute of the CDBG program that benefits LMI persons, where at least 70% of the funds will benefit these populations." with "1. All housing activities for the HRRP will meet the HUD National Objective required under the authorizing statute of the CDBG program that benefits LMI persons, where at least 70% of the funds will benefit these populations as defined in the Housing and Community Development Act (HCDA), Section 104 (b)(3)"
	Pg. 11 (1.3 Program Requirements) Replace; "A damage assessment/scope of work estimate (SWE) inspection must be conducted. The damage assessment must be completed in sufficient detail to obtain bids or cost estimates. Repair of the residence must bring the property into compliance with local health, safety and building codes and pass a Housing Quality Standards inspection. The project costs must be reasonable and typical in the current marketplace for projects of similar scope" with "7. A damage assessment/Scope of Work Estimate (SWE) inspection must be conducted on both the interior and exterior of the structure to observe and record damages. The damage assessment must be completed in sufficient detail to obtain bids or cost estimates. The damage assessment checklist is included in this document as Appendix D. This requires an inspector to have full access to the property for the documentation process. The project costs must be reasonable and typical in the current marketplace for projects of similar scope."

	<p>Pg. 11 (1.4 Registration) Add the 2nd paragraph - The initial outreach period for registration was undertaken from September 24, 2018 through December 23, 2018. The Program extended the registration period through March 29, 2019, at a minimum. Additional outreach activities will be undertaken in the additional five counties and 8 ZIP codes added to the HUD-designated MID areas under Federal Register Notice Vol. 83, No. 157, August 14, 2018.</p>
	<p>Pg. 12 (Applications) Remove "Homeowners will be invited to apply on a priority basis, as described in Section 1.6." and add "7. Anyone who makes an inquiry about the program will be provided assistance to register for the program during the open registration period. Registrants will be invited to apply on a priority basis as described in Section 1.6. Applications will only be accepted from registrants who have been invited to apply. At this time, there is no application deadline; however, the Program will establish application deadlines in the future. Such deadlines will be publicized on the Rebuild Florida Webpage and program communications directed toward invited applicants who have not completed an application. These guidelines will be revised to include any future deadlines. An applicant may request to voluntarily withdraw from the program at any time before construction begins. Should an applicant request to withdraw, and program funds have already been invested into the damaged property, the applicant will be responsible for the repayment of all program funds through a recapture process."</p>
	<p>Pg. 14, 15 and 16 (1.8.1 Condominiums, Townhomes, and other Structures with Shared Walls) New - 1.8.1.1 Structures, 1.8.1.2 Eligible Benefit, 1.8.1.3 Registrant / Applicant, 1.8.1.4 Unit Owner Participation, 1.8.1.5 Low- to Moderate-Income Requirements, 1.8.1.6 Verification of Benefits, 1.8.1.7 Unit Qualification, 1.8.1.8 Grant Award</p>
	<p>Pg. 16 (1.8.2 Owner-Occupied Duplex, Tri-Plex and Quadraplex) New</p>
	<p>Pg.17 and 18 (1.9 Type of Assistance Offered) Add to the online guidelines; Standard appliances that are not functioning at the time of inspection such as refrigerators, stoves and/or ovens may be replaced. Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences and television satellite dishes are not eligible under the HRRP. Washing machines and dryers are not eligible for replacement. Examples of allowable eligible repair expenses include, but are not limited to:</p> <ul style="list-style-type: none"> • Structure repairs (e.g., roof, foundation, electrical, plumbing, and windows). • Limited debris removal necessary for access to the home or repair area. • Mold remediation. • Labor, material, and equipment rental to permanently or temporarily repair the damaged residence (carpeting, cabinetry, appliances, flooring, fixtures, doors, walls, and ceilings). • Demolition costs. • Installation of wells, septic tanks, electricity, HVAC and plumbing. • Grading or leveling of property. • Rental of Disposal and Removal Equipment (backhoes and dumpsters). • Other costs or expenses associated with repairing, stabilizing, or reconstructing the property. • Tree/shrub removal if tree/shrub blocked access to the home or presented a safety hazard. • The following more specific examples are allowable activities: <ul style="list-style-type: none"> ☒ Tarps. ☒ Building Supplies. ☒ Siding. ☒ Sewer/Septic. ☒ Paint. ☒ Weather stripping. ☒ Water heater.

	<p>Pg. 18 (1.10 Optional Relocation Assistance) Add to the online guidelines; The program will provide temporary on-site storage for each homeowner who must remove personal belongings from his or her home during the construction period. This cost is included, where applicable, in each scope of work. If temporary storage is necessary, the assigned construction contractor will arrange for the onsite storage container to be delivered and removed.</p> <p>The policy of the HRRP is to provide temporary relocation assistance to homeowners enrolled in the HRRP who may have to vacate their home due to construction activities when vacating the property by his or her own means is impossible or creates an undue hardship. Temporary relocation assistance will be considered on a case-by-case basis. The factors that HRRP will consider in determining availability of relocation assistance will include homeowner or household age, disability status, income level (low, very low, and moderate-income brackets) and other resources available to the homeowner.</p>
	<p>Pg. 19 (1.12 Accessibility Standards) Add the last sentence; Physically disabled homeowners or homeowners with a disabled household member may be entitled to additional construction considerations such as roll-in showers, lowered countertops, pedestal sinks, bathroom grab bars, widened doorways, accessible toilets or other accessibility features that will assist with the individual’s functional needs. The program will assess eligibility for these features on a case-by-case basis. Homeowners may point out these needs during the damage assessment inspection by speaking with the program’s assigned inspector.</p>
	<p>Pg. 20 (1.15 Resiliency and Mitigation) Add to the online guidelines; In compliance with HUD goals, as expressed in Federal Register Notice Vol. 83, No., 28, February 9, 2018, the program has established a Resilient Home Construction Standard to enhance property resistance to future wind-borne disaster. This standard includes resiliency and mitigation measures that are intended to provide enhanced construction materials for specific housing components including roofing, windows and doors. The Resilient Home Construction Standard will be applied to all homes that have verified Hurricane Irma repairs that remain an unmet need and which will be repaired by the program. The resiliency and mitigation options will not be available as stand-alone construction benefits, in the absence of other Hurricane Irma damage. See Section 7.2 for additional details about the Resilient Home Construction Standard.</p> <p>Resiliency and mitigation measures go above and beyond basic unmet housing repair need in order to meet HUD and DEO housing resiliency standards. DEO has selected these resiliency mitigation measures to provide Florida residents with stronger housing in the face of future disasters. As such these measures will not be included in the feasibility calculation for determining whether a home should be repaired versus reconstructed.</p> <p>Feasibility is determined by the application of a cost reasonableness test, as outlined in the State of Florida Action Plan for Disaster Recovery 2018 and as described in Section 1.14 of this manual. The cost reasonableness test will compare the cost of base repairs (excluding any enhanced resilience measures) to the program-estimated value of the home.</p>
	<p>Pg. 21 and 22 (1.17 Homeowner Responsibilities) Remove from the online guidelines; Prior to construction activities, where the homeowner will need to vacate the property, the homeowner has 30 days from grant execution and contract signing to vacate the property and move all personal belongings into storage. The program will pay for on-site storage. In most cases, the program will not pay relocation assistance, as this is a voluntary program. However, in limited circumstances, the program may consider the provision of temporary relocation assistance on a caseby-case basis. Should construction activities go beyond the contractual performance period, the construction contractor may be required to pay additional relocation assistance necessary for a homeowner receiving such assistance to remain out of his or her home. Failure by the homeowner to vacate the property within the 30-day period will result in the closure of the application and reassignment of the homeowner benefit to the next beneficiary. Exceptions may be made on a caseby-case basis.</p>

	<p>Pg. 23 (1.19 Anti-Fraud and Compliance Policies) Replace "HUD requires policies to prevent fraud, waste and abuse. DEO has established procedures for verifying the accuracy of information provided by homeowners, vendors and subrecipients. The Rebuild Florida HRRP will investigate all allegations regarding eligibility and the disbursement of funds or any other allegations of fraud or noncompliance. Where appropriate, the program will assist Federal, State and local agencies." with <i>"The Office of the Inspector General's Act of 1978 requires policies to prevent waste, fraud and abuse. DEO has established procedures for verifying the accuracy of information provided by homeowners, vendors and subrecipients. The Rebuild Florida HRRP will investigate all allegations regarding eligibility and the disbursement of funds or any other allegations of fraud or noncompliance. Where appropriate, the program will assist Federal, State and local agencies."</i></p>
	<p>Pg. 23 and 24 (1.20 Files, Records, and Reports) Replace "DEO will maintain accurate files and records on each homeowner and will retain all pertinent documentation for the grant between HUD and DEO. Compliance will be maintained in accordance with the reporting requirements as outlined in the DEO policies and procedures. This includes all information and reports as required under the DEO contract with HUD and demographic data and other information on homeowner households and awardees. All official records on programs and individual activities are maintained for a five-year period, beyond the date of grant closeout." with <i>"In accordance with 24 CFR 570.490, DEO is required to maintain all program and project-related documentation such as financial records, supporting documentation, and statistical records. Records must be retained for a period of not less than five (5) years after the physical year of the grant closeout or three (3) years after grant close-out with HUD, whichever is longer.</i></p> <p><i>At a minimum, the following types of records are required to be established for each subrecipient:</i></p> <ul style="list-style-type: none"> <i>• Records providing full description of each activity;</i> <i>• Records verifying that activity meets national objectives;</i> <i>• Records related to demonstrating eligibility of activities;</i> <i>• Records required to document activity related to real property;</i> <i>• Records documenting compliance with the fair housing and equal opportunity requirements;</i> <i>• Financial records and reports required by DEO;</i> <i>• Performance reports required by DEO; and</i> <i>• Records supporting any specific requirements of the grant."</i>
	<p>Pg. 24 (1.22 Procurement Requirements) Replace "DEO will abide by the Procurement process mandated by federal and state government codes as they are applicable to the program. The procurement process includes the decision to purchase as well as the process to complete the purchase. The federal government has established a set of procurement rules in 2 CFR Part 200.317-326 that apply to CDBG-funded projects. These rules are in place to ensure that federal dollars are spent fairly and encourage open competition for the best level of service and price. If a conflict between federal and local procurement regulations should occur, the more stringent regulation will be followed." with <i>"DEO will establish compliant standards for construction. To ensure full and open competition, construction contractors will be qualified through a competitive solicitation process in accordance with Florida Statutes Chapter 287 and will follow 24 CFR 570.487(g) at a minimum. Contractors will comply with section 3 of the Housing and Urban Development Act of 1968 (12. U.S.C. 1700lu) and implementing regulations at 24 CFR part 153. Contractors selected under DEO will ensure that low and very low-income persons; particularly directing opportunities to local residents and businesses that meet the qualifications of the project. Contractors will make every effort to recruit, target, and direct opportunities to Section 3 residents and businesses as well as notifying Section 3 residents about training opportunities. DEO will provide Contractors with helpful resources to maximize these efforts including, but not limited to, a Section 3 Business Registry, and examples of training and employment opportunities."</i></p>

	<p>Pg. 26 (2.3 Proof of U.S. Citizenship or Lawful Permanent Resident) Add to the online guidelines; The Program will comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") in determining eligibility for assistance. U.S. Citizens or Lawful Permanent Residents are eligible to receive benefits under this Program. At least one person on the application with an ownership interest in-part or in-whole on the property, must be able to demonstrate U.S. Citizenship or Lawful Permanent Resident to ensure Program eligibility.</p> <p>The documentation needed to verify U.S. Citizenship or Lawful Permanent Resident may include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • If the applicant, who also appears on ownership documentation, has a valid REAL ID compliant Driver's License or REAL ID compliant Identification Card, the Program will consider this validation complete. • In the event a REAL ID compliant Driver's License or Identification Card is not available, applicants that have confirmed assistance using FEMA IA or SBA data for property assistance will be considered verified using this method since both FEMA and SBA validate legal residency as part of their application process. • Applicants without a REAL ID compliant Driver's License, REAL ID compliant Identification Card, FEMA IA or SBA assistance, must submit one of the following: <ul style="list-style-type: none"> ☐ Resident Alien Card; ☐ U.S. Birth Certificate (verified against government issued photo ID); or ☐ U.S. Passport or Certificate of Naturalization.
	<p>Pg. 27 (2.7 Special Circumstances Related to Type of Ownership) Add to the guidelines; 2.7.1 Reverse Mortgages Homeowners with a reverse mortgage at the time of Hurricane Irma are eligible to apply.</p>
	<p>Pg. 29 (2.9 Property Taxes) Replace "All homeowners have to be current on their property taxes. HRRP will have the homeowner provide documentation from the local Property Appraiser's Office or may obtain such information electronically from a local tax collector's office." with "All homeowners must be current on their property taxes except for Mobile/Manufactured Housing Units (MHUs) located on non-owned land. HRRP will have the homeowner provide documentation from the local Property Appraiser's Office or may obtain such information electronically from a local tax collector's office. Owners of MHUs on non-owned land will be required to provide a copy of a lease agreement or letter from mobile home park/land owner stating they lease the land in order to prove they have the right to place the MHU on the property."</p>
	<p>Pg. 29 (2.10 Ineligible Applications) Add to the online guidelines; 3. Homeowners who do not meet any of the other eligibility criteria.</p>
	<p>Pg. 31 (3.0 Duplication of Benefits (DOB) and 3.1 Overview) Add to the online guidelines; Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C 287, 1001 and 31 U.S.C. 3729. DEO will follow HUD's Duplication of Benefits Guidance as written in Federal Register, Vol. 84, No. 119, June 20, 2019, and any subsequent guidance that may be issued.</p>
	<p>Pg. 33 (3.6 The Small Business Administration) Added for clarification: "As of June 29, 2019, HUD has issued new DOB guidance that may impact how and when SBA loans are treated with respect to DOB under the Irma housing repair and replacement projects. DEO will update this section of the guidelines upon final policy determination. Such policy may be retroactive. In the event that the policy would impact applicants whose awards have already been processed at the time of the policy update, DEO may recalculate the previous awards and update award amounts consistent with new policy."</p>
	<p>Pg. 38 (6.0 Preconstruction) Remove "Escrowed & Supplemental Funds Homeowners must provide funding to cover gaps in the cost of construction if there is a gap in funding caused by a Duplication of Benefits. Additional funds provided by homeowners will be escrowed to be used during the construction of the home. Homeowners may not escrow funds for construction activities such as upgrades, additions or other unnecessary activities. Homeowner-provided funds that are put into escrow for DOB will count toward the CDBG-DR cap limits listed in Part 1, Section 1.13 of this document. All escrowed funds will be drawn down first, prior to the use of program funds." from the online guidelines.</p>

Pg. 38 **(6.2 Lead-based Paint and Asbestos Hazard Identification)** Changed title from "Lead Based Paint Hazard Identification" to "Lead Based Paint and Asbestos Hazard Identification" Added information to clarify hazards testing as applicable to rehabilitation versus reconstruction projects. Added "Projects that will be reconstructed will result in the demolition and removal of the structure, and therefore any potential lead hazards associated with the structure. As such, no lead based paint testing will be conducted on reconstruction projects." Added "Federal asbestos regulations for testing and identification of asbestos apply to "facilities" as defined by those regulations. Single family housing does not meet this definition and is therefore exempt from the testing and identification requirements. Additionally, the State of Florida does not have any state level requirements for asbestos testing in housing projects. However, federal health and safety standards and materials handling and disposal requirements for asbestos containing materials still apply at the construction phase.

During the environmental review process, DEO has created a special condition for any home that was constructed prior to 1989 that indicates that testing may be required. As this is a very expensive process to undertake as a general condition of housing rehabilitation, the program has determined that asbestos testing, mitigation and air monitoring activities will be undertaken when suspect asbestos containing materials (ACM) will be impacted by the rehabilitation or reconstruction activities only. " Added "For rehabilitation projects, contractors will identify any suspect ACM during construction. If suspect ACM is identified, the contractor will be required to stop work and request a change order for asbestos testing. If asbestos testing results confirm the presence of ACM that will be impacted by the rehabilitation process, the contractor will provide a containment or mitigation plan to encapsulate or remove the ACM in accordance with proper health and safety standards. DEO will approve a change order for the increase in project scope to cover the containment or mitigation work, along with costs for air monitoring/clearance.

For reconstruction projects where the home to be reconstructed was originally built prior to 1989, the demolition of the home and removal of the building materials will result in the removal of any potential ACM. Contractors are to follow all federal requirements for worker and occupant safety, as well as materials handling and disposal."

Pg. 39 **(6.3 Development of Costs for Repair Projects)** Remove the sentence "A mandatory preconstruction meeting will be conducted on-site to review the scope of work and answer any questions.

Any additional scope noted during this visit will be added to the Scope of Work Estimate (SWE) and feasibility of the project will be reassessed." from the online guidelines.

Pg. 39 **(6.4 Replacement Mobile/Manufactured Housing Units (MHUs))** Replace "For Mobile/Manufactured Housing Units, standard floor plans that meet program Green Building

Standards will be available. Size and configuration of bedrooms will be determined based on HUD

Pg. 40 **(6.6 Contractor Assignments and Construction Agreement)** Added "reconstruction" to the sentence "Each repair, reconstruction or mobile/manufactured housing unit (MHU) replacement project will be subject to a construction contract or agreement." for clarification.

Pg. 42 and 43 **(7.2 Resilient Home Construction Standards)** New - As stated in Section 1.15, DEO has adopted resiliency and mitigation measures, in the form of Resilient Home Construction Standards, to further both HUD and Florida goals of increasing resistance to future disaster. CDBG-DR funding allows this type of activity in conjunction with the repair of remaining storm damage.

Pg. 44 **(7.4 Repair and Reconstruction Progress Inspections)** Replace "HRRP will perform site visits for each repair project at the request of the contractor at pre-determined stages during critical construction activities as described in the Contract Execution Documents. These visits will occur after all required municipal code enforcement, and/or third-party inspections, have taken place." with "Upon 50% completion of the Statement of Work, the contractor will notify the HRRP and request a 50% inspection of the construction activities completed. The Program's Project Manager will conduct the 50% inspection to evaluate the contractor's progress, confirm that local building codes or

Pg. 44 and 45 **(7.5 Substantial Completion Inspection and Warranty Information)** Added; Once the contractor has completed all construction activities outlined in the Statement of Work, the contractor will request a Substantial Completion inspection to guarantee that all work has been satisfactorily completed according to the appropriate state and local codes and standards and accepted by all appropriate building code enforcement and third-party inspectors, and that the home meets HUD Housing Quality

Pg. 45 (of the online guidelines) **(Final Inspection and Warranty Information)** remove from the guidelines; The final inspection is used to verify that the work was done according to the plans and specifications and meets the program construction standards. Once construction has been completed, the contractor will request a final site visit

	to guarantee that all work outlined in the contract has been satisfactorily completed according to the appropriate state and local codes and standards and the home meets
	Pg. 45 (7.6 Re-Inspections) Replace "Should HRRP personnel observe any fault(s) during inspections, the contractor will be informed of the fault(s) and be provided a written report of the findings. When the contractor has remedied the fault(s), he may request a re-inspection to be performed. Failed inspections may result in the assessment of an additional fee to the construction contractor for re-inspection." with "Should the HRRP observe any fault(s) during the 50% and/or Substantial Completion Inspections, the
	Pg. 45 (7.8 Method of Payment/Invoice) Add to the online guidelines; Upon passing the 50% and Substantial Completion Inspections, including any additional clearance required, the contractor will submit the appropriate invoice and all required documentation to the HRRP. If the contractor has questions or concerns regarding the invoice, the contractor may contact the Project Manager/Construction Lead with questions.
	Pg. 46 and 47 (8.0 Post Construction) New 8.1 Overview; 8.2 Compliance; 8.3 Closeout Review
	Pg. 47 and 48 (8.4 Subrogation) New
	Pg. 48 (8.5 Recapture) New
	Appendix A: HUD Income Limits - The 2018 HUD Income Limits must be replaced with the 2019 HUD Income Limits.
	Appendix C: Appeal/Complaint Process - Remove from the online guidelines; 'Program Reconsideration Throughout the process, decisions will be made on an application and/or project to be delivered. The decisions are made based on statutes, codes of federal regulation, local administrative code, state and local guidelines as they are interpreted by the Program. This policy guides the process for an applicant or
	Appendix C: Appeal/Complaint Process (Required Documentation)- Add to the online guidelines " Citizens may file a written complaint through the Disaster Recovery email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:
	Appendix C: Appeal/Complaint Process - Add to the online guidelines; Fair Housing Complaints Persons alleging a violation of fair housing laws will be referred to DEO's local contact and process to file a complaint. DEO will retain a log and record of all fair housing inquiries, allegations, complaints and referrals. In addition, DEO will report suspected non-compliance to HUD.