

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

IN RE: CORDOBA FL TC, LP

FHFC CASE NO. 2026-034VW
Application No. **2021-549C**

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FLORIDA HOUSING
FINANCE CORPORATION

**PETITION FOR WAIVER OF
FLORIDA ADMINISTRATIVE CODE RULE 67-21.026(13)(e)**

Petitioner, Cordoba FL TC, LP, as Applicant/Owner (“Petitioner” or “Applicant”), pursuant to section 120.542, Florida Statutes, (“F.S.”) and Chapter 28-104, Florida Administrative Code, (“F.A.C.”) petitions Florida Housing Finance Corporation (Florida Housing) for a waiver permitting the General Contractor to self-perform work in excess of the \$350,000 or 5 percent of the construction contract limitation identified in Rule 67-21.026(13)(e). In support of this Petition, Petitioner states:

A. Petitioner and the Development

1. The name, address, telephone, and email address for Petitioner are:

Cordoba FL TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114
Telephone: 216-520-1250
Email: fsinito@mhmlltd.com

Petitioner Cordoba FL TC, LP is the Applicant/Owner of the Cordoba Court Apartments development.

2. The contact information for Petitioner’s counsel is:

Lawrence E. Sellers, Jr.
Holland & Knight LLP
315 South Calhoun Street
Tallahassee, Florida 32301
Telephone: 850-425-5670
Email: larry.sellers@hklaw.com
On behalf of Cordoba FL TC, LP

3. Petitioner received an Invitation to Credit Underwriting.
4. Here is the requested background information regarding the Development:

Application Number:	2021-549C
Development Name:	Cordoba Court Apartments
Applicant/Borrower:	Cordoba FL TC, LP
Developer/Principal:	Millennia Housing Development, Ltd./Frank T. Sinito
Number of units:	175
County of Development:	Miami-Dade County
Development/Type:	Garden Apartments
Set Asides:	100% at 60%
Demographics:	Family

B. Type of Waiver

5. The waiver being sought is permanent in nature.

C. Rule For Which a Waiver Is Requested

6. Petitioner requests a waiver from Rule 67-21.026(13)(e), F.A.C. (the “Rule”), which limits the type and amount of work a General Contractor may perform as follows:

(e). Ensure that no construction or inspection work is performed by the General Contractor, with the following exceptions:

1. The General Contractor may perform its duties to manage and control the construction of the Development; and
2. The General Contractor may self-perform work of a de minimis amount, defined for purposes of this subparagraph as the lesser of \$350,000 or 5 percent of the construction contract.

On April 29, 2022, during the 2022 rule development process, the Board approved a change in the Rule to allow the General Contractor to self-perform a limited amount of work as set forth directly above. As part of the Board's action, the Board also approved this portion of the rule to be applied to developments that had previously submitted applications under the prior version of the Rule. Thus, while the Applicant applied subject to the 2021- version of the Rule, the 2022-version set forth above applies in this instance based on the Board's action.

D. Statutes Implemented by the Rule

7. The Rule implements, among other sections of the Florida Housing Finance Corporation Act, section 420.5099, F.S., relating to the allocation of Low-Income Housing Tax Credits.

E. Justification for Granting the Requested Waiver from the Rules

8. Under section 120.542(1), F.S., Florida Housing has the authority to grant waivers to or variances from its requirements when strict application of the requirements would lead to unreasonable, unfair, and unintended consequences in particular instances. Specifically, section 120.542(2) states:

Variances and waivers shall be granted when the person subject to the rule demonstrates that *the purpose of the underlying statute will be or has been achieved by other means* by the person and when *application of a rule would create a substantial hardship or would violate principles of fairness*. For purposes of this section, “substantial hardship” means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, “principles of fairness” are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

9. Petitioner is the Applicant for the Cordoba Court Apartments (“Project” or “Development”) and is subject, along with its General Contractor, NEI General Contracting, Inc. (“NEI” or “General Contractor”), to the Rule.

10. The Rule allows a General Contractor to (1) “perform its duties to manage and control the construction of the Development,” and (2) “self-perform work of a de minimis amount...[up to]...\$350,000 or 5 percent of the construction contract.” Based on the specific factual circumstances surrounding the present Project, Petitioner requests a waiver of the Rule to allow the General Contractor to self-perform work in excess of the \$350,000 limitation.

11. In April 2021, Petitioner/Applicant and NEI entered into a cost plus Construction Contract (“Contract”).

12. Petitioner issued the Notice of Commencement (NOC) to NEI on September 16, 2021. As a result of the NOC, NEI mobilized and timely began the scheduled work. On December 10, 2021, Petitioner was made aware by NEI of an unavoidable delay related to critical material delays (i.e., windows, cabinets, HVAC equipment) due to supply chain issues and extended material lead times as a direct result of the COVID-19 pandemic. In addition to the delays directly associated with COVID, there were a multitude of other instances in which the Project was delayed and NEI was required to provide the Petitioner delay notices, including those resulting from Petitioner's inability (through no fault of its own) to turnover specific units in a timely manner, permitting delays, utility provider delays, scope of work additions, and an active shooting on-site. Each time the Applicant was issued a delay notice for the above circumstances, it was required to adjust the scope of work and/or time for the Project to adapt to these unforeseen circumstances and costs. (See NEI's delay notices attached hereto as composite Exhibit "A").

13. In further support of the above delays, Petitioner provides the following additional facts/information:

- Supply chain delays and extended material lead times (i.e., windows, cabinets, HVAC equipment) due to the COVID-19 pandemic created delays as critical materials were not available on site in a manner conducive to schedule adherence.
- A gun shooting assault unrelated to the Project occurred on May 9, 2022, requiring all workers to vacate the property. NEI discussed additional security measures with the applicant and measures were implemented, allowing workers to return to the property on May 21, 2022. This delay disrupted work for the Phase 1 vacant units and delayed turnover time. Additional site security measures were discussed and implemented after the two-week delay in construction.
- In October of 2022, NEI was made aware that the City of Opa Locka Building Department failed to send the permitted plans to the Miami Dade County Fire Department. This resulted in a 21-week (5 month) delay. During this 21-week delay, NEI remained on weekly

Owner/Architect/Contractor (“OAC”) calls with the Petitioner and Architect of Record, along with assisting the Miami Dade Fire Department to work through the multiple rounds of Plan Review Comments. This delay was through no fault of the Petitioner or NEI.

- In June of 2023, NEI provided notice to the Petitioner that there would be an additional two-week delay as a result of tenant relocation issues.
- In November of 2023, NEI was required to provide Petitioner a notice of delay pertaining to Request for Information (“RFI”) # 87. RFI 87 required an additional set of cables to be procured / installed from the FP&L transformer. This delay required NEI to procure additional materials and install additional cables. Coordination with the local utility company was required for this effort and the local utility company worked overtime to minimize the impact of this delay on the project schedule (specifically for buildings #5, 6, 3, and 2).
- In June of 2024, NEI was required to provide another notice of delay as a result of multiple issues associated with Building #3: (1) delayed relocation of tenants, (2) unforeseen added scope for repairing the main sanitary line located under the building, and (3) unforeseen added scope for temporary structural guard rails to remain compliant with safety guidelines. The temporary guard rails were required to re-occupy the building as the existing, second floor structural guard rails were failing.
- In August 2024, NEI was required to submit an additional notice of delay resulting from relocation delays of tenants in Building #1 and Building #2.
- In addition, and concurrently with the above, there were delays in the permitting process that extended construction from October 2024 through November 2025. An existing sanitary main line, that was to remain in place, had to be replaced via a change order. The permitting for this task took more than ten (10) months, which delayed the completion of the site work, irrigation, and landscaping for a total delay of thirteen (13) months. A second component of this thirteen (13) month delay included the added scope of replacing existing

structural guard rails, which were also intended to remain in place, that were located on the second floor of Building #3. The new/permanent structural railings required design, bidding, permitting, fabrication, and installation, all of which was completed during the thirteen (13) month delay. A third component of delay during this time period was caused by the Fire Department's requirement to relocate existing fire alarm devices and to add new fire alarm devices in the Community Building. This was not part of NEI's original scope of work and had to be designed, permitted, procured, and installed in order to reoccupy the Community Building. This added fire alarm scope at the Community Building was also completed during this thirteen (13) month delay.

14. All of the above referenced delay issues resulted in unit turnover inconsistencies and schedule delays that directly caused significant interruptions and inefficiencies to the as-planned construction. As a result, many of NEI's subcontractors could not and would not support the consistently fluctuating schedule without payment of significant increase in mobilization costs. Other NEI subcontractors who could not mobilize as originally scheduled at the time of contracting had to re-allocate their crews to other projects and were not available to re-mobilize to the Cordoba Project when work was re-scheduled to resume. As a result, certain subcontractors refused to show up when required, while others abandoned the Project completely. NEI repeatedly made reasonable attempts to reengage its original subcontractors with no success. NEI also attempted to have other subcontractors bid the work to replace these subcontractors, but it was difficult to solicit pricing and estimates for the necessary work as a result of the constant unforeseen delays and without a consistent schedule. As such, in many instances, NEI was unable to secure a replacement subcontractor at a reasonable price. Under these conditions and to avoid exacerbating the Project delays even further (while also actually reducing the Project delays), NEI was forced to step in and self-perform various aspects of the work that it never intended to perform.

15. In an attempt to make up time lost on the schedule as a result of the unforeseen conditions that were encountered (as well as return the residents to their units as expeditiously as

possible), and to reduce the increased costs associated with the resulting subcontractor issues and material and labor shortages, NEI was required to self-perform a small percentage (3.85%) of the overall value of the work associated with the Project. The total cost of the required self-perform work was \$759,685. This work was completed *within* the Guaranteed Maximum Price (“GMP”) value and no increased costs to the Project were incurred. Thus, in total, Petitioner is asking FHFC for a waiver of only \$409,685, as NEI was allowed to perform \$350,000 of self-performed work under the present Rule.

16. In further support of the above, NEI self-performed the following work:

- Installation of interior and exterior doors, frames, hardware, installation of cabinets and countertops, toilet accessories, wire shelving, new soffits, construction of new planter boxes, installation of base boards, signage installation, and installation of ceiling grid and ceiling grid tiles.
- As a result of the challenges with coordinating deliveries of appliances related to the COVID-19 pandemic and material lead times, it was not possible for NEI to retain a subcontractor to perform appliance installations. Thus, due to the inability to provide advance notice for appliance installations, as to the appliances that did not require specific electrical or plumbing connections, NEI’s labor loaded appliances into the units, unboxed said appliances, and set the appliances in place.
- Just as with appliances, NEI faced several COVID related challenges with coordinating deliveries for cabinetry and countertops. Being proactive, NEI attempted to get as many cabinets as possible on site so not to delay the schedule. Taking such steps required NEI’s labor to load cabinets/countertops into a storage container and then ultimately into each unit as the units became available.
- Due to the eight (8) apartment buildings not being ready at a consistent and planned time, the signage installation scope was deleted from the signage subcontractor's subcontract as

the Petitioner was faced with substantial increased costs for additional mobilizations. Thus, this was completed by NEI.

- NEI also provided labor associated with demolition for general labor relating to interior/exterior door removal, removal of wire shelving, removal of existing mailboxes, and clean up in support of multiple trades.
- NEI originally hired a subcontractor to install new interior and exterior doors, frames, and hardware and to demolish the existing doors, frames, and hardware. This subcontractor abandoned the Project which resulted in a significant amount of incomplete and replacement work. Due to time constraints, as well as the above referenced issues, there was not adequate time to immediately retain another subcontractor to complete this scope, as finding a replacement subcontractor proved difficult given the scarcity of trades available during the pandemic.¹ With that said, NEI did not abandon its attempts to find a replacement subcontractor and after self-performing a portion of this scope of work, it ultimately was able to hire a replacement subcontractor at a reasonable price to complete the door installations. Ultimately, labor was scarce and schedule inconsistencies compounded the situation and NEI was required to supplement the second subcontractor through additional self-performed labor.

17. The inability to hire subcontractors required NEI to self-perform the majority of the above work to avoid additional Project delays and substantial increased costs. In the limited instances where a subcontractor may have been available, hiring the subcontractor would have substantially delayed the Project, causing a substantial economic hardship to the Petitioner, NEI, and the residents of the Cordoba Court Apartments.

18. Under section 120.542(1), F.S., and Chapter 28-104, F.A.C., Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would

¹ Compounding the above was the fact that finding replacement subcontractors, willing to work on a Project at an apartment complex with a history of violent crimes was a significant challenge.

lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (1) create a substantial hardship or violate principles of fairness, and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. § 120.542(2), F.S..

19. In this instance, Petitioner meets the standards for a waiver of the Rule and its limitation associated with GC Self-Performance provided in the Rule. The requested waiver will not adversely affect the Development or Florida Housing and will ensure that these much needed affordable housing units were made available for a vulnerable segment of the population in Miami-Dade County, Florida. The strict application of the Rule and the restrictions on GC Self-Performance would have created a substantial hardship for Petitioner because it would have increased the cost of the Project, would have delayed the delivery of these much-needed units in Miami-Dade County, and would have increased the risk of exposing the residents to COVID-19 if additional subcontracted labor were required to be hired.

20. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate and encourage the development/availability of decent, safe and sanitary housing in the State, and particularly the development of low-income housing. See s. 420.5099(2), F.S. Moreover, the Statute was enacted, in part, to encourage private and public investment in facilities for persons of low-income. By granting this waiver, Florida Housing will recognize the goal of increasing the supply of affordable housing through private investment in the development of low-income housing and recognize the economic realities and principles of fundamental fairness in developing affordable housing. See s. 420.5099(2), F.S.

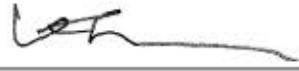
F. Action Requested

WHEREFORE, Petitioner respectfully requests that Florida Housing:

- (i) Grant the requested waiver of Rule 67-21.026(13)(e) for the amount identified herein;
- (ii) Grant this Petition and all of the relief requested herein; and

(iii) Grant such further relief as may be deemed appropriate.

Respectfully submitted this 2nd day of June 2026.



Lawrence E. Sellers, Jr.
Florida Bar No. 300241
HOLLAND & KNIGHT LLP
315 S. Calhoun St., Suite 600
Tallahassee, Florida 32301
(850) 224-7000
(850) 224-8832 (facsimile)
larry.sellers@hklaw.com

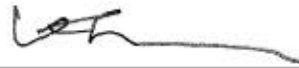
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Petition was filed on this 2nd day of June
2026 by electronic delivery to:

Florida Housing Finance Corporation,
Attn: Corporation Clerk
227 North Bronough Street, Suite 5000
Tallahassee, Florida 32301
CorporationClerk@floridahousing.org

And that a copy was provided to

Joint Administrative Procedures Committee
680 Pepper Building
111 W. Madison Street
Tallahassee, Florida 32399
Joint.admin.procedures@leg.state.fl.us



Lawrence E. Sellers, Jr.



June 3, 2022

Mr. Chris Auvil
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice – 2 Weeks

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 "Claims for Additional Time" in the Contract Agreement and due to the reasons outlined below (all causes beyond the Contractor's control), NEI is formally notifying you that the project has been delayed.

On Monday morning 5/9/22, all construction work was stopped and all workers were sent home due to a shooting assault on the property that was unrelated to the construction project. Additional site security measures were discussed with the Owner the week of 5/9/22 and will be implemented on Monday morning 5/16/22, thus allowing the construction work to resume. Per the Contract Agreement, security is the responsibility of the Owner (see attached Notes & Qualifications that are an exhibit to the Contract Agreement).

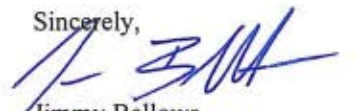
This delay has disrupted the previously scheduled work and flow of trades for the Phase 1 vacant units. The (20 each) Phase 1 units will be turned over 2 weeks late due to this delay per the attached schedule. The 2-week delay includes 1 week of lost time from vacating the site while additional security measures were established / implemented and 1 week of lost time due to re-mobilization of sub-contractors thus resulting in inefficiencies from the original sequencing / work flow.

NEI can confirm with almost certainty that the overall project completion date will push out based on this delay. NEI is and will continue to exhaust all efforts to minimize the project delays listed above. This will require starting construction on additional units prior to the scheduled start date and working in more than 1 building at a time.

Due to the confirmed delay listed above, there is an extension to the schedule of at least 2 weeks. This delay was not caused nor worsened in any way, by NEI. As you are aware, there are significant costs to NEI related to the extended General Conditions required to keep the project operational and moving toward completion. Although we will do anything possible to help mitigate the cost, it is not unreasonable for Cordoba FL, TC, LP to prepare for costs of at least \$27,663.34 above the 6% allocated by FHFC.

Please let me know if there is a time that you are available to discuss our next step.

Sincerely,



Jimmy Bellows
Project Manager
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Richard Ionelli
Hal Nelson

27 PACELLA PARK DRIVE o: 781.356.7666
RANDOLPH, MA 02368 f: 781.356.2221

2707 REW CIRCLE o: 407.347.4417
OCOE, FL 34761 f: 407.395.9581

www.neigc.com

Composite Exhibit "A"



October 20, 2022

Mr. Chris Auvil
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 "Claims for Additional Time" in the Contract Agreement and due to the reasons outlined below, NEI is formally notifying you that the project has been delayed for an undetermined duration.

The renovation of Building 4 reached substantial completion on Friday 10/7/22 and can not be turned over for re-occupancy due to multiple municipal related approvals. The items delaying the final sign off / temporary certificate of completion (TCC) for Building 4 include:

1. City of Opa Locka Requirements for Owner Permits
 - a. Renewal of Business License
 - b. Renewal of Annual Maintenance Permit – this also requires County level approval (DERM) after the City approval has completed
2. Miami Dade County Permitting - City of Opa Locka never submitted plans to County which has delayed County required inspections / approvals for re-occupancy of Building 4 including:
 - a. Miami Dade Fire Department Permit Approval
 - b. Department of Environmental Resource Management (DERM) Permit Approval
3. Miami Dade Fire Department Requirement for Full System Upgrade of Existing Fire Alarm System
 - a. Current design includes adding 17 each new fire alarm devices in the (4) Audio/Visual units that would be tied into the existing local, common area fire alarm system.
 - i. The Fire Alarm permit for the current design has not been approved by the Miami Dade Fire Department as they are requiring a full system upgrade of the existing fire alarm system
 - b. Temporary re-occupancy of Building 4 will have to be negotiated with the Miami Dade Fire Department with the understanding that any new fire alarm work in this building will be completed prior to overall project completion.

The items above have delayed turnover of Building 4 as well as the construction start on Building 8. Resolution to the items above is needed to move forward with final inspections and re-occupancy of Building 4. NEI will continue to stay engaged with Ownership & AHJs on the items above to obtain re-occupancy of Building 4.

NEI can confirm with almost certainty that the overall project completion date will push out based on this delay. Starting 10/7/22, NEI has actual costs being incurred for project staffing, material storage, and other general conditions items. The costs are upwards of \$3500 per day.

Please let me know if there is a time that you are available to discuss our next step.



Sincerely,

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line.

Jimmy Bellows
Project Manager
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Richard Ionelli
Hal Nelson



June 26, 2023

Mr. Frank Sinito
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice – 2 weeks

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 "Claims for Additional Time" in the Contract Agreement and due to the reasons outlined below, NEI is formally notifying you that the project has been delayed for 2 weeks due to Owner's delay in turning over Bldg 7 for construction.

Per the project schedule, the tenant relocations By Owner for Building 7 were scheduled from Friday 5/19/23 thru Sunday 5/28/23. The tenant relocations have to complete prior to NEI starting the demolition and abatement activity on Monday 5/29/23 as planned. There was a significant amount of coordination with NEI and the Owner's team while the tenants were being relocated out of Building 7. Once the scheduled turn-over date of 5/28/23 was not met, the team implemented contingency plans - NEI provided labor to assist with trash removal left by the tenants (as a PCO) and the Owner's team also brought in additional labor resources. This additional effort minimized the delay to 2 weeks and a portion building 7 was turned over to NEI for construction on Monday 6/12/23. While NEI did not receive the entire building on 6/12/23, we were able receive enough units to start the renovation, which also helped to minimize the delay.

NEI can confirm that the overall project completion date will push out based on this delay and will require a change order for the time extension. NEI is and will continue to exhaust all efforts to minimize the project delays listed above including working in more than 1 building at a time per the accelerated schedule & phasing plan.

This delay was not caused nor worsened in any way, by NEI. As you are aware, there are significant costs to NEI related to the extended General Conditions required to keep the project operational and moving toward completion. It is not unreasonable for Cordoba FL, TC, LP to prepare for additional costs of \$27,663.34 due to this delay.

The revised schedule is attached and a time extension PCO is forthcoming. The costs do not include any material escalations that may arise from sub-contractors and suppliers. NEI reserves the right to future claims for material escalation due to this delay.

Please let us know if you would like to discuss further.

Sincerely,

Jimmy Bellows
Senior Project Manager
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Richard Ionelli
Hal Nelson



November 15th, 2023

Mr. Frank Sinito
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice – 25 days

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 "Claims for Additional Time" in the Contract Agreement and due to the reasons outlined below, NEI is formally notifying you that the project has been delayed for 25 days due to the existing to remain service from the FP&L transformer that does not provide the 800A capacity required at the CT Cabinet for Bldg 7.

NEI sent RFI #87: Additional Feeder from Transformer on 8/8/2023. NEI received direction from the design team on 8/22/2023 to provide a third set of 350 MCM cables from the transformer to the new CT to meet capacity requirements. NEI and subcontractors had to procure material, coordinate with FP&L, install new and complete a final inspection. Building 7 was substantially complete on 9/29/23 and the tenant relocation could not begin until 11/6/23, due to the additional / third set of cables that were required by FP&L. This resulted in a 25-day delay.

NEI can confirm that the overall project completion date will push out based on this delay and will require a change order for the time extension. NEI is and will continue to exhaust all efforts to minimize the project delays listed above including investigations and planning for the next 3 buildings that require FP&L transformer work.

This delay was not caused nor worsened in any way, by NEI. As you are aware, there are significant costs to NEI related to the extended General Conditions required to keep the project operational and moving toward completion. It is not unreasonable for Cordoba FL, TC, LP to prepare for additional costs of \$ 69,159.10 due to this delay.

The revised schedule is attached and a time extension PCO is forthcoming. The costs do not include any material escalations that may arise from sub-contractors and suppliers. NEI reserves the right to future claims for material escalation due to this delay.

Please let us know if you would like to discuss further.

Sincerely,

Jimmy Bellows
Senior Project Manager
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Richard Ionelli
Hal Nelson



August 23rd, 2024

Mr. Frank Sinito
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice - Building 2 and 1 (15 days)

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 "Claims for Additional Time" in the Contract Agreement and due to the reasons outlined below, NEI is formally notifying you that the project has been delayed for 20 plus days due to tenant relocations out of Building 2 and Building 1. NEI is only requesting additional time and compensation for 15 days, as some of the delay was able to be mitigated.

In Building 2, units 214 and 113 were not turned over to NEI on 6/12/24 per the project schedule. The Owner's property management team required additional time to relocate the tenants. Unit 113 was delayed as the Owner had to provide storage for the tenant's belongings and this unit was released to NEI for construction on 6/26/24. Unit 214 was turned over to NEI on 6/27/24, but was still not ready for construction as a significant amount of trash had to be removed from this unit. Unit 214 trash removal was completed by NEI under change order on 7/10/24 as the Owner's dumpsters were full and contributed to this 21-day delay. Per attached schedule, the formal delay is only 15 days.

In Building 1 units 141, 143, 144, and 203 were not turned over to NEI on 6/12/24 per the project schedule. The Owner's property management team required additional time to relocate the tenants. The units were turned over to NEI between 6/26- 6/28 and were still not ready for construction as a significant amount of trash had to be removed from the units. Trash removal for all four units was completed by NEI under change order on 7/10/24 as the Owner's dumpsters were full and contributed to this 21-day delay. Per attached schedule, the formal delay is only 15 days.

The tenants from units 141 and 214 required lodging in off-site hotels as there was no available space on property to relocate the tenants. In order to minimize tenant relocation delays, NEI made arrangements for the hotels and paid for hotels under change order as the Owner's team was struggling to secure funding for the hotels.

The delays above were not caused nor worsened in any way, by NEI. As you are aware, there are significant costs to NEI related to the extended General Conditions required to keep the project operational and moving toward completion. It is not unreasonable for Cordoba FL, TC, LP to prepare for additional actual costs of \$93,796.54 due to this delay.

The revised schedule is attached and a time extension PCO 150 has been submitted. The costs do not include any material escalations that may arise from sub-contractors and suppliers. NEI reserves the right to future claims for material escalation due to this delay.

Please let us know if you would like to discuss further.



Sincerely,

Jimmy Bellows
Project Executive
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Hal Nelson



November 1, 2024

Mr. Frank Sinito
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice – Community Building Fire Alarm, Sitework, Landscaping, and Railings
(Undetermined Duration)

Dear Mr. Sinito:

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 “Claims for Additional Time” in the Contract Agreement and due to the reasons outlined below, NEI is formally notifying you that the project has been delayed for an undetermined amount of time due to multiple items that require additional Owner design. NEI will be seeking additional time and compensation upon determination of duration of delay. The principal items of delay are outlined in summary below:

1. Community Building Fire Alarm (change order scope)

On 8/14/24, the Community Building Life Safety final inspection did not pass with Miami-Dade Fire Department due to lack of a fire alarm permit. All fire alarm scope was excluded from NEI's Contract per Notes & Qualifications. PCO #014R1 Fire Alarm System Upgrade included residential units only. Therefore, a fire alarm permit was not pulled as there was no fire alarm scope for the Community Building in the contract drawings nor in the fire alarm system upgrade plan revisions. During the OAC discussion held on August 20, 2024 the permit requirements for the fire alarm were outlined, including a fire alarm and life safety plan sheet. Design intent plans were issued by the Architect of Record September 16, 2024 in response to RFI #115, and the fire alarm subcontractor submitted its delegated design to MDFD during the week of October 25, 2024. Per the attached schedule, the formal delay is undetermined.

2. Site Sanitary Replacement (change order scope)

Owner design change ASI 19 for replacement of existing site sanitary utility was submitted to DERM in March of 2024 and approved by DERM on October 2, 2024. The plans were then submitted to the City of Opa-Locka for final approval on October 11, 2024. It is anticipated that the final approval by the City of Opa-Locka on such plans will release the permit hold for tree removal as well. Upon receipt of permits, the change order work will be completed by the site utility contractor. Thereafter, the base landscape scope of work and irrigation will proceed on this portion of the property. Per the attached schedule, the formal delay is undetermined.

3. ASI for Landscape & Civil Revisions

Landscaping has been value-engineered twice to reduce costs. Plans were not updated following such value-engineering and as we understand it are currently under development with the civil engineer. The final plan revisions are holding up the issuance of the landscape contract and subsequent permit application. Additionally, new landscape adjustments were recently discovered and are required in order to meet ADRAC criteria. Once landscape plans are finalized, NEI will need irrigation “design intent” plans from the civil engineer for the irrigation contractor to finalize their delegated design. Both landscape and irrigation bids will then need to be revised and costs will have to be formally approved. The City of Opa Locka will not issue Certificates of Occupancy until final landscape and irrigation are installed so this change will hold up issuance of final COs. Civil revisions including bioswale



elevations, bioswale reconfigurations, and concrete walkway updates are also pending in this ASI. Per attached schedule, the formal delay is undetermined.

4. Unforeseen Conditions with Existing Structural Handrails - Building 3 (change order scope)

NEI's base scope of work includes an allowance for minor repairs to the existing structures per the structural report from McNamara Salvia dated May 18, 2021. For Building 3, the structural report includes two small repairs at the second level exterior walkway slab in front of units 229 and unit 225. Upon taking possession of Building 3, NEI observed significant deterioration to the majority of the second level guardrail. RFI #108 was issued, documenting the unforeseen condition of the existing railings and the AOR provided a response for the permanent replacement of the pre-cast railings. Temporary guardrails were an effective interim solution to receive a TCO for Building 3 but are not adequate for a final certificate of occupancy. The permanent solution includes design, fabrication, and installation of new pre-cast railings. Fabrication could not begin until the Owner issued a deposit to the pre-cast fabricator and the deposit was issued the week of October 14, 2024. Lead time for fabrication is estimated at 4-6 weeks. To date, the only delay costs associated with the Building 3 structural railings are the temporary handrails that were installed for building turnover and were captured in PCO #143 Building 3 Extended General Conditions. The delay detailed in this letter will include the costs and additional time associated with the permitting, fabrication, and installation of the permanent railings. Per attached schedule, the formal delay is undetermined.

The delays above were not caused nor worsened in any way, by NEI. As you are aware, there are significant costs to NEI related to the extended General Conditions required to keep the project operational and moving toward completion. Once the duration of each delay is determined, a change order for Extended General Conditions will be issued.

The revised schedule is attached and a time extension PCO 152 has been submitted that is based on assumptions of when pending designs and permits will be released. The costs do not include any material escalations that may arise from sub-contractors and suppliers. NEI reserves the right to future claims for material escalation due to this delay.

Please let us know if you would like to discuss further.

Sincerely,

Jimmy Bellows
Project Executive
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Hal Nelson
Gigi Khoury
Matthew Solomon



June 27th, 2024

Mr. Frank Sinito
Cordoba FL, TC, LP
4000 Key Tower, 127 Public Square
Cleveland, Ohio 44114

RE: Project Completion Delay Notice - Building 3 (10 days)

NEI General Contracting Inc. (NEI) is continuing to do everything within its control to ensure timely delivery of this project by the contract substantial completion date. Pursuant to requirements set forth in the A201, Article 15.1.5 "Claims for Additional Time" in the Contract Agreement and due to the reasons outlined below, NEI is formally notifying you that the project has been delayed for 10 days due to multiple items related to the Building 3 renovation. These items include delayed tenant relocations (3 days), unforeseen sanitary main line repairs (3 days), and unforeseen conditions with existing structural handrails (4 days).

The tenant in unit 129 refused to move out of her unit by 2/19/24 per the Project Schedule. After multiple attempts, Property Management convinced her to move out on 3/3/24. This delay prohibited NEI from shutting off the water service utilities to this building. In order to minimize this delay, NEI had to start the selective demolition and abatement work at a much slower pace as water service was still active. This resulted in a 3-day delay as the plumbing rough-in scope was scheduled to begin on 3/2/24 and could not begin until 3/6/24.

The sanitary main line located under Units 127 and 128 required unforeseen repairs that are not part of the Contract. In order to repair the sanitary main line, NEI had to remove the concrete slab, excavate down to the line, repair the line, back-fill the hole, and pour back the concrete slab inside the unit. The sanitary main line repairs under units 127 and 128 added 3 days of work to the completion of Building 3. In order to minimize the delay, the interior finishes work proceeded in the other 22 units located in Building 3 while the repairs were completed to the sanitary line located in units 127 & 128.

NEI's base scope of work includes an allowance for minor repairs to the existing structures per the structural report from McNamara Salvia dated 5-18-2021. For Building 3, the structural report includes two small repairs at the second level exterior walkway slab in front of units 229 and unit 225. Upon taking possession of Building 3, NEI observed significant deterioration to the majority of the second level guardrail. RFI #108 was issued, documenting the unforeseen condition of the existing railings and the AOR provided a response for the permanent replacement of the pre-cast railings. This solution will take months to complete (design, permitting, fabrication, installation), so temporary guardrails had to be procured and installed prior to final inspections for Building 3. The temporary guardrails were an effective solution in that it only required 4 additional days for the building 3 completion (as opposed to months for the permanent guardrails).

The delays above were not caused nor worsened in any way, by NEI. As you are aware, there are significant costs to NEI related to the extended General Conditions required to keep the project operational and moving toward completion. It is not unreasonable for Cordoba FL, TC, LP to prepare for additional actual costs of \$63,640.64 due to this delay.

The revised schedule is attached and a time extension PCO is forthcoming. The costs do not include any material escalations that may arise from sub-contractors and suppliers. NEI reserves the right to future claims for material escalation due to this delay.

Please let us know if you would like to discuss further.



Sincerely,

Jimmy Bellows
Project Executive
NEI General Contracting, Inc.

Cc: Corporate File,
Josef F. Rettman
Hal Nelson