

**STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

AMBAR RIVERVIEW, LTD.,
A Florida Limited Partnership,

Petitioner

vs.

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent

Case No. 2026-041VW
Application No.: 2019-035C / 2021-332C
RFA: RFA 2018-111

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FLORIDA HOUSING
FINANCE CORPORATION

PETITION FOR WAIVER OF RULE 67-48.0072(17)(f), F.A.C. (7-8-18)

Petitioner Ambar Riverview, Ltd., a Florida limited partnership (“Petitioner”) submits its Petition to Respondent Florida Housing Finance Corporation (the “Corporation”) for a waiver of the Corporation’s general prohibition against the General Contractor (“GC”) performing construction or inspection work that is normally performed by subcontractors except in two specified circumstances. *See* Rule 67-48.0072(17)(f), Florida Administrative Code (“F.A.C.”) (eff. 7-8-18 and retroactively amended 4-29-22) (the “Rule”). In preparing the General Contractor Cost Certification (“GCCC”), Petitioner discovered that the GC self-performed approximately 7%¹ of the actual construction costs. Petitioner therefore respectfully requests a waiver of the Rule. In support thereof, Petitioner states as follows:

A. THE PETITIONER

1. The name, address, telephone and facsimile numbers, and email address for Petitioner and its qualified representative for Petitioner’s application are:

Elena M. Adames
Ambar Riverview, Ltd.
1649 Atlantic Blvd.

¹ The GC performed work totaling approximately \$1,375,626.

Jacksonville, FL 32207
Telephone: 305-216-1894
Facsimile: N/A
E-Mail: eadames@ambarco.com

2. The name, address, telephone and facsimile numbers for Petitioner's attorneys are:

Brian J. McDonough, Esq.
Stearns, Weaver, Miller, Weissler,
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Telephone: (305) 789-3350
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Tallahassee, FL 32301
Telephone: (850)329-4852
Facsimile: (850) 329-4864
E-Mail: bsmitha@stearnsweaver.com

B. THE DEVELOPMENT

3. Petitioner submitted the Application with respect to the following development (the "Development"):

- Development Name: The Ambar
- Address: 1250 NW 36th Street, Miami, FL 33142
- Developer: Ambar3, LLC
- County of Development: Miami-Dade
- Number of Units: 105 new construction
- Type: High Rise
- Set Asides: 16 units (15.2%) at or below 30% AMI; 65 units (61.9%) at or below 60%; and 24 units (22.9%) at or below 80%
- Demographics: Elderly, Non-ALF
- Funding Amounts: \$2,700,000 9% HC (annual amount)

C. PERMANENCY

4. The waiver being sought is permanent in nature.

D. RULE FROM WHICH WAIVER IS SOUGHT

5. Petitioner requests a waiver from the Rule, which provides, in relevant part, as follows:

(17) The General Contractor must meet the following conditions:

- (f) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor;

Rule 67-48.0072(17)(f), F.A.C. (7/8/18). Effective July 6, 2022 (*i.e.*, while the work was being performed on the Development), the Rule was amended to provide the following exceptions: “The General Contractor may perform its duties to manage and control the construction of the Development;” and “The General Contractor may self-perform work of a de minimis amount, defined for purposes of this sub-subparagraph as the lesser of \$350,000 or 5 percent of the construction contract.” *See* Rule 67-48.0072(17)(f)1.-2., F.A.C. (7/6/22). These exceptions were made retroactive at the Corporation’s April 29, 2022 Board meeting.

E. STATUTES IMPLEMENTED BY THE RULE

6. The Rule implements, among other sections of the Florida Housing Finance Corporation Act (the “Act”), Section 420.507 (Powers of the corporation), 420.508 (Special powers; multifamily and single-family projects), and Section 420.509 (Revenue bonds). Per Section 420.5099(1)-(2), Fla. Stat., the Corporation acts as the State’s housing credit agency and is authorized to establish procedures for allocating and distributing low-income housing tax credits.

F. JUSTIFICATION FOR WAIVER

7. Petitioner timely submitted its Application on November 9, 2018 in response to RFA 2018-111, Housing Credit Financing for Affordable Housing Developments Located in Miami-Dade County

8. Due to COVID-19, the City of Miami was not operating at 100% capacity and was not open to the public for meetings until June 2021.

9. Petitioner experienced delays beyond its control, including a nearly year-long delay in issuance of its building permit. The delays prevented Petitioner from closing on the financing and land necessary to meet the 10% Test and the site control requirements of its Carryover Allocation Agreement.

10. After requesting, and receiving, the permissible extensions, Petitioner submitted to the Corporation on August 24, 2021, a Petition for Waiver of Rule 67-48.002(96), F.A.C. (7/8/18) and the 2018 Qualified Allocation Plan to allow Petitioner to waive the timing requirements in the 2018 Qualified Allocation Plan and exchange its 2020 housing credits for an immediate allocation of 2021 housing credits. That petition was granted at the Corporation's September 10, 2021 Board meeting.

11. In the course of preparing the GCCC, Petitioner discovered that the GC self-performed approximately 7% of the actual construction costs:

\$48,510	Earth Work
\$126,313	Earth Work
\$56,448	Site Utilities
\$130,137	Concrete
\$382,242	Concrete
\$590,765	Rough Carpentry
\$19,690	Finish Carpentry
\$21,520	Waterproofing
\$1,375,626	TOTAL

Because the GC self-performed work exceeding the amount permitted by Rule, Petitioner is in need of a waiver.

12. Petitioner similarly discovered through the process of preparing the GCCC for Ambar Trail I (App. No. 2020-436BS/2019-545C) and Ambar Trail II (App. No. 2021-544C) that the same GC also self-performed work exceeding the amount permitted by Rule for those developments. As reflected in the table below, the same GC was simultaneously working on all three developments. In fact, Ambar Riverview was bid at the same time as Ambar Trail II, and used the same GC and the same architect.

Timeline	Ambar Trail I	Ambar Trail II	Ambar Riverview
Fall 2021	Under Construction		
Winter 2021	Under Construction		
Spring 2022	Under Construction		Under Construction
Summer 2022	Under Construction	Under Construction	Under Construction
Fall 2022	Under Construction	Under Construction	Under Construction
Winter 2022	Under Construction	Under Construction	Under Construction
Spring 2023	Under Construction	Under Construction	Under Construction
Summer 2023	Under Construction	Under Construction	Under Construction
Fall 2023		Under Construction	Under Construction
Winter 2023		Under Construction	Under Construction
Spring 2024		Under Construction	Under Construction
Summer 2024		Under Construction	Under Construction
Fall 2024		Under Construction	Under Construction
Winter 2024			Under Construction
Spring 2025			Under Construction
Summer 2025			Under Construction

13. Because so many construction projects were delayed or slowed to a crawl during the COVID-19 pandemic, a significant backlog of construction work accrued. When the COVID-19 restrictions were finally loosened and/or eliminated, a construction boom was sparked. With a larger than normal amount of construction going on at that time due to the COVID-19 backlog, the high demand drove up the costs of subcontracting work, including renting equipment. Because the GC was competing with other projects for the same pool of labor and equipment, there were

instances where the GC could not find subcontractors that could perform the work within the requisite timeframes.

14. Due to the lack of available subcontractors, and to avoid delays that would prevent satisfying the placed-in-service deadline, the GC self-performed that work. The GC had the requisite experience to provide comparable, or even more proficient, labor. In addition to the GC license, the GC also held an underground utilities and excavation license, and owned heavy equipment used to perform work under such licenses. Because the cost to rent such equipment was substantially inflated given the post-COVID demand, and because the GC's self-performance eliminated mark-ups from middlemen, it was likely more cost effective for the GC to self-perform, even if such equipment and labor had been available.

15. Additionally, even if the GC could have retained a subcontractor, having that work instead performed by the GC prevented interruptions that would have otherwise caused delay. This is because, where the GC controls its own labor pool, there is no downtime or scheduling gaps as the GC's labor can immediately flow from one project to the next within the same Development. In contrast, where the work is subcontracted, the GC must wait for the subcontractor to have room in its schedule to come to the Development.

16. On the foregoing basis, the Corporation's Board granted a Rule waiver to Ambar Trail I on August 23, 2024 (amended on September 30, 2024 to correct a scrivener's error). *See* FHFC Case No.: 2024-036VW.

17. Based on a similar justification, the Corporation's Board granted a Rule waiver to Ambar Trail II on December 12, 2025. *See* FHFC Case No.: 2025-054VW.

18. For the same reasons set forth in Ambar Trail II's petition for rule waiver, Petitioner seeks a Rule waiver here to permit the GC's self-performance of approximately 7% of the actual construction costs.

19. Petitioner has requested from the GC information necessary to establish that no bid requested from a subcontractor was offered at a lower cost or faster timeframe. However, since a bonding company had to intervene to get the Development placed in service, Petitioner has had difficulty getting a response from the GC and fears that, due to the deteriorated relationship, it may never get a response.

20. Neither the Development, the Corporation, nor any other applicant would be prejudiced if this requested waiver is granted.

21. Under Section 120.542(1), Florida Statutes, and Chapter 28-104, Florida Administrative Code, the Corporation has the authority to grant waivers to its rule requirements when strict application of these rules would lead to unreasonable, unfair and unintended consequences in particular instances. Waivers must be granted when: (1) the person who is subject to the rule demonstrates that the application of the rule would 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. *See* Section 120.542(2), Florida Statutes.

22. If the requested waiver is not granted, Petitioner will suffer a substantial and unnecessary economic and operational hardship.

23. In this instance, Petitioner meets the standards for the requested waiver. The requested waiver will not adversely impact the Development or the Corporation and will ensure that 105 affordable housing units will be preserved and made available for the target population in Miami-Dade County, Florida. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State.

24. The requested waiver will not adversely affect the Corporation, the Development, or any other applicant.

25. Should the Corporation require additional information, a representative of Petitioner is available to answer questions and to provide all information necessary for consideration of this Petition.

G. RELIEF REQUESTED

WHEREFORE, Petitioner respectfully requests that the Corporation:

- a. Grant Petitioner the requested permanent waiver from Rule 67-48.0072(17)(f), F.A.C., such that the General Contractor may self-perform work amounting to approximately 7% of the actual construction costs.
- b. Grant the Petition and all the relief requested therein; and
- c. Award such further relief as may be deemed appropriate.

Respectfully submitted,

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
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Miami, Florida 33131
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By: s/ Brian J. McDonough
BRIAN J. MCDONOUGH, ESQ.

CERTIFICATE OF SERVICE

The Petition is being served via e-mail for filing with the Corporation Clerk for the Florida Housing Finance Corporation, CorporationClerk@FloridaHousing.org, with copies served by U.S. Mail on the Joint Administrative Procedures Committee, Pepper Building, Room 680, 111 West Madison Street, Tallahassee, Florida 32399-1400, this 22nd day of July, 2026.

s/ Brian J. McDonough
BRIAN J. MCDONOUGH, ESQ.