



Columbia Cascade Housing Corp.

June 14th, 2017

REQUEST FOR PROPOSAL (RFP) Hood River Community Housing

Columbia Cascade Housing Corporation (CCHC) is a community based non-profit organization that works closely with Mid-Columbia Housing Authority. Our mission is to promote adequate and affordable housing, economic opportunity and a suitable living environment, free from discrimination to those who have barriers due to income or disability.

CCHC seeks experienced development consultation to facilitate the development of affordable housing in The City of Hood River for lower income households. To receive a copy of the RFP please visit: <http://cchctd.org>. Proposals must be submitted prior to 5:00 P.M., June 27th, 2017.

Thank you in advance for your thorough and thoughtful review of our Request for Proposals.

Sincerely,

Joel Madsen
Executive Director



REQUEST FOR PROPOSALS – DEVELOPMENT CONSULTANT

HOOD RIVER COMMUNITY HOUSING



1. **General:** This is a Request for Proposals relating to a proposed, new construction affordable housing project, (“Project”). General information about the Sponsor and the Project can be found in the attached Project Background materials.
2. **Response Dates:** The date of this notice is June 14th, 2017 and the due date for receipt of a proposal by the Sponsor is June 27th, 2017.
3. **Project Background.** The Project Background is attached as Attachment A.
4. **Scope of Work:** The scope of the work shall be as follows:
 - 4.1. Project Financing Services for Residential. Development Consultant shall provide project financing services for this residential Project, including, if applicable, improvements to any required green space on the site. The work shall include coordinating the development process with other members of the development team, assistance in selecting members of the development team, preparing budgets, assist in obtaining predevelopment financing, and public and private financing for the Project including applying for low-income housing tax credits and preparing and facilitating draw requests and audits as more specifically described on Attachment B (Project Financing Services for Residential Developments).
 - 4.2. Project Construction Management Services. Development Consultant shall provide project construction management services for the Project. The work shall include coordinating the development process with other members of the development team, assistance in selecting and negotiating agreements with members of the development team, work with general contractor to negotiate scope of work and establish budget and schedule, coordinate work to entitle the property, obtain utilities, obtain required surveys for the Project, provide support for applications for site, design, zoning and other constructed related information, monitor construction progress and budgets, and

assist in closing out construction of the as more specifically described on Attachment C (Owner's Representation/ Construction Management Services).

5. **Fees and Costs:** Indicate the proposed fee structure and estimated fees for the work to be performed. Indicate basic terms for payment. Indicate in the response whether the fees and costs are a fixed price, estimate or cap. If additional services are requested, provide an hourly cost breakdown by level of person performing the services.
6. **Firm Qualifications:** Include firm qualifications to perform the services including years organization has been in existence and provided the requested services, background of principal owners of firm, and other relevant information. Provide a list of recent projects performed by your firm which are similar to the services to be performed and note the name of the individual who completed the services.
7. **Insurance:** Provide a certificate of professional liability insurance and workers' compensation insurance coverage. Provide a certificate that the firm that will be providing the services has general liability coverage in an amount of not less than \$1 million per occurrence.
8. **Principal Contact:** Provide name, resume, and professional designations of primary person performing services. Indicate that professional designation of the person primarily responsible for performing the services.
9. **Assignment:** Indicate in the proposal whether the rights, title and interest in and to the services to be provided may be assigned without consideration. If consideration is required, indicate amount of consideration required for an assignment.
10. **Use of Work Product:** Confirm in the proposal that the Sponsor, or any professional involved in the development and construction process, or anyone involved in providing financing to the Project, may reproduce the report or other work product to be provided without modifications and distribute copies without incurring obligation for additional compensation.
11. **Format:** Confirm in the proposal that each report or analysis that will be provided will be in electronic PDF format which can be emailed.
12. **General Requirements.** Indicate in the proposal that:
 - 12.1. The work to be performed will meet any standards set forth in this request for proposals and any other applicable professional standards.
 - 12.2. The work to be performed will comply with and meet with the requirements of all applicable federal, state and local laws, rules and regulations.

12.3. That the company and the person or persons performing the work will meet all applicable licensure requirements.

12.4. That the work will be performed in a good and workmanlike manner.

13. Public Contracting Provisions - Evaluation of Responses. Responses received by the deadline will be evaluated according to the following criteria, each having an equal weight:

13.1. Specialized experience in the type of work to be performed.

13.2. Capacity and capability to perform the work, including any specialized services within the time limitations for the work.

13.3. Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, ability to meet schedules, and contract administration, where applicable; and

13.4. Availability to perform the assignment and familiarity with the area in which the specific work is located, including knowledge of design or techniques peculiar to it.

13.5. Any other factors relevant to the particular contract

14. Other Public Contracting Provisions:

14.1. As required by ORS 279B.230, the contract shall contain a condition that the development consultant shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the development consultant, of all sums that the development consultant agrees to pay for the services and all moneys and sums that the development consultant collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.

14.2. As required by ORS 279B.230, the contract shall contain a condition that subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

14.3. As required by ORS 279B.020, the contract shall contain the following provisions: development consultant shall not employ any person for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of

contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay.¹

14.3.1. for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday;

14.3.2. for all overtime in excess of ten hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday;

14.3.3. and for work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279C.540.

14.4. As required by ORS 279B.220, the contract shall contain a condition that the development consultant shall: make payment promptly, as due, to all persons supplying to the development consultant labor or material for the performance of the work provided for in the contract; pay all contributions or amounts due the Industrial Accident Fund from the development consultant or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished; and pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

¹ The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime. This section does not apply to a contract for services if the development consultant is a party to a collective bargaining agreement in effect with any labor organization.

ATTACHMENT A

SPONSOR AND PROJECT DESCRIPTION

- 1. Sponsor:** Columbia Cascade Housing Corporation is a 501 (c)(3) nonprofit organization established in 1990 to provide opportunities for safe, decent, affordable housing. The organization owns or sponsors 389 units of affordable housing providing a wide range of housing opportunities, from low-income elderly and low-income families to transitional housing for persons living with mental illness and/or developmental disabilities. Columbia Cascade's portfolio also includes farmworker housing and elderly assisted living.

Columbia Cascade Housing Corporation is affiliated with Mid-Columbia Housing Authority, which serves Sherman, Wasco and Hood River Counties in Oregon and with the Columbia Gorge Housing Authority, a joint housing authority serving Skamania and Klickitat Counties and the City of Goldendale in Washington. Columbia Cascade Housing Corporation's service area encompasses over 7,200 square miles.

The staff works under the direction of the Executive Director and the Board of Directors.

- 2. Site:** Columbia Cascade Housing Corporation anticipates site control of a 5.33 acre parcel currently owned by the City of Hood River and being used as Morrison Park, and located at the northwest corner of Wasco and 20th, Hood River, Oregon. In June 2017, the site was officially rezoned to High Density Residential R-3, allowing for up to approximately 100 units on the site. Columbia Cascade Housing Corporation desires, and the City of Hood River, will require preservation of significant unique natural features and greenway connectivity and other conditions which may impact total number of units developed.
- 3. Proposed Housing Program:** Columbia Cascade Housing Corporation seeks to develop between 60 – 80 family -sized, residential units on the site and community building. The goal of the project is to provide quality rental housing affordable to working families in Hood River. A majority of the units will be affordable, restricted to at or below 60% of the Area Median Income. Some portion of the units may be restricted at or below 80% of Area Median Income to provide housing for working families in that income range.
- 4. Project Schedule:** The Project schedule is estimated as follows:

Activity	Date
RFP's for Development Consultant Due	June 27 th , 2017
Development Consultant Selected	June 29 th , 2017
Architect Selected	July, 2017
General Contractor Selected	July, 2017
Oregon Housing LIHTC NOFA Application Submitted	January, 2018
Financial Closing	May, 2018
Start Construction	June, 2018
Substantial Completion	August ,2019
100% Initial Occupancy of Residential Rental Units	November 2019
Stabilization achieved and Construction Loan Pay-down	February 2020

5. Project Financing. The following are the financing sources expected to be utilized in the Project: low-income housing tax credits, a permanent loan, HOME funds and other Financing including GHAP, deferred developer fee, and weatherization funds.

End of Attachment A.

ATTACHMENT B
DEVELOPMENT CONSULTANT PROJECT FINANCING SERVICES
FOR RESIDENTIAL DEVELOPMENT

1. Project Coordination

- 1.1 General. Assist in performing all responsibilities imposed on Sponsor with respect to financing of the Project by any contract or agreement and help ensure that all contractual requirements associated with financing, lease up or compliance are being met. Notify Sponsor immediately in the event that Development Consultant believes that any such requirements are not being met.
- 1.2 Compliance with Funder Requirements. Assist Sponsor in performing all obligations of Sponsor with respect to the financing the Project and requirements contained in any loan agreement or security agreement entered into in connection with any construction or long-term financing, or commitment therefore, for the Project, or any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction.
- 1.3 Coordinate Team. With Sponsor, coordinate the work of the Project financing team, including owner's (Sponsor's) representatives, architect, general contractor, property manager, funders, lenders and other development team members, throughout the preconstruction, construction and closeout phases of the Project.
- 1.4 Project Schedule. Provide input on or prepare Project schedule as determined by team. Secure Sponsor input and keep current as necessary.
- 1.5 Meetings. Meet bi-weekly or as necessary to coordinate team during predevelopment, and meet as required during the closeout period. Development Consultant shall advise and assist Sponsor in connection with all matters and questions pertaining to Development Consultant work under this Agreement.

- 2. Selection of Team Members.** As requested by Sponsor, assist in identification, selection and engagement of development team members with experience in anticipated financing for the Project, including legal counsel, accountant, property manager, market analyst, appraiser, underwriters, capital campaign managers and other consultants.

- 3. Budget, Draws, Audits and Occupancy.** Prepare and maintain Project budget as follows:

- 3.1 Prepare and Maintain Budget. Prepare and update Project budget with input from architect, general contractor and other consultants. The budget shall set forth the estimated costs of design, construction and related financing and development costs broken down by line item, including a reasonable allowance for contingencies;

- sources of financing; detailed operating budget showing revenues, operating expenses and debt service calculations; long-term operating projections; LIHTC credit calculations; and development flow of funds/ cash flow including projections and, based on Sponsor's Project accounting, actual Project expenditures by financing source and development cost line items. Inform Sponsor of any deviations from projected budget and update budget monthly or more frequently as major changes occur in assumptions and expenditures. Provide final sources and uses and operating budget to Sponsor at Project completion.
- 3.2 **Draw Requests.** Prepare monthly disbursement requests (or less often as needed during predevelopment and closeout) for all sources of Project financing and submit to Sponsor for approval and final submission to funders. Coordinate draws for repayment of the predevelopment and construction loans to the Project. Advise Sponsor on actuals to budget and use of reserves and contingencies during development.
 - 3.3 **Accounting Coordination.** Work with Sponsor to establish a common chart of accounts and consistent cost allocation methodology for the Project; coordinate draw processes to assist Sponsor's tracking on accounts of record for the Project; assist Sponsor's legal counsel to prepare assignment of assets and liabilities and other documents related to accounting for separate legal ownership entities; and coordinate Development Consultant's development activities for the Project with those of the Sponsor's accountant and auditor.
 - 3.4 **Audits.** Assist Sponsor to prepare for and coordinate any required third-party audits of Project expenditures during the development and closeout phases of the Project.
 - 3.5 **Monitor Lease up.** Review occupancy, rents and monthly operating statements provided by Sponsor in relation to projections for lease up and stabilization, LIHTC credit delivery (if applicable), reserve balances and cash flow assumptions in Project budget and funder agreements.
- 4. Predevelopment Financing.** If required, assist Sponsor in the completion of up to two applications for predevelopment financing for the Project. If applicable, review proposed predevelopment loan terms and conditions, and with Sponsor's legal advisor, assist Sponsor in the negotiation of the predevelopment loan documents. Assist Sponsor with due diligence leading to closing of the predevelopment loan(s).
 - 5. Primary Public Financing.** Assist Sponsor in the completion of up to two applications to state housing finance agency (HFA) (per Section 6) through its annual NOFA or request for proposals for an award of LIHTC and other available resources.
 - 6. Other Affordable Housing Public Funding.** Assist Sponsor in the completion of funding applications for HOME or other affordable housing funding. Assist in an application for

project-based rental assistance and assist Sponsor to apply for Project Based Section 8 subsidies for the Project. Review proposed loan or grant terms and conditions with the Sponsor's legal advisor. Assist Sponsor and Sponsor's legal advisor in the negotiation of the loan or grant documents. Assist Sponsor with due diligence leading to closing of other public financings.

7. Private Residential Lenders. Lead in securing necessary private loans to complete the Project as follows:

7.1 Construction Financing. Assist Sponsor in the selection of financial institution that will provide construction period financing, including the preparation of Requests for Proposals, review of lender proposals and recommendations to the Sponsor. Review with Sponsor's legal advisor proposed construction loan documents for financing terms and conditions, assist Sponsor in the negotiation of the construction loan documents. Coordinate due diligence activities to achieve Construction Loan Closing, draw processes and activities necessary to pay off the construction loan and convert to permanent financing.

7.2 Permanent Financing. Assist Sponsor in the selection of financial institution that will provide permanent financing, including the preparation of requests for proposals, review of lender proposals and recommendations to the Sponsor. Review proposed permanent loan documents for financing terms and conditions, and with Sponsor's legal advisor, assist Sponsor in the negotiation of the construction loan documents. Coordinate activities to achieve Permanent Loan Closing.

8. Low Income Housing Tax Credits and Equity Investment. Lead in securing an allocation of and LIHTC equity investment for the Project:

8.1 Timelines. Track time lines, compliance deadlines, and performance of key development requirements associated with the LIHTC.

8.2 Allocation Requirements. Assist Sponsor to secure required documentation associated with the allocation of LIHTC's, including but not limited to award letter, reservation agreement, carryover allocation, cost certification(s), final application to state housing agency, recordation of restrictive covenants and other documents and state housing agency issuance of Form(s) 8609.

8.3 Equity Investor Selection and Negotiation. Assist Sponsor in the selection of an equity investor to the Project, including the preparation of a request for proposals. Review investor proposals for LIHTC pricing, business terms and other investor conditions, and make recommendation to Sponsor. With Sponsor's legal advisor, assist in negotiation of the business terms contained in investor's proposed letter of interest, commitment letter and partnership/operating agreement.

- 8.4 Due Diligence and Compliance. Complete due diligence and other work necessary to close the LIHTC partnership or limited liability company, admit the equity investor and secure investor equity payin(s) through Permanent Loan Closing and final equity contribution to the Project.
- 8.5 Monitor Credit Delivery. Assist and advise Sponsor on credit delivery, including monitoring qualified basis during construction and review of occupancy during leaseup for credit delivery.
- 8.6 Sponsor Assistance. Assist Sponsor to understand its responsibilities during the LIHTC compliance period as defined in Section 42(i)(1) of the Internal Revenue Code through provision of allocation and partnership documents, and through additional summaries of requirements for credit delivery, reporting requirements, reserve requirements, waterfall provisions, and income and rent restrictions. Advise Sponsor on these issues in consultation with the Sponsor's legal advisor, tax accountant, equity investor and property manager.
- 9. Foundation Grant Applications or Charitable Giving Requests.** Assist Sponsor to prepare and present Project description, design materials, schedule, budget, development team description and other support documents as necessary to complete applications to private foundations or individual contributors for capital funds for the Project. Coordinate schedule and budget with private fund developer or Sponsor.

End of Attachment A

ATTACHMENT C

DEVELOPMENT CONSULTANT OWNER'S REPRESENTATION AND CONSTRUCTION MANAGEMENT SERVICES

1. Project Coordination

- 1.1 General. Assist in performing all responsibilities imposed on Sponsor with respect to public engagement, design, entitlements and construction of the Project by any contract or agreement and help ensure that all contractual requirements applicable to any general contractor, architect, any subcontractors or other consultants are being met. Notify Sponsor immediately in the event that Development Consultant believes that any such requirements are not being met. Development Consultant shall coordinate with Sponsor and any consultants or representatives of Sponsor at each stage of the Project for review and approval before proceeding to a subsequent phase, provided that Development Consultant will not be responsible for any third parties' failure to meet applicable deadlines.
- 1.2 Compliance with Funder Requirements. Assist Sponsor in performing all obligations of Sponsor with respect to the design, entitlement or construction of the Project as contained in any loan Agreement or security Agreement entered into in connection with any construction or long-term financing, or commitment therefore, for the Project, or any Agreement entered into with any governmental body or agency relating to the terms and conditions of such construction.
- 1.3 Coordinate Team. With Sponsor, coordinate the work of the Project team, including owner's (Sponsor's) representative, architect, general contractor, property manager, funders, lenders and other development team members, throughout the preconstruction, construction and closeout phases of the Project.
- 1.4 Project Schedule. Prepare a Project schedule with Project team input and keep current as necessary.
- 1.5 Meetings. Meet bi-weekly or as necessary to coordinate team during predevelopment; meet weekly onsite during Project construction, and meet as required during the closeout period. Development Consultant shall advise and assist Sponsor in connection with all matters and questions pertaining to Development Consultant and Development Consultant's work.

2. Selection of Team Members

- 2.1 Architect Contract. Assist in selection of and contract negotiations with the architect selected by the Sponsor. Review architect's scope of services with Sponsor to ensure that the architect's contract and fee appropriately address the planning and design of the Project.

- 2.2 General Contractor. Assist Sponsor in the general contractor selection process, including request for qualifications process or other selection process as determined by Sponsor. Working with Sponsor legal counsel, assist in negotiation of a contract for construction of the Project with the general contractor.
- 2.3 Consultant Services. Secure proposals from, and assist Sponsor in the selection and supervision of any soils or environmental contractors, special inspectors, surveyors or other professional consultants that may be required to complete the Project.

3. Establishing Scope of Construction

- 3.1 Scope. Work with Sponsor, the development team, Project funders, and other stakeholders during Project design, general contractor bidding and negotiations to obtain a scope of work desired by Sponsor within the established budget and designated schedule:
- 3.2 Contract Review. Assist Sponsor in reviewing contract documents and securing a schedule of values and construction schedule from the general contractor.
- 3.3 Specifications. Assist Sponsor with reviewing product samples and specifications provided by general contractor, subcontractors, and material suppliers for use at the Project.
- 3.4 Value Engineering. Participate in the value engineering process and submit suggestions or requests for changes that will improve the design, efficiency, or cost of the Project. Develop and maintain an add back/alternate list of Project items that may be included or reinstated if the construction budget allows.
- 3.5 Green Building. Facilitate green building charrette to comply with funder required green building criteria.
- 3.6 Sub-Contract Bids. Assist Sponsor at the opening and analysis of the sub-contract bids.
- 3.7 Pre-construction Conference. With Sponsor and architect, conduct a pre-construction conference with the general contractor, major sub-contractors, and lender representatives within one week of a notice to proceed.
- 3.8 Shop Drawings and Submittals. Review log prepared by architect or general contractor prior to the start of construction for all items that will require shop drawings and submittals during the Project. Assist Sponsor in selecting items for which the Sponsor elects to receive copies of shop drawings or submittals for review. Assist Sponsor in the review of such shop drawings and submittals. In collaboration with Sponsor, architect, and general contractor establish and implement procedure for expediting the processing and approval of shop drawings

and review submittals for evidence that all items have been properly approved by the Project architect and Sponsor, where required, prior to the start of related work.

4. Entitlements, Utilities and Public Jurisdictions

- 4.1 Public Jurisdictions. Meet with, negotiate and interact with all appropriate governmental officials who have jurisdiction over the construction, development and initial operation of the Project.
- 4.2 Entitlements. Assist Sponsor, architect and/or Sponsor's entitlement consultant to receive necessary entitlements (partition, lot line adjustments, preliminary plat, or final plat, and related entitlements and the engineering, plans, and specifications as necessary to commence onsite development) from jurisdiction of authority over Project.
- 4.1 Utilities. Assist Sponsor in identifying needed public utilities and other such site or building services, applying for such services, coordinating their installation with the appropriate agency and general contractor, and ensuring proper completion.
- 4.2 BOLI/ Wage Determinations. Assist Sponsor in obtaining a wage determination from Oregon Bureau of Labor and Industry and/or funding agencies with wage determination requirements.

5. Surveys and Title

- 5.1 Survey. Assist Sponsor to secure required surveys and to address, or cause to be addressed, at Sponsor's expense, any title matters on the Project.

6. Funding Applications and Draws

- 6.1 Application Support. Prepare, or cause to be prepared at Sponsor's expense, information and documents for funding applications, including site, design, zoning, construction cost, schedule, and other construction related information.
- 6.2 Due Diligence. Prepare or cause to be prepared, at Sponsor's expense, any site evaluation, entitlement, design or construction related studies or reports that may be required in connection with the financing and construction of the Project, including but not limited to: environmental (phase I, phase II, underground storage tanks, lead paint, and asbestos) and neighborhood impact studies or reports (wetlands, shorelines and watershed restrictions, flood zones, seismic safety zones, endangered species, FAA restrictions, noise restrictions, historic and open space preservation restrictions), engineering surveys, hazardous waste substance reports, construction related information to secure appraisals or market studies, geotechnical reports, traffic studies, construction estimates, and preliminary plans and specifications.

- 6.3 Green Building Sources. Research and apply for energy incentive funding from Energy Trust of Oregon and OHCS Weatherization program to incorporate green building or other sustainable building technologies in the Project.
- 6.4 Draws. Coordinate and deliver to Sponsor and/or its agent(s) appropriate documentation for funding draws and disbursements.

7. Construction Period Oversight

- 7.1 Onsite Observations. Perform on-site observations of the progress and quality of the work to determine if the work is being performed in a manner indicating that the work when completed will be in conformance with the contract documents; provided however that Development Consultant's review thereof shall in no way be construed to be a warranty of the Work performed. Help to assure that Sponsor's interests and requirements are met by the general contractor, architect and other parties that are under contract to Sponsor in relation to the Project. Notify Sponsor if in Development Consultant's opinion Work does not conform to the contract documents or requires special inspections or testing.
- 7.2 Payment Requests. Review all general contractor payment requests and make recommendations to Sponsor concerning the Sponsor's approval or modification of such payment requests. It shall be the Sponsor's responsibility to make timely disbursements in response to such payment requests.
- 7.3 Budget. Monitor the Project budget during construction. Review all change order requests issued by general contractor and render advice to the Sponsor about the form, content and appropriateness of pricing of such change orders in relation to the contract documents. Assist Sponsor to monitor status of change orders, including approval or rejection thereof, and ensure that adequate contingencies remain in the Project budget to cover the cost of approved change orders.

8. Project Closeout

- 8.1 Closeout Documents. Assist Sponsor in closing out construction of the Project, including punch list inspections, cost certifications, tracking of lien releases, and collection of contract-required documentation for the release of the retainage to the general contractor. Assist Sponsor in the filing of all notices of completion and/or certificates of occupancy or equivalent documents, as required by any local government jurisdiction in which the Project is located to permit occupancy of the Project.
- 8.2 Lease-up and Transition to Operations. Coordinate and assist with lease-up. Prepare and provide Sponsor project compliance abstract.

- 8.3 Guaranty, Warranty and Instruction Manuals. Assist Sponsor in obtaining from general contractor, subcontractors, material suppliers or other consultants all such guarantees, instruction manuals and warranties pertaining to the Project that are required by the contract documents to be provided to Sponsor. Coordinate these documents with Property Management and Maintenance personnel.
- 8.4 Warranty Inspection. Coordinate and attend one year warranty inspection; monitor completion of warranty repair work by general contractor; assist Sponsor in addressing any warranty issues that arise prior to the Permanent Loan Closing, provided that Development Consultant's supervision of such work shall in no way be construed to be a warranty by Development Consultant of such work.

End of Attachment C