



# Request for Qualifications for Debt and Equity for North Housing Block A

ISLAND CITY DEVELOPMENT  
701 ATLANTIC AVENUE  
ALAMEDA, CALIFORNIA 94501

Request for Qualifications Issued  
**February 23, 2023**

Deadline for Submitting Qualifications  
**April 6, 2023, 5:00 PM Pacific Time**

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**ISLAND CITY DEVELOPMENT  
701 ATLANTIC AVENUE  
ALAMEDA, CALIFORNIA 94501-2161**

**REQUEST FOR QUALIFICATIONS  
Debt and Equity for North Housing Block A**

**SECTION I. GENERAL INFORMATION**

***PURPOSE OF THE RFQ***

The objective of this Request for Qualifications (RFQ) is to seek qualifications from qualified lenders and tax credit investors to assist in financing the construction of all three projects with a total of 155 units at North Housing Block A, the first phase of the 12-acre North Housing development in the City of Alameda, California (Project(s)). The timing of the transaction(s) is still to-be-determined; however, one of the three projects is expected to break ground in November 2023.

North Housing is a 12-acre site that will be developed in multiple phases to be completed over several years. Block A is the first phase of the larger 12-acre redevelopment. The proposed new construction projects at Block A of the North Housing Development will be developed with three projects, totaling one-hundred and fifty-five (155) units.

- North Housing Permanent Supportive Housing I (PSH I) – 45 units
- North Housing Permanent Supportive Housing II (PSH II) – 46 units
- North Housing Senior Apartments (NH Senior) – 64 units

ICD highly encourages single sourcing of loans and equity, or a proposed team of qualified lenders/investors. Respondents can propose to serve as construction and/or permanent lender, tax credit investor, or both to the extent legally permitted. ICD will also consider qualifications for just a loan or equity. ICD expect qualifications to encapsulate all three properties because of their close proximity; however, if proposers wish to separate the projects, ICD will only accept standalone submissions for NH Senior. PSH I and PSH II MUST be included under one submission given the nature of the planned development.

The lender and tax credit investor selected through this RFQ process will have a 99.99% interest in each of the limited partnerships and are expected to receive 99.99% of the annual federal low-income housing tax credits and state tax credits. Please see estimated equity, construction loan, and permanent loan breakdown below for each individual phase:

<b>Phase</b>	<b>Equity (Est.)</b>	<b>Construction Loan (Est.)</b>	<b>Permanent Loan (Est.)</b>
PSH I	\$23,500,000	\$25,200,000	No Conventional Debt
PSH II	\$15,100,000	\$24,200,000	No Conventional Debt
NH Senior	\$23,000,000	\$40,000,000	\$3,200,000

Additional project details are described in Section II below.

## **BACKGROUND**

Island City Development (ICD) is a California non-profit public benefit corporation. ICD was created in 2014 to serve as the nonprofit developer for the Housing Authority of the City of Alameda (AHA). ICD's directors and officers have been appointed by Executive Director of AHA. To date, ICD has participated in the development of four properties financed by the Low Income Housing Tax Credit program (LIHTC), totaling 175 units of affordable housing. Three of these are self-developed. One property recently completed construction while the other properties have stabilized occupancy, and no properties are in default or noncompliance status.

AHA was established on August 6, 1940 and is located at 701 Atlantic Avenue, Alameda, California 94501. In partnership with the entire community, AHA advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing. AHA is dedicated to providing and expanding high quality affordable housing. The governing body of AHA is a seven-member Board of Commissioners appointed by the Mayor of the City of Alameda. The Executive Director is the President and Chief Executive Officer. AHA is a separate public body from the City of Alameda.

AHA currently administers subsidized rent programs throughout the City of Alameda funded by the U.S Department of Housing and Urban Development (HUD), including a Housing Choice Voucher program which is currently serving over 1,500 low-income households. The Housing Authority of the City of Alameda and its affiliates Island City Development and Alameda Affordable Housing Corporation own and operate over 600 units of affordable rental housing in various apartment complexes and condominiums throughout the City of Alameda. In addition to these properties, AHA owns the land and has a ground lease with six additional properties. AHA is also a special limited partner in two LIHTC properties with two separate regional nonprofit development partners.

Qualifications submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety. The instructions below provide guidance on what responses should contain and how it should be organized. ICD encourages responses from Minority and Women Business Enterprises (MBE and WBE).

## **IMPORTANT DATES FOR THE RFQ**

**1. RFQ published and distributed: February 23, 2023**

Notice published on ICD website <https://www.islandcitydevelopment.org/procurements/>

**2. Deadline for Questions regarding the RFQ: March 16, 2023, 5:00 PM**

Questions must be e-mailed to Sylvia Martinez, Director of Housing Development at [smartinez@alamedahsg.org](mailto:smartinez@alamedahsg.org) with a copy to Tony Weng, Senior Project Manager at

[tweng@alamedahsg.org](mailto:tweng@alamedahsg.org) and Jocelyn Layte, Housing Development Specialist at [jlayte@alamedahsg.org](mailto:jlayte@alamedahsg.org).

Please use the subject line "North Housing Block A Debt & Equity RFQ - Questions."

A list of the questions asked and the answers will be posted on the ICD website <https://www.islandcitydevelopment.org/procurements/>

**3. Deadline for Submittal of Qualifications: April 6, 2023, 5:00 PM**

Please email responses to Sylvia Martinez at [smartinez@alamedahsg.org](mailto:smartinez@alamedahsg.org) with a copy to Tony Weng at [tweng@alamedahsg.org](mailto:tweng@alamedahsg.org) and Jocelyn Layte at [jlayte@alamedahsg.org](mailto:jlayte@alamedahsg.org).

Subject of the email should be labeled "North Housing Block A – Debt & Equity RFQ Qualifications by [Respondent's name]."

***IMPORTANT INFORMATION ABOUT THE RFQ***

ICD reserves the right to modify this schedule at our discretion. Notification of changes in connection with the RFQ as well as answers to questions posed by Respondents will be made available to all interested parties via our website.

ICD reserves the right to take the following actions, to:

- Require a Respondent to submit additional data, discuss the qualifications, or to make a presentation of the qualifications.
- Solicit information from any available source concerning any aspect of the qualifications.
- Conduct interviews via phone or in person.
- Check references and to contact any current or past users of the Respondent's services.
- Conduct credit and LexisNexis checks.
- Waive any or all minor informalities or irregularities.
- Reject any qualifications.
- Reject all qualifications.
- Terminate this RFQ.
- Negotiate with all qualified and approved Respondents, which might result in revisions to qualifications.
- Award a contract based solely on the qualifications received without further discussion with the Respondent. Qualifications submitted, therefore, should reflect the most favorable terms from a cost/benefit standpoint.
- Enter into serial or multiple contracts with the winning Respondent(s).
- Retain all qualifications submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving qualifications without the written consent of the ICD President.

Respondents are advised to be as complete as possible in their responses. Any materials submitted by Respondents that is considered confidential must be clearly marked as such. ICD and its representatives are not responsible for any errors or omissions in these specifications.

ICD reserves the right to award contracts to more than one individual/firm and/or to divide services among various individuals/firms. More than one contract may be executed.

ICD will reject the qualifications of any Respondent who is debarred by the U.S. Department of Housing and Urban Development (HUD) from providing services to public housing agencies and other HUD grantees.

In submitting a response, the Respondent acknowledges that ICD shall not compensate the Respondent for any submission or contract negotiation costs, including cost of preparation, appearances for interviews, and/or travel expenses. The Respondent assumes all responsibility for submission of qualifications and meeting of required deadlines.

### **GENERAL REQUIREMENTS**

All work is to be performed in accordance with all applicable professional standards, HUD regulations, requirements and criteria and local codes, regulations, ordinances, and statutes. The selected respondent will perform only work which is authorized by ICD.

All documents produced under contract to the ICD must be submitted in a format to which both parties agree. All documents and products created by the selected respondent and any sub-contractors shall become the exclusive property of ICD.

ICD is committed to affirmatively furthering fair housing for all persons regardless of age, race, color, national origin or ancestry, citizenship, religion, sex, sexual orientation, gender, gender identity, gender expression, marital status, physical or mental disability, medical condition, genetic information, marital status, familial status, or any other basis protected by state, federal, or local law. All contractors are required to promote fair housing and comply with the Fair Housing Act and fair housing laws and regulations.

ICD, AHA, HUD, and the Comptroller General of the United States shall at all times have access to any books, documents, papers, and records of the selected individual/firm which are directly pertinent to the specific contract for the purpose of audit, examination, or for excerpts or transcripts.

### **SELECTION CRITERIA**

The criteria and process for determining the selection of the successful Respondent(s) is at the sole and absolute discretion of ICD. Qualifications containing the requested information will serve as the primary basis for final selection, supplemented by other means as described in this RFQ.

All qualifications will be reviewed by ICD based on the evaluation criteria contained in this RFQ. ICD will select the top Respondent(s) based upon the evaluation of the qualifications and the fees proposed (not necessarily the highest pricing or equity).

ICD expects to enter into a Letter of Intent with the top ranked Respondent(s) at which time ICD and the Respondent will resolve any necessary issues. If, in the sole judgment of ICD, these

negotiations are not successful, ICD reserves the right to enter negotiations with other lenders and/or investors, proceeding in the order of their initial ranking.

The Respondent to whom an award will be made will be notified at the earliest practicable date.

## SECTION II. TRANSACTION DESCRIPTION

The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Housing Authority of the City of Alameda is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. North Housing successfully transferred to Housing Authority ownership on May 30, 2019. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map. The North Housing Project will be developed in multiple phases to be completed over several years. Block A is the first phase of the larger 12-acre redevelopment consisting of three separate 4-story wood-framed new construction projects, totaling 155 units.

### Phased Timeline:

Project Milestone	Date
Estimated Building Permit Ready (currently in plan check review)	June 2023
Estimated Notice to Proceed: NH PSH I and/or NH Senior (22 months construction)	November 2023
Estimated Construction Completion: NH PSH I and/or NH Senior	September 2025
Estimated Notice to Proceed: NH PSH II (19 months construction)	December 2024
Estimated Construction Completion: NH PSH II	July 2026

Please refer to the Estimated Construction Schedules for the three projects at Block A included with this RFQ.

### ***NORTH HOUSING BLOCK A PROJECT TEAM***

**Developer/Sponsor:** Island City Development

**Landowner and Guarantor:** Housing Authority of the City of Alameda

**Legal Counsel:** Carle, Mackie, Power & Ross LLP

**Financing Consultant:** Community Economics, Inc.

**Property Management Agent:** FPI Management, Inc.

**Architect:** HKIT Architects, Inc.

**General Contractor:** J.H. Fitzmaurice, Inc.

**Title Company:** Old Republic Title Company

**Accounting and Audit/CPA:** Novogradac & Company LLP

**Market Analyst:** Kinetic Valuation Group



**Appraiser:** Real Estate Valuation Services

**Service Providers at NH PSH I & PSH II:** Building Futures and Alameda Point Collaborative (see Exhibit S)

**Service Provider at NH Senior Apartments:** LifeSTEPS (see Exhibit S)

For more Development Narrative, please see Exhibit A.

### **SECTION III. QUALIFICATIONS SUBMISSION REQUIREMENTS**

Respondents who wish to serve as the Lender and/or Tax Credit Investor should prepare and submit an effective, clear, and concise qualifications. E-mail submission must contain "North Housing Block A – Debt & Equity RFQ Qualifications by [Respondent's name]" in the subject line. The deadline for delivery and delivery locations are described above.

Corrections or modifications received after the specified qualifications submittal date will not be accepted. All qualifications, including attachments and supplementary materials will become the property of the ICD and will not be returned to the Respondents.

Qualifications will not be opened publicly. Once the ICD has completed its review of the qualifications and a decision has been made on whether to award a Letter of Intent to which company or companies, this information will be recorded and this document will become a public record.

Qualifications must include the following minimum information:

#### **A. GENERAL INFORMATION REQUIRED FROM ALL RESPONDENTS**

1. Name, address, and telephone number of the principal office from which services and contract will be administered.
2. Name, telephone number, an email address, and position of employee who will be the primary point of contact in coordinating the loan (Respondent's Key Manager).
3. Bear the signature of a principal or officer of the Respondent.
4. Experience and Qualifications:
  - a) Describe your firm's (or proposed team's) recent experience making or underwriting similar short-term and long-term loans; include your experience with other public housing authorities, other California borrowers, and with FHA loans.
  - b) Describe the experience and qualifications of Respondent's Key Manager.
  - c) Identify the legal counsel you will use for the transaction and reference specific transactions that legal counsel has worked on.
5. Include a statement discussing the following:
  - a) How the lender and/or investor will approach a phased project like North Housing?
  - b) How long could the Respondent hold terms?
  - c) How frequently would the Respondent provide term sheets?
  - d) Anything else that the Selection Committee should be aware of.
6. Fully executed Non-Collusion Affidavit (Exhibit I).
7. References (Exhibit J) - List at least five clients for whom your firm has recently provided loans/equity, preferably at least one example of a phased project. Provide contact

information including name, title, affiliation, phone number, and email address. Include any local public housing authority and/or California references.

**B. CONTENT OF QUALIFICATIONS TO SERVE AS LENDER**

1. Financing Structure: Submit a draft term sheet for the construction to permanent loan, or construction loan, or permanent loan. Term sheet should include the following information:
  - a) Rate index and spread
  - b) Drawdown schedule or fully funded at closing
  - c) Proposed Fee Schedule & Costs (Exhibit N)
  - d) Reimbursable expenses, may be included above
  - e) A description of the underwriting and due diligence process, including approximate amount of time needed to complete the financing and key approvals required
  - f) Draw Process Explanation, including lien waiver documentation, draw schedule workbook template, and construction monitoring protocol
  - g) Guarantee Requirements
  - h) Debt Service Coverage Requirements
  - i) Reserves Requirements, including conditions of use
  - j) Conversion Requirements, as applicable
  - k) Insurance Requirements
  - l) Banking relationship requirements, if applicable
  - m) Any other disclosures

**C. CONTENT OF QUALIFICATIONS TO SERVE AS TAX CREDIT INVESTOR**

Respondents desiring to serve as Tax Credit Investor should provide a written qualifications that responds to each of the following issues in the form of a letter of intent. Respondents should set out any assumptions that differ from those included in this RFQ.

1. Pay-In Amount

State your proposed total capital contribution, quoted as both a total dollar amount and a credit price per federal tax credit dollar and price for the certificated state tax credit.

2. Pay-in Schedule

Provide your proposed pay-in schedule. Be sure to state the percentage of total equity that each payment represents, the calendar date you have assumed for each pay-in, and all conditions (including any administrative ones) precedent to each pay-in. Also describe the purposes to which you would restrict the spending of each pay-in, if any (e.g., construction costs, reserves, developer fee, etc.).

3. Adjusters

Describe any capital contribution adjustment provisions assuming an acceleration or delay in credits and/or an increase or reduction in overall credits. Note whether there are limits on any adjustments.

#### 4. Initial Fees and Expenses

Describe the amount and character of any upfront fees and expenses for which you would require payment/reimbursement at closing. Assume that your legal counsel will provide the tax opinion. (Exhibit N)

#### 5. Ongoing Fees and Expenses

Describe the amount and character of any ongoing fees and expenses for which you would require payment/reimbursement such as an annual asset management fee. Note whether any fees would escalate over time and, if so, by what amount.

Describe the amount of partnership management fee you would be willing to accept payable to the managing general partner, including whether the fee would escalate over time and, if so, by what amount.

Also, describe if the fee accrues or is limited to available cash flow.

#### 6. Guarantees

Describe the terms of each guarantee that you will require. Be sure to include the guarantor, items guaranteed, guarantee amount including any cap, duration of the guarantee, provisions for reduction and/or termination of the guarantee, and any reimbursement provisions for payments made on the guarantee.

If you impose any debt service coverage requirements, please describe them and any consequences of not meeting them.

Any operating deficit guaranty shall not exceed six months' operating expenses and debt service, and the tax credit investor shall provide the financial criteria to be satisfied so that such operating deficit obligation shall be extinguished as early as within three years of conversion. Additionally, if an operating deficit guarantee is required, it would not be called upon until all operating reserves have been used.

Any tax credit guaranties should not require the GP to contribute capital or make payment to the tax credit investor for loss or credits or delay in credits arising from changes in tax law after construction closing or transfer of tax credit investor partnership interests.

#### 7. Reserves

Describe required reserves. Be sure to describe the amount of each reserve, the timing of funding each reserve, any escalator in any annual funding requirement, any conditions for reducing or eliminating the reserve, who holds the reserve, and any conditions to the release of the reserve to meet the needs of the project. Indicate acceptance of the reserves that are allowed to be used to pay debt upon completion of the Compliance Period. Any qualifications from a tax credit investor should allow the GP to implement a spend down plan of the LP cash reserves beginning with year 12 or 13 of the Compliance Period, for uses which may include paying an incentive management fee to the GP, making repairs or improvements to the Project, paying down debt, or other commercially reasonable uses of the reserves as determined by the GP in good faith. The Limited Partnership Agreement must appropriately address the TCAC reserve requirements.

#### 8. Cash Flow

Indicate your proposed distribution of cash flow, both during operations and upon sale or refinancing. Describe any limits on cash flow distributions to the general partner.

#### 9. Purchase Option and Right of First Refusal

State the terms of your proposed purchase option and right of first refusal, including prices and timing limits on exercise. Such terms (1) should allow for early exercise of the option commencing anytime between the last year of the credit delivery and the end of the initial compliance period; (2) allow limited partnership buyout for fair market value or debt, and not include taxes; (3) should allow the GP (or its designee) to purchase the tax credit investor's limited partnership interests in lieu of purchasing the Project based on either the value of the Project or the value of the tax credit investor's limited partnership interests based on the partnership continuing as a going concern; (4) should not require a bona fide offer with respect to the right of first refusal; and (5) include a 3-year period for purchase option and ROFR after the end of 15<sup>th</sup> year.

#### 10. Depreciation and Tax Assumptions

Summarize your key assumptions about depreciation schedules if different from the projections attached. Include any requirements for qualified allocations, the GP to elect to be taxed as a corporation, and/or disaffiliation of the GP with respect to the AHA and/or ICD.

#### 11. Insurance Requirements

Describe your general insurance requirements and, specifically, whether special (e.g., mold) insurance coverage will be required. Flood insurance shall only be required if the land is located in a FEMA flood risk area.

#### 12. Property Management & Resident Services Requirements

State any special requirements you would have for the selection or retention of a property manager and resident services provider.

13. Due Diligence and Closing Requirements

Describe your due diligence and closing requirements. Provide a checklist and timeline for completing your due diligence. Note any time required to obtain approvals from any ultimate investor or internal committees.

14. Reporting Requirements

Provide a detailed summary of your reporting requirements, including due dates and penalties, if any.

15. Previous Experience

Describe your experience in (i) tax credit projects sponsored by public housing authorities, (ii) tax credit projects in California, and (iii) tax credit transactions, generally.

16. Investor Counsel

Provide the name of the firm or firms that will serve as your legal counsel and provide the tax opinion, along with the name(s) of the individual lawyers who would work on this transaction.

17. Purchase of Energy Credits, as applicable.

18. Loss reallocations:

The right to reallocate losses any time after the last year of credit delivery if unanticipated LP capital account problems develop. Any such reallocations would be performed such that the partnership's original tax treatment (qualified allocations, percentages of taxable and tax-exempt use property) would be respected.

19. Exclusions of resident services and property management fees from calculation of 12% max on cash receipts for ICD as general partner.

20. Treatment GP Capital Contributions:

Limited seasoning (no more than three months). Specify any other treatment issues.

21. Limited Partnership Transfer

Prior to any transfer of the LP, the GP must provide written consent to the LP granting or denying the transfer. The LP transfer must comply and satisfy the conditions bound by the LPA.

22. Identify any non-negotiable year 15 terms and conditions, as applicable.

23. Identify any upper-tier investors or priority fund investors, as applicable.

## SECTION IV. SELECTION PROCESS

### ***ICD RESERVATION OF RIGHTS AND DEBARMENT***

ICD reserves the right to reject any or all qualifications, to waive informalities and irregularities in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in the best interests of ICD. ICD reserves the right not to award a contract pursuant to this RFQ.

Any firm submitting qualifications that is presently debarred, suspended, in the process of debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department or agency is automatically excluded from participating in this process and the company's qualifications will be rejected.

### ***EVALUATION***

Each qualifications received will be evaluated and a determination will be made if it meets the minimum requirements. Failure to meet these requirements will be a cause for eliminating the qualifications from further consideration. Evaluation of the qualifications will be made by a review panel appointed by the Director of Housing Development.

Qualifications Evaluation Criteria: The following criteria will be utilized to evaluate each submission:

MAX POINT VALUE	CRITERION DESCRIPTION
20 points	Overall Clarity and Completeness of Response
20 points	Experience and Qualification
20 points	Financial Structure
40 points	Fees, Costs, and Terms

During the evaluation process, ICD may require a representative of the firm/agency submitting the qualifications to answer specific questions orally and/or in writing. Qualifications received late will not be opened or given any consideration for the proposed services unless doing so is deemed to be in the best interest of ICD as determined in the sole discretion of ICD.

ICD intends to retain the successful respondent(s) pursuant to a "Best Value" basis, not a "Low Qualifications" basis. Best Value in that ICD will consider other factors described above in making the award decision. ICD welcome responses from both direct investors and syndicators.

ICD will be the sole and exclusive judge of quality and compliance with qualifications requirements. The ICD reserves the right to award one or more contracts in any manner it deems to be in the

best interest of the ICD and make the selection(s) based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the respondents.

This RFQ is a solicitation and not an offer to contract. ICD reserves the right to issue clarifications and other directives concerning this RFQ, to require clarification or further information with respect to any qualifications received, and to determine the final scope and terms of any contract for services, and whether to enter any contract.

## SECTION V. TERMS AND CONDITIONS

### Withdrawal of RFQ:

Qualifications may be withdrawn before and after the RFQ submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFQ submittal deadline can be made; however, qualifications may not be re-submitted after the deadline.

### RFQ Costs:

All costs incurred in the preparation and submittal of the RFQ shall be completely borne by the responding party to the RFQ. In no event will ICD be liable for any cost whatsoever for the preparation or submittal of a response to this RFQ. All documents submitted as part of the RFQ will become property of ICD. Requests for specific material to be returned will be considered. Any proprietary information submitted in response to this RFQ must be clearly marked on each page and will be handled in accordance with applicable federal and state laws. Respondents should assume that all portions of a response other than proprietary information will be public records.

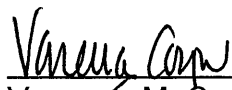
### Contract Term:

ICD will initially be proposing to complete due diligence and close construction financing in late 2023 for one of the three projects. Construction is expected to commence no sooner than November 2023 and complete construction within twenty-two (22) months for the first of the three projects. The remaining project(s) are anticipated to break ground in 2024.

### Housing Authority Contacts:

The designated individual responsible for coordination of the RFQ is Tony Weng, Senior Project Manager. Any technical questions relating to this RFQ should be directed to Mr. Weng via e-mail at [tweng@alamedahsg.org](mailto:tweng@alamedahsg.org). Sylvia Martinez, Director of Housing Development, will be responsible for administering the contract after the award is made.

### Authorization to Distribute:



Vanessa M. Cooper, President of Island City Development

2-22-23

Date

## **EXHIBITS**

***EXHIBIT A: DEVELOPMENT DESCRIPTION***

***EXHIBIT B: OWNERSHIP STRUCTURE & ORGANIZATIONAL CHARTS***

***EXHIBIT C: FINANCING PLAN & FINANCIAL PROFORMAS***

***EXHIBIT D: OPTION AGREEMENT FOR NORTH HOUSING BLOCK A***

***EXHIBIT E: LEASE OPTION & SAMPLE GROUND LEASE***

***EXHIBIT F: APPRAISAL***

***EXHIBIT G: MARKET STUDY***

***EXHIBIT H: PROJECT PLANS & ELEVATIONS***

***EXHIBIT I: GEOTECHNICAL REPORT***

***EXHIBIT J: PHASE I REPORT***

***EXHIBIT K: OPERATING BUDGET DETAILS***

***EXHIBIT L: NON-COLLUSION DECLARATION***

***EXHIBIT M: REFERENCES FORM***

***EXHIBIT N: PROPOSED FEE SCHEDULE***

***EXHIBIT O: ICD QUALIFICATIONS***

***EXHIBIT P: AHA AUDIT***

***EXHIBIT Q: ICD & ENTITY AUDITS***

***EXHIBIT R: REO SCHEDULE***

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