#### **CITY OF CORONA**

### CORONA DE ORO APARTMENTS PASS THROUGH FUNDING AGREEMENT

#### 1. PARTIES AND DATE.

This Corona De Oro Pass Through Funding Agreement ("Agreement") is made and entered into this 20th day of November, 2024 by and between the City of Corona, a municipal corporation organized under the laws of the State of California ("City") and Corona de Oro Apartments, LP a California limited partnership with its principal place of business at 9692 Haven Avenue, Suite 100, Rancho Cucamonga, CA 91730 ("Owner"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

#### 2. RECITALS.

- 2.1 Project. On or about March 1, 2000, Owner and the Redevelopment Agency of the City of Corona ("Redevelopment Agency") entered into that certain Corona de Oro Affordable Housing Agreement ("AHA"), which was recorded in the Official Records of Riverside County ("Official Records") as document number 2000-323124 on August 17, 2000. The AHA provided for, among other things, certain financial assistance from the Redevelopment Agency to Owner to assist Owner in acquisition, rehabilitation, operation, and management of a 72-unit affordable multifamily apartment rental community known as Corona de Oro Apartments ("Corona de Oro Apartments") on certain real property identified as Assessor's Parcel Numbers 117-350-001 and 117-350-002 and located at 205 South Vicentia Avenue in the City of Corona, California with an on-site mailing address of 680 West 2<sup>nd</sup> Street in the City of Corona, California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property").
- 2.2 Assumption by Housing Authority. With the dissolution of all redevelopment agencies, all rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the Redevelopment Agency were transferred to the City of Corona Housing Authority ("Authority") pursuant to Health and Safety Code section 34176, as provided in Resolution No. 2012-005 of the City Council of the City of Corona, dated January 18, 2012, and Resolution No. 2012-006 of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of Corona, dated April 5, 2012. As such, the Authority has assumed all Redevelopment Agency's rights and obligations in the AHA.
- **2.3 Budget Allocation.** Pursuant to the 2021-22 California Budget Act (2021-22 Budget Bill Jr., Chapter 69, Section 19.56), the City was allocated a total of Eight Million Dollars (\$8,000,000) ("Budget Allocation") to be disbursed to the City by the Department of Housing and Community Development ("HCD") for the purpose of renovating the Las Coronas Affordable Housing Community, which consists of the Corona de Oro Apartments, and a 160-unit affordable multifamily apartment rental community known as Corona Del Rey Apartments located at 1148 "D" Street in the City of Corona.

- **2.4 HCD Agreement.** On or about February 3, 2022, the City and HCD entered into that certain Standard Agreement No. 21-GFD-018 ("HCD Agreement"), attached hereto as Exhibit "B" and incorporated herein by reference, which sets forth the terms and conditions for disbursement and use of the Budget Allocation.
- **2.5 Corona de Oro Budget Allocation.** The Parties agree that the sum of Two Million Five Hundred Thousand Dollars (\$2,500,000) ("Corona de Oro Budget Allocation") from the Budget Allocation shall be allocated for the renovation of the Corona de Oro Apartments.
- **2.6** Pass Through of Corona de Oro Budget Allocation. The Parties desire to enter into this Agreement to document the City's disbursement of the Corona de Oro Budget Allocation to Owner and Owner's corresponding obligations to expend the Corona de Oro Budget Allocation on the renovation of the Corona de Oro Apartments.

#### 3. TERMS.

- **3.1 Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Agreement by this reference as though fully set forth in this Agreement.
- **3.2 Effective Date.** This Agreement shall be effective as of the date that this Agreement has been approved by the City's governing body or its delegated representatives and signed by all Parties ("Effective Date").
- 3.3 Disbursement of Corona De Oro Budget Allocation. City shall disburse to Owner in immediately available funds the Corona de Oro Budget Allocation by December 20, 2024.
- **3.4 Project; Scope of Work.** Owner shall use the Corona de Oro Budget Allocation solely for the purpose of renovating the Corona de Oro Apartments pursuant to all of the terms and conditions of this Agreement ("Project"). The Project is more particularly set forth in the Scope of Work attached hereto as Exhibit "C" and incorporated herein by reference and the Unit Scope attached hereto as Exhibit "D" and incorporated herein by reference.
- 3.5 Time for Performance. The Project shall be completed no later than March 31, 2025. Notwithstanding the foregoing, performance by any Party hereunder shall not be deemed to be in default where delays are due to the force majeure events of war, acts of terrorism, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes or lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, which are not attributable to the fault of the Party claiming an extension of time to perform hereunder ("Enforced Delay"). An extension of time for any such force majeure cause shall be for the period of the Enforced Delay and shall commence to run from the date of occurrence of the delay; provided however, that the Party which claims the existence of the delay has first provided the other Party with written notice of the occurrence of the delay within ten (10) calendar days of the commencement of such occurrence of delay.

- 3.6 Inspection. Owner shall notify the City within five (5) days of completion of the Project and the City shall schedule an inspection of the Property to confirm compliance with the requirements of this Agreement. Owner shall ensure that all aspects of the Project are accessible for inspection by the City and shall obtain any tenant consent necessary to enter individual units within the Corona de Oro Apartments to inspect and confirm compliance with this Agreement.
- 3.7 Compliance with Law. Owner shall perform all work on the Project and operate the Corona de Oro Apartments in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction. In particular, Owner shall comply with all terms and conditions set forth in the HCD Agreement.
- 3.8 Licenses, Permits, Fees and Assessments. Owner shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the Project.
- 3.9 Records. Owner shall maintain complete and accurate records with respect to all costs and expenses incurred for the Project. All such records shall be clearly identifiable. Owner shall allow a representative of the City during normal business hours upon prior reasonable notice to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Agreement.
- **3.10 Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, sent by nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission) or United States mail addressed as follows:

#### Owner:

National Community Renaissance of California 9692 Haven Avenue, Suite 100 Rancho Cucamonga, CA 91730 Attention: Executive Director

#### City:

City of Corona 400 South Vicentia Avenue Corona, CA 92882 Attn: Jacob Ellis, City Manager Jacob.ellis@coronaca.gov

Notice shall be deemed effective on the date personally served or emailed, or if mailed, (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 3.11 **Indemnification.** Owner shall defend, indemnify and hold the City and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or in equity, to property or persons, including wrongful death (collectively, the "Claims"), in any manner arising out of or incident to any actual, alleged or negligent acts, omissions or willful misconduct of Owner, its officials, officers, employees, agents, consultants and contractors arising out of the performance of the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys fees and other related costs and expenses, excluding any Claims resulting exclusively from the gross negligence and/or willful misconduct of City. Owner shall defend, at Owner's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City and its directors, officials, officers, employees, volunteers or agents, in any such aforesaid suit, action or other legal proceeding. Owner shall reimburse the City and its directors, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City and its directors, officials, officers, employees, volunteers or agents.
- 3.12 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- **3.13 Time of Essence.** Time is of the essence for each and every provision of this Agreement.
- **3.14** Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- 3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- **3.16** Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.17 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- **3.18** Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- **3.19 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

#### SIGNATURES ON FOLLOWING TWO PAGES

#### CITY'S SIGNATURE PAGE FOR

#### CITY OF CORONA

#### CORONA DE ORO APARTMENTS PASS THROUGH FUNDING AGREEMENT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

### CITY OF CORONA

a California municipal corporation

OL Distil	By:			
	_	Jacob Ellis		
*		City Manager		
	Attest:			
		Sylvia Edwards	5	

#### OWNER'S SIGNATURE PAGE FOR

#### CITY OF CORONA

#### CORONA DE ORO APARTMENTS PASS THROUGH FUNDING AGREEMENT

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

### CORONA DE ORO APARTMENTS LP,

a California limited partnership

By: SOUTHERN CALIFORNIA HOUSING DEVELOPMENT CORPORATION OF

ORANGE.

a California non-profit public benefit corporation

Its: General Partner

By: MICHIEL FIM

Michael Finn, Chief Financial Officer

# EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY

[SEE ATTACHED ONE (1) PAGES]

#### LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORONA IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

CONSOLIDATION OF LOTS 1 THROUGH 18, THE VACATED ALLEY (LOT "B"), AND COTA AVENUE (LOT "A"), INCLUSIVE OF TRACT NO. 2683, IN THE CITY OF CORONA, AS SHOWN BY MAP ON FILE IN BOOK 49, PAGE(S) 55 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 15 OF SAID TRACT NO. 2683, SAID CORNER BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 81°55'25" WEST, 427.00 FEET TO A POINT ON A TANGENT 13.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°59'08", A DISTANCE OF 20.42 FEET; THENCE TANGENT TO SAID CURVE NORTH 08°03'43" EAST, 289.84 FEET TO A POINT ON A TANGENT 13.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'52", A DISTANCE OF 20.42 FEET; THENCE TANGENT TO SAID CURVE SOUTH 81°55'25" EAST, 608.00 FEET; THENCE SOUTH 08°03'43" WEST, 110.00 FEET; THENCE SOUTH 53°04'09" WEST, 14.14 FEET; THENCE NORTH 81°55'25" WEST, 171.00 FEET; THENCE SOUTH 08°03'43" WEST, 195.84 FEET TO THE TRUE POINT OF BEGINNING.

AS PER LOT LINE ADJUSTMENT RESOLUTION NO. 00-28, RECORDED NOVEMBER 07, 2000 AS INSTRUMENT NO. 2000-445428 OFFICIAL RECORDS.

APN: 117-350-001, 117-350-002

## EXHIBIT "B" HCD AGREEMENT

[SEE ATTACHED TWELVE (12) PAGES]

DocuSign Envelope ID: A14E05A2-372D-4FAE-A3D8-97803F79798D

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ADMINISTRATION AND MANAGEMENT DIVISION Business and Contract Services Branch

Contracts Office 2020 West El Camino Avenue, Suite 130, 95833

P. O. Box 952050, Sacramento, CA 94252-2050 (916) 263-6928 / FAX (916) 263-6917

www.hcd.ca.gov

OMMUNITY OF THE PROPERTY.

January 19, 2022

City of Corona Jacob Ellis, City Manager 400 S Vicentia Ave, SUITE 225 Corona, CA 92882

Subject: Standard Agreement 21-GFD-018

Dear Mr. Jacob Ellis:

Marked below is information/action(s) requested regarding the above Standard Agreement. Please note that this Agreement cannot be considered binding until it is approved and executed by all parties. No service(s) should be provided prior to Agreement execution, as the State is not obligated to make any payments on any agreement prior to final approval and execution.

For expeditious handling of the Agreement, the Department offers two options for returning the signed STD 213 Agreement page:

Option One: Standard Agreement (STD 213): Print and sign five copies of the STD 213. Do not send photocopies of signed STD 213 page(s). All five copies must be an original signature with wet, BLUE INK; do not return Exhibits to HCD. Maintain a copy of the complete Agreement for your contract file.

Option Two: Standard Agreement (STD 213): For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213. All signatures must be original and in BLUE INK. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

Return items 1 – 3 (as identified below); hard copies to the following address or electronically, and within 7 calendar days from the date of this letter:

Department of Housing and Community Development (HCD)
Business and Contract Services Branch
2020 West El Camino Avenue, Suite 130
Sacramento, CA 95833

Attn: Rubi Guadarrama-Mendez; rubi.guadarrama-mendez@hcd.ca.gov

- 2) California Civil Rights Laws Certification: Pursuant to Public Contract Code section 2010, all contracts procured or amended over \$100,000 on or after January 1, 2017, must certify compliance with the California Civil Rights Laws and Employer Discriminatory Policies.

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DocuSign Envelope ID: A14E05A2-372D-4FAE-A3D8-97803F79798D

City of Corona 21-GFD-018 Page 2 of 2

☑ 3) Iran Contracting Act: Pursuant to Public Contract Code section 2202-2208, Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS").

Respectfully,

Rubi Guadarrama-Mendez

Contract Service Section (916) 776-7525

### **Contractor Certification Clauses**

CCC 04/2017

#### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	,	Federal II	O Number	
CITY OF CORONA		95-600069	7 , ,	
By (Authorized Signature)	A2		e ·	
Jacob Ellis	4	CL OS	at the second se	×
Printed Name and Title of Person Signing	8			
JACOB ELLIS				
Date Executed	Execute	d in the Cou	unty of	9
FEBRUARY 3, 2022	RIVERS	IDE		

#### **CONTRACTOR CERTIFICATION CLAUSES**

- 1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:</u> Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. <u>EXPATRIATE CORPORATIONS</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

#### 6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

- 7. <u>DOMESTIC PARTNERS</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- 8. <u>GENDER IDENTITY</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

- 3. <u>AMERICANS WITH DISABILITIES ACT</u>: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### 5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

- CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- 2. <u>EMPLOYER DISCRIMINATORY POLICIES</u>: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

#### **CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
CITY OF CORONA	95-6000697
By (Authorized Signature)	
Jacob Ellis	CL DS DS
Printed Name and Title of Person Signing	
JACOB ELLIS	
Executed in the County of	Executed in the State of
RIVERSIDE	CA
Date Executed	
02/03/2022	

### IRAN CONTRACTING ACT VERIFICATION FORM (Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

Department of General Services Procurement Division Iran Contracting Act List

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete <u>one</u> of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

#### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is <u>not</u> on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institut	ion (Printed)	Federal	ID Number (or
CITY OF CORONA	1	<i>n/a)</i> 95-6000	0697
By (Authorized Signature)		DS	DS
Jacob Ellis		CL	l at
Printed Name and Title of Pers	on Signing	-	
JACOB ELLIS	8		
Date Executed	Executed in		
FEBRUARY 3, 2022	City of Corona	a	*

#### **OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

Docusign Envelope ID: 0303AE5B-5E8C-45A5-9078-D0EA4B69AD68

DocuSign Envelope ID: A14E05A2-372D-4FAE-A3D8-97803F79798D

**D:** 2240-21GFD018

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  STANDARD AGREEMENT  STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 21-GFD-018	PURCHASING AUTHOR	ITY NUMBER (If A	Applicable)
1. This Agreement is entered into between the Contracting Agr	I ency and the Contractor named bel	ow:		
CONTRACTING AGENCY NAME Department of Housing and Community Development			-	
CONTRACTOR NAME City of Corona				-
2. The term of this Agreement is:		* *	2	
START DATE Upon HCD Approval			*	
THROUGH END DATE 06/30/2022				
3. The maximum amount of this Agreement is: \$8,000,000.00 (Eight million dollars and zero cents)	- H			*
4. The parties agree to comply with the terms and conditions o	f the following exhibits, which are b	by this reference made a part o	f the Agreeme	nt.
Exhibits	Title	- ,	-	Pages
Exhibit A Scope of Work		20	-	1
Exhibit B Budget Detail and Payment Provisions	5			1
Exhibit C * General Terms and Conditions - GTC 0	4/17			(04/2017)
-			,	
Items shown with an asterisk (*), are hereby incorporated by reference		s if attached hereto.		
These documents can be viewed at <a href="https://www.dgs.ca.gov/OLS/Re">https://www.dgs.ca.gov/OLS/Re</a> . IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTE			11	
	CONTRACTOR		-	2
CONTRACTOR NAME (if other than an individual, state whether a corporative of Corona	oration, partnership, etc.)			
CONTRACTOR BUSINESS ADDRESS	C	ITY	STATE	ZIP
400 S Vicentia Avenue, Suite 225	C	orona	CA	92882
PRINTED NAME OF PERSON SIGNING  Jacob Ellis		ITLE iity Manager		
CONTRACTOR ALITHORIZED SIGNATURE	ATE SIGNED			
Jacob Ellis	CL AT	2/3/2022		
8CB6AE0895944B4	STATE OF CALIFORNIA			×
CONTRACTING AGENCY NAME	w v	25		
Department of Housing and Community Development	1-	A-100	1	Texas
CONTRACTING AGENCY ADDRESS 2020 West El Camino Avenue, Suite 130		ITY acramento	STATE	ZIP 95833
PRINTED NAME OF PERSON SIGNING	TLE	cr	75055	
Melissa Cisneros	1 22.7	Section Chief, Contract Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	D	ATE SIGNED	į.	
	1 2			_
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		XEMPTION (If Applicable) CM VOLUME 1:4.06		

City of Corona 21-GFD-018 Page 1 of 1

### EXHIBIT A SCOPE OF WORK

#### 1. <u>Authority</u>

This SOW reflects the allocation of designated funding to the City of Corona pursuant to the 2021 Budget Act, as amended by Budget Bill Jr. (SB 129) Chapter 69, Control Section 19.56 (b) (210).

#### 2. Purpose

In accordance with the authority cited above, the Department of Housing and Community Development shall distribute \$8,000,000 to the City of Corona.

#### 3. Scope of Work

The City of Corona shall use \$8,000,000 of this funding to renovate the Las Coronas Affordable Housing Community.

#### 4. Monitoring

The City of Corona will maintain books, records, documents, and other evidence that demonstrates the funding was used to renovate the Las Coronas Affordable Housing Community. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of three years.

## EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

#### The Budget Act of 2021

SEC. 273. Section 19.56 is added to the Budget Act of 2021 (Assembly Bill 128 of 2021), to read:

SEC. 19.56.

- (a) (1) The amounts appropriated pursuant to this section reflect legislative priorities.
- (2) Unless otherwise specified, the funds appropriated in this section shall not be disbursed for any project prior to September 30, 2021. Future legislation may, but is not required to, specify further details concerning the manner of disbursement of these funds.
- (b) The amounts specified in this subdivision are hereby appropriated from the General Fund as follows:

Provisions (200-279):

(210) \$8,000,000 to the City of Corona to renovate Las Coronas Affordable Housing Community.

## EXHIBIT "C" PROJECT SCOPE OF WORK

[SEE ATTACHED SIX (6) PAGES]

## INTERIOR AND EXTERIOR REHABILITATION OF CORONA DE ORO APARTMENTS SCOPE OF WORK

National Community Renaissance of California (NCRC)
Corona de Oro, 680 West Second Street, Corona CA 92882
12-03-2021, R1-011422, R2-012722, R3-081622, R4-022724
R5-022824, R6-071924

The intent of this scope of work is to obtain bids from contractors for each of the trade's relative to the rehabilitation at Corona de Oro apartments. This Scope of Work is for Corona de Oro consisting of 72 units built in the 1970's. Additional trade specific information can be found in the Materials spreadsheet made part of this scope (see Exhibit A). Also, please refer to the approved plans by the City of Corona dated 08/23/23. Refer to the matrix (see Exhibit B) for cabinetry, countertops, plumbing, electrical and flooring that has already been replaced and not planned to be done during the rehabilitation.

#### **Prevailing Wages**

There will be State Prevailing Wages for this project. Should you need a wage determination to figure in for prevailing, please email Carol Godlewski at <a href="mailto:cgodlewski@nationalcore.org">cgodlewski@nationalcore.org</a>; however, understand that this will be subject to change until we close in December 2022.

#### **Schedule**

The rehabilitation work is to be accomplished as a phased rehab at the same time as Corona del Rey Apartments; and may be up to 56 units at each phase until complete. There will be a total of four phases and are as follows and is attached as Exhibit C. For Contractors who are only contracted at one of the project sites, check the project schedule on phasing.

Each phase will be approximately a month and a half total and will be dependent upon the amount of work within each unit (see matrix). However, there is substantially less scope at Corona de Oro and not planning to relocate residents except temporarily when replacing tubs, kitchens or other related work. The resident's furniture/belongings will remain in the unit. Project is set to begin in mid-April 2024 and complete all work by end September, 2024. Work at Corona de Oro will be much quicker as there is minimal scope, and therefore could potentially be completed much sooner.

#### **Plans and Specifications**

Refer to *Exhibit A – Materials spreadsheet* for specific products and finishes, unless otherwise specified within this scope of work. A set of plans are available but have not been plan checked yet by the City and may change. Therefore, on your proposal, please incorporate date of plans used.

#### **Mobility and Communication Units**

There will be four (4) partial mobility units (725-1, 745-1, 775-1 and 795-1) and two (2) communication units (670-4 and 755-4) at Corona de Oro. Property Management has requested to substitute one of these units for a deaf resident located in another building in mid-July 2024.

#### **Resident Temporary Hotel Stay**

The residents affected during each phase of construction may be temporarily relocated to allow the contractor to perform the listed scope; but will be out for a minimal time. Resident furniture and belongings will remain in the unit (cover as necessary), some had contents into containers on-site, and some items will

be temporarily moved into boxes by the residents.

#### **Trades**

The following trades are to be performed by way of subcontracts by the Prime Contractor in accordance with all terms outlined in the Contract and the associated Exhibits including but not limited to the detailed sub-contractor scopes, project plans, project schedule, prevailing wages and all HUD Section 3 requirements.

Asbestos Abatement, Plumbing, Mechanical (Leasing Office unit only), Electrical (ADA and Communication), Rough Carpentry, Finish Carpentry (bathtubs that will be replaced), Cabinetry (mobility and as necessary (ex 225 Unit 1), Countertops, Painting, Drywall, Flooring (as necessary), Site Concrete, Cleanup.

#### **OVERALL SCOPE OF WORK:**

- I. Abatement:
  - A. <u>Asbestos</u>: Based on the Asbestos Survey Reports by Envirocheck dated 10/14/2017 indicating the following findings:
    - Acoustical Ceiling Spray
    - Drywall and Mud Composition
    - Drywall Mud
    - Vinyl Floor Mastic
    - Transite Vent Pipe
    - Tile Mastic

Asbestos report is provided with this scope (see Exhibit D). Asbestos removal and disposal shall be completed by a Licensed Abatement Contractor. Owner to be responsible for scheduling air clearances to be completed per building, subject to notification from Asbestos Contractor that unit is ready to schedule air clearance (per unit). Abatement will consist of items that will be directly touched during this rehabilitation. Units that are planned to be converted to mobility or communication units will require more locations to be removed. Refer to the plans in regard to the mobility units.

- B. <u>Mold/Mildew</u>: No large mold impacts exist within the units. Small areas of mold will be treated based on recognized best practices for mold/mildew.
- C. <u>Lead Based Paint</u>: Based on the Limited Lead Based Paint Survey by Envirocheck dated 03/13/2020, lead was detected in the following locations:
  - Exterior Stucco walls and ceiling areas- will not be touching
  - Lower Support Columns- will not be touching
  - Upper Support Columns- will not be touching
  - Closet Door (1) may have come from another property and installed at site?
- II. Abatement Demolition: (02-0550)
  - A. Only area of demolition will be at bathtubs and surrounds, vanities and toilet areas, any location where access may be necessary per the scope of work.
  - B. Mobility Units will entail new cabinetry and countertops in kitchens only. Communication units will have strobes and doorbells added.

- III. Rough Carpentry: (06-1100)
  - A. Replacement of damaged wood frame members that are exposed by abatement work and add blocking where necessary.
  - B. Three units with known subfloor damage (285 Units 2 and 3; 755 Unit 1).
  - C. Reframe kitchen wall to comply with mobility in four units (775-1, 795-1, 725-1 and 745-1)
- III. Drywall: (09-2500)
  - A. Install new 5/8" type X drywall in areas removed during the abatement phase in each unit, tape, texture to match existing and prepare for paint.
  - B. In areas of potential water penetration use 5/8" Dens-Armor moisture resistant drywall (kitchens and bathrooms) where it was removed during abatement.
- V. Plumbing: (15-4000)
  - A. Replacement of cast iron piping at bathtubs that are planned for replacement (see matrix).
  - B. Bathtubs that need re-glazing (see matrix) Property Management to complete this item.
  - C. Replacement of bathtubs and surrounds (see matrix)
  - D. Replacement of vanities (see matrix)
  - E. Kitchen sinks, reconnect dishwashers at locations where cabinetry to be replaced. More work may be necessary at the partial mobility units (4 units total) see matrix (Exhibit B).
  - F. Repairs of bellies in sewer line at a few locations on-site (area of Building 660 and 670).
- VI. Mechanical: (15-7000)
  - A. Install new PTAC system at Leasing Office to separate from the Community Room and have its own heating and air conditioning system.
  - B. Install new vents at range hoods if cabinetry is replaced.
- VII. Site Concrete: (02-7500)
  - A. Update path-of-travel walkways for mobility from units (total of 4), parking and amenities on the site (see Civil plans).
- VIII. Mobility/Communication modifications to Amenities on site Leasing/Community Building/Laundry: (13-0210)
  - A. Manager's office modifications for accessibility (see plans)
  - B. Restroom modifications for accessibility (see plans)
  - C. Kitchen modifications for accessibility (see plans)
  - D. Community Room area to add one assistive listening device package (to be purchased by NCRC)
- IX. Mobility / Communication Units:
  - A. 4 mobility units Bldg 725-Unit 1, Bldg 745-Unit 1, Bldg 775-Unit 1 and Bldg 795-Unit 1
  - B. 2 communication units (electrician from CdR) Building 755-Unit 4 and Bldg 670-Unit 4

- X. Cabinetry (06-4100), Countertops (06-4150) and Flooring (09-6100):
  - A. Mobility Units replacement of cabinetry, countertops, sinks, fixtures in 4 units; and Flooring on 1<sup>st</sup> floor to be all Vinyl Plank (unless due to existing conditions needs to remain carpet on 2<sup>nd</sup> floors).
  - B. Units necessary for replacement (see matrix)

#### Contractor shall be required to meet all of the following requirements:

- A. Contractor shall comply with applicable laws, codes, and ordinances as they pertain to this project.
- B. Contractor shall make the application in a neat and workmanlike manner and be responsible for leaving the area free of debris at the completion of each and every workday and completely cleaned upon completion of Contractor's work.
- C. Application of all materials shall be in accordance with the applicable manufacturer's recommendations.
- D. Special precautions must be taken at all times to ensure public safety.
- E. Equipment and storage areas should be scheduled and approved by the NCRC's Construction Superintendent at the site.
- F. It shall be the Contractor's responsibility to ensure that the work covered by this contract be in strict compliance with all applicable building code requirements.
- G. Buildings and their contents must be protected during the process of this work.
- H. Contractor shall obtain and pay for all permits, licenses, etc. required for this work.
- I. All areas around and on the buildings must be well policed on a continuing basis as the work proceeds. Deposit all trash and debris into trucks and containers no less than once daily. All materials removed shall be disposed of away from site.
- J. All materials shall be delivered to the site in their original containers with seals unbroken and manufacturer's label and product information clearly legible on each package.
- K. All un-containerized materials stored at the site shall be covered and maintained in a dry condition until ready for use.

#### Installation:

- A. All workmanship shall be first class in every respect PROFESSIONAL AND HIGH-QUALITY INSTALLATIONS by skilled technicians to manufacturer's specifications and the complete and total satisfaction of NCRC.
- B. Contractor's employees shall carefully protect all other trades work this includes but is not limited to: glass, woodwork, floors, concrete, automobiles and all landscaping materials and grass to preclude any damage. Any of these items, or other similar items, that have been damaged as a result of the installation process including landscape shrubs, trees, and/or groundcover will be replaced at Contractor's expense.

- C. The Contractor's workmen shall wear clearly marked uniforms while working on the community.
- D. Contractor warrants that all tradesmen involved in the work of this project possess all credentials required to work in the City, County, State, and Country where the work is located.
- E. Contractor is required to provide his own storage container(s) for his material and shall remove container(s) immediately following the job completion.
- F. This contract shall provide for a "complete job." Contractor acknowledges that he has done his own "take off" and therefore any and all items necessary to complete the work but not specifically shown or implied on the drawings or in the specifications but necessary to complete all phases of the specified work shall be included in this contract, and the cost of such items shall be assumed to be prorated among the costs proposed.
- G. Prices proposed shall include all taxes, insurance, benefits, permits, fees, and licenses required by Local, State, and Federal governments. Prices quoted shall be valid through completion of this project.

#### **Guarantee:**

A. Contractor shall be obligated to a complete one (1) year contractor warranty, including all labor and materials that takes effect at the completion of all work.

#### Schedule:

A. Work to be phased – see Project Schedule (Exhibit C)

Phase I – 205, 225, 245 and 265 Phase II – 285, 775, 785 and 795 Phase III – 660, 670, 755 and 765 Phase IV – 630, 640, 650, 725, 735 and 745

NOTE: As additional drawings become available, all subcontractors will update their scopes as necessary. Full scopes for each trade are being written for inclusion into a contract once awarded but are subject to the final budget.

Rehabilitation Scope of Work – Corona de Oro END

## EXHIBIT "D" PROJECT UNIT SCOPE

[SEE ATTACHED THREE (3) PAGES]

FINAL RESULTS OF MATRIX DONE ON WEDNESDAY, MARCH 29, 2023

CORONA DE ORO - MATRIX (CONTRACTOR)

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1	4		2/1-1/2	C	×	X	X	X	X	-			ï	*X	X	X	
	1		3/5	Μ	×	X	X	X	X	X	×		X	X	X	X	
SZ	2		2 / 1-1/2		×	× X	X	X	×	X				7			
Z.C	က		2 / 1-1/2		×	X	X	X		X			X	X	X	×	
	4		3 / 1-1/2		×	X	×	X	×	X			×	×	X	×	
	1		3/5		X	X	X						×	×		×	
SE	2	΄,	2 / 1-1/2		×	X				X		*				×	S
£Δ	3		2 / 1-1/2		×	X	X.	X		X			×	×	RG	×	
	4		3 / 1-1/2		×	X	×	×	×	×			×	×	×	×	
	1		3/2	Σ	×	X	×	×	×	×	×		×	×	RG	X	
St	2		2 / 1-1/2	8						×			×	,	RG	X	
۷	က	0	2 / 1-1/2					×		×			×	×	4	X	
	4		3 / 1-1/2	- d - d - d	×	X			×	×		U.	×	**X	X	X	,
	1		3/5					X		X	RG			×	X	×	
09	2	΄.	2 / 1-1/2	22							1		×	×	×	×	
i9	3	, ,	2 / 1-1/2				Jacob Co.						X			×	
1	4		3 / 1-1/2					16						*X	٠,	X	
	1	-	3/5						18			×			X	X	
04	2	U	2/1-1/2		×	X	×	X	×	X				×	×	×	
9	က	,	2 / 1-1/2	÷				6	4	×		,		x2		X-linen	
	4		3 / 1-1/2							×				×2			

	91				KITCHEN C	KITCHEN CAB/COUNTER	A	APPLIANCES		LA8	BATHROOM 1				BA	BATHROOM 2	
LOCATION	Comple	BLDG TYPE	UNIT TYPE bed/bath	FUTURE M / C	Kitchen Cabinetry	Kitchen Countertops	Dishwasher	Range	Range Range Hood	the state of the same	Tub - 3/2 E	Bathroom 1 WC	1st Floor Flooring	2nd Floor Flooring	Bathroom 1         Tub - 3/2 units         Bathroom 1         1st Floor         2nd Floor         Bathroom 2         Bathroom 2         Bathroom 2         Bathroom 2           Vanity         Vanity         Flooring         Flooring         Tub         Vanity         WC	Bathroom 2 B Vanity	Bathroom 2 WC
	1	*	3/2										×		RG	×	
01	2	,	2/1-1/2		×	×	×	×	×	×			×	×	RG	×	
<b>E</b> 9	ж	ر	2/1-1/2				×							×	×	×	
	4		3 / 1-1/2											*×	×	×	
NOTES: X = REPLACE: RG = REGLAZE (Up to Property Management to complete): BT A	ACE; RG = RE	GLAZE (Up to Pr	roperty Manage	ement to comple	ete); BT All up	is closets: $X^1 = B$	l ups closets: $X^1 = Bathroom only$ : $X^* = carpet stairs$ : $X^2 = shampoo$	= carpet sta	irs: X <sup>2</sup> = sham	000							

D Phase I Buildings 205, 225, 245, 265
Phase II Buildings 285, 775, 785, 795
Phase III Buildings 755, 765, 660, 670
Phase IV Buildings 725, 735, 745, 630, 640, 650
D = Done PHASES

#### **Certificate Of Completion**

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Cynthia Lara

cynthia.lara@coronaca.gov

Community Assistance Manager

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donna.finch@coronaca.gov Community Services Director

Security Level: Email, Account Authentication

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2024 8:00:34 AM
Envelope Updated	Security Checked	10/28/2024 11:58:43 AM
Envelope Updated	Security Checked	10/28/2024 11:58:43 AM
Certified Delivered	Security Checked	10/28/2024 6:16:37 PM
Signing Complete	Security Checked	10/28/2024 6:16:52 PM
Completed	Security Checked	10/28/2024 6:16:52 PM
Payment Events	Status	Timestamps