CITY OF CORONA

CORONA DEL REY APARTMENTS PASS THROUGH FUNDING AGREEMENT

1. PARTIES AND DATE.

This Corona del Rey 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 National Community Renaissance of California, a California nonprofit public benefit corporation 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. Owner and the Redevelopment Agency of the City of Corona ("Redevelopment Agency") entered into that certain Affordable Housing Agreement Corona West Apartments dated June 1, 1996, and that certain First Amendment to Affordable Housing Agreement Corona West Apartments dated May 23, 1998 (collectively, the "AHA"). 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 160-unit affordable multifamily apartment rental community now known as Corona del Rey Apartments ("Corona del Rey Apartments") on certain real property with an on-site mailing address of 1148 "D" Street in the City of Corona, California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"). The Corona del Rey Apartments consist of 40 parcels with fourplexes on each and one parcel with the on-site leasing office and community facilities. The addresses and Assessor's Parcel Numbers for each parcel that comprises the Corona del Rey Apartments are set forth in Exhibit "E".
- 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 the Corona del Rey Apartments, as well as a 72-unit affordable multifamily apartment rental community known as Corona De Oro Apartments located

at 205 South Vicentia Avenue with an on-site mailing address of 680 West 2nd 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 del Rey Budget Allocation. The Parties agree that the sum of Five Million Five Hundred Thousand Dollars (\$5,500,000) ("Corona del Rey Budget Allocation") from the Budget Allocation shall be allocated for the renovation of the Corona del Rey Apartments.
- **2.6** Pass Through of Corona del Rey Budget Allocation. The Parties desire to enter into this Agreement to document the City's disbursement of the Corona del Rey Budget Allocation to Owner and Owner's corresponding obligations to expend the Corona del Rey Budget Allocation on the renovation of the Corona del Rey 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 del Rey Budget Allocation. City shall disburse to Owner in immediately available funds the Corona del Rey Budget Allocation by December 20, 2024.
- **3.4 Project; Scope of Work.** Owner shall use the Corona del Rey Budget Allocation solely for the purpose of renovating the Corona del Rey 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 del Rey 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 del Rey 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 and 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.

- Indemnification. Owner shall defend, indemnify and hold the City and its 3.11 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 DEL REY 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.	By:	Jacob Ellis City Manager	*	_
	Attest:			
		Sylvia Edwards City Clerk		_

OWNER'S SIGNATURE PAGE FOR

CITY OF CORONA

CORONA DEL REY APARTMENTS PASS THROUGH FUNDING AGREEMENT

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

NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA

a California nonprofit public benefit corporation

Docusigned by:

MUHLEL FIM

Michael Finn

Chief Financial Officer

EXHIBIT "A" LEGAL DESCRIPTION OF THE PROPERTY

[SEE ATTACHED TWO (2) PAGES]

LEGAL DESCRIPTION

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

LOTS 1 THROUGH 41 INCLUSIVE OF TRACT NO. 2687, IN THE CITY OF CORONA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 48, PAGES 65 AND 66 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM PORTIONS LOTS 40 AND 41 HEREIN, AS CONVEYED TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY GRANT DEED RECORDED FEBRUARY 16, 1993 AS INSTRUMENT NO. 57453 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF SAID LAND ACQUIRED BY THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION BEING DESCRIBED AND DELINEATED AS CALTRANS PARCEL NO. 221891 AND CALTRANS PARCEL NO. 221901 IN THE FINAL ORDER OF CONDEMNATION RECORDED SEPTEMBER 25, 2017 AS INSTRUMENT NO. 20170396392 OFFICIAL RECORDS.

TOGETHER WITH PORTIONS GARFIELD AVENUE, GRANT AVENUE, "C" STREET AND THE ADJACENT ALLEYS OFF OF "D" STREET LOCATED SOUTH OF STATE ROUTE 91 AND WEST OF LINCOLN AVENUE, BEING PORTIONS OF LETTERED LOTS B THROUGH J INCLUSIVE OF SAID TRACT NO. 2687, AS VACATED BY RESOLUTION NO. 97-43 RECORDED JUNE 24, 1997 AS INSTRUMENT NO. 222392 OFFICIAL RECORDS.

APN(s): 118-183-034 THROUGH 118-183-043, INCLUSIVE; 118-183-049; 118-183-051; 118-183-053; 118-171-019 THROUGH 118-171-024, INCLUSIVE, 118-171-027 THROUGH 118-171-038, INCLUSIVE AND 118-171-040 THROUGH 118-171-046, INCLUSIVE, AND 118-171-054 THROUGH 118-171-056, INCLUSIVE.

EXHIBIT "B" HCD AGREEMENT

[SEE ATTACHED TWELVE (12) PAGES]

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



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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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 ID Number
CITY OF CORONA	95-6000697
By (Authorized Signature)	w
Jacob Ellis	extinction
Printed Name and Title of Person Signing	
JACOB ELLIS	
Date Executed	Executed in the County of
FEBRUARY 3, 2022	RIVERSIDE

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;
- 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,

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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. EXPATRIATE CORPORATIONS: 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

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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

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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.

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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)	— DS — DS
DocuSigned by:	CL IT
Jacob Ellis	al
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 <u>not</u> 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> 95-6000697
By (Authorized Signature)		DS DS
Jacob Ellis		CZ AT
Printed Name and Title of Pers	on Signing	
JACOB ELLIS		
Date Executed	Executed in	D
FEBRUARY 3, 2022	City of Corona	1

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

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	ORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (IF	f Applicable)
STD 213 (Rev. 04/20	EL DES DES ANAMAS DE LA CONTRACTOR DE LA	21-GFD-018	2240	
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CONTRACTING AGI		, and the contract hames 2 down		
	Housing and Community Development			
CONTRACTOR NAM	1E			ě.
City of Corona				
2. The term of this	s Agreement is:	- g	-	
START DATE Upon HCD App	roval			
THROUGH END DA 06/30/2022	TE			
	amount of this Agreement is: Eight million dollars and zero cents)			
	ee to comply with the terms and conditions of	the following exhibits, which are by this	reference made a part of the Agreem	ent.
Exhibits		Title		Pages
Exhibit A	Scope of Work			1
Exhibit B	Budget Detail and Payment Provisions			1
Exhibit C *	General Terms and Conditions - GTC 04.	/17		(04/2017)
+				æ
	an asterisk (*), are hereby incorporated by reference an be viewed at <u>https://www.dgs.ca.gov/OLS/Resc</u>		nched hereto.	
	REOF, THIS AGREEMENT HAS BEEN EXECUTED		<u> </u>	
		CONTRACTOR	A .	
CONTRACTOR NAM City of Corona	1E (if other than an individual, state whether a corpora	ation, partnership, etc.)		
CONTRACTOR BUS	NESS ADDRESS	CITY	STATE	ZIP
400 S Vicentia A	Avenue, Suite 225	Corona	a CA	92882
PRINTED NAME OF	PERSON SIGNING	TITLE		
Jacob Ellis	4	City Ma	anager	5 7 49
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Jacob Ellis		CL (1) 2/3/2	2022	
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2020 West El Ca	amino Avenue, Suite 130	CITY Sacram	nento STATE	ZIP 95833
PRINTED NAME OF	PERSON SIGNING	TITLE		
Melissa Cisne	eros	Section	on Chief, Contract Services	
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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 TEN (10) PAGES]

INTERIOR AND EXTERIOR REHABILITATION OF CORONA DEL REY APARTMENTS SCOPE OF WORK

National Community Renaissance of California Corona del Rey, 1148 'D' Street, Corona CA 92882 12-03-2021, R1-011422, R2-012722, R3-081622, R4-032924, R5-071924

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 del Rey apartments. Corona del Rey consists of 160 2-bedroom, 1-1/2 bath apartments (built in 1960's to early 70's). Additional trade specific information can be found in the Materials spreadsheet made part of this scope (see *Exhibit A*) or included within this summary. Refer to matrix (*Exhibit B*) for cabinetry, countertops, flooring and other items planned during the rehabilitation; the matrix was updated on April 3, 2024 tracking items planned for replacement and additional items added as a result of condition (original matrix was done in May 2022).

Prevailing Wages

There are State Prevailing Wages for this project. Should you need a wage determination to figure in for prevailing, please email Carol Godlewski at cgcdlewski@nationalcore.org.

Energy Efficiency

Various rebates from LIWP, SoCalREN and TECH that will include but not be limited to the following:

- o Low flow aerators and showerheads 154000
- o In unit LED lighting -161000
- o Common Area and Exterior LED lighting 161000
- o HVAC upgrades (fuel switch) -157000
- o Induction ranges (fuel switch) -114000 (equipment), 161000 (install)

Schedule

The rehabilitation work is to be accomplished as a phased rehab at the same time as Corona de Oro Apartments; however, the two projects will be kept separate when submitting payment draws 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 also attached as *Exhibit C – Schedule*. As of March 29, 2024, about 4 buildings are currently in rehab in phase 3, and finishing up the last few buildings in phase 2.

Each phase will be approximately 3 - 4 months each, dependent upon the amount of work within each phase. Temporary fencing shall be provided to surround area(s) under rehabilitation to minimize residents entering these areas. Project began in May 2023 and is scheduled to complete the work by end-September 2024. However, some buildings may not be complete due to timing on permits; therefore, there may be a reduction in rebate funding (completion date is based on rebate funding).

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 and were approved on April 4th, 2023 (B22-01481). Contractor proposals were based on plans dated September 12, 2022.

Mobility and Communication Units

There are eight (8) partial mobility units and four (4) communication units at Corona del Rey (see separate

scope of work).

Resident Temporary Relocation

The residents affected during each phase of construction will be temporarily relocated to allow the contractor to perform the scope. The Owner will arrange a contracted mover to move all resident furniture and boxes out of each apartment to accommodations off-site. After completion of the interior rehab work, the Owner will arrange for the mover to move each resident back to a rehabilitated unit.

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, Electrical, Plumbing, Mechanical, Rough Carpentry, Finish Carpentry, Cabinetry, Countertops, Painting, Drywall, Flooring, Appliances, Site Concrete and Cleanup.

CORONA DEL REY REHABILITATION:

INTERIOR SCOPE OF WORK (UNITS):

- I. Abatement:
 - A. <u>Asbestos</u>: Based on the Asbestos Survey Reports by Nova Consulting and Envirocheck indicating the following findings:
 - Drywall Joint Compound (Nova Consulting, dated 01/17/2014; F13-7185)
 - Acoustic Texture (Nova Consulting, dated 01/17/2014; F13-7185)
 - Black Floor Tile Mastic (Nova Consulting, dated 9/8/2015; F15-4957)
 - Register Boot Insulation Wrap (Envirocheck, dated 5/25/2021)

Asbestos report is provided with this scope as 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 may 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 Report by Nova Consulting dated 02/28/2014, lead was **NOT** detected at Corona del Rey.
- II. Partial Abatement Demolition: (02-0550)
 - A. Refer to the matrix regarding unit specifics on what has/will be replaced during the rehabilitation (Exhibit B). Interior demolition includes but is not limited to following removal of all appliances, flooring, baseboards, cabinetry, counter tops, faucets, light fixtures, window coverings, door hardware, bathroom hardware, toilets, bathtubs and surrounds, wall mounted bathroom sinks, bathroom exhaust fans, PTAC units.

- B. Refer to separate 'abatement' plans showing wall and ceiling removals to gain access to the plumbing and electrical work (see plans indicating locations of openings) as this will NOT be a full abatement.
- III. Rough Carpentry (Interior): (06-1100)
 - A. Allowance for the replacement of deteriorated/damaged wood frame exposed as a result of the partial abatement.
 - B. Allowance for subflooring repairs.
 - C. Allowance for soffit repairs.
 - D. Blocking install in open areas for wall vanities.
- IV. 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 addition, some units have more removed from previous work, that will need to have new 5/8" type X drywall, tape and texture prepare for paint. (e.g. 265M, 277M and 217M)
 - C. In "wet areas" of potential water penetration use 5/8" Dens-Armor moisture resistant drywall (kitchens and bathrooms) or approved equal.
- V. Electrical: (16-1000)
 - A. Panel Upgrades in each unit (from 40A to 100A); in addition to a upgrade to the existing switchgear and/or transformers. Electrical Engineering has provided cut sheets for the panels, services and meters (part of buyout package), in addition to the plans.
 - B. All interior light fixtures to be replaced with LED.
 - C. All apartments to receive new combination 10-year tamper-resistant Lithium Battery Smoke / Carbon Monoxide detectors in existing locations within each unit and be hard-wired.
 - D. All bathrooms will receive new exhaust fans with humidistats (only in bathrooms planned for remodel see matrix).
 - E. Fuel switch of ranges (Fridgidaire induction range or equal), and heat pump ductless mini splits systems.
 - F. Install GFCI and AFCI if not yet installed in kitchens and bathrooms (verify by matrix Exhibit B).
 - G. Install Induction Ranges and Range Hoods.
- VI. Plumbing: (15-4000)
 - A. See matrix (Exhibit B) to determine number of bathtubs and surrounds to be replaced with Fiber Care 2 piece (wall surround to be eternal tile) (NOTE: the Fiber Care 2 would not fit through

- door; therefore, the bathtubs are being replaced with another manufacturer (Sterling), with integral grab bar backing or approved equal. All units where tubs and surrounds are replaced, shall have grab bar backing.
- B. Plumbing items and fixtures within identified apartments will be new including but not limited to tubs, shower valves, faucets, sinks, toilets, stoppers, garbage disposals, wall sinks in bathrooms, traps, exposed supply lines, and piping. Fixtures to be Moen or approved equal. Finishes are to be Satin Nickel, unless otherwise indicated in the NCRC Standards Listing.
- C. See matrix for re-glazing of existing bathtubs (Determined and completed by Property Management as needed).
- D. All supply lines at all fixture locations to be replaced.
- E. Domestic water supply piping to be fully replaced at each apartment building (each building contains 4 units).
- F. Angle stops to be replaced.
- Gas line to be closed off as the ranges will be fuel switched to electric (new induction ranges).
 NCRC to arrange with Gas Company to remove meters outside each residential building.
- H. Replace water main valve at all buildings.
- I. Replacement of existing cast iron drains at tubs to ABS piping (see matrix for tub replacements).
- J. Remove and store toilets within unit, when re-install toilet, replace fill valve and flapper, wax rings and new toilet seat.
- K. Cap off hose bibbs at units in patios. Each building to have one hose bibb that is lockable and used by maintenance only.
- L. Install dishwashers in units.
- VII. Mechanical: (15-7000)
 - A. Replacement of existing HVAC in each 2-bedroom apartment with new **Mitsubishi** ductless mini split (total of four each unit). Per California Title 24 complete CF-1R and CF-6R forms.
 - B. Existing ducting to be abandoned and closed off as the insulation wrap contains asbestos; (e) furnace removed and closed off.
 - C. Fire and Ice has HERS Rater conduct HERS testing on the condensers at HVAC units only, document submitted to obtain finals on Apartment Buildings.
 - D. Install new venting for range hoods.
- VIII. Mobility and Communication Units: (06-4100, 06-4150, 15-4000, 16-1000)
 - A. A total of 8 units are planned to be converted to partial mobility, limited to kitchens and entries

only; an additional 4 to be converted to communication units. See plans for unit locations. Should any vanities in the bathrooms are being replaced (see matrix)

IX. Finish Carpentry: (06-2000)

- B. Replace all entry doors with a fiberglass six panel, jambs, casings and hardware to be Cal Royal or Kwikset Smart-key or Equal and thresholds. Accessible units to be compliant with upper and lower peep holes and hinged to close.
- C. Replace bath hardware and mirrors per matrix (Exhibit B).

X. Painting: (09-9100)

- A. Contractor to perform necessary caulking and prep work to <u>address major imperfections in walls, ceilings, doors and trim</u>. Walls to be prepared properly for painting by removing and patching areas containing nails, staples, tacks and/or tape.
- C. All interior surfaces to be painted with Sherwin Williams eggshell in all rooms, except bathroom and kitchens to be semi-gloss to full coverage. Color to be Swiss Coffee (use equivalent Sherwin Williams color to match as close as possible to Dunn Edwards' "Swiss Coffee").

XI. Cabinetry: (06-4100)

A. See matrix (Exhibit B) regarding which units to receive new kitchen cabinetry with Lincoln Brandy (Maple) stain or approved alternative. All cabinetry to include solid wood doors and drawer fronts. All end panels and filler panels to be veneer over plywood (no particle board or melamine). No bread boards. All drawer pulls to be Gallery Pull AHP13-BN, Brushed Nickel.

XII. Countertops: (06-4150)

A. See matrix (*Exhibit B*) for bathroom and kitchen countertops and to be LG Hi-macs Group A or B selection, standard 1-1/4" square edge with 4" back and side splashes where needed. Top mount sink cut out included.

XIII. Flooring: (09-6100)

- A. See matrix (Exhibit B) of units/locations to replace flooring in apartments throughout with Mohawk 'Baldoria BALP2 Peppercorn 124 6 mil', 6" x 48" vinyl plank flooring, latest change on the Standardization of Materials or approved equal. Subcontractor shall be responsible to track and report Mohawk products (this information is used for rebate purposes) and provide to Owner. Added during rehab to install carpet on stairs ILO vinyl plank (received credit).
- B. Bathtub strips (Homax) to be installed at each tub shower location.
- C. Product Specification minimum is 2mm thickness, 6 mil wear-layer with full adhesive installation. Adhesive to be green compliant.

XIV. Appliances: (11-4000) – see matrix (Exhibit B)

- A. Range Hood: WVU37UC0FS (https://www.whirlpool.com/kitchen/cooking/hoods/under-cabinet/p.30-range-hood-with-full-width-grease-filters.wvu37uc0fs.html)
- B. Range: Fridgidaire Induction Range (FGIH3047VF), Stainless Steel or approved equal.
- C. Refrigerator: Resident to provide (Owner to verify energy compliance).

- D. Dishwasher: WDF330PAHB (https://www.whirlpool.com/kitchen/dishwasher-and-cleaning/dishwashers/built-in-visible-front-console/p.heavy-duty-dishwasher-with-1-hour-wash-cycle.wdf330pahb.html)
- E. Mobility Units:
 - a. Range- ADA Unit and Common Area Kitchen
 - i. WEE510S0FB- 4.8 cu. Ft. Electric ADA compliant range
 - 1. https://www.whirlpool.com/content/dam/global/documents/202001/specification -sheet-wee510s0fspecsheetv01.pdf
 - b. Refrigerator- Standard unit, ADA unit, Common Area
 - i. WRT138FZDB- 18 cu. Ft
 - 1. https://www.whirlpool.com/content/dam/global/documents/202001/specification-sheet-wrt138fzdspecsheetv01.pdf
 - c. Dishwasher- ADA unit and Warming Kitchen
 - i. WDF550SAHB
 - https://www.whirlpool.com/kitchen/dishwasher-and-cleaning/dishwashers/builtin-visible-front-console/p.quiet-dishwasher-with-stainless-steeltub.wdf550sahb.html?
 - d. Hood Vent- Standard and ADA unit
 - i. WVU37UC0FS
 - 1. https://www.whirlpool.com/kitchen/cooking/hoods/under-cabinet/p.30-range-hood-with-full-width-grease-filters.wvu37uc0fs.html
- XV. Final Cleaning: (01-3570)
 - A. Provide move-in ready apartments including but will not limited to the cleaning of the following: Window tracks, windows and screens inside and out, doors, door hardware, floors, cabinets, cabinet interiors, baseboards, flooring, light fixtures, mirrors, and shelving.
 - A. JB Hunt to remove packing for all new appliances and deliver product information for appliances to onsite Superintendent segregated and labeled per unit.

EXTERIOR AND COMMON AREAS SCOPE OF WORK:

I. Abatement:

Based on the <u>Asbestos</u> Survey by Nova Consulting (part of the buyout package) indicates the following findings on the exteriors:

Exterior Stucco (Nova Consulting, dated 01/17/2014; F13-7185)

Asbestos report is provided with this scope as *Exhibit D*. Please review report for specifics. Asbestos removal and disposal shall be completed by a Licensed Abatement Contractor. Owner to be responsible for scheduling air clearances (Envirocheck) to be completed per building, subject to notification from Asbestos Contractor that unit is ready to schedule air clearance (per unit). At this time, repairs only to existing damaged stucco on all buildings.

NOTE: ALTERNATE for repairs to damaged stucco close to landscape areas. Also, provide cost for re-stucco areas (work was added into the scope of work.

II. Roofing:

- A. Selected roofing may be completed through Sun Run under separate contract possibly; but PV Solar may be done after rehab is completed. *** (NOT AT THIS TIME).
- III. Rough Carpentry: (06-1100)
 - A. Once framing members are exposed in areas scheduled for abatement, treat and repair any dry rot or termite damage that may be present. For bidding purposes, indicate a per building allowance. repairs to areas opened on the exterior for stucco related work.
- IV. Site Concrete and Asphalt Pavement: (02-7500)
 - A. Paths of travel (POT) from accessible units to all amenities (laundry building and Leasing Office/Community Building) on the site.
 - B. Asphalt pavement repairs at POT's.
 - C. Concrete at mobility parking spaces.
 - D. Construct block wall per Civil Engineer plans (see page 11 of 12, Civil Plans for location).
- V. Exterior Painting:
 - A. Elastomeric Paint all surfaces get 1 coat primer, 2 coats of paint finish. Sherwin Williams or approved equal.
 - B. All wood surfaces to be prepped, primed and painted.
 - C. Gutters and downspouts.
 - D. Fencing (wood patios) and Concrete walls
- VI. Mobility/Communication modifications to Amenities on site Laundry Building and Leasing/Community Building: (13-0210)
 - A. Manager's office modifications for accessibility See plans
 - B. Restroom modifications for accessibility See plans
 - C. Community Room Kitchen modifications for accessibility See plans
 - D. Additional door into the Community Room (see plans)
 - E. Community Room area to incorporate Assistive Listening devices (NCRC to obtain)
 - F. Laundry Room modifications for accessibility to accommodate for front loading washers and dryers (current washers and dryers are all front loading). See plans for further details.

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VII. Stucco Repairs:

A. Re-stucco areas after abatement prepares various areas of building (generally damaged due to irrigation that was striking building, it is now drip irrigation.

Contractor shall be required to meet all 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.
- 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:

- G. 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.
- H. 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.
- I. The Contractor's workmen shall wear clearly marked uniforms while working on the community.

- J. 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.
 - K. Contractor is required to provide his own storage container(s) for his material and shall remove container(s) immediately following the job completion.
 - L. 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.
 - M. 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 unless otherwise specified in the individual scopes, including all labor and materials that takes effect at the completion of all work.

Phased Schedule:

A. The Contractor agrees to complete their work in strict compliance with NCRC's schedule, including all periodic updates. There will be a total of four phases on this project and are as follows:

Phase I 204, 205, 216, 217, 228, 229, 241, 253, 265, 277 Isabella; Note: WTI/Realize

completed their work in April 2024; NCRC completed some of the interior work in the units. (COMPLETE)

Phase II 240, 252, 264, 276, 310, 320, 330, 340 Isabella; 335, 345 Magdalena; (COMPLETE)

265, 285, 775, 785, 795

Phase IV 240, 252, 264, 276, 310, 315, 320, 325, 330, 340 Magdalena; CdO = 660, 670, 755, 765, 725, 735, 745, 630, 640, 650

- B. Within the phases, the units are to be phased in as Demolition and Asbestos/LBP Related Work will commence first, other trades to follow at least 8 units (2 buildings) will be available prior to start of other trades.
- C. Contractor shall provide all RFI's, Submittals, and any mill certifications within (2) weeks from notice from NCRC.

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 - Coronas - Corona del Rey -- END

EXHIBIT "D" PROJECT UNIT SCOPE

[SEE ATTACHED SIX (6) PAGES]

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	LOCATION		NIT NO.	Kitchen Cabinetry	Kitchen Countertops	Dishwasher	Range	Range Hood	Bathroom 1 Vanity	Bathroom 1 WC	1st Floor Flooring	2nd Floor Flooring	Bathroom 2 Tub	Bathroom 2 Vanity	Bathroom 2 WC
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X X X X X X X X X X X X X X X X X X X	desl	X	C	X	×	×	×	X	×		X	X		×	
	240	X	О	×	×		×	×	×			×	Part of the latest of the late	×	

	əıa	KITCHEN CAB/COUNTER	B/COUNTER	A	APPLIANCES		BATHROOM 1	OM 1			B,	BATHROOM 2	
LOCATION	Comple	Kitchen Cabinetry	Kitchen Countertops	Dishwasher	Range	Range Hood	Bathroom 1 Vanity	Bathroom 1 WC	1st Floor Flooring	2nd Floor Flooring	Bathroom 2 Tub	Bathroom 2 Vanity	Bathroom 2 WC
	∢ X	×	×	×	×	×	×	×	×	×	×	×	
	œ X	×	×	×	×	×	×	×	×	×	×	×	×
	ں X	х	×	×	×	×	×		×	×		×	
747	□ X	X	×	×	×	×	×	×	×	×	×	×	
	∢ X	×	×	×	×	×	×	×	×	×	×	×	×
	ω X	×	×		×	×	×		×	×		×	
desl	ں X	×	×		×	×		8	×	×			
	_ X	×	×	×	×	×			×	×		×	9
	∢ X	×	×	×	×	×			×	×	×	×	×
	ъ Х	×	×	×	×	×		×	×	×		×	×
desl	υ X	×		×	×	×			×	×		×	
	_ X	×	×	×	×	×	×		×	×	×	×	×
	∢		×		×	×			×	×		×	×
	œ X		×		×	×			**	×		×	
desl	ں X	×	×	×	×	×	×		×	×	×	×	
	_ X	×	×	×	×	×	×	×	**	×	,	×	
	∢ X	×	×	×	×	×	×		×	×			
	ω X	×	×	×	×	×	×			×	×	×	
desi	ں x	×	×	×	×	×				×	×	×	
	□ X	×	×		×	×			×	×		×	
	∢ X	X	×	×	×	×	×	N/A	×	×	RG	×	N/A
	в X	×	×		×	×	×	N/A	×	×	RG	×	N/A
desl	υ X	×	×		×	×	×	N/A	×	×	a z	×	N/A
	_ X	×	×	×	×	×	×		×	×		×	
	∀	×			×	×			×	×			
	в X	×	×		×	×			×	×	RG	×	
desi	ں X	×	×		×	×			×	×			
	۵	×	×		×	×			×	×	RG	×	
NOTES: X = nee	ads to be replace	d: RG = Reglaz	NOTES: X = needs to be replaced: RG = Reglaze (PM): X* = Carpet only: X1 = Bathroom Only	ot only: X1 = Bath	vlnO moor								

əte		KITCHEN CAB/COUNTER	B/COUNTER	A	APPLIANCES		BATHROOM 1	00M 1			B/	BATHROOM 2	
LOCATION	UNIT NO.	Kitchen Cabinetry	Kitchen Countertops	Dishwasher	Range	Range Hood	Bathroom 1 Vanity	Bathroom 1 WC	1st Floor Flooring	2nd Floor Flooring	Bathroom 2 Tub	Bathroom 2 Vanity	Bathroom 2 WC
	A	X	×	×	×	×	,		×	×	RG	×	
	ω	×	×		×	×							le .
	U	×	×	×	×	×	×			×			
L	۵	×	×		×	×							
	A			×	×	×							
L	В			×	×	×							
L	U	×	×	×	×	×	×				RG	×	
	۵	×	×		×	×	×				RG	×	
	A	×	×	X	×	×	×	,	×	×	RG	×	
	В	×	×	×	×	×				×	RG	×	
	U			×	×	×	,		×	×	RG	×	
	٥	×	×		×	×				×	RG +X	,	
	A	X	X	х	×	×	. х		X	Х	RG	X	
	8	×	×	×	×	×	×		×	×	RG	×	
	O				×	×							
2	O	X	X	X	X	X	Х		X	Х	RG	Х	
	A			х	X	×	X		X	×	X	×	
	8	×	×	×	×	×	×		×	×	×	×	
	U	×	×		×	×	×			×	×	×	
	٥	X	. X	×	×	×	×			×	×	X	
	A	X	×	X	×	×	х			×	X	Х	
_	8	×	×		×	×	×		×	×	×	×	
_	U				×	×			×	×	×	X	
L	٥	×	×	×	×	×				×	×	×	
	Y .	X	×	X	X	×	×		×	X	×	X	
	В	X	×	X	×	×	X			×	×	×	
	J	X	× X	X	×	×	×			×	×	×	

	KITC	HEN CAB	KITCHEN CAB/COUNTER	A	APPLIANCES		BATHROOM 1	00M 1			/8	BATHROOM 2	
_	Kitchen UNIT NO. Cabinetr	Kitchen Cabinetry	Kitchen Countertops	Dishwasher	Range	Range Hood	Bathroom 1 Vanity	Bathroom 1 WC	1st Floor Flooring	2nd Floor Flooring	Bathroom 2 Tub	Bathroom 2 Vanity	Bathroom 2 WC
15.2	A	×	×	×	×	×	X			X	×	Х	
	. 8	×	X	×	×	×	X			×	×	X	
	O			×	×	×			×	×	×		
	Q				×	×			×	×			
	A	×	X	×	×	X	X		×	×	×	×	
	8				×	×							
ı	U	×	×	×	×	×	×				×	×	G
l	٥	×	×	×	×	×	×	,	×	×	×	×	
37	A	×	×	×	×	×	×			×	×	×	
143	8	×	×	×	×	×	×		×	×	×	×	
200	C	×	×	×	×	×	×		×	×	×	×	
	D.	×	×	×	×	×	×			×	×	×	
1	4			×	×	×				×			
				×	×	×	×	×		×	RG	×	×
v 1	C	×	X		×	×	X	×		×	×	×	×
i 1	۵.	×	×	×	×	×	×	×	×	×	RG	×	×
100	A	×	X	×	×	×	X	×	×	×	RG	×	×
	В	×	×	×	×	×	×	×	×	×	RG	×	×
	O	×	×	×	×	×	×	×	×	×	RG	×	×
220	Q	×	×	×	×	X			×	×	×	×	×
1536	A		ē		×	×			я	×	RG		4
ı	8			×	×	×				×	×		
ı	U	×	×	×	×	×	×	×	N/A	×	RG .	×	×
ı	0	×	×	×	×	×	×	×	N/A	×	RG	×	×
Je mi	A	×	×		×	×	×	×		×		×	
23	В			×	×	×	×	×	×	×	×	×	×
1	C	×	X	х	X	×	X	×	×	×	RG	×	×
	٥	X	×	×	×	×	×	×	×	X	×	X	×

əıa		KITCHEN CAB/COUNTER	B/COUNTER	A	APPLIANCES		BATHROOM 1	DOM 1			B,	BATHROOM 2	
 Comple	UNIT NO.	Kitchen Cabinetry	Kitchen Countertops	Dishwasher	Range	Range Hood	Bathroom 1 Vanity	Bathroom 1 WC	1st Floor Flooring	2nd Floor Flooring	Bathroom 2 Tub	Bathroom 2 Vanity	Bathroom 2 WC
х	A	X	×	×	×	×	×	×	*×	×		×	×
Х	Ф	×	×	×	×	×	×	×	×	×	RG	×	×
Х	U	X	×	×	×	×	×	×	*×	×	RG	×	×
Х	۵	×	×	×	×	×	×	×	*×	×	RG	×	×
Х	A	X	×	×	×	×	×	×		×	RG	×	×
Х	8	×	×	×	×	×	×	×	X	×	RG	×	×
X	J				×	×			×	×			
X	٥				×	×				×	RG	×	×
Х	A			×	×	×			*X	×		×	
Х	8			×	×	×			*×	×		×	
Х	U				×	×			×	×			
Х	٥	×	×		×	×	×		×	×	×	×	
х	٧	×	×	×	×	×	×		×	×		×	
Х	8	×	×	×	×	×	×	×	×	×	×	×	×
Х	U	×	×	×	×	×	×		×	×		×	
Х	٥				×	×			×	×			
Х	۷				×	×			**	×	×	×	×
Х	80				×	×			*×	×		×	
Х	U	×	×	e white d/w	×	×	×		×	×	×	×	×
Х	۵	×	×	×	×	×	×		X* + X ¹		iv	×	
х	A	×	×	×	×	×	×	×	×	×	×	×	
х	8	×	×	×	×	×	×		×	×	×	×	Mildew
Х	υ			×	×	×			×	×		×	
Х	O	×	× .		×	×	×		×	×	×	×	
х	A	×	×		×	×		×	X* + X1	×	×		
Х	В	×	×	×	×	×	×		×	×	×	×	
Х	S			×	×	×			*×	×		×	a
	٥	^	>	>	>	>	>		>	;	>	>	0.00

						1	I	Ī			Lo -	P 10	120		_	Г	ı -	1 de	210	7-	
BATHROOM 2	Bathroom 2 WC	×		×	×	×	×	×	×	×	×	×	×	×	×	×	×				
	Bathroom 2 Vanity	×		×	×	×	×	×	×	×	×	×	×	×	×	×	×		×		
BA	Bathroom 2 Tub	RG		RG	RG	×	RG	RG	RG	RG	RG	RG	RG*** X	RG	RG	RG	RG		×		
	2nd Floor Flooring	×	×	×	×	×	×	×	×		×	×	×	×	×	×	×		×		
	1st Floor Flooring		×			×	842		×		×	×		×	×	×	×		×		
M 1	Bathroom 1 WC				×	×		×	×	×	×	×	×			×	×				
BATHROOM 1	Bathroom 1 Vanity			×	×	×		×	×	×	×	×	×			×	×		×		
	Range Hood	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×
APPLIANCES	Range	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×	×
A	Dishwasher				×	×					×		×		×	×			×		
COUNTER	Kitchen Countertops				×	×	×	×	×	×	×	×	×		×	×	×		×	×	Х
KITCHEN CAB/COUNTER	Kitchen Cabinetry				×	×	×	×	×	×	×	×	×	,	×	×	×		×	×	X
	UNIT NO.	A	8	Э	٥	A	8	U	O	A	8	U	Q	A	В	C	Q	A	В	U	D
əte	Comple	Х	х	Х	Х																
	LOCATION	euə	leba	εM	342	euə	lebg	jeM	310	eua	gqsp	jeM	350	euə	lebg	ΙεΜ	340	eua	olebg	jeM	330

PHASE II COMPLETE PHASE II COMPLETE PHASE III 315M, 325M, 277M, 265M complete PHASE IV

EXHIBIT "E" PROPERTY ADDRESSES AND APN'S

Address	Assessor's Parcel Number
204 Magdalena Circle	118-171-040
205 Magdalena Circle	118-171-056
216 Magdalena Circle	118-171-041
217 Magdalena Circle	118-171-038
228 Magdalena Circle	118-171-042
229 Magdalena Circle	118-171-037
240 Magdalena Circle	118-171-043
241 Magdalena Circle	118-171-036
253 Magdalena Circle	118-171-035
254 Magdalena Circle	118-171-044
264 Magdalena Circle	118-171-045
265 Magdalena Circle	118-171-034
276 Magdalena Circle	118-171-046
277 Magdalena Circle	118-171-033
310 Magdalena Circle	118-183-034
315 Magdalena Circle	118-183-041
320 Magdalena Circle	118-183-035
325 Magdalena Circle	118-183-040
330 Magdalena Circle	118-183-036
335 Magdalena Circle	118-183-039
340 Magdalena Circle	118-183-037
345 Magdalena Circle	118-183-038
204 Isabella Way	118-171-055
205 Isabella Way	118-171-054
216 Isabella Way	118-171-027
217 Isabella Way	118-171-024
228 Isabella Way	118-171-028
229 Isabella Way	118-171-023
240 Isabella Way	118-171-029
241 Isabella Way	118-171-022
252 Isabella Way	118-171-030
253 Isabella Way	118-171-021
264 Isabella Way	118-171-031
265 Isabella Way	118-171-020
276 Isabella Way	118-171-032
277 Isabella Way	118-171-019
310 Isabella Way	118-183-042
320 Isabella Way	118-183-043

No Address	118-183-051			
No Address	118-183-049			
1148 "D" Street	118-183-053			

Certificate Of Completion

Envelope Id: 383CBD55A3C24061805BA784DA0894BC

Subject: Complete with Docusign: AGMT - PASS THROUGH FUNDING AGREEMENT FOR CORONA DEL REY APARTMENTS BUD...

Source Envelope:

Document Pages: 41 Signatures: 1 **Envelope Originator:**

Certificate Pages: 2 Initials: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

April Nunez

400 S Vicentia Ave Corona, CA 92882

April.Nunez@CoronaCA.gov

IP Address: 64.29.226.10

Record Tracking

Status: Original

10/28/2024 8:02:34 AM

Security Appliance Status: Connected Storage Appliance Status: Connected

Pool: StateLocal

Pool: City of Corona, CA

Holder: April Nunez

Location: DocuSign

Location: DocuSign

Timestamp

Signer Events

Cynthia Lara

cynthia.lara@coronaca.gov Community Assistance Manager

Security Level: Email, Account Authentication

(None)

Signature

CL

Sent: 10/28/2024 8:05:38 AM Viewed: 10/28/2024 9:15:15 AM Signed: 10/28/2024 9:15:29 AM

Signature Adoption: Pre-selected Style Using IP Address: 64.29.226.10

April.Nunez@CoronaCA.gov

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Donna Finch

donna.finch@coronaca.gov Community Services Director

Security Level: Email, Account Authentication

(None)

DJ

Sent: 10/28/2024 8:05:38 AM Viewed: 10/28/2024 12:32:28 PM

Signed: 10/28/2024 12:32:42 PM

Signature Adoption: Pre-selected Style Using IP Address: 64.29.226.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

MICHAEL FINN

mfinn@nationalcore.org

CFO

Legacy Square, LP

Security Level: Email, Account Authentication

(None)

MICHAEL FIM

Sent: 10/28/2024 8:05:37 AM Viewed: 10/28/2024 8:36:46 AM Signed: 10/28/2024 8:36:52 AM

Signature Adoption: Pre-selected Style Using IP Address: 97.93.169.34

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/28/2024 8:05:39 AM
Certified Delivered	Security Checked	10/28/2024 8:36:46 AM
Signing Complete	Security Checked	10/28/2024 8:36:52 AM
Completed	Security Checked	10/28/2024 12:32:42 PM
Payment Events	Status	Timestamps