**SAN LEANDRO UNIFIED SCHOOL DISTRICT**
**FACILITIES AND CONSTRUCTION – BOND DEPARTMENT**

**To:** Facilities and Technology Committee Meeting on
**Date:** *10/23/19*
**From:** Bond Department
**Date:** *10/30/19*
**RE:** ***Jefferson ES & McKinley ES Increment 1 GMP***
**Project Description:** **18-29 Modular Classroom Building**

**Rationale:** ***Gross Maximum Price from JL Construction to provide labor and materials to complete the site work portion(Increment 1) of the modular building projects at Jefferson ES and McKinley ES.***

**Fiscal Impact:**
**Jefferson Inc 1: $964,510.00**
**McKinley Inc 1: $1,566,186.00**
**Total Fiscal Impact: $2,530,696.00**

**Scope of work:** *See proposal attached.*

**Contractor Name: Jeff Luchetti Construction**
**Phone #: (619) 237-6067**
**Email: Stephanie Madson, stephaniem@jlcbuild.com**
**License #: 761270**
**Contractor Trade (for DIR Reg.): General Contractor**
**Do we have W-9 on file? Yes**

**Proposed Start Date: 11/06/19**
**Date job will be completed: 7/31/20**

**Notice to Proceed:** **RGMK will send** **___X___ (***Large Contracts)*

**District will send** **_____ (***CUPCCAA & PO Contracts)*
*(If District will be sending, fill in what date to be sent out)*

**Date to Send NTP** **_____**

**AMENDMENT TO LEASE LEASEBACK DOCUMENTS**

**1. FACILITIES LEASE BY AND BETWEEN JL CONSTRUCTION, AS LESSOR AND SAN LEANDRO UNIFIED SCHOOL DISTRICT AS LESSEE, DATED AS OF APRIL 10 , 2019.**

This Amendment to Lease Leaseback Documents ("Amendment") is made and entered into this 6 day of November 2019 between JL Construction ("Contractor" or "Lessor") and the San Leandro Unified School District, a California public school district located in San Leandro, California ("District" or "Lessee") (collectively, the "Parties")

**RECITALS**

A. WHEREAS, Developer and District entered into the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for construction consisting of new modular classrooms at multiple District school sites. ("Project"):

1. Site Lease by And Between San Leandro Unified School District as Lessor and JL Construction as Lessee, dated as of April 10 , 2019 ("Site Lease"); and

2. Facilities Lease by And Between JL Construction as Lessor and San Leandro Unified School District as Lessee, dated as of April 10 , 2019 ("Facilities Lease").

(Collectively, with all incorporated exhibits, the "Lease Leaseback Documents"); and

B. WHEREAS, at the time the Facilities Lease was executed, it included only the preconstruction scope of services because the plans and specifications had not been approved by the Division of The State Architect ("DSA"). DSA has now approved the plans and specifications for the Increment One construction scope of work for both the McKinley and Jefferson Elementary School sites; and

C. WHEREAS, it is now the desire and intention of the Parties to amend the Lease Leaseback Documents as set forth below.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

**TERMS AND CONDITIONS**

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

1. **EXHIBIT C-1 TO THE FACILITIES LEASE SHALL BE REPLACED WITH AMENDED EXHIBIT C-1, ATTACHED HERETO AS EXHIBIT A.**

2. **EXHIBIT C-3 TO THE FACILITIES LEASE SHALL BE REPLACED WITH AMENDED EXHIBIT C-3, ATTACHED HERETO AS EXHIBIT B.**

3. **EXCLUSIONS AND CLARIFICATIONS FOR THE GUARANTEED PROJECT COST FOR BOTH THE MCKINLEY AND JEFFERSON SITES, ATTACHED HERETO AS EXHIBIT C, SHALL BE ADDED TO EXHIBIT K TO THE FACILITIES LEASE.**

4. **THE LIST OF PLANS AND SPECIFICATIONS THE MCKINLEY SITE, ATTACHED HERETO AS EXHIBIT D, SHALL BE ADDED TO THE FACILITIES LEASE AS EXHIBIT J-1.**

5. **THE LIST OF PLANS AND SPECIFICATIONS THE JEFFERSON SITE, ATTACHED HERETO AS EXHIBIT E, SHALL BE ADDED TO THE FACILITIES LEASE AS EXHIBIT J-3.**

**ACCEPTED AND AGREED** on the date indicated below:

Dated: November 6, 2019

**SAN LEANDRO UNIFIED SCHOOL DISTRICT**

By: _____

Print Name: Aaron Kerrigan

Print Title: Director, Facilities & Operations

Dated: November 6, 2019

**JL CONSTRUCTION**

By: _____

Print Name: Jeff Luchetti

Print Title: President

**EXHIBIT A**

**AMENDED EXHIBIT C-1**
**TO**
**FACILITIES LEASE**

**PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR MCKINLEY ELEMENTARY SCHOOL SITE**

**AMENDED EXHIBIT C-1**
**TO**
**FACILITIES LEASE**

**PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR MCKINLEY ELEMENTARY SCHOOL SITE**

**1. Preliminary Services Payments**

**1.1.** If Contractor performs Preliminary Services for the District for the Project(s), the District shall pay to Contractor **One Hundred Forty-Seven Thousand Sixty-Eight Dollars ($147,068)** ("**Preliminary Services Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District.

**1.2.** The Preliminary Services Payment s include all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.

**1.3.** Each Preliminary Services Payment shall be paid within forth-five (45)) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the billed-for tasks.

**2. Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar ($1.00) per year to the District as consideration for the Site Lease.

**3. Guaranteed Project Cost (or Guaranteed Maximum Price)**. Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **Seven Million Six Hundred Sixty-Five Thousand Seven Hundred Seventy-Four Dollars ($7,665,774)** ("**Guaranteed Project Cost" or "GPC" or "Guaranteed Maximum Price" or "GMP**"). Except as indicated herein for modifications to the Project approved by the District, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

**3.1. Cost to Perform Work.**

**3.1.1. Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents.

**3.1.2. Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work.

**3.2. General Conditions.** The fixed amount to be paid be for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

**3.3. Fees.** All fees, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project.

**3.4. Allowances.**

- Utility Locator - $3,600
- Contaminated Soil Off Haul - $15,000
- Misc. Demo/Salvage - $7,500
- Landscaping (DG and irrigation sleeves) - $10,000
- Site Caulking - $5,000
- Electrical Relocation for Portable Classrooms - $25,000

Any unused allowance or unused portion thereof shall be deducted from the Cost of the Work. The amount to deduct shall be calculated using the steps in the "Changes in the Work" provisions of **Exhibit "D"** to the Facilities Lease including the Deductive Change Order provisions therein.

**3.5. Bonds and Insurance**. 2.5%

**3.6. Overhead and Profit**. 8%

**3.7. Contingency**. A Contingency of **One Hundred Twenty-Nine Thousand Seven Hundred Thirty-Six Dollars ($129,736**) is included in the Guaranteed Project Cost and may be used in the District's sole discretion. If the District chooses to utilize all or a portion of the Contingency, the District shall notify the Contractor in writing in accordance with **Exhibit D** to the Master Facilities Lease. The unused portion of the Contingency shall be retained by the District at the end of the Project.

**4. Payment of Guaranteed Project Cost**. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

**4.1. Tenant Improvement Payments**. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Six Million Eight Hundred Ninety-Nine Thousand One Hundred Ninety-Seven Dollars ($6,899,197)** ("**Tenant Improvement Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

**4.2. Lease Payments Plus Interest**. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to **Seven Hundred Sixty-Six Thousand Five Hundred Seventy-Seven Dollars ($766,774)** ("**Lease Payment(s)**") plus interest, as indicated below.

**4.2.1.** The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.

**4.2.2.** The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

**4.2.3. Fair Rental Value**. District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

**4.2.4. Each Payment Constitutes a Current Expense of the District.**

**4.2.4.1.** The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

**4.2.4.2.** Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

**4.2.4.3.** The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

**4.2.4.4.** The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

**4.2.4.5.** The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

**4.2.5.** The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **four-point five percent (4.5%):**

| Date of Payment | (A) Total Principal Due on Lease Payment | (B) Total Interest Due on Lease Payment | Total Lease Payment (A + B) |
|---|---|---|---|
| 30 days after execution of NOC | **$63,881.42** | **$ 7,026.96** | **$70,908.37** |
| 30 days thereafter | **$63,881.42** | **$ 6,388.14** | **$70,269.56** |
| 30 days thereafter | **$63,881.42** | **$ 5,749.33** | **$69,630.74** |
| 30 days thereafter | **$63,881.42** | **$ 5,110.51** | **$68,991.93** |
| 30 days thereafter | **$63,881.42** | **$ 4,471.70** | **$68,353.12** |
| 30 days thereafter | **$63,881.42** | **$ 3,832.89** | **$67,714.30** |
| 30 days thereafter | **$63,881.42** | **$ 3,194.07** | **$67,075.49** |
| 30 days thereafter | **$63,881.42** | **$ 2,555.26** | **$66,436.67** |
| 30 days thereafter | **$63,881.42** | **$ 1,916.44** | **$65,797.86** |
| 30 days thereafter | **$63,881.42** | **$ 1,277.63** | **$65,159.05** |
| 30 days thereafter | **$63,881.42** | **$ 638.81** | **$64,520.23** |
| 30 days thereafter | **$63,881.42** | **$ 0.00** | **$63,881.42** |

**4.2.6. Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

**4.3.** In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

**5. Changes to Guaranteed Project Cost.**

**5.1.** As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable.

**5.2.** The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

**5.3. Cost Savings.** Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

`

**ATTACHMENT ONE**
**GMP BREAKDOWN FOR MCKINLEY SITE INCREMENT 1 ONLY, DATED OCTOBER 8, 2019**

JL CONSTRUCTION
JL MODULAR

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Estimate #: | **GMP** | | | Name: | **McKinley Elementary** | | | Loc: | **San Leandro, CA** |
| | Bldg Area: | | | | Site Area: | | | | Date: | **10/8/2019** |

| No. | Description of Work | List Sub | Subs Names | Design Phase | Increment 1 | Increment 2 | Total |
|---|---|---|---|---|---|---|---|
| 1 | General Conditions | | JL Construction | | 125,440 | 125,440 | 250,880 |
| 1a | Preconstruction Services | | JL Construction | 147,068 | | | 147,068 |
| 1b | Architecture Plans & Approvals | | JL Construction | | | | 0 |
| 1c | Survey | | MVE | | 10,440 | | 10,440 |
| 1d | Utility Locator | | Allowance | | 3,600 | | 3,600 |
| 1e | Erosion Control | | | | 17,700 | | 17,700 |
| 1f | Winterization | | | | 15,000 | | 15,000 |
| 2 | Site Protection | | | | 5,000 | | 5,000 |
| 2a | Earthwork (Grading, Paving, Utilities) | | Bay Cities | | 444,600 | | 444,600 |
| 2b | Bay Cities Contingency | | Bay Cities | | 50,000 | | 50,000 |
| 2c | Contaminated Soil Off Haul | | Allowance | | 15,000 | | 15,000 |
| 2d | Foundation Demo/Disposal | | Bay Cities | | 9,940 | | 9,940 |
| 2e | Lift Station | | Bay Cities | | 33,775 | | 33,775 |
| 2f | Additional Mobilizations | | Bay Cities | | 7,000 | | 7,000 |
| 2g | Misc Demo / Salvage | | Allowance | | 7,500 | | 7,500 |
| 2h | Site Furniture | | Ross | | 32,595 | | 32,595 |
| 2i | Gas Line | | Bay Cities | | 30,410 | | 30,410 |
| 2j | Landscaping (DG and irrigation sleeves) | | Allowance | | 10,000 | | 10,000 |
| 2k | Fencing | | AAA | | 27,920 | | 27,920 |
| 2l | Striping | | Crisp | | 12,640 | | 12,640 |
| 2m | Spoils Off-Haul | | | | 10,000 | | 10,000 |
| 3 | Site Concrete | | RH Concrete | | 130,000 | | 130,000 |
| 3a | Sidewalk Patch for Utilities | | | | 3,000 | | 3,000 |
| 5 | Misc Metal - Bollards | | | | 6,000 | | 6,000 |
| 7 | Site Caulking | | Allowance | | 5,000 | | 5,000 |
| 9 | Site Painting - Bollards | | | | 800 | | 800 |
| 10 | Signage | | | | 750 | | 750 |
| 10a | Knox Box | | | | 750 | | 750 |
| 13 | Modular Building | | JL Modular | | | 5,222,223 | 5,222,223 |
| 26 | Site Electrical | | Elco | | 250,000 | | 250,000 |
| 26a | Electrical Relocation for Portables | | Allowance | | 25,000 | | 25,000 |
| 26a | Asphalt Cut/Patch for Electrical | | | | 7,500 | | 7,500 |
| 27 | Low Voltage Systems (Increment 2) | | | | | | 0 |
| | Subtotal | | | 147,068 | 1,297,360 | 5,347,663 | 6,792,091 |
| | Sales Tx | | | | 0 | 0 | 0 |
| | Total Cost | | | 147,068 | 1,297,360 | 5,347,663 | 6,792,091 |
| | Builders Risk | 0.40% | | 588 | 5,189 | 21,979 | 27,757 |
| | Overhead & Fee | 8.00% | | 11,813 | 104,204 | 441,337 | 557,353 |
| | Insurance | 1.10% | | 1,754 | 15,474 | 65,539 | 82,767 |
| | Bond | 1.00% | | 1,612 | 14,222 | 60,236 | 76,070 |
| | Contingency | 10.00% | | 0 | 129,736 | 0 | 129,736 |
| | **Amount Bid** | | | 162,835 | 1,566,186 | 5,936,753 | **7,665,774** |

Alternate 1 - Delete Lift Station (40,774)

**EXHIBIT B**

**AMENDED EXHIBIT C-3**
**TO**
**FACILITIES LEASE**

**PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR JEFFERSON ELEMENTARY SCHOOL SITE**

**AMENDED EXHIBIT C-3**
**TO**
**FACILITIES LEASE**

**PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR WILSON ELEMENTARY SCHOOL SITE**

**1. Preliminary Services Payments**

**1.1.** If Contractor performs Preliminary Services for the District for the Project(s), the District shall pay to Contractor **Eighty-Five Thousand Six Hundred Eighty-Eight Dollars ($85,688)** ("**Preliminary Services Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District.

**1.2.** The Preliminary Services Payment s include all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.

**1.3.** Each Preliminary Services Payment shall be paid within forth-five (45)) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the billed-for tasks.

**2. Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar ($1.00)U per year to the District as consideration for the Site Lease.

**3. Guaranteed Project Cost (or Guaranteed Maximum Price)**. Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **Three Million One Hundred Twenty-Nine Thousand Twenty-Three Dollars ($3,129,023)** ("**Guaranteed Project Cost" or "GPC" or "Guaranteed Maximum Price" or "GMP**"). Except as indicated herein for modifications to the Project approved by the District, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

**3.1. Cost to Perform Work.**

3.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents.

3.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work.

**3.2. General Conditions.** The fixed amount to be paid be for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

**3.3. Fees.** All fees, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project.

**3.4. Allowances.**

- Contaminated Soil Off Haul - $5,000
- Misc. Demolition/Salvage - $7,500
- Landscaping Patch/Seed - $5,000

Any unused allowance or unused portion thereof shall be deducted from the Cost of the Work. The amount to deduct shall be calculated using the steps in the "Changes in the Work" provisions of **Exhibit "D"** to the Facilities Lease including the Deductive Change Order provisions therein.

**3.5. Bonds and Insurance**. 2.5%

**3.6. Overhead and Profit**. 8%

**3.7. Contingency**. A Contingency of **Seventy-Eight Thousand Eight Hundred Ninety-Six Dollars ($78,896**) is included in the Guaranteed Project Cost and may be used in the District's sole discretion. If the District chooses to utilize all or a portion of the Contingency, the District shall notify the Contractor in writing in accordance with **Exhibit D** to the Master Facilities Lease. The unused portion of the Contingency shall be retained by the District at the end of the Project.

**4. Payment of Guaranteed Project Cost**. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

**4.1. Tenant Improvement Payments**. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Two Million Eight Hundred Sixteen Thousand One Hundred Twenty-One Dollars ($2,816,121)** ("**Tenant Improvement Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

**4.2. Lease Payments Plus Interest**. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to **Three Hundred Twelve Thousand Nine Hundred Two Dollars ($312,902)** ("**Lease Payment(s)**") plus interest, as indicated below.

4.2.1. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.

4.2.2. The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.2.3. **Fair Rental Value**. District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.2.4. **Each Payment Constitutes a Current Expense of the District.**

4.2.4.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or

moneys of the District.

4.2.4.2. Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.2.4.3. The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

4.2.4.4. The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.2.4.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

4.2.5. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **four-point five percent (4.5%):**

| Date of Payment | (A) Total Principal Due on Lease Payment | (B) Total Interest Due on Lease Payment | Total Lease Payment (A + B) |
|---|---|---|---|
| Thirty Days after NOC | **$26,075.17** | **$ 2,868.27** | **$28,943.44** |
| 30 days thereafter | **$26,075.17** | **$ 2,607.52** | **$28,682.68** |
| 30 days thereafter | **$26,075.17** | **$ 2,346.77** | **$28,421.93** |
| 30 days thereafter | **$26,075.17** | **$ 2,086.01** | **$28,161.18** |
| 30 days thereafter | **$26,075.17** | **$ 1,825.26** | **$27,900.43** |
| 30 days thereafter | **$26,075.17** | **$ 1,564.51** | **$27,639.68** |
| 30 days thereafter | **$26,075.17** | **$ 1,303.76** | **$27,378.93** |
| 30 days thereafter | **$26,075.17** | **$ 1,043.01** | **$27,118.17** |
| 30 days thereafter | **$26,075.17** | **$ 782.26** | **$26,857.42** |
| 30 days thereafter | **$26,075.17** | **$ 521.50** | **$26,596.67** |
| 30 days thereafter | **$26,075.17** | **$ 260.75** | **$26,335.92** |
| 30 days thereafter | **$26,075.17** | **$ 0.00** | **$26,075.17** |

4.2.6. **Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

**4.3.** In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

**5. Changes to Guaranteed Project Cost.**

**5.1.** As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost

impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable.

**5.2.** The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

**5.3. Cost Savings.** Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

**ATTACHMENT ONE**
**GMP BREAKDOWN FOR JEFFERSON SITE INCREMENT 1 ONLY, DATED OCTOBER 8, 2019**

JL CONSTRUCTION
JL MODULAR

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Estimate #: | **GMP** | | | Name: | **Jefferson Elementary** | | | Loc: | **San Leandro, CA** |
| | Bldg Area: | | | | Site Area: | | | | Date: | **10/8/2019** |

| No. | Description of Work | List Sub | Subs Names | Design Phase | Increment 1 | Increment 2 | Total |
|---|---|---|---|---|---|---|---|
| 1 | General Conditions | | JL Construction | | 123,280 | 123,280 | 246,560 |
| 1a | Preconstruction Services | | JL Construction | 85,688 | | | 85,688 |
| 1b | Architecture Plans & Approvals | | JL Construction | | | | 0 |
| 1c | Survey | | MVE | | 10,440 | | 10,440 |
| 1d | Utility Locator | | | | 3,600 | | 3,600 |
| 1e | Erosion Control | | | | 15,000 | | 15,000 |
| 1f | Winterization | | | | 5,000 | | 5,000 |
| 2 | Site Protection | | | | 5,000 | | 5,000 |
| 2a | Earthwork (Grading, Paving) Includes Storm, Water & Fire | | Bay Cities | | 272,800 | | 272,800 |
| 2b | Bay Cities Contingency | | Bay Cities | | 25,000 | | 25,000 |
| 2c | Contaminated Soil Off Haul | | Allowance | | 5,000 | | 5,000 |
| 2d | Misc Demo / Salvage | | Allowance | | 7,500 | | 7,500 |
| 2e | Site Furniture | | Ross | | 16,196 | | 16,196 |
| 2f | Gas Line | | | | 59,769 | | 59,769 |
| 2g | Landscaping Patch/Seed | | Allowance | | 5,000 | | 5,000 |
| 2h | Fencing | | AAA | | 17,900 | | 17,900 |
| 2i | Striping | | | | 7,500 | | 7,500 |
| 2j | Spoils off-haul | | | | 5,000 | | 5,000 |
| 3 | Site Concrete | | RH | | 39,000 | | 39,000 |
| 3a | Truncated Domes | | | | 500 | | 500 |
| 3b | Sidewalk Patch for Utilities | | | | 10,000 | | 10,000 |
| 5 | Misc Metal - Bollards | | | | 6,000 | | 6,000 |
| 7 | Site Caulking | | | | 5,000 | | 5,000 |
| 10 | Signage | | | | 1,200 | | 1,200 |
| 10a | Knox Box | | | | 750 | | 750 |
| 10b | Bath Accessories | | | | 800 | | 800 |
| 13 | Modular Building | | JL Modular | | | 1,737,660 | 1,737,660 |
| 26 | Site Electrical | | Elco | | 144,223 | | 144,223 |
| 26a | Overhead Conduits - Cutting / Patching | | | | 7,500 | | 7,500 |
| | | | | | | | 0 |
| | Subtotal | | | 85,688 | 798,958 | 1,860,940 | 2,745,586 |
| | Sales Tx | | | | - | 0 | 0 |
| | Total Cost | | | 85,688 | 798,958 | 1,860,940 | 2,745,586 |
| | Builders Risk | 0.40% | | 343 | 3,196 | 7,787 | 11,325 |
| | Overhead & Fee | 8.00% | | 6,882 | 64,172 | 156,353 | 227,408 |
| | Insurance | 1.10% | | 1,022 | 9,530 | 23,218 | 33,770 |
| | Bond | 1.00% | | 939 | 8,759 | 21,340 | 31,038 |
| | Contingency | 10.00% | | 0 | 79,896 | 0 | 79,896 |
| | **Amount Bid** | | | 94,875 | 964,510 | 2,069,638 | **3,129,023** |

**EXHIBIT C**

**EXCLUSIONS AND CLARIFICATIONS FOR THE GUARANTEED PROJECT COST FOR BOTH THE MCKINLEY AND JEFFERSON SITES**

JL CONSTRUCTION

**Exclusions**

- Permits and fees
- Cost of testing and inspections including Soils Testing for off-haul
- Off-haul of spoils assumes clean soils approved for export to a local dump site; Analytics were provided, however, there was only one sample taken from each site. More samples will likely be needed prior to off-haul of spoils.
- FF&E and relocating existing furniture and equipment
- LEED or CHPS certification
- Removal or handling of contaminated and/or hazardous soils or material
- Petromat demolition in existing AC (if present)
- Commissioning agent
- PG&E and utility fees
- Utility Meters
- New Utility applications and coordination
- Encroachment permit package and fees (we will pick up permit), if required
- Generator power and fuel; we assume temp power is available on site
- Design other than for modular buildings. All site design including architectural, civil, landscape, site electrical, fire alarm and low voltage systems are by district's bridging architect and their consultants.
- Cathodic protection
- Off-site improvements
- Work at any existing buildings
- Demolition or removal of any portables (we will demo foundations)
- Overtime, weekend or premium time
- SWPPP plan, reporting, or monitoring

**Clarifications**

- McKinley – on the civil plans, there appear to be conduits to the portables running right through our new building pads. The electrical drawings do not show relocating this electrical, but it looks like it will need to be. We have included a $25,000 allowance for this work.
- McKinley Lift Station – JLC will do investigations as required per 11/C4.0. AOR and / or their consultants must provide sign off or recommendations for lift station repairs or removal. Repairs are not included in our bid.
- Jefferson – we do not include any demo work at the portables shown to be demolished, as we have been told that all portables will remain on site.
- WLC placed fire alarm and low voltage drawings in the increment 2 drawing package. We will provide pricing for the wiring and devices in increment 2.

**EXHIBIT D**

**EXHIBIT J-1**

**THE LIST OF PLANS AND SPECIFICATIONS THE MCKINLEY SITE**

**McKinley Modular Inc. 1 Sheets**
**Title**
A0.1 General Notes & Project Directory
A0.2 Drawing Index
A0.3 Drafting Symbols and Materials
A0.4 Architectural Drawing Abbreviations
A0.5 Code Analysis
A0.6 Fire Life Safety Site Plan
A0.7 Site Accessibility Plan
A0.8 Exiting Analysis

**Civil Index**
C1.0 Cover Sheet
C1.1 Notes
C1.2 topographic Survey Plan
C2.0 Demolition Plan
C3.0 Grading Pavement and Drainage Plan
C4.0 Utility Plan
C5.0Erosion Control Plan
C6.1 Site Details
C6.2 Utility Details

**Landscape Index**
L1.1 Site Construction Plan
L2.1 Construction Details

**Architectural Index**
A1.0 Overall Demolition Site Plan
A1.1 Site Plan
A1.2 Fencing Plan
10.1 Specialty Details

**Plumbing Index**
P1.0 Gas Site Plan

**Electrical Index**
E-001 Electrical Legend and Abbreviations
E-002 Electrical Sheet Specifications
ES-101 Site Electrical Plans
EP-601 Power Diagrams
ET-601 Telecomm Diagrams

**Specifications Group**

**General Requirements Sub-Group**

**Division 01 General Requirements**

| | |
|---|---|
| 01 11 00 | Summary of Work |
| 01 20 00 | Price and Payment Procedures |
| 01 25 13 | Product Substitution Procedures |
| 01 31 00 | Project Management and Coordination |
| 01 32 17 | Construction Schedule – Bar Chart |
| 01 33 00 | Submittal Procedures |
| 01 35 16 | Alteration Project Procedures |
| 01 42 19 | Reference Standards |
| 01 43 00 | Quality Assurance |
| 01 45 29 | Testing Laboratory Services |
| 01 50 00 | Temporary Facilities and Controls |
| 01 61 00 | Product Requirements |
| 01 71 23.16 | Construction Surveying |
| 01 73 00 | Execution Requirements |
| 01 73 29 | Cutting and Patching |
| 01 74 19 | Construction Waste Management and Disposal |
| 01 77 00 | Closeout Procedures |

**Specifications Group**

**Facility Construction Sub-Group**

**Division 02 Existing Conditions**

| | |
|---|---|
| 02 40 00 | Demolition |
| 02 41 16 | Building Demolition |

**Division 03 Concrete**

| | |
|---|---|
| 03 11 00 | Concrete Formwork |
| 03 20 00 | Concrete Reinforcing |

**Division 04 Masonry**

Not Used

**Division 05 Metals**

Not Used

**Division 06 Wood, Plastics, and Composites**

Not Used

**Division 07 Thermal and Moisture Protection**

| | |
|---|---|
| 07 92 00 | Joint Sealants |

**Division 08 Openings**
Not Used

**Division 09 Finishes**
09 90 00 Painting

**Division 10 Specialties**
10 14 00 Signage

**Division 11 Equipment**
Not Used

**Division 12 Furnishings**
12 94 00 Site Furnishings

**Division 13 Special Construction**
Not Used

**Division 14 Conveying Equipment**
Not Used

**Division 15 to 19 Reserved**
Not Used

**Specifications Group**
**Facility Services Sub-Group**

**Division 20 Reserved**
Not Used

**Division 21 Fire Suppression**
Not Used

**Division 22 Plumbing**
22 00 00 Plumbing

**Division 23 Heating, Ventilation, and Air Conditioning**
Not Used

**Division 24 Reserved**
Not Used

**Division 25 Integrated Automation**
Not Used

**Division 26 Electrical**
26 05 00 Common Work Results for Electrical
26 05 19 Low-Voltage Electrical Power Conductors and Cables
26 05 29 Hangers and Supports for Electrical Systems

26 05 33 Raceways and Boxes
26 05 44 Sleeves and Sleeve Seals for Electrical Raceways and Cabling
26 05 48.16 Seismic Controls for Electrical Systems
26 05 53 Identification for Electrical Systems

**Division 27 Communications**
Not Used

**Division 28 Electronic Safety and Security**
Not Used

**Division 29 Reserved**
Not Used
**Specifications Group**
**Site and Infrastructure Sub-Group**

**Division 30 Reserved**
Not Used

**Division 31 Earthwork**
31 11 00 Clearing and Grubbing
31 13 00 Selective Tree Removal and Trimming
31 20 00 Earthwork
31 23 00 Excavation and Fill
31 23 33 Trenching and Backfilling

**Division 32 Exterior Improvements**
32 01 33 Landscape Maintenance
32 05 23 Concrete for Exterior Improvements
32 11 00 Base Courses
32 12 00 Flexible Paving
32 13 00 Rigid Paving
32 13 14 Landscape Concrete
32 13 73 Landscape Concrete Joint Sealants
32 16 13 Concrete Curbs and Gutters
32 17 23 Pavement Markings
32 31 13 Chain Link Fences and Gates
32 84 00 Irrigation
32 90 00 Planting
32 91 13 Landscape Soil Preparation

**Division 33 Utilities**
33 05 13 Manhole Grade Adjustment
33 05 16 Utility Structures
33 10 00 Water Utilities
33 20 00 Natural Gas Utilities Outside Building
33 30 00 Sanitary Sewage Utilities
33 40 00 Storm Drain Utilities

33 46 00 Subdrainage

**Division 34 Transportation**
Not Used

**Division 35 Waterway and Marine Construction**
Not Used

**Division 36 to 39 Reserved**
Not Used

**Specifications Group**
**Process Equipment Sub-Group**

**Division 40 Process Integration**
Not Used

**Division 41 Material Processing and Handling Equipment**
Not Used

**Division 42 Process Heating, Cooling, and Drying Equipment**
Not Used

**Division 43 Process Gas and Liquid Handling, Purification, and Storage**
Not Used

**Division 44 Pollution Control and Waste Equipment**
Not Used

**Division 45 Industry-Specific Manufacturing Equipment**
Not Used

**Division 46 Industry-Specific Manufacturing Equipment**
Not Used

**Division 47 Industry-Specific Manufacturing Equipment**
Not Used

**Division 48 Electrical Power Generation**
Not Used

**Division 49 Reserved**
Not Used

**EXHIBIT E**

**EXHIBIT J-3**

**THE LIST OF PLANS AND SPECIFICATIONS THE JEFFERSON SITE**

**Jefferson Modular Inc. 1 Sheets**

**Title**

A0.1 General Notes & Project Directory
A0.2 Drawing Index
A0.3 Drafting Symbols and Materials
A0.4 Architectural Drawing Abbreviations
A0.5 Code Analysis
A0.6 Fire Life Safety Site Plan
A0.7 Site Accessibility Plan
A0.8 Exiting Analysis

**Civil Index**

C1.0 Cover Sheet
C1.1 Notes
C2.0 Demolition Plan
C3.0 Grading Pavement and Drainage Plan
C4.0 Utility Plan
C5.0 Erosion Control Plan
C6.0 Details

**Landscape Index**

L1.1 Site Construction Plan
L2.1 Construction Details

**Architectural Index**

A1.0 Overall Demolition Site Plan
A1.1 Site Plan
A1.2 Fencing Plan
A1.3 Enlarged Restrooms
10.1 Specialty Details

**Plumbing Index**

P1.0 Gas Site Plan

**Electrical Index**

E-001 Electrical Legend and Abbreviations
E-002 Electrical Sheet Specifications
ES-101 Site Electrical Plans
EP-601 Power Diagrams
ET-601 Telecomm Diagrams

**Specifications Group**
**General Requirements Sub-Group**

**Division 01 General Requirements**

| | |
|---|---|
| 01 11 00 | Summary of Work |
| 01 20 00 | Price and Payment Procedures |
| 01 25 13 | Product and Substitution Procedures |
| 01 31 00 | Product Management and Coordination |
| 01 32 17 | Construction Schedule – Bar Chart |
| 01 33 00 | Submittal Procedures |
| 01 35 16 | Alteration Project Procedures |
| 01 42 19 | Reference Standards |
| 01 43 00 | Quality Assurance |
| 01 45 29 | Testing Laboratory Services |
| 01 50 00 | Temporary Facilities and Controls |
| 01 61 00 | Product Requirements |
| 01 73 00 | Execution Requirements |
| 01 73 23.16 | Construction Surveying |
| 01 73 29 | Cutting and Patching |
| 01 74 19 | Construction Waste Management and Disposal |
| 01 77 00 | Closeout Procedures |

**Specifications Group**
**Facility Construction Sub-Group**

**Division 02 Existing Conditions**

| | |
|---|---|
| 02 40 00 | Demolition |
| 02 41 16 | Building Demolition |

**Division 03 Concrete**

| | |
|---|---|
| 03 11 00 | Concrete Formwork |
| 03 20 00 | Concrete Reinforcing |

**Division 04 Masonry**
Not Used

**Division 05 Metals**
Not Used

**Division 06 Wood, Plastics, and Composites**
Not Used

**Division 07 Thermal and Moisture Protection**

| | |
|---|---|
| 07 92 00 | Joint Sealants |

**Division 08 Openings**
Not Used

**Division 09 Finishes**
09 90 00 Painting

**Division 10 Specialties**
10 14 00 Signage

**Division 11 Equipment**
Not Used

**Division 12 Furnishings**
12 94 00 Site Furnishings

**Division 13 Special Construction**
Not Used

**Division 14 Conveying Equipment**
Not Used

**Division 15 to 19 Reserved**
Not Used

**Specifications Group**
**Facilities Services Sub-Group**

**Division 20 Reserved**
Not Used

**Division 21 Fire Suppression**
Not Used

**Division 22 Plumbing**
22 00 00 Plumbing

**Division 23 Heating, Ventilating, and Air Conditioning**
Not Used

**Division 24 Reserved**
Not Used

**Division 25 Integrated Automation**
Not Used

**Division 26 Electrical**
26 05 00 Common Work Results for Electrical
26 05 19 Low-Voltage Electrical Power Conductors and Cables
26 05 29 Hangers and Supports for Electrical Systems
26 05 33 Raceways and Boxes
26 05 44 Sleeves and Sleeve Seals for Electric Raceways and Cabling

26 05 48.16 Seismic Controls for Electrical Systems
26 05 53 Identification for Electrical Systems

**Division 27 Communications**
Not Used

**Division 28 Electronic Safety and Security**
Not Used

**Division 29 Reserved**
Not Used

**Specifications Group**

**Site and Infrastructure**

**Division 30 Reserved**
Not Used

**Division 31 Earthwork**
31 11 00 Clearing and Grubbing
31 13 00 Selective Tree Removal and Trimming
31 20 00 Earthwork
31 23 00 Excavation and Fill
31 23 33 Trenching and Backfilling

**Division 32 Exterior Improvements**
32 05 23 Concrete for Exterior Improvements
32 11 00 Base Courses
32 12 00 Flexible Paving
32 13 00 Rigid Paving
32 13 14 Landscape Concrete
32 13 73 Landscape Concrete Joint Sealants
32 16 13 Concrete Curbs and Gutters
32 17 23 Pavement Markings
32 31 13 Chain Link Fences and Gate

**Division 33 Utilities**
33 05 13 Manhole Grade Adjustment
33 05 16 Utility Structures
33 10 00 Water Utilities
33 20 00 Natural Gas Utilities Outside Building
33 30 00 Sanitary Sewage Utilities
33 40 00 Storm Drain Utilities
33 46 00 Subdrainage

**Division 34 Transportation**
Not Used

**Division 35 Waterway and Marine Construction**
Not Used

**Division 36 to 39 Reserved**
Not Used

**Specifications Group**

**Process Equipment Sub-Group**

**Division 40 Process Integration**
Not Used

**Division 41 Material Processing and Handling Equipment**
Not Used

**Division 42 Process Heating, Cooling, and Drying Equipment**
Not Used

**Division 43 Process Gas and Liquid Handling, Purification, and Storage**
Not Used

**Division 44 Pollution Control and Waste Management**
Not Used

**Division 45 Industry-Specific Manufacturing Equipment**
Not Used

**Division 46 Industry-Specific Manufacturing Equipment**
Not Used

**Division 47 Industry-Specific Manufacturing Equipment**
Not Used

**Division 48 Electrical Power Generation**
Not Used

**Division 49 Reserved**
Not Used