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Enactment Date	3/25/2026 os



OAKLAND UNIFIED  
SCHOOL DISTRICT  
Community Schools, Thriving Students

## Memo

**To** Board of Education

**From** Denise Gail Saddler, Ed.D., Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Pranita Ranbhise, Executive Director, Facilities  
Planning & Management

**Board Meeting Date** March 25, 2026

**Subject** California Multiple Award Schedules (CMAS) Design and Purchase Agreement – Musco Sports Lighting, LLC – Skyline High School Lighting Replacement Project – Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of a CMAS Design and Purchase Agreement by and between the **District** and **Musco Sports Lighting, LLC, Oskaloosa, IA**, for the latter to provide sports lighting system for the football field including lighting design and layout for the Skyline High School Lighting Replacement Project in the not-to-exceed amount of \$507,793.04, with work scheduled to commence on March 26, 2026, and is scheduled to last until March 31, 2027 pursuant to the agreement.

**Discussion** The purpose of this project is to address critical facility needs on the field at Skyline High School. Replacing these lights is essential to ensuring safe, reliable field use for practices, games, and student activities. Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**LBP (Local Business Participation Percentage)** 0.00%

**Recommendation** Approval by the Board of Education of a CMAS Design and Purchase Agreement by and between the District and Musco Sports Lighting, LLC, Oskaloosa, IA, for the latter to provide sports lighting system for the football field including lighting design and layout for the Skyline High School Lighting Replacement Project in the not-to-exceed amount of \$507,793.04, with work scheduled to commence on March 26, 2026, and is scheduled to last until March 31, 2027 pursuant to the agreement.

**Fiscal Impact** Building Fund 21 Measure Y

**Attachments**

- Contract Justification Form
- CMAS Agreement, including Exhibits
- Certificate of Insurance
- Routing Form



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every  
Agenda Contract.**

**Legislative File ID No.: 26-0412**

**Department: Division of Facilities Planning and Management**

**Vendor Name: Musco Sports Lighting, LLC**

**Project Name: Skyline High School Lighting Replacement Project**

**Project No.: 26006**

**Contract Term:** Intended Start: 03-26-2026      Intended End: 03-31-2027

**Total Cost Over Contract Term:** \$507,793.04

**Approved by:      Preston Thomas**

Is Vendor a local Oakland Business or has it met the requirements of the

**Local Business Policy?**     Yes (No if Unchecked)

**How was this contractor or vendor selected?**

The contractor was selected through CMAS agreement.

**Summarize the services or supplies this contractor or vendor will be providing.**

Provide sports lighting system for the football field, including lighting design and layout for the Skyline High School Lighting Replacement Project.

**Was this contract competitively bid?**          Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The contractor was selected through CMAS agreement.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$75,000 (as of 1/1/25)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$114,800 or less (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$114,800 (as of 1/1/25)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**OAKLAND UNIFIED SCHOOL DISTRICT**  
**CMAS DESIGN AND PURCHASE AGREEMENT**

This CMAS PURCHASE AGREEMENT (“**Agreement**”) is made this 26<sup>th</sup> day of March, 2026, by and between **Oakland Unified School District** (“**District**”) and **Musco Sports Lighting, LLC** (“**Vendor**”) with respect to the following recitals:

**RECITALS**

- A. District is a public school district organized and existing under the laws of the State of California.
- B. Vendor has entered into a California Multiple Award Schedule Contract **No. 4-25-11-1020** adopted by the General Services Administration, effective from November 19, 2025 to June 30, 2029, as part of the procurement of a sports lighting system for the football field at Skyline High School, Oakland, CA including lighting design and layout, under the applicable CMAS General Provisions (the “**CMAS Contract**”).
- C. The Board of the District under Public Contract Code sections 10290 et seq. and 10298 et seq. may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements, including agreements with entities outside the state or other agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code.
- D. The District intends to procure certain equipment, materials, supplies and/or products for a sports lighting system for the football field at Skyline High School, Oakland, CA, and to engage Vendor to provide associated professional design services (collectively, the “**Project**”), all as more particularly described in Vendor’s proposal, attached hereto as **Exhibit A** (“**Proposal**”).
- E. The Board of the District has determined that it is in the best interest of the District to utilize the CMAS Contract to complete the Project.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **REFERENCE AND DEFINITION.**

A copy of the CMAS Contracts is included in **Exhibit A** and incorporated herein by reference. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the

CMAS Contracts shall control, except for Section 2 “Scope of Services and Delivery of Materials”, Section 3 “Contract Time”, Section 5 “Contract Price and Payments” and Section 6, “Liquidated Damage” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions. For the purposes of this Agreement, all references to the “State of California”, “State” and/or “Local Agency” in the CMAS Contracts shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California”, “State”, and/or “Local Agency” under the CMAS Contracts shall apply to the District under this Agreement.

## 2. **SCOPE OF SERVICES AND DELIVERY OF MATERIALS**

Vendor shall provide professional design services (“**Services**”) and furnish the materials, equipment, and/or products (“**Items**”) described in **Exhibit A** (the “**Services**” and “**Items**” are collectively referred to herein as the “**Work**”).

The Services shall include, without limitation:

- Preparation of lighting system design drawings, calculations, specifications, and supporting documentation;
- Coordination with the District and its consultants;
- Preparation and submission of documents required for review and approval by the Division of the State Architect (“**DSA**”);
- Responding to DSA plan check comments;
- Revising and resubmitting documents as necessary to obtain DSA approval; and
- Providing final DSA-approved design documents suitable for separate bidding of installation. Vendor shall continue as architect of record during installation of the Project and shall effectuate DSA closeout.

The Work does not include construction or installation services. Vendor shall perform the Services in a professional manner consistent with the standard of care ordinarily exercised by design professionals providing similar services in the State of California. Vendor shall deliver the Items described in the Proposal to the District, at an address within the District’s boundaries to be specified by the District in writing.

## 3. **CONTRACT TIME.**

Vendor shall commence and complete the Work pursuant to the following:

### 3.1 Commencement of Work

Vendor shall commence the Work upon receipt of a written Notice to Proceed (“**NTP**”) issued by the District following execution of this Agreement.

### 3.2 Completion of Work

Vendor shall deliver pre-cast concrete within twenty eight (28) days of receipt of a Notice to Proceed for that work.

Vendor shall deliver all other materials within fifty-six (56) days of receipt of a Notice to Proceed for that work.

Assuming District issues a Notice to Proceed for design work by March 25, 2026, Vendor shall complete all design services and receive DSA approval of the plans no later than July 31, 2026.

### 3.3 District's Right to Postpone

The District reserves the right to postpone issuance of the NTP upon reasonable notice to Vendor. Vendor shall not be entitled to any claim of additional compensation as a result of District's postponement of giving any notice to proceed.

## 4. VENDOR RESPONSIBILITY.

Vendor shall perform the Services in a professional manner consistent with the standard of care ordinarily exercised by design professionals providing similar services in California. Vendor warrants that its personnel are duly licensed in California. Vendor shall also perform all deliveries of Items to the District facilities in a safe and professional manner. Vendor's Items shall be in good working order and all personnel shall be trained in safety measures to preclude accidents and endangering District personnel or property. Vendor shall have adequate equipment for delivery of goods on proposed contract. Vendor shall have adequate office and personnel resources for responding to the District's needs, including telephone coverage weekdays during hours of 8:00 a.m. through 5:00 p.m. Vendor shall have 24-hour, 7-day emergency service. If Vendor cannot meet this requirement, indicate alternative plan to provide equivalent level of service. Vendor's equipment shall be compatible with the District's facilities.

## 5. CONTRACT PRICE AND PAYMENTS

5.1 Upon Vendor's satisfactory delivery of the Items described in Exhibit A, District agrees to pay Vendor THREE HUNDRED NINETY-ONE THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND FOUR CENTS (\$391,293.04) for the total material costs as listed in Exhibit A ("**Total Material Costs**"). Additionally, upon DSA closeout of the Project, District shall pay Vendor the remaining balance of NINETY-SIX THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$96,500.00) ("**Remaining Balance**").

This Agreement also includes an owner contingency in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) (the "**Owner Contingency**"). The Owner Contingency is included solely to address unforeseen conditions or District directed adjustments related to the Work. Any use of the Owner Contingency shall require prior written authorization from the

District and shall be approved in writing by the District. Vendor shall only be entitled to payment from the Owner Contingency for work or materials expressly authorized by the District. Any unused contingency funds shall remain with the District.

Vendor acknowledges that the Total Material Costs and the Remaining Balance includes all costs necessary for the performance of the Work pursuant to this Agreement. Vendor further agrees that the Total Material Costs and the Remaining Balance are inclusive of all costs required to fully perform the Work. Vendor shall not be entitled to any additional compensation, claims, or damages, including but not limited to costs related to acceleration, overtime, or supervision, due to delays not caused by the District or its agents.

Vendor hereby represents and warrants that the prices indicated herein are the prices as accepted by the California Department of General Services (“DGS”) for the identical items under the CMAS Contracts or are “Not Specifically Priced” items as that term is defined by the DGS.

5.2 The District shall make payments to the Vendor in accordance with the payment milestones set forth in Section 5.1 above. Upon receipt of each such invoice, the District shall promptly verify that the relevant Work has been completed as represented and make payment within thirty (30) days of such verification.

#### 6. LIQUIDATED DAMAGES

Failure by Vendor to meet any of the deadlines stated in section 3.2 shall subject Vendor to liquidated damages in the amount of One Thousand Dollars and no/100 (\$1,000.00) per calendar day, per deadline missed.

#### 7. DSA REVIEW AND APPROVAL

Vendor shall be responsible for preparing all design documents required for review and approval by the Division of the State Architect (“DSA”) in connection with the Project. Vendor shall prepare drawings, calculations, specifications, and supporting documentation necessary for DSA submission and shall coordinate with the District to obtain DSA approval. Vendor shall submit the design documents to DSA for plan review, revise the documents as required, and pursue final DSA approval of the design. Vendor shall keep the District informed regarding the status of DSA review and shall provide copies of DSA correspondence and approval documentation upon receipt.

#### 8. OWNERSHIP OF DESIGN DOCUMENTS

8.1. All design documents prepared by Vendor, the designs depicted in them, and any presentation materials, shall become, upon their creation, the property of the District whether the Project for which they are made is executed or not. Without limitation to the foregoing, District shall hold, and Vendor shall be deemed to have been irrevocably assigned to District in perpetuity with no reserved or retained rights in any other persons or entities, all copyrights or other intellectual property rights relating to the design documents. With the exception of standard and generic details in the drawings, the design documents shall not be used as a whole, or in substantial part, by the design consultant on other projects.

8.2. The District may use the design documents, without the Vendor's consent, in connection with the Project, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project.

8.3. The Vendor, upon request, shall provide copies of the design documents in the number required by the District for bidding and construction purposes in connection with the Project.

9. **INDEMNIFICATION**

Vendor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature, and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Vendor, or Vendor's employees, agents, or volunteers (collectively, the "Vendor Parties"), in the performance of or failure to perform Vendor's obligations under this Agreement or for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District of Items supplied pursuant to this Agreement. The Vendor's duty to indemnify, defend, and hold harmless the District Parties provided for herein, shall be limited to the extent of, and for an amount represented by, the degree or percentage of fault attributable to the Vendor, its directors, officers, employees, agents, representatives, or subcontractors, as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement of the parties herein.

10. **INSPECTION**

All Items furnished must be in conformity with the Contract Documents and will be subject to inspection and approval by the District after delivery. District reserves the right to reject and return at the risk and expense of the Vendor any portion of the Items which may be defective or which fails to comply with the specifications in Contract Documents.

11. **TERMINATION**

If the Vendor fails to perform the Work to the satisfaction of the District, fails to fulfill its obligations under this Agreement in a timely and professional manner, or violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon providing written notice to the Vendor. Additionally, the District may, at its sole discretion, terminate this Agreement for convenience by providing the Vendor with at least thirty (30) days' prior written notice. In the event of any termination, the District shall be obligated to pay the Vendor any outstanding undisputed invoices up to the effective date of termination. No early termination fees or penalties will apply. The District shall incur no liability for undelivered Items, Work or services beyond the effective termination date.

12. **CONFORMANCE TO CONTRACT DOCUMENTS.**

Vendor agrees that the Items to be furnished pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents, as defined below.

13. **TRANSPORTATION CHARGES.**

Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

14. **INSURANCE.**

Without in any way limiting Vendor's liability, or indemnification obligations set forth herein, Vendor shall secure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$1,000,000 in the aggregate, if applicable; (iii) worker's compensation insurance as required by Labor Code section 3200, *et seq.*, if applicable; and professional liability insurance covering negligent acts, errors, and omissions in the performance of design services with limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. Neither Vendor nor any of the Vendor Parties shall commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Vendor's insurance policies shall be attached to this Agreement as proof of insurance.

15. **INDEPENDENT VENDOR STATUS.**

Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

16. **TAXES.**

All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor and the Vendor Parties and otherwise in connection with this Agreement.

17. **SEVERABILITY.**

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **MODIFICATION OF CONTRACT.**

Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.

19. **AMENDMENTS.**

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.

20. **GOVERNING LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

21. **WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address included in its Proposal, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

22. **COMPLIANCE WITH LAW.**

Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules,

regulations and ordinances.

23. **NON-DISCRIMINATION.**

There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.

24. **ATTORNEYS' FEES.**

If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

25. **LIABILITY.**

Notwithstanding anything stated herein to the contrary, neither District or Vendor shall be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.

26. **TIME.**

Time is of the essence to this Agreement.

27. **WAIVER.**

No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the District from any or further exercise of any right or remedy.

28. **ENTIRE AGREEMENT.**

The Contract Documents are intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. **EXECUTION OF OTHER DOCUMENTS.**

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. **EXECUTION IN COUNTERPARTS.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be

deemed a fully executed agreement.

31. **WARRANTY OF AUTHORITY.**

The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

32. **CONTRACT DOCUMENTS.**

The following documents are incorporated into the Agreement as the "Contract Documents":

- Exhibit A – Proposal

33. **MEDIATION.**

A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

34. **FINGERPRINTING REQUIREMENTS.**

Vendor shall comply with the fingerprinting requirements of Education Code section 45125.2, otherwise it shall comply with Education Code section 45125.1.

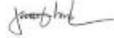
35. **SAFETY REGULATIONS.**

All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

[Signature page follows]

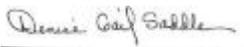
IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

**OAKLAND UNIFIED SCHOOL DISTRICT**

  
\_\_\_\_\_  
Jennifer Brouhard, President,  
Board of Education

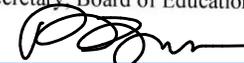
3/26/2026

Date

  
\_\_\_\_\_  
Denise Gail Saddler, Ed.D., Superintendent  
and Secretary, Board of Education

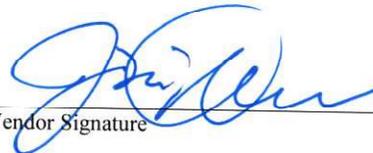
3/26/2026

Date

  
\_\_\_\_\_  
[Preston Thomas \(Mar 21, 2026 10:35:52 PDT\)](#)  
Preston Thomas, Chief Systems &  
Services Officer

Date

**MUSCO SPORTS LIGHTING, LLC**

  
\_\_\_\_\_  
Vendor Signature

03/17/2026

Date

James Hansen, Secretary  
\_\_\_\_\_  
Print Name Title

**Approval as to form:**

  
\_\_\_\_\_  
James Traber, Esq.  
Facilities Counsel

3/17/2026

Date

**EXHIBIT A**  
**PROPOSAL**

*[see attached]*

Date: February 25, 2026  
Expiration date: March 25, 2026

Project: Skyline High School Football  
Oakland, CA  
Musco Project Number: 250792

California Multiple Awards Schedules  
Contract Number: 4-25-11-1020 Expiration: 6/30/2029  
Category: Sports & Facility Lighting with Installation and Related Services

All purchase orders should note the following:  
California Multiple Awards Schedules Purchase – Contract Number: 4-25-11-1020

**Quotation Price – Materials Only Delivered to Job Site**

<b>Football 360' x 160', Tack Irregular, Egress .....</b>	<b>\$324,065.00</b>
<b>20% Adder for ShowLight® Entertainment .....</b>	<b>\$69,613.00</b>
<b>Discount for ShowLight® Entertainment .....</b>	<b>-\$25,000</b>
<b>Freight outside of Ohio (contract pricing freight to Ohio).....</b>	<b>\$ 9,634.00</b>
<b>Musco Project Discount .....</b>	<b>-\$25,000</b>
<b>Total Materials Cost.....</b>	<b>\$353,312.00</b>

<b>Electrical Engineering/DSA Service .....</b>	<b>\$96,500.00</b>
<b>Owner Contingency.....</b>	<b>\$20,000.00</b>
<b>Est Sales Tax .....</b>	<b>\$37,981.04</b>
<b>Total .....</b>	<b>\$507,793.04</b>

*Bonding and labor and unloading of the equipment are not included.  
Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

**Light-Structure System™ with Total Light Control – TLC for LED™ technology**

**Guaranteed Lighting Performance**

- Guaranteed light levels of Football 50 Footcandles and uniformity of 2:1 for the football field.
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- 40 Factory aimed and assembled luminaires, including BallTracker® luminaires
- 4 Factory aimed and assembled RGBW luminaires
- 4 Galvanized steel poles
- 4 Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- Disconnects
- UL listed assemblies
- Enhanced corrosion protection

**Show-Light® Entertainment System with Control-Link® Control and Monitoring**

- 1 Control and monitoring cabinet
- 1 Communication cabinets
- 1 touchscreen(s) for onsite control of lighting effects
- Up to 30 lighting scenes
- 4 standard and 2 optional lighting effects
- 4 minutes of light show programming set to customer supplied and licensed music



- Scene programming must be requested within 90 days of commissioning, Effect and Show programming must be requested within 12 months of commissioning
- Onsite dimming (high/med/low)
- Monitoring with 24/7 customer support

#### **Environmental Light Control – control for neighbors and the environment**

- Reduction of spill light and glare by 50% or more.

#### **Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 200 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors
- Warranty starts on the date of shipment

#### **Musco Scope**

- Provide design and layout for lighting system
- Test and final aim equipment
- Provide full design services, including coordination for DSA submission, responses to DSA Comments, and support through DSA closeout.
- Coordinate with the General Contractor during installation as needed to ensure compliance with design and DSA requirements.
- Equipment procurement, fabrication, and shipment will only occur upon written authorization from Oakland Unified School District, following CEQA clearance and Board approval.
- Conduct one (1) site visit to verify existing site conditions.
- Serve as the Architect in General Responsible Charge (AGRC) for this project and coordinate DSA submission.
- Prepare an architectural overall site plan identifying existing ADA path of travel. Design and/or modification of the existing ADA path of travel is excluded.
- Conduct one (1) site visit to investigate existing electrical system and power distribution serving the sports field lighting.
- Coordinate with the District and Musco Lighting to identify project constraints, design criteria, and requirements.
- Coordination with Musco Lighting to develop the sports field lighting design, including:
  - a. Re-feed the new sports field lighting system from normal power. Existing power distribution panels to remain.
  - b. Design a new lighting inverter for standby power source for required egress lighting.
- Design control and low-voltage conduit infrastructure for the sports field lighting and control system.
- Prepare and submit electrical drawings to the District and DSA for review and approval.
- Prepare project technical specifications.
- Provide construction administrative support, including:
  - a. Respond to RFIs and review submittals and shop drawings.
  - b. Assist with the review of contract change order requests.
  - c. Attend up to two (2) site visits for punch walk and back-check.
- Prepare structural details and calculations for the new electrical equipment housekeeping pads, anchorage, and mounting details.
- 

#### **Responsibilities of Buyer**

- Confirm pole or luminaire locations, supply voltage and phase required for lighting system prior to production
- Provide labor and equipment for installation of electrical distribution system
- Provide labor and equipment for installation of bases and poles
- Buyer is responsible for getting electrical power to the site, coordination with the utility, and any power company fees
- The unloading and storage of the material on site is the responsibility of the buyer

### **Payment Terms**

Final payment terms are subject to approval by Musco credit department. Final payment shall not be withheld by Buyer on account of delays beyond the control of Musco.

### **Delivery Timing**

8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### **Notes**

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = CBC 2025; 95 mi/h, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jasen Deniz  
Sales Executive  
Musco Sports Lighting, LLC  
211 2<sup>nd</sup> Avenue West – PO Box 808  
Oskaloosa, IA 52577, USA  
Phone: 530-812-7022  
E-mail: [jasen.deniz@musco.com](mailto:jasen.deniz@musco.com)

## FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

One of the boxes below **must** be checked, and an executed copy of this form must be provided to the District:

Vendor's employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor's services under this Agreement.

Vendor's employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Vendor's services under this Agreement, and Vendor certifies its compliance with these provisions as follows: "Vendor certifies that it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Vendor's employees, subconsultants, agents, and subconsultants' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent Vendors of the Vendor, who may have contact with District pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."

Vendor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Vendor's employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Vendor's services under this Agreement.

Vendor's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Vendor's employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:

The  installation of a physical barrier at the worksite to limit contact with pupils.

Continual supervision and monitoring of all Vendor's on-site employees of Vendor by an employee of Vendor, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Surveillance of Employees by District personnel.

**Megan's Law (Sex Offenders).** Vendor shall verify and continue to verify that the employees of Vendor that will be on the project site and the employees of the subconsultant(s) that will be on the project site are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

**MUST BE COMPLETED BY VENDOR'S AUTHORIZED REPRESENTATIVE:**

**I am a representative of the Vendor entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Vendor.**

VENDOR

By: \_\_\_\_\_

Name: James Hansen

Title: Secretary

Date: 03/17/2026

## WORKERS' COMPENSATION CERTIFICATE

Labor Code section 3700, in relevant part, provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

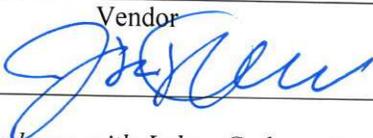
- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.”

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

Musco Sports Lighting, LLC

Vendor

By: \_\_\_\_\_



*In accordance with Labor Code section 1861, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.*

## NON-COLLUSION DECLARATION

*To be executed by the Vendor and submitted with the Project Forms.*

James Hansen, declares that he or she is Secretary of Musco Sports Lighting, LLC, and affirms that the Project proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Project proposal is genuine and not collusive or sham; that the Vendor has not directly or indirectly induced or solicited any other Vendor to put in a false or sham Project proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Vendor or anyone else to put in a sham Project proposal, or that anyone shall refrain from submitting the Project proposal; that the Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the contract price of the Vendor or any other Vendor, or to fix any overhead, profit, or cost element of the contract price, or of that of any other Vendor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the quotation are true and correct; and, further, that the Vendor has not, directly or indirectly, submitted his or her contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, depository, or to any member or agent thereof to effectuate a collusive or sham quotation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 03/17/2026

  
Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway, Suite 120 West Des Moines IA 50266	<b>CONTACT NAME:</b> Francisco Honzura	
	<b>PHONE (A/C. No. Ext):</b> 515-309-6220	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> Francisco_Honzura@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Sentry Insurance Company		24988
<b>INSURER B :</b> Indian Harbor Insurance Company		36940
<b>INSURER C :</b> Travelers Property Casualty Company of America		25674
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**  
 Musco Sports Lighting, LLC  
 211 2nd Ave W  
 Oskaloosa, IA 52577

**COVERAGES**

CERTIFICATE NUMBER: 1445078897

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	9016877004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	9016877003	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9X03061125NF	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	9016877001 9016877002	7/1/2025 7/1/2025	7/1/2026 7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Architects & Engineers Professional Liability & Pollution Liability			CEO742113905	7/1/2025	7/1/2026	Each Claim \$5,000,000 Aggregate \$5,000,000 Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Musco Project - 250792 - Skyline High School Football  
 Oakland Unified School District is shown as Additional Insureds solely with respect to General Liability coverage as evidenced herein on a Primary/Non-Contributory basis and Auto Liability coverage as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of Additional Insured is included under the General Liability, Auto Liability and Worker Compensation as evidenced herein as required by written contract. 30 Days' Notice of Cancellation applies in favor of Certificate Holder as required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Oakland Unified School District 1000 Broadway Oakland CA 94607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b> As required by written contract</p>
---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b> As required by written contract</p>
<p><b>Location And Description of Completed Operations:</b> As required by written contract</p>
<p><b>Additional Premium:</b></p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II - Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION**

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

**1. Additional Insureds - Automatic Status for 12 Additional Insured Types**

- A.** Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
- B.** Lessor of Leased Equipment
- C.** Owners or Other Interests From Whom Land Has Been Leased
- D.** Manager or Lessor of Premise
- E.** Mortgagee, Assignee, or Receiver
- F.** Controlling Interest
- G.** Co-owner Of Insured Premises
- H.** Executors, Administrators, Trustees Or Beneficiaries
- I.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
- J.** Any Person Or Organization You Are Performing Work For
- K.** Vendors
- L.** Grantor of Franchise

**2. Primary and Noncontributory - Other Insurance Condition**

**3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. Additional Insureds - Automatic Status for 12 Additional Insured Types**

**Section II - Who Is An Insured** is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

**A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)**

- 1)** A person or organization with respect to liability for:
  - a.** "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
  - b.** "Personal and advertising injury"; caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

#### **B. Lessor of Leased Equipment**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **C. Owners or Other Interests From Whom Land Has Been Leased**

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

  - a. Any "occurrence" which takes place after you cease to lease that land;
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

**D. Manager or Lessor of Premise**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

**E. Mortgagee, Assignee, or Receiver**

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

**F. Controlling Interest**

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**G. Co-owner Of Insured Premises**

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

**H. Executors, Administrators, Trustees Or Beneficiaries**

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

**I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises**

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

**J. Any Person Or Organization You Are Performing Work For**

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

**K. Vendors**

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
    - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - 2) Any express warranty unauthorized by you;
    - 3) Any physical or chemical change in the product made intentionally by the vendor;
    - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
    - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Subparagraphs d. or f.; or
    - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**L. Grantor of Franchise**

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

- 1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
  - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

**2. Primary And Noncontributory Insurance**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from

any other insurance available to the additional insured.

**3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**NOTICE OF CANCELLATION - CERTIFICATE HOLDERS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL AUTOMOBILE COVERAGE PARTS  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM  
EMPLOYMENT RELATED PRACTICES LIABILITY  
POLLUTION LIABILITY COVERAGE  
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

**Schedule**

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT- CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be  2  % of the California workers' compensation premium otherwise due on such remuneration.

<b>Person or Organization</b>	Schedule	<b>Job Description</b>
		Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Insured 07/01/2025

Policy No. 9016877001 Insurance Company

Endorsement No.

Countersigned by \_\_\_\_\_

**WC 04 03 06**  
(Ed. 4-84)

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**From the WCIRB's California Workers' Compensation Insurance Forms Manual ©2001.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**A. The Who Is An Insured provision of Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

**B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.**

**C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

**Named Insured:**  
**Endorsement Effective Date:**

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

**B. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BLANKET WAIVER OF TRANSFER OF  
RIGHTS OF RECOVERY AGAINST OTHERS  
TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Musco Corporation

**Endorsement Effective Date:** 07/01/2023

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**NOTICE OF CANCELLATION - CERTIFICATE HOLDERS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL AUTOMOBILE COVERAGE PARTS  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM  
EMPLOYMENT RELATED PRACTICES LIABILITY  
POLLUTION LIABILITY COVERAGE  
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

**Schedule**

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.

**Memorandum:**

**Date:** Jan 30, 2026

**To:** Sanchit Prabhakar

**CC:** Preston Thomas, Sele Nadel-Hayes, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Colland Jang, Marcus Board, Jean-Luc Keita, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Memo - Skyline High School - Field Lighting Replacement Project - Design Services & Equipment

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Greetings Mr. Prabhakar,

Please see the LBU Recommendation for the following:

**Project(s):** 26006

**Project Site(s):** Skyline High School

**Project Name:** Field Lighting Replacement Project

**Company:** Musco Lighting | **Scope:** Design Services & Equipment

The services listed above are being procured through a CMAS agreement, thereby foregoing the traditional RFP procurement process. A California Multiple Award Schedule (CMAS) contract is a statewide agreement that allows state and local government agencies to purchase products and services from a pool of suppliers maintained by the California Department of General Services (DGS). CMAS contracts are managed by DGS and offer a wide variety of commodity, non-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive.

Based on the District's decision to utilize a CMAS agreement to procure services, it is recommended to waive the LBU requirements for the above referenced projects.

**LBU Recommendation:**

Full LBU Waiver

If you have any questions, please feel free to contact our team at any time.

Sincerely,

**Tiffany Knuckles**

Local Business Compliance - Officer

360 Total Concept

Oakland Unified School District - Local Business Compliance



**DIVISION OF FACILITIES PLANNING AND MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	<b>Skyline High School Lighting Replacement Project</b>	<b>Site</b>	<b>306</b>
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**Basic Directions**

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

Contractor Name	Musco Sports Lighting, LLC	Agency's Contact	Jensen Deniz			
OUSD Vendor ID #	0008458	Title				
Street Address	100 1st Avenue West-PO Box 808	City	Oskaloosa	State	IA	Zip 52577
Telephone	515-528-2604	Policy Expires				
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
OUSD Project #	26006					

**Term of Original/Amended Contract**

Date Work Will Begin (i.e., effective date of contract)	03-26-2026	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	03-31-2027
		New Date of Contract End (If Any)	

**Compensation/Revised Compensation**

If New Contract, Total Contract Price (Lump Sum)	\$	If New Contract, Total Contract Price (Not To Exceed)	\$507,793.04
Pay Rate Per Hour (If Hourly)	\$	If Amendment, Change in Price	\$
Other Expenses		Requisition Number	

**Budget Information**

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9658/9000	Building fund 21 Measure Y	210-9658-0-9000-8500-6274-306-9180-9906-9999-26006	6274	\$507,793.04

**Approval and Routing (in order of approval steps)**

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
1.	<b>Executive Director of Facilities Planning &amp; Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	03/20/2026		
	<i>Pranita Ranbhise</i>				
2.	<b>Counsel, OUSD</b>	<b>Date Approved</b>	3/17/2026		
	<b>Signature</b>	<i>James Traber</i>			
3.	<b>Chief Systems &amp; Services Officer</b>	<b>Date Approved</b>	03/20/2026		
	<b>Signature</b>	<i>Preston Thomas</i>			
	Preston Thomas (Mar 21, 2026 10:35:52 PDT)				
4.	<b>Chief Financial Officer</b>	<b>Date Approved</b>			
	<b>Signature</b>				
5.	<b>President, Board of Education</b>	<b>Date Approved</b>			
	<b>Signature</b>				