

Spring Branch Independent School District

Agenda Item Information

Date of Board Meeting: February 18, 2025

Subject: Request for Approval of Acceptance of Gifts

Administrator Responsible:

Name: Jennifer Blaine, Ed.D.

Position: Superintendent of Schools

Purpose of Agenda Item: Consent

ADDITIONAL INFORMATION AND/OR BACK-UP:

The Board's approval is requested for the acceptance of gifts. Documentation of gifts is included.

Spring Branch ISD
101920

OTHER REVENUES
GRANTS FROM PRIVATE SOURCES

CDC
(EXHIBIT)

REQUEST FOR ACCEPTANCE OF GIFT

School: Valley Oaks Elementary

Board Policy: CDC(LOCAL)

Description of Gift: regeneration of soccer field
in green space with removal of 1 tree

Donor: Name of Donor/Company/Foundation: Valley Village Dad's Club

Attention (please supply name): Steven Tharpe

Address: 8706 Burkhardt Rd.

City: Houston

State: TX

Zip: 77055

Telephone: 832.563.8512

Where and how will this gift be used: soccer field in Spark Park area

Estimated value (as set by donor): \$91,000

Cost to District (example: pick up, installation, and maintenance): \$0

Principal or department head responsible for adding item to property management inventory system, if applicable: _____

Acceptance recommended: D. Mantel Brooke Mantel
(Principal or Department Head signature)

Date approved by Board: (if \$5,000 or more) _____

Property Management Control No.: (if applicable) _____

In compliance with the Omnibus Budget Reconciliation Act of 1993, this acknowledges the contributions and advises that the District provided no goods or services in consideration, in whole or in part, for any of the contributions described above.

Copy provided to Donor

PROPOSAL FOR ALTERATIONS AND ADDITIONS TO DISTRICT PROPERTY

In an effort to guarantee any alterations or additions to all structures and grounds in the District, appropriate approval must be made prior to any modifications. This form must be filled out by individuals who desire to make such changes and submit to the building principal for consideration.

If the building principal agrees to approve the proposal, he or she must sign the completed form and submit it to the Director of Planning and Construction for review by the Associate Superintendent, who will then coordinate with appropriate departments for consideration.

The plan for alterations and additions will include all structures, athletic fields, courts, and accompanying structures. Also included are alterations or installation of bookcases, cabinets, permanent equipment, anything to be attached to the building (inside and outside), and any other equipment that has not had prior approval for installation in the school building.

*Appropriate policies must be reviewed prior to submitting a proposal. Examples: Policies CLB, FFA, CL, and CDC.

Once the building principal signs off and submits the proposal to the Associate Superintendent, the Director of Planning and Construction will schedule a meeting for all stakeholders required pending scope of the project.

Name of individual submitting proposal: Brooke Monteith
Title: Principal Date: 12-10-24

Description of Proposal:
New sod in watering to soccer field

Specifically how does this proposal support teaching and learning/curriculum and objectives:

This space is used during recess, health fitness, and during community events like Jamboree (fall carnival). It is also accessible after school hours and on the weekends as a spark park.

Describe alterations, additions, and the like. Will this take place in a classroom? *If future projected enrollment requires use of this classroom, it will be returned to a classroom as needed.

regeneration of soccer field in green space with removal of 1 tree

Cost, how will proposal be funded? Campus must follow policy CDC.

\$91,000 - fundraising through Valley Village Dad's Club (501c3) will cover costs

What maintenance and additional costs will be required to support the proposal? How will this be funded?

Weekly field maintenance, watering
-Funded by Valley Village Dad's Club

Grade Level/Group to utilize proposal:

all of school in Spark Park after school hours
in weekends

Additional required signatures as appropriate from departmental designees:

Spring Branch ISD

FACILITIES CONSTRUCTION

CV
(EXHIBIT)

FOR ADMINISTRATOR REQUESTING ADDITIONS OR ALTERATIONS TO DISTRICT
PROPERTY

*The requesting administrator should submit the completed form to the Director of Planning
and Construction.*

B. Monahan Date: 12-10-24
Individual submitting proposal

B. Monahan Date: 12-10-24
Administrator making request

James III Date: 1/27/25
Facilities

Celery Date: 1/27/25
Planning and Construction

Risk Management Date: _____

Shawn [Signature] Date: 02/03/25
Associate Superintendent of Talent & Operations

OTHER SIGNATURES REQUIRED IF APPLICABLE:

Purchasing (if cost or project exceeds \$10,000) Date: _____

Academics Date: _____

Child Nutrition Services Date: _____

[Signature] Date: 2-3-25
Athletics



VALLEY VILLAGE
DAD'S CLUB

December 12, 2024

Principal Monteith and the SBISD school board,

Valley Village Dad's Club has agreed to fund the redevelopment of the VOE green space/soccer and baseball field, adjacent to the playground. We have attached a bid quote for work to be completed by Diamond Kuts, a SBISD approved contractor, for the removal of construction debris and top layer of the current grounds also replacing with new soil and installing an irrigation system and grass/sod. Additionally, Diamond Kuts will be contracted for yearly maintenance of the ball fields inside the running track which will include mowing, fertilizing and clearing of the weeds and maintaining the irrigation system, SBISD will need to mow the unmarked areas on their regular 2 week schedule. Valley Village Dad's Club has agreed to fund the yearly maintenance and water consumption through the district requirements including a separate meter.

Please feel free to contact us for more information as needed.

valleyvillagedadsclub@gmail.com

Thank You,

Steven Thorpe

President, Valley Village Dad's Club



Diamond Kuts
1636 Crestdale Dr
Houston, TX 77080
Phone: 713-724-4086
E-mail: rob@diamondkuts.com

Customer: Valley Oaks Elementary School
Attn: Steven Thorpe
8390 Westview Dr
Houston TX 77055

BID No: VOE001b
BID Date: 12/2/2024

<><> BID <><>

PROJECT DESCRIPTION: ATHLETIC FIELD RENOVATION
TOTAL TURF AREA: 32,000 SQUARE FEET (SEE DIAGRAM)

The scope of work will consist of:

Broadcast spray area with RoundUp PRO to kill all grass & weeds currently in this area. Special attention will be given to preserve trees and landscape areas other than grass. This requires two or three applications, 7-10 days apart to achieve desired results. **(Approx \$1,200.00)**

Till, scrape and screen to remove undesirable soil and construction debris material, approximately 1"-3" as needed. Topdress with up to 2" of fine sand, till to a depth of 3"-4" to prevent soil layering, roll and grade to retain existing grade established for positive drainage. **(Approx \$25,500.00)**

Design and install new irrigation system to cover all turf areas within athletic field area and between gravel track and hardtop on the south side. This includes approximately 60 Hunter I-20 rotors 10 1-1/2" Hunter valves and all piping and wiring as needed, new Hunter ICC2 controller with wireless capability. Also includes installing 2 Quick Couplers (north and south end) for hose connection. **(Approx \$23,000.00)**

Install 32,000 sq ft of Tiffway 419 bermudagrass sod. Provide a 12 week grow-in period including mowing, monitored irrigation, fertilization and insect and weed control. Any use of the new field should be avoided for 6 weeks. Light use of the field permitted for weeks 6-12 after the sod is installed. **(Approx \$36,300.00)**

Bid amount for ATHLETIC FIELD RENOVATION: \$86,000

All work will need to be scheduled and completed during summer break.

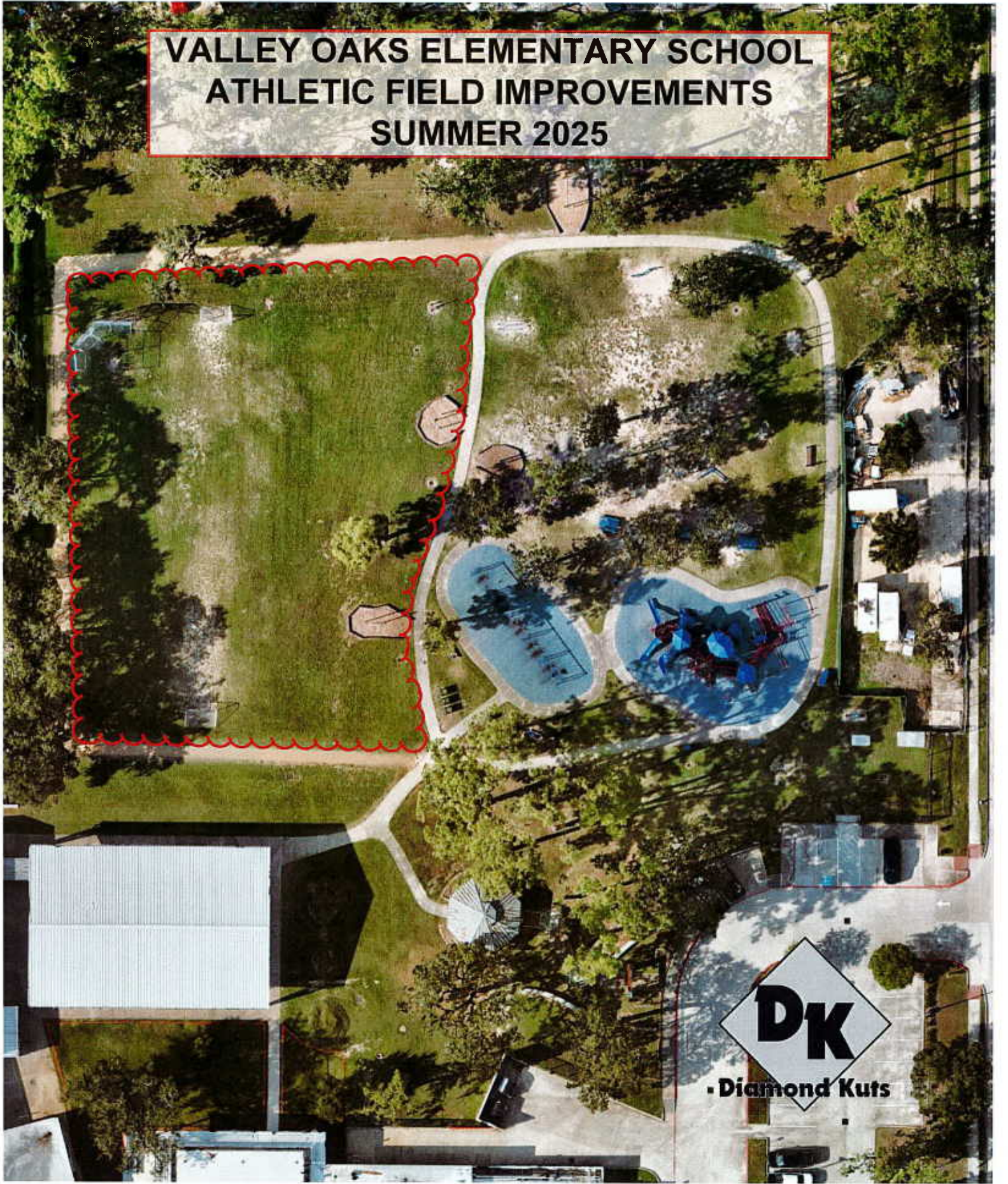
All access to field area should be restricted until job is completed.

A new water meter will be required by SBISD. We estimate the price for a new meter to be \$5,000-\$10,000 and is not included in this bid.

This bid includes all equipment, materials and supplies required to complete the work.

This bid is valid for 30 days.

**VALLEY OAKS ELEMENTARY SCHOOL
ATHLETIC FIELD IMPROVEMENTS
SUMMER 2025**





Valley Oaks Elem School Athletic Field

2025/26 Annual Maintenance Program

Based on treatment area of 32,000 sq ft

| <u>Description of Service</u> | <u>Cost</u> |
|--|-------------------|
| June 2025 | |
| ➤ All JUNE services included in 2025 SUMMER RENOVATION PROGRAM bid | Included |
| July 2025 | |
| ➤ All JULY services included in 2025 SUMMER RENOVATION PROGRAM bid | Included |
| August 2025 | |
| ➤ All AUGUST services included in 2025 SUMMER RENOVATION PROGRAM bid | Included |
| September 2025 | |
| ➤ Fertilize using Anderson 18-0-4 w/42% Barricade (pre-emergent herbicide for early spring weed control @ a rate of 5.5 lbs per 1,000 sq ft (1 lb N) | \$375.00 |
| ➤ Broadcast Advion® fire ant bait to control fire ants | \$285.00 |
| October 2025 | |
| ➤ No services recommended | \$0.00 |
| November 2025 | |
| ➤ Core Tine Aeration & screen drag to break up dirt cores (includes marking sprinkler heads) | \$300.00 |
| ➤ Overseed with Premium Perennial Ryegrass @ a rate of 12 lbs per 1,000 sq ft | \$1,425.00 |
| ➤ Fertilize using Pro Peat 13-5-8 @ a rate of 200 lbs per acre | \$260.00 |
| December 2025 | |
| ➤ No services recommended | \$0.00 |
| January 2026 | |
| ➤ Fertilize using Pro Peat 17-0-4 @ a rate of 200 lbs per acre | \$280.00 |
| February 2026 | |
| ➤ Broadcast Advion® fire ant bait to control fire ants | \$285.00 |
| March 2026 | |
| ➤ Fertilize using 28-3-10/50PSCU/4FE | \$310.00 |
| ➤ Herbicide treatment to control insects & weeds. Application 1 of 2 | \$625.00 |
| April 2026 | |
| ➤ Herbicide treatment to control insects & weeds. Application 2 of 2 | \$625.00 |
| May 2026 | |
| ➤ Core Tine Aeration & screen drag to break up dirt cores (includes marking sprinkler heads) | \$300.00 |
| ➤ Topdress with fine sand @ ¼" depth (playing field 32,000 sq ft area) | \$1,325.00 |
| ➤ Fertilize using Pro Peat 17-0-4 @ a rate of 200 lbs per acre | \$280.00 |
| Total: | \$6,675.00 |

RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT

This Right of Entry and Construction Agreement (the "Agreement"), dated December 9, 2024, Diamond Kuts and Spring Branch Independent School District (the "District"). The District and the Diamond Kuts are herein collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the District is the owner of certain property known as Valley Oak Elementary, located at 8390 Westview Dr, Houston TX 77055 (the "District's Property");

WHEREAS Diamond Kuts desires to utilize a portion of the District's Property for the purpose of playground renovations subject to the terms and conditions set forth below; and

WHEREAS the District desires Diamond Kuts to utilize the District's Property for purposes of the playground renovations, subject to the terms and conditions set forth below;

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the execution of this Agreement, the Parties hereby agree as follows:

1. Right of Entry.

a. The District hereby grants to Diamond Kuts and Diamond Kuts applicable employees, contractors, and representatives, a right of entry ("Right of Entry") over and across the District's Property for purposes related to the construction and/or installation of playground renovations, subject to the terms set forth in Section 2(b), below.

2. Construction Requirements.

a. Valley Village Dad's Club shall engage the services of Diamond Kuts (the "Contractor") pursuant to a separate agreement to perform the construction and/or installation of the playground renovations, which shall be performed in accordance with the estimate attached hereto as Exhibit A and incorporated herein by reference.

b. Prior to the commencement of any installation or construction activities related to the playground renovations, Diamond Kuts shall provide written notice to the District Attn: Travis Stanford, and receive a written notice to proceed from the District setting forth the permitted dates and times to perform such installation and/or construction. In addition, all plans and specifications related to the installation and/or construction of the playground renovations shall be subject to the District's prior written approval. Diamond Kuts shall submit all such plans and specifications to the District for its approval, and shall obtain such approval from the District, prior to the commencement of any installation or construction activities by Contractor.

c. To the extent that any digging or excavation will be necessary in connection with the construction and/or installation of the playground renovations, Diamond Kuts shall first obtain a survey of the subject property to determine the location of any underground utility, fiber optic, and similar facilities and lines, by contacting the Center Point Energy "Call Before You Dig" Service.

d. Diamond Kuts hereby assigns to the District any and all warranties and claims it may have or accrue against Contractor arising out of the Valley Village Dad's Club agreement with the Contractor and/or Contractor's performance of any work related to the construction or installation of the playground renovations.

e. Contractor must satisfy the Insurance Requirements specified in Exhibit B, attached hereto and incorporated herein by reference.

f. Prior to the commencement of any installation or construction activities, Valley Village Dad's Club shall cause the Contractor to complete and return to the District the "Contractor Certification" regarding the criminal history of covered employees, attached hereto as Exhibit C and incorporated herein by reference.

g. Any agreement between the Valley Village Dad's Club and the Contractor shall provide, and Diamond Kuts shall ensure, that all workers on the project are paid the minimum prevailing wage rate adopted by the District, as set forth in Exhibit D. Diamond Kuts shall indemnify and hold the District harmless from any and all damages, costs, penalties, fines or other liabilities arising from Diamond Kuts breach of this provision.

3. Miscellaneous.

a. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, excluding any conflict of laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction.

b. Subject to any terms or provisions hereof to the contrary, this Agreement shall be effective on the Effective Date and shall remain in effect for a term of 60 days following commencement of the installation and construction activities (the "Term").

c. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter contemplated hereby, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof.

d. This Agreement may be amended or modified only by a written instrument executed by both Parties hereto.

e. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

f. All notifications under this Agreement shall be sent by certified U.S. mail return receipt requested. All notifications shall be sent to following mailing address and fax number:


If to **District**: Spring Branch ISD
Attn: Associate Sup. of Operations
1066 Gessner Rd., Building A
Houston, TX 77055

If to **Diamond Kuts** : Diamond Kuts
Attn: Rob Smith
1636 Crestdale Dr
Houston TX 77080

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands hereto, effective as of the Effective Date above defined.

Diamond Kuts :

By: 
Name: Robert M Smith
Title: Owner
Date: December 9, 2024

DISTRICT:

By: Spring Branch ISD

Name: _____

Title: Associate Sup. of Operations

Date: _____

EXHIBIT A

[See attached]

EXHIBIT B
INSURANCE REQUIREMENTS

It is suggested that this Exhibit be provided to the Contractor's insurance provider.

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and accepted by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

| <u>Insurance Required</u> | <u>Limit Required</u> |
|--|---|
| Automobile Liability insurance covering Any Auto | \$1,000,000 Combined Single Limit |
| Comprehensive (Commercial) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed. | \$1,000,000 Occurrence \$2,000,000 Aggregate \$1,000,000 Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments Per Project Aggregate (CG 70 49) Evidence of coverage must be shown on certificates of insurance. |
| Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act | Statutory Limits |
| Employers Liability insurance | \$100,000 per employee/accident and \$500,000 policy limit. |

Insurance Conditions

All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

All certificates must include:

1. The location or description and the bid number (if applicable), CSP number or Purchase Order number
2. A 60 day notice of cancellation of any non-renewal, cancellation or material change to any of the policies
3. "Additional Insured" on the Property, General Liability and Automobile Liability and Liability policies naming the District.
4. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, and Automobile Liability policies
5. In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the District as Additional Insured, and (b) showing waivers of subrogation in favor of the District: CG2010, CG2037, CG2404, CA0070, CA0032, WC0003 or their equivalents.

All insurance must be maintained for one year following substantial completion with Certificates of Insurance provided.

Contractor shall be responsible for payment of all deductibles; the District shall approve the deductibles selected.

If any policy has aggregate limits, a statement of claims against the aggregate limits is required.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory laws, court decisions or potential increase in exposure to loss.

EXHIBIT C
Contractor Certification

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of Diamond Kuts ("Contractor"), I certify that [check one]:

Contractor has no employees; Contractor provides services to the District as an individual and has or will have direct contact with students. Contractor certifies that Contractor does not have a disqualifying criminal history.

Or


None of Contractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Contractor's employees are *covered employees*. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a disqualifying criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.



Signature

December 9, 2024

Date

EXHIBIT D
Prevailing Wage Rates for District

[Attach adopted rates]



ADDITIONAL REMARKS SCHEDULE

| | | | |
|-----------------------------|------------|---|--|
| AGENCY Cadence Insurance | | NAMED INSURED S&V Diamond Kuts LLC DBA Diamond Kuts 1636 Crestdale Dr Houston TX 77080 | |
| POLICY NUMBER: | | EFFECTIVE DATE: | |
| CARRIER: | NAIC CODE: | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The general liability policy includes a blanket waiver of subrogation endorsement that provides this feature only to the person or organization for whom the named insured has agreed in a written contract that requires such status.

30 day notice of cancellation is provided when required by written contract except 10 days in the event of cancellation for non-payment of premium.