

## Summary of Gifts

**September 2025**

	A	B	C	D	E	F	G
1	School/Dept.	Description	Donor	Contact	Address 1	Address 2	Est. Value
2	Bunker Hill Elementary	Funds to be used for maintenance of the BHE Field and Track	BHE Dad's Club	Adam Stellar	11950 Taylorcrest Rd.	Houston, TX 77024	\$ 34,200.00
3	Bunker Hill Elementary	Funds to support the removal of pavers from site to be engraved onsite by contractor and reinstalled	BHE PTA	Rebecca Alsup	11950 Taylorcrest Rd.	Houston, TX 77024	\$ 12,207.20
4	Pine Shadows Elementary	40 Trees	Trees for Houston	Bailey Rohde	1911 W. 34th Street	Houston, TX 77018	\$ 15,500.00
8	Rummel Creek Elementary	Installation of shade structure over playground and two additional benches added to the back of the campus	RCE Men's Club	Joseph Pitzinger	739 Brittmoore Rd	Houston, TX 77079	\$ 75,000.00
9	Valley Oaks Elementary	Planting of 21 (15-gallon) shade trees and 4 (15-gallon) pollinator trees, including 2 years of maintenance/watering	Valley Village Dad's Club	Steven Thorpe	8706 Burhart Rd	Houston, TX 77055	\$ 10,000.00
10	Memorial High School	Baseball Program Uniforms and Bags	MHS Booster Club	MHS Booster Club	935 Echo Lane	Houston, TX 77024	\$ 15,500.00
11	Memorial Drive Elementary	St. Augustine sod in the SE corner of the MDE courtyard and around the heritage oak trees lining smithdale.	MDE Dad's Club	Brandt Dillon	11007 Landon Lane	Housto, TX 77024	\$ 20,000.00
12							
13							

Spring Branch ISD  
101920

OTHER REVENUES  
GIFTS AND SOLICITATIONS

CDC  
(EXHIBIT)

REQUEST FOR ACCEPTANCE OF GIFT

School: Bunker Hill Elementary

Board Policy: CDC(LOCAL)

Description of Gift: Funds to be used for maintenance of the Bunker Hill field and track.

Donor:

Name of Donor/Company/Foundation: BHE Dad's Club

Attention (please supply name): Adam Stellar, Bond Robinson

Address: 11950 Taylorcrest Rd.

City: Houston

State: TX

Zip: 77024

Telephone: 713-251-5400

Where and how will this gift be used: General Maintenance of Sports Field & Track Area

Estimated value (as set by donor): \$2850 per month = Total \$34,200.00

Cost to District (example: pick up, installation, and maintenance): NA

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

Acceptance recommended: Desiree Rios  
(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

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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: Desiree Rios  
Title: Bunker Hill Principal Date: 12-3-24

Description of Proposal:

I propose that we accept funds from the Bunker Hill Dad's Club for weekly maintenance of the Sports Field and Track Area at Bunker Hill Elementary.

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

This will allow for extensive use of the field by all BHE students, as well as community groups. The maintenance program will ensure safe, quality and effective use of the track and field areas.

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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.

This maintenance occurs outdoors, thus there is no impact to classrooms or the learning environment.

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

This is a BHE Dad's Club donation in the amount of \$2850 per month for a total gifted donation of \$34,200.00.

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

No additional maintenance or costs are expected.

Grade Level/Group to utilize proposal:

All students and staff at BHE will benefit from this project. We are proud of our beautiful campus and will be used by the BHE and Spring Branch community groups.

Additional required signatures as appropriate from departmental designees:

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.*

Debrae Reos Date: 12-3-24  
Individual submitting proposal

Debrae Reos Date: 12-3-24  
Administrator making request

Jan Date: 6/18/25  
Facilities

W Bry Date: 6/24/25  
Planning and Construction

\_\_\_\_\_  
Risk Management Date: \_\_\_\_\_

James L. Rees Date: 07/04/2025  
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: \_\_\_\_\_

\_\_\_\_\_  
Athletics Date: \_\_\_\_\_



Dr. Rios and the SBISD School Trustees,

The Bunker Hill Dad's Club has agreed to fund the maintenance of the sports field and track area on the Bunker Hill Campus. We have attached the bid quote for work to be completed by Landscapes by Phillip, a SBISD approved contractor, for the weekly maintenance of the field. The Bunker Hill Dad's Club has agreed to fund the yearly maintenance and water consumption through the district requirements including a separate meter.

The Bunker Hill Dad's Club will also manage the use of the field and track through an online scheduler for our community. Signage on the entry gate will direct teams and families of who to contact for schedule and usage. Time slots will only be available after school hours and on weekends. Nothing will be scheduled during school hours.

Please feel free to contact us for more information as needed at (817) 876-0832 or [abstellar@gmail.com](mailto:abstellar@gmail.com).

Thank you,

Adam Steller

President, Bunker Hill Dad's Club

# ESTIMATE

Landscapes by Phillip  
PO Box 87461  
Houston, TX 77287-7461

phlandscapes@gmail.com  
+1 (713) 409-4181

## LANDSCAPES BY PHILLIP

### Bunker Hill Elementary

**Bill to**  
Bunker Hill Elementary  
11950 Taylorcrest  
Houston, Tx 77024

#### Estimate details

Estimate no.: 1015  
Estimate date: 09/14/2023

Product or service		Amount
1. <b>Proposal is for 45 visits a year</b>	1 unit x \$0.00	\$0.00
2. <b>Areas of responsibility</b> Athletic field & Area near the track including young trees	1 unit x \$0.00	\$0.00
3. <b>Field Mowing</b> Field will be mowed using a reel mower (Golf Course equipment). The area surrounding field will be serviced with rotary blade mower	1 unit x \$0.00	\$0.00
4. <b>Top Dressing</b> Application of 3 loads of sand (Mason Sand) utilizing top dressing machines	1 unit x \$0.00	\$0.00
5. <b>Ariation</b> Ariation will be performed 3x Per year during the growing season	1 unit x \$0.00	\$0.00
6. <b>Fertilizer application</b> Field application will be performed 6x per year using different custom blends depending on time of season		\$0.00
7. <b>Weed Control Application</b> Field weed control application will be applied up to 3x per year		\$0.00
8. <b>Insecticide Control</b> Insecticide application & Ant Control Granular will be applied on a monthly basis Other Pests will be treated as they appear		\$0.00
9. <b>Irrigation supplies</b> All Irrigation on the field & outside the track is included in service. Any replacements/Parts billed to customer	1 unit x \$0.00	\$0.00
10. <b>Total for monthly Service Charge</b>		\$2,875.00

11. **Services**

1 unit x \$0.00

\$0.00

Field Striping:

Full Football Field: Hash Marks, Numbers, and Arrows: \$750.00

Football Field: Lines and Hash Marks only: \$400.00

Field Hockey: \$375.00

Boys/Girls Lacrosse: \$375.00

**Total**

**\$2,875.00**





Payment receipt

**You paid \$2,850.00**

to Landscapes by Phillip on 11/6/2024

Invoice no.	1575
Invoice amount	\$2,850.00
Total	\$2,850.00
Status	Paid
Payment method	Bank
Authorization ID	AAB1OMFV

Thank you

**Landscapes by Phillip**

+17134094181

phlandscapes@gmail.com

PO Box 87461, Houston, TX 77287-7461

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

## RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT

This Right of Entry and Construction Agreement (the "Agreement"), dated **December 12, 2024** between the **Bunker Hill Elementary Dad's Club** and Spring Branch Independent School District (the "District"). The District and the **BHE Dad's Club** are herein collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the District is the owner of certain property known as **Bunker Hill Elementary School**, located at **11950 Taylorcrest Road, Houston, TX 77024** (the "District's Property");

WHEREAS **the BHE Dad's Club** desires to utilize a portion of the District's Property for the purpose of **General Maintenance of the Sport Track and Field Area** subject to the terms and conditions set forth below; and

WHEREAS the District desires **the BHE Dad's Club** to utilize the District's Property for purposes of the **General Maintenance of the Sport Track and Field Area** 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 **the Bunker Hill Elementary Dad's Club** applicable employees, contractors, and representatives, a right of entry ("Right of Entry") over and across the District's Property for purposes of **General Maintenance of the Sport Track and Field Area**, subject to the terms set forth in Section 2(b), below.

### 2. Construction Requirements.

a. **The BHE Dad's Club** shall engage the services of **Landscapes by Phillip** ("Contractor") pursuant to a separate agreement to perform the General Maintenance of the Sport Track and Field Area 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 **BHE Dad's Club**, the **BHE Dad's Club** 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 **General Maintenance of the Sport Track and Field Area** shall be subject to the District's prior written approval. **BHE Dad's Club** 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 **General Maintenance of the Sport Track and Field Area**, the **BHE Dad's Club** 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. The BHE Dad's Club hereby assigns to the District any and all warranties and claims it may have or accrue against Contractor arising out of the BHE Dad's Club agreement with the Contractor and/or Contractor's performance of any work related to the construction or installation of the General Maintenance of the Sport Track and Field Area.

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, the **BHE 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 the BHE Dad's Club and the Contractor shall provide, and the BHE Dad's Club 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. The **BHE Dad's Club** shall indemnify and hold the District harmless from any and all damages, costs, penalties, fines or other liabilities arising from the BHE Dad's Club's 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 \_\_\_\_\_:

Attn: \_\_\_ Bunker Hill Elementary  
Dads Club \_11950 Taylorcrest Rd.  
Houston, TX 77024\_\_\_

[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.

12/11/2024

By: FERNANDO DUARTE  
Name: FERNANDO DUARTE  
Title: Owner  
Date: 12/11/2024

**DISTRICT:**

By: Spring Branch ISD

Name: \_\_\_\_\_

Title: Associate Sup. of Operations

Date: \_\_\_\_\_

**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.

<b><u>Insurance Required</u></b>	<b><u>Limit Required</u></b>
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> 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.
<b>Workers Compensation</b> 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".





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2024

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>		<b>CONTACT NAME:</b> CUSTOMER SERVICE	
Larios Agency		<b>PHONE (A/C, No, Ext):</b> (281) 379-4820	
1560 W. BAY AREA BLVD		<b>FAX (A/C, No):</b>	
SUITE 185		<b>E-MAIL ADDRESS:</b> TXAGENCYSERVICING@OUTLOOK.COM	
FRIENDSWOOD, TX 77546		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>		<b>INSURER A:</b> FARMERS INS EXCH	
LANDSCAPES BY PHILLIP LLC		<b>INSURER B:</b> FARMERS TX CNTY MUT INS CO	
4011 DE LEON ST		<b>INSURER C:</b> FIRE INS EXCH	
HOUSTON TX 77087-5515		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****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	ADDITIONAL SUBROGATION (INS/D WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		607021822	01/06/2024	01/06/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	<b>AUTOMOBILE LIABILITY</b>		607021860	01/06/2024	01/06/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 100,000 CSL
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		A07521557	01/31/2024	01/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

Bunker Hill Elementary Dad's Club	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
11950 Taylorcrest Rd	AUTHORIZED REPRESENTATIVE
Houston TX 77024	Cristian Larios

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**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 Landscapes by Phyllis ("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

Date

12/11/2024



Spring Branch ISD  
101920

OTHER REVENUES  
GIFTS AND SOLICITATIONS

CDC  
(EXHIBIT)

REQUEST FOR ACCEPTANCE OF GIFT

School: Bunker Hill Elementary

Board Policy: CDC(LOCAL)

Description of Gift: Funds to support the removal of pavers from site to be engraved onsite by contractor and reinstalled onsite.

Donor:

Name of Donor/Company/Foundation: BHE PTA through SBEF

Attention (please supply name): BHE President, Rebecca Alsop

Address: 11950 Taylorcrest Drive

City: Houston

State: TX

Zip: 77024

Telephone: 713-251-5400

Where and how will this gift be used: Enhance campus walkway with commemorative bricks

Estimated value (as set by donor): \$12,207.20

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: [Signature] BHE Principal  
(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

DATE ISSUED: 5/31/2007  
LDU 2007.04  
CDC(EXHIBIT)-X

1 of 1

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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: Desiree Rios  
Title: Principal Date: August 10, 2025

Description of Proposal: I propose that we accept funds from the BHE PTA to support the removal, engraving and replacement of pavers on the walkway at Bunker Hill.

Funds are currently held by SBEF.

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

This project will enhance the brick paver area outside the library, adding beautification to the campus.

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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.

Additions are all outdoors, thus  
no impact to classrooms

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

PTA donation of \$12,207.20, currently  
in SBEF account earmarked for  
BHE project

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

No additional maintenance or  
costs are expected.

Grade Level/Group to utilize proposal:

All students and staff will enjoy the  
paver patio area and walkway!

Additional required signatures as appropriate from departmental designees:

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.*

Desiree Rice, Principal Date: 8-10-25  
Individual submitting proposal

Desiree Rice, Principal Date: 8-10-25  
Administrator making request

[Signature] Date: 9/09/25  
Facilities

[Signature] Date: 9/5/25  
Planning and Construction

\_\_\_\_\_  
Risk Management Date: \_\_\_\_\_

[Signature] Date: 09/10/2025  
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: \_\_\_\_\_

\_\_\_\_\_  
Athletics Date: \_\_\_\_\_



**Estimate Details**  
Labor - Material - Equipment  
Sr. Estimator Val Bankston  
Jamail & Smith Construction, LP  
728-24 - 2024 BUYBOARD JOC RSMEANS - 2 YEAR CONTRACT - 4/01/2024  
to 3/31/2026

**Estimator: Sr. Estimator Val Bankston**

**SBISD Bunker Hill Pavers PH2**

**Division Summary (MF04)**

01 - General Requirements	\$11,199.00
02 - Existing Conditions	
03 - Concrete	
04 - Masonry	\$1,500.00
05 - Metals	
06 - Wood, Plastics, and Composites	
07 - Thermal and Moisture Protection	
08 - Openings	
09 - Finishes	
10 - Specialties	\$4,040.00
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	
25 - Integrated Automation	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternate	
Trades	
Assemblies	
FMR	
<b>MF04 Total (Without totalling components)</b>	<b>\$16,739.00</b>

**Totalling Components**

Priced Line Items(Right Hand)	\$16,739.00
RSMeans HOUSTON, TX CCI 2025Q1, 84.70%	\$(2,561.07)

2024 Buy Board JOC Jamail Standard (-16.0000%)	\$(2,268.47)
Bond (2.5000%)	\$297.74

**Material, Labor, and Equipment Totals (No Totalling Components)**

Material:	\$2,068.00
Labor:	\$14,576.40
Equipment:	\$94.60
Other:	\$0.00
Laborhours:	36.00
Green Line Items:0	\$0.00

**Priced/Non-Priced**

Total Priced Items:	4	\$16,739.00	
Total Non-Priced Items:	0	\$0.00	0.00%
	4	\$16,739.00	

**Grand Total** **\$12,207.20**



## Estimate Details

Estimator: Sr. Estimator Val Bankston

### Totalling Component Details

Description	Item Count	Applicable Amount	Applied Amount	Applied Result	Balance
<b>Priced Line Items(Right Hand)</b> Included in Total: Yes Type:Total, Master Format Type: MF04 Values:Total Includes: Priced Filtering: O&P Line Items	4	\$16,739.00		\$16,739.00	\$16,739.00
<b>RSMeans HOUSTON, TX CCI 2025Q1, 84.70%</b> Included in Total: Yes Type:RSMeans CCI (Project Level) RSMeans HOUSTON, TX CCI 2025Q1, 84.70% ZIP:770-772 Subtotal based on 1 items: "Priced Line Items(Right Hand)"		\$16,739.00	(15.3000)%	\$(2,561.07)	\$14,177.93
<b>2024 Buy Board JOC Jamail Standard</b> Included in Total: Yes Type:Percentage (Project Level) Subtotal based on 2 items: "Priced Line Items(Right Hand)", "RSMeans HOUSTON, TX CCI (Current)"		\$14,177.93	(16.0000)%	\$(2,268.47)	\$11,909.46
<b>Bond</b> Included in Total: Yes Type:Percentage (Project Level) Subtotal based on 3 items: "2024 Buy Board JOC Jamail Standard", "Priced Line Items(Right Hand)", "RSMeans HOUSTON, TX CCI (Current)"		\$11,909.46	2.5000 %	\$297.74	\$12,207.20

## Estimate Details

Estimator: Sr. Estimator Val Bankston

SBISD Bunker Hill Pavers PH2

Item	Description	UM	Crew	Quantity	Material	Labor	Equipment	Unit Cost	Total
<b>01 - General Requirements</b>									
1	01-31-13-20-0200 Field personnel, project manager, average PROJECT MANAGEMENT	Week		1.0000	0.00	3,749.00	0.00	\$3,749.00	\$3,749.00
2	01-31-13-20-0260 Field personnel, superintendent, average PROJECT SUPERINTENDENT	Week		2.0000	0.00	3,725.00	0.00	\$3,725.00	\$7,450.00
<b>01 - General Requirements Total</b>					0.00	11,199.00	0.00		<b>\$11,199.00</b>
<b>04 - Masonry</b>									
3	04-01-20-52-9000 Cleaning masonry, minimum labor/equipment charge TO LIGHT SANDBLAST 40 SF OF PAVERS	Job	D-04	1.0000	0.00	1,405.40	94.60	\$1,500.00	\$1,500.00
<b>04 - Masonry Total</b>					0.00	1,405.40	94.60		<b>\$1,500.00</b>
<b>10 - Specialties</b>									
4	10-14-23-13-7030 Wayfinding signage, custom, plastic, flexible, 1/8" thick, 6" x 12", including mounting QUANTITY OF 1844 LETTERS TO ENGRAVE IN PAVERS	Ea.	1 CARP	80.0000	25.85	24.65	0.00	\$50.50	\$4,040.00
<b>10 - Specialties Total</b>					2,068.00	1,972.00	0.00		<b>\$4,040.00</b>
<b>Estimate Grand Total</b>									<b>12,207.20</b>

REQUEST FOR ACCEPTANCE OF GIFT

School: Pine Shadows Elementary

Board Policy: CDC(LOCAL)

Description of Gift: 40 Trees

Donor:

Name of Donor/Company/Foundation: Trees for Houston

Attention (please supply name): Bailey Rohde

Address: 1911 W. 34th Street

City: Houston

State: TX

Zip: 77018

Telephone: (713) 840-8733

Where and how will this gift be used: Trees will be planted in the playground/Spark Park  
to provide shaded areas for students and the community.

Estimated value (as set by donor): \$15,500

Cost to District (example: pick up, installation, and maintenance): None

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

Aylin Martinez

Acceptance recommended:   
(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



FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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: Aylin Martinez

Title: Principal

Date: 8-14-2025

Description of Proposal:

An addition of 40 trees, a donation from Trees for Houston, will be planted on the recess playground/Spark Park area to provide shade for students during recess and for our community after school.

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

The trees will provide shaded areas for classes to take advantage of outdoor activities, including, but not limited to, physical exercise during Health & Fitness, outdoor labs/experiments for Science, and various projects during Art.

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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.

The addition of trees will take place in the playground/Spark Park area. The attached map shows the planned location of the 40 trees to be planted.

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

The 40 trees planted are a donation from Trees of Houston.

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

Trees of Houston will water the trees for two years.

Grade Level/Group to utilize proposal:

All students and staff at PSE, and community members will have access to the shaded areas that the trees will provide.

Additional required signatures as appropriate from departmental designees:

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.*

Aylin Martinez \_\_\_\_\_ Date: 8-14-2025  
Individual submitting proposal

 \_\_\_\_\_ Date: 8/14/25  
Administrator making request

 \_\_\_\_\_ Date: 9/4/25  
Facilities

 \_\_\_\_\_ Date: 9/4/25  
Planning and Construction

\_\_\_\_\_ Date: \_\_\_\_\_  
Risk Management


 \_\_\_\_\_ Date: 09/04/2025  
Associate Superintendent of Talent & Operations

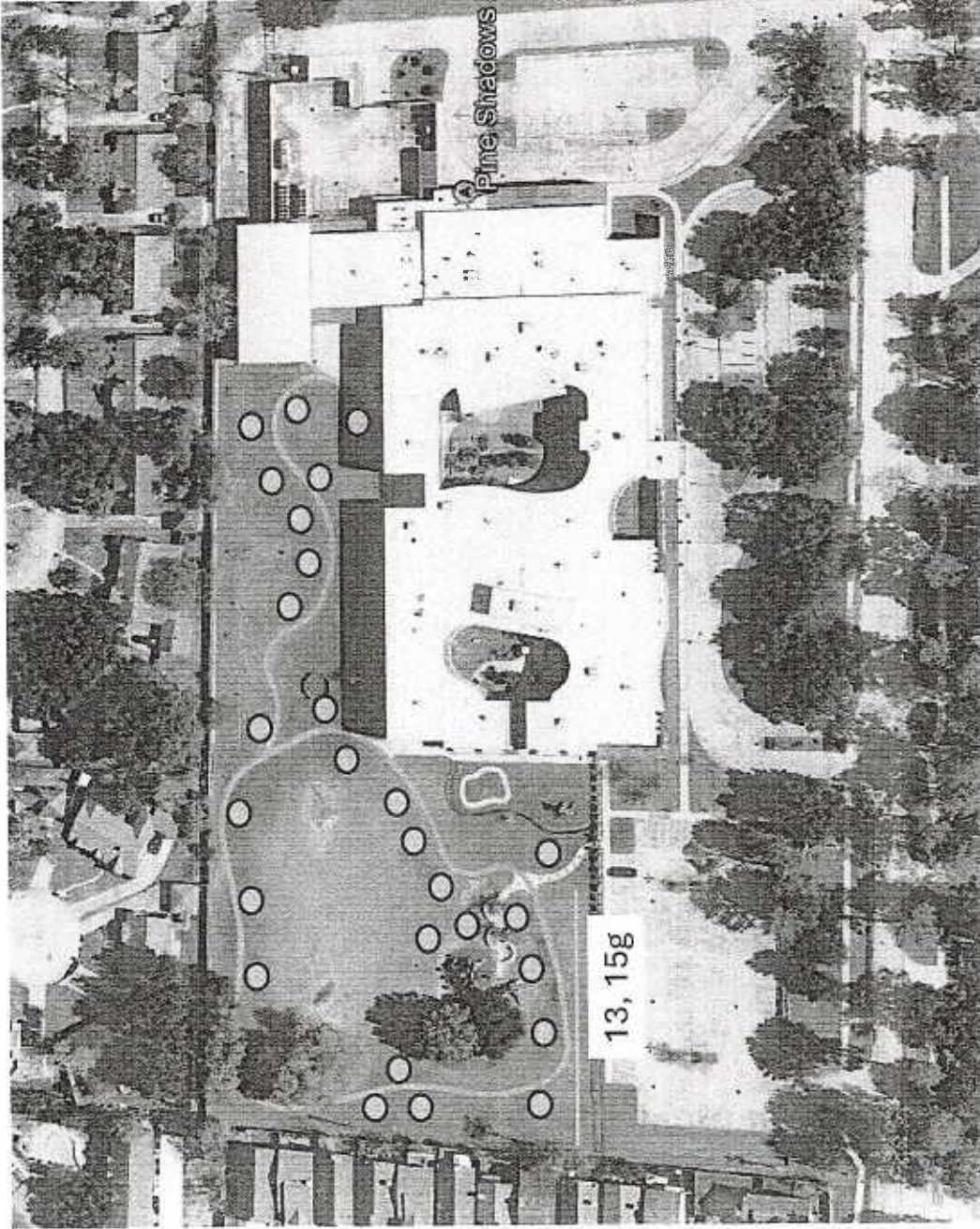
OTHER SIGNATURES REQUIRED IF APPLICABLE:

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Academics

\_\_\_\_\_ Date: \_\_\_\_\_  
Child Nutrition Services

 \_\_\_\_\_ Date: 8/18/2025  
Athletics



## Trees For Houston Planting

### Proposal

Pine Shadows Elementary

- 40, 15g Trees

#### **Commonly Planted Trees:**

Cedar Elm, American Elm,  
Shumard Oak, Live Oak,  
Southern Magnolia,  
Sycamore, Bald Cypress, and  
Loblolly Pine.

*\*Trees For Houston will plant, maintain & water for 2 year*



## RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT

This Right of Entry and Construction Agreement (the "Agreement"), dated August 14, 2025 Trees for Houston and Spring Branch Independent School District (the "District"). The District and the Pine Shadows Elementary are herein collectively referred to as the "Parties" and individually as a "Party".

WHEREAS the District is the owner of certain property known as Pine Shadows Elementary, located at 9900 Neuens Rd., Houston (the "District's Property");  
TX, 77080

WHEREAS Trees for Houston desires to utilize a portion of the District's Property for the purpose of installation of trees subject to the terms and conditions set forth below; and

WHEREAS the District desires Trees for Houston to utilize the District's Property for purposes of the installation of trees, 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 Trees for Houston and \_\_\_\_\_ 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 trees, subject to the terms set forth in Section 2(b), below.

### 2. Construction Requirements.

a. Pine Shadows Elementary shall engage the services of Trees for Houston (the "Contractor") pursuant to a separate agreement to perform the construction and/or installation of the trees, 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 trees, Trees for Houston 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 trees shall be subject to the District's prior written approval. Trees for Houston 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 trees, Trees for Houston 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. Trees for Houston hereby assigns to the District any and all warranties and claims it may have or accrue against Contractor arising out of the Trees for Houston agreement with the Contractor and/or Contractor's performance of any work related to the construction or installation of the trees.

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, Pine Shadows Elementary 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 Trees for Houston and the Contractor shall provide, and Trees for Houston 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. Trees for Houston shall indemnify and hold the District harmless from any and all damages, costs, penalties, fines or other liabilities arising from the installation of trees 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 Trees for Houston

Trees for Houston  
Attn: Bailey Rohde  
1911 W. 34th Street  
Houston, TX 77018

[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.

Trees for Houston :

By: Bailey Rohde  
Name: Bailey Rohde  
Title: Education Coordinator  
Date: August 14, 2025

8/14/2024

**DISTRICT:**

By: Spring Branch ISD

Name: \_\_\_\_\_

Title: Associate Sup. of Operations

Date: \_\_\_\_\_



**EXHIBIT A**

*[See attached]*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2025

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 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).

**PRODUCER**  
Bowen, Milette & Britt Insurance Agency, LLC  
2800 North Loop West, Suite 1100  
Houston TX 77092

CONTACT NAME: Hazlett Bravo

PHONE (A/C, No, Ext): 713-880-7100

FAX (A/C, No): 713-880-7166

E-MAIL ADDRESS: hbravo@bmbinc.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins Co.

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**INSURED**  
Trees for Houston  
10401 Stella Link Road  
Houston TX 77025

TREESFORHO

**COVERAGES**

CERTIFICATE NUMBER: 210695120

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	ADOL SUBR INSD 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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	PHPK2635330012	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y Y	PHPK2635330012	12/18/2024	12/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<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	Y Y	PHUB893288012	12/18/2024	12/18/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: Contact person as shown above.

General Liability:

Blanket additional insured Ongoing Operations per form # PIGLDHS 10/11

Blanket waiver of subrogation per form # PIGLDHS 10/11

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Spring Branch ISD  
955 Campbell Rd.  
Houston TX 77024

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Trees for Houston 10401 Stella Link Road Houston TX 77025
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

## Automobile:

Blanket additional insured per form # PICA001 0915

Blanket waiver of subrogation per form # PICA001 0915

## Umbrella:

Blanket additional insured per form # PICXL001 0314

Blanket waiver of subrogation per form # PICXL001 0314



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/29/2025

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> Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	<b>CONTACT NAME:</b> Justworks Customer Success	
	<b>PHONE (A/C, No, Ext):</b> (888) 534-1711	<b>FAX (A/C, No):</b>
<b>INSURED</b> Justworks Employment Group LLC PO Box 7119 Church Street Station New York, NY 10008-7119	<b>E-MAIL ADDRESS:</b> support@justworks.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> American Zurich Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 40142		

## COVERAGES

CERTIFICATE NUMBER: 25NY0171228461

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<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	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A	WC 00-94-236-09	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
			<b>Location Coverage Period:</b>	06/01/2025	06/01/2026	<b>Client#</b> 166890-TX

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

Coverage is provided for only those co-employees of, but not subcontractors to:  
Alt. Emp: Trees For Houston  
1911 W. 34th Street  
Houston, TX 77018

## CERTIFICATE HOLDER

## CANCELLATION

Spring Branch ISD  
955 Campbell Rd.  
Houston, TX 77024

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



**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 Trees for Houston ("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.

Susy Perez  
Signature

8/14/2024  
Date

**EXHIBIT D**  
**Prevailing Wage Rates for District**

*[Attach adopted rates]*

Spring Branch ISD  
101920

OTHER REVENUES  
GIFTS AND SOLICITATIONS

CDC  
(EXHIBIT)

REQUEST FOR ACCEPTANCE OF GIFT

School: Rummel Creek Elementary

Board Policy: CDC(LOCAL)

Description of Gift: Installation of shade structure over playground and two additional benches added to the back of the campus.

Donor:

Name of Donor/Company/Foundation: Rummel Creek Men's Club

Attention (please supply name): Joseph Pitzinger

Address: 739 Brittmoore Rd.

City: Houston

State: Texas

Zip: 77079

Telephone: 214-642-4128

Where and how will this gift be used: To be used on the campus playground to provide shade for all kids and seating for kids and caregivers.

Estimated value (as set by donor): \$75,000, see attached quotes

Cost to District (example: pick up, installation, and maintenance): There would not be any cost to the district. Annual maintenance costs of \$1,645.82 would be paid by the Rummel Creek Men's Club directly.

Principal or department head responsible for adding item to property management inventory system, if applicable: Dr. Laura Sloan, Principal

Acceptance recommended: \_\_\_\_\_

  
(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

DATE ISSUED: 5/31/2007  
LDU 2007.04  
CDC(EXHIBIT)-X

4 of 12

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: Joseph Pitzinger

Title: Rummel Creek Men's Club Treasurer

Date: April 30, 2025

Description of Proposal:

**We propose to install a shade structure over the large play structure and add two additional seating benches to the back of the Rummel Creek Elementary campus.**

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

**The shade structure will provide needed shade that will allow the kids to get healthy physical activity throughout the day. Physical activity is required for the development of the body as well as getting the kids to interact building social, leadership and cooperation skills. Physical activity is also proven to enhance the in-class performance of kids. The benches will allow the kids and caregivers a place to rest if needed.**



FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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.

The shade structure will span the entire play structure with the posts located outside of the fall zone around the structure. Posts will have pads for additional safety. The playground area will be able to be used by future enrollment.

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

The cost is estimated to be \$75,000. It will be funded by the Rummel Creek Men's Club.

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

There is minimal maintenance needed for the shade structure which is outlined on the 'Maintenance and Care Document' attached. The benches are powder coated and do not require any additional maintenance. Any costs would be paid by the Rummel Creek Men's Club, consistent with the current practice of the Rummel Creek Men's Club paying for the annual field costs for the school.

Grade Level/Group to utilize proposal:

PK - 5th grade students will all utilize the proposal.

Additional required signatures as appropriate from departmental designees:

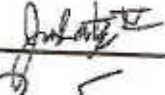
Spring Branch ISD

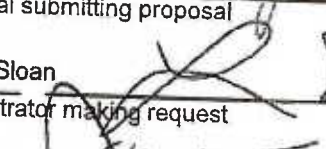
FACILITIES CONSTRUCTION

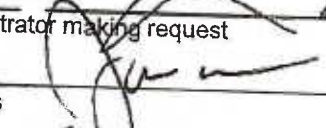
CV  
(EXHIBIT)

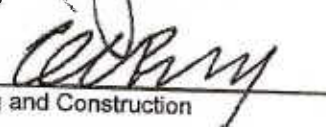
FOR ADMINISTRATOR REQUESTING ADDITIONS OR ALTERATIONS TO DISTRICT  
PROPERTY

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

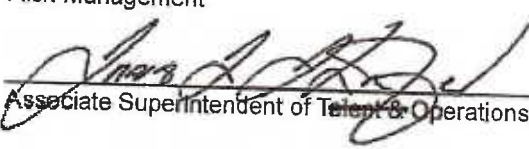
Joseph Pitzinger  Date: 4/30/2025  
Individual submitting proposal

Laura Sloan  Date: 4/30/2025  
Administrator making request

 Date: 9/05/25  
Facilities

 Date: 9/5/25  
Planning and Construction

\_\_\_\_\_  
Risk Management Date: \_\_\_\_\_

 Date: 09/10/2025  
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: \_\_\_\_\_

\_\_\_\_\_  
Athletics Date: \_\_\_\_\_

**Quote #**

26169



www.playwellgroup.com

800-726-1816

505-296-8900 (fax)

Athletic, Park, and Playground Equipment  
Serving Colorado, Texas, New Mexico, Oklahoma, and Arkansas since 1988

**Bill To:**

Spring Branch ISD  
Accounts Payable  
PO Box 19432  
Houston, TX 77224

Phone: (713) 251-1100

**Ship To:**

Spring Branch ISD-Rummel Creek  
Elementary  
REC-David Roberston  
37175 Interstate 10 West  
Boerne, TX 78006

Phone: (281) 435-8004

**Quote Details:**

Date: 4/28/2025

Terms: NET 30

Expiration: 5/28/2025

Sales Rep: KRW

PO #:

Item	Description	Qty	List Price	Disc. Price	Total
BUY #679-22	BUYBOARD CONTRACT #679-22 EXPIRES 09/30/2025	1	.00	0.00	0.00
T964-S6-LL	ULTRASITE 6' CHARLESTON BENCH WITH BACK SLAT, THERMO FRAME WITH A PLAQUE SPACE PRICING DOES NOT INCLUDE THE PLAQUE OR ENGRAVING, ONLY THE SPACE PLAQUE AREA DIMENSIONS: SIZE TBD FRAME: COLOR TBD BACK & SEAT: COLOR TBD	1	2298.57	2,184.59	2,184.59
P962SM-V6	6' DOUBLE SIDED BENCH, SURFACE MOUNT, DIAMOND - PC FRAME FRAME: COLOR TBD SEAT: COLOR TBD	1	1531.00	1,454.45	1,454.45
SHIP	SHIPPING & HANDLING	1	420.95	420.95	420.95
MS-4P HIP SU...	MODERN SHADE 40'X60'X14' 4-POST HIP SUPER SHADE WITH 30"X9' PIER W/9 #5 VERTICALS; #3 RINGS @ 12" O.C. DIG	1	35492.00	33,717.40	33,717.40
MS-POST PADS	MODERN SHADE POST PADS TO FIT 10'X90'X14'-HT 6'	4	480.00	456.00	1,824.00
SED MODERN	SEALED ENGINEERED DRAWINGS	1	1000.00	950.00	950.00
SHIP	SHIPPING & HANDLING	1	2069.72	2,069.72	2,069.72
	SUBTOTAL-EQUIPMENT		43292.24	41,253.11	42,621.11
INSTALL	INSTALL BY REC INSTALLATION	1			
INSTALL	INSTALL 6' CHARLESTON BENCH	1	459.20	459.20	459.20
INSTALL	INSTALL 6' DOUBLE SIDED BENCH	1	436.76	436.76	436.76

**Need Help?**

Call: 800-726-1816

Mon - Fri: 8:00AM to 5:00PM

Email: invoice@playwellgroup.com

Please review our attached Terms & Conditions for complete detail regarding this  
Quote.

**Ways to Pay & Approval****Check**

Remit Payment to:  
The PlayWell Group, Inc.  
203A State Highway 46 East  
Boerne, TX 78006

**Credit Card - Usage Fee 3.5%**

Call: 800-726-1816

Mon - Fri: 8:00AM to 5:00 PM

Quote Valid for 30 days. Product will be ordered  
upon receipt of written approvals and/or deposit.

Signature: \_\_\_\_\_



Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Quote #**

26169



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Boerne, TX 78006

Phone: (281) 435-8004

**Quote Details:**

Date: 4/28/2025

Terms: NET 30

Expiration: 5/28/2025

Sales Rep: KRW

PO #:

Item	Description	Qty	List Price	Disc. Price	Total
INSTALL	INSTALL POST PADS, TO FIT 40'X90' X14' - HEIGHT 6'	4	136.93	136.93	547.72
INSTALL	INSTALL 40'X60'X14' 4-POST HIP SUPER SHADE WITH 30"X9' PIER W/9 #5 VERTICALS; #3 RINGS @ 12" O.C. DIG	1	1974.98	1,974.98	1,974.98
INSTALL	INSTALL POST PADS, TO FIT 40'X90' X14' - HEIGHT 6'	1	15498.13	15,498.13	15,498.13
INSTALL	PERMIT FEE	1	3000.00	3,000.00	3,000.00
INSTALL	REPAIR OF LANDSCAPING DAMAGED DURING SHADE INSTALLATION. INCLUDES SOIL PREPARATION/GRADING, SOD, TEMPORARY IRRIGATION AND TEMPORARY FENCING AS REQUIRED TO RE-ESTABLISH ANY DAMAGED LANDSCAPING FOR A MINIMUM OF 60 DAYS.	1	8777.68	8,777.68	8,777.68
INSTALL	INSPECTION & MAINTENANCE SHADE SERVICE AGREEMENT-ONCE A YEAR; BILLED ANNUALLY WITH 3% PRICE ESCALATION PER YEAR UP TO 10 YEARS 40'X60' SHADE STRUCTURE ANNUALLY MAINTENANCE AND CARE (ONCE A YEAR X 10YRS)  SERVICE AGREEMENT: BASED ON VISUAL SHADE INSPECTION & CLEANING ANNUAL TERMS: ONCE A YEAR FOR 10 (TEN) YEARS FROM THE DATE OF ACCEPTANCE SERVICES PROVIDED: • INSPECTING SHADE STRUCTURE FOR ANY DAMAGE AND WEAR • CLEANING SHADE STRUCTURE SURFACES • PROVING SHADE STRUCTURE LIMITED MAINTENANCE • MAINTAINING A CHECKLIST WITH CLEANING PRODUCT DETAILS AND METHODS USED	1	1645.82	1,645.82	1,645.82

**Need Help?**

Call: 800-726-1816

Mon - Fri: 8:00AM to 5:00PM

Email: invoice@playwellgroup.com

Please review our attached Terms & Conditions for complete detail regarding this  
Quote.

**Ways to Pay & Approval**

Check  
Remit Payment to:  
The PlayWell Group, Inc.  
203A State Highway 46 East  
Boerne, TX 78006

Credit Card - Usage Fee 3.5%  
Call: 800-726-1816  
Mon - Fri: 8:00AM to 5:00 PM

Quote Valid for 30 days. Product will be ordered  
upon receipt of written approvals and/or deposit.

Signature: \_\_\_\_\_



Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**Quote #**

26169



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Athletic, Park, and Playground Equipment  
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Phone: (281) 435-8004

**Quote Details:**

Date: 4/28/2025

Terms: NET 30

Expiration: 5/28/2025

Sales Rep: KRW

PO #:

Item	Description	Qty	List Price	Disc. Price	Total
	<ul style="list-style-type: none"><li>• MAINTENANCE LOG DOCUMENTING INSPECTIONS FINDING TO TRACK DETERIORATION PATTERNS WITH DATES, DESCRIPTIONS AND PHOTOS</li><li>• SAVE BEFORE/AFTER PHOTOS OF MINOR REPAIRS AND IMPROVEMENTS</li></ul> <p>EXCLUSIONS:</p> <ul style="list-style-type: none"><li>• NON-WARRANTY WORK THAT IS NOT COVERED UNDER WARRANTY WILL BE SUBJECT TO EXTRA LABOR &amp; MATERIAL CHARGES. * FABRIC STRUCTURES ARE NO LONGER VALID FOR WINDSTORM INSURANCE.</li><li>• ADDITIONAL COST MAY BE INCURRED IF ADDITIONAL REPAIRS ARE NEEDED OUTSIDE OF THE SCOPE OF THE ANNUAL MAINTENANCE.</li><li>• DOES NOT INCLUDE ANY PARTS, HEAVY MACHINERY RENTALS, INSTALLATION, CONCRETE CLEANING, AND/OR ADDITIONAL SITWORK</li></ul> <p>SUBTOTAL-INSTALLATION</p>		31929.50	31,929.50	32,340.29

**Need Help?**

Call: 800-726-1816

Mon - Fri: 8:00AM to 5:00PM

Email: [invoice@playwellgroup.com](mailto:invoice@playwellgroup.com)

Please review our attached Terms & Conditions for complete detail regarding this Quote.

**Ways to Pay & Approval**

Check  
Remit Payment to:  
The PlayWell Group, Inc.  
203A State Highway 46 East  
Boerne, TX 78006

Credit Card - Usage Fee 3.5%  
Call: 800-726-1816  
Mon - Fri: 8:00AM to 5:00 PM

Quote Valid for 30 days. Product will be ordered upon receipt of written approvals and/or deposit.

Signature: \_\_\_\_\_



Date: \_\_\_\_/\_\_\_\_/\_\_\_\_



**Quote #**

26169



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Terms: NET 30

Expiration: 5/28/2025

Sales Rep: KRW

PO #:

Item	Description	Qty	List Price	Disc. Price	Total
------	-------------	-----	------------	-------------	-------

**ROCK AND CONCEALED CONDITIONS CLAUSE**

PlayWorks, Inc. reserves the right to charge for additional manpower and equipment rental if subcontractors encounter rock or other concealed conditions that cannot be penetrated to drill installation holes with a mechanical auger or concealed conditions that prohibit drilling. Every effort will be made prior to installation to determine if additional rock charges or charges related to concealed conditions may be required. PlayWell's Sales Associate will notify you and meet with you at the work site to review the conditions requiring additional charges.

**PRICING ASSUMES:**

- \* FREE AND EASY ACCESS OF HEAVY EQUIPMENT TO THE SITE.
- \* SITE IS FREE OF UTILITIES AND OBSTRUCTIONS.
- \* RESTRICTED PHYSICAL ACCESS AND/OR HOURS WILL RESULT IN ADDITIONAL CHARGES.
- \* NO ADDITIONAL SITE WORK/FOUNDATION INCLUDED IN INSTALLATION PRICING UNLESS NOTED ABOVE
- \* NORMAL DIGGING CONDITIONS. IF ADVERSE DIGGING CONDITIONS EXIST OR ANY ADDITIONAL WORK IS NEEDED WE WILL NOTIFY YOU OF THE SITUATION AND SHOW YOU THE UNDERGROUND CONDITIONS BEFORE ANY ADDITIONAL CHARGES ARE INCURRED.

**Need Help?**

Call: 800-726-1816  
Mon - Fri: 8:00AM to 5:00PM  
Email: [invoice@playwellgroup.com](mailto:invoice@playwellgroup.com)  
Please review our attached Terms & Conditions for complete detail regarding this Quote.

Subtotal \$74,961.40

Sales Tax (0.0%) \$0.00

Total \$74,961.40

**Ways to Pay & Approval**

Check  
Remit Payment to:  
The PlayWell Group, Inc.  
203A State Highway 46 East  
Boerne, TX 78006

Credit Card - Usage Fee 3.5%  
Call: 800-726-1816  
Mon - Fri: 8:00AM to 5:00 PM

Quote Valid for 30 days. Product will be ordered  
upon receipt of written approvals and/or deposit.

Signature: \_\_\_\_\_



Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Warranty**

Modern Shade, LLC. ("MODERN SHADE") warrants that all Commercial Shade Products (Product) sold shall be free of defects in materials or workmanship. The Warranty set forth shall be the purchaser's sole and exclusive Warranty and is effective from the date of Product shipment or pickup. MODERN SHADE further warrants:

**LIMITED 20 YEAR NON-PRORATED WARRANTY** against failure due to rust-through corrosion on all Commercial steel frames with the exception of powder coated steel frames installed within 5 miles of the coast which has a 10 YEAR NON-PRORATED WARRANTY against failure due to rust-through corrosion. Failure to provide routine maintenance as stated in the below Required Maintenance and Care will void the Warranty.

**LIMITED 10 YEAR NON-PRORATED WARRANTY** on all HDPE Commercial shade fabric and Teflon stitching against cracks, tears, material breakdown or significant fading as a direct result of ultra-violet exposure with the exception of Red, which carries a 3 year limited warranty. MODERN SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color.

**Note:** All HDPE Commercial shade fabric and Teflon stitching over 40' in length carry a limited 5 year non-prorated warranty. Other non-HDPE fabrics are covered by their respective manufacturer's warranty.

**LIMITED 1 YEAR WARRANTY** on all moving parts, surface coat finish or any other product or part not covered by one of the above warranties.

All of the above Warranties exclude any cosmetic issues. MODERN SHADE reserves the right to repair or replace any item covered by this Warranty. MODERN SHADE shall deliver all repaired or replacement part or parts to the customer **FREE OF CHARGE**. MODERN SHADE shall not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. All Repaired or Replacement parts shall be warranted for remainder of original warranty. The Warranty shall be void if the Product is not paid for in full within 30 days. MODERN SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability. The Warranty is void if the Product is not installed in strict compliance with the MODERN SHADE specifications. Purchaser shall notify MODERN SHADE in writing within thirty (30) days following the discovery of the alleged defect, detailing any defects for which a Warranty claim is being made; otherwise the Warranty shall be void. The Warranty shall be void if damage to the Product or any of its components is caused by misuse; harmful chemicals; excessive loads, pressures or forces such as abnormal weather conditions outside or in excess of the design specifications; acts of God; falling objects other than hail; explosions; fire; riots; civil commotion; vandalism; external forces; acts of war; radiation; harmful fumes or foreign substances in the atmosphere; floods; abuse by machinery, equipment or any persons; immersion in salt or chlorine water; not performing maintenance as described in the below Required Maintenance and Care; causes not within MODERN SHADE'S control; or if modifications are made to the Product without prior written consent from MODERN SHADE including but not limited to attaching signs, banners, lights or decorations. All Commercial shade products are designed for 90 MPH wind speed (three second gusts) and 5 PSF snow load, unless otherwise stated. Fabric Tops must be removed if weather conditions are expected to exceed these design limits. Commercial steel frames without a membrane top are designed for 150 MPH wind speed (three second gusts). Light fixtures are limited solely to the manufacturer's warranty.

**Liability Limitation:**

Modern shade shall not, in any event, be liable in contract or in tort (including negligence) for loss of profits or revenue, loss of use of equipment or facilities, cost of capital, or for any special, indirect, incidental or consequential damages of any nature resulting from or in any manner relating to the product covered hereby, its design, use, any inability to use the same or any delay in delivery of the same. Furthermore, it is understood and agreed that the sole and exclusive remedy with respect to defective product shall be the repair, correction or replacement thereof pursuant to the foregoing provisions. Should the product or any part of it prove so defective, however as to preclude the remedying of warranted defects by repair or replacement, the customer's sole and exclusive remedy shall be the refund of the purchase price of the product, or part thereof which is defective, upon its return to modern shade. Furthermore, modern shade is not liable for damage to property caused by rain or hail. Corrections of non-conformities and defects in the manner and for the period of time provided above shall constitute fulfillment of all liabilities of modern shade to the customer, whether based on contract, negligence or otherwise with respect to or arising out of such product. No warranties or representation at any time made by any sales representative, dealer, agent or any person shall be effective to vary or expand the above express warranty or any other term hereof.

**Required Maintenance and Care**

**Failure to provide the following routine maintenance shall void the Warranty.**

*Maintenance of Fabric Tops:*

Fabric tops should be checked annually to ensure proper cable tension is maintained throughout the Warranty period. To remove dirt or bird droppings from fabric tops, simply spray the underside with water. For stubborn dirt, mild dish soap may be applied and rinsed.

*Maintenance of Steel Frame:*

Owner is responsible for routine maintenance to preserve the finish and welded joints. If surface rust or corrosion appears (regardless of cause), owner shall remove with sand paper or wire brush, prime and repaint. Ensure all connecting hardware is properly secured. Ensure all bolted connections and slip fit joints are caulked as needed. Failure to provide routine maintenance will void the Warranty.



Draft Illustrative Site Layout – Post locations are in the bottom left image





Product Examples – Not Exact





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: Planting of 21 (15 gallon) Shade Trees and 4 (15 gallon) pollinator  
trees, including 2 years of maintenance/watering

Donor:

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

Attention (please supply name): Steven Thorpe

Address: 8706 Burkhart Rd

City: Houston

State: TX

Zip: 77055

Telephone: 832-563-8512

Where and how will this gift be used: To plant 25, 15 gallon trees at Valley Oaks Elementary  
Including 2 years of watering and maintenance provided by Trees of Houston

Estimated value (as set by donor): \$10,000

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: B. Monteith - Brooke Monteith  
(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

DATE ISSUED: 5/31/2007  
LDU 2007.04  
CDC(EXHIBIT)-X

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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 - VOE

Date:

9.2.25

Description of Proposal:

Valley Village Dad's Club (partnered w/ Plant the Branch) and trees for Haddon to plant 25 new trees at VOE. The trees will be selected from variety of native and hardy species. Planting tentatively scheduled for Nov. 2025, pending approval. The project is designed to enhance campus green space, provide long-term shade, and improve overall environment for students, staff, and community.

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

The project is designed to enhance campus green space, provide long-term shade, and improve overall environment for students, staff, and community.

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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.

Add 25 new trees to designated areas of the VOE green space. Soil prep will be completed prior to planting and irrigation/watering plan will be implemented to support establishment of the trees. No existing structures or playground equipment will be altered or removed.

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

Total cost of project is \$10,000, which will be fully funded by Valley Village Dad's Club.

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

For Houston will provide watering in maintenance for the trees for 2 years following planting. This includes fertilizing, trimming, weed control, and general care to ensure the trees become well established and thrive long term. After the 2 years the trees will be self-sustaining w/ minimal ongoing maintenance required by GBSD grounds staff as part of their regular schedule.

Grade Level/Group to utilize proposal:

K-5 in community

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. Manter Date: 9.2.25  
Individual submitting proposal

B. Manter Date: 9.2.25  
Administrator making request

[Signature] Date: 9/05/25  
Facilities

[Signature] Date: 9/5/25  
Planning and Construction

\_\_\_\_\_  
Risk Management Date: \_\_\_\_\_

[Signature] Date: 09/10/2025  
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: 9-5-25  
Athletics



## RIGHT OF ENTRY AND CONSTRUCTION AGREEMENT

This Right of Entry and Construction Agreement (the "Agreement"), dated August 28th, 2025 Trees of Houston and Spring Branch Independent School District (the "District"). The District and the Trees of Houston 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 Oaks Elementary, located at 8390 Westview Drive, Houston, TX 77055 (the "District's Property");

WHEREAS Trees of Houston desires to utilize a portion of the District's Property for the purpose of planting trees subject to the terms and conditions set forth below; and

WHEREAS the District desires Trees of Houston to utilize the District's Property for purposes of the planting trees, 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 Trees of Houston and Trees of Houston 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 planting trees, 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 Trees of Houston (the "Contractor") pursuant to a separate agreement to perform the construction and/or installation of the planting trees, 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 planting trees, Trees of Houston 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 planting trees shall be subject to the District's prior written approval. Trees of Houston 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 planting trees, Trees of Houston 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. Trees of Houston 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 planting trees.

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, Trees of Houston 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 Trees of Houston 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. Trees of Houston shall indemnify and hold the District harmless from any and all damages, costs, penalties, fines or other liabilities arising from Trees of Houston 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 Trees for Houston :

Trees for Houston  
Attn: Bailey Rohde  
1911 W 34th St  
Houston, TX 77018

[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.

Trees of Houston :

By: Bailey Rohde  
Name: Bailey Rhode  
Title: Education and Outreach Coordinator  
Date: 8/28/2025

**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.

<b><u>Insurance Required</u></b>	<b><u>Limit Required</u></b>
<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> 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.
<b>Workers Compensation</b> 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2025

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 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> Bowen, Miclette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	<b>CONTACT NAME:</b> Hazlitt Bravo <b>PHONE (A/C, No, Ext):</b> 713-880-7100 <b>E-MAIL ADDRESS:</b> hbravo@bmbinc.com <b>FAX (A/C, No):</b> 713-880-7166
<b>INSURED:</b> Trees for Houston 10401 Stella Link Road Houston TX 77025	<b>INSURER(S) AFFORDING COVERAGE:</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>TREESFORHO</b>	<b>NAIC #</b> 18058

**COVERAGES****CERTIFICATE NUMBER:** 210695120**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 SUBR INSD 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	PHPK2635330012	12/18/2024	12/18/2025 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2635330012	12/18/2024	12/18/2025 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	PHUB893288012	12/18/2024	12/18/2025 EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: Contact person as shown above.

General Liability:  
Blanket additional insured Ongoing Operations per form # PIGLDHS 10/11  
Blanket waiver of subrogation per form # PIGLDHS 10/11

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Spring Branch ISD  
955 Campbell Rd.  
Houston TX 77024

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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Trees for Houston 10401 Stella Link Road Houston TX 77025
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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

## Automobile:

Blanket additional insured per form # PICA001 0915

Blanket waiver of subrogation per form # PICA001 0915

## Umbrella:

Blanket additional insured per form # PICXL001 0314

Blanket waiver of subrogation per form # PICXL001 0314

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you 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; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only 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 or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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.

**h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

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

- (a) 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;
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance, or use of any elevators covered by this insurance.

**i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) "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;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;
- (e) 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;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) 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
- (h) "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:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) 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.
- (2) 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.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

  - (a) 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 location of the covered operations has been completed; or
  - (b) 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.

**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 Bailey Rohde ("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.

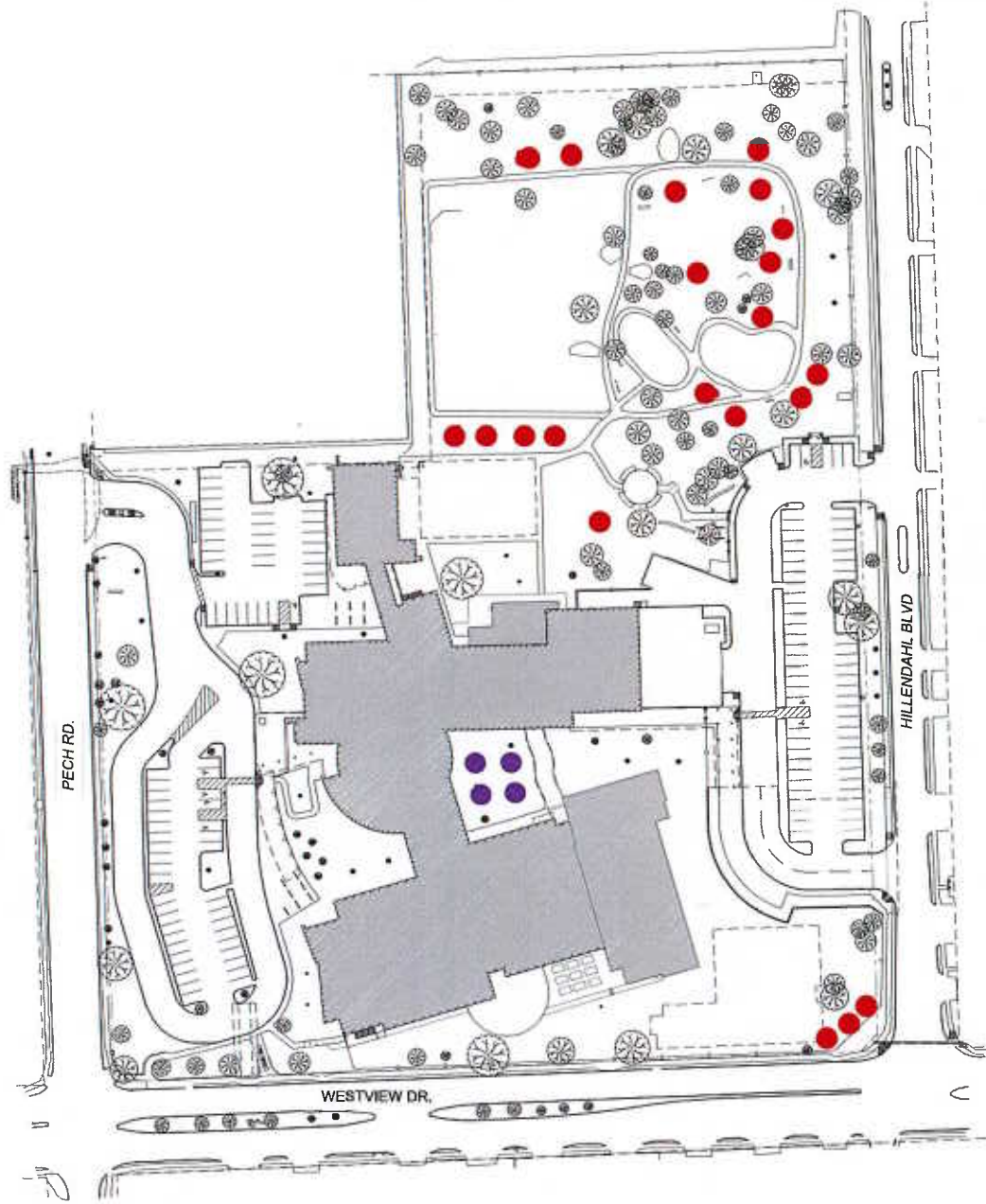
Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Bailey Rohde  
Signature

9/2/2025  
Date

**EXHIBIT D**  
**Prevailing Wage Rates for District**

*[Attach adopted rates]*



- Shade Trees
- Pollinator Trees

**PRK**

10000 Westview Dr., Houston, TX 77055  
 281.461.1111  
 www.prk.com

**VALLEY OAKS ELEMENTARY SCHOOL ADDITIONS**

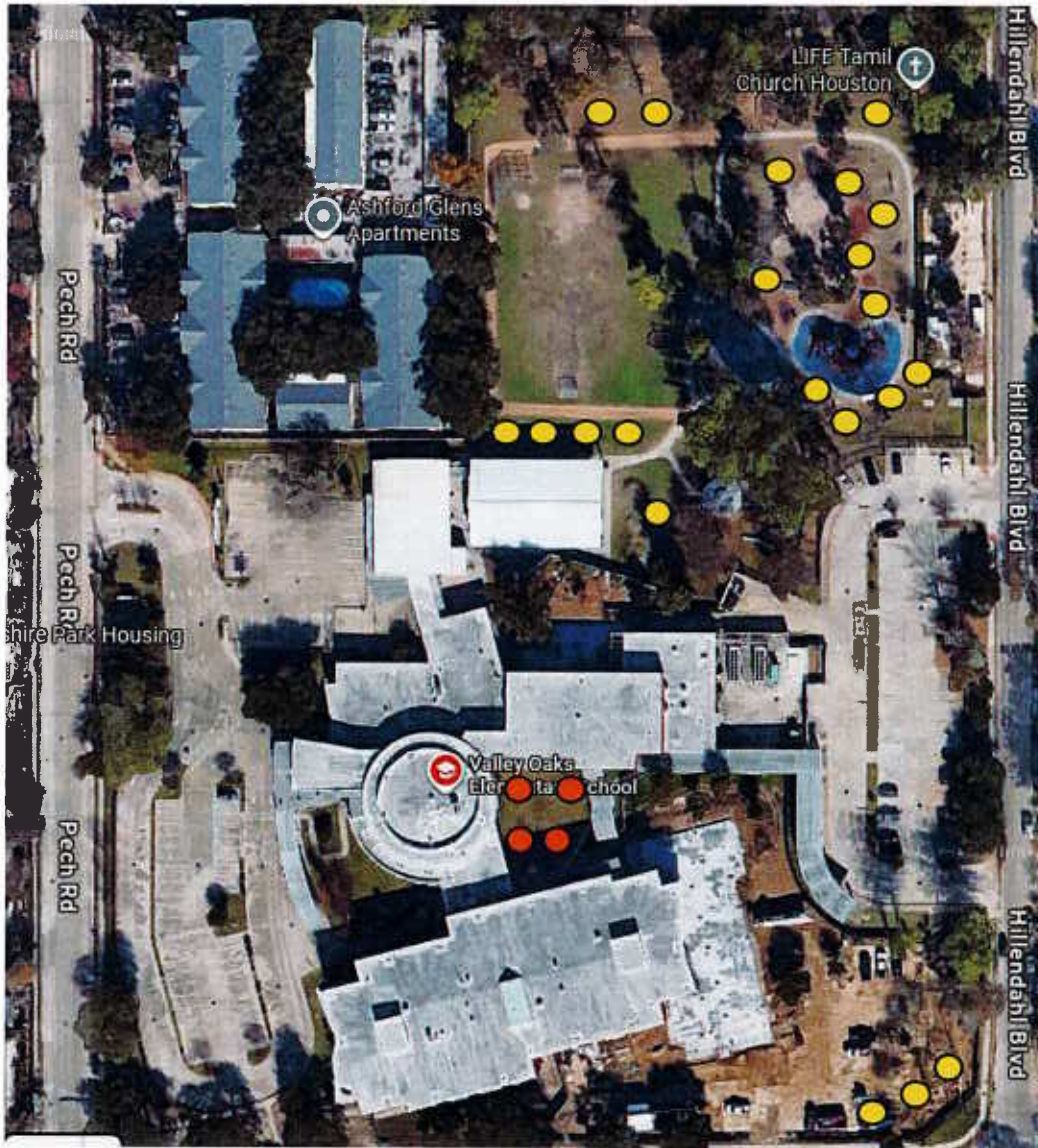
8200 WESTVIEW DR. HOUSTON, TX 77055

**KEY PLAN**

City of Pech  
 SPRINGBRANCH ISD  
 PROJECT #4470  
 2/2/23

NO.	DESCRIPTION	DATE
1	Design/Plan	





## Trees For Houston Planting Proposal

### Valley Oaks Elementary School

● 21, 15g Shade Trees

● 4, 15g Pollinator Trees

#### **Commonly Planted Trees:**

Cedar Elm, American Elm,  
Shumard Oak, Live Oak,  
Southern Magnolia,  
Sycamore, Bald Cypress, and  
Loblolly Pine.

*\*Trees For Houston will plant, maintain & water for 2 years\**





**VALLEY VILLAGE  
DAD'S CLUB**



August 28th, 2025

Principal Monteith and the SBISD school board,

Valley Village Dad's Club has partnered with "Plant the Branch" and agreed to fund a tree planting project to enhance the green space at VOE. We have attached a site plan from Trees for Houston for the planting of 25 new trees on campus. The precise type of tree to be planted will be either Cedar Elm, American Elm, Shumard Oak, Live Oak, Southern Magnolia, Sycamore, Bald Cypress, or Loblolly Pine, depending on Trees for Houston inventory at the time of our planting day. Our planting day is tentatively scheduled for November 2025, pending SBISD approval.

As part of this project, Trees for Houston will also provide watering and maintenance of the trees for a period of two years. This will include fertilizing, trimming, weed control, and general care to ensure the trees are well established and thriving.

We are excited about this project and the lasting impact it will have on the campus environment for students, staff, and the community.

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

[plantthebranch@gmail.com](mailto:plantthebranch@gmail.com)

Thank You,

Steven Thorpe

President, Valley Village Dad's Club

Amy Hargis

Co Founder, Plant the Branch

Andie Ten Have

Co Founder, Plant the Branch

Spring Branch ISD  
101920

OTHER REVENUES:  
GRANTS FROM PRIVATE SOURCES

CDC  
(EXHIBIT A)

**Request for Acceptance of Gift**

1. School: Memorial High School

2. Board Policy: CDC (LOCAL)

3. Description of Gift: Uniforms and Bags

4. Donor:

Name of Donor/Company/Foundation: MHS Booster Club

Attention (please supply name): \_\_\_\_\_

Address: 935 Echo Lane

City: Houston

State: TX

Zip: 77024

Telephone: \_\_\_\_\_

5. Where and how will this gift be used: MHS Baseball Program

6. Estimated value (as set by donor): \$15,500

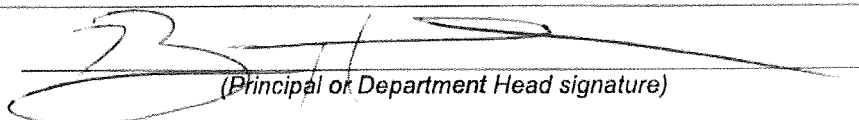
7. Cost to district (example: pick up, installation, and maintenance):

0

8. Principal/department head responsible for adding item to property management inventory system, if applicable:

MHS Baseball

Acceptance recommended:

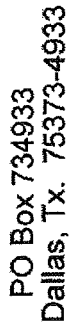
  
(Principal or Department Head signature)

Date approved by Board of Trustees: (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



# QUOTATION FORM

[illegible]

Spring Branch ISD  
101920

OTHER REVENUES  
GIFTS AND SOLICITATIONS

CDC  
(EXHIBIT)

REQUEST FOR ACCEPTANCE OF GIFT

School: Memorial Drive Elementary \_\_\_\_\_

Board Policy: CDC(LOCAL)

Description of Gift: St. Augustine Sod in the southeast corner of the MDE courtyard  
and around the heritage oak trees lining Smithdale. \_\_\_\_\_

Donor:

Name of Donor/Company/Foundation: MDE Dad's Club \_\_\_\_\_

Attention (please supply name): Brandt Dillon \_\_\_\_\_

Address: 11007 Landon Lane \_\_\_\_\_

City: Houston \_\_\_\_\_

State: Texas \_\_\_\_\_

Zip: 77024 \_\_\_\_\_

Telephone: 713 471 0337 \_\_\_\_\_

Where and how will this gift be used: The gift of sod will be used in the courtyard and front  
yard of Memorial Drive Elementary \_\_\_\_\_

Estimated value (as set by donor): \$20,000 \_\_\_\_\_

Cost to District (example: pick up, installation, and maintenance): None \_\_\_\_\_

Principal or department head responsible for adding item to property management inventory  
system, if applicable: N/A \_\_\_\_\_

Acceptance recommended: \_\_\_\_\_

  
(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

FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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: Brandt Dillon, J.B. Gentry, Tripp Rice \_\_\_\_\_

Title: Grass Installation in MDE Courtyard \_\_\_\_\_ Date: September 23, 2025 \_\_\_\_\_

Description of Proposal:

- MDE Dad's Club would like to install St. Augustine grass sod around the river birch trees on the east side of the Memorial Drive Elementary courtyard and in front of the school under the oak trees. The areas were originally mulched, but the mulch eroded and left dirt that becomes mud after rain. Adding this sod will help reduce erosion in the courtyard, eliminate the trip and fall hazard created when it rains, and reduce the amount of dirt/mud tracked through the school. This addition will increase the amount of usable outdoor space at the campus.

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

- MDE has a tradition of gathering in the courtyard before school once a month. This community-building tradition frequently includes students tossing footballs. To keep younger students safe, we have the older students throw the ball on the east side of the courtyard. Currently, the area they use to throw the football is dirt, and that dirt gets tracked into the school. The mud also creates a slip and fall hazard. Allowing us to add sod to the southeast side of the courtyard allows us to use that area for fun health fitness activities. Adding sod to the front creates more usable shady space for parents to wait when picking up children and reduces the chances of a slip-and-fall.



FACILITIES CONSTRUCTION

CV  
(EXHIBIT)

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.

- Installation of St. Augustine grass sod in the southeast corner of the MDE courtyard and between the oak trees in the front of the building. All additions will be made to the outside of the building and will increase the amount of usable outdoor space. This will not have an impact on the amount of impermeable surface at the school.

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

- Donation from MDE Dad's Club

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

- The only additional cost will be watering while the grass is established. Dad's Club already contributes to field irrigation and maintenance.
- Mulch requires maintenance and replenishment on an annual basis. The grass should not need to be replaced once it is established.

Grade Level/Group to utilize proposal:

- Prekindergarten through Fifth Grade.

Additional required signatures as appropriate from departmental designees:


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.*


  
Individual submitting proposal Date: 9-23-25

  
Administrator making request Date: 9/23/25

  
Facilities Date: 9/25/25

\_\_\_\_\_  
Planning and Construction Date: \_\_\_\_\_

\_\_\_\_\_  
Risk Management Date: \_\_\_\_\_

  
Associate Superintendent of Talent & Operations Date: 09/25/2025

OTHER SIGNATURES REQUIRED IF APPLICABLE:

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

\_\_\_\_\_  
Academics Date: \_\_\_\_\_

\_\_\_\_\_  
Child Nutrition Services Date: \_\_\_\_\_

  
Athletics Date: 9-25-25



