SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2006 PROPOSITION A BOND GREEN SCHOOLYARD PROGRAM

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR
DR. GEORGE WASHINGTON CARVER ELEMENTARY SCHOOL
1360 Oakdale Avenue
San Francisco, CA 94124

March 19, 2012
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I. INTRODUCTION TO REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTAL PROCESS

The San Francisco Unified School District’s (SFUSD) 2006 Proposition A Bond Green Schoolyard Program and the Dr. George Washington Carver Green Schoolyard Committee are seeking Statements of Qualifications (SOQ) from qualified landscape architecture firms or teams to provide landscape architectural design and construction administration services. Teams are joint ventures that must be assembled prior to submitting a SOQ.

The provisions of the Public Contract Code Sections 10115 et Seq as defined in the State Allocation Board regulation 1862.12.5(g) for implementation of Disabled Veteran Business Enterprise Goals shall apply to design contracts of $75,000 and above. SFUSD requires submitters to engage in positive efforts to use DVBE sub-consultants and allow these sub-consultants the maximum feasible opportunity to compete for sub-contracts for the proposal. SFUSD requests Prime respondents to engage in good faith efforts to provide DVBEs with 3% of the contract for subcontracting opportunities.

Four (4) bound copies and one (1) digital PDF copy (on CD or DVD) of the response to this RFQ should be submitted in 8-1/2” x 11” format with any supporting material or documentation in a sealed envelope and delivered or mailed to:

Tamar Barlev, Assistant Project Manager  
San Francisco Unified School District  
2006 Proposition A Bond Green Schoolyard Program  
135 Van Ness Avenue, Room 216  
San Francisco, CA 94102

RE: Dr. George Washington Carver ES Green Schoolyard Project

All participating landscape architectural firms must have an existing primary working business location within a 25-mile driving radius of the city limits of San Francisco, CA.

Applicants shall submit SOQs by 2:00 PM on Wednesday, April 25, 2012.

Late submittals will not be considered.

1. Methodology of Contracting for Landscape Architectural Design Services and Basis of Fees

The District will provide a broad range of project management services including the oversight and management of the selected Landscape Architectural firms. The Landscape Architecture firm selected will be the Landscape Architects of Record for the Dr. George Washington Carver Green Schoolyard Project and will work directly with the Dr. George Washington Carver Green Schoolyard Committee and SFUSD staff to develop a design that meets the needs of the school community and the school district.

2. Administrative Requirements
The selected Landscape Architect will be required to complete and submit the SFUSD Professional Consulting Services agreement, DVBE forms, SFUSD Criminal Background Certification form and 2012 IRS W-9 form. The Professional Consulting Services agreement will be issued by the District’s Contracts Administrator after Board of Education approval has been obtained. The consultant’s fee and scope of work shall be outlined in the agreement. Compensation shall be on the basis of the approved lump sum agreement. A sample SFUSD contract is included in Attachment B.

Landscape architectural firms or each member of associations for joint ventures awarded a contract will be required to maintain, in full force and effect at their own expense, the following insurance policies with companies certified with the California Insurance Commission. Please include the name of your insurance provider in your SOQ.

- Worker’s Compensation Insurance in compliance with CA law
- General Liability Insurance ($1 million / per occurrence)
- Automobile Insurance ($1 million / per occurrence)
- Professional Liability (E & O) Insurance with limits not less than $1 million / per claim, annual aggregate.

If any policy is written on a Claims Made Form, the consultant must provide a project specific policy to continue the coverage for five (5) years beyond the date of the individual project completion.

With each contract each firm must provide the District with original “wet signature” certificate(s) of insurance that include the following:

A. The San Francisco Unified School District, its Board, Officers and employees shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s);
B. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will provide written notice to the certificate holder a minimum of 30 days prior to said cancellation.

Additional Insured: San Francisco Unified School District, its Board, Officers and employees should be named as additional insured on General Liability and Automobile Liability by Endorsement, to be provided with Certificate, specifying the San Francisco Unified School District is noticed by the Company as an Additional Insured entitled to a 30-day written mailed notice. Such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement. Insurances apply separately to each insured against whom claim is made or suit is brought.

3. Description of Project and Scope of Work

2006 Proposition A Bond funding provides for school building and site improvement which include: Americans with Disability Act (ADA) compliance; health, safety and building

1 Copies of your insurance policy are NOT required and should not be provide with SOQ submission.
infrastructure improvements, and the greening of school yards. It is the greening of school yards that is the focus of this scope of work. The Landscape Architect firm or team chosen to work on this project will provide design services culminating in drawings and specifications that can be bid out to prospective contractors. The Landscape Architect firm or team will also be required to review and adhere to the SFUSD Project Standard Guidelines which will be issued at the start of the design process. If additional engineering expertise is required during the design process the Landscape Architect will acquire the additional consultants as an add-service to the contract between SFUSD and the Landscape Architect.

4. Description of Landscape Architectural Scope of Services

The scope of work includes reviewing the Dr. George Washington Carver ES Green Schoolyard Concept Plan created by Bay Tree Design (Attachment A), specifically phase one priorities discussed in the concept plan, and recommending any alternate and/or additional design features to be constructed within the budget constraints of this project. The design elements/priorities that are a part of this scope of work include:

1) The Nature Play Zone - especially creating an outdoor classroom space
2) Creating the Edible Garden space
3) Improvements to the two kindergarten yards

The Landscape Architect will be required to visit the site and perform a walk-through of the premises prior to submitting a proposal. Please contact Gina Scher, scherg@sfusd.edu, 415-330-1540 to schedule the site visit. **Site visits can be scheduled between April 2, and April 13, 2012.**

The total budget includes expenses associated with but not limited to: architectural and engineering fees, construction inspection services, testing services, construction and contingencies, and administration fees such as advertising, printing, bidding and permits. The total construction budget to implement the green schoolyard project is estimated to be $100,000, and assumes a 10% construction contingency for unforeseen conditions.

The Landscape Architect will work directly with Dr. George Washington Carver Elementary School’s Principal, Green Schoolyard Committee and the Green Schoolyard Project Manager to establish and follow a project schedule based on issuing a Notice to Proceed for construction as early as possible. The Notice to Proceed with construction is estimated to be May 6, 2013.

Landscape Architectural Consultants Responsibilities:

A) Conduct Project/Site Assessment:

- Review Scope of Work requirements at Dr. George Washington Carver Elementary School.
- Review the Concept Plan developed by Bay Tree Design green schoolyard committee. The content of this concept plan must be addressed/incorporated into the final design.
- Thoroughly **document existing conditions** in the areas that may be impacted by green schoolyard elements. Site assessments shall include identification of functioning water supply for irrigation installation.
B) Provide Design Development Services:

- Meet with District Representatives and school site staff, allowing the school to communicate essential project elements as well as review and adjust specific concept plan proposals.

- The selected landscape architecture firm must conduct at least two site visits and a minimum of four (4) to six (6) design development meetings with the school’s Green Schoolyard Committee prior to conducting the final design review meeting.

- Develop green schoolyard designs and ultimately corresponding drawings and specifications with the participation of the school’s green schoolyard committee. These designs must consider budget constraints. The project’s program and scope should be addressed and revised as necessary as priorities change.

- Provide cost estimates for project elements at 50%, 90%, and 100% completion.

- Facilitate DSA and other government agency reviews, approvals and permitting of project elements, if necessary. Fees for permits will be reimbursed by the Green Schoolyard Program from the project budget and will potentially impact the available funds for construction.

- Present the final review of project drawings and cost estimates to SFUSD Bond staff as well as the school’s Principal and Green Schoolyard Committee.

- Prepare construction Bid Documents at 50%, 90% and 100% completion for submittal and review. The landscape architect shall prepare and submit 100% complete Construction Bid Documents to the Division of the State Architect (DSA) for approval, if required, and make any recommended revisions.

- Assist in determining the number of additive alternates necessary to keep final construction costs under control.

C) Submit Final Construction Drawings, Specifications and Cost Estimates to SFUSD and others as necessary:

- Prepare and submit final drawings and design details (in hard copy and in high-resolution PDF format), specifications, and priorities that are approved by the school’s Green Schoolyard Committee and Principal to the Green Schoolyard Project Manager for review by December 3, 2012. These documents should include:
  - Existing conditions (verified in the field),
  - Design sketches of all main concepts including color perspective and/or 3-D images and elevations necessary to illustrate design concept,
  - Demolition plans, notes, legend, and details,
Color landscape plan identifying hardscape materials, plantings and other site work elements,

Planting Plan. A planting plan is required even if planting is not included in the contractor’s scope of work and should be included in the construction drawings. If planting is not included in the contractor’s scope of work the planting plan should be marked “Not in Contract.”

Layout plan, notes, legends, and details,

Grading plan, notes, legends, and details,

Irrigation plans, notes, legends, and details,

Construction detail drawings, notes, and legends,

Color and materials booklet (min. 11” x17”) in color providing list and images of materials, plants, and product selections,

Prepare and coordinate with SFUSD the Division 0 and Division 1 specifications provided by SFUSD into the bid documents. Prepare Division 2 and greater specifications,

A cost estimate, and

Incorporate hazardous materials mitigation documents (specifications and drawings) provided by District’s consultants into the final bid documents, if required.

Submit a final set of drawings containing all edits & revisions in high resolution PDF format as well as final specifications for bidding to SFUSD document printing vendor, ARC (formerly Ford Graphics) Planwell department no later than February 14, 2013.

Participate in the BID process (review and analysis) which will include attending job walks, responding to pre-bid request for information (RFI), preparing addenda, and obtaining DSA approval of addenda (as needed).

Please note that all designs and subsequent construction drawings must adhere to SFUSD Project Standard Guidelines. These standards will be provided to the selected landscape architect once the contract has been awarded.

D) Provide Construction Administration:

Provide detailed information related to design, drawings and specifications as requested by SFUSD representatives and contractor.

Visit site weekly during construction to review progress, quality of work, and conformance to intent of Contract Documents. If additional visits are needed to review layouts etc., this should be included and expected as well.

Utilize District’s project management software to facilitate communication and track documents between the District, District’s agents and contractor. Relevant staff training on the District’s project management software will be necessary.
• Provide construction administration, including review of submittals, attendance at all job-walks, pre-construction meetings and weekly on-site meetings, preparation and implementation of DSA (and non-DSA) approved change orders with drawings, if applicable, respond to requests for information (RFI’s), issue Architect’s Supplemental Information (ASI), Informational Bulletins (IB) and clarifications, review contractor submittals, payment requests and proposed change-order (PCO) requests, and issue weekly field reports after each construction meeting.

• Compile punch list at Project Completion in conjunction with Contractor, Project Manager and Inspector.

• Participate in project close-out tasks which will include the preparation of a punch list, the review of warranties and guarantees, and the review of and approval of the final contractor payment. Assume a lead role in project close-out including DSA file closing (as needed), and submit copies of the following items as one hard copy and on 2 recordable compact discs (CD-R):
  ▪ Scanned files of the Contractor’s redlined Field Set (hard copy) noting all approved changes made in the field during construction. The scanned files can be either on PDF or TIF format.
  ▪ An editable, high resolution PDF format version of both the updated drawings and specifications, incorporating the “As-Built” redlines as noted above and received from the contractor recorded on site.
  ▪ An AutoCAD format (version 2004 or later) version of the project drawings, and
  ▪ The project manual (hard copy & PDF)

These items should include any related change orders, revisions, buleting, clarification drawings and sketches. These documents should bear a stamp and signature from the Landscape Architect of Record and DSA stamp of approval, if applicable.

• Inspect the project site 1 year and then 18 months after substantial completion, before the 2 year warranty period for the contractor expires.

5. District Responsibilities

• Any hazardous material (“hazmat”) related work or mitigation thereof will be the sole responsibility of the District. The landscape architect will coordinate the documents provided by the District’s hazmat consultant into a complete package.

• Coordinating the bidding phase, including advertisement and distribution of bid documents.
• Coordinating the administration of the construction contracts including provisions of inspection, special testing engineers, industrial hygienists, construction management firms and specialty consultants, if required.

• The district will provide site topographic surveys, modernization hazardous materials reports, and geotechnical reports if available. As noted above, the landscape architect will work with the District to determine the scope of services required for the project.

II: DISTRICT PROCESS FOR CONSULTANT SELECTION

All responses to this RFQ will be reviewed by the green schoolyard committee. Those firms that qualify may be invited to participate in an oral interview and presentation with the green schoolyard committee. Specific information regarding the interview will be provided upon notification of the firm completing the preliminary screening.

Requirements for applicants include:
   a) Landscape Architects Licensed in the State of California
   b) A minimum of two (2) years experience in the design of green schoolyards, educational settings, and ecological landscape design
   c) Experience in access design for educational settings

The District will accept written questions and comments from prospective consultants through Tuesday, April 17, 2012 close of business. The last addenda will be issued by Thursday, April 19, 2012. Any addenda will be posted to the District web-site.

The District and green schoolyard committee reserve the right to make a selection anytime during the selection process in the event that the District or the committee can readily make a clear determination and selection from the proposals without conducting an oral interview.

III: CONTENTS OF PROPOSALS AND EVALUATION CRITERIA

Submit four (4) bound copies and one (1) digital PDF copy on a CD or DVD of the SOQ to the following address by 2:00 PM on April 25, 2012:

Tamar Barlev, Assistant Project Manager
San Francisco Unified School District
2006 Proposition A Bond Green Schoolyard Program
135 Van Ness, Room 216
San Francisco, CA 94102

RE: Dr. George Washington Carver ES Green Schoolyard Project  The total maximum length for proposals is 20 pages, including text (Ariel or equivalent, 10-point font minimum), illustrations and other documentation. Points will be deducted if a proposal exceeds this page limit.

Please provide the following information, in the order outlined and numbered below, Proposals will be carefully reviewed and scored based on the information you provide. Adherence to
proposal requirements is worth 10% of the total score. **Points will be deducted if requested information is not included.**

1. Introductory/Cover Letter (maximum length 1 page)

2. Professional Qualifications and Relevant Experience.
Dr. George Washington Carver Elementary School will use the following selection criteria to evaluate each applicant (100 points maximum):
   - Demonstrated experience designing green schoolyards and educational gardens; knowledge of how gardens and outdoor elements may be incorporated into curriculum; understanding of master plan priorities; understanding of school’s unique culture and academic experience; and, knowledge of CBC and ADA accessibility requirements (20 points)
   - Creative process and collaboration/rapport with green schoolyard committee and school community (10 points)
   - Sustainable design expertise knowledge of native and drought-tolerant vegetation, edible schoolyards, drip irrigation, and sustainable harvested, produced and healthy materials (15 points)
   - Construction expertise including public bid work, construction administration, documentation of phasing; ability to design to budget including performing value engineering and identifying work that may be performed by volunteer labor and with donated materials (15 points)
   - Available, responsible, resourceful, and transparent (10 points)
   - Fee (10 points)
   - Demonstrated ability to meet budget schedule (10 points)
   - Adherence to RFQ requirements (10 points)

The following section should address the afore-mentioned criteria while also providing:

   - The full name and address of the firm or team
   - The name and phone number of a designated contact person
   - **List** of all credentials, certifications and licenses (including credential, certificate and license numbers). Copies are NOT required and should not be included in the SOQ submission.
   - A description of the firm’s professional qualifications and experience, including those of any sub-consultants, in order to clearly demonstrate your ability to successfully furnish the landscape architectural/design services described in this RFQ.
   - A discussion of the firm’s understanding of the landscape architectural/design services required for this project and the firm/team’s ability to meet these requirements.
o Provide a reference list of not less than 4 clients of the firm and/or joint venture group. This list should include clients for whom your firm has provided similar architectural design work *during the past four years*. This reference list should include:

- the clients’ name, addresses, contact names, telephone numbers,
- a brief description of each project,
- project duration (please note whether project completed on schedule)
- an original budget and schedule, and
- a final cost and schedule for each referenced project.

**IMPORTANT:** If all of the information requested is not provided, points will be deducted.

There should be a clear focus on projects done on public school grounds that emphasize schoolyard greening. *Be sure that the contact person listed is able to speak about your firm’s involvement/performance.*

o Provide a list of projects each valued between $50,000 - $100,000.

o Citations, Disbarments and Claims: Provide a statement describing any and all of the following which the landscape architect has received in the past three (3) years (maximum length; 2 pages):

- “Claims” – Both insured and uninsured claims which have been paid for errors, omissions, or defects in work product or activities provided or performed by the company.

  This statement must be signed by an officer or principal of the architect’s company and accompanied by the statement “*Under penalty of disbarment I certify that this information is complete and accurate.*”

- Should the landscape architect not have any claims the landscape architect should provide a statement to this effect, signed and certified in the fashion described above.
- Should the landscape architect not have been in business for three years, the history of claims for all of the company’s principals and officers must be provided to equal the required three year period.

**IMPORTANT: IF THIS STATEMENT IS NOT INCLUDED AND SIGNED BY THE APPROPRIATE OFFICIAL, POINTS WILL BE DEDUCTED!**

3. Project Team

Provide the names of the principal-in-charge and the assigned staff members who will comprise the core of your firm’s Project Team. Please provide brief resumes for the key members of your Project Team including years of experience in the following practice areas:

- Educational
- Recreational
- Commercial
- Residential
If members of your team have other relevant certifications (LEED, ARCSA, etc.), be sure to list them.

4. Proposed Fee, Basis of Charges and Name of Insurance Companies:

Submit a fee proposal (see Attachment D) that covers the costs of undertaking all of the tasks specified in the Scope of Work, using the project duration information provided. The proposed fee should be based on a lump sum and should include a schedule of values. The consultant should also include the firm’s unit hourly rate. The proposed fee shall include all associated costs for the following but not limited to materials, equipment, travel, pager services, phone service calls, reproduction, mailing, and profit. Payment will be approved on a performance basis for a total figure not to exceed the fee set for the project. Attachment D illustrates the requisite format and information that must be included in the fee proposal.

- Provide a list of the insurance companies with which your firm/team holds relevant policies.

5. Agency, Relevant Code and ADA Experience

Please briefly **discuss your firm’s specific experience over the last five (5) years** with EACH the following:

- Division of the State Architect
- California Building Code including Title 24, California Code of Regulations as it applies to educational building construction
- Americans with Disabilities Act (ADA)
- California Green Building Standards Code

**IMPORTANT:** Clearly state **specific experience with these agencies/codes in the last five years. General statements related to experience with these agencies/codes will result in lost points.**

IV: RFQ/Project Schedule:

Assuming Construction takes place during the summer 2013, the estimated schedule is as follows:

- Required site visit by Landscape Architectural firms 4/2/2012 – 4/13/2012
- Final RFQ Questions due to SFUSD, 2:00 PM PST 4/17/2012
- SOQ submissions due to SFUSD, 2:00 PM PST 4/25/2012
- SOQ evaluation & Landscape Architectural firm interviews by Green Schoolyard Committee 4/26/2012 - 5/18/2012
- Communication of selected Landscape Architectural firm due to Project Manager, 2:00 PM PST 5/21/2012
- Landscape Architectural firm tentatively identified 5/22/2012
- Anticipated approval to award landscape design services contract by Board of Education 6/12/2012
- Professional Consulting Agreement (contract) due to SFUSD 6/22/2012
- Estimated start of design process with site 8/27/2012
- Deadline to submit 100% completed Bid Packages (drawings & specifications) to SFUSD for review 12/3/2012
- Construction project advertised to public (week of) 2/4/2013
- Final Bid Packages submitted to printers 2/14/2013
- Final Bid Packages available to public for purchase and review 2/18/2013
- Estimated dates for job walk 1 with contractors (week of) 2/18/2013
- Estimated dates for job walk 2 with contractors (week of) 3/11/2013
- Estimated dates for construction project bid opening (week of) 3/25/2013
- Anticipated approval to award construction contract by Board of Education 4/23/2013
- Estimated date to issue Notice to Proceed (NTP) to contractor 5/6/2013
- Estimated date to hold pre-construction meeting with construction team (week of) 5/13/2013
- First day of construction 6/3/2013
- Substantial completion for construction 8/2/2013
- Final completion for construction 9/1/2013
- First day of school for the Academic Year 2013-2014 8/19/2013

The District reserves the right to modify the project’s schedule as necessary.

For questions or requests for clarification, direct your inquiries to Tamar Barlev at the address specified in “Submit Bids” or by phone at (415) 241-6152 ext. 1577. Your proposal will be evaluated by the Dr. George Washington Carver Elementary School’s Principal and Green Schoolyard Committee.

Notes:
All proposals, project drawings and specifications become the property of SFUSD.

Verbal responses to questions regarding this RFQ shall in no way change or modify the RFQ requirements.

Proposers shall not be reimbursed for any costs associated with the preparation of proposals in response to this RFQ.

The District reserves the right, at its sole discretion, to modify RFQ requirements, cancel the selection process or amend the schedule.

V: ATTACHMENTS

A. Dr. George Washington Carver Green Schoolyard Plan report and Concept Plan created by Bay Tree Design
B. SFUSD Sample Contract
C. DVBE Requirements
D. Fee Proposal Format

VI: DOCUMENTS AVAILABLE FOR REVIEW
Other information pertaining to work at specific school sites is available through review of the following documents:

1. 2006 Proposition A Bond Language:
3. SFUSD Project Standard Guidelines – Emailed upon request
GREEN SCHOOLYARD PLAN PARTICIPANTS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Lori Shelton, Project Manager, Green Schoolyard Program
Tamar Barlev, Assistant Project Manager, Green Schoolyard Program
Sancha Newton, Interim Project Manager, Green Schoolyard Program

DR. GEORGE WASHINGTON CARVER ELEMENTARY SCHOOL

Principal Emily Wade-Thompson

PARTICIPATING FACULTY & STAFF

All of Carver Elementary School’s faculty members participated in brainstorming their ideas for the yard, during a faculty meeting. The following faculty and staff members also served on the green schoolyard committee:

Dana Adams
Jessica Black
Lisa Franks
Codi Garfinkle (Chair, Green Schoolyard Committee, 2008-2009)
Gisele Lintz
Karen McGarrah
Erik Mullin
Autumn Rolfson (Chair, Green Schoolyard Committee, 2009-2010)
Crystal White

PARTICIPATING STUDENT

Keith Bell (Student Representative)

PARTICIPATING FAMILY & COMMUNITY MEMBERS

Ten family and community members participated in brainstorming their ideas for the yard, attended the site walk, and/or participated in the design workshop, including:

Glynis Baily
Teine Bell
Jill Hudson
Ercel Iglehart
Haley Laurent
Enoji Robinson
Monifa Turner

BAY TREE DESIGN, INC.

Sharon Danks, Principal-in-Charge
Lisa Howard, Principal
Berkeley, California
(510) 644-1320
info@baytreedesign.com
www.baytreedesign.com
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- 11x17 Poster: Summary of Project Goals and Objectives
- 11x17 Poster: Summary of Participatory Design Process
2006 PROPOSITION A BOND PROCESS

In October 2008, the Carver School community began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enhance the schoolyard with additional recreational, educational, and ecological features that will make it a more exciting, beautiful, interesting and comfortable environment for students and adults.

The 2006 Proposition A Bond program is contributing $150,000 to “green” Carver Elementary’s schoolyard. The ideas for this renovation were developed using a participatory design process that included Carver Elementary’s teachers, PTA, and community volunteers, assisted by environmental planner Sharon Danks of Bay Tree Design, inc. This initial planning phase, completed in November 2009, resulted in a concept diagram that is intended to guide the future development of the school’s gardening efforts, outdoor classroom spaces, and play areas in the years to come. The concept diagram is more ambitious than the bond funding will be able to cover, so the school community has also expressed their priorities and determined which areas they would like to develop first, using their bond funding. (See page 17 for more information about the school’s implementation priorities.) The school community intends to raise additional funding and in-kind support in the coming years, to continue to develop the yard according to the plan.

The next phase of work will begin with the school community’s selection of a landscape architect, who will work with them in Fall 2010 to develop a more detailed design for their highest priority areas. The landscape architect will prepare cost estimates, further refine the scope of work, develop construction documents for the areas to be built, and provide construction administration for these areas. It is anticipated that the infrastructure portions of these projects (pathways, irrigation, and other major construction) will be installed by professional contractors, and that smaller portions of the planting and light construction may be accomplished by the school community with the help of neighborhood organizations and volunteers, if desired by the school. It is anticipated that construction will take place in Summer 2011.

GREEN SCHOOLYARD COMMUNITY

The goals, objectives, spatial layout, and implementation priorities for this green schoolyard plan were defined by a committed group that included Principal Wade-Thompson, the Carver Green Schoolyard Committee, teachers, family members, and neighborhood volunteers. Many of these dedicated individuals were active throughout the process, and have plans for continued work on the yard.
PROJECT KICK-OFF

The Carver Greening Project began with meetings with teachers, PTA members, and community volunteers to discuss the idea of enhancing the schoolyard. Environmental planner Sharon Danks of Bay Tree Design, inc. led these meetings in November and December 2008, and presented schoolyard ecology slideshows to open the conversation and brainstorming sessions. The school community used these meetings to articulate their goals for the schoolyard’s future development and created a list of initial project ideas to be incorporated into the yard. Further description of these meetings is provided in Appendix A: Summary of Teacher and PTA Kick-Off Meetings.

GOALS & OBJECTIVES

To achieve their overall goal of improving the schoolyard’s work and play environment, the community developed a set of specific goals and objectives, striving to create a more comfortable space with strong ecological features, educational opportunities, and a wide array of recreational opportunities that expand children’s options beyond ball play.

GOAL #1: CONNECT CURRICULA TO THE SCHOOLYARD LANDSCAPE

- Create places for classes to meet outside
- Create an edible garden for growing, cooking, and eating healthy food
- Include ecological and environmental systems in the schoolyard design
- Paint a map of the neighborhood on the playground
- Create a weather station

GOAL #2: ENHANCE RECREATION AND PHYSICAL EDUCATION

- Create a PE course for physical fitness activities and a running track
- Increase the variety of creative play options in the schoolyard (e.g. add play houses)

GOAL #3: IMPROVE SCHOOLYARD COMFORT, SAFETY AND AESTHETICS

- Make the schoolyard more comfortable by adding shade, seating, and places to relax
- Reconfigure the schoolyard to add mounds and other landscape variations (e.g. add a hill for recreation that would also act as an amphitheater)
- Improve safety (e.g. change the design of places where tree roots are breaking the asphalt)
- Remove some asphalt
- Use the playground design to celebrate the wonderful views of the surrounding landscape
- Add blooming plants in front of the school and in the planters near the classrooms
- Include a solar powered fountain in the atrium

A complete, ranked list of the ideas generated by the school community is included at the end of Appendix A.
KEY SITE ANALYSIS FINDINGS

In February 2009, the Carver Greening Committee worked with Bay Tree Design to examine the existing physical conditions and uses of the school site. Some of the issues discussed included: sun and shade patterns, pedestrian and vehicle circulation, ecology, existing uses for each area of the yard, and opportunities for improvement. The information gathered during this site walk was mapped so that it could be discussed in more detail at the design workshop. This information was compiled on maps of the school site, in diagrammatic form, to convey the most important findings to the rest of the school community and inform the design process. Copies of these maps are included in Appendix B: Site Walk Maps, and a summary of the most important findings are below. Photographs taken during the walk by Sharon Danks are included in Appendix C: Schoolyard Photographs.

USE PATTERNS

The school site includes several different play areas, on two levels. The teachers currently keep children within their own designated play spaces, most of the time. The green schoolyard committee indicated that this policy may change somewhat when the schoolyard is reconfigured as a green schoolyard, so that all children will be able to share the resources that are created. In the current configuration:

- kindergarteners have two small play areas: one is on the upper yard, adjacent to the building’s main entrance, and the other is on the lower playground, in the southwest corner of the site. The upper space has a small play structure. The lower space has a larger play structure that was installed in Fall 2009 as part of the Prop A Bond’s modernization process. Since these are seen as kindergarten yards, the older children are not generally brought into these spaces to use the play structures, and have nothing to climb on in their own play spaces. The principal and greening committee expressed interest in including an additional play structure for older children in another part of the yard, in the future. (This would not be done with bond funding.)

- 1st graders use a small play yard, between the lower kindergarten area and the bungalows;
- 2nd and 3rd graders use the space in the large, open yard, closest to the school building
- 4th and 5th graders use the space in the large, open yard, farthest from the building.

Physical education classes usually use a portion of the 1st grade yard, and the 2nd-5th grade yards for organized ball games and other athletic activities.

The forested eastern corner of the yard, where a play structure once stood, is not currently used very often.

The courtyard/atrium, within the school building, was recently remodeled and is intended as a wheelchair accessible outdoor classroom space.

PEDESTRIAN & VEHICLE CIRCULATION

The most commonly used pedestrian entrance to the school is the front entrance on Oakdale Avenue. A back entrance, through the gate at the far side of the playground, is also used by some students who live on that side of the neighborhood. (This back entrance is locked when school is in session, for security reasons.) After school, students wait for pick up along the walls that line the approach to the school’s front entrance. The most commonly used entry points to the lower playground are through the downstairs lobby doors, across from the bungalows, and from the cafeteria. Some students also enter the playground through exterior doors that connect their classrooms directly to the playground.
Vehicles deliver students to the school using Oakdale Avenue. This street is a cul-de-sac and is often very crowded at drop off and pick up times. The school bus loading zone is one block away, at the corner of Oakdale Avenue and Keith Street. School staff members park their cars in the designated parking lot, and also in an informal, overflow parking area beyond the parking lot, against the tall, adjacent retaining wall on the east side of the playground. The committee reported some problems with this overflow parking area—occasionally rocks have been thrown at the cars from the housing area, above. After school, cars also generally park informally near the back of the bungalows, on the main playground. (Due to fence behind the bungalows, between the 1st and 2nd/3rd grade playgrounds, vehicles do not enter the kindergarten and 1st grade playgrounds.)

SCHOOLYARD ECOLOGY

This school site is perched in the midst of a large, steep hill, within a residential neighborhood. A very tall retaining wall rises along the northeastern side of the schoolyard (shown, right), and the southwestern side of the yard overlooks a steep drop in elevation with a spectacular, panoramic view of the city and the Bay. The shorter, southeastern edge of the schoolyard adjoins Adam Rogers Park.

Most of the school grounds are paved with asphalt and concrete. There are a few, small, unpaved (dirt- and mulch-covered) spaces in the upper and lower kindergarten yards, and along the eastern edges of the yard, near the tall retaining wall and the park. A large portion of the southwestern edge of the main playground is an asphalt-covered deck (podium), supported from below by pillars. We were advised by SFUSD that this portion of the yard, and a substantial portion of the adjacent playground space, should remain paved to protect the elevated structure and the hillside below. (Note: Bay Tree Design, inc. did NOT evaluate this structure from a technical or engineering perspective. All future changes to the asphalt in this area should be discussed with SFUSD and an engineer familiar with the playground’s support infrastructure.)

The lower playgrounds for 1st-5th grades are wide open, with very little shade cast by the perimeter trees and buildings. This means that on warm spring and fall days, the playgrounds are very hot and children have few refuges from the sun. On the upper and lower kindergarten yards, a few small trees provide some shade, although most of these play areas receive full sun.

WATER SOURCES

Hose bibs were noted in the kindergarten and 1st grade play areas, but not in the 2nd-5th grade playgrounds. Our site walk team did not check the hose bibs we encountered to make sure they were all operational. Two drinking fountains are also present in the lower kindergarten yard and 1st grade yards, but not in the other play spaces. If additional planting spaces are added as part of this green schoolyard project, it is likely that additional water sources will be needed.
OPPORTUNITY AREAS

During our site walk, the green schoolyard committee identified some opportunity areas onsite.

Near the school’s main entrance, they noted the opportunity to expand on the existing artwork and plantings to further improve the sense of arrival and welcome, and expressed their desire to add additional seating for children who are waiting to be picked up after school. Similarly, the committee identified the need to refresh the aesthetic of the upper kindergarten playground (i.e. repair and repaint benches, etc.), seen as visitors enter the school, and to improve the broken asphalt in the lower kindergarten yard, perhaps by unpaving this space to allow the plants to thrive (shown below, left).

In all of the playground spaces, the committee noted that the children could use a wider range of recess activities, to expand beyond ball games to include creative play opportunities (play houses, nature play, etc.), and that teachers would appreciate outdoor classroom spaces in these locations to use with their students during class time.

There is a small courtyard-like space, tucked between the school building, the upper kindergarten yard, and the staff parking lot’s driveway (shown, right), that caught the committee’s eye on our walk. This attractive space, filled with vegetation, could be used as an outdoor classroom if desired.

We identified the forested corner of the main playground (shown below) as an opportunity to expand the greenery in the main playground, using the existing, mature trees as the core of an expanded nature play zone. The shallow slope under the trees also seemed suitable as a potential location for an informal outdoor classroom space.
The group also felt that it was important to emphasize the amazing views of the surrounding landscape (shown above), and to integrate the view into the schoolyard design, to use it for both aesthetic and educational purposes.

The main pathway between the school building’s lower lobby and the lower playgrounds (shown, right), is traveled by almost all of the students on a daily basis. This area was identified as an ideal place to add greenery for shade and beauty, where it would be enjoyed by everyone.

**DESIGN WORKSHOP DESCRIPTION**

Approximately twelve parents, teachers, and community volunteers, and several students, met again in March 2009 to participate in a design workshop organized by Bay Tree Design, inc. At the workshop, the participants worked in two groups to create designs for the schoolyard. Each group developed their concepts based on the earlier site research and the goals that sprang from the kick-off meetings. Each group presented their ideas to the others at the end of the meeting.

Below are photographs of the workshop in progress, along with a summary of each group’s ideas and pictures of the designs they created.
The participants in design workshop Group #1 carefully considered each area of the school grounds. Their recommendations include additional greenery, artwork, creative play spaces, and the use of durable materials.

Their plan recommends improving the upper kindergarten yard to include additional plantings near the school’s front entrance, and more plantings, play houses, and water play in the eastern portion of this playground. They would also like to see the space behind the building’s northeast corner developed into an outdoor classroom with seating. For the lower kindergarten yard, they envision expanding the existing unpaved area (near the stairs) to include space for nature play with log seats, a mural, and another fruit tree. They would like to see garden beds and children’s artwork along the fence line, a shade awning, and places for open-sided play houses.

In the 1st grade playground, they would like to place greenery around the central pathway that extends from the building’s playground entrance to the large playground. They envision adding more seating and murals to this space.

Nearby, on the larger playground, they would like to create a meandering bench or seat wall in the shape of a cheetah, with a “village” themed mural behind it on the fence. Their plan for the main playground (2nd-5th grade space) includes additional trees, a drinking fountain, and a new play structure, all near the building. They would like a new rubberized running track around the widest portion of the playground, with other playground games striped in the middle of the track, and greenery and other points of interest around the perimeter. Near the side of the playground with the lovely view, they would like to include a
painted map of the neighborhood on the ground, and seats to use to enjoy the view and discuss local geography. Their plan includes an amphitheater for the existing hilly/green corner of that playground. They would like to further enhance that area by removing some of the nearby asphalt to create more green space for meandering pathways through a butterfly garden, native clumping grasses, and an edible garden. They would also like to soften the tall retaining wall in that area using shade trees.

Their plan also addresses their building’s central courtyard. They would like to add flowers and bird-attracting plants to this space, along with a recirculating fountain.

DESIGN WORKSHOP GROUP #2

Group #2 also addressed most of the school grounds in their draft schoolyard design, and shared many ideas with Group #1. Like Group #1, they would like to see the central courtyard become an outdoor classroom space with seating, a fountain, and flowers. They would also like to see the “secret garden” (behind the building’s eastern side) become an outdoor classroom space with seating, storage, and a portable chalkboard. They included an idea to create a new mural on the wall to the west of the front entrance.

As in Group #1’s plan, Group #2 would like to add creative play elements to the upper kindergarten yard (in this case, in the form of a “digging bed”), and expand the existing planting area in the lower kindergarten yard to create a nature play space with a mural and second digging area.

Group #2’s plan suggests adding small basketball hoops to the lower kindergarten and 1st grade playgrounds, so younger children will be able to play basketball at their own skill levels. Their plan also
includes more murals, planter boxes, and trees for these playgrounds, along the building—and the addition of a telescope that children can use to look out over the landscape toward the Bay.

In the large playground (for 2nd-5th grades) this group would like to see additional running track space, and a map of the neighborhood that matches the view the children enjoy from their playground, along with a telescope that would facilitate learning more about the landscape in the distance. Like Group #1, they would like to expand the existing hilly corner of the yard by removing additional asphalt, and including an amphitheater, additional green space, trees, and an edible garden.

Like Group #1, this plan also suggests that the school make space for a new play structure for the older students. However, they recommend placing this play structure in the southeast corner of the yard—along with a privacy/security wall that will help to keep children safe from the neighborhood violence that sometimes occurs in the public space outside the school, in that area.

CONCEPT DIAGRAM

After the design workshop, Bay Tree Design reviewed the school community’s ideas and combined them to create a Concept Diagram, which was subsequently reviewed and refined by the Carver Green Schoolyard Committee, Principal Wade-Thompson, and SFUSD staff. The resulting Concept Diagram, approved by the school community in November 2009, represents the culmination of the school community’s work to date.

The plan expresses the Carver School community’s collective vision for the school grounds, depicts their consensus about the direction their green schoolyard project should take, and illustrates the general spatial layout and programmatic goals and activities they desire onsite. The plan and this written description are intended to guide the future development of the schoolyard’s ecology, outdoor classrooms, and play spaces for the Prop A Bond process and future work the school envisions for their site (to do on their own) over the next 5-10 years.

The text below summarizes the main ideas in the Concept Diagram, and groups the ideas according to their locations within the schoolyard. The description below is intended to accompany the Concept Diagram for Carver’s green schoolyard, dated November 20, 2009. It follows the diagram in sequence, starting with the atrium in the center of the school and moving counterclockwise around the Concept Diagram. Please see the attached Diagram.

OVERALL DESIGN CONCEPTS

The design ideas in this plan follow a central set of design concepts that follow the school’s goals, developed through discussions with the principal, teachers, staff, parents and community members over the course of the project.

Overall Framework: The school grounds are currently divided into sections, by grade level. In the new schoolyard configuration, each grade level will still have their own primary space, but other grade levels will share these areas some of the time, so that all children have equal access to the green spaces onsite. The central corridor on the lower playground (near the bungalows) will be a green zone for everyone to enjoy. The northeast corner of the largest yard will be enhanced as a nature play area, school garden, and outdoor classroom area for all grade levels to share.

Comfort: The new design will make the schoolyard a more comfortable place by providing shade, adding seating, and adding “quiet zones” where children and adults can relax comfortably.
Ecology: The new schoolyard design is intended to add some shade trees that will also be beneficial for local birds and wildlife. A garden with edible plants will also produce crops in the fall, winter and spring, providing nutritious fruit and vegetables for the students. All of the plantings will be rich teaching resources.

Education: Each yard will include group seating areas and outdoor learning spaces, with curriculum-tied features, intended to provide teachers with additional hands-on resources to enhance the coursework they are already teaching.

Recreation/Play: The plan includes areas devoted to active play, creative adventures, play structures, and ball games. The idea is to increase the diversity of play activities offered to the children so that they may have more choices at recess, while still serving the needs of the physical education classes.

Community: The schoolyard improvements will require some maintenance and at the same time provide the Carver community with an opportunity to personalize their space. The Green Schoolyard Committee hopes to engage the school community as active stewards of the grounds and will hold work parties from time to time to engage families in ongoing maintenance tasks. Students may also be involved in caring for the grounds in some way.

COURTYARD OUTDOOR CLASSROOM

The courtyard/atrium in the center of the school was recently renovated as part of the Prop A Bond’s modernization process. It is now wheelchair accessible, and includes seating and some plantings. The school would like to eventually add a sink and table for outdoor cooking projects, a pond with a solar powered fountain, and weather station equipment (to connect to the curriculum).

“SECRET GARDEN” OUTDOOR CLASSROOM

This space, located behind a locked gate at the back of the upper kindergarten yard, is a peaceful place with existing trees and vegetation. A door opens into this space from the main classroom building.

The school would like to further enhance this area so that it can be used as a quiet outdoor classroom. To accomplish this, they would need to create an ADA-compliant pathway through the space; repair the existing broken lighting system in this area; check the irrigation system; add mulch or other soft ground surface in and around planted areas; remove some of the thick ivy that currently covers the ground; and improve/diversify the plantings, for example, by adding some flowers (requested by the school). Teaching amenities that are requested for this space include: seating for 10-30 children (half of a class or a whole class); a white board and other teaching resources; and a sturdy, lockable storage shed or closet, to keep teaching supplies close by.

NATURE PLAY ZONE IN THE UPPER KINDERGARTEN YARD

The concept diagram calls for diversifying play opportunities in the upper kindergarten yard, to give children more activity choices at recess. The school would like to enhance the existing unpaved space by adding several open-sided playhouses to create a “playhouse village” to encourage imaginative play. (Their open sides and roofs would maintain visibility during recess, and discourage their use by adults after school.) The playhouses would be set within a nature play zone.
with boulders, logs, plantings, and mulch, that provide open-ended “nature play” opportunities, and a variety of materials to touch and explore. The school would also like to add more painted games on the asphalt in this space, and to repair and repaint the benches that currently ring the perimeter of this yard.

ENHANCED SCHOOL ENTRANCE

The school would like to enhance the front entrance by adding artwork to the large building wall adjacent to the entryway doors, where students line up while waiting to be picked up after school. They envision this artwork as a large, vibrant tile mosaic mural that would welcome visitors to the school.

NATURE PLAY ZONE IN THE LOWER KINDERGARTEN YARD

The lower kindergarten yard is an “L” shape, that wraps around the school building’s southwest corner. At the “top” of the “L”, near the stairway that comes down from the street, is a small existing, ground-level planting bed with several trees and some bushes. The tree roots in this zone have broken the adjacent paved surface. The plan for this space is to expand the planted zone by removing the broken asphalt, and allowing the trees to have the room that they need. This new soft area would become a nature play zone with: a wheelchair accessible pathway: a small boulder seating area: and mulch or other soft ground surface near the plants. A colorful mural can be added to the adjacent building wall to further enliven this space, and to enhance the nature-play theme. (For example, paint a mural depicting a California wildlife habitat, if the plantings used in this space are natives.) The vegetation in this area should be pruned to allow for easy supervision. For example, prune the lower branches of bushes so that teachers can see children’s feet moving behind the bushes, etc.

The new play structure in this yard sits at the corner of the play space. Nearby, the school would like to install an open-sided playhouse to encourage more imaginative play. Around the corner of the building, near the south side of this small yard, the plan calls for additional “social seating” in the form of picnic tables, to allow classes to meet outside, or to let children to eat or work in small groups with their peers. This seating area could also include raised beds with flowers and other colorful plantings.

1ST GRADE YARD

The design for this portion of the school grounds seeks to diversify play opportunities for the 1st graders, and also to provide a feeling of welcome and a “green heart” to the school, along the central outdoor corridor used by so much of the school community.

Look-Out Points: After walking out of the lower kindergarten yard into the 1st grade play yard, visitors come to a stairwell that goes up to the top floor of the building. On our walk around the schoolyard, the Green Schoolyard Committee noticed that the top of this stairway has a beautiful view of the surrounding city and the Bay, making it an idea “look-out point.” (This top landing is also accessible via a doorway into the school building, so it would be accessible without climbing the stairs.) The plan calls for mounting a telescope at this upper landing, to enjoy the view of the landscape. It would be most useful at class time, rather than recess, due to the difficulty of
supervising the stairwell, itself. The telescope could also be a removable piece that only comes outside during class time, if that is more convenient.

A second balcony, overhanging the building’s entrance to the 1st grade yard, also provides similar appeal as a look-out point. This location is visible from the school’s main lobby, through tall windows, and is accessible from a door in the lobby area. (It is not accessible from the playground.) This location would be similarly useful for viewing the landscape using telescopes, and would also be a potential location for the weather monitoring equipment desired by the teachers. (e.g. a thermometer, barometer, windsock and/or meter, etc.)

**Small Ball Play Areas:** The plan calls for adding additional ball games to this small yard, in the form of two small basketball hoops, installed at a low level that is appropriate for kindergarteners through 2nd graders. The hoops could potentially be mounted on the concrete wall of the building, itself, or installed in another manner. Since this arrangement is only intended for informal play, the ground surface does not need to be striped for basketball.

Nearby, the school would like one of the existing four-square courts to share space with a painted “human sundial”. The sundial markings would co-exist with the ball play markings, so each can be used at different times. The human sundial would be painted so that a child’s shadow will indicate the time of day on a painted clock face on the ground.

**Central Green Zone:** As mentioned above, the 1st grade yard includes an outdoor corridor that is heavily used by all grade levels as they exit the building for recess on the playground, and is also used by students and their families as they enter and exit the school (for those arriving from the east side of the school, through the adjacent park). This heavily used walkway begins at the school building’s ground floor doors and extends through the fence/gate near the bungalows. (See photograph on page 7). Because this space is so heavily used, it presents an opportunity to add greenery that everyone at the school can enjoy as they pass through, and that the 1st graders can enjoy when they are outside for recess. It will also be visible from some of the building’s windows.

To create this central green zone, this plan recommends: creating an attractive and inviting pathway that will unify the appearance of this corridor using trees, plantings, and decorative paving; including a welcoming entry arch over the existing gate near the bungalows; including flowering and fruiting trees, placed in the ground or in planters according to what is feasible, due to the elevated nature of part of this yard; and adding social seating in the form of grouped benches, boulders, and/or picnic tables, to encourage social gatherings during recess and class time.

This corridor will also extend slightly into the adjacent 2nd-5th grade yard, to connect to a space the school would like to use for a play structure in the future; and to a special bench they would like to build in the shape of a cheetah. The cheetah bench would be situated along the fence line, behind the bungalows, and could be made by the school community using a sculptural material such as cob (an adobe-like mixture of clay, sand, and straw) or “earth bags” (sandbags stacked like bricks, with a thin coating of colored concrete and tiles). The community envisions a “village” themed wooden cut-out mural, added as a backdrop behind the cheetah bench, along the fence.

**LARGEST PLAY YARD (2ND–5TH GRADE YARD)**

The largest yard on the school grounds, now used by 2nd-5th graders, currently only provides ball play space—and no other activities for the children. The school would like to diversify their recess offerings in this area, and add a blend of curriculum-tied features, and other play opportunities for the children. This space is very large, and has plenty of room to include ball courts, a running track,
a future play structure, and other active pursuits, as well as the curriculum and nature play related features. All of these activities should also be designed to emphasize the beautiful view.

**Play Structure:** The school would like to designate a space near the school building to be used in the future for a new play structure for the older children at the school. This structure would NOT be purchased with bond funds.

**Ball Game and PE Striping:** The school would like to redraw many of their playground striping patterns to be able to incorporate a variety of play and learning activities on this playground. The striping shown on this drawing is only intended to be conceptual—to illustrate the approximate size and shape of different painted game courts that could fit on this very large playground. (A more precise playground striping plan would be required before painting can occur.)

Many of the painted features are drawn on this plan near the edge of the schoolyard, where the playground surface is supported by an elevated structure. Painted play areas are a good use for this zone since this elevated “podium” may NOT be used for planting trees, removing pavement, and other activities that would change the permeability of or load on the engineered support structure underneath. (Please note: All changes to this portion of the playground edge should be pre-approved by SFUSD, and their engineers, before the school community does any work here. Bay Tree Design did not conduct any engineering studies of this area.)

The plan includes two basketball courts near the edge of the yard. Placement of basketball hoops/poles on this elevated portion of the yard will require further study. (The existing basketball hoops/poles are in similar locations, but would need to be moved if this configuration is used.)

The central painted feature of this large playground would be a running track that would include a portion that allows children to run in a large loop, and another portion designed for short, straight sprints. The track will intersect with the nature and gardening area in the northeast corner of the yard, so that children running on the track will have a variety of experiences (sun and shade) and views as they travel around the loop. The yard also includes spaces for four square games and other types of painted courts, as desired by the school. Many more courts could be added to this plan, than are currently shown, for example, in the center of the track.

**Curriculum Ties:** Some of the painted elements in this yard are intended to have curriculum connections. The yard could include a second, painted, “human sundial” (see page 15), and an elaborate, painted neighborhood map. The map concept is intended to use the magnificent view of the San Francisco Bay as a teaching resource, by painting the features visible in the landscape below onto the playground. This would allow students to learn about their local neighborhood and its prominent features. The map would be oriented in the same direction as the view, and include a compass rose, and benches for students to gather on while using this teaching resource. This type of map is something that could potentially be created by a local mural artist.

**Nature Zone for Learning and Play:** The northeast corner of the playground is currently home to a small hill and a group of mature trees. The school would like to use this area as the core of an expanded nature zone that would be useful at recess for open-ended nature play activities, and during class time as a venue for outdoor lessons. They would like to remove some of the asphalt surrounding this location to expand mulch- and soil-covered areas, and to plant new trees to increase the shade onsite. The focal point of this space would be a wheelchair accessible seating area/amphitheater, made from informally arranged boulders, that nestles into the hillside around an accessible pathway and ground-level stage. A portion of this nature zone would also include picnic tables for small group work and social gatherings. This new nature space would require irrigation, at least until the plantings are established.
The school would like to create a large edible garden, adjacent to the nature zone, along the back wall, surrounded by an attractive picket fence. This space would also have a wheelchair accessible pathway through it, and would require an irrigation system and hose bib.

Since the large retaining wall on the north side of the playground is quite tall and somewhat imposing, the school would like to plant shade trees along the edge, west of the edible garden, to soften the wall’s appearance. The trees would also help to shelter the teachers’ cars that are often parked on this portion of the playground.

Welcoming Entrance and Beautiful Fence: A tall chain link fence separates the eastern edge of the schoolyard from the adjacent neighborhood park. Many students enter and exit the school grounds through this gate. The school would like to make this entrance more welcoming by creating an entry arch with decorative artwork. Similarly, the fence, itself, presents an opportunity to add a see-through mural created using wooden cut-outs, on the fence. The concept is to add a lively, colorful backdrop to the nature area, while also maintaining good visibility between the park and the school.

**SCHOOLYARD GREENING PRIORITIES & PROPOSED PROJECT PHASING**

The Concept Diagram for Carver’s green schoolyard includes ideas that are larger than the Prop A Bond process, and are intended to be accomplished in the years to come. The school community has identified the projects within this plan that they would like to implement with the $150,000 funding from the bond. They have divided their green schoolyard plan into phases as described below, to accomplish their goals as the bond funds allow. Please see Appendix D: Green Schoolyard Implementation Priorities, for a phasing diagram that corresponds to the description below.

Please note: The school intends to build and plant some of the green schoolyard projects on their own, or with the help of other outside non-profit organizations. For Phase One (Prop A Bond) projects, any work by the school community will be accomplished after the professional contractor(s) have completed their work and SFUSD has approved their installations.

**PHASE ONE**

Projects to implement with Prop A Bond funding, listed in order of priority. Please note that it is unlikely that bond funding will be able to accomplish all of these tasks due to the length of the list below:

1st Priority: The school’s highest priority for the use of their bond funds is the large Nature Play Zone in the largest playground (2nd-5th grade yard). This priority area includes the key infrastructure such as: the large group gathering space (informal amphitheater); ADA compliant pathways; some asphalt removal if feasible; tree planting; and boulders. If funds allow, it also includes the picnic table seating; irrigation; and artwork along the fence.

2nd Priority: The school’s second priority is the Edible Garden adjacent to the space above. This space, too, will require some asphalt removal (if possible); irrigation; a picket fence around the garden’s perimeter; and garden bed construction and/or soil amendments. It may also include: a secure tool shed; picnic tables or other garden seating; and initial plant materials.
3rd Priority: The school’s third priority is to improve their two Kindergarten Yards, emphasizing nature play and increasing the diversity of activities offered to the students at recess, as noted on the concept diagram.

4th Priority: The school’s fourth priority is the Central Green Zone, located in the 1st grade yard. This series of improvements would create a planted corridor in the heart of the school’s outdoor space, for all to enjoy. It would include plantings in the ground and in raised beds, irrigation, seating, and other elements described above.

5th Priority: The school’s fifth priority is to create two of the painted features on the playground: the Human Sundial in the 1st grade yard, and the Neighborhood Map in the large play yard.

Carver’s Green Schoolyard Committee would like to focus their construction funds on the infrastructure needed to create these projects, such as asphalt removal, irrigation and drainage systems, ADA compliant pathways, small hills/landforms, etc. The school community would like to do some of the smaller elements on their own (i.e. seating, plantings, signage, artwork, etc.), following the advice of their landscape architect, to help their funding go farther. They would also like to partner with local non-profit organizations to help them with their portion of the hands-on work.

PHASE TWO

Phase Two includes projects to implement after the bond process is over, with funds raised by the school and local non-profits. Major projects may be implemented one per semester or year, or as funding and volunteer assistance allows. These projects are likely to occur within the next 5 years.

This list will include the items on the Green Schoolyard Concept Diagram that were not accomplished with bond funds. For example, further development of Priority Areas listed above, if needed; plantings and other small-scale improvements; and a future play structure.

NEXT STEPS

After completing this initial, broad-brush, participatory design phase, Carver School will embark on the detailed design portion of the project, which will be led by a landscape architect that the school community selects. Carver School will work with Lori Shelton (SFUSD’s Green Schoolyard Project Manager) to write an RFQ for the Phase One Area of their green schoolyard project, listing the items they plan to implement with their bond funds. The green schoolyard committee and principal will help to interview and select the landscape architect. Later, they will work with this person to create a more detailed, schematic plan for the project area and construction drawings for the portions of that plan that will be built by a professional contractor.

While working with the landscape architect, the school community will have an opportunity to decide which components they wish to undertake themselves (i.e. building benches or planters, creating artwork, planting vegetation, etc.), and which components will need to be built by a professional contractor.

When the landscape architect has completed his/her construction drawings and they have been approved by SFUSD, they will go out for bid to professional contractors. Once hired, the contractor will construct their portion of the project first. Then, the school community will add their portion of the work after the contractor’s construction phase has been completed.
CARVER SCHOOL – GREEN SCHOOLYARD PROJECT

SUMMARY OF TEACHER AND PTA KICK-OFF MEETINGS
NOVEMBER 10, 2008 AND DECEMBER 18, 2008

The first green schoolyard meeting for the faculty at Carver School was held on November 13, 2008. The meeting was led by Master Planning Strategist, Sharon Danks (Principal, Bay Tree Design, inc.) and Sancha Newton, representing SFUSD. Principal Wade-Thompson and the full faculty body attended the meeting, along with a representative from the community, and a student representative. On December 18, 2008, Sharon Danks and Sancha Newton led a similar meeting for Carver’s parents and community members at a PTA meeting. The meeting was also attended by teacher Lisa Franks, Principal Wade-Thompson and several student representatives. A total of about 10 people from Carver School attended this meeting.

Each session opened with an explanation of the Prop A Bond’s green schoolyard program, followed by a green schoolyard-themed slideshow. The slides illustrated some things that other schools have done with their school grounds to encourage schoolyard ecology, and wider options for outdoor learning and nature play.

After the slideshows, the teachers, parents, community members, and student representatives participated in a discussion and brainstorming session about their schoolyard, and gave their feedback about what they thought might be appropriate for Carver’s schoolyard. They also brainstormed a list of their overall goals for the schoolyard greening project, and some specific programmatic ideas that they would like to relate to their existing curricula. (PTA attendees added their ideas to the lists created by the teachers at the earlier meeting.) After the lists were completed, each teacher received 4 stickers that they used to “vote” for their top priorities on the lists. (In the much smaller parent meeting, each participate received 8 votes.) They were allowed to spread out their votes, or to put more than one sticker on a specific item if they felt strongly about it.

The ideas generated in these meetings are listed below, along with numbers that indicate the quantity of “votes” each item received. This voting process was intended to help determine the group’s initial priorities, but the list can be revisited as the project progresses. The teachers said that they plan to continue brainstorming and discussing these topics in the weeks to come.
Goals & Ideas for the Green Schoolyard at Carver School
Brainstormed by the teachers & PTA meeting attendees

Black text: Teachers’ Ideas & Priorities = (# of votes)
Blue text: PTA Meeting Attendees’ Ideas & Priorities = (# of votes)

The ideas below are grouped by topic and listed in order of priority as indicated by the total number of votes each idea received (teacher meeting + PTA meeting). Ideas added at the PTA meeting are listed in blue text.

**LEARNING: Educational goals & curriculum connections to the schoolyard**
- Create an edible garden so the classes can eat and cook what they grow (8) (5)
  - Maybe include chickens in this garden
- Tie multiple grade levels’ educational standards to the schoolyard landscape (5) (2)
- Select plants that can be tied to the curriculum, and install them in the planters outside of each classroom (i.e. native and local plants) (4) (1) – also see native/local plant ideas below
- Paint a map of the Bay View neighborhood on the ground to teach about the local area (5)
- Create a weather station with a rain gauge and other equipment (3) (2)
- Paint a large sundial on the schoolyard to help kids understand the passage of time (4)
- Create a log story telling area (1)

**PLAY: Schoolyard recreational goals & ideas**
- Create a PE course for exercise (8) (2)
- Include a running track (6) (6)
- Add playhouses to the schoolyard (just framed, easy to see into) (6)
- Include water play in some way (2)
- Add simple musical instruments that can be used for “sound play” (2)
- Add tires to play on (2)
- Add more choices for play at recess (1)
- Create a simple arrangement of logs that can be used for seating or as a balance beam (1)

**COMFORT: Schoolyard comfort, microclimate & seating goals**
- Add shade and seating (9) (7) (+ 11 more votes below + 3 more for seat walls = 30 votes for seating!)
  - Create an outdoor classroom to seat a whole class (4) (4)
  - Create a comfortable place to sit with a small group (1) (2)
- Add a hill for recreation that would also act as an amphitheater (8) (3)
- Create a variety of microclimates (some with sun, some shade, etc.)

**SCHOOLYARD CONFIGURATION & BEAUTY: Ideas about the use of space & aesthetics**
- Add plants that bloom year-round to the front of the school (4) (3)
- Create a fountain (to look at) with flowing water in the atrium (6)
- Add mosaics and/or murals (1) (3)
- Use seat walls to separate grade level play zones (2) (1)
- Make the play space multi-leveled (1) (1)
- Create a quiet zone/ball free zone (1)
- Add a patch of grass/artificial turf (1)
- Use the interior courtyard for something – perhaps add a pond there

**NATURE: Schoolyard ecological goals**
- Reuse building materials to create new things, such as reusing tile for mosaics (2) (2)
- Incorporate composting (4)
- Incorporate renewable energy systems onsite (i.e. solar) (1) (1)
- Foster wildlife habitat by using plants (i.e. use native plants to encourage butterflies and birds to visit the schoolyard) (1)
- Connect the schoolyard to the local watershed (1)

Notes compiled by Sharon Danks, Bay Tree Design, inc.
Below are the ideas that received two or more votes overall, in ranked order:

- **27 votes:** Add shade and seating, including spaces to seat a whole class and smaller seating areas for small groups (votes are combined totals from all three categories) *(14 votes from the faculty meeting) (13 votes from the PTA meeting)*
- **13 votes:** Create an edible garden so the classes can eat and cook what they grow *(8) (5)*
- **12 votes:** Include a running track *(6) (6)*
- **11 votes:** Add a hill for recreation that would also act as an amphitheater *(8) (3)*
- **10 votes:** Create a PE course for exercise *(8) (2)*
- **7 votes:** Tie multiple grade levels’ educational standards to the schoolyard landscape *(5) (2)*
- **7 votes:** Add plants that bloom year round to the front of the school *(4) (3)*
- **6 votes:** Add playhouses to the schoolyard (just framed, easy to see into) *(6)*
- **6 votes:** Create a fountain (to look at) with flowing water in the atrium *(6)*
- **5 votes:** Select plants that can be tied to the curriculum, and install them in the planters outside of each classroom (i.e. native and local plants) *(4) (1)*
- **5 votes:** Paint a map of the Bay View neighborhood on the ground to teach about the local area *(5)*
- **5 votes:** Create a weather station with a rain gauge and other equipment *(3) (2)*
- **4 votes:** Paint a large sundial on the schoolyard to help kids understand the passage of time *(4)*
- **4 votes:** Add mosaics and/or murals *(1) (3)*
- **4 votes:** Reuse building materials to create new things, such as reusing tile for mosaics *(2) (2)*
- **4 votes:** Incorporate composting *(4)*
- **3 votes:** Use seat walls to separate grade level play zones *(2) (1)*
- **2 votes:** Include water play in some way *(2)*
- **2 votes:** Add simple musical instruments that can be used for “sound play” *(2)*
- **2 votes:** Add tires to play on *(2)*
- **2 votes:** Make the play space multi-leveled *(1) (1)*
- **2 votes:** Incorporate renewable energy systems onsite (i.e. solar) *(1) (1)
Schoolyard Ecology

Opportunities & Challenges

Bay Tree Design, inc.
APPENDIX C

SCHOOLYARD PHOTOGRAPHS – CARVER SCHOOL
DECEMBER 2008 & FEBRUARY 2009

FRONT ENTRANCE

FRONT / UPPER KINDERGARTEN YARD

Photographs by Bay Tree Design, inc.
GATED AREA BEHIND KINDERGARTEN

ATRIUM OUTDOOR CLASSROOM SPACE

Photographs by Bay Tree Design, inc.
APPENDIX C

LOWER KINDERGARTEN YARD

1ST GRADE YARD

Photographs by Bay Tree Design, inc.
2\textsuperscript{nd}-5\textsuperscript{th} GRADE YARD (IN THE BACK)

NATURE PLAY AREA & BACK GATE

Photographs by Bay Tree Design, inc.
In October 2008, the Carver Elementary School community began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enrich the schoolyard with additional recreational, educational, and ecological features that will make it a more exciting, beautiful, interesting and comfortable environment for students and adults.

Goal #1: Connect curricula to the schoolyard landscape
- Create places for classes to meet outside
- Create an edible garden for growing, cooking, and eating healthy food
- Include ecological and environmental systems in the schoolyard design
- Paint a map of the neighborhood on the playground
- Create a weather station

Goal #2: Enhance recreation and physical education
- Create a PE course for physical fitness activities and a running track
- Increase the variety of creative play options in the schoolyard (e.g. add play houses)

Goal #3: Improve schoolyard comfort, safety and aesthetics
- Make the schoolyard more comfortable by adding shade, seating, and places to relax
- Reconfigure the schoolyard to add mounds and other landscape variations (e.g. add a hill for recreation that would also act as an amphitheater)
- Improve safety (e.g. change the design of places where tree roots are breaking the asphalt)
- Remove some asphalt
- Use the playground design to celebrate the wonderful views of the surrounding landscape
- Add blooming plants in front of the school and in the planters near the classrooms
- Include a solar powered fountain in the atrium

The Carver Greening Project seeks to transform the school into a vibrant and healthy place in which we encourage our students to play, learn, and develop respect for themselves, each other and the spectacular landscape and weather this environment has to offer.

The Greening Carver Committee invites you to join this exciting project!
The Carver Elementary School community began a participatory schoolyard design process in October 2008 as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The goal of the green schoolyard program is to enrich the school’s campus with additional recreational, educational, and ecological features that will make it a more exciting, beautiful, interesting and comfortable environment for students and adults.

1. PROJECT KICK-OFF

The Carver Greening Project began with meetings with teachers, PTA members, and community volunteers to discuss the idea of enhancing the schoolyard. Environmental planner Sharon Danks of Bay Tree Design, inc. led these meetings in November and December 2008, and presented schoolyard ecology slideshows to open the conversation and brainstorming sessions. The school community used these meetings to articulate their goals for the schoolyard’s future development and created a list of initial project ideas to be incorporated into the yard.

2. SCHOOLYARD RESEARCH

In February 2009, the Carver Greening Committee worked with Bay Tree Design to examine the existing physical conditions and uses of the school site. Some of the issues discussed included: sun and shade patterns, pedestrian and vehicle circulation, ecology, existing uses for each area of the yard, and opportunities for improvement (shown, left). The information gathered during this site walk was mapped so that it could be discussed in more detail at the design workshop.

3. DESIGN WORKSHOP

A group of interested teachers, PTA members, and community volunteers met again in March 2009 to participate in a design workshop organized by Bay Tree Design and facilitated with the assistance of the Carver Greening Committee. At the workshop, the participants worked in two groups to create designs for the schoolyard. Each group developed their concepts based on the earlier site research and the goals that sprang from the kick-off meetings. The workshop ended with each group presenting their ideas.

4. CONCEPT DIAGRAM

After the design workshop, Bay Tree Design reviewed the school community’s ideas and combined them to create a concept diagram, which was reviewed by the principal, the Carver Greening Committee, teachers, families, students, and community volunteers. The resulting concept diagram (above) seeks to illustrate the school’s consensus about the green schoolyard’s general direction and design in the years to come, and describes the intended uses for each area. The school community has selected a portion of this plan to implement with their bond funds, and will pick a landscape architect to help them develop the design in more detail.
This Agreement is dated for convenience XXXXX XX, 2011, and is entered into between XXX LANDSCAPE ARCHITECTS (hereinafter “Consultant”) and the San Francisco Unified School District (hereinafter “District”).

RECITALS
WHEREAS, The Consultant has experience and expertise in landscape design services;
WHEREAS, The District desires that the Consultant render professional services to provide Green Schoolyard Program design for XXX school related to the passage of the District’s Proposition A 2006 Bond Program,
WHEREAS, Consultant represents itself able and, for a consideration, willing to perform the services required by the District;
NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

1. AVAILABILITY OF FUNDS AND BUDGET AND FISCAL PROVISION AND TERMINATION IN THE EVENT OF NON-APPROPRIATION
   a. This Agreement is subject to the budget and fiscal policies, regulations, and practices of the District.
   b. The amount of the District's obligation hereunder shall not at any time exceed the amount herein stated.
   c. The District has no obligation to renew this Agreement after expiration of its term. If funds are appropriated for a portion of a fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
   d. This section controls against any and all other provisions of this Agreement.

2. TERM OF THE AGREEMENT
   The Agreement shall become effective beginning XXXXX XX, 2011 and shall terminate on or before XXXXX XX, 2013.

3. SERVICES CONSULTANT AGREES TO PERFORM the consultant will perform all services as described in its proposal dated XXXXX XX, 2011 attached to this Agreement.
4. **COMPENSATION**

The Consultant shall be paid as per its proposal dated **XXXXX XX, 2011** attached to this Agreement, for services rendered. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and timely manner as set forth in Section 3 of this Agreement. The amount of money to be paid to the Consultant under this Agreement shall not exceed **XXXXX dollars (US $XXXXX.XX)**. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement and a Board Resolution authorizing said increases. It shall be the responsibility of the Consultant to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

Contractor’s overhead and profit on change orders resulting from errors and omissions on the part of the Consultant shall be deducted from the Consultant’s fees.

5. **TERMINATION**

a. It is expressly understood and agreed that in the event the Consultant or the District fails to perform its obligations under this Agreement, this Agreement shall be terminated and all the Consultant’s and District’s rights hereunder ended. Termination shall be upon ten (10) days written notice to the defaulting party, and no work will be undertaken by Consultant after receipt of the notice. In the event this Agreement is terminated by the District pursuant to this paragraph; the Consultant shall be paid for services performed up to the date of termination.

b. It is further understood and agreed that the District may terminate this Agreement for the District's convenience and without cause at any time by giving the Consultant thirty (30) days written notice of such termination. In such an instance, the Consultant shall be entitled to compensation for services performed up to the effective date of termination.

c. Upon receipt of written notice that this Agreement is terminated, the Consultant will submit an invoice to the District for an amount that represents the value of services actually performed up to the date of termination for which the Consultant has not previously been compensated as per paragraph 4 above. Upon approval and payment of this invoice by the District, the District shall be under no further obligation to the Consultant, monetarily or otherwise.

6. **INDEPENDENT CONTRACTOR**

The Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of him pursuant to the terms of this Agreement. The Consultant shall be liable for any act or acts of its own, or its agents or employees, and nothing contained herein shall be construed as creating the relationship of employer and employee
between the District and the Consultant or its agents and employees. The Consultant shall also complete and file with the District the attached W-9 form.

7. **MODIFICATION OF AGREEMENT**

The parties may amend this Agreement in writing by mutual consent. Changes, including any increase or decrease in the amount of the Consultant's compensation, shall only be effective upon the execution of a duly authorized written amendment to this Agreement.

8. **SUBCONTRACTING**

The Consultant is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any party and shall be void.

9. **ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

Should any question arise as to the meaning and intent of the Agreement, the matter shall, prior to any action or resort to any other legal remedy, be referred to the Superintendent who shall decide the true meaning and intent of the Agreement.

10. **BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

11. **CONSULTANT'S DEFAULT**

Failure or refusal of the Consultant to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6a herein. Such a termination shall not waive any other legal remedies available to the District.
12. **CONFLICT OF INTEREST**

Consultant understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest.” (California Government Code Section 87100 et seq.)

Consultant also hereby certifies that no current Board member or employee of the San Francisco Unified School District, and no one who has been a Board member or an employee of the District within the last two years, has participated in bidding, selling or promoting this Agreement. Furthermore, Consultant certifies that no such current or former Board member or employee will derive any compensation, directly or indirectly, from this Agreement. Consultant understands that any violation of this provision of the Agreement shall make the Agreement voidable by the District.

13. **SEVERABILITY**

If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

14. **AGREEMENT MADE IN CALIFORNIA**

This Agreement shall be deemed to be executed in, and shall be construed in accordance with, the laws of the State of California.

15. **INDEMNIFICATION**

A. With respect to professional services to be provided under this Agreement, the Consultant shall indemnify and hold harmless the San Francisco Unified School District, agents, and employees from and against any and all actions, claims, damages and losses, including attorney’s fees that may arise out of Consultant’s negligent acts, errors, or omissions caused by the Consultant.

B. With respect to claims arising under Consultant’s general liability coverage, the Consultant shall indemnify and hold harmless the San Francisco Unified School District, it’s agents, and employees from and against any actions, claims, damages or loss, including attorney’s fees that may arise out of Consultant’s activities in the performance of it’s services under this Agreement.

C. The Consultant shall indemnify and save harmless the District, it’s officers, agents, employees and members of the Board of Education from any claims, loss, damage, injury and liability of every kind, nature and description that may at any times arise from any infringement of any patent right, copyright, trade secret or any other proprietary right or trademark by any of Consultant’s officers, employees and/or agents by use or articles or services in the performance of this Agreement.
16. **INSURANCE**

a. The Consultant shall procure and maintain during the term of this Agreement the following insurance:

   (1) Comprehensive General Liability Insurance with limits not less than $1,000,000.00 (one million dollars) each occurrence combined Single Limit for Bodily Injury and Property Damage.

   (2) Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000.00 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Owned, Non-owned and Hired Vehicles, as applicable.

   (3) Workers’ Compensation Insurance, with Employer's Liability limits not less than $1,000,000.00 (one million dollars) each accident.

   (4) Professional Liability (E & O) Insurance with limits not less than $1,000,000.00 (one million dollars) each occurrence.

   If any policies are written on a claims-made form, Consultant agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.

b. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide the following:

   (1) Name as additional insureds the San Francisco Unified School District, its Board, officers and employees.

   (2) That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement and that insurances apply separately to each insured against whom claim is made or suit is brought.

   (3) Thirty (30) days advance written notice to the District of cancellation, non-renewal or reduction in coverage.

   The Consultant shall provide the District with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify the District in writing at least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
17. **NON-DISCRIMINATION**

Consultant agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Agreement. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. Contractor agrees not to discriminate against persons with disabilities in the provision of services, products, benefits, or activities provided in the Contract of Agreement, and further agrees that any violation of this prohibition on the part of the Contractor shall constitute a material breach of the Contract or Agreement.

18. **CRIMINAL BACKGROUND CHECKS**

Consultant agrees to comply with Education Code Section 45125.1, et seq. concerning fingerprinting employees and conducting criminal background checks through the California Department of Justice. The District is extending this requirement to all types of consultants if they are deemed to have more than limited contact with District students. The consultant shall assume all expenses associated with these background checks and shall immediately remove any employee or agent from District property who has been arrested or convicted of any serious or violent felony, as defined by the California Penal Code Sections 667.5 and 1192.7.

The District shall be the final arbiter of what constitutes "limited contact." The District may also, in its sole discretion, waive these provisions if it determines that emergency or exceptional circumstances exist which threaten student or staff safety if the work is delayed pending clearance. The Consultant's violation of this section shall constitute a default under Section 12 herein.

19. **PROPRIETARY INFORMATION OF DISTRICT**

The Consultant understands and agrees that, in its performance under this Agreement or in contemplation thereof, the Consultant may have access to private or confidential information which may be owned or controlled by the District and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the District, its employees or students. The Consultant also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the Consultant to civil liability. Consequently, Consultant agrees that all information disclosed by the District to the Consultant shall be held in confidence and used only in performance of the Agreement. The Consultant shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.
20. **NOTICES TO THE PARTIES**

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE DISTRICT: San Francisco Unified School District

ATTN: XXXXX

135 Van Ness Avenue Room 207
San Francisco, CA 94102

TO THE CONSULTANT: XXX LANDSCAPE ARCHITECTS

XXXXX Street
XXXXX, CA 9XXXX
(XXX) XXX-XXXX

21. **WAIVER**

Either party’s failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

22. **ASSIGNMENT**

It is understood and agreed that the services to be performed by the Consultant are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.

23. **OWNERSHIP OF THE RESULTS**

Any interest of the Consultant in studies, reports, memoranda, computation sheets or other documents prepared by the Consultant in connection with services to be performed under this Agreement shall become the property of and will be transmitted to the District. However, the Consultant may retain and use copies for reference and as documentation of its experience and capabilities, but only to the extent Consultant's use does not violate Section 18 of this Agreement.

24. **AUDIT AND INSPECTION OF RECORDS**

The Consultant agrees to maintain and make available to the District accurate books and accounting records relative to its activities under this Agreement. The Consultant will permit the District
to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three years after a final payment under this Agreement or until after final audit has been completed, whichever is later.

25. **SECTION HEADINGS**
   The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

26. **ENTIRE AGREEMENT**
   The entire Agreement between the parties is included herein and no warranties, expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

   IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

Resolution #: **XXX-XXXX**

_________________________________   SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONSULTANT

By:_______________________________ Joseph Grazioli
Chief Financial Officer

____________________________________
David Goldin
Chief Facilities Officer

APPROVED AS TO FORM:

BY:_______________________________
Legal Counsel, SFUSD
San Francisco Unified School District  
Consultant/Independent Contractor Agreement  
Criminal Background Check

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<tr>
<th>Name of Independent Consultant/Contractor:</th>
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<td>Services performing under the Agreement:</td>
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<td>Schools/Locations where services</td>
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<td>are being performed:</td>
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<td>Total amount to be paid by the District</td>
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<td>under this Agreement:</td>
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<td>Term of Agreement:</td>
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**Check the applicable box and fill in any blanks.**

1. I certify that none of my employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement  

2A. The following employees will have more than limited contact (as defined by the District) with District students during the term of the Agreement (attach and sign additional pages, as needed):

2B. I certify that the employees noted in 2A above have been fingerprinted under procedures established by the California Department of Justice, and the results of those fingerprints reveal that none of these employees have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

**Certification by Contractor/Consultant**

"I certify that the information provided herein is true and accurate. I further acknowledge that during the term of my Agreement with the District, if I learn of additional information which differs from the responses provided above, I promise to forward this additional information to the District immediately."

<table>
<thead>
<tr>
<th>Consultant's Signature</th>
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<th>Administrator's Signature</th>
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<td></td>
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<td>David Goldin, Chief Facilities Officer</td>
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Printed name of Consultant  
Printed name of Administrator
AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation’s DVBE program requirements. Bids or proposals (hereafter called “bids”) that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation’s DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor’s/supplier’s certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:

| Option A - Commitment to full DVBE participation | For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal. |
| Option B - Good Faith Effort | For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation. |
| Option C - Business Utilization Plan | For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology. |

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.
OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder’s DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).

b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.

c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid’s STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.

b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.

c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE’s certification.

d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid’s STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder’s submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.
OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department’s contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division’s (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at http://www.pd.dgs.ca.gov/smbus. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration’s (SBA) online database (Pro-Net) at http://www.pro-net.sba.gov to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under “State”; select Service Disabled Veteran under “Other Ownership Data”; and “Search Using These Criteria” at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (http://www.pd.dgs.ca.gov/smbus - select “DVBE Resource Packet”) or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state’s solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State’s bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation’s release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.
Step 4  Invitations to Participate

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

**FOR WHAT:** Solicit DVBEs for goods and/or services relevant to the state’s solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

**HOW TO INVITE & CONTENT REQUIREMENTS:** Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state’s solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State’s bid(s) due date and/or your due date for receiving DVBE responses.

**WHEN:** Provide DVBE’s with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

**DOCUMENT & SUBMIT:** Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5  Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

**OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company’s commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.
RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, contact the contracting official at the awarding department for this solicitation. In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the “DVBE Resource Packet.”

| U.S. Small Business Administration (SBA) | FOR: Service-Disabled Veteran-owned businesses in California |
| Internet contact only – see instructions for website navigation | (Remember to verify each DVBE’s California certification.) |
| PRONET Database: http://www.pro-net.sba.gov | |

| Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below) | FOR: List of potential DVBE subcontractors |
| | |

| DGS-PD Office of Small Business and DVBE Certification (OSDC) | FOR: Directory of Certified DVBEs |
| 707 Third Street, Room 400, West Sacramento, CA 95605 | Certification Applications |
| Website: http://www.pd.dgs.ca.gov/smbus | Certification Information |
| 24-hour automated information & document requests: (916) 322-5060 | Certification Status, Concerns |
| Receptionist: (916) 375-4940 | |
| Fax: (916) 375-4950 | |

| DGS-PD Office of Small Business and DVBE Outreach and Education | FOR: DVBE Program Participation Requirements |
| 707 Third Street, 2nd Floor, West Sacramento, CA 95605 | DVBE Program Info. and Statewide Policy |
| Voice, 8 am—5 pm: (800) 559-5529 | DVBE Resource Packet |
| Fax: (916) 375-4597 | DVBE Business Utilization Plan |
| | Small Business/DVBE Advocates |

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

| DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to DGS’ IFB No. 12345 for fencing materials in Chowchilla. DVBE responses due to me 1/1/02; Bids due to the State 1/15/02. Contact: ABC Company Jane Doe, General Manager 123 Main Street, Sacramento, CA 95814 voice: 555/555-5555; fax: 555/555-5556 or e-mail: jane.doe@abcco.com | Commercially Useful Function Definition |
| California Code of Regulations, Title 2, § 1896.61(l): The term “DVBE contractor, subcontractor or supplier” means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria: |
| (1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and | |
| (2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices. | |
| | |
Designation Of Option  Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

☐ OPTION A – I commit to meeting the full DVBE contract participation requirement.
Complete STD 840, Section A.

☐ OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).

☐ OPTION C – I submit a copy of my firm’s “Notice of Approved DVBE Business Utilization Plan.”

A. Full information must be provided.
For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE’s tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT
AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION
ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ☰
B. Documentation of Good Faith Effort Steps 1, 2 and 3—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

**STEP 1. Contact the Awarding Department** (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, and document this contact as required.

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<tr>
<th>Date / /</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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Describe Result

**STEP 2. Contact all of the following and document your contacts as required:** Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

**Other State Agency** — Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

<table>
<thead>
<tr>
<th>Date / /</th>
<th>Telephone Number (916) 322-5060 (916) 375-4940</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td></td>
<td>I contacted the Certification Office for a list of California certified DVBEs.</td>
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<tr>
<th>Date / /</th>
<th>Internet Address <a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a></th>
<th>Contact Name</th>
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<td></td>
<td>I searched the Certification Office’s online database to identify California certified DVBEs.</td>
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Describe Result

**Federal Agency** — U.S. Small Business Administration (SBA) online database

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<th>Date / /</th>
<th>Internet Address <a href="http://www.pro-net.sba.gov">http://www.pro-net.sba.gov</a></th>
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<td>I searched the federal online database for California DVBEs.</td>
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Describe Result

**Local DVBE Organizations** — Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. ([http://www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus) - select “DVBE Resource Packet”)

<table>
<thead>
<tr>
<th>Date / /</th>
<th>Organization Name</th>
<th>Contact Name</th>
<th>Telephone Number and/or Internet Address ( ) <a href="http://www">http://www</a>.</th>
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Describe Result

**STEP 3. Publish advertisements:** Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. Document this step as required and remember to attach a copy of your advertisement(s).

**Focus Paper Name** (list full name) | Contact Name | Telephone Number ( ) | Date Ad Published / / |
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**Trade Paper Name** (list full name) | Contact Name | Telephone Number ( ) | Date Ad Published / / |
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**I certify the ad was placed to reach both trade and focus audiences through this one publication.**

**Trade and Focus Paper Name** (list full name) | Contact Name | Telephone Number ( ) | Date Ad Published / / |
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**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**


This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

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**DVBE Contact Name** | **Telephone Number** | **Fax Number** | **E-mail (if available)** |
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Street Address, City, State and Zip Code

**Yes,** I will subcontract with the listed DVBE to provide the following goods and/or services:

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OR  **No,** I am unable to subcontract with the DVBE for the following business reasons:

- Date Contacted / /
- DVBE Company Name
- DVBE Contact Name
- Telephone Number ( )
- Fax Number ( )
- E-mail (if available)
- Street Address, City, State and Zip Code

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<tr>
<th>Street Address, City, State and Zip Code</th>
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### Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:

<table>
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<tr>
<th>Specific Goods and/or Services</th>
<th>Estimated $ and/or %</th>
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<tbody>
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### OR

### No, I am unable to subcontract with the DVBE for the following business reasons:

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- STD 840 included with bid
- DVBE Written Agreement
- Designated the Commitment Option – Checked the first box
- Listed at least one California certified DVBE subcontractor
- Checked the box(es) for “Yes…”
- Listed specific goods and/or services DVBE(s) agrees to provide
- Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- Listed the estimated dollar amount and/or percentage of contract for the DVBE’s participation
- Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- Attached a copy of the DVBE’s certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- STD 840 included with bid
- Designated the GFE Option – Checked the second box
- (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- Confirmed that listed DVBEs are California certified
- Attached copies of the invitations sent to the listed DVBEs
- Invitations included the required contact information
- Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- (Step 1) Contacted the Awarding Department and listed contact and results
- (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- (Step 2) Searched the Federal Pro-net internet database and noted the results
- (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- (Step 3) Advertised – IF NOT WAIVED
  - Listed full information for the advertisement(s) and publication(s)
    - [2 ads in one trade and in one DVBE focus publication; OR 1 ad in one dual-purpose publication]
  - Attached a copy of the advertisement(s)
  - The advertisement(s) were published at least 14 days prior to the bid due date
  - The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
- STD 840 included with bid
- Designated the BUP Option – Checked the third box
- Attached a copy of the BUP Approval letter from DGS-PD
FEE PROPOSAL TEMPLATE

School Name: _______________________________ Greening Project

**DESIGN PHASE**¹
- Schematic Design: $____________
- Design Development: $____________
- Construction Documents: $____________

DESIGN PHASE SUBTOTAL: $____________

**CONSTRUCTION PHASE**
- Construction Bid & Procurement²: $____________
- Construction Administration: $____________
- Project Close-out, Warranty and Record Drawings³: $____________

CONSTRUCTION PHASE SUBTOTAL: $____________

**<SCHOOL NAME> TOTAL CONTRACT AMOUNT:** $____________

**Notes:**
1. Maximum value is 70% of contract amount per site
2. Maximum value is 5% of contract amount per site
3. Minimum value is 5% of contract amount per site