SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2011 PROPOSITION A BOND GREEN SCHOOLYARD PROGRAM

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR
GUADALUPE ELEMENTARY SCHOOL
859 Prague Street
San Francisco, CA 94112

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

The San Francisco Unified School District’s (SFUSD) 2011 Proposition A Bond Green Schoolyard Program and the Guadalupe 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
2011 Proposition A Bond Green Schoolyard Program
135 Van Ness Avenue, Room 216
San Francisco, CA 94102

RE: Guadalupe 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 Guadalupe Green Schoolyard Project and will work directly with the Guadalupe 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. The following insurance policies are required in order for your firm/joint venture group to qualify for participation in this project:

- 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

2011 Proposition A Bond funding provides for school building and site improvement which include: Americans with Disability Act (ADA) compliance; health, safety and building 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

1 Copies of your insurance policy are NOT required and should not be provide with SOQ submission.
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 Guadalupe 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:

- Middle/CDC yard greening improvements as discussed in the concept plan.
- Upper yard greening improvements as discussed in the concept plan.
- Bungalow yard greening improvements as discussed in the concept plan.

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 Principal Gene Barresi, (415) 469-4718 or barresig@sfusd.edu 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 Guadalupe 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 Guadalupe 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” x 17”) 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
2011 Proposition A Bond Green Schoolyard Program
135 Van Ness, Room 216
San Francisco, CA 94102

RE: Guadalupe 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.
   Guadalupe Elementary School will use the following selection criteria to evaluate each applicant (100 points maximum):
   - Construction expertise and budget design including performing value engineering (20 points)
   - Experience designing green schools and educational gardens. (20 points)
   - Ability to responsively represent our Guadalupe vision during the construction phase work (15 points)
   - Rapport/ability to work with the Greening Committee and school community (15 points)
   - Availability to meet project schedule (10 points)
   - Artistic merit and design approach (10 points)
   - Adherence to RFQ requirements (10 points)

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

   o The full name and address of the firm or team
   o The name and phone number of a designated contact person
   o **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.
   o 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.
   o 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.*

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

- 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** 4/23/2013
Education
- 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 Guadalupe 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. Guadalupe Elementary School 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. 2011 Proposition A Bond Language:  
2. SFUSD Project Standard Guidelines – Emailed upon request
GUADALUPE ELEMENTARY SCHOOL
GREEN SCHOOLYARD PLAN

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2006 PROPOSITION A BOND
NOVEMBER 14, 2011

PREPARED BY:
BAY TREE DESIGN, inc.
environmental planning & design . ecoschool design® . edible landscapes
2927 newbury st . ste b . berkeley . ca . 510.644.1320 . www.baytreedesign.com
GREEN SCHOOLYARD PLAN PARTICIPANTS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
Lori Shelton, Green Schoolyard Project Manager
Tamar Barlev, Green Schoolyard Assistant Project Manager
Nik Kaestner, Director of Sustainability

SAN FRANCISCO GREEN SCHOOLYARD ALLIANCE
Arden Bucklin-Sporer, Executive Director
Rachel Pringle, Programs Manager

GUADALUPE ELEMENTARY SCHOOL
Principal Gene Barresi - Greening Committee

Participating Faculty & Teachers
Aida Chen
Susan Lamagna - Greening Committee
Kristy Kennady
Dave Mahon - Greening Committee
Merlin M. Nw
Rosie Ortiz
Isabelle Schildknecht - Greening Committee
Karleen Tindall
Grey Todd
Ugonma Uwakah - CDC Site Manager
Laura Yanow

Participating Community Members
Jose Betran
Katrena P. Celedio - student
Ling Feng - student
Ventura Francisco
Ximenen Francisco - student
Julio Gabriel
Valerie Cecilia Gabriel - student
Clare Gallagher
Luis Garay - student
Kevin Haoning - student
Santiago Hutchins - student
Cary Keong - student
Jongin Kim - student
Elijah Lopez - student
Destiny Malarie - student
Sally Malarie
Artoro Martinez
Valarie Martinez - student
Hariylnn McMoore - student
Fobiola Mendoza
Chelsea Mondejar - student
Ma Maita Mondejar
Abigail Morales - student
Ivan Morales
Pamela Morales
Liana Recoder
Haitao Ren
Chely Rodriguez
Allan Sandoval - student
Deborah Tipia
Tua Tupivao
Consuelo Vasquez
Ivging Vasques - student
Henry Xie - student
Haley Xie - student
Soyon Yune
Yu Zhuan
Calvin Zhou - student

BAY TREE DESIGN, INC.
Lisa Howard, Principal-in-Charge
Shalini Agrawal, CAD assistant
2927 Newbury Street, Suite B, Berkeley, California  (510) 644-1320
www.baytreedesign.com

Photographs by Bay Tree Design, inc. unless otherwise noted.
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**Appendices**
- Appendix A: Summary of Kick-Off Meetings
- Appendix B: Images of Existing Schoolyard

**Stand Alone Items**
- 11 x17 “poster style” summary of project goals & objectives
- 11x17 “poster style” summary of design process
In August 2010, the Guadalupe 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 enhance the existing schoolyard to create an engaging and ecologically-friendly environment for children’s learning and playing.

The 2006 Proposition A Bond program is contributing $150,000 to “green” Guadalupe Elementary’s schoolyard. The concept design for this renovation was developed by Guadalupe Elementary’s principal, teachers, staff, family members, students and the Child Development Center (C.D.C.) site manager with the assistance of master planning strategist Bay Tree Design, inc. This plan is intended to guide the future development of the school’s gardening program, outdoor classroom spaces, and play areas. This initial planning phase was completed in November 2011. In the next phase of the project, a local landscape architect selected by the school community will complete the design details and construction documents for the priorities identified by the school community.

The goals, objectives, spatial layout, and implementation priorities for the green schoolyard were defined by a group that included the principal, the Green Schoolyard Committee, teachers, family members, students, and the C.D.C. site manager. Four people participated throughout the process with community wide input at the kick-off meetings. It is the hope of the schoolyard committee that interest in the yard will grow, and that the parents will become more involved with the green schoolyard as the improvements in yard physically take shape.
PROJECT KICK-OFF

The green schoolyard project began with a meeting with the teachers and staff to discuss the idea of enhancing the schoolyard. Landscape architect Lisa Howard of Bay Tree Design, inc. led these meetings 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 list ideas for projects to be incorporated into the yard. Further description of these meetings is provided in Appendix A: Summary of Kick-Off Meetings and the ideas are listed below in the Green Elements List in order of votes received.

GREEN SCHOOLYARD ELEMENTS LIST

This list is prioritized according to the voting results of the goals at the end of the kick-off meetings. The elements receiving the most votes are at the top with the elements receiving the least amount of votes at the bottom of the list.

1. Include trees that will attract birds and “growing things” (39)
2. Provide places to encourage creative play including climbing elements made of natural materials and an open structure (33)
3. Include a vegetable garden/place to learn about plants and vegetables (25)
4. Build an outdoor classroom and/or amphitheater (17)
5. Provide interesting options for play particularly for the K-1 students (13)
6. Install a water element for water play possibly in the form of a water wall or water spouting out of the ground (11)
7. Build a chicken coop and take care of hens on site (10)
8. Include a chalkboard or vertical surface for water art (8)
9. Install well-designed, well-executed, and colorful art in the form of murals and mosaics (8)
10. Include outdoor musical instruments (7)
11. Work with the terraced yards and bungalows to collect and utilize the stormwater (7)
12. Make the yard larger by considering space outside of the fenced yard (7)
13. Include permanent game boards or a place to play board games in the yard (6)
14. Provide areas throughout the yard for social seating (6)
15. Include the theme a rainbow in an element of play or in the art (6)
16. Include a greenhouse in the garden area (5)
17. Install a sensory garden in the play area of the schoolyard (5)
18. Include living grass (not artificial turf) as part of the yard (5)
19. Install an arbor in the yard (5)
20. Personalize the main entrance, official entrance, and facade on Prague Street (5)
21. Include multi-lingual signs in the yard that represent the languages of the students in the school community (4)
22. Install hands-on science learning elements (4)
23. Include solar energy elements in the yard (4)
24. Include an “island of dirt”, similar to Commodore Sloat Elementary School, in the recess area (4)
25. Create “hiding places” in supervised areas (4)
26. Install drinking fountains that have a fun aspect to them (4)
27. Beautify the lower yard at the edges and fence (4)
28. Include compost in the garden area (3)
29. Install a tool shed in the upper yard for garden tools and loose play parts (3)
30. Install elements and design the yard to provide heat and protection from the wind (3)
31. Create a wildlife area (2)
32. Include a variety of loose play parts in the recess areas (2)
33. Develop pathways of different materials (2)
34. Install a large play structure (2)
35. Install picket fences along the yards on Prague and Cordova Streets and in the schoolyard where spatial separation is required (2)
36. Plant flowering plants (2)
37. Include the theme of hearts in an element of play or in the art (2)
38. Rethink the active ball play areas to allow room for creative play in the yard (1)
39. Include artificial turf (1)
40. Install a demonstration wind turbine (0)
41. Build/plant a tunnel (0)
42. Develop the plant palette with consideration of pollen allergies of school community members (0)
43. Work with the modernization architect/contractor to integrate ideas from this process with work being done for modernization where possible (0)
44. Install an outdoor sink for washing hands and food from the garden (0)
MISSION STATEMENT & GOALS SUMMARY

After the kick-off meetings and the green element list was generated; the green schoolyard committee developed an overarching mission statement for the yard to further articulate the thoughts of the community.

This mission statement is as follows:

“Our green school project seeks to transform our courtyards into an inspiring setting in which the children can engage in creative play and learn through interactions with the environment in ways which increase joyful learning. Our three main goals are to (1) connect the curricula to the schoolyard landscape, (2) enhance recreation and physical education and (3) improve school comfort, safety and aesthetics.”

Ways in which we seek to accomplish goal #1:
- Enhance and expand the existing edible plant garden and the wildlife garden
- Include a structure for composting
- Add fruit trees
- Create outdoor teaching spaces; one with a stage
- Add a sensory/healing garden with herbs and other suitable plants

Ways in which we seek to accomplish goal #2:
- Redesign ball game areas to include a gross motor skills par course, board game areas, musical instrument “sculptures” and nature-play areas
- Include water features (a water wall and fountain)
- Install outdoor sinks in garden and play areas
- Integrate an island of dirt for digging and other play
- Build a gazebo-like structure for creative play

Ways in which we seek to accomplish goal #3:
- Include drinking fountains in the play areas
- Plant trees for shade
- Install vertical gardens
- Create terraced gardens
- Reduce asphalt
- Add planters with seating areas
- Include an outdoor tool shed or supplies
- Include pathways made of a variety of creative and interesting materials
KEY SITE ANALYSIS FINDINGS

In September 2011 Lisa Howard of Bay Tree Design, inc. walked the site and talked with the principal, several teachers, and the C.D.C. site manager to learn how the school uses the site on a daily basis throughout the school year. The purpose of the site findings is to determine the physical attributes of the site, spatial layout of the yard, to identify factors that could be enhanced by the design, and to identify factors that will have an impact on the site design. The information garnered on the site walk includes existing daily use patterns, existing vehicle and pedestrian circulation, and existing materials, infrastructure and ecology. All of this information was analyzed to identify areas of opportunities for the design of a green schoolyard. Below a summary of the most important findings are discussed and illustrated in accompanying maps. Photographs of the existing site are included in Appendix B: Images of the Existing Schoolyard.

The site maps for Guadalupe Elementary School show the existing conditions of the site, at the time of the site walk, with its configuration after the modernization, which will be constructed during the 2011-2012 school year.

The schoolyard is divided into four yards (lower yard, middle yard, upper yard, and bungalow village) with four additional spaces outside of the recess area (the strips of land between the building and the sidewalks on Naylor, Prague and Cordova Streets).

EXISTING USES

The area of fenced schoolyard (lower yard, middle yard, upper yard, and bungalow village) at Guadalupe Elementary School is approximately 43,350 square feet in size. Guadalupe Elementary School can accommodate up to 500 students while the onsite C.D.C. program can accommodate up to 72 students. Three of the four yards are currently being used for recess times. They are divided by grades at recess with grades 4-5 primarily using the lower yard (K-1 uses it at their lunch time which is separate from 4-5), grades 2-3 and the C.D.C. program students using the middle yard at separate times, and the kindergarten and first grade students using the upper yard at separate times. All Guadalupe Elementary School students use the lower and middle yards for physical education and for the ExCEL aftercare program. All Guadalupe Elementary School students have access to the upper yard and bungalow village area at dismissal time. All Guadalupe Elementary School students have access to a small garden next to Bungalow 19 at morning recess. This garden is maintained by a teacher. The C.D.C. program students only have access to the middle yard and use it at separate times from the Guadalupe Elementary School students. The middle yard is the largest yard and the C.D.C. regulations require that their students be kept separate from the older students; however their regulations also only require a minimum of 75 square feet per student. The onsite C.D.C. program can only accommodate up to 72 students which
NOTES:
- Guadalupe Elementary School currently has 475 students.
- Excelsior at Guadalupe C.D.C. can hold up to 72 students on site.
- Current C.D.C. outdoor space requirements are a minimum of 75 square feet per child.
- Physical education is currently taught by each teacher in a different yard.
- Supervision is unavailable for the upper yard at lunch recess time.
- Supervision is unavailable for the bungalow village area at lunch and recess times.
equals 5,400 square feet of outdoor space. The usable space for recess in the middle yard currently measures 15,500 square feet. Currently the areas accessible for recess are 99% dedicated to active play, 1% for garden space (at morning recess), and 0% for multi-uses such as social seating, nature play or learning spaces.

In addition to the fenced yard there are the areas along the street. These areas are all currently underused because the teachers do not feel comfortable taking their entire class outside of the fenced yard for outdoor instruction.

**VEHICLE & PEDESTRIAN CIRCULATION**

Vehicle circulation has little impact on this schoolyard. There are no parking spaces on site and vehicles arriving on a weekly basis (trash and cafeteria deliveries) park off-site. The only vehicles that have access to the yards are emergency vehicles and the vision and hearing van. These vehicles only have access to the Bungalow Village area. Vehicles could access the site via the trash and recycling gates in the Middle Yard but that would require moving the trash and recycling containers.

The waste management trucks park on Winding Way and access the trash and recycling from the sidewalk. The cafeteria trucks park on Winding Way and deliveries are then walked into the site via the ADA ramp off of Winding Way. The special education students are the only students who ride school buses at Guadalupe Elementary School. Their bus loading zone is on Winding Way adjacent to the official parent pick-up zone and the C.D.C. main entry as shown on the map. All surrounding streets are narrow with many parents double parking their cars during pick-up time. At the corner of Prague and Cordova Streets is a Muni bus stop which some families use.

Most Guadalupe Elementary School students enter the site from the main entry by the auditorium off of Prague Street. A few students enter from the official entry, and the gates at Winding Way and Bungalow Village. All of the C.D.C. students enter the site from the gate at the middle yard off of Winding Way. Once on site all of the Guadalupe students start the day with intake in the middle yard. At lunch recess all Guadalupe students enter the yard from the cafeteria.

There isn’t any evidence of students riding their bikes to school and no bike racks are currently on site.

Gates are located between the lower, middle and upper yards to ensure that the C.D.C. students are kept separate from the Guadalupe students during recess times.
GUADALUPE ELEMENTARY SCHOOL
859 Prague Street
San Francisco, CA 94112
2006 Proposition A Bond
SFUSD Green Schoolyard Program

Legend
Building footprints
Pedestrian paths of travel
Trash & delivery routes
Bus loading zone
Bus waiting zone
Parent pick-up area
Fire lane
Vision & hearing van
Gates closed between yards
Muni bus stop

NOTE: The position of features shown on this map are approximate and are based on visual observation and discussions with the school community. The map is intended to convey basic understanding of the site, but is not intended for construction purposes.

The base map used for this diagram is derived from SFUSD’s 2006 Prop A Bond modernization work, aerial photographs (for tree placement and park configuration), and site visits.

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GUADALUPE ELEMENTARY SCHOOL
859 Prague Street
San Francisco, CA 94112
2006 Proposition A Bond
SFUSD Green Schoolyard Program

Circulation Diagram
October 28, 2010

NOTES:
- No bus service except for special education students.
- No bike rack on site.
- C.D.C. parents often double park on Winding Way while taking their child into C.D.C. classroom & signing them in.
- SFUSD maintenance vehicles do not enter fenced yards lower yard, middle yard, upper yard or bungalow village.

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Site analysis diagram by Bay Tree Design, Inc.

NOTE: The position of features shown on the map are approximate and are based on visual observation and discussions with the school community. The map is intended to convey basic understanding of the site, but is not intended for construction purposes.

The base map used for this diagram is derived from SFUSD’s 2006 Prop A Bond modernization work, aerial photographs (for tree placement and park configuration), and site visits.
SCHOOLYARD ECOLOGY & INFRASTRUCTURE

Guadalupe Elementary School is located on a northwestern facing slope in the southern area of San Francisco near the border of Daly City. The school is near San Bruno Mountain State Park.

The site has four yards that are enclosed. These yards, terraced from lowest to highest, are named the lower yard, middle yard, upper yard and bungalow village. The elevation change between the lower yard and middle yard is low enough that the fence and wall between them could be redesigned to lessen the separation between the yards if desired.

The lower and middle yards are primarily asphalt with safety surfacing under the existing play structures in each yard. Each yard has some linear benches providing seating at the edges and is enclosed by buildings and chain link fences. There is no dirt in either of these yards.

The upper yard is enclosed by buildings and a retaining wall between it and Bungalow Village. This yard is primarily asphalt, has no play structure, but has a small planter that many kids like to play in. This yard has lots of color from murals created by the students as part of their curriculum while studying with teacher Ms. Lamagna, a Guadalupe teacher.

Bungalow Village is primarily asphalt with a small garden tucked in its corner near Bungalow 19. The garden spreads beyond its small space in planters that surround Bungalows 19 and 21. The main area of bungalow village is asphalt with a severe slope towards the catch basin. This slope makes it difficult for the children to have active ball play games in this yard. This yard is enclosed by the main building, bungalows, guardrails, and a chain link fence.

The schoolyard is windy and usually cold from the fog; however, when it is sunny there isn’t any provision for shade as there are no shade structures or trees in the yard.

The four strips of space between the main building and Naylor, Prague, and Cordova Streets all have permeable ground surfaces and are landscaped with lawn, shrubs and/or trees. The area along Naylor includes a tree that was recently planted by a neighbor as a memorial tree. The two yards along Prague Street have mature pine and willow trees. The area on Cordova Street is lined with cotoneaster shrubs which attract robins during the winter time, and has a small outdoor classroom that was built and used by a teacher who is no longer at Guadalupe Elementary School. Each of these areas has at least one hose bib.

In the planting medians (area between the sidewalk and curb) of Prague and Cordova Streets are young street trees. The street trees do not continue around the school but stop before
**GUADALUPE ELEMENTARY SCHOOL**
859 Prague Street
San Francisco, CA 94112
2006 Proposition A Bond
SFUSD Green Schoolyard Program

Schoolyard Ecology & Infrastructure
October 28, 2010

**Legend**
- Building footprints
- Ground surface materials
  - Asphalt & concrete pavement
  - Rubber safety surfacing
  - Permeable surfaces (soil/mulch)
- Microclimates
  - Windy areas (approximate)
- Vegetation & wildlife habitat
  - Garden & planting space
  - Lawn
  - Tree canopies
- Water systems
  - Hose bibs/water sources
  - Drinking fountains
  - Stormdrains
  - Stormwater collection potential
  - Downspouts
- Other infrastructure systems
  - Existing seating
  - Existing art
  - Existing high fencing

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**NOTES:**
- Lower, middle, upper yards & bungalow village are sunny when there is no fog in the area.
- All four yards could be considered stormwater collection/slowdown potential because of the terraced nature of the site.
- Hose bibs were located but not tested.

Site analysis diagram by Bay Tree Design, inc.

NOTE: The position of features shown on this map is approximate and is based on visual observation and discussions with the school community. The map is intended to convey basic understanding of the site, but is not intended for construction purposes.

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Site analysis key:
- Building footprints
- Garden & planting space
- Lawn
- Tree canopies
- Stormdrains
- Stormwater collection potential
- Downspouts
- Existing seating
- Existing art
- Existing high fencing

The base map is derived from SFUSD 2006 Bond project design data, aerial photographs, and on-site visits.
GUADALUPE ELEMENTARY SCHOOL
859 Prague Street
San Francisco, CA 94112

Opportunity & Constraints

October 28, 2010

Opportunity for greening
Opportunity for street trees on perimeter of yard
Opportunity for additional use or added improvements
Area to be defined

NOTES:
- Large and blank building walls provide an opportunity for wall art such as mosaics and murals.
- Bungalow roofs provide an opportunity for capturing stormwater.
- Terraced yard is an opportunity for slowing down stormwater before entering stormdrains.

Legend

Building footprints
Building projects
Opportunity for greening
Opportunity for street trees
Opportunity for additional use or improvements
Area to be defined

Site analysis diagram by Bay Tree Design, Inc.

NOTE: The position of features shown on this map are approximate and are based on visual observation and discussions with the school community. The map is intended to convey basic understanding of the site, but is not intended for construction purposes.

The base map used for this diagram is derived from SFUSD's 2006 Prop A Bond modernization work, aerial photographs (for tree placement and park configuration), and site visits.

GUADALUPE ELEMENTARY SCHOOL
859 Prague Street
San Francisco, CA 94112

Opportunities & Constraints

October 28, 2010

Opportunity for greening
Opportunity for street trees on perimeter of yard
Opportunity for additional use or added improvements
Area to be defined

NOTES:
- Large and blank building walls provide an opportunity for wall art such as mosaics and murals.
- Bungalow roofs provide an opportunity for capturing stormwater.
- Terraced yard is an opportunity for slowing down stormwater before entering stormdrains.

Legend

Building footprints
Building projects
Opportunity for greening
Opportunity for street trees
Opportunity for additional use or improvements
Area to be defined

Site analysis diagram by Bay Tree Design, Inc.

NOTE: The position of features shown on this map are approximate and are based on visual observation and discussions with the school community. The map is intended to convey basic understanding of the site, but is not intended for construction purposes.

The base map used for this diagram is derived from SFUSD's 2006 Prop A Bond modernization work, aerial photographs (for tree placement and park configuration), and site visits.
being visible from the fenced schoolyard. There are no street trees on Winding Way or Naylor Street.

The main building façades along Naylor and Prague streets have very few windows creating a perception of disconnection between the building and the surrounding community.

This small school site has nine bungalows with five in the bungalow village for Guadalupe Elementary School and four in the middle yard for the C.D.C. program. The combination of these bungalows and their relatively high location in the yard provide for great stormwater collection opportunities.

OPPORTUNITIES & CONSTRAINTS AREAS
There are many areas of opportunity at this site. The opportunities are divided into three categories on the map: (1) opportunity for greening (dark green), (2) opportunity for street trees on perimeter of yard (light green), and (3) opportunity for additional use or added improvements (yellow). Areas in red denote design constraints. These include, the fire lane, the area designated for P.E., the two play structures because of the cost associated with relocating them, and the area which is off limits behind the bungalows. The P.E. area can include painting on the asphalt such as a human sundial or number grid.

The garden, which is the area in yellow, could be improved by extending its size and adding additional learning elements.

The green areas in the yards are places where asphalt can be removed and/or new programmatic elements can be located. One of the largest opportunities for this school is to re-evaluate how the yard is used by separation of grade (rather than by time or type of use) and restudying the size of the space dedicated to the C.D.C. program on site. Other opportunities include using bungalow village more in some capacity and the space outside of the fenced schoolyard.

DESCRIPTION OF DESIGN WORKSHOP

Principal Barresi, three teachers, and C.D.C. site manager, Ms. Uwakah, met on October 28, 2010 to participate in a design workshop organized and facilitated by Lisa Howard. At the workshop the attendees worked in one small group and developed their design based on ideas generated during the project’s kick-off discussions, the site analysis research, and the discussions and ideas that percolated among their individual group during the design workshop. The group produced a draft of the schoolyard design.

Below is a summary of the group’s ideas and picture of the design they created.
The group worked on the site design by focusing on the top ten list of green schoolyard elements list and where they would locate these elements. The group’s proposed design includes developing themes of use for the different yards:

- The lower yard would serve the Guadalupe Elementary students and be primarily for active ball play with small pockets of green in the corners and along the proposed slope that would connect the lower and middle yards.

- The middle yard would serve the C.D.C. students and Guadalupe Elementary students with new play and learning elements. A designated area has elements that are appropriate for preschool-age students near the C.D.C. bungalows. While elements that are designed for elementary-aged students are in the other portions of the middle yard.

- The upper yard would be used by kindergarten students during the school hours, and all students after school. Thus it is designed with kindergarten ideas in mind while maintaining adequate open space for the after school uses as well.

- Bungalow Village would be primarily an instructional space and entrance. It includes amenities added to the existing garden, expanding the garden and providing outdoor classroom space.

- Outside of the enclosed schoolyard the participants discussed creating a community

Drawing created by Guadalupe principal, teachers and C.D.C. on-site manager at workshop
garden space on Cordova Street, an instructional space on Prague street, and a community garden on Naylor street.

- In addition to the themed uses for the spaces, a large part of the discussion centered around beautifying the existing space with art and greening. The ideas included planting street trees on Naylor Street and Winding Way, softening the C.D.C. bungalows with art and trees, creating a mural on the storage shed, and placing beautifully crafted mosaics and murals in key areas such as the entry to the school.

**SUMMARY OF THE CONCEPT PLAN**

In August 2010, the Guadalupe Elementary School community began a participatory design process to develop a long-term vision to transform their existing school grounds into a green schoolyard. This design process is part of the SFUSD 2006 Prop A Bond’s Green Schoolyard Program, which will contribute $150,000 toward the realization of this project. This initial concept planning phase of the design process was led by SFUSD Master Planning Strategist, landscape architect Lisa Howard of Bay Tree Design, inc. The school’s principal, teachers, parents, and community members participated in this process and contributed their ideas.

This concept plan and written description represent the culmination of the school community’s work to date, and their consensus about the direction their green schoolyard project should take. This plan illustrates the general spatial layout and programmatic goals the community desires to create a more vibrant and engaging environment for their children’s work and play.

The plan expresses the school community’s collective vision for the yard, and is intended to guide the future development of the schoolyard’s ecology, outdoor classrooms, and play spaces for the Bond process and any future work the school wishes to do in the next 5-10 years (on their own).

The text below summarizes the main ideas in the concept plan, and the ideas according to their locations within the schoolyard.

**CENTRAL DESIGN CONCEPTS & GOALS**

The design ideas in this plan follow a central set of concepts and goals that were developed through discussions with the principal, teachers, staff, parents and community members over the past several months.
Overall framework - The school grounds are currently divided into four main yards (lower yard, middle yard, upper yard, and bungalow village) and four additional spaces which make up its domain (the open garden areas between the main building and Naylor, Prague and Cordova Streets). The yards are currently used by different age groups for supervision purposes and C.D.C. requirements at recess times. Physical education is currently held throughout the schoolyard by grade. In the new schoolyard configuration, each yard is designed to accommodate active ball play with other activities such as nature play, outdoor classrooms, and quiet spaces with the exception of bungalow village which will primarily be an outdoor instructional space. These spaces will be linked by ADA compliant ramps which are part of the modernization project that will be under construction at Guadalupe Elementary School.

Comfort - The new design will make the schoolyard a more comfortable place by providing seasonal shade, and by adding seating and “quiet zones” where children and adults can relax comfortably.

Ecology - The new schoolyard design is intended to provide the teachers with outdoor teaching resources such as edibles, native habitat, and sustainable practices. The enrichment of the ecology also provides the children with the opportunity for a variety of play opportunities on a daily basis that foster imaginative play, dramatic play, quiet play, and socializing.

Education - Some of the areas on the yard will be outdoor learning spaces, with features that will be curriculum-tied and intended to provide teachers with additional hands-on teaching resources to enhance the coursework they are already teaching.

Recreation/play - The plan includes areas devoted to active play, exploration and creative adventures in addition to ball playing areas that are already present in the yard. The idea is to increase the diversity of play activities offered to the children so that they may have more choices at recess time.

Community – The schoolyard improvements will require some maintenance and at the same time provide the community at Guadalupe Elementary School with an opportunity to personalize their space. The Guadalupe Elementary School community will need to assess if it can create a regular workday for the families and interested teachers to install new elements and/or maintain their green schoolyard. This workday (monthly, quarterly, or bi-annual) would allow for adequate maintenance of the new elements, provide an opportunity for socializing, and allow the community to personalize their commons.
DESCRIPTION OF YARDS

The areas of the yard described below follow the concept plan starting from left to right and by discussing the enclosed yards first and spaces outside of the fence last.

**Lower yard** – The lower yard is used during recess time and for the after school programs. This is located near the auditorium and cafeteria. It is also the yard with the lowest elevation on site and just a couple of feet below the middle yard. Because of the small elevation change between the lower and middle yards the design proposes removing the fence between the yards and installing a guardrail where necessary due to elevation change. This connection will allow the students to access a larger combined yard rather than two small yards. Approximately a quarter of the lower yard is dedicated to a new play structure (to be relocated as part of the modernization work). The other areas of this yard are primarily devoted to active ball play. New features in the yard are added on the area by the middle yard, by the play structure, and painted on the asphalt to provide additional play experiences and some greening. Key features include:

- The proposed play structure is relocated in the southeast corner of the yard. This was coordinated with the modernization architect after the design workshop and will be executed as part of the modernization construction process.
- Next to the play structure are some social seating areas and planting beds for nibbling gardens or other plants.
- The lower yard has new stripping with kickball, a small volleyball court, and four square. The existing tether ball will remain in its current location.
- The fencing is removed between the lower and middle yards.
- In the lower yard space there is a small pond tucked against the existing retaining wall. The pond has a demonstration solar panel that is connected to the pond pump.
- A human sundial is located next to the pond as a solar/time telling curriculum element.

**Middle yard** – The middle yard is divided by a low picket fence (with many gates) to allow for C.D.C. to have a separate play space when C.D.C. and Guadalupe students are using the yard at the same time. The fenced area is larger than the minimum square footage
requirements for the maximum number of C.D.C. students. The gates provide C.D.C. with the ability to use all of the middle yard when the Guadalupe students are not using it. When the C.D.C. students are not using the yard the younger students from Guadalupe may use the C.D.C. yard. The C.D.C. portion of the yard has features for younger children while the other part of the middle yard is primarily created for elementary school children. Key features of the C.D.C. portion of the yard include:

- Added play elements on the unused areas of the safety matting such as a play house, balance beam or boulders.
- Water play area and sand tables with a dry creek bed running from it towards the pond in dirt island.
- A digging area.
- Tables for small group classroom work and snacks.
- Easels for art and play.
- Deciduous trees for shade and to soften the appearance of the bungalows.
- Social seating.
- Active play spaces with hopscotch, number lines, and a path for riding tricycles.

Key features in dirt island include:

- The upper level to the pond that is described in the Lower Yard.
- One dry creek bed for runoff from the catch basin that overflows during rain storms. The dry creek bed would connect to the pond.
- Music and/or sound garden element(s) which would be permanently installed and added loose play parts that could be stored when not in use.
• Sensory plants, nibbling gardens, and deciduous trees.
• Weather station.
• Social seating and regional boulders.
• “Hiding places”.

Key features in the remainder of the middle yard include:
• The continuation of the track shown in the C.D.C. yard with two bridges that provide for water flow from the water play area in the C.D.C. yard and the catch basin/dry creek bed described above.
• A half court for basketball with a compass rose.
• Tables for eating, games, and instruction under a grid of wind socks and/or pergola.
• Deciduous trees by the gate to the upper yard.
• Murals on the C.D.C. bungalow façades facing north and the trash enclosure.
• A dedicated open space for the hearing van.

Upper yard – The upper yard is directly outside of the ground floor kindergarten classroom and is surrounded by the main building, bungalows, and a high retaining wall to the bungalow village space. Key elements in this area include:

• Maintaining a large open space for active ball play and afterschool lineup. The active ball play could include four-square and hand ball.
• Painting the asphalt in the open space area with Japanese hopscotch, a rainbow and other elements for learning and play for the kindergarten age group.
• A nature play area with an animal shaped bench, tree, plants and a hen house and coop or shed. Care of the hens could be incorporated into the curriculum for the younger grades.
• A nature play area and raised planter bed next to the kindergarten class. This would provide a quiet play space, buffer to the adjacent classroom, and place to sit.
• A small amphitheater/outdoor classroom with the painted stage. Adjacent to the stage is a new realigned staircase to improve circulation and remove hiding spaces. The stairs and amphitheater provide connection between the bungalow village and the upper yard.

Bungalow village – This area is currently used at dismissal time and with Mr. Mahon in the garden next to Bungalow 19 during morning recess. With the proposed plan the garden would be expanded and the area would be used for instructional space by all interested teachers. The key features in the bungalow village include:
• Maintaining the fire lane and providing a space for bus line up in this area.
• Developing an attractive learning garden with a storage shed and compost.
• Creating an outdoor classroom with tables that can accommodate an entire class and a chalkboard or white board.
• Expanding the garden area next to Bungalow 19 (called the butterfly garden on the plan) and adding a demonstration cistern, table, entry trellis, and mural or interpretative panel.
• A labyrinth and/or other curriculum/play ideas painted on the asphalt.

Winding Way – Currently this street is visible from the enclosed schoolyard. The concept plan proposes adding street trees to the sidewalk on this street and working with the Winding Way neighbors to plant trees on the opposite side of the street also. This addition will provide some green for kids to look at and it will soften the visual of the chain link fence surrounding the schoolyard. In addition to the improved aesthetic the tree species could be chosen to be part of the curriculum or represent social values of the school community.
Cordova Street – The concept plan proposes maintaining the existing shrubs in the planting bed between the sidewalk and school and providing a space for people in the neighborhood to adopt raised planter beds and develop a community garden.

Memory garden & Naylor Street – Currently a large portion of this street is visible from the lower yard. The concept plan proposes adding street trees on this block similar to the Winding Way proposal. In addition to the street trees the plan includes:

- A memory garden for remembering school community members, events and neighbors.
- The existing tree that was planted in memory of a neighbor, Bobbie Jo.

Prague Street – This street is the front of the school with the official entry and main entry on opposite ends of the facade. Between the entries are two key spaces between the building and sidewalk along Prague Street. The key features in this area include:

- A mosaic or mural to replace the existing mural on the front of the staircase/ramp to the official entry. The current mural would be relocated to part of the enclosed schoolyard.
- A dedicated wildlife area with native/endemic flora that is beneficial to birds and other beneficial wildlife.
- A redwood seedling donated by teacher Mahon.
- An informal outdoor classroom that can accommodate up to 30 students.
- A picket fence enclosing the space for teaching and to demarcate it as the school’s space.
- An interpretive panel, mosaic or mural in the wildlife area that reinforces the theme of the space and visually enlivens the façade.
PRIORITY & PROPOSED PHASING

The principal and three teachers from Guadalupe Elementary School community, Lori Shelton and Tamar Barlev from the SFUSD Green Schoolyard Bond Program, and Lisa Howard from Bay Tree Design, met on January 18, 2011 to finalize the concept plan and determine phasing for the green schoolyard. Throughout this process the committee has consistently been the principal and three teachers. The C.D.C. director, other parents and teachers have show intermittent interest and it is the hope of the committee that the interest will continue to grow as the modernization project and bond phase of the green schoolyard work are completed.

Based on the lack of sustained interest during the process, the principal and three teachers determined that it would be best to prioritize the bond money improvements toward areas with the most visual impact, low to no maintenance elements, and elements the teachers have shown an interest in. If the community dynamics improve in the next phase the priorities can change to reflect the variation in interest. Or if the community interest grows after the bond construction, elements can be added during work days with funding from grants that reflect the new community’s interest.

The group that met on January 18 determined that phasing should be developed after the modernization construction is completed in 2012. Their thoughts were that at the current time they did not have enough capacity to fundraise for the yard and that all improvements over the next ten years would be from the bond phase of work. Their hope is that they can stretch the bond money to build the two areas that they see providing the most impact to the schoolyard: (1) the amphitheater and garden near it, and (2) dirt island with its elements.

In the meantime, their other idea is that they will work with Friends of the Urban Forest and the neighbors to plant trees on Winding Way and Naylor Streets.

Hopefully the future interest in the green schoolyard will grow, as the school community settles into all of their new improvements after construction of the yard, and new community members join the school. The school community could seek additional funding for additions to the yard via grants for items they would like to add to their yard over time. SFGSA, Nik Kaestner, Director of Sustainability for SFUSD, and the California School Garden Network, can provide the community with many ideas for grants as their green schoolyard grows.
**NEXT STEPS**

After modernization construction is complete the Guadalupe Elementary School will move on to the next phase of the implementation process. Guadalupe Elementary School community will work with Lori Shelton and Tamar Barlev from SFUSD’s Green Schoolyard Program, to write an RFP for Phase One of their green schoolyard project, listing the items the school plans to implement with their bond funds in order of priority. The green schoolyard committee and principal will help to interview and select their 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 (if desired to stretch their funds) and which components will need to be built by a professional contractor.

When the landscape architect has completed their 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, and the landscape architect will supervise their work. When they are finished and their work has been accepted by SFUSD, the school community may add their own plantings and other small features, as desired.

**MAINTENANCE OF THE GREEN SCHOOLYARD**

A green schoolyard provides opportunities for hands-on learning outdoors, a variety of ways to play, and comfortable places to socialize. As a green schoolyard develops through the personal touches of the students’ art, community’s work, and projects that shape it, it evolves into the community commons. However, the green schoolyard also requires maintenance beyond what is currently provided by the district.

After the bond improvements are complete and as the Guadalupe Elementary School PTA grows and parents become more involved with Guadalupe, it is the hope of the committee that the community (parents, students, teachers, C.D.C. staff, after school program staff, and neighbors) will settle into their new yard and start to take ownership of their yard through work days, projects, maintenance, new ideas, and gatherings.

The Guadalupe Elementary green schoolyard committee welcomes all that are interested to join in this exciting project.
APPENDIX A: SUMMARY OF KICK-OFF MEETINGS
SUMMARY OF KICK-OFF MEETINGS

On Tuesday, September 14, 2010 Lisa Howard of Bay Tree Design, inc. facilitated the kick-off meeting with the teachers and faculty of Guadalupe Elementary School. The attendees of the meeting were Lori Shelton and Tamar Barlev representing SFUSD, Principal Barressi, and 10 teachers. The following Monday, Isabelle Schildknecht presented the sheets at a teacher meeting and the teachers who did not participate the previous Tuesday voted on the ideas they were interested in that were generated at the September 14 meeting. On Thursday, September 30, 2010 Lisa Howard facilitated the same meeting for the PTA of Guadalupe Elementary School. The attendees were Tamar Barlev of SFUSD, Principal Barressi, over thirty adult family members and some students from Guadalupe Elementary School.

The purpose of these meetings was to introduce the committee to Bay Tree Design, the master planning process, the ideas of a sustainable schoolyard, and to collect their ideas and wishes for the goals of a sustainable schoolyard at Guadalupe Elementary School.

The purpose of the sustainable schoolyard presentation is to provide the participants of the meeting with a springboard for programmatic ideas for the yard. In the slideshow Ms. Howard, talked about what makes a successful sustainable schoolyard, how the community could build on their own identity and resources, gave the group resources and rules of thumb on how to build and maintain a green schoolyard, and presented 11 elements that could be integrated into the yard:
- food systems,
- wildlife habitats,
- water systems,
- energy systems,
- waste-as-a-resource concepts,
- green building materials,
- creative play ideas,
- the issue of comfort,
- aesthetic appeal,
- student participation examples for the process and stewardship after the yard is built,
- and curriculum connections.

Lisa Howard and Tamar Barlev recorded the group’s brainstorming session/ideas for goals of the site. Many ideas were discussed and noted at the meeting. The goals recorded are an initial reflection of the priorities defined by the group and are listed below. Each goal was mentioned by at least one of the attendees at the meeting.

Following the meeting each attendee was asked to vote with their stickers. These stickers were used to prioritize the group’s ideas. Each person could place all of their stickers on one idea or spread them out over several ideas. The “votes” column below reflects the number of stickers each goal received with the teachers’ votes representing the first numbers, the parents’/students’ the second column of numbers and the third column as the total number of votes received for each idea. Ideas in italics were added by the parents after the teacher kick-off meeting.

The central themes that resonated from the discussion and votes were creating an outdoor classroom, building and planting an edible garden, planting trees and “things that grow”, and providing creative play options.
LEARNING – Educational Goals & Curriculum Connections to the Schoolyard

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16+9=25</td>
<td>Vegetable garden/Learn about plants &amp; vegetables</td>
</tr>
<tr>
<td>14+3=17</td>
<td>Outdoor classroom/amphitheater</td>
</tr>
<tr>
<td>7=7</td>
<td>Outdoor musical instruments</td>
</tr>
<tr>
<td>5=5</td>
<td>Greenhouse</td>
</tr>
<tr>
<td>4+0=4</td>
<td>Multi-lingual signs</td>
</tr>
<tr>
<td>4=4</td>
<td>Science learning curriculum hands-on elements</td>
</tr>
<tr>
<td>3=3</td>
<td>Solar energy</td>
</tr>
<tr>
<td>3=3</td>
<td>Composting</td>
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</table>

NATURE - Schoolyard Ecology

<table>
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<th>Votes</th>
<th>Description</th>
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<tbody>
<tr>
<td>19+7=26</td>
<td>Trees &amp; fruit trees/&quot;Growing things&quot;</td>
</tr>
<tr>
<td>10+3=13</td>
<td>Plant trees to attract birds</td>
</tr>
<tr>
<td>5+6=11</td>
<td>Water/water wall/water play</td>
</tr>
<tr>
<td>6+4=10</td>
<td>Chickens</td>
</tr>
<tr>
<td>6+1=7</td>
<td>Stormwater design/collection on bungalows &amp; terraced yards</td>
</tr>
<tr>
<td>3+2=5</td>
<td>Sensory garden</td>
</tr>
<tr>
<td>4+0=4</td>
<td>Island of dirt (a la Commodore Sloat) in recess area</td>
</tr>
<tr>
<td>0+2=2</td>
<td>Wildlife area</td>
</tr>
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PLAY - Schoolyard Recreation

<table>
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<tr>
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<tbody>
<tr>
<td>13+7=20</td>
<td>Creative play/natural material climbing elements</td>
</tr>
<tr>
<td>7+6=13</td>
<td>Interesting play especially for K-1</td>
</tr>
<tr>
<td>9+4=13</td>
<td>Creative play house/open structure</td>
</tr>
<tr>
<td>2+6=8</td>
<td>Chalkboard for water art/Water play art/Water spouts out of ground</td>
</tr>
<tr>
<td>6+0=6</td>
<td>Game boards</td>
</tr>
<tr>
<td>3+1=4</td>
<td>“Hiding spaces” in supervised areas</td>
</tr>
<tr>
<td>2+1=3</td>
<td>Tool shed in Upper Yard for garden tools &amp; loose play parts</td>
</tr>
<tr>
<td>2+0=2</td>
<td>Loose play parts</td>
</tr>
<tr>
<td>2=2</td>
<td>Pathways of different materials such as stepping stones</td>
</tr>
<tr>
<td>2=2</td>
<td>Bigger playstructure</td>
</tr>
<tr>
<td>1+0=1</td>
<td>Rethink active ball play areas and over lap with creative play</td>
</tr>
<tr>
<td></td>
<td>Tunnel</td>
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COMFORT - Schoolyard Comfort, Microclimates & Seating

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<tbody>
<tr>
<td>5+1=6</td>
<td>Social seating areas</td>
</tr>
<tr>
<td>5</td>
<td>Living grass</td>
</tr>
<tr>
<td>4</td>
<td>Fun drinking fountains</td>
</tr>
</tbody>
</table>
Weather protection (provide heat and protection from wind)
Artificial turf
Design plant palette around allergies

BEAUTY/COMMUNITY - Schoolyard Personalization & Aesthetics

<table>
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<tr>
<th>Votes</th>
<th>Description</th>
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<tbody>
<tr>
<td>+8=8</td>
<td>Art/color/murals/mosaics</td>
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<tr>
<td>+6=6</td>
<td>Rainbow</td>
</tr>
<tr>
<td>2+3=5</td>
<td>Arbor</td>
</tr>
<tr>
<td>2+3=5</td>
<td>Personalize entrances &amp; façade on Prague Street</td>
</tr>
<tr>
<td>4+0=4</td>
<td>Beautify Lower Yard at edges/fences</td>
</tr>
<tr>
<td>+2=2</td>
<td>Picket fence</td>
</tr>
<tr>
<td>+2=2</td>
<td>Flowers</td>
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<tr>
<td>+2=2</td>
<td>Hearts</td>
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SPATIAL GOALS

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<tr>
<td>0+7=7</td>
<td>Make yard bigger</td>
</tr>
<tr>
<td></td>
<td>Consider spaces outside of fenced yard</td>
</tr>
<tr>
<td></td>
<td>Work with modernization architect</td>
</tr>
<tr>
<td></td>
<td>Outdoor sink for washing hands &amp; food from garden</td>
</tr>
</tbody>
</table>

PROGRAM IDEAS

Nutrition program
Design issues should be inclusive of all areas/yards
*Use non-toxic materials*
APPENDIX B: IMAGES OF THE EXISTING SCHOOLYARD

Images of the existing schoolyard are included in this report as a record of what the community started with when they began to add to their green schoolyard following the master plan.

OFFICIAL AND MAIN ENTRIES TO THE SCHOOL OFF OF PRAGUE STREET.

FACADE OF MAIN SCHOOL BUILDING ON PRAGUE STREET. SMALL WINDOWS CONNECT TO INTERIOR HALLWAYS.

LOWER YARD WITH WINDING WAY BEYOND.
MIDDLE YARD WITH EXISTING PLAY STRUCTURE AND C.D.C. BUNGALOWS.

UPPER YARD WITH BUNGALOWS OF BUNGALOW VILLAGE BEYOND.

UPPER YARD DURING AFTER SCHOOL LINE-UP.
THE EXISTING GARDEN AND ENTRANCE TO THE GARDEN NEAR BUNGALOW 19.

BUNGALOW VILLAGE AT DISMISSAL TIME.

SHRUBS AND EXISTING OUTDOOR CLASSROOM ON CORDOVA STREET.
BOBBIE JO MEMORIAL TREE BY NAYLOR STREET.

MURAL SAVED FROM BUNGALOW REMOVED FROM YARD.

EXISTING MURAL BY OFFICIAL ENTRY TO SCHOOL BUILDING.
This Agreement is dated for convenience XXXX 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 XXXX XX, 2011 and shall terminate on or before XXXX XX, 2013.

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

The Consultant shall be paid as per its proposal dated XXXX 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 XXXX dollars (US $XXXX.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, its 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

<table>
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<tr>
<td>Schools/Locations where services are being performed:</td>
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<tr>
<td>Total amount to be paid by the District under this Agreement:</td>
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<tr>
<td>Term of Agreement:</td>
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</table>

**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>
<th>Date</th>
<th>Administrator's Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>David Goldin, Chief Facilities Officer</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed name of Consultant</th>
<th>Printed name of Administrator</th>
</tr>
</thead>
</table>
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 DVBE 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)
Internet contact only – see instructions for website navigation
PRONET Database: http://www.pro-net.sba.gov
FOR: Service-Disabled Veteran-owned businesses in California
(Remember to verify each DVBE’s California certification.)

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

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

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.

#### Components of Good Faith Effort (GFE)

- **Step 1** – Identify relevant DVBE categories and tiers (Step 1).
- **Step 2** – Verify all Federal government and State classification lists (Step 2).
- **Step 3** – Identify likely DVBEs through commercial resources (Step 3).
- **Step 4** – Initiate at least one face-to-face, written, telephone, or e-mail contact with the relevant DVBE (Step 4).
- **Step 5** – Consider upcoming contract needs and evaluate relevance of DVBEs identified (Step 5).

#### Good Faith Effort (GFE) Formulation

<table>
<thead>
<tr>
<th>Date Contacted</th>
<th>DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DVBE Contact Name &amp; Reference #  Telephone Number  Fax Number  E-mail (if available)</td>
</tr>
<tr>
<td></td>
<td>Street Address, City, State and Zip Code</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Specific Goods and/or Services</th>
<th>Estimated $ and/or % Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ / %</td>
</tr>
</tbody>
</table>

**OR**

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

<table>
<thead>
<tr>
<th>Date Contacted</th>
<th>DVBE Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DVBE Contact Name  Telephone Number  Fax Number  E-mail (if available)</td>
</tr>
<tr>
<td></td>
<td>Street Address, City, State and Zip Code</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Specific Goods and/or Services</th>
<th>Estimated $ and/or % Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ / %</td>
</tr>
</tbody>
</table>

**OR**

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

---

**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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(916) 322-5060</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(916) 375-4940</td>
</tr>
</tbody>
</table>

Describe Result

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Internet Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><a href="http://www.pro-net.sba.gov">http://www.pro-net.sba.gov</a></td>
</tr>
</tbody>
</table>

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”)

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).

<table>
<thead>
<tr>
<th>Focus Paper Name</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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</table>

Address

Date Ad Published

<table>
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<tr>
<th>Trade Paper Name</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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<tbody>
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</table>

Address

Date Ad Published

Describe Result

I certify the ad was placed to reach both trade and focus audiences through this one publication.

<table>
<thead>
<tr>
<th>Trade and Focus Paper Name</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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</table>

Address

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

<table>
<thead>
<tr>
<th>Date Contacted</th>
<th>DVBE Company Name</th>
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</tbody>
</table>

DVBE Contact Name | Telephone Number | Fax Number | E-mail (if available) |
(                ) | (          )     | (          ) |                        |

Street Address, City, State and Zip Code

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

<table>
<thead>
<tr>
<th>Specific Goods and/or Services</th>
<th>Estimated $ and/or %</th>
<th>Tier</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date Contacted</th>
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(                ) | (          )     | (          ) |                        |

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DVBE Contact Name | Telephone Number | Fax Number | E-mail (if available) |
(                ) | (          )     | (          ) |                        |

Street Address, City, State and Zip Code

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</table>

OR  ☐ No, I am unable to subcontract with the DVBE for the following business reasons:
### ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS


<table>
<thead>
<tr>
<th>Date Contacted</th>
<th>DVBE Company Name</th>
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<td>$                   / %</td>
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**OR**  

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

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<td>$                   / %</td>
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**OR**  

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

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<th>Date Contacted</th>
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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 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