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

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL & ARCHITECTURAL DESIGN SERVICES
FOR
CHINESE EDUCATION CENTER
657 Merchant Street
San Francisco, CA 94111

March 19, 2012
TABLE OF CONTENTS

I. INTRODUCTION TO REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTAL PROCESS
   1. Methodology of Contracting with Landscape Architectural & Architectural Services and Basis of Fees
   2. Administrative Requirements
   3. Description of Project and Scope of Work
   4. Description of Design Scope of Services
   5. District Responsibilities

II. DISTRICT PROCESS FOR CONSULTANT SELECTION

III. CONTENTS OF PROPOSALS AND EVALUATION CRITERIA
   1. Introduction/Cover Letter
   2. Professional Qualifications and Relevant Experience
   3. Project Team
   4. Proposed Fee and Basis of Charges
   5. Agency, Relevant Code and ADA Experience

IV. RFQ PROJECT SCHEDULE

V. ATTACHMENTS
   A. Chinese Education Center Green Schoolyard Plan report and Concept Plan created by Bay Tree Design
   B. SFUSD Sample Contract
   C. DVBE Requirements  *(FOR DESIGN CONTRACTS OF $75,000 OR ABOVE ONLY)*
   D. Fee Proposal Format

VI. DOCUMENTS AVAILABLE FOR REVIEW
   1. 2006 Proposition A Bond Language
   2. SFUSD “Transition Plan” dated June 2002
   3. SFUSD Project Standard Guidelines
I. INTRODUCTION TO REQUEST FOR QUALIFICATIONS (RFQ) SUBMITTAL PROCESS

The San Francisco Unified School District’s (SFUSD) 2006 Proposition A Bond Green Schoolyard Program and the Chinese Education Center Green Schoolyard Committee are seeking Statements of Qualifications (SOQ) from qualified landscape architecture and architecture firms or teams to provide landscape architectural and 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 101 15 et Seq as defined in the State Allocation Board regulation 1862.12.5(g) for implementation of Disabled Veteran Business Enterprise Goals shall apply to design contracts of $75,000 and above. SFUSD requires submitters to engage in positive efforts to use DVBE sub-consultants and allow these sub-consultants the maximum feasible opportunity to compete for sub-contracts for the proposal. SFUSD requests Prime respondents to engage in good faith efforts to provide DVBEs with 3% of the contract for subcontracting opportunities.

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

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

RE: Chinese Education Center Green Schoolyard Project

All participating landscape architectural and architectural firms or teams 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 & 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 and Architectural firm or team (hereafter referred to as the “Design Team”). The Design Team selected will be the Architects of Record for the Chinese Education Center Green Schoolyard Project and will work directly with the Chinese Education Center 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 Design Team 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 and 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 SOQ¹. 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

---

¹ Copies of your insurance policy are NOT required and should not be provide with SOQ submission.
insured, with respect to any claims arising out of this Agreement. Insurances apply separately to each insured against whom claim is made or suit is brought.

3. Description of Project and Scope of Work

2006 Proposition A Bond funding provides for school building and site improvement which include: Americans with Disability Act (ADA) compliance; health, safety and building 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 Design 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 Design Team will also be required to review and adhere to the SFUSD Project Standard Guidelines which will be issued at the start of the design process. If additional engineering expertise is required during the design process, the Design Team will acquire the additional consultants as an add-service to the contract between SFUSD and the Design Team.

4. Description of Design Scope of Services

The scope of work includes reviewing the Chinese Education Center 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:

- A retractable shade system that covers the majority of the rooftop schoolyard
- Benches around the periphery of rooftop
- Indoor visual/sound screening between classrooms and the multipurpose room
- Banners and mosaics on school façade and rooftop playground.
- Signage identifying the school
- Establishing greenery on the school grounds
- Increase the diversity of play and educational opportunities on the rooftop schoolyard

The Design Team will be required to visit the site and perform a walk-through of the premises prior to submitting a proposal. Please contact Victor Tam, Principal of Chinese Education Center at (415) 291-7917 or tamv@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 Design Team will work directly with Chinese Education Center’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.

Design Team Consultants Responsibilities:

A) Conduct Project/Site Assessment:
- Review Scope of Work requirements at Chinese Education Center.
- 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 Design Team 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 Design Team shall prepare and submit 100% complete Construction Bid Documents to the Division of the State Architect (DSA) for approval, if required, and make any recommended revisions.
• Assist in determining the number of additive alternates necessary to keep final construction costs under control.

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

• Prepare and submit final drawings and design details (in hard copy and in high-resolution PDF format), specifications, and priorities that are approved by the school’s Green Schoolyard Committee and Principal to the Green Schoolyard Project Manager for review by December 3, 2012. These documents should include:
  ▪ Existing conditions (verified in the field),
  ▪ Design sketches of all main concepts including color perspective and/or 3-D images and elevations necessary to illustrate design concept,
  ▪ Demolition plans, notes, legend, and details,
  ▪ Color landscape plan identifying hardscape materials, plantings and other site work elements,
  ▪ Planting Plan. A planting plan is required even if planting is not included in the contractor’s scope of work and should be included in the construction drawings. If planting is not included in the contractor’s scope of work the planting plan should be marked “Not in Contract.”
  ▪ Layout plan, notes, legends, and details,
  ▪ Grading plan, notes, legends, and details,
  ▪ Irrigation plans, notes, legends, and details,
  ▪ Construction detail drawings, notes, and legends,
  ▪ Color and materials booklet (min. 11” x17”) in color providing list and images of materials, plants, and product selections,
  ▪ Prepare and coordinate with SFUSD the Division 0 and Division 1 specifications provided by SFUSD into the bid documents. Prepare Division 2 and greater specifications,
  ▪ A cost estimate, and
  ▪ Incorporate hazardous materials mitigation documents (specifications and drawings) provided by District’s consultants into the final bid documents, if required.

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

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

Please note that all designs and subsequent construction drawings must adhere to SFUSD Project Standard Guidelines. These standards will be provided to the selected Design Team 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, bulleting, clarification drawings and sketches. These documents should bear a stamp and signature from the 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 Design Team 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 Design Team 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) Architect Licensed in the State of California
c) A minimum of two (2) years experience in the design of green schoolyards, educational settings, and ecological landscape design
d) Experience in access design for educational settings

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

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

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

Tamar Barlev, Assistant Project Manager
San Francisco Unified School District
2006 Proposition A Bond Green Schoolyard Program
135 Van Ness, Room 216
San Francisco, CA 94102
RE: Chinese Education Center 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.
Chinese Education Center will use the following selection criteria to evaluate each applicant (100 points maximum):
   - Experience and proven ability to design outdoor shade systems, indoor sound screening systems, and other structures for schools that fall within the scope of our priorities that meet the requirements of the Department of the State Architect (20 points)
   - Artistic merit and design approach; creativity and beauty of design that integrates sustainable systems within existing structures (20 points)
   - Creative process and collaboration; rapport and availability with green schoolyard committee and school community; understanding of master plan priorities; understanding of school’s unique culture and academic experience (15 points)
   - Overall fee and fee structure (15 points)
   - Experience designing green schoolyards in limited, rooftop settings, educational settings, and ecological landscape design; knowledge of how gardens and outdoor elements may be incorporated into curriculum; construction expertise including public bid work, construction administration, documentation of phasing (10 points)
   - Demonstrated ability to meet budget and schedule; ability to design to budget including performing value engineering; and, identifying work that may be performed by volunteer labor and with donated materials (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 or team’s professional qualifications and experience, including those of any sub-consultants, in order to clearly demonstrate your ability to successfully furnish the landscape architectural & architectural design services described in this RFQ.

o A discussion of the Design Team’s understanding of the landscape architectural and architectural design services required for this project and the firm/team’s ability to meet these requirements.

o Provide a reference list of not less than 4 clients of the firm and/or joint venture group. This list should include clients for whom your firm has provided similar architectural design work **during the past four years**. This reference list should include:
  ▪ the clients’ name, addresses, contact names, telephone numbers,
  ▪ a brief description of each project,
  ▪ project duration (please note whether project completed on schedule)
  ▪ an original budget and schedule, and
  ▪ a final cost and schedule for each referenced project.

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

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

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

o **Citations, Disbarments and Claims:** Provide a statement describing any and all of the following which the Design Team 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 firms associated with the Design Team not have any claims these firms should provide a statement to this effect, signed and certified in the fashion described above.
Should the firms associated with the Design Team 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. Design Project Team

Provide the names of the principal-in-charge and the assigned staff members who will comprise the core of your 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 Design Team’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 Design Team’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 Design Teams
  
- Final RFQ Questions due to SFUSD, 2:00 PM PST
  
- SOQ submissions due to SFUSD, 2:00 PM PST
  
- SOQ evaluation & Design Team interviews by Green Schoolyard Committee
  
- Communication of selected Design Team due to Project Manager, 2:00 PM PST
  
- Design Team tentatively identified
  
- Anticipated approval to award design services contract by Board of Education

- Professional Consulting Agreement (contract) due to SFUSD
  
- Estimated start of design process with site
  
- Deadline to submit 100% completed Bid Packages (drawings & specifications) to SFUSD for review
  
- Construction project advertised to public (week of)

- Final Bid Packages submitted to printers
  
- Final Bid Packages available to public for purchase and review

- Estimated dates for job walk 1 with contractors (week of)

- Estimated dates for job walk 2 with contractors (week of)

- Estimated dates for construction project bid opening (week of)

- Anticipated approval to award construction contract by Board of Education

- Estimated date to issue Notice to Proceed (NTP) to contractor

- Estimated date to hold pre-construction meeting with construction team (week of)

- First day of construction

- Substantial completion for construction

- Final completion for construction

- First day of school for the Academic Year 2013-2014

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 Chinese Education Center’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. Chinese Education Center Green Schoolyard Plan report and Concept Plan created by Bay Tree Design
B. SFUSD Sample Contract
C. DVBE Requirements
D. Fee Proposal Format

VI: DOCUMENTS AVAILABLE FOR REVIEW

Other information pertaining to work at specific school sites is available through review of the following documents:

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

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2006 PROPOSITION A BOND
JUNE 2, 2011

PREPARED BY:
BAY TREE DESIGN, inc.
environmental planning & design, ecoschool design®, edible landscapes
berkeley, california, 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

CHINESE EDUCATION CENTER
   Principal Victor Tam*

   Participating Faculty & Staff

   Vicky Chan*
   Kelvin Chin
   Marian Fong*
   Jane Huang*
   Fanny Li*
   Stanton Louie
   Wen Ying Rosen
   Joanna Szeto*
   Amy Yip*

   * Green Schoolyard Committee Member

BAY TREE DESIGN, INC.

   Sharon Danks, Principal-in-Charge
   Jeni Webber, Landscape Architect
   2927 Newbury Street, Suite B
   Berkeley, California 94703
   (510) 644-1320
   www.baytreedesign.com

   Photographs and drawings by Bay Tree Design, inc.
# Table of Contents

## Green Schoolyard Report

- 2006 Proposition A Bond Process: page 2
- Green Schoolyard Community: page 2
- Project Kick-Off: page 3
- Green Schoolyard Vision Statement: page 3
- Goals & Key Project Ideas: page 3
- Key Site Walk Findings: page 5
- Opportunities Areas Site Map: page 9
- Concept Plan: page 10
- Concept Plan Drawing: page 11
- Schoolyard Greening Priorities & Proposed Project Phasing: page 18
- Next Steps: page 19

## Appendix

- Appendix A: Photographs of the School Grounds

## Stand Alone Items

- 11x17 Poster: Green Schoolyard – Project Summary
- 11x17 Poster: Green Schoolyard – Participatory Design Process Summary
2006 PROPOSITION A BOND PROCESS

In Fall 2010, the Chinese Education Center began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enrich the schoolyard with additional recreational, educational, and ecological features that will make it a more exciting, beautiful, interesting, and comfortable environment for students and adults.

The SFUSD 2006 Proposition A Bond program is contributing $150,000 to “green” the Chinese Education Center’s schoolyard. The ideas for this renovation were developed using a participatory design process that included Principal Victor Tam and the school’s teachers and support staff. The design process was led by environmental planner Sharon Danks and landscape architect Jeni Webber of Bay Tree Design, inc, as well as by Lori Shelton from SFUSD’s Green Schoolyard Program.

This initial planning phase, completed in April 2011, resulted in a concept plan that is intended to guide the future development of the school’s educational and play landscape (rooftop environment) in the years to come. The plan’s design is more ambitious than the bond funding will be able to cover in the first phase. The school community has prioritized the areas they would like to develop with bond funds. (These portions of the project are referred to as “Phase One” in this report.) The school community hopes to raise additional funds in the coming years, to continue to develop the yard according to the plan.

The next phase of work will begin with the school community’s selection of an architect to work with them to further develop the design of Phase One area(s). The architect will build on the ideas in the Concept Plan developed during this phase, prepare cost estimates, and identify the more specific scope of work to be constructed using the bond funding. The architect will then develop construction documents for the areas to be built and provide construction administration for these areas. It is anticipated that the infrastructural elements of this project – retractable and fixed shade awnings, planting and irrigation, decorative elements and other major construction – will be accomplished by professional contractors and that the remaining design improvements might possibly be created overtime with additional support and funding.

GREEN SCHOOLYARD COMMUNITY

The goals, objectives, spatial layout, and implementation priorities for this green schoolyard plan were defined by a committed group including Principal Tam and an enthusiastic group of teachers. Over time this rooftop space will flourish through strong support from Principal Tam and the dedicated core of teachers. As the rooftop begins to transform into an enriched, verdant and colorful, learning-play environment, hopefully even more support will come forth.
PROJECT KICK-OFF

The green schoolyard project at Chinese Education Center began with a meeting with Principal Victor Tam, Lori Shelton and Tamar Barlev from SFUSD’s Green Schoolyard Program and Jeni Webber of Bay Tree Design, inc. They discussed challenges and opportunities posed in enhancing this unique urban educational center and rooftop-schoolyard site. Together they walked the levels of the school environment and discussed the existing educational landscape and its potential for enhancement. A lot of enthusiasm was developed in this walk-through, with many design solutions imagined by thinking-out-of-the-box!

The walk-through session was then followed by a green schoolyard design kick-off meeting led by environmental planner Sharon Danks and landscape architect Jeni Webber of Bay Tree Design, inc., in January 2011. The kick-off session opened with an explanation of Proposition A Bond’s green schoolyard program. Lori Shelton introduced the greening program and invited the school to seek SFUSD’s help with their green schoolyard project. This was followed by a Bay Tree Design green schoolyard slideshow. It showed examples of schoolyard greening that could be applied in the unique urban environment of the Chinese Education Center to enhance the school grounds, encourage schoolyard ecology and environmental learning and play. Bay Tree Design’s slideshow illustrated some of the approaches that other schools have used to enliven outdoor learning and diversify play opportunities, as well as ideas for modifying the environment to increase physical comfort and outdoor enjoyment.

After the slideshow, the teachers brainstormed ideas to articulate their goals for future development of the Chinese Education Center’s grounds. After the lists were completed, each participant received eight stickers that they used to “vote” for their top priorities. Participants were allowed to spread out their votes, or to put more than one sticker on a specific item if they felt strongly about it. A summary of the items and the votes received from the school community is listed below. The ideas the school community brainstormed were grouped by their themes to articulate the goals for this project. These ideas were also used to create a vision statement for this project.

GREEN SCHOOLYARD VISION STATEMENT

The Chinese Education Center thrives in a welcoming, beautiful and comfortable urban school landscape—where student learning, play and enjoyment is fostered and a happy, friendly community is developed.

GOALS & KEY PROJECT IDEAS

To achieve their overall objective of improving the center’s work and play environment, the Chinese Educational Center community developed a set of goals to reflect their desire to create a more comfortable, beautiful space, with strong educational opportunities and a wide array of recreational options. These goals include enhanced outdoor learning opportunities, more beauty, a friendlier and more welcoming landscape, eco-friendly design, a more diversified play environment, and features that enhance enjoyment, fun and comfort—especially shade! Their goals and key project ideas are as follows:
GOAL #1: CREATE A MORE COMFORTABLE SCHOOL ENVIRONMENT
- Create shade for the rooftop playground; ideally a shade structure that would be retractable to allow children to play in the sunshine in cooler weather (seven votes)
- Screen the classrooms from the adjacent multi-purpose room to provide a quieter and less distracting classroom environment (seven votes)
- Add indoor plants for air quality and beauty (one vote)
- Create a safer play space for kindergarteners in a corner of the schoolyard; a ball-free zone

GOAL #2: CREATE A MORE BEAUTIFUL & WELCOMING SCHOOL
- Enliven the building front with artistic elements and create a sense of place (four votes)
- Add signage identifying the school on Clay Street (four votes)
- Bring more art into the school stairwells (three votes)
- Create mosaics of plants, animals and mythic figures (two votes)
- Enliven walls with murals in stairwells and other locations (two votes)
- Install easy to care for plants in various locations inside (one vote)
- Animate the playground with artwork on the fences (one vote)
- Phoenix image

GOAL #3: ENHANCE PHYSICAL EDUCATION & RECREATION WITH OPPORTUNITIES FOR ACTIVE & PASSIVE FORMS OF PLAY, SOCIALIZING, EXPERIENTIAL LEARNING & CREATIVITY
- Paint a maze on the rubber mats (four votes)
- Provide a colorful and easy way to set-up a folding tent fabric playhouse (two votes)
- Paint a hopscotch circle course on the rubber matting (one vote)
- Paint an obstacle course on the rubber matting
- Provide “talking tubes” for play (one vote)
- Provide different types and sizes of game boards (one vote)

GOAL #4: CREATE A MORE STIMULATING, DIVERSE & FUN LEARNING ENVIRONMENT
- Paint a world map on playground matting (three votes)
- Paint a United States map on matting or board (two votes)
- Paint a Chinatown map on the matting (one vote)
- Install a weather station on the rooftop (one vote)
- Create opportunities to understand geography more
- Provide over-sized, kid-sized alphabet letter cards for games
- Provide over-sized, kid-sized number cards for games

GOAL #5: CREATE OPPORTUNITES TO LEARN ABOUT ECOLOGICAL SYSTEMS & CYCLES
- Install “Wooly Pockets” for planting and provide irrigation (two votes)
- Establish a terrarium in the multi-purpose room (one vote)
- Collect rainwater in a barrel
- Plant bamboo in containers on the roof
- Create opportunities to learn about life cycles of plants and animals
- Grow vegetables in raised planters that provide a cultural reference both familiar and new
- Install a worm box for composting scraps and plant cuttings
- Create a silkworm box
- Grow plants so that the students can feel, look, smell, touch and eat them
KEY SITE WALK FINDINGS

In November 2011, Principal Tam met with Jeni Webber from Bay Tree Design and Lori Shelton and Tamar Barlev from SFUSD to evaluate the unique challenges and opportunities presented in greening the Chinese Education Center school environment. At that time they examined the existing physical conditions and uses of the school site.

The key need expressed by Principal Tam was to ameliorate two very important physical challenges that make learning and play difficult at times. The first issue discussed was the great need to create extensive shade for the rooftop schoolyard. The only shade on the roof is provided by the walls of the nearby buildings when the sun is behind them. Not only is there no overhead shade, but the multi-story hotel to the north of the school concentrates and reflects sunlight down upon the rooftop schoolyard creating an intense urban heat-island effect. The black rubber matting absorbs so much solar energy, and gets so hot, that it emits a noxious melting rubber odor. The reflected light appears to be a safety hazard for the children. On bright, sunny warm days, it is so hot that instead of playing, the children huddle against the wall to get what shade they can or just stay inside when they should be getting fresh air and gentle sunshine!

Another pressing issue discussed was the need to create less distracting classroom environments for the classes held in the rooms that are adjacent to the multi-purpose room. Since there is not a hall separating the classrooms and the multi-purpose room, there cannot be doors in the doorways due to fire-code safety issues. This limits the ability to fully utilize the multi-purpose room during class hours because activity in the adjacent space very distracting for the classes.

Other issues discussed included: existing uses for various areas of the rooftop schoolyard, how the roof handles rain (not always that well, with some leaking below), the desire for greater and more diverse play opportunities, increasing comfort by providing more seating, the need for keeping the rooftop space adaptable for full assembly of the school community, the desire for more beauty, color and animation of the urban environment, and the need for more streetscape identity and sense of place. Photographs of the school site, taken by Sharon Danks of Bay Tree Design, inc. in January 2011, are included in Appendix A: Photographs of the School Grounds.

EXISTING STRUCTURES AND USE PATTERNS

We evaluated the school as three basic areas: the school streetscape, the school building, and the rooftop schoolyard—one of the most unique rooftop spaces in the entire world!

School Streetscape

The Chinese Education Center nestles into a canyon-like urban streetscape in the heart of downtown San Francisco. The school is situated in a very diverse neighborhood, where Chinatown meets the Financial District and is a short walk away from North Beach and Nob Hill. The front entrance of the school is on a narrow one-block section of Merchant Street, with the architecturally impressive, iconic Transamerica Pyramid rising like a watchtower to nearly 900 feet at one end of the short street, and the Hilton Hotel reaching some twenty stories high across the street from the school. Due to the narrow width of Merchant Street and the built presence of such large adjacent buildings, the school has little street-side sense of place.

The two story school seems dwarfed by the multi-story buildings surrounding it and needs more street-side expression of panache. Principal Tam says that visitors often miss the school the first time, walking right by it. The urban environment is visually dynamic and exciting, and thus it calls for the school to also
have more dynamism and flair in response to the school’s unique surroundings. The rear entrance of the school is on Clay Street, and is currently entirely without signage that identifies the school.

**School Building**

The Chinese Education Center building is a two story, stuccoed, concrete building. The school is the width of the block and has two entrances that allow some light into the downstairs corridors. Regretfully, there are few windows to allow natural light or fresh air into the classrooms and gathering areas. Due to glaring reflected sunlight from the hotel across the street, the blinds are frequently closed in one classroom that does have a window. The two ends of the second floor hallways and the stairwells do receive natural light, which benefits the spaces immensely. The air quality in the school is diminished by the fact that there is little ventilation other than when a door is opened.

The main stairwell on the Merchant Street end has been enhanced with a beautiful mural, lovingly painted by the students and teachers. It depicts a rolling verdant land and waterscape filled with wildlife, rainbows and beauty. The bright window areas at each end of the second floor halls are not yet utilized to their full potential and are currently used for needed storage of recycling bins.

As mentioned earlier, the classrooms situated next to the multi-purpose room on the ground floor open directly onto the gathering space. This causes a problem when the multi-purpose room is used during class-time because it is disturbing to the adjacent classes. For this reason, the multi-purpose room is not fully utilized.

**Rooftop Schoolyard**

The rooftop schoolyard is a pretty surprising space when one first walks onto it. It is so unusual in that it is surrounded by a forest of towering buildings, rising one above the other in the view-scape. Luckily the two buildings adjacent to the rooftop schoolyard are not very high, rising only twenty feet or so higher, so the sky is not blocked. To the south you see a lot of sky as well because the tall buildings are a few blocks away in that direction. Directly across the street to the north is the Hilton Hotel and the Transamerica Pyramid is down the block to the east—the sky is quite occluded by them. It is a very exciting architectural space. Kids, in general, like to get on top of things so there is excitement for them in just being on top of the roof in a high-energy urban location.

The space is physically limited on the roof and needs to serve many purposes—from small group or individual creative play, to very active play and recess with all the children out there, to large gatherings for the entire school community. Whatever is incorporated in the design must provide for these diverse activities while taking minimal space from the existing surface. The flow of movement should not be impeded.

The rooftop schoolyard is bounded on two sides by walls of adjacent buildings and by parapets on both street ends. The wall to the west is natural brick while the wall to the east is painted a barn red. The lack of symmetry in the space adds to the sense of urban excitement. The walls and windows of the adjacent buildings are protected by a tall angled metal post and fence arrangement. The posts look structurally solid and can be evaluated for potentially holding shade canopies. The fence which angles back in on the schoolyard helps to keep balls, Frisbees and other children’s toys from being lost to neighboring roofs. The two street ends are not protected above seven feet, so an errant toss could result in a ball lost to the street below. That was not mentioned as a problem, though. Most of the rooftop is accessible to the students with only the far southern area fenced off to keep the children from the HVAC venting.

The surface of the roof is covered with black rubber mats. This provides a soft playing surface for the children but as mentioned earlier, it absorbs all the natural and reflected solar rays causing a heat-island effect. San Francisco is not often very hot so for much of the year the added sun is actually a benefit but
when it is hot in the late spring and early fall months, the space becomes practically unusable. There is no shade there other than when the sun moves behind a building—for most the regular school hours the rooftop is basically in full sunlight.

The matting is painted with bright yellow lines delineating basketball courts, four-square, hand-ball and dodge ball courts. The paint is fresh so we do not know how well it will adhere to the surface over time. We hope it will be durable. The entire rooftop but for the periphery is marked off for active play areas, with even the kindergarteners’ corner near the north stairwell marked for four-square. There is only one bench on the entire roof, so little space available for quiet play. When we walked the space the children were enjoying playing handball, which they actually bounce off the chain-link fence versus the backstop provided for it. The fence worked better with the balls they were using, the wooden backstop created too much of a bounce on the ball. The students play all the active games delineated on the matting, but there is a need for more quieter activities as well.

For school events, the western wall is used as the podium area, so in the design we created a balanced pattern of planters so the area would have a more stage like feeling. A Phoenix which is the school mascot, could be hung on the fence there as well. There is currently no electrical hook-up at the podium area but could be added in the next stage of improvements.

**Rooftop facilities and infrastructure**

On the rooftop level there are water fountains and bathrooms. There is also an elevator for access. The stairwells are quite wide which will help for moving materials up during construction. There is little storage space for any play items though more space can hopefully be created for storage. As a whole, the roof drains pretty well. At the time of writing this report, there are a few drains beneath the matting. The roof did leak somewhat in the winter of 2011. It was thought to be leaking where a pipe extended from the building. There is currently no electrical hook-up at the “stage” area but could be added in improvements.

**SCHOOLYARD MICROCLIMATE**

Though the school rooftop is protected from direct winds on all sides, wind will still be a factor in the design of overhead shade structures and planting boxes. In an urban built environment the winds behave more erratically. Whatever shading is created would ideally be retractable, because for much of the year the warmth of the sun is welcomed and children also need to absorb the energy of the sun for health. The area with the built-in bench and masonry wall behind it is a perfect solar collector that provides warm protected seating for a few children. There is need for more seating spaces such as that. There is barely any overhead protection from the rain. The rainy season extends from October till the end of April so for many days the children will need to play inside.

**WATER SOURCES**

The rooftop schoolyard currently has limited access to water for any intended plant irrigation. There is a water drinking fountain at the south end of the roof, so water can be tapped into in some manner. The school would like to ensure that any new planters to drain well and not create puddles of water on the mats. The drainage will need to be evaluated in the next design phase. A hose bib is needed as well.
OPPORTUNITY AREAS

During the site walk, Principal Tam, Lori Shelton, Tamar Barlev and Jeni Webber, identified some opportunity areas onsite. A map of the key opportunities and constraints identified is included on page 9. A discussion of the main themes is included below.

Constraints

For this planning process, we assumed that the basic ground plane of the rooftop schoolyard should not be broken up with other than on the periphery out of the way of the ball courts. The ability for the children to run as freely as possible governed the design of the space. Active ball play through most of the area was allowed for as well. The existing matting, though black and far too heat absorbent on the hottest days, was considered a fixed item since it was just recently installed. We did not feel it was wise to recommend trying to reduce the solar absorbance by painting the surface other than for design elements because we did not know of a paint that would reliably adhere.

Since the school is closed in the summer months, all added plantings, terrariums or fish tanks would need to be cared for during that time by either automatic irrigation or a community member. At this time we are only recommending planters with irrigation due to the difficulty of having plants cared for during the summer. It would be possible to move plants that are in classrooms out to the roof and have them hooked up to irrigation for the summer months, as well.

Rooftop Schoolyard Opportunities

The school community would like to balance active play with other types of learning and play opportunities and to create a much more comfortable schoolyard environment. Since the majority of the rooftop site is currently used for active play, we needed to evaluate the rooftop schoolyard to find the areas that are best suited to ball games, and which niches could be dedicated to ball-free play and activities such as gardening, reading and imaginative play. The rooftop space will be enlivened by providing more diverse elements and a variety of experiences to enjoy.

The metal structure that supports the fence appears to be very sturdy, but will need to be structurally evaluated by an engineer to determine what type of load it can bear. Once evaluated, to make the most of the space and to stack functions, the walls and fences can be utilized for hanging plantings, animal cutouts, banners, mobiles and the weather station. The metal posts could potentially even be used to secure a larger retractable shade canopy but that needs to be determined by an engineer.

The roof receives abundant sunshine, which as a whole is a positive thing and will allow for healthy plant growth. Adding greenery to the rooftop will improve the space immensely. The plants will provide needed color and movement, animating the wind as it passes through the branches and stalks. The tall fence will allow the plants to be secured higher up if need be so they are sturdier in the wind.

School Streetscape Opportunities

The greatest opportunities to build upon are the urban location in such a dynamic downtown area and the Chinese cultural connections present at the school. We should build upon the purpose of the school—to welcome children arriving from China and help them thrive in America. The new rooftop design will help to celebrate Chinese culture through patterns, imagery and color. This will also help tie the center to the nearby Chinatown neighborhood. The school façade has some nice definition with architectural and cultural details that could be enhanced with added artistic elements. Since it is an urban environment, we recommended including colorful banners on the school face. This would create a sense of welcome and place when looking down the sidewalk. Also, the sidewalk on Clay Street is wide enough to provide the
possibility of having street trees planted to create more a sense of arrival, street-side identity, and seasonal cycles.

School Building

The two-story school building is brimming with activity, children and teaching materials. The interior space seems to be utilized almost to full capacity. A creative approach would need to be applied to add green elements in the school’s interior space. For example in the multi-purpose room, although the space is tight and needs to meet many needs, there is potentially some room for art such as a food mosaic, like the lovely raised mosaic of vegetables and fruit surrounding the rear doorway at Sanchez Elementary School. A larger fish tank and or a terrarium could also potentially be installed, if care for it can be arranged for the summer months when the school is closed. It would benefit the indoor air quality in the school to bring in as many air filtering plants, such as Spider plant, that can be cared for. The bright color of the green leaves will bring a pleasant and healing visual stimulus to the interior school environment that lacks windows for the students to occasionally daydream out of.

The interior stairways are pleasant, naturally lit areas. The school community would like to add to the artistic murals that they created a few years ago. There is room for more mural art and for hanging mobiles to enliven the space. In addition, the bright window areas at each end of the second floor halls are attractive yet at this time they are used for recycling and storage. Perhaps another storage space can be found so these lovely areas can be further enhanced with plants and perhaps a window seat, to encourage academic and social uses.

CONCEPT PLAN

Based on the evaluative list generated in the brainstorming session with the teachers and Principal Tam, Jeni Webber of Bay Tree Design prepared a draft concept plan for greening the Center and schoolyard. The greening committee met with her again to review the design, to give feedback and additional ideas. The plan was refined further and the resulting Concept Plan was approved by the school community in April 2011. This plan represents the culmination of the school community’s work to date. It is a springboard to be further developed with an architect in 2012.

The plan expresses the Chinese Education Center’s collective vision for the school grounds. It depicts their consensus for the direction their green schoolyard project should take. It illustrates the general spatial layout and programmatic goals and activities they desire onsite. The plan and this written description are intended to guide the future development of the schoolyard’s physical improvements, play spaces and green ecology for the 2006 Proposition A Bond process and any future work the school envisions for their site (to do with the help of the extended community) over the next 5-10 years.

The description below summarizes the main ideas in the schoolyard Concept Plan and is intended to accompany the drawing for the Chinese Cultural Center’s green schoolyard, dated April 4, 2011. The text below follows the map, discussing each area separately. Please see the attached plan on page 11.
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 and staff of Chinese Education Center over the course of a half year.

**Overall concept:** In its current configuration, the rooftop schoolyard is solely animated by the exuberance of the students and teachers. This plan strives to address the minimalistic nature of the schoolyard by enhancing comfort, beauty, play and educational opportunities with the goal of creating an outstanding example of an urban rooftop green schoolyard. The rooftop playground will be transformed into a much more dynamic, enlivened and enriched space. Color, motion, art and verdant plants will brighten the area, and provide relief from the hard, reflective urban surfaces surrounding.

Currently the schoolyard supports active play—ballgames, racing, running and jumping about. The ability to run around needs to be preserved so all design elements will maintain the basic flow of children’s motion. The new Concept Plan seeks to provide physical education and ball play space while balancing these needs with the school’s other objectives, which include creating a welcoming attractive environment, providing shade and seating, colorful sustainable plantings, outdoor educational opportunities, and creating inviting places for imaginative play and quiet reflection.

**Comfort:** The new design will make the schoolyard a more comfortable place by providing very necessary shade, additional seating, and establishing a play area where the younger children and adults can relax comfortably and play imaginatively, without getting hit by balls. Hopefully screening for the classrooms on the first floor can be achieved as well.

**Ecology:** The new playground design is intended to bring some nature and even habitat to the rooftop schoolyard. It will provide the opportunity to observe natural processes such as the cycles of the seasons, growth and decomposition, and the varied patterns of the weather. The schoolyard will potentially include a rainwater cistern to help teach students about conserving water. The planted containers will be watered using drip irrigation to conserve water.

**Education:** The playground will become a vibrant, outdoor learning space with curriculum-tied features intended to provide teachers with additional hands-on resources to enhance the coursework they are already teaching such as science and geography.

**Recreation/Play:** The plan includes areas devoted to active play and quiet play, for larger and smaller group and individual experiences. The goal is to create a variety of play opportunities as well as to maintain and enhance the ability to fulfill physical education requirements, such as the one mile run.

**Community Stewardship:** The schoolyard greening improvements will require some maintenance and oversight such as checking on the irrigation every once in a while and sweeping up any leaves. Overall the planting is designed to require very little on-going maintenance. If interest develops, then more greening can be created inside the school such as interior plantings, terrariums and fish tanks. It would be good to get the children involved in caring for the plants and sweeping up leaves to foster the schools commitment to community service and foster the idea of student stewardship.

GREEN SCHOOL AND SCHOOLYARD

The design for the rooftop schoolyard primarily seeks to create a more comfortable and attractive learning and playing environment. It seeks to balance opportunities for ball play and organized games with space for outdoor lessons, nature exploration, gardening, and imaginative, ball-free play. The goal is to create a design that is well suited to class-time instruction, physical education, and recess play.
Shade and Comfort: In the next phase of design, the ability to install a retractable shade system will be explored. There are systems with a series of panels that will retract if the wind picks up which is important. These systems run on electricity, are lightweight and could potentially be attached to the upright metal fence frame. This will need to be engineered and evaluated by the State Architect. It might not be possible to create a large shade system but the architect in the next phase will do the best they can to do so. Smaller shade panels such as the one suggested for the kindergarteners’ play area, shown below, do not require as sturdy a structure so should be possible to install.

Seating is also to be added to the playground area, with built in bench sections along the walls, and fold-down benches at the planters. This allows the kids to manipulate their environment somewhat, which should be encouraged. The built-in benches are to be designed for storage as well.

Screening for the downstairs classrooms that provides a quieter classroom space is requested. Hopefully this screening will also be a greening element in that it adds beauty and is of a green material.

Playground: If the ball game striping paint on the rubber matting has held up well and adhered for two years, then additional games and learning elements could be painted on the surface such as: a hopscotch course, a compass rose, an obstacle course and mile run, world map and Chinese checkers. To help the students get a sense of their urban surroundings, the names of bordering streets are to be printed on the matting as well. These new elements will enliven the area with color as well as encourage more variety of play during recess. An area is to be painted as a “stage” to help with larger school gatherings and creative play. The teachers also requested a shorter basketball hoop sized for the younger children.
**Kindergarten Play Area:** This corner area is to be designated for ball-free play for the younger children and others who want a quieter corner. Comforting images of pandas will animate the space, as shown in a drawing of this space on page 14. Colorful benches and plantings will soften and brighten the corner. An overhead shade-sail will define the space even further. For imaginative play and learning we are suggesting a water-play table, a play stove, and a worm-box in the shade of the doorway. They would really like a “chatty tent”—a foldable tent playhouse. A Chinese checkers board could be stenciled in the four-square court as well.

**Plantings:** Although the rooftop garden cries out for greenery, any plantings that are added need to be easy to maintain, sustainable and accessible to the students. The plantings also cannot take much space from the play surface. To meet those needs we are suggesting planters of bamboo, a species that can be chosen for topping off at twelve feet or so. Bamboo is very easy to maintain, and will do well in a container. They will reach high from a small footprint. The planters can also be attached to the metal framework so that they will not tip over in high winds. Irrigation can be run along the back of the chain-link fence or if run-off from the planters would pose a problem then “DriWater” (a type of irrigation material) can be used to water the plants.

We are also suggesting a series of “Wooly Pockets” hanging planters, that the children can play with and plant into. There is water accessible to the children or they also can have irrigation run through them. There is a type of “Wooly Pocket” that is lined so there won’t be excessive water dripping on to the matting.

A narrow raised planter with a trellis for climbing vegetables such as melons could be installed along the south side of the elevator shaft wall. This is near a ball area, which needs to be evaluated. The trellis could be made of galvanized 4” by 4” cattle fencing and be double-sided so the plants could grow up in-between safe from any balls.

The sidewalk on Clay Street is wide enough to have street trees planted. Non-bearing plum trees, such as the purple leaf plum (shown right) would provide color for many seasons, and express the cycles of nature. Interior plantings, such as hanging baskets of air-filtering plants and plantings for the window areas in the hallways would brighten and enliven the school.

---

*Non-bearing plum trees, such as purple leaf plum are envisioned as street trees along Clay Street. Drawing by Jeni Webber, Bay Tree Design, inc.*
Banners, mobiles, murals and mosaics: When we first brain-stormed the project, a desire for more beauty in the schoolyard was expressed by the greening committee. To address this a number of colorful, artistic and creative elements are suggested for the entire school environment. One of the most exciting of these is a dragon banner (shown above), designed for the entire length of the rooftop playground. On the opposite wall the school’s mascot, a phoenix, is to be hung above the newly painted “stage” area. Large panda cut-outs will animate the kindergarten play area. Hanging above the playground are to be large butterfly mobiles, they will express the movement of the wind and enliven the space.

As shown on page 17, the building façades are to be beautified with banners of Chinese imagery and language arts on both sides of the building. A mosaic of a phoenix was also designed for the Merchant Street entrance. The addition of these artistic elements will create a much greater sense of place and identity as well as make the school very welcoming to students, staff and visitors.

In the interior staircases we are suggesting more murals and colorful hanging mobiles if fire-code allows for the mobiles. For the cafeteria we are suggesting a fruit and veggie mosaic to encourage enthusiastic healthy eating.
Colorful banners are envisioned for the streetscape along Merchant Street (above) and Clay Street (right). A colorful phoenix-themed mosaic was also designed for the Merchant Street entrance (above).

Drawings by Jeni Webber, Bay Tree Design, Inc.
SCHOOLYARD GREENING PRIORITIES & PROPOSED PROJECT PHASING

The Concept Plan for Sanchez School’s green schoolyard includes ideas that are larger than the 2006 Proposition A Bond process, and are intended to be accomplished in the years to come. The school community has identified the projects within this plan that they would like to implement with the $150,000 funding from the bond. They have divided their green schoolyard plan into a prioritized list as described below, to accomplish their goals as the bond funds allow. They will try to raise additional funds, and in-kind donations of services and materials, to complete the later phases of the project, with the help of volunteers from the local community.

The Green Schoolyard Committee would like to focus their Prop A Bond construction funds first and foremost on creating retractable shade for the rooftop schoolyard. If it is deemed possible to create screening for the classrooms downstairs, then that is the next priority. Creating a more beautiful space with planting and artistic elements such as the banners and mosaics is the third priority. The addition of a diversity of games and educational opportunities in the schoolyard are next in priority.

PHASE ONE

Projects to implement with 2006 Proposition A Bond green schoolyard funding as costs allow, with the help of an architect, landscape architect and contractor, listed in order of priority:

1. The school’s highest priority for the use of their bond funds is to create more comfort for the rooftop schoolyard.
   a. A retractable shade system that covers the majority of the rooftop schoolyard will make the area much more comfortable and safer for the children and teachers. It is requested that the system be electronically retractable, since it will not be needed for much of the year.
   b. In addition, some benches around the periphery where they do not impede patterns of usage, would add to the comfort of the playground.

2. The school’s next priority is to improve the learning environment for the classrooms that abut the multipurpose room by creating visual screening that hopefully acts as a sound barrier as well.
   a. This screening cannot be accomplished as a major construction project and must be in accord with fire code for classrooms that do not exit onto a hallway. Ideally it would also be decorative and have some creative “greening” touches. This goal might not be possible to achieve due to the constraints, but the school would like this to be fully and creatively examined.

3. The Chinese Education Center’s third priority is to create a more beautiful and welcoming school environment:
   a. They would like to create a greater street presence and more attractive entrance with banners and mosaics on the Merchant Street façade.
   b. Signage identifying the school on Clay Street is requested as well as banners for that façade.
   c. A dragon banner and phoenix image for the school ground would enliven the rooftop area.
   d. Establishing greenery on the school grounds—street tree plantings, bamboo planters, “Wooly Pockets”, raised vegetable beds, and interior plantings are a high priority but need to be established in a way that is easy to maintain with irrigation or “DriWater.”
4. The school’s fourth priority is to increase the diversity of play and educational opportunities on the rooftop schoolyard. Additional patterning on the rubber matting, low basketball hoop, a water-play table, play cook-stove, chatty tent, worm-box, planting areas and a weather station would allow for a greater range of activities than currently possible on the roof.

PHASE TWO

The school does not have the opportunity to rally much support or volunteer labor from the families of the students due to the families’ personal focus on getting established in their new community. For that reason the school cannot undertake many additional projects. Hopefully some volunteer assistance might be available over time as well as additional funding from other sources. If they are able to find volunteers, they would undertake some of the smaller projects from the list above that were not completed during Phase One, especially the ones that involve more play and educational opportunities for the children and added beautification.

5. Other projects shown on the Concept Plan or developed by the community in the coming years, such as work on the interior spaces, games, and outdoor educational elements.

NEXT STEPS

Now that the Chinese Education Center community has a completed Concept Plan, it is time to move on to the next phase of the implementation process. The Chinese Education Center Green Schoolyard Committee will work with Lori Shelton and Tamar Barlev (SFUSD 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 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 architect, the school community will have an opportunity to decide which components they wish to undertake themselves (e.g. mosaics, creating artwork, planting vegetation, etc.), and which components will need to be built by a professional contractor. When the architect has completed his/her construction drawings and they have been approved by SFUSD, they will go out for bid to professional contractors. Once hired, the contractor will construct their portion of the project first, and the architect will supervise their work. When they are finished and their work has been accepted by SFUSD, the school community will add their own plantings and other smaller features as desired.
CHINESE EDUCATION CENTER
PHOTOGRAPHS OF THE SCHOOL GROUNDS  JANUARY 2011

STREET FRONTAGE - MERCHANT STREET

STREET FRONTAGE - CLAY STREET
APPENDIX A

CHINESE EDUCATION CENTER
PHOTOGRAPHS OF THE SCHOOL GROUNDS  JANUARY 2011

ROOFTOP SCHOOLYARD
CHINESE EDUCATION CENTER
PHOTOGRAPHS OF THE SCHOOL GROUNDS  JANUARY 2011

SCHOOL INTERIOR
In November 2010, the Chinese Education Center community began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enrich the schoolyard with additional recreational, educational, and ecological features that will make it a more exciting, beautiful, interesting and comfortable environment for students and adults.

The 2006 Proposition A Bond program is contributing $150,000 to “green” Chinese Education Center’s rooftop schoolyard. The concept design for this renovation was developed using a participatory process that included Chinese Education Center’s principal and teachers, assisted by Bay Tree Design, Inc.

This initial planning phase, completed in Spring 2011, resulted in a concept plan that is intended to guide the future development of the school’s environmental improvements, landscaping and rooftop play areas. In the project’s next phase an architect selected by the school will complete the design details and construction documents for a portion of the plan. The project will be built by contractors, with the help of the school community on some smaller details.

The Chinese Education Center Green Schoolyard Committee invites you to join this exciting project!
The Chinese Education Center community began a participatory schoolyard design process in November 2010 as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of the green schoolyard program is to enrich the school’s urban landscape with additional recreational, educational, and ecological features that will make it a more exciting, beautiful, interesting and comfortable environment for students and adults.

1. PROJECT KICK-OFF

The Chinese Education Center Green Schoolyard Project began with meetings with school staff to discuss the idea of enhancing the rooftop schoolyard and school environment. Landscape architect Jeni Webber and environmental planner Sharon Danks of Bay Tree Design, inc. began these meetings in November 2010, and presented schoolyard ecology slideshows to open the conversation and brainstorming sessions. The school community used these meetings to articulate their goals for the schoolyard’s future development and created a list of initial project ideas to be incorporated into the rooftop schoolyard.

2. SCHOOLYARD RESEARCH

In November 2010, the Green Schoolyard Committee worked with Bay Tree Design to examine the existing physical conditions and uses of the school site. Some issues discussed included: the need for creating shade on the rooftop schoolyard, incorporating ecology, desires for more diverse play and outdoor educational opportunities, existing uses, and opportunities for improvement. The information from the site walk is shown on the map to the left.

3. DESIGN DEVELOPMENT

In the Spring of 2011, landscape architect Jeni Webber of Bay Tree Design gave form to the ideas and desires expressed by the Green Schoolyard Committee and developed a preliminary design. The Committee evaluated the initial design and gave feedback to enrich the rooftop landscape and school environs even further. Bay Tree Design incorporated the community’s ideas into the final plan, which was presented in April 2011.

4. CONCEPT PLAN

The completed concept plan (above) seeks to illustrate the school’s consensus about the green schoolyard’s general direction and design in the years to come, and describes the intended uses for each area. In the next phase of the project, the school community will select a portion of this plan to implement with their bond funds and will pick an architect to help them develop that portion of the design in more detail.
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 *XXXXX XX, 2011* attached to this Agreement, for services rendered. Requests for compensation shall be monthly, complete with a breakdown of charges and receipts as applicable. Payments shall be made in a reasonable time upon approval that services have been rendered in a professional and timely manner as set forth in Section 3 of this Agreement. The amount of money to be paid to the Consultant under this Agreement shall not exceed *XXXXX dollars (US $XXXXX.XX)*. If the scope of work described herein is increased, the Agreement amount may also be increased provided that there is a prior written modification to the Agreement and a Board Resolution authorizing said increases. It shall be the responsibility of the Consultant to ensure that the total approved amount of the Agreement is not exceeded. Any work performed in excess of said amount shall not be compensated.

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

5. **TERMINATION**

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

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

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

6. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

11. CONSULTANT'S DEFAULT
Failure or refusal of the Consultant to perform or do any act herein required shall constitute default. In the event of any default, in addition to any other remedy available to the District, the District may terminate this Agreement pursuant to the terms of Section 6a herein. Such a termination shall not waive any other legal remedies available to the District.
12. **CONFLICT OF INTEREST**
Consultant understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part: "[N]o public official at any level of state or local government shall make, participate in making or in any way attempt to use its official position to influence a governmental decision in which he/she knows or has reason to know he/she has a financial interest." (California Government Code Section 87100 et seq.)

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

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

14. **AGREEMENT MADE IN CALIFORNIA**
This Agreement shall be deemed to be executed in, and shall be construed in accordance with, the laws of the State of California.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. CRIMINAL BACKGROUND CHECKS

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

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

19. PROPRIETARY INFORMATION OF DISTRICT

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

   **TO THE DISTRICT:** San Francisco Unified School District
   ATTN: XXXXX
   135 Van Ness Avenue Room 207
   San Francisco, CA 94102

   **TO THE CONSULTANT:** XXX LANDSCAPE ARCHITECTS
   XXXXX Street
   XXXXX, CA 9XXXX
   (XXX) XXX-XXXX

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

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.
Resolution #: XXX-XXXX

_________________________________   SAN FRANCISCO UNIFIED SCHOOL DISTRICT
CONSULTANT

_________________________________   Joseph Grazioli
By:_________________________________
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>
<thead>
<tr>
<th>Name of Independent Consultant/Contractor:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Services performing under the Agreement:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Schools/Locations where services are being performed:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total amount to be paid by the District under this Agreement:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Term of Agreement:</th>
</tr>
</thead>
</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):

<table>
<thead>
<tr>
<th>Employees' Names</th>
<th>Dates of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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."
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.

<table>
<thead>
<tr>
<th>To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option A - Commitment to full DVBE participation</strong> - 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.</td>
</tr>
<tr>
<td><strong>Option B - Good Faith Effort</strong> - 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.</td>
</tr>
<tr>
<td><strong>Option C - Business Utilization Plan</strong> - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.</td>
</tr>
</tbody>
</table>

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

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

Method A1. Certified DVBE bidder:

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

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

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

Method A2. Non-DVBE bidder:

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

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

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

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

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

Step 2 Other State and Federal Agencies, and Local Organizations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| DGS-PD Office of Small Business and DVBE Certification (OSDC) | FOR: Directory of Certified DVBEs Certification Applications Certification Information Certification Status, Concerns |
| 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) 375-4650 Fax: (916) 375-4950 | |

| 707 Third Street, 2nd Floor, West Sacramento, CA 95605 Voice, 8 am—5 pm: (800) 559-5529 Fax: (916) 375-4597 | |

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.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to DGS’ IFB No. 12345 for fencing materials in Chowchilla.

DVBE responses due to me 1/1/02; Bids due to the State 1/15/02.

Contact: ABC Company
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: 555/555-5555; fax: 555/555-5556
or e-mail: jane.doe@abcco.com
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.

<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>Street Address, City, State and Zip Code</td>
<td></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 %</th>
<th>Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<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>Street Address, City, State and Zip Code</td>
<td></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 %</th>
<th>Tier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<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>
<tr>
<td></td>
<td></td>
<td>( )</td>
</tr>
</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”)

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

Describe Result

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

**Focus Paper Name** (list full name)

<table>
<thead>
<tr>
<th>Date Ad Published</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

**Trade Paper Name** (list full name)

<table>
<thead>
<tr>
<th>Date Ad Published</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>I certify the ad was placed to reach both trade and focus audiences through this one publication</th>
</tr>
</thead>
</table>

**Trade and Focus Paper Name** (list full name)

<table>
<thead>
<tr>
<th>Date Ad Published</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Date Ad Published</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>/</td>
</tr>
</tbody>
</table>

Page 7 of 10
## ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS


**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>
<th>DVBE Contact Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail (if available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ /</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</thead>
<tbody>
<tr>
<td></td>
<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>
<th>DVBE Contact Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail (if available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ /</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</thead>
<tbody>
<tr>
<td></td>
<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>
<th>DVBE Contact Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail (if available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ /</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
</thead>
<tbody>
<tr>
<td></td>
<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>
<th>DVBE Contact Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail (if available)</th>
</tr>
</thead>
<tbody>
<tr>
<td>/ /</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Street Address, City, State and Zip Code
<table>
<thead>
<tr>
<th>Date Contacted /        /</th>
<th>DVBE Company Name</th>
</tr>
</thead>
</table>

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

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

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

OR

☐ No, I am unable to subcontract with the DVBE for the following business reasons:
Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

### OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION

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

### OPTION B: GOOD FAITH EFFORT (GFE)

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

### OPTION C: BUSINESS UTILIZATION PLAN (BUP)

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

School Name: ____________________________Greening Project

DESIGN PHASE\(^1\)

- Schematic Design: $ ______________
- Design Development: $ ______________
- Construction Documents: $ ______________

DESIGN PHASE SUBTOTAL: $ ______________

CONSTRUCTION PHASE

- Construction Bid & Procurement\(^2\): $ ______________
- Construction Administration: $ ______________
- Project Close-out, Warranty and Record Drawings\(^3\): $ ______________

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