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

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR
LAWTON ALTERNATIVE SCHOOL
1570 - 31st Avenue
San Francisco, CA 94122

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

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

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

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

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

RE: Lawton Alternative School Green Schoolyard Project

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

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

Late submittals will not be considered.

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

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

2. Administrative Requirements

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

Landscape architectural firms or each member of associations for joint ventures awarded a contract will be required to maintain, in full force and effect at their own expense, the following insurance policies with companies certified with the California Insurance Commission. Please include the name of your insurance provider in your SOQ. The following insurance policies are required in order for your firm/joint venture group to qualify for participation in this project:

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

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

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

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

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

3. Description of Project and Scope of Work

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 Landscape Architect firm or team chosen to

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

4. Description of Landscape Architectural Scope of Services

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

1. Develop green areas around play structure as illustrated in the Concept Plan including rainwater harvesting component at bungalows.
2. Greening components on Kindergarten yard as illustrated in the Concept Plan
3. Convert the 31st Avenue north “garden” to an outdoor classroom of tiered seating and work tables.
4. Develop “edible garden” using tiered planting box beds along the southwest border of the school along Lawton Street. This area is wheelchair accessible because an ADA ramp has been installed. Install a fence that matches the school architecture at the sidewalk edge.
5. Develop a California Native Plants Garden along the northwest border of the school and a Butterfly Garden along the southwest border of the school along 31st Avenue. Install a fence that matches the school architecture at the sidewalk edge.

The Landscape Architect will be required to visit the site and perform a walk-through of the premises prior to submitting a proposal. Please contact either Principal Beverly Dobrus, kongb@sfusd.edu or Assistant Principal Dr. John Ignacio ignacioj@sfusd.edu or call them at (415) 759-2832 to schedule the site visit. Site visits can be scheduled between April 2, and April 13, 2012.

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

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

Landscape Architectural Consultants Responsibilities:

A) Conduct Project/Site Assessment:
• Review Scope of Work requirements at Lawton Alternative School.

• Review the Concept Plan developed by Bay Tree Design green schoolyard committee. The content of this concept plan must be addressed/incorporated into the final design.

• Thoroughly document existing conditions in the areas that may be impacted by green schoolyard elements. Site assessments shall include identification of functioning water supply for irrigation installation.

B) Provide Design Development Services:
• Meet with District Representatives and school site staff, allowing the school to communicate essential project elements as well as review and adjust specific concept plan proposals.

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

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

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

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

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

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

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

C) Submit Final Construction Drawings, Specifications and Cost Estimates to SFUSD and others as necessary:
Prepare and submit final drawings and design details (in hard copy and in high-resolution PDF format), specifications, and priorities that are approved by the school’s Green Schoolyard Committee and Principal to the Green Schoolyard Project Manager for review by December 3, 2012. These documents should include:

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

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

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

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

D) Provide Construction Administration:

- Provide detailed information related to design, drawings and specifications as requested by SFUSD representatives and contractor.
• Visit site weekly during construction to review progress, quality of work, and conformance to intent of Contract Documents. If additional visits are needed to review layouts etc., this should be included and expected as well.

• Utilize District’s project management software to facilitate communication and track documents between the District, District’s agents and contractor. Relevant staff training on the District’s project management software will be necessary.

• Provide construction administration, including review of submittals, attendance at all job-walks, pre-construction meetings and weekly on-site meetings, preparation and implementation of DSA (and non-DSA) approved change orders with drawings, if applicable, respond to requests for information (RFI’s), issue Architect’s Supplemental Information (ASI), Informational Bulletins (IB) and clarifications, review contractor submittals, payment requests and proposed change-order (PCO) requests, and issue weekly field reports after each construction meeting.

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

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

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

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

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

• Coordinating the bidding phase, including advertisement and distribution of bid documents.

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

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

II: DISTRICT PROCESS FOR CONSULTANT SELECTION

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

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

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

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

III: CONTENTS OF PROPOSALS AND EVALUATION CRITERIA

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

Tamar Barlev, Assistant Project Manager
San Francisco Unified School District
2006 Proposition A Bond Green Schoolyard Program
135 Van Ness, Room 216
San Francisco, CA 94102
RE: Lawton Alternative School 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.
Lawton Alternative School will use the following selection criteria to evaluate each applicant (100 points maximum):

- Adherence to RFQ requirements (10 points)
- Ability to demonstrate a creative process and design approach. Artistic merit (15 points)
- Experience designing green schoolyards and educational gardens; knowledge of how gardens and outdoor elements may be incorporated into curriculum; understanding of master plan priorities; understanding of school's unique culture; understanding of K-8 academic and Physical Education programs and recreational experiences; and, knowledge of ADA accessibility requirements (20 points)
- Ability to collaborate and develop a rapport with green schoolyard committee and school community (15 points)
- Design expertise such as knowledge of native and drought-tolerant vegetation; rainwater harvesting; drip irrigation; building materials that are healthy, sustainably harvested, and produced using environmentally friendly materials; and, environmental safety (15)
- Construction expertise including public bid work; construction administration; documentation of phasing; ability to design to budget as well as using value engineering; and, identifying work that may be performed by volunteer labor and with donated materials (15)
- Availability, overall fee, and fee structure (10)

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

- The full name and address of the firm or team
- The name and phone number of a designated contact person
- List of all credentials, certifications and licenses (including credential, certificate and license numbers). Copies are NOT required and should not be included in the SOQ submission.
- A description of the firm's professional qualifications and experience, including those of any sub-consultants, in order to clearly demonstrate your ability to
successfully furnish the landscape architectural/design services described in this RFQ.

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

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

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

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

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

- Citations, Disbarments and Claims: Provide a statement describing any and all of the following which the landscape architect has received in the past three (3) years (maximum length; 2 pages):
  - “Claims” – Both insured and uninsured claims which have been paid for errors, omissions, or defects in work product or activities provided or performed by the company.

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

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

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

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

- Educational
- Recreational
- Commercial
- Residential

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

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

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

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

5. Agency, Relevant Code and ADA Experience

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

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

IMPORTANT: CLEARLY STATE SPECIFIC EXPERIENCE WITH THESE AGENCIES/CODES IN THE LAST FIVE YEARS. GENERAL STATEMENTS RELATED TO EXPERIENCE WITH THESE AGENCIES/CODES WILL RESULT IN LOST POINTS.

IV: RFQ/Project Schedule:

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

- Required site visit by Landscape Architectural firms: 4/2/2012 – 4/13/2012
- Final RFQ Questions due to SFUSD, 2:00 PM PST: 4/17/2012
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 Lawton Alternative School’s Principal and Green Schoolyard Committee.

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

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

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

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

**V: ATTACHMENTS**
A. Lawton Alternative School Green Schoolyard Plan report and Concept Plan created by Bay Tree Design
B. SFUSD Sample Contract
C. DVBE Requirements
D. Fee Proposal Format

VI: DOCUMENTS AVAILABLE FOR REVIEW

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

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

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

PREPARED BY:
Bay Tree Design, Inc.
environmental planning & design . ecoschool design® . edible landscapes
2927 newbury st . ste b . berkeley . ca . 510.644.1320 . www.baytreedesign.com
GREEN SCHOOLYARD PLAN PARTICIPANTS

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

SAN FRANCISCO GREEN SCHOOLYARD ALLIANCE
Rachel Pringle, Programs Manager

LAWTON ALTERNATIVE SCHOOL
Principal Beverly Dobrus - Greening Committee
Vice Principal John Ignacio - Greening Committee

Participating Faculty & Teachers
Jenny Bank
Richard Brenda
David Ellingson
Julia Fung
Marty Garrett
Debra Gordenev
Val Haskell
Marlynn Lancelotti
Maren Larsen - Greening Committee
Stephen Lavezzo
Jennie Lee
Vicky Lee
Alison Leung
Marlies Lewis
Stephanie Moore
Debra Netkin
Jenny Pak

Participating Community Members
Tammy Chan - Student
Jeena Choy
Yvette Chu
Rachel Cockell
Adelfa Dabuet
Leslie Edelman
Ruth Ekhaus
Marie Ha madalla
Katey Johnston
Jason E. Lee
Trudy Leung
Suzanna Li - Student

BAY TREE DESIGN, INC.
Lisa Howard, Principal-in-Charge
Mary Pearsall, CAD Assistant
2927 Newbury Street, Suite B, Berkeley, California 94703  .  (510) 644-1320
www.baytreedesign.com
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## APPENDICES
- Appendix A: Summary of Kick-Off Meetings
- Appendix B: Images of the Existing Schoolyard

## STAND ALONE ITEMS
- 11x17 “poster style” Green Schoolyard – Project Summary
- 11x17 “poster style” Green Schoolyard – Community Design Process
2006 PROPOSITION A BOND PROCESS

In February 2011, the Lawton Alternative School community began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enhance the existing schoolyard to create an engaging and ecologically-friendly environment for children’s learning and play.

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

LAWTON ALTERNATIVE’S GREEN SCHOOLYARD COMMUNITY

The goals, objectives, spatial layout, and implementation priorities for the green schoolyard were defined by a group that included the principal, vice-principal, the green schoolyard committee, teachers, staff, family members, and students of Lawton Alternative School. A large and well rounded group of people participated throughout the planning process. It is
the hope of the green schoolyard committee that interest in the yard will continue to grow, and that the parents will continue to be involved with the green schoolyard and take on small projects after the Bond construction is complete.

PROJECT KICK-OFF

The green schoolyard project began with a meeting with the teachers, staff, and the PTA to discuss the idea of enhancing the schoolyard. Landscape architect Lisa Howard of Bay Tree Design, inc. led these meetings and presented schoolyard ecology slideshows to open the conversation and brainstorming session at each of these meetings. The school community used these meetings to articulate their goals for the schoolyard’s future development and brainstormed ideas for projects to be incorporated into the yard. Further description of these meetings is provided in Appendix A: Summary of Kick-Off Meetings and the ideas are listed below.

GREEN SCHOOLYARD ELEMENTS LIST

This list below was developed by the school community as they brainstormed ideas for their school grounds. It has been sorted according to the number of votes each item received.

1. Outdoor classroom/performance space - 19 votes
2. Multi-use area with benches & seasonal shade (outdoor eating & quiet area) – 16 votes
3. Maintain space for active ball play – 15 votes
4. Nutrition through the garden/seed to table – 14 votes
5. Enhance play choices in kindergarten yard with creative play elements & loose play parts – 14 votes
6. Weather station – 8 votes
7. Creative play elements for main yard – 7 votes
8. Harvest stormwater via cistern/water feature/water garden & play – 6 votes
9. Consider middle school students needs for yard – 6 votes
10. Pollinator garden – 5 votes
11. Multi-level basketball hoops – 5 votes
12. Green-material structure/enclosure children can add pieces to each year – 5 votes
13. Fog catcher – 4 votes
14. Peace corner – 4 votes
15. Include student art in the yard – 4 votes
16. Storage for equipment – 4 votes
17. Outdoor music elements – 3 votes
18. Curriculum about life cycles – 3 votes
19. Enhance soil in current garden area north of main building – 3 votes
20. Install movable planters before Bond construction – 3 votes
21. Play structure made out of natural materials – 3 votes
22. “Chatter box” style playhouse – 3 votes
23. Art project students can work on each year, such as the snake bench – 3 votes
24. Address cyclone of trash at southwest corner of main yard – 3 votes
25. Use spaces outside enclosed schoolyard – 3 votes
26. Paint map on asphalt – 2 votes
27. Dry creek bed – 2 votes
28. Greywater – 2 votes
29. Trees – 2 votes
30. Chalkboard for art play (chalk, bubbles, tempura & water) – 2 votes
31. Flowers – 2 votes
32. Incorporate the school mascot, the lion, into the yard – 2 votes
33. Utilize vertical spaces with vertical gardens – 2 votes
34. Stationary bikes for producing energy on site – 1 vote
35. Logs for creative play & social seating – 1 vote
36. Place for individual tiles made by students (could be a fundraiser) – 1 vote
37. Extend kindergarten yard to sidewalk – 1 vote
38. Sound garden – 0 votes
39. Bird habitat for desired birds (no seagulls or pigeons) – 0 votes
40. Ping pong tables – 0 votes
41. Horizontal climbing element with appropriate fall surface – 0 votes
42. “Find a friend” spot – 0 votes
43. Family member hang out spot – 0 votes
44. Lighting – 0 votes
45. Soften 30th Avenue edge – 0 votes

MISSION STATEMENT & GOALS SUMMARY

After the kick-off meetings, the green schoolyard committee developed an overarching mission statement to further articulate the school community’s thoughts for the yard.
This mission statement is as follows:

“The Lawton community seeks to create a verdant and dynamic environment that encourages creative learning and play and where members interact respectfully and responsibly with each other and with the natural environment.”

The main goals for Lawton’s green schoolyard are to:

1. Cultivate a complete, evolving, natural environment that provides diverse opportunities for students to experience significant scientific and humanistic life processes.

2. Expand the inherent interactive capacities of our school campus so that the natural environment itself manifests the pedagogical objectives of our learning community.

3. Foster a communal sense of multi-faceted respect: between all individuals within the learning community via an augmented natural environment; and between students and the environment, students and their peers, and students and their teachers and leaders.

KEY SITE ANALYSIS FINDINGS

In March 2011 Lisa Howard of Bay Tree Design, inc. walked the site and talked with Lawton’s principal and the green schoolyard committee to learn how the school uses the site on a daily basis, throughout the school year. The purpose of the site research was: to determine the physical attributes of the site and spatial layout of the yard; to identify factors that could be enhanced by the design; and to identify factors that will have an impact on the site design. The information garnered at the site walk includes existing daily use patterns, existing vehicle and pedestrian circulation, and existing materials, infrastructure and ecology. All of this information was analyzed to identify areas of opportunity for the design of the green schoolyard. Below is a discussion of the most important findings and maps that Bay Tree Design produce to record and explain the findings. Photographs of the existing site are included in Appendix B: Images of the Existing Schoolyard.

The following maps of Lawton Alternative School show the existing conditions of the site, at the time of the site walk, with newly completed modernization work done by SFUSD.

The schoolyard is physically divided into two yards (a kindergarten yard and a main yard) with five additional spaces outside of these enclosed areas. They include the garden off of 31st Avenue, and the four strips of land between the building and the sidewalks on 31st Avenue, Lawton Street, and 30th Avenue.
EXISTING USES
The fenced schoolyard (kindergarten and main yards) at Lawton Alternative School is approximately 43,500 square feet. Lawton School can accommodate up to 621 students from kindergarten through eighth grade. This number includes 27 special day students. The middle school students at Lawton School partake in many competitive sports through SFUSD which requires specially dedicated striping and open spaces. The Lawton middle school sport teams include: basketball (boys and girls), baseball (boys), track (boys and girls), and volleyball (boys and girls). In addition to the large student population and space required to practice the various competitive sports, Lawton has two after school programs; called PRIDE and KEEP. These two programs use the yard and facilities after school, before school (KEEP only) and in the summer (PRIDE only). This school site is very well used throughout the school day and throughout the calendar year.

The kindergarten yard is used by the kindergarteners at recess times and for physical education. PRIDE uses this yard after school for some of their programs. The main yard has four sub-areas, as defined by the school community. They include the play structure area, the south area, the central area, and the north area. The play structure area has the only play structure in the schoolyard and is used by kindergarten through third in a rotating schedule. The area around the play structure is undeveloped and is lightly used. The south area is used by the first and second grade students during their recess times, by middle school students at their recess times and for volleyball practice, and by KEEP. The central area is used for large events, morning intake, third grade recess, physical education, middle school recess, and the middle school track team. The north area is used by the fourth and fifth graders for recess, physical education, middle school team sports (basketball, track, and baseball), middle school recess, and PRIDE. During fourth and fifth grade recess, the students use the entry corridor from 30th also for soccer. Currently the areas accessible for recess are 100% dedicated to active play, 0% for garden space, and 0% for mixed-uses such as social seating, nature play or learning spaces.

The garden and planting strips are outside of the enclosed schoolyard. The garden has been used in the past for growing food, middle school science projects, poetry and sketching. The garden was recently abandoned because the new planter beds were made with treated timber that is unsuitable for edible crops. All of the planting areas between the building and the sidewalk are maintained by the District and are not used by the school community.

VEHICLE & PEDESTRIAN CIRCULATION
Despite the fact that there are no parking spaces on site, vehicle circulation has a large impact on this schoolyard. Vehicles arriving on a weekly basis (trash, cafeteria and warehouse deliveries) pull into the site as shown on the map. Their routes take up approximately half of the yard. The delivery trucks park on the yard and the items they transport are brought to the cafeteria and storage room using hand trucks. Other vehicles that have access to the yards are emergency vehicles and the vision and hearing van which follow the same routes as the delivery and trash trucks.
NOTES:
* MIDDLE SCHOOL SPORTS TEAMS ALSO USE AUDITORIUM
* MIDDLE SCHOOL MAY ADD SOCCER TEAM TO SPORTS (JAN - MAR)
* ONE TO TWO P.E. CLASSES ARE HELD EACH PERIOD OF THE SCHOOL DAY
* SPECIAL EVENTS INCLUDE:
  - BACK-TO-SCHOOL BBQ - USES ENTIRE YARD (FOOD, BOOTHS, TABLES & FREE PLAY)
  - HALLOWEEN PARADE (AROUND PERIMETER OF MAIN YARD)
  - SPRING FESTIVAL SETS UP IN BUNGALOWS (SOUTH SIDE MOVES TO OTHER SPACE)
  - MAY CARNIVAL USES CENTRAL AREA FOR COMMUNITY PERFORMANCE SPACE
  - ALL SPECIAL EVENTS COULD USE SAME FOOD STAGING AREA NOTED ON MAP

STUDENT POPULATION:
* ELEMENTARY SCHOOL (K-5): 536 STUDENTS
* MIDDLE SCHOOL (6-8): 198 STUDENTS
* SPECIAL DAY STUDENTS: 27

TOTAL POPULATION: 621 STUDENTS

* PRIDE: 120 STUDENTS (PRIDE ONLY IN SUMMER, GRADE 5-6, PREP)
* KEEP 5-8 STUDENTS & MPK, GRADES 5-6, PREP

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This base map is based on the 2006 Prop A Bond modernization plans, as well as aerial maps and information gathered at the site walk.
There are two bus loading zones for Lawton School. The special day class students’ bus loading zone is on 31st Avenue near the school’s entrance. The kindergarten through eighth grade students’ loading zone is on Lawton Street near the entrance by the auditorium. The official parent pick-up zone is on 30th Avenue near the main entry to the yard. The closest Muni bus stop is located at Judah and 31st Avenue.

Most Lawton students enter the site from the main gate off of 30th Avenue or use the door near the auditorium and bus loading zone on Lawton Street. A few students enter from the entry on 31st (closest to Judah Street Muni stop) and the official/public entry. Once on site, all of the students start the day with morning intake in the central area of the main yard. At lunch recess all students enter the yard from the cafeteria.

There isn’t any evidence of students riding their bikes to school but one new bike rack was recently added to the site by the main entrance from 30th Avenue. PRIDE has a bicycle safety program which may encourage students to ride their bikes to school more often in the future.

The older students enter the yard from the doors by the cafeteria for recess times so that their hallway chatter will not disturb the classrooms of the lower grades. The lower grades enter the yard from the doors by the cafeteria and the doors near the flagpole. The kindergarteners enter their yard from the door in their wing of the building.

MATERIALS, INFRASTRUCTURE & ECOLOGY OF THE SCHOOLYARD
Lawton Alternative School is located a few blocks from the Pacific Ocean and just south of Golden Gate Park. Stormwater from this site drains to the Pacific Ocean.

The main yard is primarily paved with asphalt and has safety surfacing under the existing play structure. There are unpaved areas in this yard. The main yard has some benches arranged in a line to provide seating at the edges of the playground. It is enclosed by the main building, the bungalows, and chain link fences. The yard has some murals painted on the main building and the kindergarten yard wall. Near the play structure is a demonstration size, 1 KW photovoltaic (solar) panel recently provided by PG&E. Wind in this yard pushes all the loose trash towards the main building doors near the cafeteria.

The kindergarten yard is paved with brick and enclosed on four sides by buildings and walls. The walls block the kindergarteners’ views of the main school yard since they are taller than the children. This small yard (currently 2,280 square feet) is lined with benches and cheerfully painted with murals. The brick paving cannot be removed as it would disturb asbestos that is in the structure below it. The yard was larger once but the new modernization work required space for a new wheelchair ramp which took approximately one-quarter of the available space of the yard. This space is already too small for the current group of kindergarteners, but the size of the kindergarten classes have grown in the fall of 2011 to accommodate growing class sizes.
LAWTON ALTERNATIVE SCHOOL
1570 31st Avenue
San Francisco, CA 94122
2006 Proposition A Bond
SFUSD Green Schoolyard Program

Legend
- Building footprints
- Bike rack
- Parent Drop off zone
- Bus loading zone
- Pick-up/Delivery zone
- Hearing/vision van
- Fire lane

Site Analysis diagram by Bay Tree Design, inc.
This base map is based on the 2006 Prop A Bond modernization plans, as well as aerial maps and information gathered at the site.

Circulation Diagram
March 10, 2011

Main & secondary entrances & exits to yard
Bike rack
Parent drop off zone
Bus loading zone
Pick-up/Delivery zone
Hearing/vision van
Fire lane

PUBLIC/OFFICIAL ENTRY
SPECIAL DAY CLASS BUS LOADING ZONE
K - 8 BUS LOADING ZONE
MAIN ENTRY
COMPOST/RECYCLING/TRASH TRUCKS
FIRE LANE
HEARING/VISION VAN (needs elec.)
CAFETERIA
DELIVERY
MUNI STOP
at Judah Street & 31st Avenue
WAREHOUSE
DELIVERIES
MAIN SCHOOL BUILDING
MAIN YARD
31ST AVENUE
AUDITORIUM
KINDERGARTEN
30TH AVENUE
BUNGALOWS
KINDERGARTEN YARD
PRIDE & music room
STORAGE
Flagpole
Compost, recycling & trash
Storage room
GARDEN
NORTH AREA
CENTRAL AREA
SOUTH AREA

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NOTE:  
* All trash is blown by wind to southwest corner of the main yard.
The garden is located on the north end of the main building and does not receive much sunlight during the school year and thus is not a good location for growing edibles plants. The garden beds unfortunately were built with treated timber. This timber should be removed and the soil tested prior to planting any edibles in this area if the community wishes to grow food to eat. During the site walk, the adjacent property owner said that her house may be covered with asbestos shingles. It is unknown if these shingles are asbestos and the district may not be able to test the shingles because they are on private property. If the district can test the shingles, or if the school community wishes to use the site without testing the shingles, consultation with a hazardous material expert is recommended.

The four strips of space between the main building and adjacent streets all have permeable ground surfaces and are landscaped with groundcovers, shrubs and trees that are currently maintained by SFUSD. Each of these areas has at least one hose bib to provide water for irrigation.

**OPPORTUNITIES & CONSTRAINTS AREAS**

Opportunities are limited in the main yard and kindergarten yards due to spatial constraints. However, there are many areas of opportunity outside of the enclosed schoolyard. The opportunities are divided into three categories on the map: (1) opportunities to enhance existing unpaved surfaces (dark green); (2) opportunities to create new green spaces (light green); and (3) opportunities for multi-use improvements on/within paved areas (yellow).

Areas in bright and brick red denote design constraints. The bright red area represents spaces with paving that cannot be removed. The brick red areas include the fire lane, the area designated for P.E., the play structure (because of the cost associated with relocating it), and the emergency egress behind the bungalows. The P.E. and fire lane zones can also include learning and play features painted on the asphalt such as a human sundial, number grid, or sports striping.

The areas in dark green are places where new programmatic elements can be located without removing paving. All of these areas are outside of the enclosed schoolyard except the new planter in the kindergarten yard.

The areas in light green could be improved by removing asphalt and adding significant greening elements to the yard or adding light weight elements to the roof. The roof space cannot be accessed by students but is visible from the second floor hallway, the garden area, the main yard, and from 31st Avenue. From the hallway vantage point one can see Golden Gate Park, the Golden Gate bridge and the coastal ridgeline in Marin. This roof space can also be seen from the main yard and is near the garden area.
The diagram illustrates various opportunities and constraints at the Lawton Alternative School. The main yard, central area, and south area are highlighted with different symbols and notes. Opportunities include:

- Enhancing tree canopies (approx.)
- Opportunities to enhance existing unpaved spaces
- Opportunities to create new green spaces
- Opportunities for multi-use improvements or within paved areas
- Constraints: elements may be placed on paving
- Constraints: ground surface must remain paved and unobstructed

The diagram also indicates opportunities for:

- Rainwater harvesting from roof
- Enhancing planting beds with pollinator garden, bird habitat, and/or stormwater feature
- Enhancing planter beds
- Enhancing outdoor learning
- Beautifying facades of bungalows
- Softening 30th Avenue edge
- Enhancing mural
- Opportunities for lightweight instructional and/or ecological elements such as solar panels or fog catchers
- Opening up wall for visual and/or circulation flow
- Multi-use area with elements such as seating area, performance space, stationary bike, ping pong tables, and family member hangout space
- Outdoor classroom, garden, and instructional elements
- Making some areas of the playground serve multiple purposes
- Personalizing the school's front yard and providing instructional space

The base map is based on the 2006 Prop A Bond modernization plans, as well as aerial maps and information gathered at a site walk.
The areas in yellow could be improved by removing small areas of asphalt, adding learning features and play elements, rearranging the current surface striping, and painting learning and play elements on the paving.

Some of the most important opportunities for this school are to reevaluate the surface striping on the main yard; consider the underutilized areas in the main yard; consider how to use the spaces outside the enclosed schoolyard for instruction; and further enhance Lawton School’s public face for the local community.

DESCRIPTION OF DESIGN WORKSHOP

Vice-Principal Ignacio, twenty-two teachers and staff members, two parents, and six middle school students met on March 21, 2011 to participate in a design workshop organized and facilitated by Lisa Howard. At the workshop, the attendees worked in four small groups to develop designs based on ideas generated during the project’s kick-off discussions, the site analysis research, and the discussions from that afternoon. Each group produced a draft design for Lawton’s green schoolyard.

Below are photos of the workshop in progress, a summary of each group’s ideas and a picture of the design each group created. Each group was tasked with including the top ten items developed earlier in the process (from their “green schoolyard elements list” somewhere on the site.

GROUP ONE

This group worked on the site design by focusing on the perimeter of the main yard, the kindergarten yard, and the spaces outside of the enclosed schoolyard. The group’s proposed design includes:

- Moving the garden to the south side of the main building on the strip of land between Lawton Street and the main building. The garden would be enclosed by a fence and include an ADA compliant path.
- Enlarging the current garden by moving the new wheelchair accessible ramp. Turning the current garden into a science station/outdoor classroom with a fog catcher, wind turbine, solar panel and possibly a green house.
- Dividing the kindergarten yard into two small spaces, with one dedicated to active play (including a low basketball hoop) and the other area dedicated to creative play (including easels, soft matting, a playhouse and other elements).
LAWTON ALTERNATIVE’S GREEN SCHOOLYARD
SFUSD REPORT

- Enhancing the main yard by:
  - Developing a stage at the southwest corner of the main yard
  - Providing an area for creative play in the south area
  - Creating a “hang out” space for parents by the solar panel
  - Installing a snake or dragon bench by the bungalows
  - Collecting stormwater from the bungalows
  - Installing lower hoops by the basketball court
  - Addressing the wind that enters the yard from the north

GROUP TWO
The group’s proposed design includes:
- Developing a park-like setting with a lion bench and stepping stones in the planting area between the main building and Lawton Street.
- Redeveloping the garden as a quiet space that is not part of the recess area but could be used by teachers for outdoor instruction. This group recommended putting in a tall fence along the sidewalk edge to protect the garden from vandalism.
• Installing fog catchers on the roof of the main building near the garden.
• Keeping most of the kindergarten yard as it is but installing matting on the ground, to include a low horizontal climbing wall, a chalkboard, and a short basketball hoop.
• Developing a “hang out” area with benches and planters near the solar panel. Collecting stormwater from the bungalows. Planting trees along the northern edge of the main yard. The group also proposed having a tree fundraiser to collect money to pay Friends of the Urban Forest to plant some trees.

GROUP THREE
The group’s proposed design includes:
• Enriching the garden by; sealing the side of the adjacent house with a mural; developing a zen garden with benches, a fountain, humming bird feeders, and a peace corner; installing a green house; installing a weather station; adding a cistern for rainwater collection; and building an outdoor classroom with student mosaics.
• Turning the kindergarten yard into a performance space by enclosing it with a glass atrium. The space would include native plants, storage for loose play parts for the kindergarteners, student art materials, and a sound system.

• Adjacent to this space the group proposed building a stage in the main yard. Other proposals for the main yard were a mural across the front of the bungalows, a cistern to collect rainwater from the bungalow roofs, a place for seating, and an area for ball play.

• Developing the planting areas surrounding the building (near the sidewalks) with native plants, signage made by the students, mosaics and art made by the students, and a rock garden.

GROUP FOUR
The group’s proposed design includes:

• Separating the garden from the street and developing it as a low maintenance space with paths, a fountain, a weather station and a pollinator garden

• Enriching the kindergarten yard with a small basketball hoop, chalkboards mounted on the walls, a playhouse, storage under a bench, and soft mats
• Adding a low horizontal climbing wall, snake bench, trash enclosure, xylophone wall, planters, benches, a map of the USA, risers near the kick-ball striping, adjustable basketball hoops, and a taller fence near the basketball court in the main yard.
• Surrounding the yard with art made by the students.

SUMMARY OF THE CONCEPT PLAN

Bay Tree Design worked with the draft designs to create a plan that was reviewed by the school community and further refined until they reached consensus. This concept plan and written description represent the culmination of the school community’s work to date, and their consensus about the direction their green schoolyard project should take. This plan illustrates the general spatial layout and programmatic goals the community desires to create a more vibrant and engaging environment for their children’s work and play.

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

CENTRAL DESIGN CONCEPTS & GOALS
The design ideas in this plan follow a central set of concepts and goals that were developed through discussions with the principal, vice-principal, teachers, staff, parents, students, and community members over a period of several months.

Overall framework - In the new schoolyard configuration, the schoolyard is designed to accommodate active ball play with other activities such as nature play, an outdoor classroom, a garden, performance space, and quiet spaces. These areas will be linked by the newly built ADA compliant ramps which are part of the modernization project at Lawton Alternative School.

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

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

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

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

Community – The schoolyard improvements will require some maintenance and at the same time provide the community at Lawton Alternative School with an opportunity to personalize their space. The Lawton Alternative School community will need to assess if it can create regular schoolyard workdays for families and interested teachers to install new elements and/or maintain their green schoolyard. Holding workdays (monthly, quarterly, or bi-annual) would allow for adequate maintenance of the new elements, provide an opportunity for community-building, and allow the community their shared space.
DESCRIPTION OF YARDS
The areas of the grounds described below follow the concept plan clockwise starting with the north area of the main yard.

North area of main yard – The main yard has four different use zones: north, central, south and the play structure area. The north area of the main yard is used by the students in grades four and five and the middle school students for recess. The concept plan proposes to keep most of this space open for active ball play, physical education, and the fire lane but redefines the ball play zone with new striping, and adds some additional elements for play, socializing and comfort. The features in this area include:

- Re-arranging the striping by moving the track so that more recess striping for play can be added to the paving for games such as hopscotch and foursquare
- Adding two adjustable hoops on the side of the basketball court and a taller fence along the street to keep the balls in the yard
- Providing places for social seating and for observing sports games
- Including ping pong tables
- Planting evergreen trees to act as a wind break along the north edge of the yard in the open space between the two adjacent houses
- Planting deciduous trees for seasonal shade on the western edge of the area
- Painting learning elements on the ground such as the planet Uranus and the outer limits of our solar system. The remainder of the solar system will be painted on the paving in the central and south areas of the main yard.
Central area of main yard – The central area of the main yard is currently being used at recess by the third graders. The concept plan proposes leaving most of the space open for active play, physical education, the fire lane and special events. A few new elements have been added around the perimeter of this space. These include:

- Maintaining a large open area for active ball play, but restriping the area with track, and volleyball courts. The volleyball courts have been moved to make space for the proposed performance area in the south area of the main yard. This will also allow the older students to play volleyball at recess, rather than the first and second graders who currently play on the volleyball courts. In addition to reshuffling the large striping areas, hopscotch and foursquare games have been kept but moved to accommodate the stripping of the larger activities.
- Enclosing the trash/recycling/off-site compost bins and P.E. storage shed
- Painting the bungalows and adjacent enclosure described above with a wrap around mural that references the art deco style of the main building
- Creating a “nibbling garden” and quiet space near the bungalows with evergreen trees (to act as a wind break), adding planting areas, and a pride of lion benches (lion, lioness and cubs).
- Planting deciduous trees for seasonal shade on the western edge of this area

South area of main yard – This zone is currently used by the first and second graders at recess and by the middle school students during their separate recess times. The key features in the south area of the main yard include:

- Planting new trees in the schoolyard for shade and as a windbreak
- Celebrating the school’s mascot by painting paw prints on the paving at the entrance to the yard and installing a “pride” of lion benches (a continuation of the benches near the bungalows).
- Reconfiguring the existing stairs near the cafeteria entrance to the main building so that it functions as a stage for performances for special events, the morning intake stage, and a hang out space on a daily basis. The stage is shown in the shape of a sun with rays radiating out from it on the paved yard below. The stage would also have several learning elements incorporated into it including a scaled solar system, cardinal points, a weather station, a flagpole, and a nearby human sundial (located in the “sun”) for telling time.
- Reconfiguring the striping and maintaining an open area for active play and special events. The plan shows that the volleyball court will be moved to the older students’ recess area to open the space near the stage for special events. The new recreational striping in this yard includes four-square and hopscotch.
- Installing several tables for outdoor classroom work, quiet play during recess, or eating. The tables could have game boards painted on them.
• Removing asphalt and developing a space for imaginative play with a tunnel, stepping stones, “chatterbox” style playhouse, trees, plants and a rocket ship (or some other theme that compliments the nearby mural).

**Play structure area** – Currently this area is a key play feature for the kindergarten, first, second and third grade students with a rotating schedule. In the concept plan, this zone is confined to the safety matting in order to make some additional space for the kindergarten students at recess time. The matting has been extended to the adjacent retaining wall which is proposed to have a low horizontal climbing wall installed on it.

**30th Avenue** – The school community is interested in improving the curb appeal of Lawton School along this road frontage and increasing security for the yard to reduce vandalism. Key features include:

• Painting a mural on this side of the bungalows and the new enclosure next to them
• Adding street trees to the empty tree wells on 30th Avenue
• Asking the City to add trash receptacles along the sidewalk
• Redeveloping the small garden area at the corner of 30th Avenue and Lawton Street by removing the existing shrubs and ground cover and replacing them with decomposed granite and boulders. One large boulder will also have “Lawton Alternative School” carved on it manner that is similar to the one at the entrance to Alice Fong Yu School in San Francisco.

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**Kindergarten yard** – The concept plan proposes to expand the kindergarten yard from 2,280 square feet to a total of 3,500 square feet. The increased space would allow for more room per child and a much larger range of play experiences. Key features in the concept plan for this portion of the grounds include:

• Expanding the yard to include the area between the play structure’s matting and the fence along 30th Avenue. This newly expanded area would be separated from the main yard by a low picket fence with gates that could be opened on the two days per week that the kindergarten classes have access to the play structure.
Redeveloping the existing yard to have a dedicated active ball space in the back half of the yard, movable planters with small trees that demarcate this active ball area, tables for outdoor classroom work, easels and/or chalkboards mounted on the wall near the tables, and storage under a bench.

The area proposed as the expansion zone for the kindergarten yard would include the existing demonstration solar panel, mulberry tree, digging area, playhouses, a planting area for a nibbling garden or sensory plants, tree rounds, a “chatterbox” style playhouse and musical instruments.

Supervision for the newly proposed space would be difficult with the current schedule. The new layout would require two recess supervisors. The school community is currently discussing options to address this issue. The school could possibly develop a supervision schedule that would require an additional supervisor on the three days the kindergarten students do not have access to the play structure. On play structure days, the students could be limited to the play structure area and new area at recess.

Lawton edible garden – The area proposed for the Lawton edible garden is currently a space that is maintained by the SFUSD and contains grass, shrubs and a dying mulberry tree. This area is the largest space outside of the main yard that has a southern exposure for growing vegetables and fruits. The school community is interested in moving the garden program from the area at the north of the building to this location. Key elements include:

- 12 to 14 tiered-planting beds on the existing slope along Lawton Street.
- A new main entrance to the garden, near the entrance to the school’s auditorium. This entrance would be ADA compliant.
- Elements near the accessible entrance would include a tool shed, a compost station, an outdoor classroom and one or two accessible planting beds.
- An second new entrance would be located on the other end of the garden, but may not be wheelchair accessible. This will be determined during a later phase when information on the existing topography can be examined.
in more detail.

- The garden would be enclosed with a picket fence, decorated by students, and the tool shed would be locked inside this garden.

31st Avenue yards & entrances – The building frontage on this street is also the front yard of the school. The official/public entrance is centered on the building façade and a commonly used entrance to the schoolyard is located at the north end of the building. Between the building and the sidewalk are two large planting areas that the community would like to develop.

- The community proposes to develop the planting areas on each side of the official entrance. The planting area to the north of the official entrance door is a shady space and would be planted with California native plants that grow well in the shade. The planting area to the south of the official entry would be a butterfly garden. Each garden would include plant identification signs made by the students, interpretative signs about the plant habitat or butterfly life cycles, informal pathways, and picket fencing at the sidewalk edge.
- Painted paws are proposed for the ground surface near the entrance to the north of the building. The design also proposes to expand on the existing mural in the corridor.
- The school community did not make any changes to the official entrance. It is a beautiful art deco entrance with a mural being added in spring and fall of 2011 by Mr. Wong’s class.

Instructional area – This area is referred to as the “garden” in the existing conditions maps. As mentioned in the Key Site Analysis Findings section above, the site is shady, recently had raised beds with treated timbers installed, and there is some question about the adjacent building which may be sided with asbestos-laden shingles. The school administration will be following up with the District to test the garden bed materials. The adjacent house is private property and may not be able to be tested by the District. Due to the solar aspect of this area the school community has moved their garden as described above in the Lawton edible garden section and would like to make this space a quiet outdoor classroom if and when the questionable materials are addressed. The key features in this area include:
• A tall and attractive fence to secure the space from the sidewalk
• A mural as a backdrop along the adjacent residential building
• An outdoor classroom that can seat up to 36 students. The classroom space includes tiered seating and an area with two picnic tables for outdoor work. The tables will not seat up to 36 students but the tiered seating can be designed to work as additional table space.
• Fog catchers on the roof of the main building above with a cistern to collect the water from the fog catcher. The fog catchers can easily connect to the cistern and be seen from the instructional area, the main yard, 31st Avenue and the second floor hallway.
• An interpretive sign about the water cycle, fog or some other teaching aspect related to the fog catchers and the cistern
• A small water feature
• Bird habitat
• A locked shed for outdoor science curriculum teaching supplies
• A permeable paving surface that is ADA compliant

PRIO RITIES & PROPOSED PHASING

The vice-principal, a teacher, an afterschool staff member, a parent from the Lawton Alternative School community, Lori Shelton from the SFUSD Green Schoolyard Bond Program, and Lisa Howard from Bay Tree Design, met on May 12, 2011 to finalize the concept plan and determine the green schoolyard’s phasing steps. Throughout this process the committee has been very involved. The attendance at this meeting was very low but is not a reflection of the community interest in this project. The following list includes the priorities developed during the meeting:

Priority One - Expand the kindergarten yard and develop the creative play area in the south area of the main yard. This would include removing asphalt, planting trees (with Friends of the Urban Forest), installing key elements and irrigation. One of the key elements in this area and the bungalow area described below is to work with an artist to develop benches in the shape of a pride of lions. During the design session, the group admired Sherri Warner Hunter’s mosaic work (http://www.sherriwarnerhunter.com/) and would like to work with her or another artist with similar products. The school community plans to create the small elements for this area and put the plants in after the Bond construction.
Priority Two - Develop the area around the bungalows by building the enclosure around the P.E. shed and trash/recycling/off-site compost bins, painting a mural around the bungalow and enclosure, removing asphalt in front of the bungalows, adding the benches described in priority one and planting trees with Friends of the Urban Forest.

Priority Three - Adding trees throughout the main and kindergarten yards with Friends of the Urban Forest.

There was some discussion to identify projects that could be built by parents that would not require a landscape architect, permits or a contract. The group determined that parents could spearhead a few projects. These included the 31st Avenue yards and the corner at 30th Avenue and Lawton Street. The parents could also work on smaller elements throughout the project such as the solar system, nibbling gardens, ping pong tables, tables, elements in the instructional area, and the edible garden once the pieces that require a contractor are built.

As the Lawton Alternative School community determines what may exceed the bond money in the concept plan and settles into their new improvements after construction of the yard, the community can seek additional funding for further work on the yard via grants. San Francisco Green Schoolyard Alliance, Nik Kaestner (Director of Sustainability for SFUSD) and the California School Garden Network, can provide the community with many ideas for grants as their green schoolyard grows overtime.

NEXT STEPS

After the modernization construction is complete, Lawton Alternative School will move on to the next phase of the implementation process. The Lawton community will work with Lori Shelton and Tamar Barlev from SFUSD’s Green Schoolyard Program to write an RFQ 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, principal and vice-principal will help to interview and select their landscape architect. Later, they will work with this person to create a more detailed, schematic plan for the project area and construction drawings for the portions of that plan that will be built by a professional contractor.

While working with the landscape architect, the school community will have an opportunity to decide which components they wish to undertake themselves (to stretch their funds) and which components will need to be built by a professional contractor.

When the landscape architect has completed his/her construction drawings and they have been approved by SFUSD, they will go out for bid to professional contractors. Once hired, the
contractor will construct their portion of the project first, and the landscape architect will supervise their work. When they are finished and their work has been accepted by SFUSD, the school community may add their own plantings and other small features, as desired.

**GREEN SCHOOLYARD MAINTENANCE**

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

After the bond improvements are complete, the Lawton Alternative School PTA, teachers, staff and students will settle into their new yard and start to take ownership of their yard through work days, projects, maintenance, new ideas, and gatherings.

The Lawton Alternative School green schoolyard committee welcomes everyone who is interested to join in this exciting project.
SUMMARY OF KICK-OFF MEETINGS

On Monday, February 28, 2011 Lisa Howard of Bay Tree Design, inc. facilitated the green schoolyard kick-off meeting with the teachers of Lawton Alternative School. The attendees of the meeting were Lori Shelton representing SFUSD, Rachel Pringle from San Francisco Green Schoolyard Alliance, Principal Dobrus, Vice-Principal Ignacio, and 31 teachers and staff members from Lawton. On Wednesday, March 2, 2011 Lisa Howard facilitated the same meeting for the Parent Teacher Association of Lawton Alternative School. At this meeting the attendees included Principal Doburs and over 20 community members.

The purpose of these meetings was to introduce the community to Bay Tree Design, the master planning process and, the ideas behind a green schoolyard, and to collect their ideas, wishes, and goals for the green schoolyard at Lawton Alternative School.

The purpose of the green schoolyard slide presentation was to provide the participants of the meeting with a springboard for programmatic ideas for the yard. In the slideshow, Ms. Howard talked about what makes a successful green schoolyard and how the community could build on their own identity and resources. She gave the group resources and rules of thumb about how to build and maintain a green schoolyard, and presented 11 elements that could be integrated into the yard:

- food systems,
- wildlife habitats,
- water systems,
- energy systems,
- waste-as-a-resource concepts,
- green building materials,
- creative play ideas,
- the issue of comfort,
- aesthetic appeal,
- student participation examples for the process and stewardship after the yard is built,
- and curriculum connections.

Lisa Howard then recorded the group’s brainstorming session/ideas for their goals for this project and their school grounds. Many ideas were discussed and noted at the meetings. The ideas recorded are an initial reflection of the priorities defined by the group and are listed below. Each goal was mentioned by at least one of the attendees at the meeting.

Following the meetings, each attendee was asked to vote with stickers, used to prioritize the group’s ideas. Each person could place all of their stickers on one idea or spread them out over several ideas. The “votes” column below reflects the number of stickers each goal received with the teachers’ votes representing the first numbers, the PTA members’ the second column of numbers, and the third column records the total number of votes received for each idea. Ideas in italics were added by the PTA attendees after the teacher kick-off meeting.
**LEARNING** – Educational goals & curriculum connections to the schoolyard

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12+7=19</td>
<td>Outdoor classroom/performance space</td>
</tr>
<tr>
<td>5+9=14</td>
<td>Nutrition through the garden/seed to table</td>
</tr>
<tr>
<td>5+3=8</td>
<td>Weather station</td>
</tr>
<tr>
<td>2+1=3</td>
<td>Outdoor music elements</td>
</tr>
<tr>
<td>1+2=3</td>
<td>Curriculum about life cycles</td>
</tr>
<tr>
<td>+2=2</td>
<td>Paint map on asphalt</td>
</tr>
<tr>
<td></td>
<td>Sound garden</td>
</tr>
</tbody>
</table>

**NATURE** – Schoolyard ecology

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2+4=6</td>
<td>Harvest storm water via cistern/water feature/water garden &amp; play</td>
</tr>
<tr>
<td>+5=5</td>
<td>Pollinator garden</td>
</tr>
<tr>
<td>2+2=4</td>
<td>Fog catcher</td>
</tr>
<tr>
<td>3+0=3</td>
<td>Enhance soil in current garden area north of main building</td>
</tr>
<tr>
<td>+3=3</td>
<td>Movable planters before construction</td>
</tr>
<tr>
<td>2+0=2</td>
<td>Dry creek bed</td>
</tr>
<tr>
<td>+2=2</td>
<td>Grey water</td>
</tr>
<tr>
<td>+2=2</td>
<td>Trees</td>
</tr>
<tr>
<td>1+0=1</td>
<td>Stationary bikes for producing energy on site</td>
</tr>
<tr>
<td>+1=1</td>
<td>Logs for creative play &amp; social seating</td>
</tr>
<tr>
<td></td>
<td>Bird habitat for desired birds (no seagulls or pigeons)</td>
</tr>
</tbody>
</table>

**PLAY** – Schoolyard recreation

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8+7=15</td>
<td>Maintain space for active ball play</td>
</tr>
<tr>
<td>7+7=14</td>
<td>Enhance play choices in kindergarten yard with creative play elements &amp; loose play parts</td>
</tr>
<tr>
<td>5+2=7</td>
<td>Creative play elements for main yard</td>
</tr>
<tr>
<td>5+1=6</td>
<td>Consider middle school students needs for yard</td>
</tr>
<tr>
<td>1+4=5</td>
<td>Multi-level basketball hoops</td>
</tr>
<tr>
<td>+3=3</td>
<td>Play structure can grow with (made out of natural materials)</td>
</tr>
<tr>
<td>1+1=2</td>
<td>Chalkboard for art play (chalk, bubbles, tempura &amp; water)</td>
</tr>
<tr>
<td></td>
<td>Ping pong tables</td>
</tr>
<tr>
<td></td>
<td>Horizontal climbing element with appropriate fall surface</td>
</tr>
</tbody>
</table>
COMFORT - Schoolyard comfort, microclimates & seating

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8+8=16</td>
<td>Multi-use area with benches &amp; seasonal shade (outdoor eating area &amp; quiet area)</td>
</tr>
<tr>
<td>+5=5</td>
<td>“Green house” - enclosure children can add pieces to each year</td>
</tr>
<tr>
<td>3+1=4</td>
<td>Peace corner</td>
</tr>
</tbody>
</table>
| 3+0=3 | Chatter box  
Find a friend spot  
Family member hang out spot  
Lighting |

BEAUTY/COMMUNITY - Schoolyard personalization & aesthetics

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4+0=4</td>
<td>Include student art in the yard</td>
</tr>
<tr>
<td>0+3=3</td>
<td>Art project students can work on each year such as the snake bench</td>
</tr>
<tr>
<td>+3=3</td>
<td>Address cyclone of trash at southwest corner of main yard</td>
</tr>
<tr>
<td>2+0=2</td>
<td>Flowers</td>
</tr>
<tr>
<td>0+2=2</td>
<td>Incorporate the lion school mascot into the yard</td>
</tr>
<tr>
<td>+1=1</td>
<td>Place for individual tiles made students (could be a fundraiser)</td>
</tr>
</tbody>
</table>

SCHOOLYARD CONFIGURATION - Use of space

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>+4=4</td>
<td>Storage for equipment</td>
</tr>
<tr>
<td>+3=3</td>
<td>Use spaces outside enclosed schoolyard</td>
</tr>
<tr>
<td>+2=2</td>
<td>Utilize vertical spaces, i.e. vertical gardens</td>
</tr>
</tbody>
</table>
| 1+0=1 | Extend kindergarten yard to sidewalk  
Soften 30th Avenue edge |

PROGRAM IDEAS

Reach out to neighborhood to address vandalism  
Morning intake – does it happen in the yard?

OVERALL GOALS

Fill the yard with interactive spaces and consider stewardship. The yard should be more than just beautiful.

Include music, science and sports curriculum in the yard.

Use this process and the yard to build community.

Increase space for the children in the yard.
APPENDIX B: IMAGES OF THE EXISTING SCHOOLYARD

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

OFFICIAL ENTRY ON 31ST AVENUE.

SCHOOL GROUNDS ALONG LAWTON STREET.

PART OF MURAL AND NATIVE PLANT GARDEN ON THE GROUNDS BY LAWTON STREET.
NEW MOSAIC AT ADA RAMP ON 30TH AVENUE.

EXISTING KINDERGARTEN YARD.

VOLLEYBALL COURTS IN SOUTH AREA OF MAIN YARD AND BUNGALOWS BEYOND.
ENTRY INTO YARD FROM MAIN BUILDING.

PLAY STRUCTURE AND DEMONSTRATION SOLAR PANEL.

SOFTBALL STRIPPING, BASKETBALL COURT AND LOOSE TRASH BINS WITH 30TH AVENUE BEYOND.
EXISTING GARDEN NORTH OF MAIN BUILDING.

ROOFTOP SEEN FROM SECOND FLOOR HALLWAY WITH GOLDEN GATE PARK, GOLDEN GATE BRIDGE, AND MARIN IN THE DISTANCE.

MODEL MADE BY SOME OF LAWTON’S TEACHERS AS PART OF A PROGRAM WITH THE ACADEMY OF SCIENCES.
In February 2011, the Lawton Alternative School community began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enhance the existing schoolyard to create an engaging and ecologically-friendly environment for children’s learning and playing.

The 2006 Proposition A Bond program is contributing $150,000 to “green” Lawton’s schoolyard. The concept design for this renovation is currently being developed by Lawton’s principal, vice-principal, teachers, staff, parents and students with the assistance from Lisa Howard of Bay Tree Design, inc. This plan is intended to guide the future development of the school’s gardening program, outdoor classroom spaces, and play areas. This initial planning phase will be complete by November 2011. In the next phase of the project, a local landscape architect selected by the school community will compile the design details and construction documents. The project will likely be constructed by contractors during the summer of 2013.

The goals, objectives, spatial layout, and implementation priorities for the green schoolyard were defined by a dedicated group that included the principal, vice-principal, teachers, staff, family members, and students of Lawton Alternative School.

The 2006 Proposition A Bond is contributing $150,000 to “green” Lawton’s schoolyard. The concept design for this renovation is currently being developed by Lawton’s principal, vice-principal, teachers, staff, parents and students with the assistance from Lisa Howard of Bay Tree Design, inc. This plan is intended to guide the future development of the school’s gardening program, outdoor classroom spaces, and play areas. This initial planning phase will be complete by November 2011. In the next phase of the project, a local landscape architect selected by the school community will complete the design details and construction documents. The project will likely be constructed by contractors during the summer of 2013.

The goals, objectives, spatial layout, and implementation priorities for the green schoolyard were defined by a dedicated group that included the principal, vice-principal, teachers, staff, family members, and students of Lawton Alternative School.

The mission statement created by the Lawton Green Schoolyard Committee is:

“The Lawton community seeks to create a verdant and dynamic environment that encourages creative learning and play and where members interact respectfully and responsibly with each other and with the natural environment.”

MAIN GOALS & POPULAR OBJECTIVES

The main goals for this green schoolyard are to:

1. Cultivate a complete, evolving natural environment that provides diverse opportunities for students to experience significant scientific and humanistic life processes.
2. Expand the inherent interactive capacities of our school campus so that the natural environment itself manifests the pedagogical objectives of our learning community.
3. Foster a communal sense of multi-faceted respect between all individuals within the learning community via an augmented natural environment; between students and the environment, students and their peers, and students and their teachers and leaders.

Popular objectives include:

• Outdoor classroom/performance space
• Multi-use area with benches & seasonal shade
• Maintain space for active ball play
• Nutrition through the garden/seed to table
• Enhance play choices in kindergarten yard
• Weather station
• Creative play elements for the main yard
• Harvest storm water via cistern
• Consider middle school students needs for yard
• Pollinator garden
• Multi-level basketball hoops
• An element children can add pieces to each year
As part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program the Lawton Alternative School community began a participatory schoolyard design process in February 2011. The goal of the green schoolyard planning 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.

1. Project Kick-Off
The green schoolyard project began with separate meetings for teachers and family members to discuss the idea of enhancing the schoolyard. Landscape architect Lisa Howard of Bay Tree Design, Inc. led the meetings. At each meeting Lisa presented a schoolyard ecology slideshow to open the conversation and brainstorming session. The school community used these meetings to articulate their goals for the schoolyard’s future development and list ideas for projects to be incorporated into the yard.

2. Schoolyard Understanding
Lisa Howard walked the site with the principal and green schoolyard committee. The information garnered at the site walk was mapped and discussed in more detail at the design workshop. Some of the issues discussed included daily use zones for K through Middle School, vehicular and pedestrian circulation, microclimates and existing ecological features, and opportunities and constraints.

3. Design Workshop
A group consisting of the vice-principal, teachers, staff, parents, and students met in March 2011 to participate in a design workshop organized by Lisa Howard. At the workshop, the participants worked in four groups to create a programmatic site design for the schoolyard. The groups developed their design based on the site research, site needs, goals developed at the kick-off meetings, and needs of the Lawton students.

4. Concept Plan
After the design workshop, Bay Tree Design, Inc. reviewed the school community’s ideas and combined them to create a concept plan, which was subsequently reviewed and refined by the principal, teachers, staff and school community. The resulting diagram above, approved in November 2011, illustrates 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 of the school grounds.
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 $XXXXXX.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

XXXXXX Street

XXXXXX, CA 9XXXX

(XXX) XXX-XXXX

21. **WAIVER**

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

22. **ASSIGNMENT**

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

23. **OWNERSHIP OF THE RESULTS**

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

24. **AUDIT AND INSPECTION OF RECORDS**

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

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

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

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

Resolution #: **XXX-XXXX**

_________________________________   SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONSULTANT

By:__________________________________

Joseph Grazioli
Chief Financial Officer

David Goldin
Chief Facilities Officer

APPROVED AS TO FORM:

BY:__________________________________

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

| Name of Independent Consultant/Contractor: |  |
| Services performing under the Agreement: |  |
| Schools/Locations where services are being performed: |  |
| Total amount to be paid by the District under this Agreement: |  |
| Term of Agreement: |  |

**Check the applicable box and fill in any blanks.**

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

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

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

Certification by Contractor/Consultant

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

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

Printed name of Consultant  
Printed name of Administrator
AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Option A</th>
<th>Commitment to full DVBE participation</th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option B</td>
<td>Good Faith Effort</td>
<td>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>Option C</td>
<td>Business Utilization Plan</td>
<td>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 DVBE subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

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

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

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

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

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

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

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

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

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

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

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

Advertisement Format Example

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

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

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

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

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term “DVBE contractor, subcontractor or supplier” means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

1. The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

2. The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.
Designation Of Option  
Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

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

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

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

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE’s tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A).

During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

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

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

☐ 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Tier</td>
<td>/ %</td>
</tr>
</tbody>
</table>

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

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

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT

☐ 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Tier</td>
<td>/ %</td>
</tr>
</tbody>
</table>

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

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

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 ☰
### ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS


**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>
</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>Telephone Number</th>
<th>Contact Name</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Date / /</th>
<th>Internet Address</th>
</tr>
</thead>
</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>
</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>
</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>
</table>

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

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

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

Page 7 of 10
This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

<table>
<thead>
<tr>
<th>Date Contacted</th>
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</thead>
<tbody>
<tr>
<td>/</td>
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<tr>
<td>/</td>
<td>Fax Number</td>
</tr>
<tr>
<td>/</td>
<td>E-mail (if available)</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:

Date Contacted | DVBE Company Name |
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>/</td>
<td>DVBE Contact Name</td>
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☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:

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</table>

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

Date Contacted | DVBE Company Name |
<table>
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<tr>
<td>/</td>
<td>DVBE Contact Name</td>
</tr>
<tr>
<td>/</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>/</td>
<td>Fax Number</td>
</tr>
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<td>/</td>
<td>E-mail (if available)</td>
</tr>
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</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>
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<tr>
<th>Specific Goods and/or Services</th>
<th>Estimated $ and/or %</th>
<th>Tier</th>
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</table>

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


Date Contacted
/        /  

DVBE Company Name

DVBE Contact Name

Telephone Number

Fax Number

E-mail (if available)

Street Address, City, State and Zip Code

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

Specific Goods and/or Services

Estimated $ and/or %

Tier

$                  /      %

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

Date Contacted
/        /  

DVBE Company Name

DVBE Contact Name

Telephone Number

Fax Number

E-mail (if available)

Street Address, City, State and Zip Code

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Specific Goods and/or Services

Estimated $ and/or %

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Estimated $ and/or %

Tier

$                  /      %

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DVBE Company Name

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Telephone Number

Fax Number

E-mail (if available)

Street Address, City, State and Zip Code

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Specific Goods and/or Services

Estimated $ and/or %

Tier

$                  /      %

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 1) Contacted the Awarding Department and listed contact and results
- (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- (Step 2) Searched the Federal Pro-net internet database and noted the results
- (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- (Step 3) Advertised – IF NOT WAIVED
  - Listed full information for the advertisement(s) and publication(s)
    - [2 ads in one trade and in one DVBE focus publication; OR 1 ad in one dual-purpose publication]
  - Attached a copy of the advertisement(s)
  - The advertisement(s) were published at least 14 days prior to the bid due date
  - The advertisement(s) included my required contact information

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

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

School Name: ________________________________Greening Project

**DESIGN PHASE**¹

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

**DESIGN PHASE SUBTOTAL:** $______________

**CONSTRUCTION PHASE**

- Construction Bid & Procurement²: $______________
- Construction Administration: $______________
- Project Close-out, Warranty and Record Drawings³: $______________

**CONSTRUCTION PHASE SUBTOTAL:** $______________

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

**Notes:**

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