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

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR
FRANCIS SCOTT KEY ELEMENTARY SCHOOL
1530 - 43rd 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 Francis Scott Key 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 101 15 et Seq as defined in the State Allocation Board regulation 1862.12.5(g) for implementation of Disabled Veteran Business Enterprise Goals shall apply to design contracts of $75,000 and above. SFUSD requires submitters to engage in positive efforts to use DVBE sub-consultants and allow these sub-consultants the maximum feasible opportunity to compete for sub-contracts for the proposal. SFUSD requests Prime respondents to engage in good faith efforts to provide DVBEs with 3% of the contract for subcontracting opportunities.

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

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

RE: Francis Scott Key ES Green Schoolyard Project

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

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

Late submittals will not be considered.

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

The District will provide a broad range of project management services including the oversight and management of the selected Landscape Architectural firms. The Landscape Architecture firm selected will be the Landscape Architects of Record for the Francis Scott Key Green Schoolyard Project and will work directly with the Francis Scott Key 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 SOQ¹. The following insurance policies are required in order for your firm/joint venture group to qualify for participation in this project:

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

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

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

A. The San Francisco Unified School District, its Board, Officers and employees shall be named as additional insured parties on General Liability and Automobile policies. Endorsements must be submitted with the certificate(s);

B. Should any of the above described policies be canceled before the expiration date thereof, the issuing company will provide written notice to the certificate holder a minimum of 30 days prior to said cancellation.

Additional Insured: San Francisco Unified School District, its Board, Officers and employees should be named as additional insured on General Liability and Automobile Liability by Endorsement, to be provided with Certificate, specifying the San Francisco Unified School District is noticed by the Company as an Additional Insured entitled to a 30-day written mailed notice. Such policies are primary insurance to any other insurance available to the additional 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.

¹ Copies of your insurance policy are NOT required and should not be provide with SOQ submission.
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 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 Francis Scott Key ES Green Schoolyard Concept Plan created by Bay Tree Design (Attachment A), specifically phase one priorities discussed in the concept plan, and recommending any alternate and/or additional design features to be constructed within the budget constraints of this project. The design elements/priorities that are a part of this scope of work include:

1) Infrastructure for the Nature Play Zone
2) Infrastructure for the Teaching Garden
3) Amphitheater

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 Lorraine Leber, rebleber@mac.com or (415) 664-4829 / (415) 305-1319 (cell) 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 Francis Scott Key Elementary School’s Principal, Green Schoolyard Committee and the Green Schoolyard Project Manager to establish and follow a project schedule based on issuing a Notice to Proceed for construction as early as possible. The Notice to Proceed with construction is estimated to be May 6, 2013.

Landscape Architectural Consultants Responsibilities:

A) Conduct Project/Site Assessment:
   • Review Scope of Work requirements at Francis Scott Key Elementary School.
   • Review the Concept Plan developed by Bay Tree Design green schoolyard committee. The content of this concept plan must be addressed/incorporated into the final design.
• Thoroughly document existing conditions in the areas that may be impacted by green schoolyard elements. Site assessments shall include identification of functioning water supply for irrigation installation.

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

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

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

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

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

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

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

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

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

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

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

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

D) Provide Construction Administration:

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

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

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

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

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

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

These items should include any related change orders, revisions, bulleted, 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: Francis Scott Key ES Green Schoolyard Project
The total maximum length for proposals is 20 pages, including text (Ariel or equivalent, 10-point font minimum), illustrations and other documentation. Points will be deducted if a proposal exceeds this page limit.

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

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

2. Professional Qualifications and Relevant Experience. Francis Scott Key Elementary School will use the following selection criteria to evaluate each applicant (100 points maximum):
   - Experience designing green schoolyards and educational gardens; knowledge of how garden elements can be incorporated into curriculum, and knowledge of ADA accessibility requirements. (25 points)
   - Sustainable garden design experience; experience with native and drought-tolerant plantings, rainwater harvesting, drip irrigation and sustainably-produced ecological building materials and methods. (20 points)
   - Understanding of school culture and ability to communicate/develop rapport with school community. (10 points)
   - Creativity and design excellence. (10 points)
   - Construction expertise including public bid work, construction administration, proven ability to design within budget and willingness to identify work that can be performed by volunteer labor with donated materials. (15 points)
   - Fee, availability, team composition, access to resources, and ability to meet schedule. (10 points)
   - Adherence to RFQ requirements (10 points)

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

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

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

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

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

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

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

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

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

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

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

- Educational
- Recreational
- Commercial
- Residential

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

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

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

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

5. **Agency, Relevant Code and ADA Experience**

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

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

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

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

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

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

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

A. Francis Scott Key Elementary School Green Schoolyard Plan report and Concept Plan created by Bay Tree Design
B. SFUSD Sample Contract
C. DVBE Requirements
D. Fee Proposal Format

VI: DOCUMENTS AVAILABLE FOR REVIEW

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

1. 2006 Proposition A Bond Language:
3. SFUSD Project Standard Guidelines – Emailed upon request
SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2006 PROPOSITION A BOND
MAY 27, 2011

PREPARED BY:

BAY TREE DESIGN, inc.
environmental planning & design . ecoschool design® . edible landscapes
berkeley . california . 510.644.1320 . www.baytreedesign.com
GREEN SCHOOLYARD PLAN PARTICIPANTS

SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Lori Shelton, Project Manager, Green Schoolyard Program
Tamar Barlev, Assistant Project Manager, Green Schoolyad Program
Desirae Feria, Physical Education
Michelle Zapata, Physical Education

FRANCIS SCOTT KEY ELEMENTARY SCHOOL

David Wong, Principal*

PARTICIPATING FACULTY & STAFF

Kathy Bradley*  Charissa Ling*
Megan Gutheil  Lida Liu
Suzanne Kelley  Sheila Maffei*
Elaine Lai  Josh Martin
Marissa Lai  Patricia Macdonald*
Cynthia Lam  Bonnie Quinn
Kim Lam  Karen Ruppanner
Diane Lau Yee  Janis Tom
Lily Lee  Mamie Wong
Karen Leong  Sonny Wong*
Cindy Li*  Soroya Wood
Megan Liebman

PARTICIPATING PTA & COMMUNITY MEMBERS

Carol Bauss  Allie McCarty*
John Ceazano-Fong  Jacob Ng
Mark Hilleary  Ray Ng
Hao Lam  Audrey Nunes
Brendan Lange*  Ida Pai
Lorraine Leber*  Cathy P.
Suzy Loftus  Tobias Shultz
Tom Loftus  Tuan Tran
Hunter Marshall

PARTICIPATING STUDENTS

Approximately 40 students from two third grade classes participated

* = Green Schoolyad Committee members

BAY TREE DESIGN, INC.

Sharon Danks, Principal-in-Charge
Mary Pearsall, CAD Assistant
Shalini Agrawal, CAD Assistant

2927 Newbury Street, Suite B
Berkeley, California  94703
510.644.1320
info@baytreedesign.com
www.baytreedesign.com  Photographs by Bay Tree Design, inc.
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- Appendix A: Goals & Ideas for the Green Schoolyard
- Appendix B: Site Walk Maps
- Appendix C: Photographs of the School Grounds
- Appendix D: Children’s Favorite & Least Favorite Places

## STAND ALONE ITEMS

- 11x17 Poster: Green Schoolyard – Project Summary
- 11x17 Poster: Green Schoolyard – Design Process Summary
2006 Proposition A Bond Process

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

The SFUSD 2006 Proposition A Bond program is contributing $150,000 to “green” Francis Scott Key Elementary’s school grounds. The concept plan for this renovation was developed using a participatory design process that included Francis Scott Key’s teachers, PTA family members, students, and other members of the local community, assisted by environmental planner Sharon Danks of Bay Tree Design, Inc. This initial planning phase, completed in May 2011, resulted in a concept plan that is intended to guide the future development of the school’s gardening program, outdoor classroom spaces, and play areas in the years to come. The concept plan’s design is more ambitious than the bond funding will be able to cover, so the school community has also expressed their priorities and determined which areas they would like to develop first, using their bond funds. (These portions of the project are referred to as “Phase One” in this report.) The school community intends to raise additional funds in the coming years to continue to develop the yard according to the plan.

The next phase of work will begin with the school community’s selection of a landscape architect, who will work with them to develop the design in more detail for the Phase One area(s). The landscape architect will build on the ideas in the concept plan developed during this phase, prepare cost estimates, and identify the more specific scope of work to be constructed using the bond funding. The landscape architect will then develop construction documents for the areas to be built and provide construction administration for these areas. It is anticipated that the infrastructural elements of this project (pathways, irrigation, and other major construction) will be accomplished by professional contractors and that smaller portions of the planting and light construction may be accomplished by the school community with the help of neighborhood organizations and volunteers.

Green Schoolyard Community

The goals, objectives, spatial layout, and implementation priorities for this green schoolyard plan were defined by a committed group that included the principal, the Green Schoolyard Committee, teachers, PTA representatives, and other members of the local community. Many of these dedicated individuals regularly donate their time to help with various projects at the school and were active throughout the process. Over time this schoolyard will flourish because of the supportive principal and dedicated school and community volunteers.
PROJECT KICK-OFF

In August 2010, the Proposition A Bond’s Green Schoolyard Project began with a meeting with Principal David Wong and several teachers and parents interested in joining the green schoolyard committee. The group met with Lori Shelton and Tamar Barlev from SFUSD’s Green Schoolyard Program and environmental planner Sharon Danks of Bay Tree Design to discuss the idea of enhancing the school grounds.

In September 2010, Sharon Danks led two kick-off meetings with the school’s faculty and the PTA to begin the participatory design process. The school community used these meetings to articulate their overall goals for the future of their outdoor spaces, and created a list of project ideas. Twenty one faculty members attended the teachers’ kick-off meeting, and ten members of the school community attended the community kick-off meeting. Others in attendance at these meetings included Principal David Wong, Lori Shelton and Tamar Barlev.

Each kick-off session opened with an explanation of the Proposition A Bond’s green schoolyard program followed by Bay Tree Design’s schoolyard ecology slideshow. Bay Tree Design’s slideshow illustrated some of the approaches that other schools have used to enhance their school grounds and encourage schoolyard ecology, as well as a variety of ideas for enlivening outdoor learning and diversifying play. After the slideshows, the teachers and parents/community members brainstormed ideas that they would like to see on Francis Scott Key School’s grounds. (The school staff added their ideas to the lists created by the community the previous week.) After the lists were complete, each participant received 8 stickers that they used to “vote” for their top priorities. Participants were allowed to spread out their votes, or to put more than one sticker on a specific item if they felt strongly about it.

A complete list of the ideas generated during the Proposition A Bond’s kick-off meetings is included in Appendix A: Goals & Ideas for the Green Schoolyard, along with information about how many votes each idea received. This list of ideas was later used to develop a mission statement for this project and to identify specific project goals.

GREEN SCHOOLYARD MISSION STATEMENT

Francis Scott Key’s Green Schoolyard Committee developed the following mission statement for this project:

“The Francis Scott Key Green School Project seeks to transform the schoolyard into an inviting environment that engages students with varied needs and provides recreational, educational and ecological opportunities for all.”
GOALS & KEY PROJECT IDEAS

To achieve their overall objective of improving the children’s learning and play environment, the Francis Scott Key School community developed a set of goals, striving to create a more comfortable, beautiful space grounded in local ecology, with strong educational opportunities, and a wide array of recreational options. Their goals and some of the key project ideas from the brainstorming sessions are as follows:

CONNECT THE CURRICULA TO THE SCHOOLYARD LANDSCAPE

- Select plants that reflect seasonal changes
- Create places for classes to meet outside
- Create a substantial edible garden for growing, cooking and eating healthy food and connect classroom lessons to the garden; include a garden bed with a transparent side to watch root growth
- Install a “time garden” onsite that connects to the curriculum and includes elements that reflect the passage of time such as: a painted human sundial, sun/shade calendar, seasonal change tie-ins in the landscape plantings, a time capsule, and elements that represent different eras (e.g. Jurassic-looking plants)
- Include renewable energy curricula onsite (solar panels)
- Teach about the water cycle using rain gardens, swales, etc.

ENHANCE RECREATION & PHYSICAL EDUCATION

- Add painted games to the playground (mazes, etc.)
- Create separated spaces which allow multiple classes to pursue different activities at the same time (basketball with varied, smaller hoop heights, handball court, kickball court, etc.)
- Add a running track with distance markers
- Increase creative play options for all grade levels; include tree stumps
- Include a “tree house” fort (raised playhouse) / living dome fort
- Provide outdoor musical instruments for recess play
- Supply a set of tree rounds to the children to use as blocks on the playground at recess

IMPROVE SCHOOLYARD COMFORT, SAFETY & AESTHTHTICS

- Showcase native California plants, particularly those found in our microclimate
- Provide a variety of seating options and shade
- Provide a buffer strip between the building and the yard; soften the building with a “green screen” of plants or trees
- Separate the garbage and recycling from the students
- Divide the playground to separate creative play spaces from ball play (e.g. curving seat wall)
- Create a serene “quiet space” for relaxation
- Install vibrant mosaic murals using recycled materials and other types of artwork with interesting and varied colors and textures
KEY SITE WALK FINDINGS

In September 2010, the Francis Scott Key Green Schoolyard Committee worked with Bay Tree Design to examine the existing physical conditions and uses of the school site. Some of the issues discussed included: the existing uses for each area of the yard, pedestrian and vehicle circulation, schoolyard ecology, outdoor infrastructure, and opportunities for improvement. The information gathered during this site walk (shown right) was mapped in diagrammatic form to convey the most important findings to the rest of the school community and inform the design process. Copies of these maps are included in Appendix B: Site Walk Maps, and a summary of the most important findings are below. Photographs of the school site, taken by Bay Tree Design, inc. in Fall 2010, are included in Appendix C: Photographs of the School Grounds.

EXISTING USES OF EACH AREA OF THE SCHOOL GROUNDS

Main Entrance on 43rd Avenue

The front of the school, along 43rd Avenue, has a wide planting bed that is currently planted with ornamental vegetation and is not used by classes. A wide sidewalk in front of the school welcomes visitors. A large, elevated kiosk board at the corner of Kirkham Street and 43rd Avenue is used to post announcements to the school community. The space around the kiosk at the corner is currently unused, but much of it will used to create a wheelchair ramp during the building’s modernization this summer.

Principal Wong and members of the Francis Scott Key Green Schoolyard Committee walked the site with Bay Tree Design to record information about the school grounds.

View of the front of the school along 43rd Avenue.  The kiosk at the corner of 43rd Ave. and Kirkham St.
Kirkham Street

The north side of the school, along Kirkham Street, is used as a place for parents to park when delivering or picking their children up from school. It has a row of street trees and a single unused planting bed along the sidewalk. The school’s tall cafeteria wall dominates part of the view along this street, and the area near the corner of Kirkham Street and 42nd Avenue includes a chainlink fence with views into the schoolyard.

Playground

As shown in the photograph on below, the playground is almost entirely paved with an asphalt surface that covers the majority of the school grounds. The playground borders 42nd Avenue on its east side and the school building is to the west. The south side of the playground included two modular buildings for many years, but they will be replaced this summer with a single, new building. The playground also includes a play structure, several raised planters with benches, and equipment and striping for various types of ball games.

The vast majority of the schoolyard is devoted to active play in the form of ball games. The east side of the schoolyard was identified by the school as the key area for physical education classes. This is due to the game striping that is on the ground in that location, and the fact that the areas near 42nd Avenue are farther from the classroom building—limiting the noise that reaches the classrooms. There is also a metal storage container filled with equipment for the physical education program onsite, currently located between a modular building and the main classroom building.

A few places on the yard were identified as areas where children go to play imaginative games. They include the spaces around the painted maps, a pocket of space near the fence at the east side of the grounds, and some small spaces near the school building, out of the way of most of the flying balls.

The schoolyard includes a large number of benches, but they are all set up in a linear fashion, along the perimeter of the schoolyard. This arrangement is fine for passively observing sports games but is not conducive to social interaction for recess or classes held outside. A few additional benches with planter boxes at either end are placed near the building and near the play structure.

The school was also using some of the space behind the modular buildings as a garden with raised beds, but this was discontinued this school year because of the planned modernization construction.
MICROCLIMATE VARIETY

Francis Scott Key School is located in the western part of San Francisco’s Sunset district, less than half a mile from the ocean. Its climate is strongly influenced by the ocean, and it is often quite foggy. The entire schoolyard is exposed to sun, wind and rain, and has very little shade except along the north side of the buildings. There are no covered walkways between the smaller classroom buildings and the main building, so students and teachers who use those classrooms get wet on rainy days as they travel to and from the cafeteria and other destinations in the main building.

PEDESTRIAN & VEHICLE CIRCULATION

The busiest pedestrian entrance at the school is in the front of the building on 43rd Avenue. Pedestrians also enter the school site through the smaller entrance at the south end of the building on 43rd Avenue, and through gates on 42nd Avenue and Kirkham Street. From the playground side of the building, the building entrances that are most often used are near the cafeteria and in the center of the building. The doors to the girls’ and boys’ restrooms are used frequently during recess. The center of the playground is used to gather the whole school for assemblies and children play on the entire playground at recess.

As shown in the photograph to the right, the bicycles are parked just inside the entrance at the southwest corner of the site on 43rd Avenue.

Cars deliver students to the school along Kirkham Street and 43rd Avenue and wait for them there after school. School buses stop along 42nd Avenue.

Delivery trucks enter the schoolyard through the playground’s vehicle entrance on 42nd Avenue, and take their goods into the school through the cafeteria’s playground entrance, all the way across the yard. Garbage trucks also use the same vehicle entrance and drive across the schoolyard to the north side where the bins are stored along the Kirkham Street fence. Recycling bins are stored near the garbage bins, but they are rolled through the pedestrian gate and picked up by the recycling truck along Kirkham Street.

There is also an emergency vehicle right-of-way, beginning at the playground’s vehicle entrance. The right-of-way extends across the main playground to allow a fire truck to access buildings in the event of an emergency. The schoolyard must remain paved in this emergency vehicle right-of-way area. (See fire truck access lane shown in the Circulation Diagram in Appendix B, and as a dashed line on the Concept Plan on page 15.)

WATER SOURCES

Our green schoolyard committee walked around the school and noted the hose bibs we encountered along the way. As shown in Appendix B’s Schoolyard Ecology and Infrastructure map, there are two hose bibs on the east side of the main building, facing the playground, and two more on 43rd Street in areas close to Kirkham Street. We did not see any other outdoor water sources on our walk. The rest of the site appears to be entirely without access to water. Water access to the playground will need to be greatly improved in the future if the school is to add the greenery that they desire. The school is interested in researching whether the roof of the new classroom building will be suitable for rainwater harvesting. This will be helpful for irrigating some of the plantings they have planned, but they will still need additional hosebibs with municipal water in many places. Please note: Our site walk team did not check the hose bibs that are marked on the Schoolyard Ecology and Infrastructure map (Appendix B) to make sure they were operational.
OPPORTUNITIES & CONSTRAINTS

During the site walk, the green schoolyard committee identified some areas of opportunity and constraint onsite. The map below includes these zones and the following text describes the main themes.

Constraints

For this planning process, we assumed that the existing play structure and the perimeter security fence around the school grounds were fixed components of the school site. We also noted that the mat underneath the play structure is larger than is required for the fall zone, so we considered the space within the required fall zone a constraint—and the space outside of the fall zone (on the mat) as a potential opportunity for change. The main school building and smaller classroom building were also assumed to be fixed in place. The fire lane was similarly considered an element that must stay paved, since its location was determined by the fire department.

Opportunities for greening

The front of the school along 43rd Street is already used as a planting strip, but is not connected to the school’s curriculum. The map shows this space—and areas between the street trees—as an opportunity to enhance existing plantings and make some connections to the school’s programs and classes. Similarly, the small planting areas on Kirkham Street are also opportunities for enhancing curb appeal and increasing the feeling of “welcome” projected to visitors and the neighborhood.

In the main playground, the map notes the opportunities to add new green space around the play structure and along the building to create more space for imaginative play and to provide a buffer between ball games and classroom windows. This type of buffer and vegetation would also give classes a greener view from...
their windows. The map shows another greening opportunity along the 42nd Avenue fence, where plantings and artwork could be used to soften the edge of the yard.

Opportunities for additional uses

There were also many ideas for this schoolyard’s opportunities that go beyond greenery to include other changes in the way the yard functions. The school community would like to balance active play with other types of learning and play opportunities. Since the majority of the site is currently used for active play, this meant that we needed to evaluate the schoolyard to find the areas that are best suited to ball games, so that those spaces can remain paved for physical education and related sports play, allowing other spaces to be developed in a different manner. The primary PE space, discussed in a section above, is shown in yellow on the opportunity and constraints map to note that its use needs to continue to serve the PE program, but portions of this space could be used for other things as well.

There are also other underutilized pockets of the school grounds that could be repurposed or enhanced to allow for additional uses while they continue to serve their existing purposes. For example, the space between the south entrance on 43rd Avenue and the modular building is very lightly used and could be enhanced with artwork and/or enriched with elements to support classroom or recess activities.

CHILDREN’S FAVORITE & LEAST FAVORITE PLACES

In November 2010, two third grade teachers asked their students to tell them which areas of the yard they liked the best and which areas they thought needed improvement. Some students also gave their ideas for new features they would like to see in the schoolyard. A complete list of the children’s feedback is included in Appendix D: Children’s Favorite & Least Favorite Places.

In general, children’s responses were in favor of play structures (swings, slide, climbing, tree house), more vegetation (shade trees, bushes, gardens), ball games with courts (baseball, dodgeball, soccer, handball), places for quiet reflection, relaxation and imagination (playhouse, sandbox, a pond with fish), and things that make the yard cleaner (nicer water fountains, compost and recycling bins). They do not like the pavement in the schoolyard. They were also concerned about bees, and felt that the school does not have enough garbage cans to keep the litter under control.
PARTICIPATORY DESIGN WORKSHOP

A group of seventeen PTA volunteers and school staff members, including Principal Wong, met in November 2010 to participate in a design workshop organized by Sharon Danks of Bay Tree Design, inc. During the workshop, participants split into two groups to create draft designs for the school grounds, combining the ideas generated during the project’s kick-off discussions with the site analysis research and children’s feedback.

GROUP A

As shown on page 11, Group A’s design focuses the schoolyard greening efforts on the main playground and adjacent spaces. Overall, this group is seeking to create a mix of paved and unpaved spaces, including some new naturalized knolls and edible garden spaces.

In the far northeast corner of the playground, near the corner of Kirkham Street and 42nd Avenue, the plan calls for a new trash enclosure along the fence. The group would also like to relocate the existing garden shed and PE shed to the adjacent zone along the fence, where they will be somewhat closer to the newly proposed edible garden and ball games. They would like to take the existing basketball court and turn one side of it (along the building) into a handball court. Nearby, along the 42nd Avenue fence, they would like to add three basketball hoops at various heights, without full game lines.

In the area of the playground near the cafeteria doors and new elevated, exterior stairway, the plan calls for asphalt removal in several locations to create a substantial edible garden with some adjacent seating. Nearby, they would like to create an island of greenery, in the middle of the playground, that would be a quiet space and an outdoor classroom “knoll.” This area would be somewhat hilly, and would include a large amphitheater, trees, and a playhouse. In addition, some gardening areas in this space would have a “truth window” so that students can see some of the plant roots of plants growing in raised beds.

The central part of the playground, overlapping the required paved fire lane, would be designated as a space for painted games, a human sundial, and other painted activity markings.

The plan includes two additional, large planting spaces. One would be against the building wall, near the modular buildings. The other would be to the north of the play structure. This large, park-like space would have some variation in topography, and would include fruit trees, edible plantings, and time-garden related elements (solar calendar, sundial, etc.). A curving row of benches would help to separate this softer space from the main, ball-play portion of the playground. A new garden shed would be installed against the east wall of the modular building, to serve the gardening needs of this new open space. The
plan also includes an array of musical instruments against the fence along 42nd Avenue, where they may be played with freely, far from classroom windows.

In the space between the modular building and the main building, the plan calls for a renewable energy system and a cistern. The plan includes a line of small wind turbines in the narrow corridor that leads to 43rd Avenue. This space also includes a mosaic mural along the “hallway” wall leading to the entrance, and welcoming signage and an additional wind turbine at the street entrance.

This plan does not address the existing planting beds along 43rd Avenue. It does recommend native plants in the planting space (around a utility box) at the corner of 43rd and Kirkham Street. This corner is very visible to school visitors and neighborhood residents, and already includes welcome signage, so the plantings would be intended to compliment that current arrangement and the new wheelchair ramp that is intended for that space.

GROUP B

As shown on page 12, Group B’s design addresses the whole school grounds, including the building’s rooftop and the site’s perimeter.

Group B’s plan recommends keeping the majority of the playground paved to promote ball game play. They added some new striping for learning and play including a painted map of San Francisco’s watershed, a human sundial, and a measured running track that extends out onto the sidewalk along 42nd Avenue and Kirkham Street. They are also proposing to unpave several large areas of the yard to promote nature play and soften the appearance of the wide-open asphalt and tall building façade.
Group B would like to keep basketball games in the north end of the playground, but to change the configuration to allow five hoops of various heights, arrayed in a line, to permit children of different ages and ability levels to play at the same time (without striping). They also recommend converting a portion of this space to a handball court, to play against the building wall, and adding a trash enclosure to the northeast corner of the playground. The plan leaves the kickball diamond and many of the four square courts in place.

In the playground space in front of the cafeteria, the group would like to create a substantial edible garden with raised beds, seating, and compost. Adjacent to this space to the south, they would like to see a wide open “plaza-like” area with a decomposed granite surface, trees, a human sundial, weather station equipment, and a raised speaker’s platform (for morning announcements). The sheltered space under the adjoining balcony/stairway would be a “quiet space.”

The plan creates a substantial new green space along the eastern façade of the main building, to soften the building’s tall wall and create habitat for pollinators. This area would be planted with native species and would help to provide some morning shade.

The plan shows planters with seating in front of the modular buildings, and artwork to the east and west of the buildings. They would like to use the rooftop of the modular building for rainwater harvesting, if possible, and to pick up this theme in the artwork of the mural.

The play structure will be replaced in the upcoming building modernization project, and a new play structure and pad will be installed. The group would like to take advantage of this situation to move the play structure and its pad to the fence line, rather than leave it in its current configuration. The plan shows a small handball wall placed between the modular buildings and the play structure’s mat, and a climbing
wall situated along the retaining wall. (The idea would be to climb horizontally rather than vertically.) They would also like to add a “tree house” (raised play house) to the edge of the play structure’s mat, and to remove a large area of asphalt to the north of the play structure. This newly unpaved zone would become a wood chip-covered nature play area, with boulders and log rounds. It would also include an amphitheater decorated with children’s artwork.

The plan includes some changes to the current seating configuration along 42nd Avenue, by adding several benches at right angles to the existing ones, to promote social interaction. It also includes the addition of tree wells for six new fruit trees, near the benches.

The plan calls for artwork along the wall on the southern property line, near 43rd Avenue, to enliven this narrow corridor.

Group B recommends turning the existing planting beds along 43rd Avenue into native plant gardens with habitat for pollinators and other native species. This planting theme would also extend around the corner, on Kirkham Street, to an existing planting space that surrounds a utility box. This corner location is highly visible to school visitors, and is just below the school’s announcement board/marquee, so the intention is to make it as attractive as possible.

Group B would like the school to add grid-tied photovoltaic (solar) panels to the roof of the main building to help power the school.

**CONCEPT PLAN**

After the design workshop, Bay Tree Design reviewed the school community’s ideas and combined them with our own design perspective to create the first draft of the Concept Plan. This plan was subsequently reviewed and refined by the Francis Scott Key Green Schoolyard Committee, Principal Wong, SFUSD Green Schoolyard Program staff, and Bay Tree Design. The resulting Concept Plan, approved by the school community in May 2011, represents the culmination of the school community’s work to date.

The plan expresses the Francis Scott Key School community’s collective vision for the school grounds, depicts their consensus about the direction their green schoolyard project should take, and illustrates the general spatial layout and programmatic goals and activities they desire in the schoolyard. The plan and this written description are intended to guide the future development of this area’s ecology, outdoor classrooms, and play spaces for the 2006 Proposition A Bond process and any additional, future work the school envisions for their site (to do on their own) over the next 5-10 years.

The description below summarizes the main ideas in the Concept Plan and is intended to accompany the drawing dated May 12, 2011, included on page 15.

**CENTRAL DESIGN CONCEPTS & GOALS**

The design ideas in this plan follow a central set of concepts and goals that were developed through discussions with the principal, teachers, staff, PTA and community members over the course of the year.

**Overall Concepts**

The concept plan infuses new instructional spaces into the existing design of the school grounds, and creates ecology- and curriculum-oriented focal points throughout site. The ideas of re-connecting children with the local, natural environment and demonstrating environmentally friendly building materials and practices are central themes of the design. The project also seeks to foster imaginative play, create flexible
multi-use spaces, improve the children’s access to nature, and promote beauty onsite by softening the environment. The plan proposes removing some asphalt to create a substantial nature play zone to compliment the existing ball play areas of the yard.

**Education**

The green schoolyard plan includes several key areas that will become rich outdoor classrooms with seating areas and places for hands-on learning including: a teaching garden with picnic tables, a large amphitheater, and a series of smaller, informal seating clusters in the new nature play zone. These vibrant outdoor learning spaces, with curriculum-tied features, are intended to provide teachers with additional hands-on resources to enhance the coursework they are already teaching, and places to sit while conducting class outside. The schoolyard will house other educational features such as rainwater cisterns and renewable energy systems, a music garden, an edible garden for nutrition lessons, wildlife-oriented plantings and educational striping on the playground (maps at many different scales, a compass rose, a human sundial, measurement lines, and a watershed map). Many of these features will also be informal educational tools that children can explore during recess. All of these spaces will broaden the urban children’s physical experiences as well, as they explore the natural materials found in these new environments (e.g. smooth boulders, mulch and other wooden items with interesting textures, plants in many colors, etc.)

**Ecology**

The new design is intended to bring greater habitat diversity to the school grounds and attract local beneficial wildlife such as birds, butterflies, and other pollinators. The new plantings and trees will include some California native plants and will emphasize seasonal change and drought tolerance. The teaching garden with edible plants and fruit trees, will also produce crops during the school year, providing small quantities of healthy fruits and vegetables for the students to sample. All of the plantings will be rich teaching resources. The rainwater harvesting features of the plan (cistern, swale, asphalt removal) will reduce the amount of stormwater that flows into the city’s stormdrains. Planted areas in all parts of the plan will also be irrigated efficiently. The new shade trees will cool the air on the playground on sunny days, reducing the “urban heat-island” effect. The plan also calls for a solar energy (photovoltaic) system on the roof of the new classroom building to provide some of the energy the school uses and to demonstrate renewable energy production to the children.

**Recreation/Play**

The plan includes areas devoted to active play, exploration and imaginative adventures in addition to the play structure and ball play areas that are already present. The idea is to increase the diversity of play activities offered to the children so that they will have more choices at recess, while still fulfilling the needs of physical education classes. Space for physical education classes will be focused at the center of the playground and toward the north end of the site.

**Comfort & Beauty**

The new design will make the schoolyard a more comfortable place by providing shade, adding seating, and adding new nature and imaginative play areas where children can relax comfortably and play creatively, without getting hit by balls. The seating options in the playground will range from small, informal spaces to picnic tables and a large amphitheater. The green schoolyard plan will add beauty to the school grounds by adding artwork, improving curb appeal, and bringing more trees and plants to the school grounds.
Community Stewardship

The schoolyard improvements will require some maintenance and at the same time provide the Francis Scott Key School community with an opportunity to personalize their space. The Francis Scott Key Green Schoolyard Committee and the school community plan to be active stewards of the grounds and will help to hold work parties several times a year in the coming years to engage families in ongoing stewardship tasks. Students and their teachers may also be involved in caring for the grounds in some way.

CONCEPT PLAN DESIGN SUMMARY

The text below follows the Concept Plan from the front of the school along 43rd Avenue to the playground in the back. Please see the attached Concept Plan on page 15, completed May 12, 2011.

Adding Curb Appeal & a Sense of “Welcome” along 43rd Avenue

**Pedestrian entrance at southwest corner:** The plan suggests improving the south entrance on 43rd Avenue by adding welcoming signs and artwork along the exterior fence and on the interior wall of the corridor (shown in the photograph to the right) that connects this space to the playground.

**Welcoming front entrance & sidewalk gardens:** The planting strips along 43rd Avenue are well maintained and could remain in their current configuration. However, planted with lawn and foundation shrubs as they are now, they don’t add to the curriculum or speak to the local environment. The green schoolyard concept plan shows an alternate configuration for these beds that substitutes a native plant garden designed for pollinators that would benefit local wildlife and serve the school’s curriculum.

**Corner at 43rd Avenue & Kirkham Street:** This corner, shown on page 5 (bottom, right), is a very visible place in the neighborhood. The modernization construction will add a wheelchair ramp that dominates much of the corner, reducing the available planting space. The plan suggests adding artwork to the ramp and the walls above it, along with attractive signage the welcomes visitors to the school and announces upcoming school events. This could be accomplished using existing sign.

Playground – Ball Courts, Sports Striping & Game Play Areas

**Ball courts:** Ball play and physical education space will remain a key component of the green schoolyard plan. The primary areas for these games will be the center of the playground and the north end near the corner of Kirkham Street and 42nd Avenue. Ball game courts will include: four square, hand ball, basketball, and kickball.

For basketball, the plan shows a half court (the eastern portion of the current court, shown left) and several more new hoops set close together and lower to the ground. The idea is to allow children of different ages and ability levels to “shoot hoops” at
the same time so they spend more time playing and less time waiting for their turn. The lower hoops could be installed with full size poles and adjustable hoops so that the school can determine the heights that are most useful for the students and surrounding neighborhood community.

The PE storage container will move to the north end of the playground where it will be closer to the new game striping and out of the way of other activities.

*Sports striping:* The plan includes a two lane running track painted on the playground that encircles the other activities and runs through the nature play zone. During PE classes, the track may be used for athletic purposes. At recess, it will function as a play-oriented path that entices children to walk around the yard. Within the nature play zone, it will be the primary pathway that is also wheelchair accessible.

At 545 feet long, the distance around the track is just over $\frac{1}{10}$th of a mile. On its west side, near the school building, the track runs in a straight line and includes some measurement lines intended for other activities. The lines drawn on the plan indicate 1 foot, 5 foot, 10 foot and 100 foot intervals which could be used for athletic or academic purposes.

*Painted games:* In addition to sports, painted markings have been added to the schoolyard in this drawing to provide other recreational opportunities. The play markings include a labyrinth for contemplative walks and life size board games (on the south side). Additional games, such as hopscotch, could be painted in front of the new classroom building or in other locations around the schoolyard.

**Trash & Recycling Bin Storage**

The plan calls for a new trash and recycling bin enclosure at the north end of the playground, at the corner of 42nd Avenue and Kirkham Street, shown right. The bins would remain in their current locations, but would have a new, attractive fence around them to screen them from the nearby ball games and the neighborhood. Sliding doors on the fence would make the bins easily accessible to the trucks that come to service them.

**Playground – Nature Play Zone**

Asphalt will be removed from the southeast corner of the playground in order to transform it into a park-like “nature play” area for active, imaginative play. This space will diversify the recreational options available onsite and give children a chance to play actively while engaged in games they make up themselves. This “park-like” nature area is intended to support creative play by providing venues for imaginative games and moveable “play props” in the form of seed pods, leaves, flowers, and other natural items that will come from the vegetation planted in this area.

The nature play zone will surround the play structure on three sides and will extend along the 42nd Avenue perimeter to the vehicle entrance. This space will
have a wheelchair accessible central pathway and seating circle, and varied topography with a swale and a low hill. The landforms will be created by removing some of the soil around the perimeter of the play structure’s mat, forming a rainwater swale. The soil that is excavated will be used to create the hill shown in the middle of the nature space. The perimeter of the nature zone, near the ball games, will be defined by a mosaic-covered seat wall that will help to contain the mulch used to cover the ground, preventing it from moving out across the playground.

The paved running track that circles the playground will double as the nature zone’s main pathway, providing wheelchair (and wheelbarrow) access through the space from end to end. Another, narrower paved pathway will connect the track-path with the play structure. Wheelchair accessible surfaces will also extend to the “tree house village” play area, the teepee playhouse, the music garden and the informal seating circle in the center.

*Tree house village:* A “tree house” village will be located on the south side of the nature zone. Composed of three interconnected, open-sided play houses set within a grove of trees, the “village” will be a venue for imaginative games. None of the play houses will be set “in” trees, but the trees will be near enough to nestle in their branches. The play houses will at different elevations, with one set at ground level (wheelchair accessible) and the other connected rooms set somewhat higher. Children playing in the “tree house village” will be able to play together or to engage in separate games.

*Teepee playhouse:* A teepee playhouse is located across the pathway from the tree house village. This play environment will be made from tall bamboo poles set in a circle and tied together at the top. The floor of the playhouse is wheelchair accessible, and its walls include vines that are encouraged to grow up the bamboo poles.

*Music garden:* The music garden is envisioned as a place where children can go to experiment with outdoor musical instruments at recess. It could include various instruments such as marimbas, xylophones, bells, slap pipes, tongue drums, and talk tubes. It could also be designed for use as a music studio during class time, for collaborative concerts. This space is far from the classroom building and reasonably far from neighbors, so the sound should not be disturbing, but it would be wise to pick instruments that are not too loud to avoid bothering the neighbors.

*Playful pathways:* In addition to the main, wheelchair accessible pathways through the site, there are several other secondary pathways that encourage different types of exploration and movement through the nature play zone. They include a flagstone path on the east side, and a slightly elevated pathway made from log stumps on the west side of the space.

*Nibbling garden:* The nature zone includes some berry bushes and other edible plantings that form a “nibbling garden” in the center of the park-like space. This garden should be composed of low maintenance, sturdy edible plants that children will have access to during recess. The idea to encourage children to become observers of seasonal change and natural cycles by making a habit of going to their special patch each day to see if the berries (and other crops, such as sorrel) are ready for picking. Plants selected for this area should have edible crops that are available during the school year.
Perimeter orchard: The trees shown in the plan along the edge of the seat wall are orchard trees, meant to complement the nibbling garden and the teaching garden. These trees could provide a variety of different fruits, as desired by the school. They will need to be protected while they mature since they will be located within an active play zone. Once mature, they will provide a useful, transparent green edge that helps to divide the ball play space from the nature play space with a “green screen” that allows supervision through the branches.

Playful plantings and nature play features: The nature play zone will include boulders and logs as focal points, and will be nestled in native and flowering shrubs. Plants should be selected for their play value (producing “loose parts” that are interesting to play with) and for their value to butterflies and other pollinators. Native plants should be used where possible to improve the wildlife habitat value of the site and to keep the environment’s need for water to a minimum once the plantings are established. Select boulders for this space that represent rock types found in San Francisco and throughout California, so that they may be tied to the school’s geology curriculum.

Rainwater harvesting system: A rainwater harvesting system is included at the south end of the nature play zone, near the play structure. Rain falling on the roof of the new building will be collected in two large cisterns adjacent to the building. This water will be used to irrigate nearby plantings. When the tanks are full, excess water will be diverted (in elevated pipes that run along the fence) to a swale that wraps around the play structure’s mat. The plan shows this swale on the south and east sides of the play structure. A small portion of the rubber mat has been removed to allow for a wider planting strip and swale, and enough space for some trees to grow in the swale. Some of the rainwater will percolate into the ground in the swale, and any excess water will flow into the edge of the nature play zone where it can soak into the ground. Please note: This is a conceptual design. Stormwater runoff calculations have not been undertaken for this project yet, and will need to be done in the next phase of the project. It is possible that it will be desirable to only accommodate the runoff from a portion of the classroom building’s roof.

A painted map of the watershed basins in San Francisco is shown on the plan along the east-facing wall of the new classroom building, next to the cisterns, where classes can easily access it to discuss the water cycle and their own rainwater garden. It would also be helpful to include an interpretive display that explains the rainwater harvesting system to the children.

Renewable Energy System

The new classroom building’s rooftop is envisioned not only as a source for harvesting rainwater, but also as a place to mount a grid-tied solar (photovoltaic) array. Classes in the main building will be able to look down on the rooftop of this building and see the panels. The system should also include an interpretive display with a read out that includes the amount of energy the panels are producing in real-time. Note: PG&E has created some website-based interpretive displays for photovoltaic panels they have installed at other schools in SFUSD. It is also possible to include this data on an electronic display inside the building, if desired.
Playground – Educational Features

In addition to the rich set of recreational features mentioned above, the playground design includes places that are intended as formal or informal educational spaces. As such, they include seating for large and small groups, table surfaces for classes to work outside, and things to study that connect directly to the school’s curriculum. These spaces are intended to enrich the curriculum the teachers are already teaching and give them hands-on resources just outside their classrooms.

Teaching garden: The plan includes an edible garden, intended for garden classes, outside the doors to the cafeteria. The space will include substantial in-ground garden beds with a paved pathway through the center to provide wheelchair access and space to gather a class. A curving row of picnic tables is arranged around the south edge to provide seating for a whole class and to help deflect balls from the garden. (The tables could also be used as a place for a few classes to eat lunch when the weather is nice, since they are located near the cafeteria.) A picket fence will also surround the garden to keep some of the balls from entering. The plan for the garden also includes the existing arbor that currently forms the entrance to the school garden behind the modular classrooms. A mural on the building wall behind the garden is included in the plan to act as a backdrop for garden activities. A storage shed for garden tools will be located just around the corner from the garden, against the building’s eastern wall.

Amphitheater hill: An amphitheater, large enough to seat several classes, is included on the west side of the playground, nestled into a ring of trees, set within a low hill that rises up to meet the amphitheater tiers. The amphitheater is intended for outdoor performances and assemblies. Built from three concentric rings of risers, the amphitheater could be used two different ways, depending on the size of the assembly. If a small group of classes is gathered, students would sit in the amphitheater and the performer or speaker would stand in the middle, on the ground. If the audience is larger (the whole school), the performer could stand on the lower tier of the amphitheater in order to use it as a stage and the audience could sit or stand on the playground. This would also be useful for choral performances, where the performers could be located on the tiers. The principal can also use this approach to be more visible during morning assemblies, if desired.

Curriculum ties to painted playground elements: The green schoolyard plan suggests adding some striping to expand the educational uses of the grounds and add interest throughout the site. These elements connect to the school’s existing curricula.

- Geography: Teachers will now be able to give students a sense of their location in the world and teach geography onsite using maps painted on the playground that include four levels of scale: the world, the United States, California, and San Francisco. Each map will have a “star” that shows the school’s location. A compass rose painted at the center of the playground compliments the maps. Maps should be painted so that the (accurate) north arrow of the compass rose corresponds to the maps’ orientation.
• **Measuring time**: Tools for measuring the passage of time are also included on the schoolyard. A “human sundial” will be painted at the center of the compass rose, in a manner that is similar to the photograph shown to the right. To read the time, a child will stand at the center in a position that is marked with the season or the date, and raise her/her hand over his/her head. The shadow cast by the child’s hand will tell the time on markings on the ground. Similarly, a “shadow calendar” will be drawn on the playground near the new classroom building. To create this feature, a gnomon (small, fixed pole) will need to be placed vertically on the roof so that it casts a shadow onto the pavement below. The end point of this shadow will change position throughout the day and throughout the year. The “calendar” drawing on the ground will use the length of the noon shadow to show the date.

• **Measuring distance**: As explained above, measurement lines will be added to the straight portion of the running track, near the building, to show various distances including: 1 foot, 5 foot, 10 foot, and 100 foot intervals. Additional measurements could be added in meters, if desired.

**Beauty & Comfort**

The green schoolyard concept plan addresses the way the schoolyard looks and feels so that students and adults will have a more enjoyable experience on the playground.

*Artwork*: As mentioned above, the plan recommends adding murals, tile mosaics and other artwork to various walls around the yard including: the south entrance along 43rd Avenue, the watershed mural near the play structure, a mural on the school building (cafeteria) wall behind the edible garden, and a mural on the handball wall in the north part of the yard. The maps on the playground could also be executed in an artistic fashion.

*Trees*: A row of trees, set in wide tree wells in the ground, buffers the classroom building from the playground and provides a green view from classroom windows. The trees should be deciduous so that they provide shade in the warmer months and let the sun in the winter. The amphitheater is positioned to nestle into this row of trees, and also includes some additional, smaller trees around its perimeter. The trees planted in the nature play zone will also provide beauty, shade, and fruit. They are arranged to help divide the nature play space from the ball games and to soften the appearance of the fence along 42nd Avenue.

*Seating*: In addition to all of the different types of seating mentioned above, several additional picnic tables will be placed in quiet areas near the building and near the new classroom, in order to provide venues for calmer pursuits such as reading, board games, and art activities.
SCHOOLYARD GREENING PRIORITIES & PROPOSED PROJECT PHASING

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

Principal Wong and the Green Schoolyard Committee would like to focus their school’s Prop A Bond green schoolyard funds on the infrastructure needed to create the green schoolyard, such as asphalt removal, irrigation and drainage systems, ADA compliant pathways, etc. The school community—in partnership with the PTA and local organizations—would like to implement some of the smaller elements on their own (i.e. plantings, artwork, etc.), following the advice of their landscape architect, to help extend their funding as far as possible.

Please note: For Phase One (Prop A Bond) projects, the work by the school community will be accomplished after the professional contractor(s) have completed their work and SFUSD has approved their installations.

PRE-PHASE ONE

The school community would like to implement some projects before Phase One of the green schoolyard project begins. This may include two projects that coincide with the larger modernization work underway if the project manager for that project is amenable and if the budget allows:

A. Add some of the playground striping, if it can coincide with the end of the modernization work. Stripping may include: the painted maps (world, USA, California, San Francisco), a compass rose, game court striping, and/or the running track lines shown in the plan.

B. Move the PE container shed and the other existing storage shed to the north end of the playground as shown on the plan.

After the modernization work is complete, other “Pre-Phase One” projects undertaken by the school and community organizations/volunteers might include:

C. Install the “buffer” row of trees between the building and the playground by collaborating with a local tree planting organization.

D. Add raised beds and picnic tables to use as a temporary teaching garden until the permanent space has been built. (If the school would like to start using a garden before the main green schoolyard construction begins, portable elements like these are easy to add to get the program up and running.)

PHASE ONE

Phase One projects are those to be implemented with 2006 Proposition A Bond green schoolyard funding, as costs allow, with the help of a landscape architect and contractor. The list below is in order of priority, taking the entire Concept Plan into consideration:
E. The school’s highest priority for the use of their bond funds is to develop the infrastructure for each of the major spaces in the plan in this order of priority: 1) nature play zone, 2) teaching garden, 3) amphitheater. The infrastructure for each of these areas includes the following key elements:

i. Nature play zone
   • Remove asphalt to create a softer learning and play space
   • Remove a portion of the play structure’s mat on the south side to allow for rainwater swale
   • Build landforms/topography by creating a low hill and a recessed swale to direct rainwater flows (Try to match the size of the “cut” to the “fill” used to create the hill, if possible.)
   • Install the rainwater collection system (cisterns, pipes, gutters)
   • Include a wheelchair accessible main pathway through the space, to the play structure, and to the seating circle
   • Build a seat wall around the western edge of the nature play zone
   • Add high quality soil and compost to the area where asphalt is removed, suitable for children’s play activities, and add mulch as the finished surface
   • Add large accent boulders for informal seating and the seating circle
   • Install an irrigation system to water the plantings until they get established
   • Plant the major trees and shrubs (may be added by the school community.)

ii. Teaching garden near the cafeteria
   • Remove asphalt to create in-ground planting space and test the soil for any potential contamination (lead, asbestos) before creating a garden
   • Add high quality soil and compost to the area, suitable for a children’s edible garden
   • Create a wheelchair accessible pathway through the garden (or keep existing paving in that area)
   • Install a water source/hosebib near the garden
   • Build a picket fence around the perimeter of the garden to protect it from balls

iii. Amphitheater
   • Create tiered amphitheater
   • Remove asphalt around the amphitheater’s perimeter
   • Build a gentle hill that encircles the amphitheater, suitable for planting trees
   • Install irrigation for trees
   • Plant the trees

F. The school’s second priority for the use of their bond funds is to add the remaining smaller features to the nature play zone and teaching garden. These may include the following:

i. Nature play zone
   • Build and install the “tree house village”
   • Install the secondary pathways for exploration (stepping stone and log paths)
   • Add remaining plantings for the nibbling garden, orchard trees, shrubs
   • Install the music garden
   • Add the watershed mural
   • Add a mosaic mural to the perimeter seat wall
   • Add the teepee playhouse and its vines

ii. Teaching garden
   • Add picnic tables around the south end of the garden
   • Move the existing garden arbor into this new garden space
   • Add a mural on the building wall as a garden backdrop
   • Plant the garden with students!
PHASE TWO

This phase of the green schoolyard process includes projects that the school community plans to implement on their own in the coming years. These projects would be carried out after the bond funds have been spent, using money raised by the school community—or using bond funds (and volunteer labor) if funds still remain after the items above have been installed. These projects may be implemented by the school community one per semester or year, or as funding and volunteer assistance allow. These projects are likely to occur within the next 5-10 years and could include:

G. Projects from the list above that were not completed during Phase One

H. Other projects shown on the Concept Plan or developed by the community in the coming years

NEXT STEPS

Now that Francis Scott Key School has a completed Concept Plan, it is time to move on to the next phase of the implementation process. Principal Wong and the Francis Scott Key Green Schoolyard Committee will work with Lori Shelton and Tamar Barlev (SFUSD Green Schoolyard Program) to write an RFP for Phase One of their green schoolyard project, listing the items the school plans to implement with their bond funds in order of priority. The Green Schoolyard Committee and principal will help to interview and select their 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 (e.g. planting vegetation, creating artwork, etc.), and which components will need to be built by a professional contractor. When the landscape architect has completed his/her construction drawings and they have been approved by SFUSD, they will go out for bid to professional contractors. Once hired, the contractor will construct their portion of the project first, and the landscape architect will supervise their work. When they are finished and their work has been accepted by SFUSD, the school community will add their own plantings and other smaller features, as desired.
FRANCIS SCOTT KEY SCHOOL
GOALS AND IDEAS FOR THE GREEN SCHOOLYARD

The ideas below were generated by the Francis Scott Key Elementary School community as they participated in green schoolyard project kick-off meetings led by Bay Tree Design, inc.. The community kick-off meeting on September 15, 2010 was attended by 11 members of the school community including 7 parents, 3 teachers and Principal David Wong. SFUSD’s Green Schoolyard Project Manager, Lori Shelton, Assistant Project Manager Tamar Barlev, and Environmental Planner Sharon Danks (Principal, Bay Tree Design, inc.) led the meeting. The faculty kick-off meeting on September 20, 2010 was attended by 21 teachers and Principal Wong, and was led by Sharon Danks and Tamar Barlev.

After viewing a green schoolyard slideshow presentation given by Sharon Danks, the assembled group at each meeting brainstormed their ideas. Participants in the second meeting added their ideas to the list already generated by the first meeting. When the brainstorming sessions were complete, the teachers and community members were each given eight stickers to vote for the items that were their highest priorities. The ideas generated during these meetings are listed below by theme, and in ranked order according to the total number of “votes” each item received. This voting process was intended to help determine the school community’s initial priorities. (The teachers and principal who attended both meetings only voted once.) Votes from the community meeting are indicated in black text. Votes from the faculty meeting appear in blue.

### LEARNING: Educational Goals and Curriculum Connections to the Schoolyard

- Food garden and related learning (7) (8)
- Time garden with elements that reflect the passage of different periods of time **(13 total)**
  - Hours of the day: Sundial (painted) (4) (3)
  - Days of the year: Sun calendar (1)
  - Seasons: Seasonal change; tie-ins on the landscape (plants, etc.) (1) (3)
- Time capsule (1)
- Examples of environments from different eras: i.e. Jurassic-looking plants
- Fruit trees (5) (4)
- Create a raised bed with a transparent side so children can see roots growing; connections to lessons about plant parts (5)
- Curriculum connections to the idea of landscape scale: i.e. neighborhood scale/map vs. state vs. country (3)
- San Francisco map (3)
- Curriculum connections to insect studies (2)
- Solar system model (1)
- Curriculum connection to rock types: boulders, pebbles, silt and sand (1)
- Weather studies (wind, temp, etc.)

### NATURE: Schoolyard Ecology

- Native plants (3) (8)
- Renewable energy curricula (solar panel) (4) (2)
- Green screen for shade/softening along the building (5) (1)
- More vegetation (6)
- Stormwater-related projects such as rain gardens, swales, etc. (2) (3)
- Pollinator garden (3)
- Water and energy meters to track usage
- Watershed model
- Compost bin with worms
- Bamboo grove for harvest

### PLAY: Schoolyard Recreation

- Painted games – maze, etc. (6) (11)
- “Tree house” fort (raised playhouse) / living dome fort (11)
- Basketball hoops at different levels (1) (7)
- Outdoor musical instruments for play time (5)
- Tree rounds used for play (outdoor block set) (5)
- In-ground tree stumps for seating and play (4)
- “Chatterbox” fort (4)
- A running track with lanes and marks (2)
- Keep active play activities / PE but interrelate other activities (2)
- Chess and other game boards
- Contain the ball games, so balls don’t hit non-players
COMFORT: Schoolyard Comfort, Microclimates and Seating

- Seating area/outdoor classroom for a whole class (13)
- A serene, “quiet space” for relaxation (12)
- Benches/seating (close to building) (5) (4)
- Trees for shade (2) (4)
- Quiet place to sit (4)

BEAUTY: Improve Aesthetics and Enjoyment

- Mosaics with recycled materials (10)
- Artwork, murals, various textures (5) (2)
- Decorative paving stones made by children (4)
- Create a mural that progresses along a fence (sunflowers, etc.) (2)

ITEMS DISCUSSED BUT NOT INCLUDED IN THE VOTING PROCESS

The following additional ideas were also discussed during the meetings, but were not included among the voting options since they can be implemented universally or relate to the way the site is used.

SCHOOLYARD CONFIGURATION: Ideas about the Use of Space

- Create greater variety in the site’s configuration
- Design the space to work for PE and other activities at the same time
- Green the area along the building to shade it and buffer the building/soften the edge and create interior shade
- Break up the yard – use a pathway to lead people around the yard
- Connect sidewalk spaces and the side yard with the main yard in some way; program them. This is a lost space now.
- Move the trash enclosure to a location that is more convenient and causes less traffic across the yard

PROJECT GOALS

The groups brainstormed an initial set of goals for their green schoolyard. These goals were refined as the project moved forward.

- Create a variety of play activities
- Food production
- Habitat creation
- Energy production and awareness/conservation
- The ability to be close to nature, touch dirt, plants, etc.
- Connect the schoolyard to the curriculum, across the various disciplines
- We want parents to look at the yard and say, “Oh wow! I want my child to go here.”
- Environmental stewardship
2006 PROPOSITION A BOND GREEN SCHOOLYARD PROJECT

SUMMARY – FRANCIS SCOTT KEY SCHOOL’S DESIGN PRIORITIES

The summary list below reflects the results of parent and teacher input at our green schoolyard brainstorming sessions in September 2010. Each participant received 8 votes to split among the list of choices brainstormed at the meetings. Below are the ideas in ranked order.

At the design workshop, participants were asked to place ALL of the items that received at least 5 votes (contained in the red box), into their draft design for the schoolyard. They were also given the choice to include any of the other ideas below, and to add new ideas that they thought of during the workshop.

<table>
<thead>
<tr>
<th>Votes</th>
<th>Idea</th>
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<tr>
<td>17</td>
<td>Painted games – maze, etc. (6) (11)</td>
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<td>16</td>
<td>Food garden and related learning (7) (8)</td>
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<td>13</td>
<td>Time garden with elements that reflect the passage time, such as: painted human sundial (4) (3), sun calendar (1), seasonal change tie-ins in the landscape (1) (3), time capsule (1), and elements that represent different eras (i.e. Jurassic-looking plants) (13 total)</td>
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<td>13</td>
<td>Seating area/outdoor classroom for a whole class (13)</td>
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<td>12</td>
<td>A serene, “quiet space” for relaxation (12)</td>
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<td>Native plants (3) (8)</td>
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<td>11</td>
<td>“Tree house” fort (raised playhouse) / living dome fort (11)</td>
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<td>Mosaics with recycled materials (10)</td>
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<td>9</td>
<td>Benches/seating (close to building) (5) (4)</td>
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<td>9</td>
<td>Fruit trees (5) (4)</td>
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<tr>
<td>8</td>
<td>Basketball hoops at different levels (1) (7)</td>
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<td>7</td>
<td>Artwork, murals, various textures (5) (2)</td>
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<td>6</td>
<td>Renewable energy curricula (solar panel) (4) (2)</td>
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<td>Green screen for shade/softening along the building (5) (1)</td>
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<td>More vegetation (6)</td>
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<td>Trees for shade (2) (4)</td>
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<td>Stormwater-related projects such as rain gardens, swales, etc. (2) (3)</td>
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<td>Create a raised bed with a transparent side so children can see roots growing (5)</td>
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<td>Tree rounds used for play (outdoor block set) (5)</td>
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<td>In-ground tree stumps for seating and play (4)</td>
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<td>“Chatterbox” fort (4)</td>
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<td>Quiet place to sit (4)</td>
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<td>Decorative paving stones made by children (4)</td>
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<td>Curriculum connections to the idea of landscape scale: i.e. neighborhood scale/map vs. state vs. country (3)</td>
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<td>San Francisco map (3)</td>
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<td>Pollinator garden (3)</td>
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<td>Curriculum connections to insect studies (2)</td>
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<td>A running track with lanes and marks (2)</td>
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<td>Keep active play activities / PE but interrelate other activities (2)</td>
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<td>Create a mural that progresses along a fence (sunflowers, etc.) (2)</td>
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<td>Solar system model (1)</td>
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<td>Curriculum connection to rock types: boulders, pebbles, silt and sand (1)</td>
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<td>Weather studies (wind, temp, etc.)</td>
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<td>Water and energy meters to track usage</td>
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<td>Watershed model</td>
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<td>Compost bin with worms</td>
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<td>Bamboo grove for harvest</td>
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<tr>
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<td>Chess and other game boards</td>
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<td>0</td>
<td>Contain the ball games, so balls don’t hit non-players</td>
</tr>
</tbody>
</table>
APPENDIX B

FRANCIS SCOTT KEY SCHOOL – SITE WALK MAPS

Maps by Bay Tree Design, inc.
APPENDIX B

FRANCIS SCOTT KEY SCHOOL – SITE WALK MAPS
FRANCIS SCOTT KEY SCHOOL
PHOTOGRAPHS OF THE SCHOOL GROUNDS - FALL 2010

43RD AVENUE – FRONT OF SCHOOL

43RD AVENUE – SOUTH ENTRANCE

Photographs by Bay Tree Design, inc.
APPENDIX C

FRANCIS SCOTT KEY SCHOOL

PHOTOGRAPHS OF THE SCHOOL GROUNDS - FALL 2010

KIRKHAM STREET

GARDEN BEHIND THE MODULAR BUILDINGS (BEFORE MODERNIZATION WORK)
FRANCIS SCOTT KEY SCHOOL
PHOTOGRAPHS OF THE SCHOOL GROUNDS - FALL 2010

PLAYGROUND VIEWS
APPENDIX C

FRANCIS SCOTT KEY SCHOOL
PHOTOGRAPHS OF THE SCHOOL GROUNDS - FALL 2010

PLAYGROUND VIEWS
FRANCIS SCOTT KEY ELEMENTARY SCHOOL
CHILDREN’S FAVORITE & LEAST FAVORITE PLACES

Some of the third grade teachers asked their classes to tell them about their favorite and least favorite places on the school grounds and their ideas for the new green schoolyard. The teachers recorded the students’ feedback, as shown below.

SCHOOLYARD FEEDBACK FROM 3RD GRADERS
FRANCIS SCOTT KEY ELEMENTARY SCHOOL
CHILDREN’S FAVORITE & LEAST FAVORITE PLACES

SCHOOLYARD FEEDBACK FROM 3RD GRADERS, CONTINUED

like
- places to sit around the yard
- with some that have back support

SCHOOLYARD IDEAS FROM 3RD GRADERS

a little stream of water, a bigger garden, swings, a bungalow so we could do stuff that can be played, a yard made of grass, a little section of cement to play state tag and four square, a little house on the play structure, to play in, a sandbox, a pond full of fish.

Ideas from 3rd grade students
2006 Proposition A Bond

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

The 2006 Proposition A Bond program is contributing $150,000 to “green” Francis Scott Key School’s schoolyard. The concept design for this renovation was developed using a participatory design process that included Francis Scott Key School’s administrators, teachers, and family members, assisted by Bay Tree Design, Inc.

This initial planning phase, completed in May 2011, resulted in a concept plan that is intended to guide the future development of the school’s gardening efforts, outdoor classroom spaces, and play areas. In the project’s next phase, a landscape architect selected by the school will complete the design details and construction documents for a portion of the plan. The project will be built by contractors, with the help of the school community.

Goal #1: Connect the curricula to the schoolyard landscape
• Select plants that reflect seasonal changes
• Create places for classes to meet outside
• Improve the edible garden for growing, cooking & eating healthy food

Goal #2: Enhance recreation & physical education
• Create separated spaces which allow multiple classes to pursue different activities at the same time (basketball with varied, smaller hoop heights, handball court, kickball court, etc.)
• Add a running track with distance markers
• Increase creative play options for all grade levels (tree stumps, curving seat wall to divide spaces, etc.)

Goal #3: Improve schoolyard comfort, safety & aesthetics
• Showcase native California plants, particularly those found in our microclimate
• Provide a variety of seating options & shade
• Provide a buffer strip between the building & the yard
• Separate the garbage & recycling from the students

The Francis Scott Key Green Schoolyard Committee invites you to join this exciting project!

PROJECT MISSION STATEMENT

“The Francis Scott Key Green School Project seeks to transform the schoolyard into an inviting environment that engages students with varied needs and provides recreational, educational and ecological opportunities for all.”

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

1. PROJECT KICK-OFF
The Francis Scott Key Green Schoolyard Project began with meetings with school staff and family members to discuss the idea of enhancing the schoolyard. Environmental planner Sharon Danks of Bay Tree Design, Inc. led these meetings in September 2010, and presented schoolyard ecology slide shows to open the conversation and brainstorming sessions. The school community used these meetings to articulate their goals for the schoolyard’s future development and created a list of initial project ideas to be incorporated into the yard.

2. SCHOOLYARD RESEARCH
In September 2010, the Green Schoolyard Committee worked with Bay Tree Design to examine the existing physical conditions and uses of the school site. Some issues discussed included: pedestrian and vehicle circulation, sun and shade, ecology, existing uses, and opportunities for improvement. The information from the site walk was mapped (example shown, left) so that it could be discussed in more detail at the design workshop. Some students also worked with their classes to brainstorm lists of their ideas.

3. DESIGN WORKSHOP
A group of interested school staff and family members met again in November 2010 to participate in a design workshop organized by Bay Tree Design. At the workshop, the participants worked in two groups to create site designs for the school grounds. Each group developed their concepts based on the earlier site research and the goals and design ideas that sprang from the kick-off meetings. The workshop concluded with each group presenting their ideas to one another.

4. CONCEPT PLAN
After the design workshop, Bay Tree Design reviewed the school community’s ideas and combined them to create a draft concept plan, which was reviewed by the principal and school community. The completed concept plan (above) illustrates the school community’s consensus about the green schoolyard’s general direction and design in the years to come, and describes the intended uses for each area. The school community will select a portion of this plan to implement with their bond funds, and will pick a landscape architect to help them develop that portion of the design in more detail.
This Agreement is dated for convenience XXXX XX, 2011, and is entered into between XXX LANDSCAPE ARCHITECTS (hereinafter “Consultant”) and the San Francisco Unified School District (hereinafter “District”).

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

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

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

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

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

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

5. **TERMINATION**

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

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

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

6. **INDEPENDENT CONTRACTOR**

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

7. **MODIFICATION OF AGREEMENT**

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

8. **SUBCONTRACTING**

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

9. **ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION**

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

10. **BANKRUPTCY**

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

11. **CONSULTANT’S DEFAULT**

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

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

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

13. SEVERABILITY

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

14. AGREEMENT MADE IN CALIFORNIA

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

15. INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

   The Consultant shall provide the District with the appropriate certificate(s) of insurance prior to commencing performance. The Consultant shall also be obligated to notify the District in writing at least 30 (thirty) days in advance of any cancellation, non-renewal or reduction of any of its insurance policies required under this Agreement. Consultant also understands and agrees that the District may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
17. NON-DISCRIMINATION
Consultant agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, marital status, sexual orientation, gender identity, AIDS/ARC/HIV status, or disability, in its performance under this Agreement. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. Contractor agrees not to discriminate against persons with disabilities in the provision of services, products, benefits, or activities provided in the Contract of Agreement, and further agrees that any violation of this prohibition on the part of the Contractor shall constitute a material breach of the Contract or Agreement.

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

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

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

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

**TO THE DISTRICT:** San Francisco Unified School District

ATTN: XXXXX

135 Van Ness Avenue Room 207
San Francisco, CA 94102

**TO THE CONSULTANT:** XXX LANDSCAPE ARCHITECTS

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

21. **WAIVER**

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

22. **ASSIGNMENT**

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

23. **OWNERSHIP OF THE RESULTS**

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

24. **AUDIT AND INSPECTION OF RECORDS**

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

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

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

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

Resolution #: **XXX-XXXXX**

_________________________________   SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONSULTANT

By:_______________________________ Joseph Grazioli
   Chief Financial Officer

_________________________________
   David Goldin
   Chief Facilities Officer

APPROVED AS TO FORM:

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

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

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<th>1.</th>
<th>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</th>
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<th>2A.</th>
<th>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):</th>
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<th>2B.</th>
<th>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.</th>
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**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."

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<th>Consultant's Signature</th>
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<th>Administrator's Signature</th>
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_"David Goldin, Chief Facilities Officer"_

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<th>Printed name of Consultant</th>
<th>Printed name of Administrator</th>
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California Disabled Veteran Business Enterprise Program Requirements  
(REV. 9-15-03)

**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.

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

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

---

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

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

Method A1. Certified DVBE bidder:

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

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

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

Method A2. Non-DVBE bidder:

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

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

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

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

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

Step 2 Other State and Federal Agencies, and Local Organizations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below) | FOR: List of potential DVBE subcontractors |
| FOR: Directory of Certified DVBEs Certification Applications Certification Information Certification Status, Concerns |

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

| DGS-PD Office of Small Business and DVBE Outreach and Education | |
| 707 Third Street, 2nd Floor, West Sacramento, CA 95605 | |
| Voice, 8 am—5 pm: (800) 559-5529 | |
| Fax: (916) 375-4597 | |

Advertisement Format Example

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

Commercially Useful Function Definition

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

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

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

2. The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

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

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

Contact: ABC Company
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: 555/555-5555; fax: 555/555-5556
or e-mail: jane.doe@abcco.com
Designation Of Option  Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

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

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

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

A. Full information must be provided.

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

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

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

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

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

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

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

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

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

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

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

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

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

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

Describe Result

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

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

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

Describe Result

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

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

Describe Result

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

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

Trade Paper Name (list full name) | Contact Name | Telephone Number ( ) |
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<tbody>
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</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) | Contact Name | Telephone Number ( ) |
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**ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS**


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

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

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

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<tr>
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<td>$                     / %</td>
<td></td>
</tr>
</tbody>
</table>

OR

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

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

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

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

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

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

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

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

School Name: ___________________________Greening Project

DESIGN PHASE
- Schematic Design: $________________
- Design Development: $________________
- Construction Documents: $________________

DESIGN PHASE SUBTOTAL: $________________

CONSTRUCTION PHASE
- Construction Bid & Procurement: $________________
- Construction Administration: $________________
- Project Close-out, Warranty and Record Drawings: $________________

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