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

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR
ALAMO ELEMENTARY GREEN SCHOOLYARD PROGRAM
250 23rd Avenue
San Francisco, CA 94121

August 26, 2011
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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 Alamo ES 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 projects 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:

Lori Shelton, 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: Alamo 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 Monday, September 19, 2011.

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 firms selected will be the Landscape Architects of Record for the Alamo ES Green Schoolyard Project and will work directly with the Alamo ES 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, SFUSD Criminal Background Certification form and
2011 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.

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

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

4. **Description of Landscape Architectural Scope of Services**

The scope of work includes reviewing the Alamo 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:

- Develop the Lloyd Schine memorial garden and front entry garden
- Redevelop roof garden terrace area
- Move basketball court and begin work on East nature play area
- Install the vertical garden elements along northern edge of yard
- Move straight benches in front of bungalow ramps and install ping-pong tables
- And include additional priorities that can fit the construction budget

The Landscape Architect will be required to visit the site and perform a walk-through of the premises prior to submitting a proposal. Please contact Principal Herb Packer at (415) 750-8456 or PackerH@sfusd.edu to schedule the site visit. **Site visits can be scheduled between September 6 and September 16, 2011.**

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 Alamo 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 April 24, 2012.

**Landscape Architectural Consultants Responsibilities:**

*Landscape Architecture firm staff is required to:*

A) **Conduct Project/Site Assessment:**

- Review Scope of Work requirements at Alamo 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 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 January 30, 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 23, 2012.

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

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

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

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

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

5. District Responsibilities

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

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

• The district will provide site topographic surveys 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 Monday, September 12, 2011, close of business. The last addenda will be issued by Wednesday, September 14, 2011. 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 Monday, September 19, 2011:

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

RE: Alamo ES Green Schoolyard Project

Maximum length for proposal/submittal (20 pages, Ariel or equivalent, 10-point font minimum)

Please provide the following information, in the order given 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.
Alamo Elementary School will use the following selection criteria to evaluate each applicant (100 points maximum):
   - Rapport/Ability to work with the committee and school (20 pts.)
   - Experience with school and other educational environments (15 pts.)
   - Artistic Merit/Design Approach (15 pts.)
   - Demonstrated ability to meet budget and schedule (15 pts.)
   - Fee and Availability (15 pts.)
   - Experience and Familiarity with Northern California Native Plants (10 pts.)
   - Adherence to RFQ requirements (10 points)

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

   o The full name and address of the firm or team
   o The name and phone number of a designated contact person
   o A brief description of the firm including a Statement of Purpose. Include a description of typical services to clients of the firm
   o List of all credentials, certifications and licenses (including credential, certificate and license numbers). Copies are NOT required and should not be included in the SOQ submission.
   o A description of the firm’s professional qualifications and experience, including those of any sub-consultants, in order to clearly demonstrate your ability to successfully furnish the landscape architectural/design services described in this RFQ.
   o A discussion of the firm’s understanding of the landscape architectural/design services required for this project and the firm/team’s ability to meet these requirements.
   o Provide a reference list of not less than 4 clients of the firm and/or joint venture group. This list should include clients for whom your firm has provided similar architectural design work during the past four years. This reference list should include:
      - the clients’ name, addresses, contact names, telephone numbers,
      - a brief description of each project,
      - project duration (please note whether project completed on schedule)
      - an original budget and schedule, and
      - a final cost and schedule for each referenced project.
There should be a clear focus on projects done on public school grounds that emphasize schoolyard greening. **Be sure that the contact person listed is able to speak about your firm’s involvement/performance.**

- Provide a list of projects each valued between $50,000 - $100,000.
- Citations, Disbarments and Claims: Provide a statement describing any and all of the following which the landscape architect has received in the past three (3) years (maximum length; 2 pages):
  - “Claims” – Both insured and uninsured claims which have been paid for errors, omissions, or defects in work product or activities provided or performed by the company. This statement must be signed by an officer or principal of the architect’s company and accompanied by the statement “Under penalty of disbarment I certify that this information is complete and accurate.”
  - Should the landscape architect not have any claims the landscape architect should provide a statement to this effect, signed and certified in the fashion described above.
  - Should the landscape architect not have been in business for three years, the history of claims for all of the company’s principals and officers must be provided to equal the required three year period.

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 an outline of the fee proposal to undertake all of the tasks specified in the Scope of Work, using 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 discuss your firm’s experience over the last five (5) years with 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

IV: RFQ/Project Schedule:
Assuming Construction takes place during the summer 2012, the estimated schedule is as follows:

- Required site visit by Landscape Architectural firms 9/6/11 - 9/16/11
- Final RFQ Questions due to SFUSD, 2:00 PM PST 9/12/2011
- SOQ submissions due to SFUSD, 2:00 PM PST 9/19/2011
- SOQ evaluation & Landscape Architectural firm interviews by Green Schoolyard Committee 9/21/11 - 10/5/11
- Communication of selected Landscape Architectural firm due to Project Manager, 2:00 PM PST 10/5/2011
- Landscape Architectural firm tentatively identified 10/6/2011
- Anticipated approval to award landscape design services contract by Board of Education 10/25/2011
- Professional Consulting Agreement (contract) due to SFUSD 11/2/2011
- Estimated start of design process with site 11/2/2011
- Deadline to submit 100% completed Bid Packages (drawings & specifications) to SFUSD for review 1/30/2012
- Construction project advertised to public (week of) 2/27/2012
- Final Bid Packages submitted to printers 2/23/2012
- Final Bid Packages available to public for purchase and review 2/27/2012
- Estimated dates for job walk 1 with contractors (week of) 2/27/2012
- Estimated dates for job walk 2 with contractors (week of) 3/5/2012
- Estimated dates for construction project bid opening (week of) 3/12/2012
- Anticipated approval to award construction contract by Board of Education 4/10/2012
- Estimated date to issue Notice to Proceed (NTP) to contractor 4/24/2012
- Estimated date to hold pre-construction meeting with construction team (week of) 4/24/2012
- First day of construction 5/30/2012
- Substantial completion for construction 7/27/2012
- Final completion for construction 8/26/2012
- First day of school for the Academic Year 2012-2013 8/13/2012

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

For questions or requests for clarification, direct your inquiries to Lori Shelton at the address specified in “Submit Bids” or by phone at (415) 241-6152 ext. 1557. Your proposal will be evaluated by the Alamo 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. Alamo ES 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
ALAMO ELEMENTARY SCHOOL GREEN SCHOOLYARD PLAN

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2006 PROPOSITION A BOND
MAY 26, 2011

PREPARED BY:

Bay Tree Design, Inc.
environmental planning & design, ecoschool design®, edible landscapes
berkeley, california, 510.644.1320, www.baytreedesign.com
GREEN SCHOOLYARD PLAN PARTICIPANTS

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

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

ALAMO ELEMENTARY SCHOOL
Principal Herb Packer *

Participating Faculty and Staff
Kevin Barisonek *
Lisa Bohorquez
Mary Butlin
Helen Cheung
Jeanette Chin
Rena Gustafsson *
Betsy Lance
Teresa Lebert
Betty Lee
Eva Lee
Maxine Leong
Anne Lewenhaupt
Amy Li

Pamela Lim *
Betty Liu
Jenny Louie-Hall
Kathy Martin
Annie Murphy *
Yvette Nash *
Vivien Pellegrini
David Philpot *
Stacey Revitz
Shamia Sandles *(after-school program site manager)
Lloyd Schine
Kat Sena
Annie Won *

Participating PTA and Community Members
Victor Chao *
Wendi Digerness
Eszter Erdelyi *
Jennifer Erskine-Ogden *
Nancy Lopes
Lilly Murphy

* = Green Schoolyard Committee Member

BAY TREE DESIGN, INC.
Lisa Howard, Principal-in-Charge
Ellen Miramontes, Project Manager
Shalini Agrawal, CAD Assistant

2927 Newbury Street, Suite B
Berkeley, California  .  (510) 644-1320  .  www.baytreedesign.com
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APPENDICES

Appendix A: Summary of the Kick-Off Meetings
Appendix B: Images of the Existing Schoolyard

STAND ALONE ITEMS

11 x17 “poster style” summary of project goals & objectives
11x17 “poster style” summary of design process
2006 PROPOSITION A BOND PROCESS

In September 2010, the Alamo Elementary School community began a participatory schoolyard design process as part of the SFUSD 2006 Proposition A Bond’s Green Schoolyard Program. The overall goal of this bond-funded project is to enhance the existing schoolyard to create an engaging and ecologically-friendly environment for children’s learning and play.

The 2006 Proposition A Bond program is contributing $150,000 to “green” Alamo Elementary School’s schoolyard. The ideas for this renovation were developed using a participatory design process that included Alamo Elementary School’s principal, teachers, staff, PTA and community members with the assistance of master planning strategist Bay Tree Design, inc. This plan is intended to guide the future development of the school’s gardening program, outdoor classroom spaces, and play areas. This initial planning phase was completed in May 2011. In the next phase of the project, a landscape architect selected by the school community will complete the design details and construction documents for the priorities identified by the school community. The plan described in this report is more ambitious than the bond funding will cover so the school community has determined priorities they would like to develop first as a part of the next phase. It is anticipated that infrastructure such as pathways, irrigation and other major construction will be accomplished by professional contractors and that planting and light construction would be carried out by the school community. The selected landscape architect will further refine the ideas depicted in the concept plan, prepare cost estimates and identify a specific scope of work to be constructed with the bond funding.

ALAMO ELEMENTARY SCHOOL’S GREEN SCHOOLYARD COMMUNITY

The goals, objectives, spatial layout, and implementation priorities for the green schoolyard were defined by a committed group which included the principal, teachers, staff, the after-school program site manager and parents. Over time this schoolyard will flourish because of the supportive principal and dedicated teachers and parents of the Alamo Elementary School community.
PROJECT KICK-OFF

The green schoolyard project began with meetings with teachers and school community members to discuss the idea of enhancing the schoolyard. Landscape architects, Lisa Howard and Ellen Miramontes of Bay Tree Design, led these meetings and presented schoolyard ecology slideshows to open the conversation and brainstorming sessions. The school community used these meetings to articulate their goals for the schoolyard’s future development and list ideas for projects to be incorporated into the yard.

Principal Packer and the full faculty body attended the teachers’ kick-off meeting. Seven parents, the after-school program site manager and Principal Packer attended the community kick-off meeting. Others in attendance at these meetings included Lori Shelton and Tamar Barlev (SFUSD Green Schoolyard Program), as well as Rachel Pringle (San Francisco Green Schoolyard Alliance).

Each kick-off session opened with an explanation of the Proposition A Bond’s green schoolyard program followed by Bay Tree Design’s green schoolyard slideshow. SFGSA staff also introduced their programs and invited the school to seek their help with their green schoolyard project.

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 brainstormed ideas that they would like to see on Alamo’s grounds. After the lists were completed, each participant received 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.
The school community used these kick-off meetings to articulate their goals for the schoolyard’s future development and created a list of initial project ideas to be incorporated into the yard. Further description of these meetings is provided in Appendix A: Summary of the Kick-Off Meetings and the ideas are listed below in the green elements list in order of votes received.

MISSION STATEMENT AND GOALS SUMMARY

To achieve their overall goal of improving the schoolyard’s work and play environment, the Alamo Green Schoolyard Committee developed a mission statement and set of specific goals based on the input generated by the project kick-off meetings and discussions throughout the process. Alamo Elementary School’s Green Schoolyard Mission Statement:

“Alamo’s mission is to enhance and green our outdoor areas, and to provide choices for all students to play, reflect, discover, and investigate their environment.”

The goals created by the Alamo Green Schoolyard Committee are:

1. Include outdoor classroom space for teaching and integrating nature into the curriculum.
2. Add multi-level spaces and reflective areas to increase curiosity and inspire play for all levels of children.
3. Include native and other low maintenance plants so that the gardens continue to thrive over time.
4. Maintain needed space to realize California’s physical education goals.

GREEN SCHOOLYARD ELEMENTS LIST

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

1. Digging garden (with corn kernels or gravel) (17)
2. Trees with different foliage (different shaped leaves – scaled leaves, needles, regular leaves, fall color; around perimeter of school) (17)
3. Running water – “sound garden” (16)
4. Small group seating/gathering space (social seating) (15)
5. Literature garden (small stage, plants with signage) (11)
6. Game tables (i.e. “Fred Flintstone” table made from rocks; chess tables) (11)
7. Different height basketball hoops (10)
8. Greenhouse (10)
9. Rock Garden – part seating (8)
10. Alternative trails (8)
11. Pollinator garden (native plants, place to release butterflies) (8)
12. Performance space (tiered) (7)
13. Benches around trees (7)
14. Solar compass (7)
15. Outdoor classroom (40-60 kids) (6)
16. Gray fish habitat (6)
17. Apple trees and Plum trees (plum may be better in this climate) (6)
18. Mulberry trees (plant another one in back for silkworms) (6)
19. Rainwater harvesting (5)
20. Hanging greenery – on back fence (5)
21. Create niches (5)
22. Climbing elements (tocks, structure….)(4)
23. Green window treatments on building (4)
24. Beautify fences (4)
25. Weather station (3)
26. Pond for fish (3)
27. Native plants / Pollinator plants (3)
28. Play in the rain (textured walking surface) (3)
29. Outdoor eating space (3)
30. Staff area (3)
31. Shaded area (trellis with grapes) (3)
32. Edible gardening (nibbling garden plus cooking in classroom) (3)
33. Sound garden (sound waves) (2)
34. Memorial for Lloyd Schine (hummingbird garden) (2)
35. Hide away fort (2)
36. Nest or disk swing (2)
37. Plant area with various seeds (“seed garden”) (2)
38. Composting (3 in 1 bins) (2)
39. Poetry and art mosaics near quiet seating areas (by columns at back) (2)
40. Use area behind bungalows (2)
41. Paint maps (1)
42. Reading Corner (on roof?) (1)
43. Living roof (on bungalows) (1)
44. Nature play elements – stumps (1)
45. Built-in trampoline (1)
46. Solar powered heat lamp (1)
47. Outdoor sink to wash hands
48. Demonstration of solar panel
49. Attract wildlife with feeders
50. Prune street trees in front of school
51. Outdoor Art Space (on roof?)
52. Cobb materials
53. Community – internal and open up to neighbors
54. Assign rooftop garden beds to classrooms
55. Stanley Edwards can help with mosaics

KEY SITE WALK FINDINGS

Ellen Miramontes of Bay Tree Design, Inc. walked the site and talked with the principal, a group of teachers, and the after-school program site manager to find out how the school uses the site on a daily basis throughout the school year. The Executive Director of the San Francisco Green Schoolyard Alliance, Arden Bucklin-Sporer, also joined the site walk and shared about what resources the Alliance can offer. The purpose of the site findings is to determine the physical attributes of the site, spatial layout of the yard, identify factors that could be enhanced by the design and identify factors that will have an impact on the site design. The information garnered at the site walk includes existing daily use patterns, existing vehicle and pedestrian circulation, existing materials, infrastructure and ecology. All of this information was analyzed to identify opportunity areas for the green schoolyard design. Below, a summary of the most important findings are discussed and illustrated in accompanying maps. Photographs of the existing site are included in Appendix B: Images of the Existing Schoolyard.

EXISTING USES

The Alamo Elementary School building is two stories high and is located on the western side of the school site facing 23rd Avenue. There is an existing roof garden space on the southwest corner of the building on the second floor level. Previously this garden terrace was actively used and maintained but is now seldom used. Another terrace accessed through the library on the first floor level sits at the northeast corner of the building. A third terrace, accessed through classrooms on the second floor, is located at the southeast corner of the building. Neither of these terraces are currently used. The schoolyard, which is approximately 23,000 square feet in size and currently accommodates 520 students, is located on the eastern side of the site facing 22nd Avenue. The after-school program occupies two bungalows which sit on the southern edge of the schoolyard. The schoolyard has one large play structure along the eastern side, trees with benches in between along the northern and eastern perimeters, a basketball court in the northeast corner, and the remainder is open asphalt. Currently the areas accessible for recess are 100% dedicated to active play, 0% for garden space, and 0% for multi-uses such as nature play or learning spaces.
ALAMO ELEMENTARY SCHOOL
250 23rd Avenue
San Francisco, CA 94121

2006 Proposition A Bond
SFUSD Green Schoolyard Program

EXISTING USE ZONES
January 27, 2011

Legend
- Building footprints
- Terraces and covered outdoor overhangs
- Existing tree canopies (approx.)
- Fire Lane
- Areas for active play
- Key P.E. uses
- Creative play area
- Outdoor seating
- Landscaped areas
- Lightly used & unused areas
- Roof Garden Terrace
- Circulation only

Note: Playground and yard is open to the public on weekends.

Popular seating and hanging out area.

Area used for morning intake and fire drills.

This area used for storage of balls and PE equipment.

Student Council’s least favorite place: dumpster area

Student Council’s most favorite place: play structure

This area very popular for ball play and hanging out.

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Site analysis diagram by Bay Tree Design, Inc.
The base map used for this diagram is a simplified version of
a site plan by XYZ Architecture, created for
SFUSD's 2006 Proposition A Bond modernization work.
Bay Tree Design added additional information gathered
during site visits and discussions with the school community.
Many children enjoy using the play structure and then running around the yard for active ball play. While the play structure provides the central attraction, through observation and anecdotal conversations it is evident that the edges and corners of the yard are also important. The principal noted that younger children enjoy digging in the exposed dirt around the trees behind the play structure where they are protected from errant balls. Some children like to gather on the benches along the northern edge of the yard near the school building (away from the basketball court) for quieter, more imaginative play. It was also noted that some students like to play with balls against the wall of the school building next to the elevator. Students access the yard for recess at times staggered by grade level. The schoolyard is heavily used by much of the student population, all at once, for approximately twenty minutes at the end of each school day.

The areas on either end of the after-school bungalows are cluttered and unusable. At the eastern end, the dumpster, an electrical box, the emergency supplies container and a garbage can make this area unattractive for use. At the western end, storage sheds for balls and PE equipment and a garbage can make this area unusable as well.

It is important to note that currently Alamo’s schoolyard is accessible for public use on the weekends.

VEHICLE AND PEDESTRIAN CIRCULATION

There is no vehicle parking on the school site. A fire lane enters the schoolyard from 22nd Avenue with a circular turnaround in the center of the yard. This fire lane is required to remain paved and open for access at all times. Car loading occurs both in front of the school on 23rd Avenue and also behind the school on 22nd Avenue where bus loading also occurs.

Students enter the school site either through the main school building entry on 23rd Avenue, the covered entryway leading to the auditorium or the schoolyard gates on 22nd Avenue. Morning intake occurs in the central part of the schoolyard where the fire lane turnaround is located. The students enter and exit the schoolyard from a double staircase at the rear of the building, a newly installed ramp, the elevator or a covered overhang leading towards the auditorium.

A bike rack is located at the front of the building on 23rd Avenue. The garbage and recycling is hand-trucked off-site onto 23rd Avenue from a narrow passageway at the southern edge of the school building. The dumpster is accessed from the 22nd Avenue.

SCHOOLYARD ECOLOGY AND INFRASTRUCTURE

Alamo Elementary School is located less than one mile southeast of the Pacific Ocean shoreline at China Beach. The flat school site is influenced by breezes and fog moving inland
from the ocean. The building location on the western side of the site blocks wind from the schoolyard. The building also shades a good portion of the schoolyard depending on time of day and the time of year. The roof garden terrace can be very windy and sunny at times due to its location on the upper southwest corner of the building. The landscape areas in front of the school building on 23rd Avenue are very shady due to the densely vegetated street trees.

Currently, most of the school site is paved. The small amount of permeable surface is limited to tree wells in the schoolyard and the landscape areas in front of the building. At one time, these landscape areas along 23rd Avenue were maintained by a few members of the school and neighborhood community although at this time they are not maintained at all. The city street trees along 23rd Avenue are very dense and in need of pruning.

The only existing garden space is located on the roof garden terrace. The raised garden boxes located here were constructed a number of years ago by a Boy Scout troop. A previous teacher helped maintain the boxes and involved students in growing plants there. Currently the boxes are not maintained or used. Teachers explained that the current configuration of the boxes, fish pond structure and convertible tables/benches make the space difficult to use with a full class. There are vibrant murals covering the two walls around the terrace. Other existing artwork on the school site includes some small ceramic pieces in the front landscape areas, a butterfly tile mosaic on either side of the main entry and a friendship mural painted on the wall of the double staircase connecting to the schoolyard.

Two hose bibs were noted on the site walk. One is located in front of the school in the northern landscape area and one is against the building wall of the library terrace.
OPPORTUNITIES AND CONSTRAINTS AREAS

As shown on the following map, there are two existing green spaces that can be enhanced (shown in the darker green): the front landscape areas on 23rd Avenue and the roof garden terrace planters. Much of the remaining schoolyard (shown in the lighter green) presents an opportunity for new green space and areas for alternative types of play. The constraints in this area are shown in orange and red. As noted previously, the fire lane (red) must remain open and paved. The orange areas depict the required fall zone around the play structure and outlines of key physical education elements including the track, kickball, soccer and basketball court.

Two areas noted as places of opportunity during the site walk and kick-off meetings, include the library terrace and the roof garden terrace. Teachers expressed a desire to use the library terrace as an outdoor classroom as well as making it available during recess for quiet reading and game playing by smaller groups. Two constraints were noted regarding improvements to the library terrace: 1) that this area is open to the public on weekends, and 2) more vertical protection is desired along the railings. The roof garden terrace also presents an opportunity for use as an outdoor classroom space. As the only secure outdoor area on campus, it presents an opportunity to accommodate more delicate elements such as a weather station or demonstration solar panels. However, one teacher noted that the weather extremes, cold and windy or hot and sunny, make the space less desirable for outdoor classroom use.

It was determined that the second floor terrace located at the southeast corner of the building is not suitable for outdoor classroom use. This terrace is shady, has poor drainage and is only accessible through two classroom doors. Furthermore staff does not feel that the current railings provide adequate protection.
CHILDREN’S FAVORITE AND LEAST FAVORITE PLACES ON THE SCHOOLYARD

The P.E. teacher, Annie Murphy, worked with Alamo’s student council to develop a list of favorite and least favorite places on the schoolyard. It is important to note that as the student council is comprised solely of 3rd, 4th and 5th graders, these views are representative of this upper age group only.

**Favorite Places**
- 9 play structure
- 3 football court
- 2 basketball court
- 2 kickball court
- 1 handball wall
- 1 four-square
- 1 slide
- 1 anywhere to hang out

**Least Favorite Places**
- 11 dumpsters/garbage area (smelly)
- 2 alleyway
- 2 benches (smells weird, nothing to do)
- 1 soccer field (too small)
- 1 area under bungalows (stuff gets stuck there)
- 1 dodgeball area (gets hurt)
- 1 slide (boring)
- 1 play structure (boring)
- 1 football

DESCRIPTION OF DESIGN WORKSHOP

Principal Packer, nine staff members and three parents met in February 2011 to participate in a design workshop organized and facilitated by Lisa Howard and Ellen Miramontes of Bay Tree Design, inc. At the workshop the attendees worked in two groups to combine ideas generated during the project’s kick-off discussions with the site analysis research, to come up with a design for the schoolyard. Each group produced a draft of the schoolyard design.

Following are photographs of the workshop in progress, along with a summary of each group’s ideas and a picture of the design they created.
DESIGN WORKSHOP GROUP ONE

This group, facilitated by Lisa Howard of Bay Tree Design, included four teachers, one staff member and two parents. The group focused most of their design ideas on the main schoolyard.

They designated the library terrace as a “Literature Garden” which would have planters, game tables and a water feature to provide “white noise.” They suggested moving the basketball court closer to the school building in order to provide a natural garden area in the northeast corner. Along with moving the basketball court, they also noted a desire for different height basketball hoops. They proposed adding tree rounds, game tables and plantings in the northeast corner. Along the northern edge, they proposed redesigning the benches so “kids can eat and chat.”

Group One’s plan shows a digging garden behind the play structure. Between the play structure and bungalows, they marked an area for meandering paths with different surfaces that would include small hills and climbing steps. They also noted that the track shape could be changed as an “alternative trail.”

On the eastern end of the bungalows, they proposed a rock garden water structure that would receive rainwater from the bungalow roofs.

They noted that the handball play would remain where it occurs now on the building wall between the double staircase and the elevator. Ping-pong tables are depicted between the elevator structure and the bungalows.

On the roof garden terrace their plan shows a green house, a restored fish pond, a pollinator garden and an outdoor classroom. In front of the school, they envision planting the landscape areas with native plants.

DESIGN WORKSHOP GROUP TWO

Group Two, facilitated by Ellen Miramontes of Bay Tree Design, included Principal Packer, five teachers, one parent and the after-school program site manager. This group also focused most of their improvements within the main schoolyard area.
ALAMO ELEMENTARY SCHOOL  
GREEN SCHOOLYARD CONCEPT PLAN  
SFUSD REPORT

Along the northern fence of the yard, they proposed adding game tables, social seating and a meandering path with this whole area separated from the yard by a “green foliage wall.” They also envisioned a vertical garden on the fence, a new Mulberry tree, a running water feature at the entry to this area and a pollinator garden in the back northeast corner. They advised that the new plant material should be accompanied by descriptive signage. They proposed that this area’s surface would be soil topped with bark mulch.

Behind the play structure they designated pockets for a digging garden and a sound garden. Near the bungalows, they depicted a hand-washing sink at one corner and rainwater collection behind. At the rear of the school building, they placed a series of game tables and moved the handball wall play area to the staircase wall near the flagpole.

They labeled the library terrace as a “Literature Garden” and placed terra cotta planters on the 2nd floor terrace to the south.

This group also envisioned using the roof garden terrace as an outdoor classroom. They placed a tiered stage in the corner against the building and a greenhouse in the opposite corner. They noted that the planters should be moved to the side to make the space more usable. They also suggested this would be a pleasant outdoor lunch area to be used by smaller groups periodically. Outdoor cooking classes were another activity discussed for this area.

In front of the school, they added a quiet, reflective area with seating as a memorial for teacher Lloyd Schine who passed away in the Fall of 2010. They also pictured native plants and small trees with different types of foliage planted in these two landscape areas at the front.

GROUP TWO
GROUP ONE’S PLAN FOR YARD

GROUP TWO’S PLAN FOR YARD
SUMMARY OF CONCEPT PLAN

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

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

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

CENTRAL DESIGN CONCEPTS AND 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, after-school program site manager and parents over the past several months.

Overall Framework  The concept plan shows improvements to all of the outdoor spaces at Alamo Elementary School with the exception of the second floor terrace at the southeast corner. This terrace was determined to be undesirable for student use since it can only be accessed by entering through two classrooms, has poor drainage, staff members are not comfortable with the level of protection provided by the railing, and the terrace is shaded through much of the day.

Throughout this participatory process, the school community grappled with the desire to maintain the open, active, ball play areas that exist now and also the desire to integrate alternative play and learning areas into the Green Schoolyard Concept Plan. Through extensive discussions and consideration of various schemes, they were able to come to a compromise, balancing the uses shown in this plan.

Comfort - The new design will make the schoolyard a more comfortable place by adding social seating and natural play areas where children and adults can relax comfortably.

Ecology - The new schoolyard design is intended to provide the teachers with outdoor teaching resources with edibles, native habitat, and small trees with a variety of leaf types. The enrichment of the ecology also provides the children with the opportunity for a variety of...
NATURE PLAY AREA - EAST
- Outdoor learning area with pollinator garden, stump/bee boxes, playhouses/shatterboxes
- Teepee/willow dome
- Seawall
- Curved social seating
- Wheelchair accessible path
- Vertical garden on fence (vines, woody pockets, espalier, etc.)

NATURE PLAY AREA - WEST
- Game tables
- Digging garden
- Plant new Mulberry tree
- Seawall
- Curved social seating
- Wheelchair accessible path
- Vertical garden on fence (vines, woody pockets, espalier, etc.)

LITERATURE GARDEN
- Tables and benches
- Water feature
- Planter boxes along sides
- Vertical belts on north side to create green wall and improve safety

FRONT ENTRY GARDEN
- Native plants that will thrive with little care and attract wildlife
- Small trees with various leaf types (sacred, needles, deciduous, etc.)

SOUND GARDEN
- Areas for outdoor musical instruments

ROCK GARDEN
- Collection of various rock types with water flow

GAME TABLES
- Ping pong tables
- Benches and planters in front of ramps

BALL PLAY ZONE
- Open for P.E. and active play
- Areas delineated for kickball, combined football/soccer field, full basketball court plus lower hoops, four-square, hopscotch and human sundial/compass rose
- Running track, 18 laps equals one mile

LLOYD SCHINE MEMORIAL GARDEN
- Benches for social seating (use permeable paving beneath)
- Remove portion of low fencing to allow pedestrian access
- Backdrop of native shrubs and grasses

CONCEPT PLAN
May 3, 2011

Legend
- Building footprints / structures
- Terraces & covered outdoor overhangs
- Asphalt & concrete pavement
- Painted pavement
- Wheelchair accessible surface
- Rubber safety surface
- Permeable surfaces (decomposed granite or mulch)
- Trees (new)
- Trees (existing)
- Garden beds
- Shrub beds
- Vertical greening
- Boulders & log rounds
- Benches, seat walls & tables
- Playhouse / chatterbox
- Wall art
- Water elements
- Teepee / willow dome
- Human sundial / compass rose
- Sound garden elements

ALAMO ELEMENTARY SCHOOL
250 23rd Avenue
San Francisco, CA 94121
2006 Proposition A Bond
SFUSD Green Schoolyard Program

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Concept plan by Bay Tree Design, Inc.
The above map is used for this design is a simplified version of the site plan by KVA Architects, created for SFUSD's 2006 Proposition A bond modernization work. Bay Tree Design, Inc. retained additional information gathered during site visits and discussions with the school community.
play opportunities on a daily basis that foster imaginative play, dramatic play, quiet play, and socializing.

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

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

**Community** – The schoolyard improvements will require some maintenance and at the same time provide the Alamo Elementary community with an opportunity to personalize their space. Creating a regular workday for the families, teachers/staff, and interested neighbors to install the new elements and/or maintain their green schoolyard will provide an opportunity for socializing, allow for adequate maintenance of the new elements, and allow the community to personalize their commons.

**DESCRIPTION OF YARDS**

The areas of the yard described below follow the concept plan in a clockwise direction, beginning with the literature garden and ending with the front entry garden.

**Literature Garden** – The library terrace, which is accessed through the library and connected to the schoolyard by a set of stairs, offers the perfect opportunity for a literature garden. This area provides a place where individuals or small groups can gather at the proposed tables and benches to read, work in small groups or play games quietly. A whole class could also use this space at one time as an outdoor classroom.

- Narrow planter boxes, lining the perimeter, accommodate various plants including herbs and flowers connected to works of literature as well as some edibles.
- A vertical trellis along the northern edge provides a softening green backdrop as well as improves safety along the drop-off on this side.
- A running water feature further enhances the atmosphere of this space.
Nature Play Areas – In the draft concept plan, the entire northern edge of the schoolyard was devoted to a nature play area. In order to accommodate the desire to maintain a full basketball court, the school community reached a compromise by breaking the nature play area into two spaces and placing the basketball court at an angle in between. A sink set by the new water fountain next to the ramps would provide a place for students to wash hands after playing in these areas and before returning to class.

Nature Play Area - West – This area is separated from the ball play blacktop area by a low, curved seatwall. Behind the seatwall is an area with small mounds, planting, mulch and a trail leading to a contained digging garden. The remaining surface in this area would be some type of wheelchair accessible paving that is softer as well as visually and texturally differentiated from the adjacent asphalt in order to set the tone for this area as a space for quieter play.

- Along the fence, a curved bench for social seating and two game tables are placed between the existing trees.
- A new Mulberry tree is proposed in the vacant tree well for use in the curriculum.
- The entire length of the schoolyard along this edge would be comprised of vertical garden elements such as vines, woolly pockets and espaliers.

Nature Play Area - East – This nature play is a bit larger than the western one and while incorporating some of the same elements, it has several additional improvements that make it unique. It is also separated from the asphalt yard by a low seatwall, has a softer wheelchair accessible surface, as well as permeable planted ground areas and vertical green elements along the fence.

- Behind the seatwall is an open teepee or dome structure.
- In the corner is a natural area with stumps for seating and play, two chatterboxes and a pollinator garden.
- Interpretive panels and signs would describe the garden elements.
- This area would be used during recess for quieter, more imaginative play and also used as an outdoor classroom and learning area during the rest of the school day.
Sound Garden – Behind the play structure, two of the niches between existing trees would have a collection of outdoor musical instruments that would be permanently installed. On either side, curving benches and facing benches offer opportunities for social seating. With the play structure serving as a protective buffer to the central, open ball play area, this eastern edge provides the perfect opportunity for this alternative play and social gathering.

Rock Garden – There was a desire to add some enhancing elements to this southeast corner of the yard while at the same time maintaining open access to the dumpster, electrical box and emergency supplies located here. As a solution, one of the design workshop groups proposed a rock garden at the northeast corner of the bungalows. This collection of rocks would present a curriculum opportunity to learn about various rock types. A water feature would be incorporated with the rocks to further beautify this feature.

Game Tables – Two ping-pong tables are placed in front of the bungalows to provide a social play outlet for the upper grades. Benches and narrow planters are placed in front of the ramps leading to the bungalows. Beyond beautifying this edge and providing a place to sit, these benches and planters would prevent balls from getting stuck underneath the ramps which is a current frustration for students.

Ball Play Zone – The majority of the schoolyard remains open and paved for active ball play and P.E. use. Areas would continue to be delineated for kickball, four-square and hopscotch. The basketball court has been set at an angle in order to accommodate the nature play areas. The northern end of the basketball court has a permanently fixed hoop, while the southern end has a movable hoop since it is located within the fire lane. Two lower height basketball hoops are set along the edge of the play structure with a 10-foot high open fence behind them to catch errant balls. The soccer and football fields have been combined into one field.

BAY TREE DESIGN, INC.  23
human sundial and compass rose have been added. The running track has been made smaller to accommodate the new elements. The new track length would be 290 feet; 18 laps would equal 5,220 feet which approximates one mile (5,280 feet). The handball play remains against the back wall of the school building.

Roof Garden Terrace – The community envisions mostly moving existing elements around on the terrace in order to make this space more usable and then also adding a few new features:

- The existing planters would be moved further out to the edges to open up the middle. These planters would be used for pollinator plants, edibles and also used by individual classes if desired.
- The fish pond would be restored and moved to the outer southwest corner.
- By moving these elements, the middle of the terrace can then serve as a flexible space where the existing furniture which converts between tables and benches would be arranged to suit the use. Tables can be arranged for outdoor classroom use, lunchtime use or outdoor cooking classes. Or they can convert to benches facing a corner stage painted on the ground.
- A small greenhouse for use in propagation is placed against the northern wall of the terrace.

Lloyd Schine Memorial Garden – During the course of this process, Lloyd Schine, a long-time, revered Alamo teacher passed away. A memorial garden is proposed in his honor for the front of the school.

- Benches for social seating with permeable paving beneath serve as a quiet, reflective spot. A portion of the existing low fencing would need to be removed to allow for pedestrian access.
- A backdrop of native shrubs and grasses surround the seating.
- The school community could place a small plaque or work of art in the garden area to commemorate him.
- Two accessible benches have been added on the terrace at the front entry as well.
Front Entry Garden – Along with the new plantings within the Lloyd Schine Memorial Garden, the community would like to enhance the remaining front landscape areas with native plants that would beautify the entrance, thrive with little care and attract wildlife. The teachers also wish to add a variety of small trees with various leaf types (scaled, needles, deciduous, etc.) for use in their curriculum.

PRIORITY AND PROPOSED PHASING

The Alamo Elementary School community, Lori Shelton of SFUSD and Ellen Miramontes of Bay Tree Design, Inc. met on April 26, 2011 to finalize the concept plan and determine phasing for their green schoolyard. Following are the priorities developed during this meeting:

- **Priority One:**
  - Lloyd Schine memorial garden and front entry garden
  - Roof garden terrace clean-up
  - Move basketball court and begin work on nature play area – east
  - Begin installation of vertical garden elements along northern edge of yard
  - Move straight benches in front of bungalow ramps and install ping-pong tables

- **Priority Two:**
  - Begin work on nature play area – west and change track and other striping as needed

- **Priority Three:**
  - Install the sound garden and social seating behind the play structure.

- **Priority Four:**
  - Add improvements to the library terrace for the literature garden.

- **Priority Five:**
  - Install the rock garden and further enhance the front entry garden.

The community envisions accessing bond money themselves in order to begin work on the Lloyd Schine memorial garden and the front entry garden in the coming school year 2011-2012. They discussed that these improvements would have a strong visual impact and provide a means to
grow involvement in green schoolyard efforts. Another project they also felt the community could take on, would be to clean up the roof garden terrace and move some of the elements around.

They determined that the first priority for the next phase of the bond process would be moving the basketball court and beginning work on the nature play area – east since these are improvements they would not be able to complete themselves. And they also feel it is important to provide this type of alternative play and learning space for the students.

As the community grows, determines what may exceed the bond money above, settles into their new improvements after construction of the yard (modernization and green schoolyard bond work), and new community members come in with new ideas, the Alamo Elementary School community can seek additional funding for additions to the yard via grants for items they would like to add to their yard over time. The San Francisco Green Schoolyard Alliance and Nik Kaestner, Director of Sustainability for SFUSD, can provide the community with many ideas for grants as their green schoolyard grows.

**NEXT STEPS**

Now that the Alamo Elementary School community has a completed concept plan, it is time to move on to the next phase of the implementation process. The Alamo Green Schoolyard Committee will work with Lori Shelton from SFUSD’s Green Schoolyard Program, to write an RFP for phase one of their green schoolyard project, listing the items the school plans to implement with their bond funds in order of priority. The green schoolyard committee and principal will help to interview and select their landscape architect. Later, they will work with the selected landscape architect 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 and which components should be built by a professional contractor.

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

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

After the bond improvements are complete and as the Alamo Green Schoolyard Committee grows, it is the hope of the committee that the community (parents, students, teachers, after school program staff, and neighbors) will settle into their new yard and start to take ownership of their yard through work days, projects, maintenance, new ideas, and gatherings.

The Alamo Elementary Green Schoolyard Committee welcomes all that are interested to join in this exciting project.
APPENDIX A: SUMMARY OF KICK-OFF MEETINGS

The summary list below reflects the results of the community and teacher input at our green schoolyard brainstorming sessions in October and November 2010. Each of the participants at these meetings received votes to split among the list of choices brainstormed at the meetings. Faculty Votes + Community Votes = Total Votes

LEARNING – Educational Goals and Curriculum Connection to the Schoolyard

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11 + 0 = 11</td>
<td>Literature garden (small stage, plants with signage)</td>
</tr>
<tr>
<td>7 + 1 = 8</td>
<td>Rock Garden – part seating</td>
</tr>
<tr>
<td>7 + 0 = 7</td>
<td>Performance space (tiered)</td>
</tr>
<tr>
<td>7 + 0 = 7</td>
<td>Solar compass</td>
</tr>
<tr>
<td>6 + 0 = 6</td>
<td>Outdoor classroom (40-60 kids)</td>
</tr>
<tr>
<td>2 + 1 = 3</td>
<td>Weather station</td>
</tr>
<tr>
<td>2 + 0 = 2</td>
<td>Sound garden (sound waves)</td>
</tr>
<tr>
<td>1 + 0 = 1</td>
<td>Paint maps</td>
</tr>
<tr>
<td>0 + 1 = 1</td>
<td>Reading Corner (on roof?)</td>
</tr>
<tr>
<td></td>
<td>Outdoor Art Space (on roof?)</td>
</tr>
</tbody>
</table>

NATURE – Schoolyard Ecology

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 + 1 = 17</td>
<td>Trees with different foliage (different shaped leaves – scaled leaves, needles, regular leaves, fall color; around perimeter of school)</td>
</tr>
<tr>
<td>6 + 4 = 10</td>
<td>Greenhouse</td>
</tr>
<tr>
<td>7 + 1 = 8</td>
<td>Pollinator garden (native plants, place to release butterflies)</td>
</tr>
<tr>
<td>6 + 0 = 6</td>
<td>Gray fish habitat</td>
</tr>
<tr>
<td>3 + 3 = 6</td>
<td>Apple trees and Plum trees (plum may be better in this climate)</td>
</tr>
<tr>
<td>6 + 0 = 6</td>
<td>Mulberry trees (plant another one in back for silkworms)</td>
</tr>
<tr>
<td>5 + 0 = 5</td>
<td>Rainwater harvesting</td>
</tr>
<tr>
<td>1 + 2 = 3</td>
<td>Pond for fish</td>
</tr>
<tr>
<td>0 + 3 = 3</td>
<td>Native plants / Pollinator plants</td>
</tr>
<tr>
<td>1 + 1 = 2</td>
<td>Plant area with various seeds (“seed garden”)</td>
</tr>
<tr>
<td>0 + 2 = 2</td>
<td>Composting (3 in 1 bins)</td>
</tr>
<tr>
<td>0 + 1 = 1</td>
<td>Living roof (on bungalows)</td>
</tr>
<tr>
<td></td>
<td>Demonstration of solar panel</td>
</tr>
<tr>
<td></td>
<td>Attract wildlife with feeders</td>
</tr>
</tbody>
</table>

PLAY – Schoolyard Recreation

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 + 0 = 17</td>
<td>Digging garden (with corn kernels or gravel)</td>
</tr>
<tr>
<td>10 + 1 = 11</td>
<td>Game tables (i.e. “Fred Flintstone” table made from rocks; chess tables)</td>
</tr>
<tr>
<td>10 + 0 = 10</td>
<td>Different height basketball hoops</td>
</tr>
</tbody>
</table>
8 + 0 = 8 Alternative trails
3 + 1 = 4 Climbing elements (tocks, structure….)
3 + 0 = 3 Play in the rain (textured walking surface)
1 + 1 = 2 Hide away fort
0 + 2 = 2 Nest or disk swing
0 + 1 = 1 Nature play elements – stumps
1 + 0 = 1 Built-in trampoline

COMFORT - Schoolyard Comfort, Microclimates and Seating

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 + 0 = 15</td>
<td>Small group seating/gathering space (social seating)</td>
</tr>
<tr>
<td>7 + 0 = 7</td>
<td>Benches around trees</td>
</tr>
<tr>
<td>3 + 0 = 3</td>
<td>Outdoor eating space</td>
</tr>
<tr>
<td>3 + 0 = 3</td>
<td>Staff area</td>
</tr>
<tr>
<td>3 + 0 = 3</td>
<td>Shaded area (trellis with grapes)</td>
</tr>
<tr>
<td>0 + 3 = 3</td>
<td>Edible gardening (nibbling garden plus cooking in classroom)</td>
</tr>
<tr>
<td>0 + 2 = 2</td>
<td>Memorial for Lloyd Schine (hummingbird garden)</td>
</tr>
<tr>
<td>1 + 0 = 1</td>
<td>Solar powered heat lamp</td>
</tr>
<tr>
<td></td>
<td>Outdoor sink to wash hands</td>
</tr>
</tbody>
</table>

BEAUTY – Schoolyard Aesthetics

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 + 0 = 16</td>
<td>Running water – “sound garden”</td>
</tr>
<tr>
<td>5 + 0 = 5</td>
<td>Hanging greenery – on back fence</td>
</tr>
<tr>
<td>4 + 0 = 4</td>
<td>Green window treatments on building</td>
</tr>
<tr>
<td>4 + 0 = 4</td>
<td>Beautify fences</td>
</tr>
<tr>
<td>0 + 2 = 2</td>
<td>Poetry and art mosaics near quiet seating areas (by columns at back)</td>
</tr>
<tr>
<td></td>
<td>Prune street trees in front of school</td>
</tr>
</tbody>
</table>

SCHOOLYARD CONFIGURATION – Use of Space

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 + 0 = 5</td>
<td>Create niches</td>
</tr>
<tr>
<td>2 + 0 = 2</td>
<td>Use area behind bungalows</td>
</tr>
</tbody>
</table>

PROGRAM IDEAS

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 + 2 = 2</td>
<td>Seed to seed (collect seed, plant, eat)</td>
</tr>
<tr>
<td></td>
<td>Cobb materials</td>
</tr>
<tr>
<td></td>
<td>Community – internal and open up to neighbors</td>
</tr>
<tr>
<td></td>
<td>Assign rooftop garden beds to classrooms</td>
</tr>
<tr>
<td></td>
<td>Stanley Edwards can help with mosaics</td>
</tr>
</tbody>
</table>
SUMMARY – ALAMO ELEMENTARY SCHOOL’S DESIGN PRIORITIES

The summary list below reflects the results of the community and teacher input at our green schoolyard brainstorming sessions in October and November 2010. Each of the participants at these meetings received votes to split among the list of choices brainstormed at the meetings. Below are the ideas in ranked order. Votes from the faculty meeting are listed in black (#); votes from the community meeting appear in blue (#).

As you work in your groups this afternoon, please try to place all of the items that received at least 7 votes in your draft designs for the schoolyard (contained in the red box). Your group may also include any of the other ideas listed below and add new ideas that you think of during the workshop.

17 votes: Digging garden (with corn kernels or gravel) (17)
17 votes: Trees with different foliage (different shaped leaves – scaled leaves, needles, regular leaves, fall color; around perimeter of school) (16) (1)
16 votes: Running water – “sound garden” (16)
15 votes: Small group seating/gathering space (social seating) (15)
11 votes: Literature garden (small stage, plants with signage) (11)
11 votes: Game tables (i.e. “Fred Flintstone” table made from rocks; chess tables) (10) (1)
10 votes: Different height basketball hoops (10)
10 votes: Greenhouse (6) (4)
8 votes: Rock Garden – part seating (7) (1)
8 votes: Alternative trails (8)
8 votes: Pollinator garden (native plants, place to release butterflies) (7) (1)
7 votes: Performance space (tiered) (7)
7 votes: Benches around trees (7)
7 votes: Solar compass (7)
6 votes: Outdoor classroom (40-60 kids) (6)
6 votes: Gray fish habitat (6)
6 votes: Apple trees and Plum trees (plum may be better in this climate) (3) (3)
6 votes: Mulberry trees (plant another one in back for silkworms) (6)
5 votes: Rainwater harvesting (5)
5 votes: Hanging greenery – on back fence (5)
5 votes: Create niches (5)
4 votes: Climbing elements (tocks, structure…) (3) (1)
4 votes: Green window treatments on building (4)
4 votes: Beautify fences (4)
3 votes: Weather station (2) (1)
3 votes: Pond for fish (1) (2)
3 votes: Native plants / Pollinator plants (0) (3)
3 votes: Play in the rain (textured walking surface) (3)
3 votes: Outdoor eating space (3)
3 votes: Staff area (3)
3 votes: Shaded area (trellis with grapes) (3)
3 votes: Edible gardening (nibbling garden plus cooking in classroom) (3)
2 votes: Sound garden (sound waves) (2)
2 votes: Memorial for Lloyd Schine (hummingbird garden) (2)
2 votes: Hide away fort (1)
2 votes: Nest or disk swing (2)
2 votes: Plant area with various seeds (“seed garden”) (1) (1)
2 votes: Composting (3 in 1 bins) (2)
2 votes: Poetry and art mosaics near quiet seating areas (by columns at back) (2)
2 votes: Use area behind bungalows (2)
1 vote: Paint maps (1)
1 vote: Reading Corner (on roof?) (1)
1 vote: Living roof (on bungalows) (1)
1 vote: Nature play elements – stumps (1)
1 vote: Built-in trampoline (1)
1 vote: Solar powered heat lamp (1)
0 votes: Outdoor sink to wash hands
0 votes: Demonstration of solar panel
0 votes: Attract wildlife with feeders
0 votes: Prune street trees in front of school
0 votes: Outdoor Art Space (on roof?)
0 votes: Cobb materials
0 votes: Community – internal and open up to neighbors
0 votes: Assign rooftop garden beds to classrooms
0 votes: Stanley Edwards can help with mosaics
APPENDIX B: IMAGES OF THE EXISTING SITE

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

FRONT LANDSCAPE ON 23RD AVENUE, LOOKING NORTH

FRONT LANDSCAPE ON 23RD AVENUE, LOOKING SOUTH

FRONT BUILDING ENTRY WITH BUTTERFLY MURAL
NORTHERN EDGE OF SCHOOLYARD

LIBRARY TERRACE

TREES AND BENCHES BEHIND PLAY STRUCTURE ALONG 22ND AVENUE
VIEW TOWARDS SCHOOL BUILDING ON ROOF GARDEN TERRACE

VIEW SOUTH FROM ROOF GARDEN TERRACE

MURAL WALL ON ROOF GARDEN TERRACE
ALAMO ELEMENTARY SCHOOL
GREEN SCHOOLYARD - PROJECT SUMMARY

2006 PROPOSITION A BOND

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

The 2006 Proposition A Bond program is contributing $150,000 to “green” Alamo Elementary School’s schoolyard. The concept design for this renovation was developed using a participatory design process that included Alamo Elementary School’s principal, teachers, after-school program and parents, assisted by Bay Tree Design.

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.

OVERALL GOALS & OBJECTIVES

Goal #1: Include outdoor classroom space for teaching and integrating nature into the curriculum.

Goal #2: Add multi-level play spaces and reflective areas to increase curiosity and inspire play for all levels of children.

Goal #3: Include native and other low maintenance plants so that the gardens continue to thrive over time.

Goal #4: Maintain needed space to realize California’s physical education goals.

DRAFT MISSION STATEMENT

“Alamo’s mission is to enhance and green our outdoor areas, and to provide choices for all students to play, reflect, discover and investigate their environment.”

The Alamo Green Schoolyard Committee invites you to join this exciting project!
The Alamo Elementary School community began a participatory schoolyard design process in September 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 Alamo Elementary Green Schoolyard Project began with meetings with school staff and family members to discuss the idea of enhancing the schoolyard. Landscape architects Ellen Miramontes and Lisa Howard of Bay Tree Design, Inc. led these meetings in October and November 2010 and presented schoolyard ecology slideshows to open the conversation and brainstorming sessions. The school community used these meetings to articulate their goals for the schoolyard’s future development and created a list of initial project ideas to be incorporated into the yard.

2. SCHOOLYARD RESEARCH

In October 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 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. The student council also compiled a list of favorite and least favorite places.

3. DESIGN WORKSHOP

A group of interested school staff, family members and the after-school program site manager met again in February 2011 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, the Alamo Green Schoolyard Committee, teachers, families and students. The concept plan (above) seeks to illustrate the school’s consensus about the green schoolyard’s general direction and design in the years to come, and describes the intended uses for each area. The school community will select a portion of it 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 XXXXX XX, 2011, and is entered into between XXX LANDSCAPE ARCHITECTS (hereinafter "Consultant") and the San Francisco Unified School District (hereinafter "District").

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

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, the parties agree as follows:

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

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

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

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

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

5. **TERMINATION**

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

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

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

6. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

13. **SEVERABILITY**

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

14. **AGREEMENT MADE IN CALIFORNIA**

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

15. **INDEMNIFICATION**

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

B. With respect to claims arising under Consultant’s general liability coverage, the Consultant shall indemnify and hold harmless the San Francisco Unified School District, 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 its services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **CRIMINAL BACKGROUND CHECKS**

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

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

19. **PROPRIETARY INFORMATION OF DISTRICT**

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

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

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

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

21. **WAIVER**

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

22. **ASSIGNMENT**

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

23. **OWNERSHIP OF THE RESULTS**

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

24. **AUDIT AND INSPECTION OF RECORDS**

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

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

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

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

_________________________________
CONSULTANT

By: ________________________________

_______________________________
Joseph Grazioli
Chief Financial Officer

_______________________________
David Goldin
Chief Facilities Officer

APPROVED AS TO FORM:

BY: ________________________________

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

<table>
<thead>
<tr>
<th>Name of Independent Consultant/Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services performing under the Agreement:</td>
</tr>
<tr>
<td>Schools/Locations where services are being performed:</td>
</tr>
<tr>
<td>Total amount to be paid by the District under this Agreement:</td>
</tr>
<tr>
<td>Term of Agreement:</td>
</tr>
</tbody>
</table>

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

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

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

   - 
   - 
   - 

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

**Certification by Contractor/Consultant**

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

<table>
<thead>
<tr>
<th>Consultant's Signature</th>
<th>Date</th>
<th>Administrator's Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Printed name of Consultant

Printed name of Administrator

David Goldin, Chief Facilities Officer
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.

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

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

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

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

Method A1. Certified DVBE bidder:

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

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

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

Method A2. Non-DVBE bidder:

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

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

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

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

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

Step 2 Other State and Federal Agencies, and Local Organizations

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

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

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

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

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

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

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

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

**WHO:** Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential 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.”

<table>
<thead>
<tr>
<th>U.S. Small Business Administration (SBA)</th>
<th>FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet contact only – see instructions for website navigation</td>
<td>Service-Disabled Veteran-owned businesses in California</td>
</tr>
<tr>
<td>PRONET Database: <a href="http://www.pro-net.sba.gov">http://www.pro-net.sba.gov</a></td>
<td>(Remember to verify each DVBE’s California certification.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)</th>
<th>FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>List of potential DVBE subcontractors</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DGS-PD Office of Small Business and DVBE Certification (OSDC)</th>
<th>FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>707 Third Street, Room 400, West Sacramento, CA 95605</td>
<td>Directory of Certified DVBEs</td>
</tr>
<tr>
<td>Website: <a href="http://www.pd.dgs.ca.gov/smbus">http://www.pd.dgs.ca.gov/smbus</a></td>
<td>Certification Applications</td>
</tr>
<tr>
<td>24-hour automated information &amp; document requests: (916) 322-5060</td>
<td>Certification Information</td>
</tr>
<tr>
<td>Receptionist: (916) 375-4940</td>
<td>Certification Status, Concerns</td>
</tr>
<tr>
<td>Fax: (916) 375-4950</td>
<td></td>
</tr>
</tbody>
</table>

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

Advertisement Format Example

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

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

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

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

Commercially Useful Function Definition

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

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

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

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

- OPTION A – I commit to meeting the full DVBE contract participation requirement.
  Complete STD 840, Section A.
- OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.
  Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- OPTION C – I submit a copy of my firm’s “Notice of Approved DVBE Business Utilization Plan.”

A. Full information must be provided.

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

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

<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>DVBE Contact Name &amp; Reference #</td>
<td>Telephone Number ( )</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:
  Specific Goods and/or Services
  Estimated $ and/or %
  Tier
  $ / %

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>DVBE Contact Name</td>
<td>Telephone Number ( )</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:
  Specific Goods and/or Services
  Estimated $ and/or %
  Tier
  $ / %

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>
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</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>Telephone Number</th>
<th>Contact Name</th>
<th>Date / /</th>
</tr>
</thead>
<tbody>
<tr>
<td>(916) 322-5060</td>
<td>I contacted the Certification Office for a list of California certified DVBEs.</td>
<td></td>
</tr>
<tr>
<td>(916) 375-4940</td>
<td>I searched the Certification Office’s online database to identify California certified DVBEs.</td>
<td></td>
</tr>
</tbody>
</table>

Describe Result

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

<table>
<thead>
<tr>
<th>Internet Address</th>
<th>Date / /</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.pro-net.sba.gov">http://www.pro-net.sba.gov</a></td>
<td>I searched the federal online database for California DVBEs.</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>Organization Name</th>
<th>Contact Name</th>
<th>Date / /</th>
<th>Telephone Number and/or Internet Address</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>( ) <a href="http://www">http://www</a>.</td>
</tr>
</tbody>
</table>

Describe Result

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

Focus Paper Name (list full name)  Contact Name  Telephone Number

Address  Date Ad Published

Trade Paper Name (list full name)  Contact Name  Telephone Number

Address  Date Ad Published

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

Address  Date Ad Published
## ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS


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

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

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

| Street Address, City, State and Zip Code | |
|-----------------------------------------| |

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

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

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

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

| Street Address, City, State and Zip Code | |
|-----------------------------------------| |

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

<table>
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<th>Tier</th>
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OR  ☐ **No**, I am unable to subcontract with the DVBE for the following business reasons:

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| Street Address, City, State and Zip Code | |
|-----------------------------------------| |

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

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

☐ OPTION B: GOOD FAITH EFFORT (GFE)
- STD 840 included with bid
- Designated the GFE Option – Checked the second box
- (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- Confirmed that listed DVBEs are California certified
- Attached copies of the invitations sent to the listed DVBEs
- Invitations included the required contact information
- Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- (Step 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 PHASE¹

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

DESIGN PHASE SUBTOTAL: $____________

CONSTRUCTION PHASE

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

CONSTRUCTION PHASE SUBTOTAL: $____________

< SCHOOL NAME > TOTAL CONTRACT AMOUNT: $____________

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