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

REQUEST FOR QUALIFICATIONS (RFQ)
FOR LANDSCAPE ARCHITECTURAL DESIGN SERVICES
FOR
DR. WILLIAM COBB ELEMENTARY GREEN SCHOOLYARD PROGRAM
2725 California Street
San Francisco, CA 94115

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

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

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

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

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

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

3. Description of Project and Scope of Work

2006 Proposition A Bond funding provides for school building and site improvement which include: Americans with Disability Act (ADA) compliance; health, safety and building

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

4. Description of Landscape Architectural Scope of Services

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

1) Improve narrow planting strip in front of school on California Street.
2) Add new street tree on California Street.
3) Develop the creative play and social gathering area.
4) Improve the outdoor classroom and wildlife habitat garden slope

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 Katherine Bostwick at (831) 331-5871 or kerogers99@gmail.com 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 Dr. William Cobb 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 Dr. William Cobb 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: Dr. William Cobb 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.
Dr. William Cobb Elementary School will use the following selection criteria to evaluate each applicant (100 points maximum):

- Rapport/ability to work with the greening committee and school community (20 points)
- Artistic merit/design approach (20 points)
- Experience in the design of green schoolyards, educational settings and ecological landscape design (20 points)
- Availability (10 points)
- Demonstrated ability to meet budget and schedule (10 points)
- Experience designing outdoor/recreational structures (10 points)
- Adherence to RFQ requirements (10 points)

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

- The full name and address of the firm or team
- The name and phone number of a designated contact person
- A brief description of the firm including a Statement of Purpose. Include a description of typical services to clients of the firm
- List of all credentials, certifications and licenses (including credential, certificate and license numbers). Copies are NOT required and should not be included in the SOQ submission.
- A description of the firm’s professional qualifications and experience, including those of any sub-consultants, in order to clearly demonstrate your ability to successfully furnish the landscape architectural/design services described in this RFQ.
- A discussion of the firm’s understanding of the landscape architectural/design services required for this project and the firm/team’s ability to meet these requirements.
- Provide a reference list of not less than 4 clients of the firm and/or joint venture group. This list should include clients for whom your firm has provided similar architectural design work during the past four years. This reference list should include:
  - the clients’ name, addresses, contact names, telephone numbers,
  - a brief description of each project,
  - project duration (please note whether project completed on schedule)
  - an original budget and schedule, and
  - a final cost and schedule for each referenced project.
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
- Communication of selected Landscape Architectural firm due to Project Manager, 2:00 PM PST 10/5/2011
- 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 Dr. William Cobb 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. Dr. William Cobb 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
DR. WILLIAM L. COBB ELEMENTARY SCHOOL
GREEN SCHOOL YARD PLAN

SAN FRANCISCO UNIFIED SCHOOL DISTRICT
2006 PROPOSITION A BOND
MAY 25, 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

DR. WILLIAM L. COBB ELEMENTARY SCHOOL
Principal Matthew Hartford *
Participating Faculty & Staff
Victoria Bautista *
Katherine Bostwick
Candace Chinn
Lissa Collier
Yvette Fagan *
Anita Green
Robert Henry
Carol Tong *

Participating PTA and Community Members
Karin Merzenich
Vinnie Rogers
Savannah Thomson
Annie Wagner
Brett Wagner

* = Green Schoolyard Committee Member

BAY TREE DESIGN, INC.
Lisa Howard, Principal-in-charge
Sharon Danks, Principal
Ellen Miramontes, Project Manager
Mary Pearsall, 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**

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

In February 2011, the Dr. William L. Cobb 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” Dr. William L. Cobb Elementary School’s schoolyard. The ideas for this renovation were developed using a participatory design process that included Dr. William L. Cobb Elementary School’s principal, teachers, staff, PTO 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.

DR. WILLIAM L. COBB 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 school parent liaison and parents. Over time this schoolyard will flourish because of the supportive principal and dedicated teachers and parents of the Dr. William L. Cobb 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 architect Ellen Miramontes of Bay Tree Design led these meetings and presented schoolyard ecology slide shows to open the conversation and brainstorming sessions. The school community used these meetings to
articulate their goals for the schoolyard’s future development and list ideas for projects to be incorporated into the yard.

Principal Hartford, one teacher, the school parent liaison and five parents attended the PTO kick-off meeting. Six teachers attended two consecutive faculty presentations which occurred during one lunch hour. 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.

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 Cobb’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.

**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. Outdoor science lab (geology, plant life, pond, and natural habitat) (10)
2. Build what teachers want to teach from (9)
3. Quiet reading area – covered for weather (8)
4. Outdoor games painted on ground (8)
5. Comfortable seating area for whole class (8)
6. Mosaics (7)
7. Treehouse (6)
8. Amphitheater seating (6)
9. Multiplication table, Compass Rose, and Human sundial (5)
10. Track (5)
11. Game tables (5)
12. Places to run (5)
13. Energy conservation (visible meters) (5)
14. Nature play activities (interact with green life in safe and sunny garden space) (4)
15. Nibbling garden (4)
16. Kickball, soccer, and field hockey (4)
17. Bike path – learn to ride (safe bike rules) (4)
18. Active play that isn’t ball play (such as spinning tires you stand on) (3)
19. Make pretty and green (native, easy plants) (3)
20. Grass mound to play on (2)
21. In-ground trampoline (2)
22. Water play with stormwater runoff (2)
23. Hopscotch and Jump rope (2)
24. Social aspects – peace pavilion/peace walk (2)
25. Quiet spaces – “chatterboxes” (places protected from balls) (2)
26. Places for 4th and 5th graders to sit – “social seating” (2)
27. Worm composting (1)
28. Digging areas (1)
29. Soft cork paving surface with rope climbing structure (1)
30. Painting outside (like at Drew School) (1)
31. Time-out spot/reflection zone (1)
32. Big slide (0)

**KEY SITE WALK FINDINGS**

Ellen Miramontes of Bay Tree Design, inc. walked the site and talked with the principal and a few teachers 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 talked about 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
EXISTING USES

Dr. William L. Cobb Elementary School is located in the middle of the block between California and Pine Streets north to south and Divisadero and Scott Streets west to east. The school site has a higher elevation along California Street and lower along Pine Street. The school building is two stories high for the northern half of the site facing California Street and has a large, upper schoolyard adjacent to the first floor level on this side. The school building is three stories high for the southern half of the site facing Pine Street and has a lower schoolyard and parking lot adjacent to this ground floor level.

The upper play yard, which is used by Grades 1 through 5 for recess and physical education, is approximately 22,900 square feet in size. The lower play yard, which is currently in the process of being rebuilt with modernization funds, will be used by the kindergarten classes and the Child Development Center preschool. The lower play yard is approximately 3,000 square feet in size. Each schoolyard has one play structure surrounded by open asphalt. The upper yard also has benches along the side, a basketball court and striping for kickball and four-square. Following the modernization work this summer, the lower yard will have a few benches and tables added as well as some narrow planting beds along the southern edge of the play yard.
There is an existing garden space on the slope between the upper play yard and the residential property to the south. This slope was developed into a garden area some time ago by adding wooden retaining walls, steps, long ramps and a deck area beneath a large willow, but does not meet ADA regulations.

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. Students access the yard for recess at times staggered by grade level. Many children enjoy using the play structure and then running around the yard for active ball play. Teachers noted that some children like to gather beneath the play structure on the upper yard for more creative and imaginative play. Here they are protected from the active ball play taking place in the rest of the yard. Older students like to play kickball and use the basketball court at recess. The teachers also noted that the track, basketball court and kickball field are important features for use in physical education.
VEHICLE AND PEDESTRIAN CIRCULATION

Most all car and bus loading occurs along the upper side of the school site on California Street. Some car and bus loading associated with the kindergartners and the Child Development Center preschool will also occur along Pine Street once the modernization process is complete. Following modernization work this summer, the main entry to the school will shift east from the doorway at the northwest corner of the school building to the main entryway gate onto the schoolyard along California Street. Pedestrians will enter this gate into the schoolyard and then continue into the school building through the covered arcade. The entry is shifting due to accessibility constraints at the existing main entry door.

No fire lane is required on the schoolyards although vehicle access onto the upper yard does occur periodically in order to provide parking for school community events such as graduation. Bicycle parking will be added to the upper yard during the modernization work this summer which will also include the construction of a nine-space parking lot at the lower level off of Pine Street.

Morning intake occurs in the upper yard just east of the school building where the basketball court is located. Students enter and exit the upper yard through the covered arcade as well as a doorway on the eastern side of the building which opens onto the yard. Kindergartners will access the lower yard from a terrace located next to their classroom.

The garbage and recycling is proposed to be located in the narrow passageway along the western side of the school building and will be accessed at the upper level from California Street and from Pine Street at the lower level.
SCHOOLYARD ECOLOGY AND INFRASTRUCTURE

Dr. William L. Cobb Elementary School is located about 1 1/4 miles south of the most northern tip of the San Francisco peninsula about midway between the San Francisco Bay to the east and the Pacific Ocean to the west. Built on a sloping hillside, the elevation of the school site changes dramatically from the northern edge to the southern edge.

The schoolyard does not get very windy due to its location in the city as well as the presence of the school building on the western and northern sides of the site which blocks winds from the northwest. The schoolyard is generally sunny although does experience some shade along the eastern side of the building.

Currently, most of the school site is paved. The existing green spaces include the garden slope south of the upper yard, a landscaped slope east of the upper yard along Scott Street and a very narrow planting bed along the front of the school building on California Street. The garden slope was developed approximately 15 years ago and for a period of time was actively cared for and used. This space has not been actively maintained recently and there has been a problem with rodents in this area. With decks which were built very close to the ground so cats cannot access beneath them and untended fruit trees, rats have been attracted to use the area as habitat. The garden area is generally shady and damp. In recent years, teachers have not felt safe bringing their classes into this area due to the rats and general discomfort. One existing hose bib was noted on the site walk within the existing garden area. Six additional, proposed hose bibs are noted on the plan and are likely to be added this summer during the course of modernization work at the request of Principal Hartford.

A few street trees exist along California, Scott and Pine Streets. One street tree is missing in front of the school on California Street. A large palm tree located at the entrance to the upper yard is said to have been planted when the school was built in 1923. The garden slope has one large willow, a few Myoporums and a couple small fruit trees. New trees will be added along the lower yard and in the parking lot this summer as part of the SFUSD modernization work.
OPPORTUNITIES AND CONSTRAINTS AREAS

As shown on the following map, the existing green spaces (shown in the darker green) are areas that can be enhanced. These include: a new street tree on California Street, the narrow planting bed in front of the school on California Street and the garden slope. The darker green planting areas in the lower yard will be landscaped this summer and offer opportunities for future enhancements over time. 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. The orange areas depict the required fall zone around the play structures and outlines of key physical education elements including the track, kickball and basketball court.

The uppermost level of the garden slope will be improved this summer through the construction of concrete retaining walls to replace the existing wooden ones and a small seating amphitheater. These improvements will be limited to only this small area while the remaining area will stay as it exists now. This green schoolyard master plan process offers the opportunity to re-envision how the rest of the area will be used.

PAVED UPPER PLAY YARD
CHILDREN’S FAVORITE AND LEAST FAVORITE PLACES ON THE SCHOOLYARD

A couple of teachers worked with their students to map their favorite and least favorite places on the schoolyard. The map below indicates favorite (green) and least favorite (red) places for one first grade class. The most popular places for these first graders were the play structure and kickball field. The least favorite place was the basketball court because “it’s only for boys” and “you shoot hoops and keep missing.” Some children also disliked the play structure because “the slide shocks you”, “you can’t use the slide when it’s wet” and “I fall from the rings every time.” Others disliked the kickball area because there are “too many balls” and they “don’t like getting hit by balls.”

The fifth graders’ favorite areas were the basketball court and kickball field. They did not like the play structure and the girls felt they had no place to play because it’s too dangerous with the “balls flying everywhere.” The least favorite area was the northeast corner of the schoolyard at California and Scott Streets.

DESCRIPTION OF DESIGN WORKSHOP

Six teachers met in March 2011 to participate in a design workshop organized and facilitated by Ellen Miramontes of Bay Tree Design, inc. During the workshop, attendees worked to combine ideas generated during the project’s kick-off discussions with the site analysis research, to come up with design ideas for the schoolyard. Teachers were not able to remain at the workshop for the full 2 1/2 hours, so they came and went as they were able. Lori Shelton from the SFUSD...
Green Schoolyard Program attended the first part of the workshop to introduce herself and let the community know how she will be working with them in later phases of the process.

After discussing how students use the upper yard now and considering their feedback on their favorite and least favorite places, the teachers debated how to reconfigure the use of the upper yard. During the course of the discussion, it was determined that the basketball court and kickball field should remain where they are. Teachers did note that additional benches should be added in front of the arcade so students would have an alternative to sitting behind the basketball hoop where they are likely to get hit from errant balls. The importance of a running track was also emphasized. Teachers feel strongly that there is a need for a quieter, ball-free play zone and also places where students can sit and socialize in small groups. They considered different parts of the yard to accommodate this type of space and determined that the rectangular area just south of the basketball court would work well. Within this area, they envisioned a labyrinth, a slide, small hills, nature play, playhouses, balancing stumps, an in-ground trampoline, planters and social seating niches. They felt it would be important for this area to be paved with a softer paving material such as cork, or some other material that would be wheelchair accessible, in order to set a different, quieter tone for this space. One teacher noted the opportunity for a playful, unique drinking fountain against the building wall next to this space.

The teachers also underlined the importance of maintaining wide, open areas for active ball play and running. They felt the basketball court would provide this along with the eastern half of the schoolyard beyond the play structure. This way, the general “rowdiness” could be kept mostly in the outer area of the yard. The kickball field would remain where it is and a soccer field would be striped on the pavement north of that. Due to potential conflict of balls between the kickball and soccer fields, a hanging net was suggested to be placed between them.

In regards to the current re-striping plan for the yard, the teachers liked the proposed multiplication table and human sundial/compass rose but felt these could be made smaller and repositioned so they are not in the area envisioned for quieter play. They also liked the four-square courts but felt there should be fewer of these and they should be spaced further apart from one another. They were in favor of the running track winding around the perimeter. In addition they felt strongly that the proposed trash enclosure should be moved away from the main entrance and the play structure to another location on campus. In the proposed location the trash would be unsightly, smelly and prevent the track from going behind the play structure. By moving the trash, it was also suggested that the new bike racks could be moved closer to the main entry along the fence on that side by California Street.

The existing garden slope was also discussed at length. Teachers reiterated their dislike for this area due to the rats, the dampness and shade, and the general unpleasant feel of the space. The only positive observation was made by one teacher who enjoys harvesting apples from a small
tree there with her students. One teacher suggested that the whole slope be made level in order to make it more usable and pleasant. Teachers spoke of the small upper terrace area that will be improved this summer as serving as an outdoor science lab that could have tables to work at, a weather station and a running water element. They mentioned that it would be important to have an electrical outlet in this area to conduct lessons and experiments there. They also thought this area could serve as a quieter nook to be used during recess. Planting the whole slope with native California plants that would attract wildlife and placing observation platforms to overlook the slope was also discussed.

The lower play yard did not receive as much focus since this area is to be re-built this summer as part of the school’s modernization process. Although a few additions were noted including some lower height basketball hoops and a small area devoted as a digging bed that could contain gravel or dirt to dig in.
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 & 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 and parents over the past several months.

Overall Framework The concept plan shows improvements to nearly all of the outdoor spaces at Dr. William L. Cobb School. Most of the improvements take place within the upper play yard although there are also some improvements envisioned for the garden slope and the lower play yard.

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

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

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

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

Community – The schoolyard improvements will require some maintenance and at the same time provide the Cobb 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 AREAS

The areas of the yard described below follow the concept plan in a clockwise direction, beginning with the basketball court and ending with the lower play yard.

Basketball Court – The basketball court would remain in the same location where it is now with the following improvements added to this area:

- A spiral labyrinth, added to the middle of the court, would connect to the outer perimeter track.
- Planter boxes and seating would be added along the entry arcade wall.
- There is an opportunity for the school community to add a mural or other wall art to the east-facing building wall behind the basketball court if they choose.

Entrance Promenade – With this schoolyard gate becoming the main school entry, it is important to highlight a handful of improvements here:

- Location maps, including the State of California, the City of San Francisco and Dr. William L. Cobb Elementary School, would be painted on the ground along this entrance promenade. These ground surface improvements offer a fun and educational way to “dress up” the entry while still keeping the area open for periodic vehicular access such as graduation parking.
- Two benches have been added along the end of the school building as a waiting zone during drop-off and pick-up times as well as for use during recess.
• This east-facing building wall also offers an opportunity for wall art if the community chooses.
• During the green schoolyard master plan process, it was discovered that a large trash enclosure was proposed next to the existing palm tree in this main entry area. The school community feels strongly that the trash should be relocated to another area on campus away from the main entry. Principal Hartford is coordinating with the modernization project manager to ensure the trash enclosure is relocated.

• Play Structure Area – The play structure and rubber matting will remain in their current configuration with the following additions:

  • A pair of small, chatterbox playhouses have been placed on the northeast corner of the rubber mat outside of the fall zone.
  • A meandering path, hopscotch, a small maze and a game configuration could be integrated into the rubber safety surface at some later point.
  • A bench, wrapping around the palm tree planter, provides another entryway seating opportunity as well as a spot to sit during recess that would be more protected from the active ball play areas.
  • With the planned relocation of the trash enclosure, the proposed bike racks have been moved to this side of the yard closer to the entry. In addition, the track may now be routed around the play structure on this side.

Active Ball Play Zone – This eastern half of the upper yard is dedicated to active ball play. The kickball field remains in its location and the following improvements are envisioned:

  • A soccer field has been added to the northeast corner. Between the soccer and kickball fields, a movable net hanging on a wire between two posts would be installed to separate these fields when needed.
  • As discussed earlier in this report, the following changes to the proposed striping plan are indicated on the concept plan: the number of four-square courts have been minimized and they are spaced further apart, the multiplication table and human
sundial/compass rose have been made smaller and relocated, hopscotch has been added and the track route has been altered. Eight laps of the depicted track route, not including the basketball court spiral, equals one mile.

- Three trees have been added along the fence on the California Street side of the yard and another three trees have been added outside the fence along Scott Street. These trees will help to visually enhance the yard, provide greater separation between the yard and the adjacent streets as well as provide a buffer and some absorption of particulate matter pollution coming from the surrounding traffic.

Outdoor Classroom and Wildlife Habitat Garden Slope – As discussed earlier, the narrow uppermost terrace of this garden area is slated for improvement this summer as part of the modernization by SFUSD. The walls will be replaced with concrete, a small seating area will be built and garden beds with irrigation will line one side. The school community hopes that an electrical outlet may be provided with the work that will be completed this summer. In addition to these improvements, the school community envisions the following:

- The entire slope would be planted with California native plants to attract birds, butterflies and insects. Bird houses, bird feeders and insect homes would also be installed.
- Two observation platforms adjoining the top terrace would extend the usable area at this upper level and provide the opportunity for wildlife and plant viewing.
- The areas acting as rat habitat would be removed.

Creative Play and Social Gathering Area – This zone of the upper yard would provide an alternative space for play and gathering that is different from the rest of the yard.

- The area would be physically and visually separated from the basketball court with a curving seatwall. Three deciduous trees planted along the seatwall would provide further separation, soften the feeling of the area, provide shade and visual interest.
- A terraced mound made out of cork, rubber matting or some other material would provide a place to sit and play. One side of the mound would have an extra wide slide down it.
- An in-ground trampoline would also be positioned in the center of this area. The community also desired balancing stumps and open playhouse structures. Although due to the wide safety berth that is required around in-ground trampolines, these could not be accommodated as well. Since an in-ground trampoline is an expensive feature and may
not be provided initially, the stumps and open playhouses could be placed in its place temporarily as low-cost play features.

- The southeast corner would accommodate a gazebo with benches and a game table.
- The southern edge of this area would be lined with planters and benches for social seating.
- All of these improvements would be placed on a softer, wheelchair accessible paving surface such as cork or rubber matting.
- Along the building wall adjacent to this area, the planned drinking fountain is proposed to be a creative and fun element. Alongside this fountain, water painting easels could be placed on the wall next to it.

Lower Play Yard – As this area will be fully improved this summer through modernization work, not as many improvements are envisioned for this yard.

- Lower height basketball hoops have been added along the eastern edge of this yard.
- A digging bed area was added to one of the planters along the southern edge.
- As in the upper yard, the human sundial/compass rose has been made smaller than what is proposed on the re-striping plan.
- A social seating bench and gazebo have been added in the nook at the southeast corner. This area could be used for outdoor reading or small group activities.
- A fruit tree has been added for enjoyment and use in the kindergarten curriculum adjacent to this bench and gazebo.
PRIORITIZATION & PROPOSED PHASING

The Dr. William L. Cobb Elementary School community, Lori Shelton of SFUSD and Ellen Miramontes of Bay Tree Design, inc. met on May 10, 2011 to finalize the concept plan and determine phasing for their green schoolyard. Following are the priorities developed during this meeting:

- **Priority One:**
  - Improve narrow planting strip in front of school on California Street.
  - Add new street tree on California Street.
  - Begin work on the creative play and social gathering area.

- **Priority Two:**
  - Make improvements to the outdoor classroom and wildlife habitat garden slope.

- **Priority Three:**
  - Add proposed trees: three along California Street, three along Scott Street, three by the basketball court, and a fruit tree in the lower yard.
  - Add additional benches: wraparound bench at palm tree, two at entry promenade, two along entry arcade, and social seating nook in lower yard.

The community envisions accessing bond money themselves in order to improve the narrow planting strip in front of the school 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.

They determined that the first priority for the next phase of the bond process would be to begin work on the creative play and social gathering area since they feel it is important to provide this alternative type of play space in contrast to the wide open ball play areas.

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 Dr. William L. Cobb 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 Dr. William L. Cobb Elementary School community has a completed concept plan, it is time to move on to the next phase of the implementation process. The Cobb 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 Cobb 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 Dr. William L. Cobb 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 February 2011. Each of the participants at these meetings received votes to split among the list of choices brainstormed at the meetings. PTO Meeting Votes + Faculty Meeting Votes = Total Votes

**LEARNING – Educational Goals and Curriculum Connection to the Schoolyard**

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>5 + 5 = 10</td>
<td>Outdoor science lab (geology, plant life, pond, natural habitat)</td>
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<tr>
<td>7 + 2 = 9</td>
<td>Build what teachers want to teach from</td>
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<tr>
<td>6 + 2 = 8</td>
<td>Quiet reading area – covered for weather</td>
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<tr>
<td>2 + 3 = 5</td>
<td>Multiplication table, Compass Rose, Human sundial</td>
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**NATURE – Schoolyard Ecology**

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<tr>
<th>Votes</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>3 + 1 = 4</td>
<td>Nature play activities (interact with green life in safe, sunny garden space)</td>
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<tr>
<td>3 + 1 = 4</td>
<td>Nibbling garden</td>
</tr>
<tr>
<td>0 + 2 = 2</td>
<td>Grass mound to play on</td>
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<tr>
<td>1 + 0 = 1</td>
<td>Worm composting</td>
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**PLAY – Schoolyard Recreation**

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<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 + 3 = 8</td>
<td>Outdoor games painted on ground</td>
</tr>
<tr>
<td>5 + 1 = 6</td>
<td>Treehouse</td>
</tr>
<tr>
<td>4 + 1 = 5</td>
<td>Track</td>
</tr>
<tr>
<td>4 + 1 = 5</td>
<td>Game tables</td>
</tr>
<tr>
<td>0 + 5 = 5</td>
<td>Places to run</td>
</tr>
<tr>
<td>3 + 1 = 4</td>
<td>Kickball, soccer, field hockey</td>
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<tr>
<td>2 + 2 = 4</td>
<td>Bike path – learn to ride (safe bike rules)</td>
</tr>
<tr>
<td>2 + 1 = 3</td>
<td>Active play that isn’t ball play (such as spinning tires you stand on)</td>
</tr>
<tr>
<td>1 + 1 = 2</td>
<td>In-ground trampoline</td>
</tr>
<tr>
<td>1 + 1 = 2</td>
<td>Water play with stormwater runoff</td>
</tr>
<tr>
<td>1 + 1 = 2</td>
<td>Hopscotch, Jump rope</td>
</tr>
<tr>
<td>0 + 1 = 1</td>
<td>Digging areas</td>
</tr>
<tr>
<td>0 + 0 = 0</td>
<td>Big Slide</td>
</tr>
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**COMFORT - Schoolyard Comfort, Microclimates and Seating**

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<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 + 2 = 8</td>
<td>Comfortable seating area for whole class</td>
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<tr>
<td>3 + 3 = 6</td>
<td>Amphitheater seating</td>
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<tr>
<td>2 + 0 = 2</td>
<td>Social aspects – peace pavilion/peace walk</td>
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<tr>
<td>1 + 1 = 2</td>
<td>Quiet spaces – “chatterboxes” (places protected from balls)</td>
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<tr>
<td>1 + 1 = 2</td>
<td>Places for 4th and 5th graders to sit – “social seating”</td>
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<tr>
<td>0 + 1 = 1</td>
<td>Soft cork material paving surface with rope climbing structure</td>
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### BEAUTY – Schoolyard Aesthetics

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<tr>
<th>Votes</th>
<th>Description</th>
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<tbody>
<tr>
<td>4 + 3 = 7</td>
<td>Mosaics</td>
</tr>
<tr>
<td>3 + 0 = 3</td>
<td>Make pretty and green (native, easy plants)</td>
</tr>
<tr>
<td>1 + 0 = 1</td>
<td>Painting outside (like at Drew School)</td>
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</table>

### PROGRAM IDEAS

<table>
<thead>
<tr>
<th>Votes</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 + 2 = 5</td>
<td>Energy conservation (visible meters)</td>
</tr>
<tr>
<td>1 + 0 = 1</td>
<td>Time-out spot/Reflection zone</td>
</tr>
</tbody>
</table>
**SUMMARY – DR. WILLIAM L. COBB 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 February 2011. 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 PTO meeting are listed in **black (#)**; votes from the faculty meetings appear in **blue (#)**.

As you work in your groups this afternoon, please try to place **all of the items that received at least 5 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.

<table>
<thead>
<tr>
<th>Votes</th>
<th>Idea</th>
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<tr>
<td>10</td>
<td>Outdoor science lab (geology, plant life, pond, natural habitat) (5) (5)</td>
</tr>
<tr>
<td>9</td>
<td>Build what teachers want to teach from (7) (2)</td>
</tr>
<tr>
<td>8</td>
<td>Quiet reading area – covered for weather (6) (2)</td>
</tr>
<tr>
<td>8</td>
<td>Outdoor games painted on ground (5) (3)</td>
</tr>
<tr>
<td>8</td>
<td>Comfortable seating area for whole class (6) (2)</td>
</tr>
<tr>
<td>7</td>
<td>Mosaics (4) (3)</td>
</tr>
<tr>
<td>6</td>
<td>Treehouse (5) (1)</td>
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<tr>
<td>6</td>
<td>Amphitheater seating (3) (3)</td>
</tr>
<tr>
<td>5</td>
<td>Multiplication table, Compass Rose, Human sundial (2) (3)</td>
</tr>
<tr>
<td>5</td>
<td>Track (4) (1)</td>
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<tr>
<td>5</td>
<td>Game tables (4) (1)</td>
</tr>
<tr>
<td>5</td>
<td>Places to run (5)</td>
</tr>
<tr>
<td>5</td>
<td>Energy conservation (visible meters) (3) (2)</td>
</tr>
<tr>
<td>4</td>
<td>Nature play activities (interact with green life in safe, sunny garden space) (3) (1)</td>
</tr>
<tr>
<td>4</td>
<td>Nibbling garden (3) (1)</td>
</tr>
<tr>
<td>4</td>
<td>Kickball, soccer, field hockey (3) (1)</td>
</tr>
<tr>
<td>4</td>
<td>Bike path – learn to ride (safe bike rules) (2) (2)</td>
</tr>
<tr>
<td>3</td>
<td>Active play that isn’t ball play (such as spinning tires you stand on) (2) (1)</td>
</tr>
<tr>
<td>3</td>
<td>Make pretty and green (native, easy plants) (3)</td>
</tr>
<tr>
<td>2</td>
<td>Grass mound to play on (2)</td>
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<tr>
<td>2</td>
<td>In-ground trampoline (1)</td>
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<td>2</td>
<td>Water play with stormwater runoff (1) (1)</td>
</tr>
<tr>
<td>2</td>
<td>Hopscotch, Jumprope (1)</td>
</tr>
<tr>
<td>2</td>
<td>Social aspects – peace pavilion/peace walk (2)</td>
</tr>
<tr>
<td>3</td>
<td>Quiet spaces – “chatterboxes” (places protected from balls) (1) (1)</td>
</tr>
<tr>
<td>2</td>
<td>Places for 4th and 5th graders to sit – “social seating” (1) (1)</td>
</tr>
<tr>
<td>1</td>
<td>Worm composting (1)</td>
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<tr>
<td>1</td>
<td>Digging areas (1)</td>
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<tr>
<td>1</td>
<td>Soft cork material paving surface with rope climbing structure (1)</td>
</tr>
<tr>
<td>1</td>
<td>Painting outside (like at Drew School) (1)</td>
</tr>
</tbody>
</table>
1 vote: Time-out spot/Reflection zone (1)
0 votes: Big Slide
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.

EXISTING MAIN ENTRY DOOR ON CALIFORNIA STREET AND NARROW PLANTER

ENTRY WILL SHIFT TO THIS GATE LEADING ONTO SCHOOLYARD; SPOT FOR A NEW STREET TREE ALONG SIDEWALK

PALM TREE PLANTED IN 1923 WHEN BUILDING ORIGINALLY CONSTRUCTED
COVERED ARCADE WHICH WILL BE ENCLOSED AND BECOME THE MAIN ENTRY INTO THE BUILDING

BASKETBALL COURT AND COVERED ARCADE

UPPER PLAY YARD, LOOKING SOUTH TOWARDS LOWER PLAY YARD
UPPER PLAY YARD, LOOKING TOWARDS KICKBALL FIELD TO THE EAST

PLAY STRUCTURE IN UPPER PLAY YARD

LOOKING DOWN TO LOWER PLAY YARD AND PARKING LOT WHILE UNDER CONSTRUCTION
VIEW FROM SCOTT STREET ONTO KICKBALL FIELD AND SCHOOL BUILDING BEHIND

ENTRY TO EXISTING GARDEN SLOPE

EXISTING GARDEN SLOPE; WILLOW TREE IN BACKGROUND
In February 2011, the Dr. William L. Cobb 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" Dr. William L. Cobb Elementary School’s schoolyard. The concept design for this renovation was developed using a participatory design process that included Dr. William L. Cobb Elementary School’s principal, teachers, 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.

"Whatever landscape a child is exposed to...that will be the sort of gauze through which he or she will see all the world.”
- Wallace Stegner

The Dr. William L. Cobb Green Schoolyard Committee invites you to join this exciting project!

Historical photos of Dr. William L. Cobb playground - 1970's
The Dr. William L. Cobb Elementary School community began a participatory schoolyard design process in February 2011 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 Dr. William L. Cobb Elementary Green Schoolyard Project began with meetings with school staff and family members to discuss the idea of enhancing the schoolyard. Landscape architect Ellen Miramontes of Bay Tree Design, inc. led these meetings in February 2011 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 February 2011, 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. Teachers worked with their students to map their favorite and least favorite places on the schoolyard.

3. DESIGN WORKSHOP

A group of interested school staff met again in March 2011 to participate in a design workshop organized by Bay Tree Design. At the workshop, the participants worked to create a site design for the school grounds. The participants developed their concepts based on the earlier site research and the goals and design ideas that sprang from the kick-off meetings.

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, teachers, and the Dr. William L. Cobb Green Schoolyard Committee. 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.
SFUSD CONTRACT
XXXXX
AGREEMENT BETWEEN SAN FRANCISCO UNIFIED SCHOOL DISTRICT
AND
XXX LANDSCAPE ARCHITECTS

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

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

5. **TERMINATION**

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

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

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

6. **INDEPENDENT CONTRACTOR**

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

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

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

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

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

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

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

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

13. **SEVERABILITY**

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

14. **AGREEMENT MADE IN CALIFORNIA**

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

15. **INDEMNIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **CRIMINAL BACKGROUND CHECKS**

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

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

19. **PROPRIETARY INFORMATION OF DISTRICT**

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

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

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

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

21. **WAIVER**

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

22. **ASSIGNMENT**

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

23. **OWNERSHIP OF THE RESULTS**

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

24. **AUDIT AND INSPECTION OF RECORDS**

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

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

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

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

Resolution #: **XXX-XXXXX**

_________________________________   SAN FRANCISCO UNIFIED SCHOOL DISTRICT

CONSULTANT

By:_______________________________ Joseph Grazioli
    Chief Financial Officer

___________________________________
    David Goldin
    Chief Facilities Officer

APPROVED AS TO FORM:

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

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

**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):

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**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.

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**Certification by Contractor/Consultant**

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

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

<table>
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<tr>
<th>Printed name of Consultant</th>
<th>Printed name of Administrator</th>
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</table>
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.

<table>
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<tr>
<th>To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:</th>
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<tr>
<td><strong>Option A - Commitment to full DVBE participation</strong> - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.</td>
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<tr>
<td><strong>Option B - Good Faith Effort</strong> - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.</td>
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<tr>
<td><strong>Option C - Business Utilization Plan</strong> - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.</td>
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PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.
OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

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

Method A1. Certified DVBE bidder:

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

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

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

Method A2. Non-DVBE bidder:

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

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

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

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

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

Step 2 Other State and Federal Agencies, and Local Organizations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Advertisement Format Example

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

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.

#### BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT

**AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION**

<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>
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<tbody>
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</table>

#### AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION

<table>
<thead>
<tr>
<th>DVBE Contact Name &amp; Reference #</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail (if available)</th>
</tr>
</thead>
<tbody>
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</table>

**Street Address, City, State and Zip Code**

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

- **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>
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</tbody>
</table>

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

**Street Address, City, State and Zip Code**

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

- **Specific Goods and/or Services**
- Estimated $ and/or %
- Tier

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

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**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>Date</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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</table>

Describe Result

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

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

Describe Result

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Organization Name</th>
<th>Contact Name</th>
<th>Telephone Number and/or Internet Address</th>
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</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).**

<table>
<thead>
<tr>
<th>Focus Paper Name (list full name)</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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Address Date Ad Published

<table>
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<tr>
<th>Trade Paper Name (list full name)</th>
<th>Contact Name</th>
<th>Telephone Number</th>
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Address Date Ad Published

☐ I certify the ad was placed to reach both trade and focus audiences through this one publication.
### 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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<th>DVBE Company Name</th>
<th>Telephone Number</th>
<th>Fax Number</th>
<th>E-mail (if available)</th>
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</table>

Street Address, City, State and Zip Code

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

   - Specific Goods and/or Services: [details]
   - Estimated $ and/or %: $ [value] / [value]
   - Tier: [value]

OR

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

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

Street Address, City, State and Zip Code

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

   - Specific Goods and/or Services: [details]
   - Estimated $ and/or %: $ [value] / [value]
   - Tier: [value]

OR

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

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<tr>
<th>Date Contacted</th>
<th>DVBE Company Name</th>
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<th>Fax Number</th>
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</table>

Street Address, City, State and Zip Code

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

   - Specific Goods and/or Services: [details]
   - Estimated $ and/or %: $ [value] / [value]
   - Tier: [value]

OR

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

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<th>Date Contacted</th>
<th>DVBE Company Name</th>
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</table>

Street Address, City, State and Zip Code

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

   - Specific Goods and/or Services: [details]
   - Estimated $ and/or %: $ [value] / [value]
   - Tier: [value]

OR

8. **No**, I am unable to subcontract with the DVBE for the following business reasons:
<table>
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<tr>
<th>Date Contacted</th>
<th>DVBE Company Name</th>
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<td>DVBE Contact Name</td>
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<td>Telephone Number</td>
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<td>E-mail (if available)</td>
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<td></td>
<td>Street Address, City, State and Zip Code</td>
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</tbody>
</table>

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

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

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

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

<table>
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<th>Specific Goods and/or Services</th>
<th>Estimated $ and/or %</th>
<th>Tier</th>
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**OR**

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

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

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

### OPTION C: BUSINESS UTILIZATION PLAN (BUP)
- Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
- STD 840 included with bid
- Designated the BUP Option – Checked the third box
- Attached a copy of the BUP Approval letter from DGS-PD
FEE PROPOSAL TEMPLATE

School Name: ________________________________Greening Project

DESIGN PHASE

• Schematic Design: $________________
• Design Development: $________________
• Construction Documents: $________________

DESIGN PHASE SUBTOTAL: $________________

CONSTRUCTION PHASE

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

CONSTRUCTION PHASE SUBTOTAL: $________________

<SCHOOL NAME> TOTAL CONTRACT AMOUNT: $________________

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