SECTION 2A-1
DCP DESIGN CRITERIA

PART 1 GENERAL

1.1 GOALS AND OBJECTIVES

A. It is the intent of the School Board of Broward County (SBBC), Florida to award (_____) contract(s) to pre-qualified ( ) firm(s) for all services, materials and labor necessary for the design and construction of a ( ) , (with fixed limit of construction cost of $..... for (design) and/or (construction). Projects that include Federal funding and shall comply with Davis Bacon Act.

Projects will entail the design (including all applicable engineering) and construction as follows:

(Project No. P.) to include:

1.2 THE DCP FORMAT

A. The Improvements (also known as the Project) shall be carried out by SBBC by a process known as Design/Build (D/B). D/B Proposer's Bid on the Project shall include both a complete, full service Professional Design Team, as well as a Professional General Building Contractor for the Project.

B. The Project shall be completed in compliance with documentation published by SBBC, known as the Design Criteria Package [DCP] Documents, including the SBBC Educational Specifications.

C. D/B Proposer's Bid shall comply with all the requirements as contained in Volume 1 of DCP Documents, and the RFP to Bid as published by SBBC. The successful Proposer shall enter into a Design/Build Contract as shown in Volume 1 of these DCP Documents, and shall be known as the Design/Builder [D/B].

D. Upon Award of the Project by SBBC, the D/B's Design Team shall prepare full Phase I through Phase III 100% Contract Documents, in compliance with the DCP Documents. The DCP Documents are not Construction Documents themselves; rather, they describe the standards of quality to be met for the project. The DCP Documents shall consist of the following: Volume 1 – Proposal and Contract Requirements, Volume 2 – Design Criteria and Program, Volume 3 – Design and Material Standards. Volume 3, Design and Material Standards, which are a set of minimum guidelines for the Architect of Record to utilize. Alternative systems; regarding major building components shall be submitted to SBBC Design Services for review and consideration prior to proposal submittal and may be subject to denial.

E. It is the intention of SBBC's DCP and Design and Material Standards Documents to generally describe design and construction requirements, while allowing for and promoting design excellence, innovation, and flexibility and construction efficiency by the D/B under the contract.

F. The D/B's Design Team shall consist of an Architect, registered in the State of Florida, to serve as Architect of Record, and Professional Engineers, similarly registered, to perform Civil, Structural, Mechanical, Electrical, Plumbing, Landscape, Irrigation and Fire Protection engineering design services. The Design Team shall also consist of various Specialist Consultants, as required, such as (but not limited to) Landscape Architects, Interior Designers, Acoustic, Food Service and Environmental designers.

G. All Specialist Consultants shall possess professional registrations and/or certifications as required by Law in the State of Florida and these DCP Documents.

H. The D/B's General Building Contractor shall be licensed in the State of Florida, and shall serve as the General Contractor for the project. The General Contractor shall retain Specialist Sub-Contractors as required for the Project. All Sub-Contractors shall possess professional licensees as required by the State of Florida and these DCP Documents.

1.3 GOVERNMENTAL AGENCY COORDINATION AND REVIEWS

A. It shall be the responsibility of the D/B to determine all those agencies, other than SBBC, who have jurisdiction over the Project, and any and all requirements those agencies shall have for accomplishing the Project. The D/B shall comply with all said requirements, including all submittals, documentation, all permits and agency fees, and reviews by each agency, as applicable. The D/B shall meet and cooperate with officials of the above agencies as needed to expedite the approval process. These approvals may include, but are not limited to, code compliance, environmental and natural resource protection, water and sewer, electrical and gas utility, telephone utility, and cable television utility requirements, concurrency approvals, dry run permitting, and health department permitting, site permits, South Florida Water Management District permit modifications, approvals and BC Environmental Protection and Growth Management, etc. The D/B's responsibility extends throughout the entire design and construction process, up to and including final approvals and completion. The D/B shall keep SBBC fully informed of status of any and all such outside agency permits and applications for approvals required at all times.

B. Following completion of construction and final approvals, the D/B shall verify and graphically document the record (as-built) condition of all improvements, for a new construction, as required by agencies having jurisdiction. The D/B shall prepare Record (as-built Documentation as required by the above agencies. Upon completion, included in the close-out documents, the D/B shall submit to SBBC Design Services a complete copy of all "as-built" drawings on a compact disk (CD). This is mandatory and shall delay the release of retainage.

1.4 VARIANCE TO DOCUMENTS

A. Variances or conflicts between different Sections of these DCP Documents shall be resolved as provided for shown in Volume 1 of these DCP Documents.

1.5 REFERENCED AND APPLICABLE CODES AND DOCUMENTS

A. It shall be the responsibility of the D/B to research all applicable Codes, Standards, and Requirements applicable to the Project, including all applicable Revisions and Amendments to such Codes, Standards, and Requirements, whether listed in these DCP Documents or not. The final Contract Documents shall comply with all Codes, Standards, and Requirements applicable to the project, as required by these DCP Documents and all agencies having jurisdiction. The Contract Documents submitted shall also comply with all applicable local, state, and federal regulations and laws current at the time of approval. Compliance with the requirements of the DCP Documents, including any reference contained therein to any Code, Standard, or Requirement, is considered a necessary (required) attribute of the Contract Documents, but not in itself sufficient to fulfill all legal or contractual requirements of the Project.

B. When a specific Code, Section, Paragraph, etc. is cited in the DCP Documents, it shall not be to the exclusion of any other Code, Section, Paragraph, etc., or any other specific requirement within that Code or the DCP Documents. Code references contained in the DCP Documents are for informational purposes only to assist the D/B's own required Code research.

1.6 SUBSTITUTION OF DCP MATERIAL STANDARDS SPECIFICATIONS / SUBMITTALS

A. "Substitution" of DCP Document Material Standards Specifications by the D/B shall be as provided for in Volume 1 of these DCP Documents, Substitution Procedures (Vol Sect. 01630).

1.7 REVISIONS TO DRAWINGS / SUBMITTALS

A. Revisions to drawings included in the Contract Documents after these have been approved shall be as shown in Volume 1 of these DCP Documents and DCP Criteria and with the prior written consent of the SBBC.

1.8 SUBMITTALS / DELIVERABLES / APPROVALS / SCHEDULE

A. Refer to Volume 1 of these DCP Documents, Specifications Division 0, Request for Proposal 00100, Professional Services Agreement, Section 00500, Standard Form Of Agreement. Refer also to other portions of Volume 1, Section 00700, General Conditions of The Contract for Construction. Also, refer to Volume 2 of these DCP Documents for additional requirements.

1.9 GRAPHIC REPRESENTATIONS (QUANTITIES, SQUARE FOOTAGES, PERCENTAGES, ETC.)

A. Refer to Volume 1 of these DCP Documents, Specifications Division 0, Document 00100 for graphic representation requirements for all submittals.

1.10 MAXIMUM OR MINIMUM REQUIREMENTS AND MATERIALS / EQUIPMENT

A. Wherever quantities, minimum or maximum requirements, or the like, are noted in these DCP Documents, they shall be deemed necessary requirements for the Contract Documents, but not in themselves sufficient to fulfill the legal and/or functional requirements of the Contract Documents. It is the responsibility of the D/B to meet all requirements of applicable Codes, agencies having jurisdiction, field tests or studies, product manufacturers' advice and/or published literature, product warranties, and good design practice as may be related to said requirements. In all cases, after consideration of all of the above requirements, the most stringent requirement or standard shall be the required minimum or maximum. Where materials or equipment are required by these DCP Documents, it shall not be to the exclusion of other materials or requirements as dictated by the above agencies, tests or studies, manufacturers, or good design practice. In event of conflict between these DCP Documents and any other requirement or standard as listed above, the D/B shall notify the DCP in writing prior to continuing with that portion of the design or construction, allowing sufficient notice time to avoid any delays in the project.

1.11 REFERENCES TO OWNER, PROJECT ARCHITECT, CONTRACTOR, AND RULE 6A-2

A. References in these DCP Documents to the "Owner" shall mean SBBC. References to the "Project Architect" or "A/E" shall mean the DCP. References to the "Contractor" shall mean the D/B. References to "Rule 6A-2" or "6A-2" shall mean the 1999 edition of the State Requirements for Educational Facilities [SREF], Volume 1, published by the Florida Department of Education.

1.12 MAINTENANCE AND ACCESSIBILITY

A. The D/B shall give extra consideration to the process involved in maintenance of the facility, and components within the facility. The D/B shall investigate and become familiar with the maintenance requirements for the facility and its components, including how maintenance personnel perform their duties relative to a given component or situation. Factors to be considered include ease of access, required clearance for service, routes for maintenance, travel distances required of maintenance personnel, and efficient location and distribution of maintenance facilities.

B. The D/B shall graphically show required clearance for furniture, fixtures, and equipment (including required installation clearances and routes) as part of the design submittals required in Volume 1 of these DCP Documents.

1.13 HURRICANE PROTECTION REQUIREMENTS

A. It is required that all products and materials selected for the building envelope (all exterior walls, doors, windows and glazing, and roof, which enclose climate controlled space) and roof top equipment comply with the requirements of the FBC 2007 and related sections referenced in the DCP Documents. Special consideration shall be given to portions of the building(s) housing the EHPA, in accordance to FBC 423.25.

B. Installation of products and materials referenced above, including all substrates, fasteners, sealants, and hardware, shall also strictly comply with the requirements of the Metro-Dade Product Control approval / testing data / SBBC requirements for the given product or material.

C. In addition to the building envelope D/B shall give extra consideration to the protection of portions of the building especially susceptible to wind and/or water damage, such as unenclosed structures, canopies, overhangs, mechanical/electrical equipment, vents, fans, etc. The design of such structures shall also include provisions to limit damage that could result in the creation of windborne debris.

1.14 NOTICE REGARDING SBBC PROVIDED DOCUMENTS' "FOR INFORMATION ONLY" STATUS

A. Bidders/Design Builders are hereby notified that certain documents, provided to Bidders by Broward County Public Schools (SBBC), either with or attached to the Design Criteria Professional (DCP) Documents, or separately, whether or not listed in the DCP Documents Table(s) of Contents, are issued "FOR INFORMATION ONLY" and as such are NOT PART OF THE DCP, BID, OR CONTRACT DOCUMENTS for the subject projects.

B. Documents issued "FOR INFORMATION ONLY" are provided by SBBC as a courtesy to assist the Bidders/Design Builder in Bidder/Design Builders' own research and data collection process. Provision of such Documents by SBBC notwithstanding, the Bidder/Design Builder retains full and sole responsibility to become familiar with the subject projects, the project sites, and investigate and document all existing conditions therein.

C. Preference documents, provided by SBBC which are to be classified as "FOR INFORMATION ONLY" are indicated as exhibits within Volume 1.

D. Additional undetermined Documents, when identified by SBBC as being "FOR INFORMATION ONLY" may be issued in the future by SBBC from time to time to assist the Bidder/Design Builder.

E. Due to the fact that many of the above documents were/are not produced by SBBC, SBBC cannot in any way confirm the accuracy or completeness of same. Bidder/Design Builder shall field verify any and all project existing conditions prior to bid. Discovery of unforeseen but readily apparent existing conditions not listed in the above documents, following contract award, shall not be grounds for D/B Request for Change Order. For purposes of this item, "readily apparent" existing conditions are defined to be all existing conditions shown on SBBC provided Documents, including Documents issued as "FOR INFORMATION ONLY", all existing conditions shown/described on publicly available documents owned by an applicable public utility or Government agency, and/or all conditions visible/detectable on-site without extensive excavation or large scale removal of permanent construction.

1.15 NOTICE REGARDING POTENTIAL COORDINATION, CROSS REFERENCING, AND / OR TYPOGRAPHICAL ERRORS

A. Schools Board of Broward County (SBBC) and the Design Criteria Professional (DCP) have endeavored to provide documents that are accurate, complete, coordinated and fully cross-referenced. However, due to the volume of documents provided, and the number of authors/sources for same, the occurrence of some minor errors is considered unavoidable.

B. Bidders/Design Builders are hereby notified that the occurrence of errors in coordination, cross referencing, and/or typographical errors in these DCP Documents shall have NO MATERIAL EFFECT WHATSOEVER on the content or intent of these DCP Documents.

C. In the event a potential coordination, cross referencing, or typographical error is discovered by the Design/Build Proposer or his sub-consultants, the Design/Build Proposer is directed to immediately notify SBBC in writing, accompanied by a request for clarification. SBBC shall have the sole right to correct, explain and/or interpret any such error to provide such clarification. Provided it is issued according to the schedule requirements of the DCP Documents, such correction, explanation, and/or interpretation shall have NO MATERIAL EFFECT WHATSOEVER on the content or intent of these DCP Documents, and shall not be considered grounds, in and of themselves, for modification of the Contract Time or Amount.

D. The exclusion of a given cross-reference in regards to a provision of these DCP Documents does not imply that the two such items are unrelated, regardless of any similar inclusion of such cross-references in other instances or locations within the DCP Documents. Such cross-references are included as a courtesy to the Bidder/Design Builder. The Bidder/Design Builder retains full and sole responsibility to identify all related portions of the work, and the requirements therefore.

END OF SECTION