

**Construction Contract
Project Manual
for the**

**NON-TECHNICAL SPECIFICATION
SECTIONS OF DIVISION ONE**

LEVELS 4 & 5

**(Level 4 - \$200,000 - \$500,000)
(Level 5 – Over \$500,000)**

Revised June 2023
(All previous revisions are obsolete)

STATE OF FLORIDA

DEPARTMENT OF MILITARY AFFAIRS
2305 STATE ROAD 207
St. Augustine, Florida 32086

INTRODUCTION TO ARCHITECT-ENGINEER

The following Non-Technical Specifications are part of the bidding and contract process for construction of projects over \$200,000. These documents are designed to (i) ensure compliance with applicable laws, (ii) protect the State's interests, and (iii) make the contracting process easier for all parties. *Please check with this office to ensure that you have the most current version*

The documents are divided into two parts, the first part includes instructions and forms that may be customized by the Architect-Engineer. The second part which is in .pdf format is not to be altered or revised. Part 1 and Part 2 must be included as part of the Technical Specifications in their entirety.

Part 1 – Portions of this section may be customized by the Architect-Engineer as needed.

- a. Architect-Engineer Checklist – Verify that all items on this checklist have been completed.
- b. Cover Sheet - ***This form may be customized but must be completed and included in the Technical Specifications.***
- c. Supplementary Terms and Conditions – ***This form MUST be completed and included in the Technical Specifications as it contains vital information pertaining to bid project.***
- d. Notice to Bidder Instructions – Please include this notice in the specifications.
- e. Advertisement To Bid Form – This form is prepared by the DMA Contract Manager.
- f. Bidder Proposal Letter – This form is prepared by the DMA Contract Manager.

Part 2 – General Terms and Conditions and Standardized Forms - (PDF files) - ***This section MUST be included in the Technical Specifications.***

- a. General Terms and Conditions
- b. Agreement Between Contractor and Owner (Exhibit 1)
- c. Performance and Labor and Material Bonds (Exhibits 2 & 3)
- d. Owner's Certificate of Partial Payment (Exhibit 4)
- e. Contractor's Affidavit of Contract Completion (Exhibit 5)
- f. Contractor's Status Report Of Minority & Disabled Veteran's Business Enterprise (Exhibit 6)

ARCHITECT/ENGINEER'S CHECKLIST FOR OBTAINING CONSTRUCTION BIDS

INITIALS	ITEM
_____	ADVERTISEMENT FOR BIDS – Advertisements for bids will be managed by Department of Military Affairs (DMA) or by a Construction Manager in accordance with the terms of its Agreement with DMA.
_____	COVER SHEET – (included in this document) Fill in all blanks. The Cover Sheet must be part of the bound specifications along with the Supplementary Terms and Conditions and the General Terms and Conditions.
_____	SUPPLEMENTARY TERMS AND CONDITIONS - This document must be modified to fit job conditions. Each page shall be initialed and dated by the principal in charge for the Architect/Engineer firm. All Supplementary Terms and Conditions must be approved by the Project Manager before distribution to bidders and must be included in the bound technical specifications. • This document MUST be completed and included in the technical specifications and shall provide the number of days to substantial completion, the amount of liquidated damages, and shall explain any non-typical, non-technical items which, in the opinion of the Architect/Engineer, will require written clarification or instruction. If any of the General Terms and Conditions included on this document will not be applicable, they should be modified or deleted (except Item #1). A sample Supplementary Terms and Conditions form is provided herein. • Additionally, this form contains language regarding the Davis-Bacon requirements (federal funding). The Architect/Engineer should consult with the Project Manager to identify whether these provisions should be included.
_____	SPECIFICATIONS - The cover of the specification shall be signed, sealed and dated by the principle-in-charge representing the firm under contract with the Department of Military Affairs. Each technical Table of Contents page shall be signed, sealed and dated by each professional who has any work referenced thereon. The above referenced Non-Technical Specifications Supplemental and General Terms and Conditions must be included in the front of the Technical Specifications.
_____	PLANS - The cover sheet shall be signed, sealed and dated by the principal-in-charge representing the firm under contract with the Department of Military Affairs. Each plan sheet shall be signed, sealed and dated by each professional who did any work on that sheet.
_____	ADDENDA - This document should also be modified to fit job conditions. The cover page of each addendum shall be signed, sealed and dated by the principal in charge of the Architect/Engineer. <u>All addenda must be approved by the Project Manager before distribution to bidders. Addenda must be in document format and not an e-mail unless included as an attached document.</u>
_____	PROPOSAL FORM and LIST OF SUBCONTRACTORS- This form will be prepared and provided to the DMA Contract Manager and should be updated by putting in actual Alternate Numbers, giving a brief description of each and noting whether to add or deduct alternates. Omit mention of alternates entirely if there are none. Unit prices are to be used only if unit prices are applicable and approved by the Project Manager. Architect/Engineer shall tailor unit prices in Proposal as required by project needs and amplify unit price requirements in Section 1 and Technical Specifications. The Subcontractors list should include only the types of major subcontractors applicable to this job. Architect-Engineer, with Project Manager's approval, shall insert applicable subcontract designations limited to those which require State Licensing by subcontractor discipline pursuant to Florida Statute Chapter 489 (i.e. Sheet Metal, Roofing, Mechanical, Pool, Plumbing, Electrical, and Fire Alarm). No other subcontract designation shall be included without the expressed consent of the Project Manager. This form may be obtained from the from the Contract Manager.

Please return this Checklist to the Project Manager after each item is completed and initialed by the Architect-Engineer.

(USE COVER SHEET)

PROJECT NUMBER: 225164
PROJECT NAME: CAMP BLANDING JOINT TRAINING CENTER
PRIMARY POWER DISTRIBUTION UPGRADE
5629 STATE ROAD 16 WEST, STARKE, FL 32922

TO BE CONSTRUCTED FOR:

Department of Military Affairs
82 Marine Street
St. Augustine, FL 32084

CONTRACT ADMINISTERED BY

Department of Military Affairs
Construction and Facility Management Office
2305 State Road 207
St. Augustine, Florida, 32033

PROJECT DESIGNED BY JEFF COLLINS (CBJTC DPW)

SUPPLEMENTARY TERMS AND CONDITIONS

June 25, 2026

Project Number: 225164

Project Name and Location: Camp Blanding Primary Power Distribution Power Upgrade, 5629 State Road 16 West, Starke, FL 32922

OWNER: Florida Department of Military Affairs

Project Designed By: Jeff Collins (CBJTC DPW)

This document forms an integral part of the Request for Proposal Documents and the Contract Documents. The receipt of this document must be acknowledged in the space provided on your Proposal. This General Terms and Conditions are hereby modified as follows:

1. **SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES:** Section C-7 is amended in part as follows: **This Project is to be substantially complete within -150- calendar days after the date of the Notice to Proceed.** This date may be extended only in accordance with the Contract Documents. **If the project is not substantially completed by the required date, liquidated damages shall be assessed at the rate of \$360.00 per calendar day.**

~~2. **ARCHITECT/ENGINEER'S FIELD OFFICE.** The Contractor shall provide and maintain a watertight office at the Project for the exclusive use of the Architect/Engineer and his representatives, not less than 12' x 12' in size, one room with at least one window in each exterior wall and an independent outside entrance door fitted with hardware and lock, artificial light, a bench with one drawer, a blueprint rack, a heater and a window air conditioner. This office and equipment shall become the property of the Contractor upon completion of the contract.~~

~~3. **TELEPHONE.** A telephone shall be installed in the Architect/Engineer's office and it shall remain until the full completion of the project. Charges for long distance calls shall be paid by the person making the calls. All other telephone charges shall be paid by the Contractor.~~

4. **WATER.** Water necessary for construction of the building and testing its plumbing and mechanical systems shall be furnished by the Contractor. He shall make all connections, install a meter, take out and pay for all permits necessary, do all piping and clear away all evidence of same after the job is completed.

5. **ELECTRICITY.** All electricity for light and power necessary for the construction of the building and testing of its electrical and mechanical systems shall be paid for by the Contractor. The Contractor shall make all necessary arrangements for this service and perform the work required.

~~6. **PROJECT SIGN.** A sign shall be erected at the site by the Contractor and shall be 3/4" 4' X 8' exterior grade plywood mounted on 4 x 4 wood posts (p.t.), located in a prominent location approved by the Architect/Engineer and Owner. Sign shall conform to the size, colors and design specifications provided by Architect/Engineer or owner.~~

7. **INITIAL CONSTRUCTION CONFERENCE.** Immediately prior to starting construction or as soon as possible after the construction has started, the Owner will arrange a meeting with the project stakeholders. The purpose of this meeting shall be to discuss requirements and responsibilities of the various parties involved with the objective of expeditious handling of the construction contract. The Owner's Contract Manager and Project Manager will chair this meeting.

~~8. **SITE SECURITY.** The Contractor shall pay for and be responsible to secure the site and the project against theft, vandalism, fire and for public safety at all times (24 hours per day) from Notice to Proceed until Substantial Completion.~~

9. **DAVIS-BACON REQUIREMENTS.** If Davis-Bacon and related laws apply, they will be addressed in Section D of the General Terms and Conditions. If applicable, then all applicable federal labor standards clauses are incorporated into the Contract Documents. The Contractor agrees to familiarize itself with "Making Davis-Bacon Work – A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects" and to comply with all applicable regulations.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS AND CONTRACT DOCUMENTS REMAIN UNCHANGED.

[END]

Date Issued: _____

A/I Initials: _____

NOTICE TO BIDDERS

The following General Terms and Conditions and the Supplemental Terms and Conditions are part of the bidding and contract process for construction projects in excess of \$200,000. These non-technical documents are designed to (i) ensure compliance with applicable laws, (ii) protect the State's interests, and (iii) make the contracting process easier for all parties. Please review carefully all sections in the non-technical specifications including the following items:

1. All Bidders must submit a bid bond with their bid proposal if the bid exceeds \$100,000.00. For details please refer to Section B-11 of the General Terms and Conditions.
2. All Bidders must submit bids in accordance with the publicized Invitation to Bid (ITB). If prequalification to bid is required, it will be stated within the ITB along with instructions.
3. Criminal History Background Checks, if included in the General Terms and Conditions, must be obtained for all employees and agents of the Contractor and its subcontractors, their agents and employees, and all other persons performing any of the work under a contract to the Contractor working within buildings or facilities either owned or managed by the Department of Military Affairs. Details of this responsibility are outlined in Article C-38 of the General Terms and Conditions.
4. All Bidders are responsible for the cost of insurance and bonds. Please refer to Sections C-1 through C-3 of the General Terms and Conditions for required types of insurance and Exhibits 2 and 3 to review the requirements on the bond forms.
5. Proposal Form may be obtained with the ITB or as instructed in the ITB.
6. Samples of some Forms required by the Department of Military Affairs (DMA) are shown in the General Terms and Conditions. Forms for use during contract performance will be provided by DMA after contract award.