**PRECONSTRUCTION MEETING MINUTES**

**CONTRACT NUMBER**

**CONTRACT NAME**

**COUNTY**

The preconstruction meeting for the above referenced contract was held on **DATE / TIME** in the conference room of the **PLACE** building. The following attended:

**Name Company Phone Email**

**LOCATION**

These improvements are located in **County** more specifically shown on the location map(s) located in the plans. Located in the Executed Copy

**DESCRIPTION**

These improvements consist of furnishing all labor and materials for the **CONTRACT NAME** in **County**, DE. The work consists of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Detailed Description of work in the Executed Copy

**GENERAL CONTRACTOR INFORMATION**

The referenced Contract has been awarded to **CONTRACTOR** at the unit prices contained in the Proposal dated \_\_\_\_ totaling $**\_\_\_\_\_\_**. The Prime Contractor’s office number is \_\_\_\_\_, Fax number \_\_\_\_, and the mailing address is \_\_\_\_\_\_\_\_\_\_. The Contractor’s project manager is \_\_\_\_\_\_\_. His/her emergency contact number is \_\_\_\_\_\_\_. The Contractor’s superintendent is \_\_\_\_\_\_\_\_\_. His/her emergency contact number is \_\_\_\_\_\_\_.

The Contractor for this contract is **(NAME)**. The General Superintendent for this project is (**NAME)** and can be reached at (302)xxx-xxxx*(Office)*, (302)xxx-xxxx*(Mobile)* and at \_\_\_\_\_\_@\_\_\_\_\_\_. The Project Manager is (**NAME)** and can be reached at (302)xxx-xxxx*(Office)*, (302)xxx-xxxx*(Mobile)* and at \_\_\_\_\_\_@state.de.us.

The contractor’s mailing address and fax number is:

(*addressee*)

(*company name*)

(*address*)

(xxx)xxx-xxxx (*facsimile*)

**(CONTRACTOR NAME)** provided the following emergency contact information for their project personnel (listed in order of call preference):

Name: Title: Mobile: Alternate:

**DISTRICT INFORMATION**

This Contract will be administered by **GROUP 1, 2, OR 3 Construction**. The District Construction Engineer is **NAME** P.E. and can be reached at **OFFICE**; fax **-NUMBER**, during normal business hours. DelDOT’s Area Engineer will be **NAME**, P.E., who can be reached **at 302-NUMBER**, **cell NUMBER**. **)** If applicable – (***name of consultant firm)***

All paper correspondence to the Engineer must be sent to **NAME**, P.E., **ADDRESS.** Electronic submittals are acceptable/not acceptable on this project. (If acceptable:) All electronic submissions (spell out the process).

DelDOT’s Project Supervisor will be **NAME** and **COMPANY**, who can be reached at **NUMBER. )** If applicable – (***name of consultant firm)***

The hierarchy in the District is as follows:

Construction Engineer – \_\_\_\_\_\_\_\_\_\_

Area Engineer – \_\_\_\_\_\_\_\_\_\_

Project Supervisor – \_\_\_\_\_\_\_\_\_\_

The Contractor should initially present all issues involving the contract to the Project Supervisor. Calls made directly to the Construction Engineer will not be accepted unless the Project Supervisor has been made aware of the issue. Similarly, the Area Engineer will be the second Department contact, and the Construction Engineer the third. All issues must follow this chain-of-command and will not be considered at higher levels until the proper procedures have been followed.

**CONTRACT SPECIFICATIONS**

This Contract is governed by the Delaware Standard Specifications for Road and Bridge Construction (“Standard Specifications”) dated August 2001, and the Supplemental Specifications dated \_\_\_\_, which can be found on DelDOT’s website. (List addenda if applicable)

**CONTRACT SCHEDULE**

All work on this contract must be complete within **\_\_\_\_\_ Calendar Days,** which include an allowance for **\_\_\_\_\_ Weather Days**. The Contractor must submit written notification to the Engineer for each day occurring during the Contract that is not suitable for work. No time extensions for unsuitable weather will be allowed until the number of weather days (\_\_\_) are consumed. Once the allowable weather days are consumed, only unsuitable weather occurring from that point forward will be considered for time extensions. None of the allowable weather days that occurred before that point will be a valid reason for a time extension.

The Contractor’s CPM Scheduler is \_\_\_\_\_\_ (include phone number and email). The District’s CPM analyst is \_\_\_\_\_\_\_\_\_ (include phone number and email). The Contractor (submitted/did not submit) its schedule at this meeting. (If not:) The District reminded the Contractor that no work may begin until the initial schedule is approved.

The contractor **(has submitted/will submit)** an initial contract schedule for the District's review and approval. The contract schedule and all updates will be reviewed by the contract’s designated reviewer **(NAME).** An electronic copy will be sent to **(NAME).** The contractor must submit a 2-Week Look Ahead Schedule no later than noon on each Thursday reflecting specific details related to the actual construction activities proposed for the next two weeks. Failure to comply will result in suspension of all contract work with time charges continuing to be assessed. Failure to submit the 2-Week Look Ahead Schedule may result in the withholding of payments.

The Department intends to issue a Notice to Proceed on \_\_\_\_\_\_\_. Work must begin within ten Calendar Days of the NTP. The Contractors work hours will be \_\_\_\_\_\_\_\_\_. The Contractor was reminded to submit a Two Week Schedule each Friday to DelDOT’s Project Manager. It was the Department’s intent to issue “Notice to Proceed” such that work begins on or about **DATE**. The contractor has stated that he wants to start the contract the week of **DATE**.

**MATERIAL SOURCE APPROVALS**

Hardcopy and electronic requests for approval of sources shall be submitted directly to Contact Name, Materials and Research, (EMAIL ADDRESS) along with a cc to Contact Name (EMAIL ADDRESS), at Division of Transportation Solutions, P.O. Box 778, Dover, DE 19903-0778. A copy must also be sent to the District. (**Note:** Faxed submittals of requests will only be accepted in an emergency situation.) All materials must be approved prior to use. Subcontractors are not permitted to submit their source approvals directly to DelDOT’s Materials & Research Section. Sources of Subcontractors are to be submitted by the prime Contractor. Also, only one source with one alternate per item will be allowed. Emergency and special cases will be handled on an individual basis. When sources are submitted, the request shall include the six-digit specification number, item description, material, supplier, manufacturer, address, and contact.

Responses will be sent electronically and no hard copy will be sent to the Contractor, unless it is specifically requested. The electronic version, when printed, is on DelDOT letterhead with “Signature on File” noted. This is an official document.

Before any materials are incorporated in the project, all material sources/certifications must be approved and all noted actions taken. No payment will be made for materials until Materials and Research has made approval. Necessary tests will be indicated to the Contractor on the Material Source approval letter. Materials & Research asks that the contractor be reminded to pay particular attention to the “ACTION” column of the material source approval letter.

**MATERIAL TESTING**

All material testing will be performed by Department personnel or by consultant inspection staff including soil analysis, moisture/density tests, concrete air, and slump. The Department will also provide plant inspection. Some specific materials will be sampled and/or tested at their source of supply. Necessary tests will be indicated to the Contractor on the Material Source approval letter. Materials & Research asks that the contractor be reminded to pay particular attention to the “ACTION” column of the material source approval letter. The Contractor must initiate required contacts in a timely manner with the Materials & Research personnel whenever advance or on-site testing of material is specified on the source approval letter.

\_\_\_\_\_\_ of DelDOT Materials and Research provided the District and the Contractor with a list of the field control testing requirements for this contract. The M&R Field Control Technician will be \_\_\_\_\_\_. His/Her cell phone number is \_\_\_\_\_\_\_\_\_\_. Call Contact Name to schedule field testing. His/Her cell phone number is \_\_\_\_\_\_\_\_. Call Contact Person to schedule concrete testing. His/Her cell phone number is \_\_\_\_\_\_\_.

**LOADING BRIDGES AND OTHER STRUCTURES**

The Contractor was reminded to follow Subsection 104.14 of the Standard Specifications:

**\*Subsection 104.14 Contractor’s Responsibility for Work.  (4/19/2010)**

            Before starting any work that will change the loadings on an existing or proposed structure, the Contractor shall inform the Engineer of the proposed loadings (axle spacing, axial loads, stockpiling and equipment locations) including quantity of and type of construction equipment and vehicles it proposes to use.  The loading that the Contractor’s equipment will apply to the structure shall be subject to the approval of the Engineer.  The Engineer’s approval does not relieve the Contractor of its responsibility for the safe performance of the work or from carrying out the work in full accordance with the Plans and the requirements of the Specifications.  If at any time the Contractor’s upcoming operations would result in a change to the loading and / or the location of the loading on a structure, the Contractor shall submit the proposed loadings for approval by the Engineer prior to changing the loading.  No work shall be done that will change the loadings on any structure within the contract limits until the Engineer’s approval has been obtained.

Review time shall be in accordance with Section 105.04.

**SHOP DRAWINGS**

All shop drawings from the Contractor must be submitted to \_\_\_\_\_\_\_ for review and approval. In addition, the Contractor must send a copy of each submittal to the District. (Spell out the procedures for electronic submissions if applicable).

**WAGE RATES**

The Department of Labor of the State of Delaware has determined that this project consists of State of Delaware Highway Construction (check and make sure, they vary) wage rates and is outlined on page (#) of the proposal. The Contractor must pay *the greater of* the State of Delaware wage rate and the federal wage rate as stated in the proposal.

The labor rates, as set forth in the contract proposal, must be posted on the project or otherwise be available to the Contractor’s employees. The Civil Rights Section will be monitoring the project, including periodic site visits, for DBE goal attainment, prompt payment, and other civil rights compliance issues.

The Federal Department of Labor has determined that this project is consists of Federal Highway Construction wage rates and are outlined on page \_\_\_\_of the proposal. The State of Delaware prevailing wages are outlined on page \_\_\_\_ of the proposal. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency.   The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.. All payroll information should be submitted to **(Group Engineer) (address).** Failure to submit the payroll information may result in the withholding of payments.

**MAINTENANCE BOND (if applicable)**

Upon substantial completion of the work, the Contractor shall furnish to the Department a Maintenance bond for the following items of work: \_\_\_\_\_(identify the length of the bond for each item). A copy of the Supplemental Specification has been provided to the Contractor.

**LIQUIDATED DAMAGES**

The Contractor will be assessed Liquidated Damages in the amount of \_\_\_\_ for each day that the work is not substantially complete beyond the allowable contract time. Furthermore, the Contractor will be assessed Liquidated Damages in the amount of \_\_\_\_ for \_\_\_\_\_ (list all Interim Milestones, lane rentals, road user costs, etc., if applicable).

**MAINTENANCE OF TRAFFIC**

Maintenance of Traffic shall be performed in a manner that will insure the least practicable obstruction to the traveling public, and shall comply with the latest version of the Delaware Manual on Uniform Traffic Control Devices. All message board verbiage shall be submitted to Traffic Safety for approval prior to posting, unless the messages are specifically shown in the plans.

All traffic control devices shall be certified as conforming to NCHRP Report 350 or MASH criteria, and a certification for each type of device to be used must be submitted for review and approval. The approved submittals will be kept on file in the District office as well as on the project site. The Project Supervisor will check to ensure that the devices installed are those specified in the approved submittal, and will have the certifications on hand and accessible should an authorized representative visit the project site and request to see them. The Contractor has or has not submitted their package.

All unprotected stored equipment and materials must be at least 30 feet from the edge of travelway, unless the appropriate drums or barrier is utilized.

All temporary or permanent warning signs shall be covered with retro reflective sheeting, and shall be mounted on breakaway posts such that the bottom of the sign is seven feet above the ground.

Flaggers shall be governed by and be familiar with the Manual on Uniform Traffic Control Devices (MUTCD) Part VI, and shall conform to the requirements of the Delaware Traffic Control Manual. Flaggers shall have completed training within the last three years as offered by American Traffic Safety Services Association or the National Safety Council. The Contractor shall provide appropriate documents showing the flagger certification status throughout the duration of the contract. The failure of any flagger to perform the required duties shall be grounds for the Engineer to require a replacement. Flaggers are also required to have their approved flagger card and identification on their person at all times while flagging. Failure to produce an approved card, when requested to do so by anyone authorized by DelDOT, shall be grounds to have that person removed from the flagger job. Department personnel will be verifying the flaggers. Flaggers must be properly attired including an ANSI Class 3 safety vest and utilize a proper flagger’s paddle.

The Contractor submitted his MOT plan at this meeting. The District’s Safety Officer is \_\_\_\_\_\_ (Phone number). DelDOT Safety will check the Contractor’s MOT devices for compliance prior to placement.

**YES / NO** List the requirements for American Traffic Safety Services Association (ATSSA) Supervisors listed in the plans. The project’s ATSSA Supervisor will be \_\_\_\_\_ (Phone Number).

List lane closure and work hour requirements. The Contractor may not work during the periods listed in the MOT specification without approval from the Engineer.

**EROSION AND SEDIMENT CONTROL**

The Erosion Control Site Reviewer Requirements list this project as a \_\_\_\_\_ Category. (List the requirements). The Contractor’s site reviewer will be \_\_\_\_ and his/her CCR Card number is \_\_\_. DelDOT’s Erosion and Sediment Control inspections will be performed by \_\_\_\_\_\_. The DelDOT Project Supervisor and the Contractor’s site reviewer will review the site after each rainfall event that produces runoff. A Preconstruction E&S Meeting will be held on-site prior to the start of the work.

**SPECIFIC PERMIT REQUIREMENTS AND ENVIRONMENTAL COMPLIANCE**

There are **NUMBER** Environmental Permits associated with this project, as stated on pages **NUMBER through NUMBER** of the Special Provisions. The permits are as follows: (**EXAMPLE BELOW)**

1. **U.S. Army Corps of Engineers, (COE) – Nationwide Permit (NWP) #14.**

All **NUMBER (#)** permit(s) were handed to the **CONTRACTOR** as well as **NAME/COMPANY/CONTACT NUMBER**, who will act as project supervisor.

Compliance with all requirements of the permits is the responsibility of the Contractor. The Contractor shall follow all special conditions or requirements as stated within those permits and as shown on pages **NUMBER** through **NUMBER of the Special Provisions** and on the **Environmental Compliance Notes on** **sheet** **NUMBER in the plans**. The Contractor will be subject to penalties, fines, and the risk of shut down as mandated by law if conditions of the permits are violated or ignored. Therefore, all special conditions, general requirements, and/or other required provisions specified within the permits must be followed.

**ADVANCED MATERIAL PAYMENT**

**(SEE EXAMPLE BELOW)**

Advance material payment of non-perishable items is permitted as long as all requirements of Standard Specification 109.08 are met. In general, the following are required:

* DelDOT’s standard Material Payment Form.
* All advance material approvals.
* Invoices for the costs of the materials involved.
* The Department must inventory all the material to be paid to be sure it is all present and satisfactorily stored.
* No payment allowance will be permitted for amounts less than $25,000 for each material of a qualifying contract item.
* The contractor may submit for a material payment for the culvert.

**PROMPT PAYMENT**

The Contractor must furnish a Certification of payment to subcontractors, suppliers, etc. on form CN-91 (revised 02/03) supplied by DelDOT, which can be obtained from (district estimator). Once these forms are filled out by the Contractor, they must be sent directly to Contact Person (s) at DelDOT, DBE Program Office, 800 Bay Road, Dover DE 19901. Copies must be sent to the District Estimator.

The Contractor was reminded that he/she must place all disputed funds that are withheld from subcontractors, suppliers, etc. in escrow accounts until a final resolution is obtained per the terms of the Contract.

**CERTIFIED PAYROLLS**

The Contractor was reminded of House Bill 294, amending the requirements for the submittal of certified payrolls to the Delaware Department of Labor. At this time, Contractors and subcontractors keep their certified payrolls on file in their office for a period of two years from the date the work was performed. Certified payrolls still need to be submitted to the Department when force account work is performed or if the contract is a federal aid project.

**TRAINING SPECIAL PROVISIONS**

There **are / are no** Training Special Provisions associated with this project. (List them\_\_\_\_\_)

**DISADVANTAGED BUSINESS ENTERPRISE**

The Contract’s DBE Requirement is \_\_\_%. The Contractor submitted the following subcontractors as his DBE’s, which account for \_\_\_\_% of the work:

LIST DBE SUBS

The above subcontractors were approved as DBE’s by Contact Person, DelDOT’s DBE Program Manager on (DATE).

The Contractor was reminded of the provisions for Equal Opportunity on Public Works Contracts under Title 29 of the Delaware Code and advised to contact Contact Person at (Phone) regarding further details. The Contractor’s EEO Representative will be Contact Person.

The Contractor was given a copy of the Civil Rights and DBE Pre-Construction information from \_\_\_\_, DBE/EEO specialist. \_\_\_\_\_ verbally reviewed the pertinent information in the handouts with the contractor and attendees.

It is noted that the prime contractor may not remove any DBE subcontractor that was submitted toward the DBE goal without prior written consent from the DBE Program. The prime contractor must give notice in writing to the DBE subcontractor and DBE/EO Specialist of its intent to request to terminate and/or substitute the DBE subcontractor and the reason for the request.

The Department has adopted an External Complaint Procedure and can be viewed on our website at: <http://www.deldot.gov/information/business/> or you may request a copy by calling (Phone).

The Civil Rights Section will be monitoring this project for DBE goal attainment, prompt payment, and other civil rights compliance issues.

The DBE Goal for this contract is \_\_\_\_%

**(Contractor Name),** hereinafter named the Prime Contractor, receiving payments shall, within thirty days of receipt of any payment, file a statement with the Department on form, CN-91 that all subcontractors furnishing labor or material have been paid the full sum due them at the stage of the contract, except any funds withheld under the terms of the contract as required by Chapter 8, Title 17 of the Delaware Code, annotated and as amended. Any delay or postponement of payment from the above referenced period may occur only for good cause following written approval of DelDOT. This clause applies to both DBE and Non-DBE Subcontractor’s. The CN 91 forms now go directly to DelDOT’s DBE Office. Signed CN-91’s are to be submitted directly to: DelDOT Civil Rights Section, 800 Bay Road, Dover, Delaware 19901. DelDOT staff will review all CN-91’s for accuracy and consistency; and will investigate any deficit of payments made to subcontractors for work performed. The prime contractor must attach a detailed explanation to each CN-91 if there are any differences in quantities paid as opposed to what is reported on the DelDOT estimate. Acceptable explanations for withholding payments to a subcontractor include: failing to receive certified payrolls or certificate of insurance, etc. All claims of this nature will be investigated.

DBE Program staff will conduct periodic site visits to monitor DBE participation and performance.

By law, the prime contractor and all participating subcontractors will be required to comply with the mandatory Equal Opportunity provisions contained in the project contract. To assist in accomplishing this, DelDOT has prepared a Contractor Compliance Manual outlining the compliance review process.

DelDOT has an official external equal opportunity complaint procedure to process complaints from contractors, subcontractors, consultants, subconsultants, DBEs, employees of any of these firms, or members of the public who feel that they have been subjected to discrimination or discriminatory treatment. This procedure can be found on the DelDOT DBE Program webpage <http://www.deldot.gov/information/business/> or you may request a copy by calling (Phone).

The Prime Contractor may not remove any DBE subcontractor (or an approved substitute DBE firm) that was submitted toward the DBE goal without prior written consent from the DBE Program. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Before making a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor and the DBE Program, of its intent to request to terminate and/or substitute, and the reason for the request. The Prime Contractor must give the DBE five (5) days to respond to the prime contractor’s notice. During this time, the DBE must advise the DBE Program and the Prime Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract. If required in a particular case as a matter of public necessity (e.g. safety), the DBE Program may allow for a response period less than five days. After the five days have passed, the DBE Program will provide written consent only if it is agreed that the prime contractor has good cause to terminate the DBE firm. *Ref. 49 CFR § 26.53 (f) (1)*

We strongly encourage all parties involved to contact the DBE office with any Civil Rights or DBE-related questions that may arise throughout the course of the project.

Contact Name, DBE/EO Specialist

Delaware Department of Transportation – Disadvantaged Business Enterprise Program

800 Bay Road, Dover, Delaware 19903

Office # / FAX

EMAIL Address

**SUBCONTRACTORS**

The Contractor must submit all subcontractors to the District for approval. The following subcontractors have been submitted by the Contractor at this time:

**LIST THE SUBS**

The Contractor is reminded that the Standard Specifications require the Department to evidence in writing the subcontract between the prime and subcontractor and to insure that it contains all the pertinent provisions and requirements of the prime contract.

Executed copies of the subcontractor agreements shall be submitted to the District prior to the start of work. No subcontractor work will be allowed on the project until formal written approval of the subcontractor is given. If the subcontractor should start work without being approved, they will be directed to stop immediately and will not be paid for the work that was performed.

The most current version of the FHWA Form 1273 along with the subcontractors proper and current occupational and/or business license must be attached to all subcontractor agreements on this contract. A copy of Chapter 401 Formerly House Bill No. 270 as amended by House Amendment No. 2 is attached to these minutes.

**FORCE ACCOUNT**

If new work is encountered, we will first try to negotiate a price. If a price cannot be agreed upon, the work will be done by force account in accordance with the Standard Specifications. The Area Engineer must authorize all force account work. Before the beginning of any force account work, the Project Resident and the contractor will agree on the scope of work, number of people, amount and type of equipment and estimated length of time needed to complete the work. The signature of the Contractor’s representative and State Representatives on the State’s Daily Force Account sheet shall be the binding record of labor, equipment and material authorized for payment by DelDOT. Upon completion of the force account, the contract shall submit a Force Account packet to the Resident Engineer for payment. This packet should include certified payrolls, copies of correct blue book pages, all invoices, Force account sheet detailing labor, equipment and materials used and a summary showing all appropriate markups and final total. Force Account packages should be submitted as soon as possible after the work is performed. Package will be reviewed by the field office and the District and once approved; payment will be issued on the next available estimate.

**SURVEY**

The District’s survey will be performed by \_\_\_\_\_\_\_. His/her office number is \_\_\_\_ and cell number is \_\_\_\_. The Contractor submitted \_\_\_\_\_ (list license number) as the person in responsible charge of the construction engineering work for the contract. The contractor’s surveyor is \_\_\_\_\_\_. His cell phone number is \_\_\_\_\_.

**SAFETY**

One of the most important items to be discussed here today is job safety. . This responsibility includes not only the safety of those individuals working on the job but also the safety of the traveling public. Every individual who works for the Contractor and the Engineer must be aware continuously of the need to practice safe work habits.

Communication is one of the keys of a safe work environment. . Constant care and vigilance is needed to prevent accidents and injury. **Safety is everyone’s business on this project**.

**UTILITIES**

The following companies maintain utilities on this project:

**UTILITY COMPANIES**

The Contractor is required by Delaware Law to contact “Miss Utility” at least 2 working days and not more than 10 working days in advance of construction around or adjacent to an utilities so that the owners can mark out the locations of their facilities. Per the terms of the Contract, any damage to utility services, either public or private, must be repaired immediately at the contractor’s expense.

The Contractor was reminded that Delaware Law now requires the contractor to contact the owner of any electric power lines before working within 10’ of the facilities. For higher voltage facilities, this number may be greater.

**TRUCKS AND WEIGHT TICKETS**

No trucker from another State shall operate in Delaware without an apportioned plate and registration credential for Delaware or a Delaware issued trip permit.

All truckload weight tickets must contain identification of the truck with the legal licensed gross vehicle weight and must be computer generated.

**RIGHT OF WAY**

The Certification of Right-of-way dated \_\_\_\_\_ certifies that all real property interests necessary to complete the work have been acquired in accordance with current State/Federal rules and regulations. The Contractor was reminded that he/she must provide written notice to all property owners, businesses and residents within the project limits at least 48 hours before the work begins. Failure to give proper notice is justification for suspension of work as specified in standard specification 104.07.

**CLAIMS**

The contractor was reminded of the claims procedure in standard specification 105.15. The contractor must notify the Engineer orally or in writing of his/her intention to pursue a claim for extra compensation before he/she begins the work on which the claim is based. If written notification is not given within 5 working days of the initial notification and the Engineer is not afforded proper facilities by the contractor for keeping strict account of the actual costs incurred, then the contractor waives the claim. The Contractor must submit a formal claim in writing within 60 calendar days after the item claimed has been completed or the contractor waives the claim.

**SUBMITTALS NEEDED PRIOR TO THE START OF WORK**

**(EXAMPLES BELOW)**

* Contract schedule.
* Sources of Supply are to be submitted to the Department.
* Sub-contractors will be submitted by the Contractor.
* NCHRP 350 package for all MOT devices. The Department requests that submittals be made only for the devices to actually be used on this project.

Any off-site disposal sites need to be submitted to DelDOT for approval by Delaware State Historic Preservation Office.

**ITEMS DISCUSSED FOR EMPHASIS**

**INFO AS NEEDED**

**ADDITIONAL QUESTIONS/COMMENTS**

**CHAPTER 401**

**FORMERLY**

**HOUSE BILL NO. 270**

**AS AMENDED BY**

**HOUSE AMENDMENT NO. 2**

**AN ACT TO AMEND TITLE 29 OF THE DELAWARE CODE RELATING TO PUBLIC WORKS CONTRACTS.**

**BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:**

**Section 1. Amend Title 29 of the Delaware Code by making insertions as shown by underline as follows:**

**§ 6967. Requirement of occupational and business license.**

**(a) All contractors, subcontractors and independent contractors shall have a proper and current occupational and/or business license, as required by Title 30, to enter or perform work under a public works contracts. It is the responsibility of a contractor to verify and make a record that all subcontractors or independent contractors working for such contractor pursuant to a public works contract shall have their occupational and/or business licenses, as required by Title 30.**

**(b) No agency shall accept a proposal for a public works contract unless such contractor has provided a proper and**

**current copy of its occupational and/or business license, as required by Title 30, to such agency.**

**(c) Any contractor that enters a public works contract must provide to the agency to which it is contracting, within 30**

**days of entering such public works contract, copies of all occupational and business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the contractor entered the public works contract the occupational or business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.**

**(d) Any contractor, subcontractor or independent contractor that does not have a proper and current occupational**

**and/or business license, as required by Title 30, while working under a public works contract shall be subject to a civil penalty not to exceed $1,000. Such penalty shall be enforced by the Director of Revenue and administered in accordance with Chapters 3 and 5 of Title 30. This penalty shall be in addition to any other penalties imposed pursuant to Title 30 of the Delaware Code.**

**Section 2. All agencies that enter a public works contract for a period of 1 year from enactment of this Act shall keep records of any violation of this law and provide such records to the Office of Management and Budget. The Office of Management and Budget shall prepare a report of all violations that shall be provided to the Speaker of the House and President Pro Tempore on or before January 1, 2016.**

**Section 3. This Act shall become effective on September 1, 2014.**

**Section 4. The provision of § 6967(b) and (c), Title 29 of the Delaware Code, shall apply only to public works solicitations advertised after September 1, 2014.**

**Approved August 11, 2014**

**9/4**

No further questions and the meeting was adjourned.

We believe these minutes accurately reflect what transpired at this meeting. However, will appreciate comments involving a different understanding of what occurred. Unless we are notified in writing to the contrary within ten days after receipt, we will assume that all in attendance concur in the accuracy of this transcription.

/

cc: Attendees: w/attachment