December 3, 2018

PROJECT FIRST PROGRAM

**NOTICE**

This is a standard special provision that revises or modifies CDOT’s *Standard Specifications for Road and Bridge Construction*. It has gone through a formal review and approval process and has been issued by CDOT’s Project Development Branch with formal instructions for its use on CDOT construction projects. It is to be used as written without change. Do not use modified versions of this special provision on CDOT construction projects, and do not use this special provision on CDOT projects in a manner other than that specified in the instructions unless such use is first approved by the Standards and Specifications Unit of the Project Development Branch. The instructions for use on CDOT construction projects appear below.

Other agencies which use the *Standard Specifications for Road and Bridge Construction* to administer construction projects may use this special provision as appropriate and at their own risk.

**Instructions for use on CDOT construction projects:**

Use on all projects with an Engineer’s Estimate over $1 Million. It is optional for smaller projects.

Project First is a requirement for this project.

The Project First Program is structured to draw on the strengths of each organization, CDOT and Contractor, to identify and achieve mutual goals. The objective is scalable, effective, and efficient contract performance with reciprocal cooperation and completion within budget, on schedule, and in accordance with the Contract. The CDOT Project Engineer and the Superintendent are the lead representatives to ensure staff from both organizations address the issues that need to be addressed in a timely manner, at the appropriate levels to keep the project moving. Executive management from both organizations are encouraged to visit with the project teams when available.

An Initial Workshop shall be held prior to the Preconstruction Conference.

The following CDOT personnel will attend the Initial Workshop: CDOT RTD or designated representative, CDOT's Resident Engineer, Project Engineer, other key project personnel.

The following Contractor personnel shall attend the Initial Workshop: Owner or Executive or designated representative, Superintendent, key prime project supervision personnel, key subcontractors.

The following personnel shall also be invited to attend, as determined jointly by the Project Engineer and Superintendent: project design engineer, key local government personnel, suppliers, design consultants, CDOT maintenance foreman, CDOT environmental manager, key railroad personnel, key utility personnel.

Follow‑up workshops shall be held periodically throughout the duration of the Contract as agreed to by the Contractor and the Engineer at the Initial Workshop, but shall be no less frequent than every other month for projects lasting longer than six months. For projects with a duration of less than six months, the minimum number of workshops shall be the initial workshop, one interim workshop, and a final closeout workshop. For the purposes of this specification, duration shall mean the number of working months initially planned to start and complete the work. Workshops are not required during landscape establishment periods.

The personnel listed as attending the Initial Workshop are required to attend the follow-up workshops with the exception of the RTD and Prime Owner or Executive, or their designated representatives and key subcontractors whose work is completed. CDOT will schedule the workshops. The CDOT Project Engineer and Contractor Superintendent will jointly agree on the list of persons to be invited to the Initial Workshop and follow-up workshops and will invite the members from their respective teams.

The establishment of a Project First charter is optional. The charter shall not change the legal relationship of the parties to the Contract or act as a waiver of or supersede terms of the Contract. If a charter is developed, it shall be developed at the Initial Workshop.

The Initial Workshop agenda shall at a minimum cover the following items:

1. Development of charter (optional as described above)
2. Presentation by the Contractor of the planned approach to building the project
3. Presentation by CDOT of the planned approach to administer the project
4. Development of a list of risks to each party along with a probability and severity associated with each risk
5. Discussion and generation of possible solutions to manage and mitigate the risks. Each party shall provide input regarding the risks associated with the other party.
6. Development of an escalation ladder. This ladder shall be used to escalate major or repeated performance concerns up the supervisory chain. The ladder shall be two lists, one for escalation within the Prime company organization and one for escalation within the CDOT organization. The escalation ladder shall be employed when the following types of concerns arise:
7. Bad faith
8. Administration performance: When any party is not responsive in administrative performance such as resolving requests for information, developing partial payments, submitting required documentation, delays in progressing issues, and in negotiation of prices.
9. Where either party’s project staff refuses to follow or repeatedly does not follow important Contract requirements or the direction of the Engineer
10. Where either party’s project staff appear unable or not competent in performing construction administration duties
11. Professionalism: When either party is acting in an unprofessional manner. This includes being disrespectful, vulgar, or exhibiting aggressive behavior.

Although these types of issues may contribute to those as described in subsection 105.22, they are a different type of issue. Subsection 105.22 is the only Contract escalation ladder for all issues related to quantum and Contract time.

1. Development of an Issue Documentation Matrix. This document shall be used to track large or potentially large issues which arise during construction. This document shall at a minimum do the following:
2. List and describe the issue.
3. Track the progress towards resolution of the issue by tracking which party has the actionable item and the dates the actions were completed.
4. Determination and agreement as to which party will administer to (update) each Project First tool.

Tools to assist with Project First can be found on CDOT’s website at: <https://www.codot.gov/business/designsupport/design-docs/project-first-on-construction-projects>.

All costs related to Project First are incidental with the exception of the actual billing of any third party used for formal meeting facilitation. The cost for a meeting facilitator will be split evenly between the parties and shall be agreed upon before utilization of the third party. Either CDOT or the Contractor can contract directly with the third party. CDOT will set up a Force Account item in the project (if necessary) to pay for CDOT’s share of meeting facilitation costs.

This specification does not take precedent over any other Contract requirement.