

## 2.0 PROJECT MANAGEMENT

### 2.1 Administration

The Contractor shall be responsible for the management and performance of the Work. The Colorado Department of Transportation (CDOT) shall have the right to visit the Site, inspect the Work for quality, and observe the Work to determine that the Work is proceeding in conformance with the requirements of the Contract Documents.

#### 2.1.1. Key Personnel

The Contractor shall provide Key Personnel on the Project. Key Personnel shall include the Design Build Project Manager, Design Manager, Construction Manager, Quality Control Administrator, Environmental Compliance Manager, Public Communication Manager, Civil Rights Compliance Manager, Structural Lead, and Geotechnical Lead. The Contractor shall not replace any Key Personnel without prior Approval from CDOT. Personnel replacements must have equal to or better than qualifications as the original personnel, as determined by CDOT.

The Key Personnel shall have, at a minimum, the qualifications outlined in the following sections:

##### 2.1.1.1 Design Build Project Manager

1. The Design-Build Project Manager shall be in direct charge of the Work, and is responsible for the administration and satisfactory completion of the Project under the contract. This person shall be assigned to the Project full time and will be required to be on Site as necessary to fulfill their responsibilities.
2. Shall have recent design-build experience managing major projects involving major highway construction/reconstruction including bridge/structure construction, and traffic phasing.
3. Shall not be assigned any other Key Personnel duties or responsibilities on the Project.
4. Must work under the direct supervision of the Design-Builder's Executive Management Team (EMT). The Design-Build Project Manager will report to the EMT.

##### 2.1.1.2 Design Manager

1. The Design Manager will be responsible for ensuring that the overall Project design is completed and design criteria requirements are met. This person shall be assigned to the Project full time during the design phase. The Design Manager will be required to be onsite and available to the Project as necessary to facilitate design Work and to address design issues for the duration of the Project.
2. The Design Manager shall work under the direct supervision of the Design-Build Project Manager.
3. Shall be a registered Professional Engineer in the State of Colorado prior to the commencement of any design Work on the Project.
4. Shall have a minimum of ten years of design experience including experience managing projects involving major highway construction/reconstruction, bridge/structure construction, and traffic phasing.
5. Shall have the authority and obligation to stop Work if and when it is known, or has reason to believe, that any Work does not meet the standards, specifications, or criteria established for the Project.
6. Preferably will have Design-Build experience.

7. Shall not be assigned any other Key Personnel duties or responsibilities on the Project.

#### **2.1.1.3 Construction Manager**

1. The Construction Manager shall be assigned to the Project full time and will be required to be on Site for the duration of the construction Work.
2. Shall have a minimum of ten years of construction experience including managing the construction of projects involving major highway construction/reconstruction, bridge/structure construction, and traffic phasing.
3. The Construction Manager shall work under the direct supervision of the Design-Build Project Manager.
4. Shall not be assigned any other Key Personnel duties or responsibilities on the Project.
5. Shall have the authority and obligation to stop Work if and when he/she knows, or has reason to believe, that any Work does not meet the standards, specification, or criteria established for the Project.
6. Preferably has Design-Build experience.

#### **2.1.1.4 Quality Control Administrator (QCA)**

1. Shall work under the direct supervision of the Design-Builder's Executive Management Team (to whom the Design-Build Project Manager also reports). The Quality Control Administrator shall be assigned to the Project full time and will be required to be on Site as required for the Work to fulfill their responsibilities.
2. Responsible for the Design-Builder's quality program.
3. The Quality Control Administrator shall be responsible for certifying on the monthly invoice that the Work has been completed in conformance to the contract, the Approved Released for Construction Documents (or revisions), and the execution of the Design-Builder's quality management plan.
4. Shall have the independent authority and obligation to stop any and all Work that does not meet the standards, specifications, or criteria established for the Project.
5. Shall have recent experience developing, implementing, and overseeing quality programs on Design-Build projects.

#### **2.1.1.5 Environmental Compliance Manager**

1. The Environmental Compliance Manager shall work under the direct supervision of the Design-Build Project Manager. The Environmental Compliance Manager shall be assigned to the Project full time and will be required to be onsite as required for the Work to fulfill their responsibilities.
2. It is desirable that the Environmental Compliance Manager will have Design-Build experience, but must have experience developing, implementing, overseeing environmental compliance programs.
3. Shall have experience with environmental documentation, including Environmental Impact Statements, Environmental Assessments and all associated documents, and implementation of resulting requirements as required for the Work.
4. Responsible to ensure Environmental Compliance of the Work and that Work complies with all mitigation requirements of the Project.
5. Responsible to ensure the Contractor develops, implements, maintains, and documents control measures for the Project and is in compliance with permit application requirements.

**2.1.1.6 Public Information Manager (PIM)**

1. Shall have at least seven (7) years of professional experience in public/media relations, marketing or other related fields coordinating public information on public infrastructure projects. The Public Information Manager shall be assigned to the Project full time. The PIM and/or a member of the Communications Team shall be locally based or available at all times during Project Work hours. The PIM and/or a member of the Communications Team shall be available upon request at other hours (i.e., evening public meetings) and shall be on call after Work hours, responding to emergencies in a timely manner.
2. The Public Information Manager shall work under the direct supervision of the Design-Build Project Manager
3. Shall have relevant media and governmental experience with large projects that have required extensive public communications.
4. Should have a college degree in communications, journalism, or other relevant field of study.
5. Shall have exceptional verbal and writing skills as well as experience working with both print and broadcast media, experience working with customer service, as well as relevant transportation communications experience.

**2.1.1.7 Civil Rights Compliance Manager**

1. Shall be responsible for the day-to-day operational components of, and serve as the primary contact to CDOT for all matters and requirements concerning TERO, Davis-Bacon and related Acts, equal employment opportunity, Title VI of the Civil Rights Act, Compliance with FHWA-1273, DBE Program, ESB Program, and OJT Program and will be required to be on Site as necessary to ensure compliance for the duration of the Project.
2. Shall have at least three (3) years professional experience working in contract compliance on construction projects.
3. Shall have demonstrable knowledge of small business and/or workforce development programs.
4. Experience working with a TERO program is preferred but not required. Shall work under the direct supervision of the Design-Build Project Manager.

**2.1.1.8 Structural Lead**

1. The Structural Lead will lead the design of the Bridges and major Structures. This person shall be assigned to the Project for the duration of the structural Work and will be required to be on Site as required to oversee critical components of the Work.
2. Shall have accumulated demonstrated experience designing major bridges and structures like those Structures anticipated along US 550.
3. Shall be able to address topographic and geotechnical challenges.
4. Shall be available during construction to address issues that may arise.
5. Shall be a registered Professional Engineer in the State of Colorado prior to the commencement of design Work on the Project.
6. Shall have a minimum of ten years of bridge/structures design experience.

**2.1.1.9 Geotechnical Lead**

1. The Geotechnical Lead shall be responsible for the oversight and management of the geotechnical design Work, and for ensuring that all design criteria requirements are met. This person shall be

assigned to the Project for the duration of the geotechnical Work and will be required to be on Site as required to oversee critical components of the Work.

2. Shall work under the direct supervision of the Design-Build Project Manager.
3. Shall be responsible to field verify the accuracy and completeness of the geotechnical designs through all aspects of the Work.
4. Shall provide evidence of successful experience in performing or managing geotechnical investigations for the design and construction of:
  - A. Large excavations,
  - B. Shallow and deep foundation systems for bridges,
  - C. Landslide identification and mitigation,
  - D. Subsurface drainage,
  - E. Ground anchors and anchored systems, and
  - F. Retaining walls.
5. Shall have a minimum of 10 years of relevant experience and have completed, or demonstrated the capability to complete, projects of similar size, scope, type, or complexity.
6. Shall be a registered Professional Engineer in the State of Colorado prior to the commencement of any design Work on the Project.

### **2.1.2. Work Breakdown Structure**

The Contractor shall submit to CDOT a detailed Work Breakdown Structure (WBS), including proposed Work segments for Acceptance prior to the First Notice to Proceed (NTP1). The WBS shall include a detailed, organized hierarchical division to complete each element of the Work. The Accepted WBS shall be the basis for organizing all Work under the Contract Documents, and shall be used as a basis for the Contract Schedules and other cost control systems. The Contractor's WBS shall conform to Table 2-1 and Exhibit 2-A, Work Breakdown Structure.

All cost and schedule information shall roll up to Level I through Level VI, as identified in Exhibit 2-A. Further detail shall be provided by the Contractor for Level IV, Level V, and Level VI (e.g., individual Structures) to ensure a clear understanding of the Contract and the execution of the Work.

#### **2.1.2.1 WBS Activities Modifications**

When it becomes necessary to add, combine, eliminate, or modify Contract-specified WBS Level IV, V, or VI Activities to reflect modifications to the Work, such changes shall be made through a Change Order that has been Approved by CDOT in accordance with the Contract. These changes to the WBS Level IV, V, or VI Activities shall consequently be reflected in subsequent Schedule submittals, as defined in this Section 2. Alternately, if a proposed addition, combination, elimination, or modification of WBS Level IV, V, or VI Activities would not be the subject of a Change Order, then the consequent realignment of funds between Level IV Schedule Activities must be Approved by CDOT in accordance with the Contract and thereafter reflected in the required Contract Schedule submittals.

### **2.1.3. FHWA Bridge Replacement Cost Report**

The Contractor shall provide a FHWA Bridge Replacement Cost Report for all bridges on the project. The report shall include element costs of the structure and the unit cost of the bridge as defined by FHWA on the FHWA website ([https://www.fhwa.dot.gov/bridge/nbi/uc\\_criteria.cfm](https://www.fhwa.dot.gov/bridge/nbi/uc_criteria.cfm)). The FHWA Bridge Replacement Cost Report shall be submitted for CDOT Acceptance with the RFC Submittal of the Structure.

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Table 2-1 WBS Levels

<b>Level I:</b>	<b>US 550/160 CONNECTION SOUTH DESIGN-BUILD PROJECT</b>
Program Level—CDOT use only: The summary of all Design-Build Contract components	
<b>Level II:</b>	<b>MAJOR PROGRAM ELEMENTS</b>
Major Program Elements: <input type="checkbox"/> Activities of the Contractor. This is the Contractor’s highest level. * Basis for Price Proposal to be submitted as identified on Form J.	
<b>Level III:</b>	<b>CONTRACT COMPONENTS</b>
Design-Build Contract Components: <input type="checkbox"/> Breakdown of all subcomponents as shown on Exhibit 2-A. * Basis for Price Proposal to be submitted as identified on Form J.	
<b>Level IV:</b>	<b>CONTRACT SUBCOMPONENTS</b>
Design-Build Contract Subcomponents: <input type="checkbox"/> Breakdown of all major subcomponents of the Contract as shown on Exhibit 2-A. <input type="checkbox"/> The Contractor to define certain Activities at this level (Work areas). <input type="checkbox"/> See Exhibit 2-A for Contract-specified Level IV Activities and other detail. <input type="checkbox"/> La Plata County/Department of Local Affairs (DOLA) Grant <input type="checkbox"/> Additional Requested Elements (ARE)* * Basis for Price Proposal to be submitted as identified on Form J.	
<b>Level V:</b>	<b>CONTRACT SUBCOMPONENTS AND WORK ACTIVITIES</b>
Breakdown of the Contract Subcomponents and Work Activities defined by the Contractor: <input type="checkbox"/> Minor subcomponents (by phase, etc.). <input type="checkbox"/> Contractor to define certain Activities at this level (Work areas, phases, etc.). <input type="checkbox"/> See Exhibit 2-A for Contract-specified Level V Activities and other detail. <input type="checkbox"/> Basis for all progress payments.	
<b>Level VI:</b>	<b>WORK SUB-ACTIVITIES</b>
Breakdown defined by the Contractor: <input type="checkbox"/> The Contractor to define all Activities at this level.	
Schedules—The following Critical Path Method (CPM) schedules shall be cost-loaded and resource-loaded to this level: <input type="checkbox"/> Preliminary Baseline Schedule <input type="checkbox"/> Original Baseline Schedule (or Revised Baseline Schedule, if applicable) <input type="checkbox"/> Current Baseline Schedule <input type="checkbox"/> Monthly Progress Schedule <input type="checkbox"/> Recovery Schedule <input type="checkbox"/> As-Constructed Schedule	

## **2.1.4. Schedule Management**

### **2.1.4.1 General**

The Work related to Schedule management includes preparing, progressing, revising, and submitting Contract Schedules.

The Contract Schedules shall represent a practical plan to complete the Work within the Completion Deadlines and convey the intent of the execution and progress of the Work.

The Contract Schedules shall include the planned execution of the Work in accordance with the Contract Documents. The Contract Schedules shall include seasonal and weather constraints; involvement and coordination with other Contractors, Utility Owners, Governmental Persons, Engineers, Architects, Subcontractors, and Suppliers; environmental constraints, Right-of-Way (ROW) restrictions, and traffic constraints. All other constraints shall be considered in the development of the Original Baseline Schedule, Revised Baseline Schedule, and updating of subsequent Monthly Progress Schedules. The Contract Schedules shall include delivery dates for critical materials, submittal and review periods, and dates for no-Work periods. No ambiguous Activities shall be permitted.

All Contract Schedule submittals are subject to Review, Acceptance, and/or Approval by CDOT. The Contract Schedules shall represent the requirements of the Contract Documents, and the Work shall be executed in the sequence and duration indicated in the Contract Schedules.

All Contract Schedules shall be developed consistently with the Accepted WBS and the Completion Deadlines. All Contract Schedules shall be cost-loaded and resource-loaded to WBS Level VI.

All Work and Activities of the Contractor shall be scheduled and monitored by use of a CPM schedule developed and maintained using a scheduling software Approved by CDOT. The Contractor shall submit the proposed scheduling software for CDOT Approval prior to NTP1. The Contractor shall provide CDOT with one license of the scheduling software for use on the Project. All scheduling software settings within the scheduling/ leveling dialog box shall remain default settings unless otherwise Approved by CDOT. In addition, any changes to the scheduling software settings that alter the scheduling calculations shall be clearly identified and provided as part of the Contract Schedule submittals.

The Contractor shall designate a Contractor's Scheduler for the duration of the Project. The Contractor's Scheduler must have at least 5 years of previous scheduling experience on similarly sized projects in both scope and complexity (with references to be provided to CDOT, upon request). If the Contractor's Scheduler is found incapable of performing the schedule management in accordance with this Section 2, CDOT may remove the Contractor's Scheduler from the Project at CDOT's discretion. Upon removal or voluntary termination of the Contractor's Scheduler from the Project, the Contractor shall provide a qualified replacement within 30 Days.

The Contractor shall conduct a schedule development meeting with CDOT within 10 Days after Contract Execution. At this meeting, participants shall discuss details and requirements of the submittals for both the Preliminary Baseline Schedule and the Original Baseline Schedule.

### **2.1.4.2 Contract Schedule, Term Definitions, and Execution**

Contract Schedules shall include the Preliminary Baseline Schedule, Original Baseline Schedule, Current Baseline Schedule, Revised Progress Schedule, Monthly Progress Schedule, Recovery Schedule, and the As-Constructed Schedule.

#### 2.1.4.2.1 Preliminary Baseline Schedule

The Preliminary Baseline Schedule is defined as the initial schedule for the purpose of initiating Work on the Project. It shall be a CPM schedule with Activities following NTP1 and prior to NTP2. The Preliminary Baseline Schedule shall be in accordance with the Contract requirements; shall conform to the Accepted WBS; shall be cost-loaded and resource-loaded to WBS Level VI; shall include all Contractor-defined WBS Level V and VI Activities; and shall include Contractor-defined detail necessary to provide measurable schedule progress. The Preliminary Baseline Schedule shall provide an intermediate schedule during the production of the Original Baseline Schedule and shall establish a payment/drawdown schedule for the duration between NTP1 and ENTP as well between ENTP and NTP2.

The Contractor shall submit the Preliminary Baseline Schedule to CDOT for Acceptance prior to ENTP and/or 45 days prior to NTP2.

#### 2.1.4.2.2 Original Baseline Schedule

The Original Baseline Schedule is defined as the Contractor's original plan for the Project from NTP1 through Final Acceptance. It shall be a detailed CPM Schedule with Work Activities and Completion Deadlines included for the full term of the Project. The Original Baseline Schedule shall be developed from the Accepted Preliminary Baseline Schedule and shall conform to the Accepted WBS and include all Contractor-defined WBS Level VI Activities.

The Contractor shall submit to CDOT for Approval the final Original Baseline Schedule no later than 45 Days prior to issuance of Second Notice to Proceed (NTP2). Once Approved, this schedule shall become the Original Baseline Schedule against which all progress and revisions shall be measured. The Original Baseline Schedule shall not change after Approval.

Upon Approval by CDOT, the Original Baseline Schedule shall be the basis for the Monthly Progress Schedule used by the Contractor in scheduling and performance of the Work.

The Original Baseline Schedule shall be cost-loaded and resource-loaded to WBS Level VI and summarized for the aggregate costs equal to the WBS Level V prices set forth in the Proposal Documents.

The Original Baseline Schedule shall show the sequence and interdependence of Activities required for complete performance of the Work, beginning with the date of the NTP1 and concluding with the date of Final Acceptance, and shall comply with the following:

1. The actual number of Activities in the schedule shall be sufficient to ensure adequate planning of the Work and to permit monitoring and evaluation of progress and the analysis of time impacts. Activity durations shall be expressed in full days of Work. The Work calendar shall clearly identify Holidays and other non-Working Days.
2. The Contractor shall schedule deliverable review times by CDOT and Governmental Approvals as separate tasks logically tied to the appropriate Activity. Concurrent review of multiple deliverables by one discipline must be agreed to by CDOT prior to inclusion in the Original Baseline Schedule. The Contractor shall provide a new Activity for review time in the schedule for every resubmittal required due to the Contractor providing incomplete or nonconforming submittals to CDOT or for Governmental Approvals.
3. A graphic representation of all Activities necessary to complete the Work shall be provided.
4. All Completion Deadlines set forth in the Contract shall be identified.

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5. All required constraints and sequences defined in the Contract shall be included in the Original Baseline Schedule. If the Original Baseline Schedule or any schedule update does not include these constraints and sequences, Acceptance or Approval of the schedule will not waive such requirements.

The Original Baseline Schedule will be Reviewed by CDOT for purposes of determining:

1. Compliance with applicable provisions of the Contract Documents.
2. That the logic of the proposed CPM schedule is sound and consistently developed and demonstrates a logical sequencing and interdependence of Activities required for the timely and orderly achievement of all Work Activities and milestones, including completion of the Work within the Completion Deadlines.

A methods statement shall be prepared for each of the Level VI WBS Activities listed in the Original Baseline Schedule for all Critical Path items, and for any Activity not listed the Contractor considers a controlling factor for timely completion. The methods statement shall be completed in accordance with CDOT *Standard Specifications for Road and Bridge Construction* (CDOT *Standard Specifications*). The methods statements shall be submitted for CDOT's Acceptance prior to NTP2.

#### 2.1.4.2.3 Current Baseline Schedule

The Current Baseline Schedule is defined as the Original Baseline Schedule with cost and schedule changes from Approved Change Orders incorporated. It shall be updated monthly with only Approved cost and schedule changes. The Current Baseline Schedule shall not show progress, but shall maintain the dates from the Original Baseline Schedule. The Current Baseline Schedule shall include a late start cost curve.

The Current Baseline Schedule shall be cost-loaded and resource-loaded to WBS Level VI and summarized for the aggregate costs equal to the WBS Level V prices set forth in the Proposal Documents as adjusted for Approved Change Orders.

The Current Baseline Schedule shall be submitted to CDOT for Acceptance concurrent with each Monthly Invoice.

#### 2.1.4.2.4 Revised Progress Schedule

The Revised Progress Schedule is defined as the Contractor's plan for the Project, which is current with progress to date. This Schedule shall reflect the planned execution of the Work for the remainder of the Project, along with a reallocation of the remaining resources and quantities to represent the estimate to complete the Work, as adjusted for Approved Change Orders. A Revised Progress Schedule must be Approved by CDOT. CDOT Approval will only apply to the scheduled Work that is planned after the Revised Progress Schedule's Approval date.

The Revised Progress Schedule shall be cost-loaded and resource-loaded to WBS Level VI and summarized for the aggregate costs equal to the WBS Level V prices set forth in the Proposal Documents, as adjusted for Approved Change Orders.

The Revised Progress Schedule shall be prepared by the Contractor when requested by CDOT. The Contractor may request that CDOT review a Revised Progress Schedule at any time. However, this review will be undertaken only if CDOT agrees with the need for it.

#### 2.1.4.2.5 Monthly Progress Schedule



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The Approved Original Baseline Schedule, Current Baseline Schedule, or Revised Progress Schedule shall be used as the basis to establish the Monthly Progress Schedule, which shall be updated every month to show the actual progress of Work and the earned value of Work accomplished, including Approved Change Orders.

The Monthly Progress Schedule shall be cost-loaded and resource-loaded to WBS Level VI and summarized for the aggregate costs equal to the WBS Level V prices set forth in the Proposal Documents, as adjusted for Approved Change Orders. In addition, the Monthly Progress Schedule shall include WBS Level VI detail for the upcoming 3 months of design and construction on the Project, except that cost loading to WBS Level VI is not required for the 3-month look-ahead.

The Monthly Progress Schedule shall be submitted each month to CDOT for Acceptance, concurrent with the Monthly Invoice submittal. The Monthly Progress Schedule shall include all current information as of the status date.

For the 3-month look-ahead portion of the Monthly Progress Schedule that establishes the WBS Level VI Activities, the Contractor shall provide sufficient detail to convey a schedule that provides weekly schedule control and shall specifically identify:

1. Completion Deadlines, if any.
2. Phasing of design, construction, testing, and staging of the Work, as specified, giving particular attention to release for construction dates, Site availability, construction staging, public involvement notifications, and maintenance and protection of traffic requirements of the Contract.
3. Procurement, fabrication, preparation of mock-ups, preparation of prototypes, delivery, installation, and testing of Materials and Equipment, including factory testing and demonstration testing, and any orders for Materials and Equipment with long lead times (more than 30 Days).
4. Interface coordination and dependencies with preceding, concurrent, and follow-on Contractors, and Work to be performed by other Contractors and agencies that may affect the schedule. Prior to the progress status meeting, the Contractor shall obtain from the design team, Subcontractors, Suppliers, and field staff the information required to accurately reflect progress to date.

#### 2.1.4.2.6 Recovery Schedule

The Recovery Schedule is defined as the Contractor's program and proposed plan for the recapture of lost schedule progress and to achieve Project Completion or Final Acceptance by the applicable Completion Deadlines. The Recovery Schedule shall be based on the latest Accepted Monthly Progress Schedule and shall include equivalent detail. The Recovery Schedule shall show the proposed changes to the Schedule, include cost loading and additional detail to substantiate the recovery plan, and shall reflect all proposed changes to WBS Level VI Activities through Project Completion.

The Recovery Schedule shall be cost-loaded and resource-loaded to WBS Level VI and summarized for the aggregate costs equal to the WBS Level V prices set forth in the Proposal Documents, as adjusted for Approved Change Orders.

If the Work is lagging behind the late start cost curve in the Current Baseline Schedule for a period that exceeds the greater of: (a) 15 Days in the aggregate, or (b) that number of Days in the aggregate that equals 5% of the Days remaining until the Project Completion Deadline, the Contractor shall prepare and submit to CDOT for Approval a Recovery Schedule within 14 Days after the Contractor first becomes aware of this schedule delay.

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The Recovery Schedule shall demonstrate the Contractor's program and proposed plan to regain lost schedule progress, as well as demonstrate how Project Completion and Final Acceptance of the Project shall be achieved by the deadlines specified in Book 1, Exhibit B.

CDOT will notify the Contractor within 14 Days after receipt of the Recovery Schedule whether the Recovery Schedule is Approved, or will describe changes that CDOT believes should be made to the Recovery Schedule. The Contractor shall incorporate and fully include the Recovery Schedule (including CDOT's comments) into the next scheduled Monthly Progress Schedule (or, if the next scheduled Monthly Progress Schedule is due within 7 Days of Approval of the Recovery Schedule, then the Recovery Schedule shall be incorporated into the subsequent Monthly Progress Schedule), and shall concurrently provide to CDOT a Revised Progress Schedule.

#### 2.1.4.2.7 As-Constructed Schedule

The last Monthly Progress Schedule submitted shall be identified by the Contractor as the As-Constructed Schedule. The As-Constructed Schedule shall reflect the exact manner in which the Contractor executed the Work (including start and completion dates, Activities, actual durations, sequences, and logic), and shall be signed and certified by the Contractor's Engineer and Scheduler as being a true reflection of the way in which the Work was executed through Final Acceptance. This certified As-Constructed Schedule must be Accepted by CDOT before the final Retainage is released.

#### 2.1.4.2.8 Float

Float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, for each and every Activity in the Schedule. Float shall not be for the exclusive use or benefit of either CDOT or the Contractor, but shall be a jointly owned expiring resource available to both parties, as needed, to meet Contract Deadlines. Suppression or consumption of Float by extended Activity duration, dummy Activities, or preferential sequencing will not be allowed.

#### 2.1.4.2.9 Near Critical Activities

Near critical activities shall be defined as Activities with a total Float of less than 10 Days.

### 2.1.4.3 Schedule Requirements

#### 1. General Scheduling Constraints

- A. All Contract Schedules shall be in the same master data file, including design, submittals, procurement, and construction Schedules. These Work Activity Schedules shall all tie together logically to present a total Critical Path analysis in the same master data file.
- B. The only constraints allowed to be included in the Schedule are the Contract Deadlines. No intermediate completion constraints or start constraints shall be allowed unless they are included in the Contract. The Contractor shall submit, for CDOT Review, a list of any Contractual constraints, including Contract section references, with the Contract Schedules. Unless Approved by CDOT, all Activities must have at least one predecessor and one successor, except for the NTP1 (no predecessor) and Final Acceptance (no successor). No lead or lag relationships shall be permitted.
- C. All Activities that start or complete out of sequence shall be rescheduled (logic corrected) to reflect the actual sequence of events.
- D. Actual start and completion dates shall be accurately entered. The Contractor shall submit to CDOT for Approval a narrative describing any changes or corrections of any previous actual

dates or dates required in the Contract prior to any changes or corrections to the schedule dates.

- E. If any logic is changed after the Approval of the Original Baseline Schedule or Revised Progress Schedule, a narrative by Activity identification code (ID) shall accompany the Monthly Progress Schedule stating the reason the logic changed and the benefit to CDOT. If CDOT does not agree with the reason for the logic change, the Monthly Progress Schedule will not be Accepted.
- F. All Activity ID codes for a specific Activity description created in any Contract Schedule shall remain unchanged and connected to its original Activity description through Final Acceptance. An Activity description may be changed only to clarify an Activity's original scope.

## 2. CPM Requirements

- A. The Critical Path shall be determined according to CPM principles and shall be highlighted in red on all Schedules to distinguish the critical path from other Activities.
- B. A diamond, flag, or other symbol shall highlight milestones.
- C. The CPM shall have all major procurement Activities identified for any item with more than 30 Days lead time for delivery. This includes Shop Drawing submittal and approval, lead times for the fabrication and delivery of Materials and Equipment, and installation of Materials and Equipment.
- D. The CPM shall be sufficiently detailed to accurately depict all the Work. Activity durations shall be an estimate in Days of the time required to perform each Activity. No individual Activity will have a duration exceeding 15 Days without prior approval from the Project Director. Activities with durations of less than 5 Days shall be held to the absolute minimum. For an Equipment or Material fabrication item whose duration exceeds 30 Days, several Activities, none exceeding 30 Days, shall be used. Each Activity shall have a detailed description.
- E. Contract Completion Deadline dates shall be shown on the CPM. These dates shall be input as finish constraint dates and shall agree with the dates specified in the Contract.

## 3. Schedule Output Format

The Contractor shall submit the electronic output files of the Schedule (e.g., XER for Primavera). Schedule charts and graphs shall be submitted in a format compatible with Adobe Acrobat Reader .PDF, and Microsoft® Excel. These files shall be submitted with the Monthly Progress Schedule.

### **2.1.5. Cost Management**

#### **2.1.5.1 Progress Payment and Calculations**

CDOT will base progress payments on a mutually agreed estimate of percent of the Work that is complete, not on measured quantities. The Contractor shall progress the Activities identified on the Approved Original Baseline Schedule, the Current Baseline Schedule, or the Approved Revised Progress Schedule (if applicable) for determining the Monthly Progress Schedule. The Accepted Monthly Progress Schedule will determine the amount of the Contractor's progress payments. Percent complete shall be calculated using scheduling software that meet the requirements of this Section 2, where progress is measured based on percent complete/Days remaining.

Partial payment for stored Materials shall be made only as allowed in the Contract. The Contractor's Monthly Invoice shall not include a request for payment for Nonconforming Work documented by the

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Contractor's Quality Control Administrator or CDOT. The payment to the Contractor will be in the amount shown on the Contractor's Approved invoice less Retainage and any deductions.

**2.1.5.2 Monthly Invoice Submittals**

The Contractor shall submit invoices to CDOT each month. Each Monthly Invoice shall be submitted in draft form to CDOT for Review within 10 Days following the prior month's end, concurrent with progress status meetings. Draft Monthly Invoice submittals shall be made electronically in a format compatible with Microsoft® Excel.

The Contractor shall submit to CDOT for Approval each final Monthly Invoice in accordance with this Section. Final invoice submittals shall be made electronically in an uneditable format, such as Adobe Acrobat Reader .PDF.

**2.1.5.3 Invoice Document Content**

The Contractor shall consult with CDOT on the requirements for the supporting documents to be included with the invoice form. The Contractor shall submit the invoice format requirements to CDOT for Approval prior to NTP1. The invoice format shall be similar in nature to the American Institute of Architects (AIA) Forms G702 and G703, included in the reference documents. The Contractor shall submit variations to the Approved invoice format to CDOT for Approval at least 15 Days prior to the submittal of the first invoice and prior to ENTP and/or NTP2. Once the invoice format has been Approved by CDOT, the format shall not change unless subsequently Approved by CDOT.

The invoice documents shall include:

1. Invoice Cover Sheet
  - A. Project number and title.
  - B. Invoice number (numbered consecutively starting with "1").
  - C. Period covered by the invoice (specific calendar dates).
  - D. Total earned to date for the Project.
  - E. Nonconforming Work and amount withheld identified.
  - F. Authorized signature and title of signatory.
  - G. Date that invoice was signed.
2. Monthly Progress Report
  - A. Brief narrative description of Level VI Activity and progress for the Project as a whole, with maintenance, design, and construction start dates and completion dates identified.
  - B. Update of progress with respect to Utilities, ditches, and Railroads (if any).
  - C. Identify whether any Completion and Final Acceptance Deadlines are achieved or revised during the period.
  - D. Quality Status Report
  - E. Summary of Process Control (PC) efforts, including result of design reviews.
  - F. Problems/issues that arose during the period and remaining issues to be resolved along with proposed resolution and timetable for completion.

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- G. Summary of resolution of problems/issues raised in previous Monthly Progress Reports or resolved during the period.
- H. Summary of nonconformance correction status.
- I. Summary of Project accidents (frequency and severity) and corrective actions taken.
- J. Critical schedule issues and proposed resolution.
- K. Discussion of schedule variations from Completion Deadlines that have slipped or improved.
- L. Summary of public outreach during the period.
- M. Summary of any required Permits during the period.
- N. Summary of Environmental Compliance Work Plan (ECWP) Activities during the period.
- O. Progress photographs, as further described in this Section.
- P. 3-month look-ahead portion of the Monthly Progress Schedule, as further defined in this Section.
- Q. A predecessor and successor report defining all schedule logic and clearly indicating all logical relationships and constraints (submitted with each CPM schedule).
- R. An early start report listing all Activities, sorted by actual/early start (submitted with each CPM schedule).
- S. A total float report listing all Activities, sorted in ascending order of total float (submitted with each CPM schedule).
- T. A no-Work Days report listing all legal Holidays and no-work Days that were accounted for in the preparation of the schedule (submitted with each CPM schedule).
- U. A list of all executed and pending Change Orders.
- V. A narrative report listing all changes to the CPM schedule since the last submittal.
- W. Payment Schedule Update as further defined in this Section.
- X. Summary of Subcontractor payments sent during the period, including identification of the source CDOT payment for each Subcontractor payment.

The format and detail level required for submittal of the Monthly Progress Report shall be developed by the Contractor and submitted to CDOT for Acceptance within 10 Days after NTP1. The Monthly Progress Report shall be on Contractor 8.5 x 11 letterhead.

3. Updated Monthly Progress Schedule

No invoice will be Approved for payment if there is not a current Accepted Monthly Progress Schedule and Current Baseline Schedule in place. The status date of the Monthly Progress Schedule, coinciding with the payment invoice date, is the last day of each month. The data date for use in calculating the Monthly Progress Schedule shall be the first Working Day of the following month.

The Contractor shall submit all changes to the logic, calendar, durations, actual starts, actual finishes, constraints, or Activities in the Monthly Progress Schedule or Current Baseline Schedule to CDOT for Approval.

The Contractor shall make all corrections to the Monthly Progress Schedule requested by CDOT and resubmit the Monthly Progress Schedule. If the Contractor does not agree with CDOT's

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comments, the Contractor shall provide written notice of disagreement within 7 Days from the receipt of the comments. The items in disagreement shall be resolved in a meeting held for that purpose, if necessary.

4. Certification by Contractor's Quality Control Administrator

The Contractor shall submit to CDOT for Review a certification signed by its Quality Control Administrator accompanying each Monthly Invoice request certifying that:

- A. All Contract Work—including that of designers, Subcontractors, Suppliers, and fabricators—has been checked and/or inspected by the Contractor's quality program staff, and that all Work, except as specifically noted in the certification, conforms to the requirements of the Contract Documents.
- B. The Quality Management Plan (QMP), and all of the measures and procedures provided therein, are functioning properly and are being followed.
- C. In conformance with the Project Safety Management Plan (PSMP) as further described in CDOT *Standard Specifications*, all safety-critical Work, has been reviewed and sealed by the Professional Engineer of responsible charge before construction begins.

No invoice will be Approved (payment made) without completion and implementation of the QMP, as outlined in Book 2, Section 3.

5. Monthly Maintenance Progress Report

The Contractor shall submit to CDOT for Review the current Monthly Maintenance Progress Report with each Monthly Invoice, as required in Book 2, Section 18.

No invoice will be reviewed or processed until all invoice documents and certifications, as identified in this Section, are received by CDOT.

#### **2.1.5.4 Progress Status Meetings**

The Contractor shall schedule and conduct a Progress Status Meeting 3 Days following draft Monthly Invoice submittals. The meeting shall be used to verify, address, and finalize the following:

1. Actual start dates.
2. Actual and planned Project Completion Deadlines.
3. Earned value of Work that has been Accepted and reported in-place, based on installed quantities and Material on hand (stockpiled Materials).
4. Activity percent complete.
5. Incorporation of Approved Change Orders.
6. Verification of unit-price items, if any.
7. Status of outstanding Nonconforming Work.
8. Completion of Value Engineering Change Proposals, if any.
9. Work performance.
10. Monthly Progress Schedule, including changes from previous month's Monthly Progress Schedule.
11. Critical Path(s).

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Following the Progress Status Meeting, CDOT will have up to 7 Days to review and comment on the draft Monthly Invoice submittal. After reviewing, CDOT will return the draft for the Contractor to revise and correct. The Contractor shall then submit a corrected and final Monthly Invoice to CDOT for Approval. Approval of the final Monthly Invoice will be issued within 7 Days, contingent upon the Contractor's satisfactory resolution of CDOT's comments of the draft Monthly Invoice submittal.

#### **2.1.5.5 Drawdown Plan**

This is a multiyear construction Contract. Therefore, CDOT *Standard Specifications*, Section 108 and Section 109 specify the monthly payment schedule requirements. Section 108 and Section 109 also discuss projected year of expenditure by the Contract as compared to year of expenditure encumbrance. The Contractor shall coordinate with CDOT to assure that the monthly payment schedule minimizes differences between the annual expenditure versus encumbrance.

The Contractor shall submit to CDOT for Review a drawdown plan showing the estimated monthly payments to be made from CDOT to the Contractor for the duration of the Project based on the Contract Price listed on Form J in Book 1 (including any executed Change Orders). The drawdown plan shall be submitted to CDOT within 10 Days of CDOT Acceptance of the Preliminary Baseline Schedule and within 10 Days of CDOT Approval of the Original Baseline Schedule. The Contractor shall submit to CDOT for Review the revised drawdown plan within 10 Days of CDOT Approval of each Revised Progress Schedule.

The drawdown plan shall conform to the following requirements:

1. Provide an estimate of monthly expenditures based on the early finish dates for all Activities in the Preliminary Baseline Schedule, Original Baseline Schedule, or Revised Progress Schedule, as applicable.
2. Provide an estimate of monthly expenditures based on the late finish dates for all Activities in the Preliminary Baseline Schedule, Original Baseline Schedule, or Revised Progress Schedule, as applicable.

#### **2.1.6. Meetings**

##### **2.1.6.1 Task Force Meetings**

At a minimum, the Contractor shall conduct task force meetings for disciplines to facilitate "Over the Shoulder" review of the design. At a minimum, the following discipline reviews shall be undertaken:

1. Drainage
2. Roadway/Pavement/Earthwork
3. Structures/Geotechnical
4. Traffic/ITS/Anti-Icing System
5. Utilities
6. Environmental
7. Public Involvement
8. Civil Rights
9. Design Changes to Released for Construction (RFC) Documents

The Contractor shall include appropriate Stakeholders in task force meetings, such as the appropriate local Traffic Engineers, Parks and Recreation staff, and Engineers; impacted Utilities; and others.

### **2.1.6.2 Weekly Status Meetings**

The Contractor shall hold weekly status meetings that include appropriate Stakeholders. At a minimum, the following topics shall be addressed:

1. Three-week look-ahead schedule.
2. Issues matrix/Change Orders.
3. Quality.
4. Transportation Management Plan (TMP)/Maintenance of Traffic (MOT).
5. Environmental compliance.
6. Public involvement.
7. Civil Rights.

### **2.1.7. Video and Photographs**

#### **2.1.7.1 Pre-Construction Videos and Photographs**

Immediately after NTP1, the Contractor shall take and label a sufficient number of pre-construction photographs and a high-quality video of the Site in high definition (HD) format that can be used to resolve any disputes that may arise regarding the conditions prior to and subsequent to construction. The photograph and video survey shall show roadways, structures, drainage, existing landscape, and all areas necessary and/or anticipated to be impacted by the Work, including haul and detour routes. This pre-construction photograph and video survey shall be submitted to CDOT for Acceptance prior to ENTP. If a dispute arises where no or insufficient photographic or video evidence of an existing condition is available, the disputed area shall be restored to the extent directed by CDOT at no additional cost to CDOT. Photos shall be sequentially taken. Files shall be individually labeled to describe Project location, or at a minimum, numerically chronological from one end of the Project limits to the other. File dates should show a date prior to construction.

#### **2.1.7.2 Progress Videos and Photographs**

The Contractor shall provide progress photos on a monthly basis for Review in a similar file structure as required for pre-construction photographs. Photos shall document Work as it progresses, capturing before, during, and after conditions. File dates shall show the actual date that the photo was taken. The Contractor shall provide the photographs to CDOT via CDOT's Document Management System (DMS) each month.

The Contractor shall take aerial video of the Work and the Site every 3 months at a minimum. Aerial video shall include all areas under construction, whether temporary or permanent, and all other areas impacted each time they are taken. One video from an oblique angle shall be taken from one direction along the corridor consistently throughout the Project duration. The Contractor shall confirm with CDOT the views to be used during recording and the approximate time at which the video will be obtained.

The Contractor shall provide one complete set of aerial video when taken. All video shall be provided in high-quality digital format.



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The Contractor shall take construction timelapse video of the Project, including bridge construction, landslide mitigation, and major excavation activities.

The Contractor shall provide interior and exterior photographs of each buried Structure just prior to burial. These shall include a minimum of 4 internal views (as applicable) and 4 external views of each Structure. The following information shall be provided for each digital photograph:

1. Date photograph was taken.
2. Title of Project.
3. Description and location of Structure and Structure number, if available.
4. Description of view shown in photograph.
5. Identification of photographer.
6. Sequential number of photograph.

## **2.2 Office Facilities and Options**

### **2.2.1. Office**

The Contractor and CDOT shall be co-located for the duration of the Project construction. Co-location of the design team is not required. The Contractor and CDOT offices within the co-located office space shall not be intermingled. The Contractor may consult with CDOT about availability of suitable local sites and office facilities.

The Contractor shall provide office space (the CDOT office) and equipment for 15 CDOT personnel, including at least 4 private offices.

The Contractor shall make available its proposed facilities for inspection and Approval by CDOT prior to CDOT occupying any Contractor-provided facilities not later than 60 Days after NTP1, and 10 Days prior to Earthwork NTP, as applicable. The Contractor shall furnish CDOT's staff with offices that are in good and serviceable condition (condition comparable to the Contractor's office space) within 1 mile of the Project. Both parties shall participate in a facility condition inspection prior to and at the completion of occupancy.

CDOT will return possession of Contractor-provided facilities to the Contractor in essentially the same condition as when CDOT initially occupied the facilities, except for reasonable wear and tear.

The Contractor shall secure the Site; obtain all Site permits; install, set up, and provide Utility services; and maintain the facilities as part of the Work.

In the event that office spaces or appurtenant facilities are stolen, destroyed, or damaged during the Work, except by fault of CDOT, the Contractor shall at its expense repair or replace those items provided to their original condition within 5 Working Days. If loss or damage is caused by CDOT personnel, the Contractor shall replace the facilities within 5 Days, except CDOT will be responsible for costs incurred.

The Contractor shall maintain the CDOT Offices until at least 90 Days following the Final Acceptance of the Project unless otherwise agreed to by CDOT. CDOT may, at its option, vary the number of its staff throughout the duration of the Project. However, the Contractor shall maintain the initial number and size of the CDOT Offices, conference rooms, reception area, break room and filing area (the CDOT Office Facilities) until 90 Days following the Final Acceptance of the Project.

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The Contractor shall be responsible for disposal or removal of all CDOT Office facilities and any Site restoration Work required.

The Contractor shall provide:

1. Telephones and telephone service with at least 2 lines for CDOT Offices, conference rooms, and break room.
2. High-speed Internet connection (30 megabits per second [Mbps] download and upload speed or greater) for all CDOT staff workstations within the CDOT Office. CDOT will provide router and switch for all CDOT staff offices.
3. Networking for all CDOT workstations within the CDOT Office.
4. For CDOT staff, 2 networked color laser printer/copiers, with additional 11- x 17-inch paper tray, including paper, toner, parts, service, and repairs. The printer shall be capable of scanning documents to 11- x 17-inch size and transmitting the scanned file to multiple email addresses.
5. Overhead lighting meeting Occupational Health & Safety Administration (OSHA) and code requirements for office space.
6. Office space not less than the size indicated below:
  - A. Private offices: 100 square feet of enclosed office space (with door) for 4 of the offices.
  - B. Partitioned offices: minimum 36 square feet enclosed office space per office (cubicles/partitions are acceptable, and comparable to Contractor staff space).
  - C. One enclosed conference room with doors capable of accommodating a 30-person meeting, with at least 50% of seating capacity at the conference table. This can be a shared conference room between the Contractor and CDOT.
  - D. One enclosed conference room with doors for CDOT's exclusive use capable of accommodating a 20-person meeting, with 12-person seating capacity at the conference table. The conference room shall be in an adjacent space to the CDOT Offices.
  - E. Break room: 150 square feet with sink, counter, microwave, and 20-cubic-foot refrigerator, and drinking water with dispenser.
  - F. One reception area with common access to the CDOT Office.
  - G. Storage room: 150 square feet, enclosed with lockable door.
7. Furnishings, as follows:
  - A. Conference Room
    - i. Conference table and chairs.
    - ii. Wastebasket.
    - iii. Hanging, erasable white board that is 6 feet wide minimum.
  - B. Offices
    - i. Desk that is minimum size 76 x 36 inches with locking drawers.
    - ii. Computer workstation desk capable of holding a desktop printer, monitor, keyboard, and any accessories.
    - iii. Worktable (private offices only).
    - iv. Ergonomically correct, OSHA-approved chairs.

- v. Extra office chair.
  - vi. Hanging, erasable white board, 4 feet wide, minimum (private offices only).
  - vii. Bookshelf.
- 8. Indoor restrooms suitable for the office space.
  - 9. All-weather parking, 1 space per employee, plus 5 visitor spaces (20 total).
  - 10. Weekly janitorial service.
  - 11. Maintenance of the exterior area of office, including access to parking and snow removal.
  - 12. Facilities that meet American with Disabilities Act (ADA) access requirements and meet all local code requirements for office space.
  - 13. Heating, ventilation and air conditioning/cooling systems adequate for office use.
  - 14. 24 hours a day, 7 days a week secure access after normal working hours.

### **2.2.2. Design-Build Field Laboratory (Owner Testing)**

The Contractor shall provide one Class 2 Field Laboratory per CDOT *M&S Standards* for CDOT use.

### **2.2.3. Project Vehicles**

Intentionally left blank.

### **2.2.4. Project Directory**

The Contractor shall maintain and furnish to CDOT a Project directory listing the names, addresses, and telephone numbers (e.g., office, cellular) of the Key Personnel and critical support staff of the Contractor and each Subcontractor. The Project directory shall be submitted to CDOT for Acceptance prior to issuance of NTP2. The Contractor shall update the Project directory quarterly for the duration of the Work.

## **2.3 Safety Management**

### **2.3.1. Project Safety Management Plan**

The Contractor's Project Safety Management Plan (PSMP), per CDOT *Standard Specifications*, Section 107.06, shall be submitted for Acceptance prior to ENTP.

The PSMP is a living document and shall be updated when a process, method, chemical, or other Work criterion changes that affects the safety of a person or property. The Contractor shall submit to CDOT for Review any updated portions of the PSMP.

#### **2.3.1.1 Project Safety Management Plan Criteria**

The PSMP must answer the "who, what, and how" questions based upon the Technical Criteria contained within Book 2 and the 12 elements identified in the CDOT *Standard Specifications*, Section 107.06.

#### **2.3.1.2 Project Safety Management Plan Training and Communication**

All Project staff, including CDOT, Contractors, and Subcontractors, must be trained on the elements of the Contractor's Accepted PSMP submittal.

### **2.3.1.3 Safety Meetings**

The Contractor shall conduct regularly scheduled Project Safety Meetings, tool box talks, etc., as specified in the PSMP and per CDOT's *Standard Specifications*.

## **2.4 Document Management**

The Contractor shall establish and maintain its own Document Control System (DCS) to store and record all correspondence, drawings, progress reports, technical reports, specifications, Contract Documents, deliverables, calculations, and administrative documents generated under the Contract. Document Control, storage, and retrieval methods shall include the use of both hard copies and electronic records. The Contractor's DCS shall handle all of the Contractor's Project documents.

All correspondence shall include the Project name and Contract name and number, along with the specific subject of the letter. All replies shall refer specifically to prior correspondence to which they relate.

The Contractor shall make available within 24 hours through a single point of contact, when requested by CDOT, copies of its logs indicating CDOT's outstanding items and a copy of any document requested.

Document Management and Control also must conform to the requirements of Book 2, Section 3.

The Contractor shall use LCPTracker as the designated software and repository for payroll records required for the Project pursuant to Section 2.5 of this Section 2.

The Contractor shall use B2GNow as the designated software and repository for Subcontractor and supplier payment records required for the Project pursuant to Section 2.5 of this Section 2.

### **2.4.1. Document Management System (DMS)**

The Contractor shall transmit all required deliverables and other documents to CDOT via CDOT's DMS – Bentley Deliverables Management.

## **2.5 Civil Rights and Contractor Compliance**

### **2.5.1. Civil Rights Plan Requirements**

The Contractor shall prepare and submit to CDOT a Civil Rights Plan (CRP) for Approval Prior to NTP2. Submission requirements for the Civil Rights Plan are contained in Book 1, Section 7.1.2. The CRP shall include, at a minimum, the following elements:

1. General Plan Requirements:
  - A. A description of the Civil Rights Compliance Manager and other team members responsible for implementing the CRP, including the name of each team member, and a description of their roles and responsibilities on the Project.
  - B. An overall strategy and approach by the Contractor to establishing and implementing the CRP across the Contractor's team and every Subcontractor on the Project to ensure compliance at all Project participant levels.
  - C. A description of how the CRP will be incorporated into the Contractor's process management and quality management programs.
2. Approach to Contract Compliance
  - A. Davis-Bacon and related acts (DBRA).

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- i. A description of how the Contractor will monitor compliance with Davis-Bacon timely and accurate payment by the Contractor and all Subcontractors to employees covered by DBRA.
    - a. Compliance with the Copeland Act to ensure employee payroll deductions are within those allowed by the U.S. Department of Labor (USDOL), or otherwise contractors have obtained USDOL approval as documented in a USDOL Approval Letter.
    - b. Supporting documents (including but not limited to, wage garnishment orders, child support court orders, loan documentation, etc., as detailed in CDOT Certified Payroll Memo (issued June 12, 2018) available online at <https://www.codot.gov/business/civilrights/compliance/labor/payroll>) is uploaded to LCPtracker e-Documents.
    - c. A checklist that shall be used by the Contractor to review each certified payroll submitted to determine compliance.
    - d. Timely determination and request of non-standard classification wages (Form 1444, Request For Authorization of Additional Classification and Rate)
  - ii. A communication process, including an escalation matrix with a timeline, for notifying Subcontractors that certified payrolls are late and or in non-compliance with regulatory requirements and methods for remedying such late submissions and/or non-compliant payrolls.
- B. Equal Employment Opportunity**
- i. A description of how Subcontractors will be monitored and mentored on compliance with the Equal Employment Opportunity (EEO) requirements contained in FHWA 1273 Parts II and III, to ensure compliance and responsiveness to subject Contractor compliance reviews conducted by the contracting agency, including but not limited to:
    - a. EEO/Affirmative Action Plan.
    - b. EEO Officer identification.
    - c. Dissemination of EEO Plan to personnel and supervisors.
    - d. Nondiscrimination.
    - e. Training and opportunities for upgrade and promotion.
    - f. Periodic analysis of spread of wages.
    - g. DBE subcontracting.
  - ii. A description of the Contractor's responsibilities for establishing a jobsite bulletin board(s) on the Project in an accessible location to the public and potential employment applicants, including but not limited to: the checklist that will be used to ensure the required posters are posted and readable at all times and an inspection schedule for the board(s).
  - iii. A description of how the Contractor will ensure its Project personnel and Project personnel of all Subcontractors are aware of the jobsite bulletin board location, the information contained on the board, the prevailing wage decisions applicable to the Project, and EEO Officer information.
- C. Prompt Payment**
- i. A description of how the Contractor will monitor prompt payment reporting within B2GNow for all Subcontractors at all tiers.

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- ii. A description of how the Contractor will establish and communicate clear invoicing requirements to Subcontractors and monitor any invoicing issues that may lead to payment delays and disputes.
  - iii. A description of how the Contractor will document and communicate to CDOT instances in which payment to Subcontractors are withheld for good cause.
  - iv. A description of how the Contractor will monitor, track, and ensure the timely release of retainage to Subcontractors.
- D. Trucking
- i. A description of how activities (on-Site and off-Site) will be monitored and tracked to ensure proper subcontracting arrangements, reporting of subcontracting tiers within B2Gnow, Commercially Useful Function (CUF) by DBEs, certified payroll reporting, tracking of bona fide truck owner-operator status and valid vehicle registration.
  - ii. A description of how field activity will be tracked to identify Subcontractors active on the Project on a daily basis and a description of the documentation and reporting mechanism that will be used to notify the CDOT daily Subcontractor activity.
  - iii. A description of how Subcontractor field activity as documented will be used to ensure completeness and timeliness of reporting to CDOT for Approval of Subcontractors, reporting in B2Gnow, and reporting on certified weekly payrolls.
3. Management of Subcontractors: The FHWA-1273 states that the Contractor shall be responsible for the compliance of any Subcontractor, lower-tier Subcontractor, or service provider on the Project.
- A. A description of the process that will be established to train Subcontractors on the civil rights requirements for the Project to ensure compliance and Subcontractor success for meeting those compliance requirements, including, but not limited to:
    - i. Planned communication and training events (including calendars and timing relative to construction start dates).
    - ii. The technical components of the compliance requirements that will be discussed (i.e., Subcontract requirements, Davis Bacon requirements, EEO/Affirmative Action, FHWA 1273, Prompt Payment, OJT).
    - iii. Training that will be provided on the systems and software programs that Subcontractors will be required to access and use during the Project for reporting requirements (including but not limited to LCPtracker and B2GNow).
  - B. A description of how Subcontractors will be tracked to ensure reporting in B2GNow and Acceptance by CDOT prior to Subcontractors beginning Work on the Project.
  - C. A description of the process that will be used to ensure that all federal requirements (including, but not limited to, Required Federal Provisions, Federal-Aid Construction Contracts, for FHWA 1273 and Prevailing Wage Decisions) shall be included in all subcontracts (all tiers) and a coordination plan for obtaining subcontract change orders to correct any nonconforming subcontracts prior to Subcontractors starting Work.
  - D. The tracking mechanisms that will be used to compare field activity reports to reporting Subcontractor to ensure completeness of approved Subcontractors.
  - E. The processes used to review Subcontractors to ensure no proposed Subcontractors have been debarred or suspended from governmental contracting prior to submitting a CDOT Form 205.

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- F. Contractor will be responsible for ensuring Subcontractors are in compliance with all TERO requirements.
  - i. Subcontractors will be responsible to submit to TERO for approval a TERO Compliance Plan and a Monthly Employment Information Report.
- 4. Tribal Employment Rights Office (TERO)
  - A. Indian Preference
    - i. A statement of the Contractor's commitment to meet TERO requirements and acknowledgment of holding Subcontractors in compliance with the TERO Code.
    - ii. A description of how the Contractor will meet the Employment Preference requirements of the TERO Code including submission and approval of TERO Compliance Plan and Monthly Employment Information Report.
    - iii. A description of how the Contractor will hold Subcontractors responsible for the Employment Preference requirements of the TERO Code.
  - B. TERO Trainee Program: A description of a TERO Trainee Program for Native Americans that will upgrade job skills and provide progressive employment experiences. This must include:
    - i. Recruitment and retainage plan, including a description of how the Contractor will collaborate with the Southern Ute Indian Tribe TERO. Recruitment must include advertisement with the Southern Ute DRUM newspaper and KSUT tribal radio.
    - ii. Identification of the number of positions, work areas, and duties expected to be used to satisfy TERO trainee requirements, including a description of the type of training that will be provided for each position.
    - iii. Description of the TERO trainee selection process that includes collaboration with the Southern Ute Indian Tribe TERO.
    - iv. Communication plan regarding trainee performance.
    - v. A description of the skills and experience that workers in this program will obtain by participating on the Project.
- 5. On-the-Job Training (OJT)
  - A. Identification of the number and description of the skilled craft areas where trainees and apprentices will be used during the Project. The Contractor shall provide a description of the type of training that will be provided for each position.
  - B. A description of how the Contractor will monitor hours completed, training provided, and how the Contractor will alleviate barriers to employment, graduation, and successful permanent placement.
    - i. A description of the Contractor's approach to graduating participants. The Contractor shall identify a target number of graduates in order to maximize participant graduation rates on the Project.
    - ii. A description of how the Contractor plans to utilize Subcontractors to achieve the OJT goal.
    - iii. A quarterly schedule indicating the expected distribution of training hours for the duration of the Project. The quarterly schedule shall indicate specific areas of Work that will be used for training hours.
    - iv. Description of actions the Contractor will take should it fall behind its quarterly schedule of distributed training hours.

- v. If the Contractor chooses to participate in the CDOT RISE Program, a plan for collaborating with and communicating with RISE in order to identify, place, and train new and incumbent workers in Project-related positions. This plan should include information on how Contractor intends to ensure that communications and other information regarding the program is disseminated directly to lower-tier Subcontractors. (See <http://crbrc.org/rise>.)
6. Disadvantaged Business Enterprise (DBE) and Emerging Small Business (ESB)
- A. A list of the areas of Work the Contractor has identified for DBE and ESB participation with a range of the approximate amount of participation estimated for each area of Work. This must reflect a reasonable approach to meeting the DBE and ESB goals with ready, willing, and able DBEs and ESBs. The DBE directory is available at [www.coloradodbe.org](http://www.coloradodbe.org) and the ESB directory is available at [www.coloradoesb.org](http://www.coloradoesb.org).
  - B. A description of the Contractor's overall approach to subcontracting, including a plan for unbundling Work to establish opportunities for DBEs and ESBs.
  - C. A description of any measures the Contractor will implement to assist DBEs and ESBs with bonding and insurance. These measures may include adding Subcontractors to insurance plans, waiving bonding requirements, phased bonding, and limitations on bond and insurance requirements imposed on Subcontractors.
  - D. A description of measures for conducting outreach, training, and providing assistance to DBEs and ESBs. This description shall include a plan to communicate subcontracting opportunities and solicit bids from potential Subcontractors in order to conduct ongoing good faith efforts to achieve the DBE goals for the duration of the Project.
  - E. A plan for encouraging mentor-protégé relationships between contractors on the Project, including an approach for encouraging firms to apply for CDOT's ESB Mentor-Protégé Program (<http://crbrc.org/mp>).

### **2.5.2. DBE Requirements**

- 1. Contract Participation Calculations (determining dollar value for each DBE goal)
  - A. DBE Design Goal:
    - i. The DBE Design Goal shall be based on the prime design Subcontract(s) (i.e., the Subcontract[s] between the Contractor and the Major Participant[s] responsible for design).
    - ii. The dollar value of the DBE Design Goal shall be determined by multiplying the percentage goal set out in Book 1, Section 7.6, by the total value (i.e.; total earnings amount under the contract) of the prime design Subcontract(s).
    - iii. In the event the Contractor does not subcontract with a Major Participant for design Work, the DBE Design Goal shall be based on the total value of Architectural and Engineering Services (excluding Process Control for construction) self-performed by the Contractor and any first-tier Subcontractors performing Architectural and Engineering Services (excluding Process Control for construction).
    - iv. DBEs at any tier performing Work under the prime design subcontracts(s) would be eligible to count toward the DBE Design Goal. In the event that the Contractor does not subcontract with a Major Participant for design Work, DBEs at any tier performing Work as Subcontractors to the Contractor and/or first-tier Subcontractors performing Architectural and Engineering Services (excluding Process Control for construction) would be eligible to count toward the DBE Design Goal.



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- B. DBE Construction Goal:
- i. The DBE Construction Goal shall be based on all Work performed on the Project (excluding Work related to the DBE Design Goal described in this Section 2.5.2).
  - ii. The dollar value of the DBE Construction Goal shall be determined by multiplying the percentage goal set out in Book 1, Section 7.6, by the total value (i.e., total earnings amount under the contract) of all Work performed on the Project (excluding Work related to the DBE Design Goal described in this Section 2.5.2).
  - iii. DBEs at any tier performing Work (excluding Work related to the DBE Design Goal described in this Section 2.5.2) would be eligible to count toward the DBE Construction Goal.
2. NTP1 Process – DBE Design Goal
- A. CDOT will not issue NTP1 until CDOT has Accepted DBE commitments from the Contractor sufficient to achieve the DBE Design Goal or the Contractor has demonstrated sufficient good faith efforts to meet the DBE Design Goal.
  - B. DBE Design Utilization Plan Submission: The Contractor shall submit its DBE Design Goal commitments for Acceptance in a utilization plan via B2Gnow at least 3 weeks prior NTP1.
  - C. In order to complete the utilization plan, the Contractor shall submit CDOT Form 1415 for Acceptance for each DBE that the Contractor intends to make a commitment to use. The Contractor shall complete Section 1 of the Form 1415, and the DBE shall complete Section 2 of the 1415.
  - D. If the Contractor has utilized good faith efforts and still cannot make sufficient commitments to meet the DBE Design Goal prior to NTP1, the Contractor shall submit a report describing its good faith efforts to date and planned good faith efforts going forward. The report shall be submitted for Approval and contain a detailed schedule of when the Contractor plans to submit the remaining commitments needed to achieve the goal. The schedule shall identify specific areas of work in which the Contractor will add the remaining commitments needed to meet the goal.
3. NTP2 Process – DBE Construction Goal
- A. CDOT will not issue NTP2 until CDOT has Accepted DBE commitments from the Contractor sufficient to achieve the DBE Construction Goal or the Contractor has demonstrated sufficient good faith efforts to meet the DBE Construction Goal.
  - B. DBE Construction Utilization Plan Submission: The Contractor shall submit for Acceptance, its DBE Construction Goal commitments in a utilization plan via B2Gnow. The Contractor shall submit the DBE Construction Goal utilization plan to CDOT at least 3 weeks prior to NTP2.
  - C. In order to complete the utilization plan, the Contractor shall submit CDOT Form 1415 for Acceptance for each DBE that the Contractor intends to make a commitment to use. The Contractor shall complete Section 1 of the Form 1415, and the DBE shall complete Section 2 of the Form 1415.
  - D. For any DBE firm that starts work prior to CDOT's Acceptance of the DBE Construction Goal utilization plan, the Contractor may make a commitment to the individual DBE firm by submitting CDOT Form 1415 for Acceptance prior to the submission of the DBE Construction Goal utilization plan. In the event that the Contractor submits Form 1415 after the DBE firm starts work, the DBE's certification status at the time the CDOT Form 205 sublet request was made will control. Commitments Accepted prior to the submission of the DBE Construction

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- Goal utilization plan should be included in the Contractor's DBE Construction Goal utilization plan.
- E. If the Contractor has utilized good faith efforts and still cannot make sufficient commitments to meet the DBE Construction Goal prior to NTP2, the Contractor shall submit a report describing its good faith efforts to date and planned good faith efforts going forward. The report shall be submitted for Approval and contain a detailed schedule of when the Contractor plans to submit the remaining commitments needed to achieve the goal. The schedule shall identify specific areas of work in which the Contractor will add the remaining commitments needed to meet the goal.
4. Commitments: A commitment is a portion of the Contract, identified by dollar amount, designated by the Contractor for participation by a particular DBE. A commitment may be made to a firm at any tier. A commitment is not a subcontract; however, the Contractor must have received a quote from the DBE in order to claim a commitment to the DBE.
5. Good Faith Efforts:
- A. Good faith efforts means all necessary and reasonable steps to achieve the DBE Contract goals which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. Good faith efforts of the Contractor should include, but are not limited to, reaching out to DBEs that could perform subcontracting opportunities on the Project, unbundling Work the prime would self-perform to create opportunities for DBEs, negotiating in good faith with DBEs and not refusing to utilize a DBE for price alone, and other efforts to obtain DBE participation on the Contract. Good faith efforts shall be ongoing for the duration of the Project. For additional guidance on making good faith efforts, see 49 CFR Part 26 Appendix A.
- B. If the Contractor cannot meet the DBE Contract goals by Project Completion, it may seek a waiver to amend the goals by submitting CDOT Form 1416 and other supporting documentation. The burden is on the Contractor to demonstrate it utilized good faith efforts in its attempts to achieve the goals.
6. Utilization Plan Modifications: The Contractor shall utilize the specific DBEs listed on the Accepted utilization plans to perform the Work and supply the Materials for which it is listed unless the Contractor obtains CDOT's written consent to terminate, reduce, or modify the commitment. The Contractor shall use Form 1420, DBE Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver. Failure to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or other remedies established by CDOT.
- A. Terminations and Reductions. A termination occurs when a Contractor no longer intends to use a DBE for fulfillment of a commitment. A reduction occurs when the scope of the commitment changes and constitutes a partial termination. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform the Work originally designated for a DBE Subcontractor with its own forces, those of an affiliate, a non-DBE firm or with another DBE firm.
- i. CDOT cannot accept a termination or reduction unless the Contractor has good cause to terminate or reduce the commitment. Good cause includes: the DBE fails or refuses to execute a written contract; the DBE fails or refuses to perform the Work of its Subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its Subcontractors; the DBE

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fails to meet reasonable, nondiscriminatory bond requirements; the DBE becomes bankrupt, insolvent, or exhibits credit unworthiness; the DBE is ineligible to work because of suspension or debarment proceedings or other state law; the DBE is not a responsible contractor; the DBE voluntarily withdraws from the Project and provides written notice to CDOT, the DBE is ineligible to receive DBE credit for the Work required; the DBE owner dies or becomes disabled and is unable to complete the Work; the DBE ceases business operations or otherwise dissolves; or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the Contract so that the Contractor can self-perform the Work for which the DBE was engaged or so that the Contractor can substitute another DBE or non-DBE contractor after Contract award.

- ii. The Contractor shall provide the DBE notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to CDOT. In the notice of intent, the Contractor shall provide the DBE at least 5 Calendar Days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not be approved. The Contractor is not required to provide the 5 Days' written notice in cases where the DBE in question has provided written notice that it is withdrawing from the Subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.
  - iii. Following the notice period, the Contractor shall submit a Form 1420 for Acceptance. If the Contractor does not obtain Acceptance, the Contractor shall make additional good faith efforts with the DBE.
- B. Substitutions: When a commitment is terminated or reduced (including when a DBE withdraws), the Contractor shall make good faith efforts to find another DBE to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount, but not necessarily the same type of Work under the Contract as the participation that was terminated or reduced up to the Contract goal. To make a substitution, the Contractor shall request the addition of a new DBE and provide a Form 1415, Commitment Confirmation with the request. If the Contractor has not obtained substitute participation, the Contractor shall submit evidence of good faith efforts to substitute. The Contractor shall have 7 Days to submit such information.
- C. Commitment Modification: If the Contractor seeks modifying the Work to be performed under a DBE commitment, it shall submit a revised Form 1415 with the request for the modification. Increases in work included in the original Form 1415 do not need CDOT Approval.
- D. Change Orders: The Contractor shall be required to meet the goals based on the total earnings amount of the applicable Work. Therefore, if CDOT Approves a change which increases or adds scope, the Contractor shall ensure that it has obtained sufficient DBE participation to meet the applicable goal on the increased amount. If the Contractor is unable to meet the goal it will be required to demonstrate a good faith effort to do so. If the Contractor determines that additional DBE participation cannot be obtained, the Contractor shall request a waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.
7. Counting: In order for Work performed by a DBE to count as DBE credit toward any of the DBE goals, the following criteria must be met:
- A. DBE Certified to Perform the Work.

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- i. The DBE must be certified by the Colorado Unified Certification Program (UCP) in the Work to be performed. DBEs are certified in particular areas of Work which are designated by a six digit North American Industry Classifications System code plus a descriptor. Each DBE's work codes can be found in its profile on the Colorado UCP DBE Directory at [www.coloradodbe.org](http://www.coloradodbe.org).
  - ii. The DBE must be certified to perform the Work, and not under suspension, upon submission of the commitment and upon execution of the DBE's Subcontract. When a commitment has been made, but upon review of the sublet request the DBE is no longer certified in the work code which covers the Work to be performed, the Contractor may not use the DBE's participation toward the Contract goal. The Contractor shall terminate the DBE commitment and seek substitute DBE participation. However, a DBE's Work will continue to count as eligible participation if the DBE was certified upon approval of the sublet request but the certification status changes during the performance of the Work. Suppliers must be certified upon execution of the purchase order.
- B. Work Included in Commitment
- i. The Work performed by the DBE must be reasonably construed by CDOT to be included in the Work area and work code identified by the Contractor in an Accepted commitment.
  - ii. If the Contractor intends to use a DBE for Work that was not listed in the original commitment, the Contractor shall submit a request for modification. Unapproved Work will not count toward the Contract goals. A DBE commitment cannot be modified to include Work for which the DBE was not certified at the time of the Acceptance of the original commitment unless such Work is in addition to the original commitment.
- C. Work Performed by DBE
- i. The Work must be actually performed by the DBE with its own forces. For purposes of this specification, Work performed by the DBE with its own forces includes work by temporary employees, provided such employees are under the control of the DBE, the cost of supplies and Materials obtained by the DBE for its Work on the Contract, provided that such supplies are not purchased or leased from the Contractor or a Subcontractor that is subletting to the DBE, the cost any equipment leased by the DBE, provided that such equipment is not leased from the Contractor or a Subcontractor that is subletting to the DBE.
  - ii. When a DBE subcontracts part of the Work, the value of the subcontracted Work shall be counted toward the goal only if the lower-tiered Subcontractor is a DBE and meets the criteria of this standard special provision. Performance by non-DBE Subcontractors, including non-DBE trucking firms and owner-operators, shall be deducted from the DBE's participation.
- D. Payment Received for Work: The DBE must receive payment, including the release of its retainage, in order for the Work to count toward the goal.
- E. Special Calculations for Suppliers: When a DBE supplies goods or materials for a project, the DBE may be classified as a manufacturer, dealer or broker. The DBE's status as a manufacturer, dealer or broker is determined on a contract-by-contract basis by CDOT, based upon the actual Work performed, in accordance with 49 CFR Part 26.53I. When a DBE is deemed to be acting as a manufacturer, 100% of the commitment will count as eligible participation. When a DBE is deemed to be acting as a regular dealer (i.e., non-manufacturer supplier), only 60% of the commitment will count as eligible participation. When a DBE is deemed to be acting as a broker, only the reasonable brokerage fee will count as eligible participation.

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- F. Reasonable Service Fees: For a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, the fees and commissions charged by the DBE shall count toward the Contract goal, provided CDOT determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. In the case of DBE temporary employment placement agencies, only the placement fee for a temporary employee that will be specifically and exclusively used for Work on the Contract shall count as DBE credit; the hourly fee does not count toward the Contract goal unless the firm is also certified in the Work to be performed.
- G. Joint Venture Calculation: When a DBE is a participant in a joint venture, the DBE must apply to CDOT to determine how much of the Work performed by the joint venture will count toward the Contract goal. The DBE shall complete Form 893, Information for Determining DBE Participation when a Joint Venture Includes a DBE. To ensure sufficient time for CDOT review and Acceptance, Form 893 shall be submitted to CDOT no less than 10 Days before the submission of the proposal or, if requested during the Contract, the point at which the DBE will begin work.
- H. Commercially Useful Function
- i. If CDOT determines that a DBE has not performed a commercially useful function (CUF) on the Project, no participation by such DBE shall count toward the Contract goal. CUF means responsibility for the execution of the Work and carrying out such responsibilities by actually performing, managing and supervising the Work. CDOT will monitor performance during the Contract to ensure each DBE is performing a CUF. If CDOT determines that a DBE is not performing a CUF, no Work performed by such DBE shall be counted as eligible participation. The DBE, Contractor, and any other involved Third Parties may also be subject to additional enforcement actions.
  - ii. When determining whether a DBE is performing a CUF, CDOT will consider the amount of Work subcontracted, industry practices, the amount the firm is to be paid compared to the Work performed and eligible participation claimed, and any other relevant factors. With respect to Material and supplies used on the Contract, in order to perform a CUF the DBE must be responsible for negotiating price, determining quality and quantity, ordering the Material, installing the Material, if applicable, and paying for the Material itself.
  - iii. With respect to trucking, in order to perform a CUF, the DBE trucking firm must own and operate at least one fully licensed, insured and operational truck used on the Contract. Additionally, the DBE trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the Contract. CDOT only permits a DBE trucking firm to count the Work performed with trucks it owns, insures and operates using drivers it employs or with trucks it leases from another DBE firm, including owner operators who are certified DBEs. The DBE who leases trucks from another DBE receives credit for the transportation services the lessee DBE provides on the contract.
  - iv. A DBE does not perform a CUF when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation. CDOT will evaluate similar transactions involving non-DBEs in order to determine whether a DBE is an extra participant. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the Work than would be expected on the basis of normal industry practice for the type of Work involved, CDOT will presume that the DBE is not performing a CUF. The DBE may present evidence to rebut this presumption.

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- I. Joint Checks: All joint checks must be Approved by CDOT before they are used in payment to a DBE. A joint check is a check issued by the Contractor or one of its Subcontractors to a DBE firm and a Material supplier or other Third Party for Materials or services to be incorporated into the Work. Joint checks used in payments to DBEs will be monitored closely to ensure (1) the DBE is performing a CUF and (2) the joint checks are not being used in a discriminatory manner. The Contractor shall request CDOT Acceptance for the use of a joint check in a written letter signed by the DBE and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed. Failure to receive Acceptance of a joint check may result in CDOT not counting such payment as participation by the DBE.
8. Form 1432, Commercially Useful Function Questionnaire: Prior to Final Acceptance, the Contractor must submit a Form 1432, Commercially Useful Function Questionnaire for each DBE that performed Work or provided supplies toward meeting the Contract goal. The Form 1432 must be signed by the DBE, Contractor, and CDOT Engineer. A DBE firm's participation will not count toward the goal unless the Form 1432 is submitted.
9. Payment Reduction: The Contractor's retainage amount will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. The Contractor will be subject to a payment reduction for any commitment termination or reduction, which was not Approved, for the same dollar amount in the commitment that was not honored. Additionally, the Contractor will be subject to a payment reduction for the portion of the DBE Contract goals that were not met and not waived. The Contractor will not be subject to duplicate reduction for the same offense.
10. Other Enforcement. As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, DBE firms and applicants for DBE certification, complainants, and contractors using DBE firms to meet Contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.
  - A. Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the DBE program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the DBE program. Failure to comply with this paragraph shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).
  - B. If CDOT determines that a Contractor or Subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may refuse to count any fraudulent or misrepresented DBE participation; withhold progress payments to the Contractor commensurate with the violation; suspend or reduce the Contractor's prequalification status; refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; or seek any other available contractual remedy.

### **2.5.3. SB Requirements**

1. NTP2 Process

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- A. CDOT will not issue NTP2 until CDOT has Accepted ESB commitments from the Contractor sufficient to achieve the ESB Contract Goal or the Contractor has demonstrated sufficient good faith efforts to meet the ESB Contract Goal.
  - B. ESB Utilization Plan Submission: The Contractor shall submit its ESB commitments in a utilization plan via B2Gnow. The Contractor shall submit the ESB utilization plan to CDOT for Acceptance at least 3 weeks prior to NTP2.
  - C. In order to complete the utilization plan, the Contractor shall submit CDOT Form 1415 for each ESB that the Contractor intends to make a commitment to use. The Contractor shall complete Section 1 of the Form 1415 and the ESB shall complete Section 2 of the 1415.
  - D. For any ESB firm that starts work prior to CDOT's Acceptance of the ESB utilization plan, the Contractor may make a commitment to the individual ESB firm by submitting CDOT Form 1415 prior to the submission of the ESB utilization plan. In the event that the Contractor submits Form 1415 after the ESB firm starts work, the ESB's certification status at the time the CDOT Form 205 sublet request was made will control. Commitments Accepted prior to the submission of the ESB utilization plan should be included in the Contractor's ESB utilization plan.
  - E. If the Contractor has utilized good faith efforts and still cannot make sufficient commitments to meet the ESB Contract goal prior to NTP2, the Contractor shall submit a report describing its good faith efforts to date and planned good faith efforts going forward. The report shall be submitted for Approval and contain a detailed schedule of when the Contractor plans to submit the remaining commitments needed to achieve the goal. The schedule shall identify specific areas of work in which the Contractor will add the remaining commitments needed to meet the goal.
2. Commitments: A commitment is a portion of the Contract, identified by dollar amount, designated by the Contractor for participation by a particular ESB. A commitment may be made to a firm at any tier. A commitment is not a subcontract, however the Contractor must have received a quote from the ESB in order to claim a commitment to an ESB.
  3. Good Faith Efforts:
    - A. Good faith efforts means all necessary and reasonable steps to achieve the ESB Contract goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient ESB participation, even if not fully successful.
    - B. Good faith efforts of the Contractor should include, but are not limited to, reaching out to ESBs that could perform subcontracting opportunities on the Project, unbundling Work the Contractor, lead construction firm, or lead engineering/design firm would self-perform to create opportunities for ESBs, negotiating in good faith with ESBs, not refusing to utilize a ESB for price alone, and other efforts to obtain ESB participation on the Contract.
    - C. If the Contractor cannot meet the ESB Contract Goal by Project Completion, it may seek a waiver to amend the ESB Contract goal by submitting CDOT Form 1416 and other supporting documentation. The burden is on the Contractor to demonstrate it utilized good faith efforts in its attempts to achieve the goal.
    - D. Factors CDOT will consider when determining if the Contractor documented adequate good faith efforts include, but are not limited to:
      - i. How well the Contractor followed all the ESB-related process in its CRP.
      - ii. Whether the Contractor solicited through all reasonable and available means the interest of all certified ESBs of all certified ESBs that have the capability to perform Work on the Project.

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- iii. Whether the Contractor selected portions of the Work to be performed by ESBs in order to increase the likelihood that the ESB Contract Goal will be achieved. This includes, where appropriate, breaking out Work items into economically feasible units (for example, smaller tasks or quantities) to facilitate ESB participation, even when the Contractor, lead construction firm, or lead engineering/design firm might otherwise prefer to perform these Work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates ESB participation.
    - iv. Providing interested ESBs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the Subcontract.
    - v. Whether the Contractor, lead construction firm, or lead engineering/design firm negotiated in good faith with ESBs and did not reject ESBs as being unqualified without sound reasons based on thorough investigation of their capabilities.
4. Utilization Plan Modifications. The Contractor shall utilize the specific ESBs listed on the Accepted utilization plan unless the Contractor obtains CDOT's written consent to terminate, reduce or modify the commitment. During the performance of the Contract, the Contractor shall use Form 1420, ESB Participation Plan Modification Request to communicate all requests for termination, reduction, substitution, and waivers to CDOT. One Form 1420 may include multiple requests and must be submitted at the time of the occurrence or, if that is not possible, within a reasonable time of the occurrence requiring termination, reduction, substitution or waiver. Failure to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or other remedies established by CDOT.
  - A. Terminations and Reductions: A termination occurs when a Contractor no longer intends to use an ESB for fulfillment of a commitment. A reduction occurs when the scope of the commitment changes and constitutes a partial termination. Terminations and reductions include, but are not limited to, instances in which a Contractor seeks to perform Work originally designated for an ESB Subcontractor with its own forces, those of an affiliate, a non-ESB firm or with another ESB firm.
    - i. CDOT cannot Approve a termination or reduction unless the Contractor has good cause to terminate or reduce the commitment. Good cause includes: the ESB fails or refuses to execute a written contract; the ESB fails or refuses to perform the Work of its Subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Contractor or one of its Subcontractors; the ESB fails to meet reasonable, nondiscriminatory bond requirements; the ESB becomes bankrupt, insolvent, or exhibits credit unworthiness; the ESB is ineligible to work because of suspension or debarment proceedings or other state law; the ESB is not a responsible contractor; the ESB voluntarily withdraws from the Project and provides written notice to CDOT; the ESB owner dies or becomes disabled and is unable to complete the Work; the ESB ceases business operations or otherwise dissolves; or other documented good cause that compels termination. Good cause does not exist if the Contractor seeks to terminate an ESB it relied upon to obtain the contract so that the Contractor can self-perform the Work for which the ESB was engaged or so that the Contractor can substitute another ESB or non-ESB Contractor award.
    - ii. The Contractor shall provide the ESB notice of the Contractor's intent to terminate or reduce the commitment and the reason for such termination or reduction, with a copy to CDOT. In the notice of intent, the Contractor shall provide the ESB at least 5 Calendar Days to respond to the notice and inform CDOT and the Contractor of the reasons, if any, why it objects to the proposed termination or reduction and any reasons that it shall not



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- be Approved. The Contractor is not required to provide the 5 Days written notice in cases where the ESB in question has provided written notice that it is withdrawing from the Subcontract or purchase order. The notice period may be reduced by CDOT if required by public necessity.
- iii. Following the notice period, the Contractor shall submit a Form 1420 for Acceptance. If the Contractor does not obtain Acceptance, the Contractor shall make additional good faith efforts with the ESB.
- B. Substitutions: When a commitment is terminated or reduced (including when an ESB withdraws), the Contractor shall make good faith efforts to find another ESB to substitute for the original ESB. These good faith efforts shall be directed at finding another ESB to perform at least the same amount, but not necessarily the same type, of Work under the Contract as the participation that was terminated or reduced up to the ESB Contract goal. To make a substitution, the Contractor shall request the addition of a new ESB and provide a Form 1415, Commitment Confirmation with the request. If the Contractor has not obtained substitute participation, the Contractor shall submit evidence of good faith efforts to substitute. The Contractor shall have 7 Days to submit such information.
- C. Commitment Modifications. If the Contractor seeks modifying the Work to be performed under an ESB commitment, it shall submit a revised Form 1415 with the request for the modification. Increases in Work included in the original Form 1415 do not need CDOT Approval.
- D. Change Orders: The Contractor is required to make good faith efforts to meet the goal on the total earnings amount. Therefore, if CDOT issues a change which increases or adds new Work items, the Contractor shall ensure that it has obtained sufficient ESB participation to meet the ESB Contract goal on the increased amount or has made good faith efforts to do so. If the Contractor determines that additional ESB participation cannot be obtained, the Contractor shall request a waiver of the participation. The Contractor shall include its justification for not obtaining additional participation and, at its discretion, CDOT may require additional information regarding the efforts of the Contractor.
5. Counting: The following criteria must be met for Work performed by an ESB to count as credit toward the ESB Contract Goal:
- A. The ESB firm must perform a bona-fide service in furtherance of the Work pursuant to the Contract.
- B. The ESB's Work must be actually performed by the ESB with its own forces under its direct control.
- C. The ESB must self-perform at least 30% of its Subcontract.
- D. When the ESB subcontracts part of its Work, the value of the subcontracted Work shall be counted toward the goal only if the Subcontractor is a certified ESB. Performance by non-ESB Subcontractors shall be deducted from the ESB's participation.
- E. The ESB must receive payment, including the release of its retainage, in order for the Work to count.
- F. When an ESB is acting as a broker, only the reasonable brokerage fee will count as eligible participation.
- G. Reasonable Service Fees: For an ESB firm providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, the fees and commissions charged by the ESB shall count toward the ESB Contract goal, provided CDOT

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- determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. In the case of ESB temporary employment placement agencies, only the placement fee for a temporary employee that will be specifically and exclusively used for Work on the Contract shall count as ESB credit; the hourly fee does not count toward the ESB Contract goal unless the firm is also certified in the Work to be performed.
- H. Joint Venture Calculation: When an ESB is a participant in a joint venture, the ESB must apply to CDOT to determine how much of the Work performed by the joint venture will count toward the ESB Contract goal. The ESB shall complete Form 893, Information for Determining ESB Participation when a Joint Venture includes an ESB. To ensure sufficient time for review, Form 893 shall be submitted to CDOT no less than 10 Days before the submission of the proposal or, if requested during the Contract, the point at which the ESB will begin work.
- I. An ESB's Work will not count toward the goal when its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of ESB participation.
- J. Joint Checks: All joint checks must be approved by CDOT before they are used in payment to an ESB. A joint check is a check issued by the Contractor or one of its Subcontractors to an ESB firm and a material supplier or other third party for Materials or services to be incorporated into the Work. Joint checks used in payments to ESBs will be monitored closely to ensure the ESB is performing a bona fide service and the joint checks are not being used in a discriminatory manner. The Contractor shall request CDOT Acceptance for the use of a joint check in a written letter signed by the ESB and the Contractor, stating the reason for the joint checks and the approximate number of checks that will be needed. Failure to receive Acceptance of a joint check may result in CDOT not counting such payment as participation by the ESB.
6. Payment Reduction: The Contractor's retainage amount will not be released until CDOT has determined whether the Contractor will be subject to a payment reduction. The Contractor will be subject to a payment reduction for any commitment termination or reduction, which was not Approved, for the same dollar amount in the commitment that was not honored. Additionally, the Contractor will be subject to a payment reduction for the portion of the ESB Contract goal that was not met and not waived. The Contractor will not be subject to duplicate reduction for the same offense.
7. Other Enforcement:
- A. As it determines necessary, CDOT may conduct reviews or investigations of participants. All participants, including, but not limited to, ESB firms and applicants for ESB certification, complainants, and contractors using ESB firms to meet ESB Contract goals, are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.
- B. Participants shall not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by the ESB program or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the ESB program. Failure to comply with this paragraph shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to ESB firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses ESB firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment)

- C. If CDOT determines that a Contractor or Subcontractor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate ESB participation or any other business arrangement determined by CDOT to be unallowable, or if the Contractor engages in repeated violations, falsification or misrepresentation, CDOT may refuse to count any fraudulent or misrepresented ESB participation; withhold progress payments to the Contractor commensurate with the violation; suspend or reduce the Contractor's prequalification status; or seek any other available contractual remedy.

#### **2.5.4. Quarterly Civil Rights Plan Progress Report**

The Contractor shall submit to CDOT for Acceptance a quarterly progress report addressing the following areas:

1. General
  - A. An updated quarterly schedule listing the anticipated areas of Work to be conducted for the duration of the Project. This quarterly schedule shall specify whether anticipated Work will likely be self-performed by the Contractor or be sublet.
  - B. List of Subcontractors that have completed their portion of the Work during the prior quarter, including total amount paid to the Subcontractor and whether the Subcontractor is still owed retainage.
2. DBE and ESB Goals
  - A. A narrative discussing the Contractor's progress toward meeting each DBE and ESB goal.
  - B. A progress update on the Contractor's efforts toward making new DBE or ESB commitments if the Contractor does not yet have commitments sufficient to meet any of the DBE or ESB goals.
  - C. A description of the anticipated Work to be done by DBEs and ESBs in the upcoming quarter and a list of corresponding DBEs and ESBs anticipated to complete that specific Work effort.
  - D. A description of any new subcontracting opportunities expected during the upcoming quarter.
  - E. A description of compliance issues, such as payment disputes, non-performance of DBEs and ESBs, significant scope of work changes, and commercially useful function concerns.
3. OJT Goal
  - A. A narrative discussing the Contractor's progress toward meeting the OJT goal, including a summary of OJT hours achieved to date.
  - B. An updated quarterly schedule indicating all anticipated Work to be performed in each quarter for the duration of the Project and the expected distribution of training hours separated by areas of Work for the duration of the Project.
  - C. If the Contractor has fallen behind its previously submitted quarterly schedule, the Contractor shall provide a description of the actions it is taking to facilitate increased OJT participation to make up for lost progress.

#### **2.5.5. Submission of Certified Payroll**

To comply with the DBRA requirements contained in Book 1, Section 7.4, weekly certified payrolls shall be submitted for Review to CDOT electronically through CDOT's LCPtracker database.

1. Process for Submitting and Reviewing Certified Payroll

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- A. For all Work covered by DBRA, the Contractor and all Subcontractors shall pay workers unconditionally and not less often than once per week. Workers shall be paid within 7 Days of the applicable contractor's regular weekly pay period end date.
  - B. The Contractor and all Subcontractors shall submit certified payroll within 7 Days of the applicable contractor's regular weekly payment date.
  - C. The Contractor shall serve in the "primer approver" role within the LCPtracker system. The Contractor has 7 Days to either "approve" or "reject" a submitted payroll. If a payroll is rejected, the applicable contractor has 7 Days to correct and resubmit the rejected certified payroll. The Contractor has 7 Days to either "approve" or "reject" the resubmitted payroll.
  - D. The Contractor shall document the date and reason for each rejection and such documentation shall be made available to CDOT upon request. If the applicable contractor does not resubmit a compliant payroll within 7 Days of the Contractor's rejection, the Contractor shall notify CDOT in writing with a corrective action plan for getting the applicable contractor's payroll into compliance.
2. Late Certified Payroll: Within 7 Days of a missed deadline to submit certified payroll, the Contractor shall notify the applicable contractor in writing that it is out of compliance and such documentation shall be made available to CDOT upon request. If the applicable contractor fails to submit the payroll within 7 Days of the Contractor's written notification, the Contractor shall notify CDOT in writing with a corrective action plan for getting the applicable contractor's payroll into compliance.
  3. Required supporting documentation: The following supporting documentation is required in order for a certified payroll submission be considered complete.
    - A. CDOT's Contractor Fringe Benefit and Deduction Statement (CFBDS): Each contractor shall submit a CFBDS in the LCPtracker system prior to or concurrently with its first certified payroll submission. On the CFBDS, each contractor shall list company-wide fringe benefits and allowable deductions offered to its general employee population. An example of an allowable deduction that must be listed on the CFBS is a voluntary third-party retirement plan or insurance deduction. If a contractor's fringe benefits or deductions are altered during the life of the Project, a revised CFBDS shall be submitted.
    - B. Individual Deductions: Deductions listed on a certified payroll that are unique to a specific individual shall be accompanied by supporting documentation submitted into LCPtracker. Examples of such required supporting documentation include, but are not limited to, wage garnishment orders, child support court orders, loan documentation, and USDOL deduction approval letters.
  4. Itemized listing of deductions: All deductions shall be detailed by type and dollar amount on each certified payroll within the "Other Deduction Notes" section of the payroll.

### **2.5.6. Payment Reporting**

All Subcontractors must be registered with B2Gnow and be listed for this Project in CDOT's B2Gnow database.

1. By the 15<sup>th</sup> of each month, the Contractor shall record all payments to Subcontractors by completing an audit in B2Gnow.
2. Each Subcontractor acting as a payor shall report its payments in B2Gnow by the 15th of each month.

3. Once a payment is reported in B2Gnow, the payee Subcontractor or supplier will receive a notice to confirm payment. The Subcontractor or supplier shall have 15 Days from the notice to confirm payment or report an issue.

### **2.5.7. TERO Requirements**

1. TERO Obligation
  - A. Prior to any contractor commencing Work on the Project, a TERO Compliance Plan shall be submitted to TERO at least 30 Days prior. The TERO Compliance Plan shall be approved by the Southern Ute Indian Tribe TERO for any contractor prior to commencing Work. A copy of the TERO Compliance Plan Approval letter must be submitted with every Form 205. See Exhibit 2-B.
  - B. The Monthly Employment Information Report shall be submitted to the Southern Ute Indian Tribe TERO and to the CDOT Civil Rights Specialist by the third Friday of the month by the Contractor and all Subcontractors on the Project. See Exhibit 2-C.
  - C. The TERO shall be notified by the Contractor and all Subcontractors when an employment opportunity becomes available on the project. The TERO Request for Workers form is a guideline of the required information to be provided to TERO. The TERO Request for Workers form may be used by all Contractors to fulfill this requirement. See Exhibit 2-D.
  - D. All recruitment advertisements must include that preference will be given to qualified TERO applicants.
  - E. Good Faith Efforts
    - i. Good faith efforts as determined by the Southern Ute Indian Tribe TERO means all necessary and reasonable steps to achieve compliance with TERO requirements which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to comply with the applicable sections of the Southern Ute Indian Tribal Employment Rights Code and TERO Trainee Program, even if they were not fully successful.
2. TERO Trainee Program
  - A. TERO Trainee Positions
    - i. Within 30 Days of the Contractor's receipt of NTP1, a minimum of 2 full-time (minimum 40 hours a week) trainees shall be hired for participation on the Project.
    - ii. The Contractor shall have a minimum of 2 full-time (minimum 40 hours a week) trainees at all times throughout the lifecycle of the Project.
    - iii. Individual trainee positions shall have terms of 3 to 9 months.
  - B. On-the-Job Training Applicability: A TERO trainee may be eligible to count toward the OJT goal and qualify for the OJT reimbursement if the trainee is enrolled in a CDOT-Approved OJT plan and has been Approved by CDOT to count toward this Project's OJT goal pursuant to the OJT requirements contained in Book 1, Section 7.
  - C. TERO Trainee Recruitment: It is the obligation of the Contractor to recruit TERO trainee positions. The Contractor may work with the CDOT RISE Program (see <http://crbrc.org/rise>) to supplement recruiting efforts.
    - i. The Contractor shall provide the Southern Ute Indian Tribe TERO with the available trainee position needs and anticipated dates of need concurrently with submittal of the CRP.

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- ii. The Contractor shall anticipate trainee positions being vacant. Upon vacation the Contractor shall provide the Southern Ute Indian Tribe TERO with the available trainee position need and anticipated dates of need to ensure continuity of TERO Trainee employment.
  - iii. The Southern Ute Indian Tribe TERO will maintain a list of individuals who are eligible for the TERO Trainee Program. Only individuals on this list shall be considered by the Contractor for fulfilling the TERO trainee requirement.
  - iv. If a position is unfilled on the first Monday of the month and the TERO does not have available trainees, the Contractor shall provide recruitment efforts to fill the vacant trainee position.
  - v. Recruitment must include advertisement with the Southern Ute DRUM newspaper and KSUT tribal radio.
- D. Monthly Monitoring and Completion of Trainee
- i. The TERO Trainee Performance Evaluation shall be submitted to the Southern Ute Indian Tribe TERO by the third Friday of the month by the Contractor for each trainee position. See Exhibit 2-E.
  - ii. Upon completion of the TERO trainee term, the Contractor shall provide the Southern Ute Indian Tribe TERO and each TERO trainee with a certificate of completion that identifies the training period, classification(s), trainee’s supervisor, and letter of reference.

**2.6 Deliverables**

The Contractor shall submit the following to CDOT for Review, Acceptance, or Approval:

**Table 2-2 Deliverables**

<b>Deliverable</b>	<b>Review, Acceptance, or Approval</b>	<b>Schedule</b>
WBS	Acceptance	Prior to NTP1
FHWA Bridge Replacement Cost Report	Acceptance	Concurrent with RFC Submittal of each Structure
Scheduling software	Approval	Prior to NTP1
Preliminary Baseline Schedule	Acceptance	Prior to NTP1
Original Baseline Schedule	Approval	Prior to ENTP and/or 45 days prior to NTP2
Methods Statements	Acceptance	Prior to NTP2
Current Baseline Schedule	Acceptance	Concurrent with Monthly Invoice
Revised Progress Schedule	Approval	Upon CDOT’s or Contractor’s request
Monthly Progress Schedule	Acceptance	Concurrent with Monthly Invoice
Recovery Schedule	Approval	Within 14 Days after the Contractor first becomes aware of a schedule delay. See Section 2.1.
As-Constructed Schedule	Acceptance	With the last Monthly Invoice

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<b>Deliverable</b>	<b>Review, Acceptance, or Approval</b>	<b>Schedule</b>
List of Contractual Schedule Constraints	Review	With Original Baseline Schedule, Current Baseline Schedule, Revised Progress Schedule, and Recovery Schedule
Narrative of changes to previous actual dates or dates required in the Contract	Approval	With any Schedule when dates have been revised
Draft Monthly Invoices	Review	Within 10 Days following prior month's end concurrent with the Progress Status Meeting
Final Monthly Invoices	Approval	Monthly
Invoice Supporting Documents	Approval	Prior to NTP1
Monthly Invoice format changes	Approval	At least 15 Days prior to first invoice and prior to ENTP and/or NTP2
Monthly Progress Report format	Acceptance	Within 10 Days after NTP1
Monthly Progress Schedule	Acceptance	Concurrent with each Monthly Invoice
Certifications by Contractor's Quality Control Administrator	Review	Concurrent with each Monthly Invoice
Monthly Maintenance Progress Report	Acceptance	Concurrent with each Monthly Invoice
Drawdown Plan/Revised Drawdown Plan	Review	With Original Baseline Schedule, Current Baseline Schedule, Revised Progress Schedule, and Recovery Schedule
Pre-construction photographs and video	Acceptance	Prior to ENTP
Progress photographs and videos	Review	Progress photos monthly. Aerial video every 3 months at a minimum. Photographs of buried Structures just prior to burial
Office facilities and options	Approval	Prior to CDOT occupying any Contractor-provided facilities not later than 60 Days after NTP1, and 10 Days prior to ENTP, as applicable
Project directory	Acceptance	Prior to NTP2, updated quarterly
Project Safety Management Plan	Acceptance	Prior to ENTP
Project Safety Management Plan updates	Review	When a process, method, chemical, or other Work criterion changes that affects the safety of a person or property
Civil Rights Plan	Approval	Prior to NTP2
DBE Design Utilization Plan	Acceptance	Three weeks prior to NTP1
DBE Construction Utilization Plan	Acceptance	Three weeks prior to NTP2
CDOT Form 1416	Approval	When Contractor determines it cannot meet one of the DBE goals (if applicable)
CDOT Form 1420	Acceptance	When Contractor wants to modify one of its utilization plans (if applicable)
CDOT Form 893	Acceptance	Prior to the joint venture's work counting toward the DBE goal (if applicable)
Joint Check Letter	Acceptance	Prior to use of a joint check

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<b>Deliverable</b>	<b>Review, Acceptance, or Approval</b>	<b>Schedule</b>
CDOT Form 1432 for every DBE counting toward goal	Acceptance	Before end of the Project
ESB Utilization Plan	Acceptance	Three weeks prior to NTP2
Quarterly Civil Rights Plan Progress Report	Acceptance	Quarterly
Certified Payroll in LCPtracker System	Review	Weekly
Payments to all Subcontractors in B2Gnow System	Review	Monthly
TERO Compliance Plan	Approval	With every CDOT Form 205
TERO Monthly Employment Information Report	Acceptance	Monthly
TERO Trainee Performance Evaluation	Acceptance	Monthly

\*If the Contractor elects to utilize Earthwork NTP (ENTP), the deliverables identified for ENTP shall be submitted to CDOT for Review, Acceptance, or Approval prior to CDOT issuing ENTP. If the Contractor elects not to use ENTP, those deliverables identified shall be submitted to CDOT for Review, Acceptance, or Approval prior to CDOT issuing Second Notice to Proceed (NTP2).

**2.7 Exhibits**

- Exhibit 2-A Work Breakdown Structure
- Exhibit 2-B TERO Compliance Plan
- Exhibit 2-C TERO Monthly Employment Information Report
- Exhibit 2-D TERO Request for Workers Form
- Exhibit 2-E TERO Trainee Performance Evaluation