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| REVIEW OF NEW SPECIFICATION OR SPECIFICATION CHANGE  | **Log No.: PF-1** |
| **Specification Section No.:** N/A | **Item:** Project First Program |
| **Originating Office:** Project Support | **By:** Mark Straub |
| **Date Sent For Review:** August 23, 2018 | **Date Comments Due:** September 6, 2018 |
| Submit response to: Shawn Yu, Standards and Specifications Unit Manager, 3rd floor, CDOT HQ |
| **Vote****Y/N** | **Concurrent Reviews – Others Commenting** | The attached Draft Specification is submitted for your review and comments. If not returned by Date Comments Due, the draft specification will be considered to be approved unless the Standards and Specifications Unit of the Project Development Branch [(303) 757-9474, (303) 757-9402] is advised otherwise.**REMARKS:** When this standard special provision is issued, it will replace the current Partnering Program standard special provision and be used on all projects. |
|  | **Spec Committee Members:** | **✓** |
|  | Co-Chairman: Neil Lacey | ✓ |
|  | Region 1: Telecia McCline | **✓** |
|  | Region 1: Jason Lucerna | **✓** |
|  | Region 2: Jody Pieper | **✓** |
|  | Region 3: Jarrett Spegele | **✓** |
|  | Region 4: Chris Boespflug | **✓** |
|  | Region 5: David Valentinelli | **✓** |
|  | Project Development: Neil Lacey | **✓** |
|  | Standards and Specifications: Shawn Yu | **✓** |
|  | Area Engineers: Straub, Zamora, & Ryburn | **✓** |
|  | Bridge: Hoang Bui | **✓** |
|  | Contracts & Market Analysis: Markos Atamo | **✓** |
|  | Materials: Mike Stanford | **✓** |
|  | Materials: Craig Wieden | **✓** |
|  | Traffic Engineering: Thomas Dinardo | **✓** | REVIEWER COMMENTS:( ) Approved ( ) Disapproved ( ) ModifiedIf disapproved or modified, give reason why and show any modifications on the attached draft copy: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Name/Signature Date |
|  | Maintenance: Tyler Weldon | **✓** |
|  | FHWA: Kelly Galardi | **✓** |
|  | Attorney General: Leo Milan | **✓** |
|  | **Others:** |  |
|  | Colorado Contractors Assoc.: Jim Moody | **✓** |
|  | **Technical Committees:** |  |
|  | Bridge |  |
|  | PDAC | **✓** |
|  | Drainage Advisory Committee (DAC) |  |
|  | Water Quality Advisory Committee (WQAC) |  |
|  | Joint Co-op, CDOT/CCA |  |

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| **COLORADO DEPARTMENT OF TRANSPORTATION****SUBMITTAL OF NEW SPECIFICATION OR SPECIFICATION CHANGE** | Log No. (Assigned by Standards and Specifications Unit)PF-1 |
| TO: Standards & Specifications Unit Project Development Branch | FROM:Mark Straub(Region, Branch or Technical Committee) |
| SPECIFICATION SECTION NO.Miscellaneous | ITEMNA | PriorityRoutine Fast |
| Reason for this new or changed specification:CDOT's management has decided Project First will be required on all projects. This draft specification is intended to delete the existing partnering specification and replace it with this Project First specification.CDOT management feels CDOT and Contractors need to work more collaboratively towards the successful completion of construction projects.This specification is intended to foster collaboration through the use of meetings and tools provided in this specification. |
| New or Revised Specification:This submitted specification is revising the partnering specification and changing its name. |
| NOTE: See Procedural Directive 513.1 for a description of appropriate specification development procedures. |

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PROJECT FIRST PROGRAM

**NOTICE**

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

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

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

Use this standard special provision on all projects.

The designer should add a Planned Force Account, Item 700-70011, F/A Project First, to the plans and project special provisions to account for costs associated with the partnering process.

PROJECT FIRST PROGRAM

Participation in the Project First Program is a requirement for this project.

The Project First Program is structured to draw on the strengths of each organization, CDOT and the Contractor, to identify and achieve mutual goals. The objective is effective and efficient Contract performance with reciprocal cooperation and completion within budget, on schedule, and in accordance with the Contract.

A workshop shall be held prior to the Preconstruction Conference. The following persons shall attend the workshop: CDOT's Resident Engineer, Project Engineer, and key project personnel; the Contractor's on‑site project manager and key project supervision personnel; and the subcontractors' key project supervision personnel. The following personnel shall also be invited to attend as needed: project design engineer, key local government personnel, suppliers, design consultants, CDOT maintenance foreman, CDOT environmental manager, key railroad personnel, and key utility personnel.

Follow‑up workshops shall be held periodically throughout the duration of the Contract as agreed by the Contractor and the Engineer at the initial workshop, but shall be no less frequent than every other month for projects lasting longer than 6 months. For projects lasting less than 6 months, the minimum number of workshops shall be the initial workshop, one interim workshop, and a final closeout workshop.

The establishment of a Project First charter is optional. The charter does not change the legal relationship of the parties to the Contract or relieve either party from any terms of the Contract. If a charter is developed, it shall be developed at the initial workshop.

 The initial workshop agenda shall, at a minimum, cover the following items:

1. Development of Charter (optional as described above).

2. Presentation by the Contractor of the planned approach to building the project.

3. Development of a list of risks to each party along with a probability and severity associated with each risk.

4. Discussion and generation of possible solutions to manage and mitigate the risks. Each party should provide input regarding the risks associated with the other party.

5. Development of an escalation matrix. This shall be a list of specific people to whom to escalate concerns of construction administration issues related to the project. This matrix is not for escalating discussion of the merit or quantum of a dispute, but rather for the following issues:

A. Where either party appears to be working in bad faith. This would include not answering requests for information (RFIs), not following direction of the Project Engineer, taking too long to answer RFIs, intentional delay of monthly estimates, delay in writing change orders, delay in providing documentation requested by CDOT, delayed submittals, etc.

B. Where either party’s project staff blatantly does not follow Contract requirements.

C. Where either party’s project staff appears unable or not competent in performing construction administration duties.

6. Review and use of an issue tracking form. This form shall be used and updated throughout the project.

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

Each party shall pay half of the following costs related to Project First:

1. The billing from a consultant or entity hired by CDOT or the Contractor for formal partnering or to facilitate partnering.
2. The value of receipts for purchasing food and drinks.

All other costs are incidental and shall be absorbed by the party incurring them. Before any shared costs are incurred, the other party shall agree to them. Each party shall submit statements of the above costs to facilitate calculation of any costs CDOT owes the Contractor.

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