**Revise Section 105 of the Standard Specifications as follows:**

**Add the following to Subsection 105.10, Cooperation by the Contractor, as shown:**

**PROJECT FIRST PROGRAM.** Project First is required on all projects with an Engineer’s Estimate of over one million dollars and is optional and highly recommended for all other projects. The Project First Program shall not take precedent over any other Contract requirement.

The Project First Program is structured to draw on the strengths of the Contractor and the Department to identify and achieve mutual goals. Project First is a scalable program that supports effective and efficient contract performance, performed with reciprocal cooperation. The goal is a project completed within budget, on schedule, and per with the Contract. The CDOT Project Engineer and the Superintendent are the lead representatives to address the issues promptly and at the appropriate level. Executives from both organizations are encouraged to be active supporters and to visit with the project teams. The Project First Program includes the team developing tools to identify and manage project risks and facilitate communication. The tools are developed and updated for the project’s duration in formal Workshops and project meetings.

**Project First Workshops**

1. *Workshop Facilitation.* All costs related to Project First are incidental to the project except for the actual costs for the use of a workshop third-party facilitator. The cost for a workshop facilitator shall be agreed upon before engagement. CDOT and the Contractor shall equally share the facilitation costs. Either CDOT or the Contractor may contract directly with the third party.
2. *Initial Workshop.* CDOT and the Contractor shall conduct an initial workshop before the Preconstruction Conference. The Project Engineer and the Superintendent shall jointly agree on the individuals to invite to the initial workshop. They shall invite the members from their respective teams. The Region Transportation Director or the Program Engineer, the Resident Engineer, the Project Engineer, and other project personnel. The Contractor owner, executive or a representative, the Superintendent, project supervision personnel, and key subcontractors shall attend the initial workshop. The Project Engineer and the Superintendent shall jointly determine if other stakeholders shall attend. At the initial workshop, the parties will discuss their planned approach to the project and develop the Project First Tools.
3. *Follow-up and Closeout Workshops*. Project teams shall conduct follow‑up workshops at least once every two months, and one final closeout workshop. When there are open items on the Project Risk Assessment Tool, workshops shall continue during no-work periods. Workshops are not required during landscape establishment periods. The project team shall conduct the closeout workshop before Final Acceptance.

The Resident Engineer, the Project Engineer, the Superintendent, and project supervision personnel shall attend the Follow-up and closeout workshops. The Region Transportation Director or Program Engineer, the Contractor owner, executive, or representatives are not required to attend the follow-up and closeout workshops. The subcontractors or stakeholders with open risk items and incomplete work, shall attend the follow-up and closeout workshops. The Project Engineer and the Superintendent shall jointly determine if other stakeholders shall attend.

In the follow-up workshops the parties will update Risk Assessment Tool risks, including adding any new risks and closing completed risks. The parties shall resolve all remaining risks and document lessons learned before or by the closeout workshop. The project team should also celebrate the project successes.

**Project First Tools.**

1. *Project Risk Assessment Tool*. The Project Team shall develop and update a Project Risk Assessment Tool. This Tool shall support risk identification, analysis, response strategy, monitoring, and control. All parties shall use the Project Risk Assessment Tool to document and manage the project risks. A risk for the purpose of Project First is an unexpected known event or potential future event that may positively or negatively affect the project costs, schedule, scope, or relationship. Modify the Project Risk Assessment Tool to suit the project.
2. *Project First Escalation Ladder*. Use the Escalation Ladder to escalate major or repeated performance concerns to the next person in the supervisory chain. The Escalation Ladder is a list that includes the name, title, and contact information of the individuals in the supervisory chain for the Contractor’s project organization and for the CDOT project organization. The Contractor and CDOT shall keep the Escalation Ladder up to date. The Project Team shall use the Escalation Ladder when the following types of concerns occur:
* Bad Faith: When an individual is intentionally dishonest by not fulfilling legal or contractual obligations, misleads others, enters into an agreement without the intention or means to fulfill it, or violates basic standards of honesty in dealing with others.
* Administration Performance: When an individual is not responsive in administrative performance such as resolving requests for information, developing partial payments, submitting required documentation, delays in progressing issues, and in negotiations. When an individual is unable to or is not competent in performing construction administration duties.
* Defiance: When an individual disregards Contract requirements or the direction of the Engineer
* Professionalism: When an individual acts in an unprofessional manner, including disrespectful, vulgar, or aggressive behavior.

Although these concerns may contribute to the issues described in subsection 105.22, they are different. Subsection 105.22 is the Contract escalation process for issues related items in subsections 104.02, 104.03, 106.05, 106.06, 108.08(a), and 108.08(d) for merit and quantum.

1. *Project First Charter.* The establishment of a Project First charter is optional. A Charter shall not change the legal relationship of the parties to the Contract nor act as a waiver of, nor supersede the terms of the Contract. If a Charter is developed, the Project Team shall develop the Charter jointly.

**MARKED-UP VERSION**

**PROJECT FIRST PROGRAM**

Project First is required on this project.

The Project First Program is structured to draw on the strengths of the Contractor and the Department, to identify and achieve mutual goals. The objective is to have a scalable program, that supports effective and efficient contract performance and is performed with reciprocal cooperation. The goal is a project with completion within budget, on schedule, and in accordance with the Contract. The CDOT Project Engineer and the Superintendent are the lead representatives to address the issues timely and at the appropriate level. Executive management from both organizations are encouraged to be active supporters and visit with the project teams. The Project First Program includes developing tools to identify and mange project risks and facilitate communication. The tools are developed and updated for the duration of the project in formal Workshops and in project meetings.

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

**Project First Workshops**

CDOT and the Contractor shall conduct an initial workshop before the Preconstruction Conference. Projects with a duration, from start of construction to final acceptance that are planned to continue longer than six months, shall conduct follow‑up workshops at least once every two months and one final closeout workshop. For projects with a duration of less than six months, there shall be an initial workshop, at least one follow-up workshop, and a final closeout workshop. Workshops are not required during landscape establishment periods. When there are open items on the Project Risk Assessment Tool, Workshops shall continue during no-work periods.

the shall individualsinviteeachws. They shall teams. The Region Transportation Director or a representative, the Resident Engineer, the Project Engineer, and other project personnel will attend the Initial workshop. The Contractor owner, executive or their representative, the superintendent, prime project supervision personnel, and key subcontractors shall attend the initial workshop. The Project Engineer and the Superintendent shall jointly determine if other individuals shall attend such as the design engineer, stakeholders such as local government personnel, suppliers, the CDOT maintenance foreman, CDOT environmental manager, railroad personnel, or utility personnel.

The personnel attending the initial workshop shall attend the follow-up and close-out workshops. The Region Transportation Director, the Contractor owner, executive, or their representatives and subcontractors and stakeholders whose work is completed are not required to attend.

The initial workshop agenda shall include the following:

* Presentation by the Contractor of the planned approach to building the project
* Presentation by CDOT of the planned approach to administer the project
* Discussion and development of:
	+ a Project Charter (when necessary)
	+ a Project Risk Assessment Tool (formally the Issue Documentation Matrix)
	+ a Project First Escalation Ladder.
* Discussion to determine the frequency and the logistic details for Follow-up Workshops
* Discussion to determine the frequency and the person responsible for maintaining the Project Risk Assessment Tool and the Project First Escalation Ladder.

The Follow-up workshop agenda shall include:

* Revisit the Project Charter
* Discussion on the project risk, responsible party, and their status.
* Update the Project Risk Assessment Tool
* Update the Project First Escalation Ladder.

The Close-out workshop agenda shall include:

* Close-out of any open risk items
* Celebrate the Project Success

*Workshop Facilitation.* All costs related to Project First are incidental to the project with the exception of the actual costs of a third party used for workshop facilitation. The cost for a workshop facilitator shall be agreed upon before engagement and shall be split equally between CDOT and the Contractor. Either CDOT or the Contractor may contract directly with the third party.

**Project First Tools**

*Project Risk Assessment Tool*. The Project Team shall develop and update a Project Risk Assessment Tool (formally known as a)eProject Risk Assessment Tool shall be used by all parties to document and manage the project risksTool help with, risk identification, analysis, response strategy, monitoring, and control

*Project First Escalation Ladder*. The Escalation Ladder shall be used to escalate major or repeated performance concerns to the next person in the supervisory chain. The Escalation Ladd is a list that includes the name, title, and contact information in the supervisory chain for theContractor’s project organization and for the CDOT project organization. The Project Team shall use the Escalation ladder when the following types of concerns occur :

* Bad Faith: An individual is intentionally dishonest by not fulfilling legal or contractual obligations, misleads others, enters into an agreement without the intention or means to fulfill it, or violates basic standards of honesty in dealing with others.
* Administration performance: When an individual is not responsive in administrative performance such as resolving requests for information, developing partial payments, submitting required documentation, delays in progressing issues, and in negotiations. When an individual is unable to or is not competent in performing construction administration duties
* Defiance: When an individual disregards Contract requirements or the direction of the Engineer
* Professionalism: When an individual acts in an unprofessional manner, including disrespectful, vulgar, or aggressive behavior.

Although these concerns may contribute to the issues described in subsection 105.22, they are different. Subsection 105.22 is the Contract escalation process for issues related items in subsections 104.02, 104.03, 106.05, 106.06, 108.08(a), and 108.08(d) for merit and quantum..

*Project First Charter*

The establishment of a Project First charter is optional. A Charter shall not change the legal relationship of the parties to the Contract nor act as a waiver of, nor supersede the terms of the Contract. If a Charter is developed, it shall be developed jointly.

Examples of the tools to assist with Project First can be found on the CDOT’s website at:

<https://www.codot.gov/business/designsupport/design-docs/project-first-on-construction-projects>.

**ORIGINAL**

**PROJECT FIRST PROGRAM**

Project First is a requirement for this project.

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

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

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

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

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

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

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

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

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

1. Development of charter (optional as described above)
2. Presentation by the Contractor of the planned approach to building the project
3. Presentation by CDOT of the planned approach to administer the project
4. Development of a list of risks to each party along with a probability and severity associated with each risk
5. Discussion and generation of possible solutions to manage and mitigate the risks. Each party shall provide input regarding the risks associated with the other party.
6. Development of an escalation ladder. This ladder shall be used to escalate major or repeated performance concerns up the supervisory chain. The ladder shall be two lists, one for escalation within the Prime company organization and one for escalation within the CDOT organization. The escalation ladder shall be employed when the following types of concerns arise:
7. Bad faith
8. Administration performance: When any party is not responsive in administrative performance such as resolving requests for information, developing partial payments, submitting required documentation, delays in progressing issues, and in negotiation of prices.
9. Where either party’s project staff refuses to follow or repeatedly does not follow important Contract requirements or the direction of the Engineer
10. Where either party’s project staff appear unable or not competent in performing construction administration duties
11. Professionalism: When either party is acting in an unprofessional manner. This includes being disrespectful, vulgar, or exhibiting aggressive behavior.
12. Although these types of issues may contribute to those as described in subsection 105.22, they are a different type of issue. Subsection 105.22 is the only Contract escalation ladder for all issues related to quantum and Contract time.
13. Development of an Issue Documentation Matrix. This document shall be used to track large or potentially large issues which arise during construction. This document shall at a minimum do the following:
14. List and describe the issue.
15. Track the progress towards resolution of the issue by tracking which party has the actionable item and the dates the actions were completed.
16. Determination and agreement as to which party will administer to (update) each Project First tool.

Tools to assist with Project First can be found on CDOT’s website at:

<https://www.codot.gov/business/designsupport/projectfirst>.

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

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