**Notice**

The Standard Special Provision (SSP) on the following page revises or modifies CDOT’sStandard Specifications for Road and Bridge Construction*.* The Construction Engineering Services Branch has reviewed, approved, and issued it. Use as written without change. Do not use modified versions of it on CDOT construction projects. Do not use the following special provision on CDOT projects in a manner other than specified in the instructions without approval by CDOT’s Standards and Specifications Unit. The instructions for use appear below.

Other agencies using the Standard Specifications for Road and Bridge Constructionto administer construction projects may use this special provision appropriately and at their own risk.

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

Use the following standard special provision on all projects.

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

**Replace the following in 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, is optional and is highly recommended for all other projects. The Project First Program shall not take precedence over any other Contract requirement and shall only apply to contracts with the Department.

Project First is a project partnering that focuses on managing risks, facilitating communication, and working together to achieve common goals within the guidelines and parameters established by the Contract. 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 and is performed with reciprocal cooperation. The goal is a project completed within budget, on schedule, and per the Contract. The 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 Project Team, consisting of the Department and the Contractor, 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.

Nothing in this Section or Project First Program waives or extinguishes any defenses, rights, or obligations set forth in the Contract and/or the Contract Documents, or at law in equity, including, but not limited to, any notice and/or disclosure requirements set forth in Sections and/or Subsections 104.02, 104.03, 105.22, 105.23, 105.24, 106.05, 106.06, 108.08(a), and 108.08(d) and/or the Disputes Resolution Process.

**Project First Workshops**

*(a) Workshop Facilitation.* All costs related to Project First shall be included in the work and shall not be paid for separately, except for the actual costs for the use of a third-party workshop facilitator. If the parties mutually agree to use a third-party workshop facilitator, payment will be made for the actual costs incurred. The cost for a workshop facilitator shall be agreed upon before engagement. The Project Team shall equally share the facilitation costs. The Contractor shall contract directly with the third party, and payment will be made per subsection 109.04.

*(b) Initial Workshop.* The Project Team shall conduct an in-person 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 shall attend the initial workshop. The Contractor owner, executive, or representative, the Superintendent, project supervision personnel, and key subcontractors shall attend the initial workshop. The Engineer and the Superintendent shall jointly determine if other stakeholders shall attend. At the initial workshop, the parties will each discuss their planned approach to the project and develop the Project First Tools.

*(c) Follow-up Workshops and Closeout Workshop*. The Project Team shall conduct follow-up workshops at least once every two months, unless the Project Engineer and the Superintendent jointly determine that the frequency of these meetings can be reduced, 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 workshop and closeout workshop. The Region Transportation Director or Program Engineer, the Contractor owner, executive, or representatives are not required to attend the follow-up workshops and closeout workshop. The subcontractors or stakeholders with open risk items and incomplete work shall attend the follow-up workshop and closeout workshop. 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**

*(a) Project Risk Assessment Tool*. The Project Team shall develop and update a Project Risk Assessment Tool. This Project Risk Assessment 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 Project First is an unexpected known event or potential future event that may positively or negatively affect the project costs, schedule, scope, or relationship. The Project Team may modify the Project Risk Assessment Tool to suit the project.

*(b) Project First Escalation Ladder*. Use the Escalation Ladder to communicate major or repeated 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 Department’s project organization. The Contractor and the Department shall keep the Escalation Ladder up to date. The Project Team shall use the Escalation Ladder when the following types of concerns occur to maintain project communication and resolve issues at the lowest level:

* Bad Faith: When an individual is knowingly or willingly dishonest, not fulfilling legal or contractual obligations, misleads others, enters into an agreement without the intention or means to fulfill it, and/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 Project Engineer.
* Professionalism: When an individual acts in an unprofessional manner, including disrespectful, vulgar, and/or aggressive behavior.

Project First may be utilized to communicate concerns and issues at the project level prior to the submission of a Dispute as defined pursuant to Subsection 105.22 of the Dispute Resolution Process. Although these concerns may contribute to the issues described in subsection 105.22, they are different and addressed separately. This subsection and the referenced Project First Escalation Ladder shall not be used to circumvent or replace the escalation process detailed in Subsection 105.22 Dispute Resolution. Subsection 105.22 is the Contract escalation process for Issues that may result in Disputes related to items included in but not limited to Subsections 104.02, 104.03, 106.05, 106.06, 108.08(a), and 108.08(d) for merit and quantum as described and detailed in Subsection 105.22.

*(c) Project First Charter.* The establishment of a Project First charter is optional. A Project First 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 Project First Charter is developed, the Project Team shall develop the Project First Charter jointly.