NOTICE

This Standard Special Provision (SSP) revises or modifies CDOT’s Standard Specifications for Road and Bridge Construction. These are the official instructions for its use on CDOT construction projects, and the Construction Engineering Services Branch has reviewed, approved, and issued it. Use as written without change. Do not use modified versions of this SSP on CDOT construction projects. Do not use this 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 Construction to administer construction projects may use this special provision appropriately and at their own risk.

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

Use this standard special provision on all projects with bid by CDOT.

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

**Add the following to the end of 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 and shall only apply to contracts with the Department.

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 Department 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.

**Project First Workshops**

*(a.) 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. The Project Team shall equally share the facilitation costs. Either the Department or the Contractor may contract directly with the third party.

*(b.) Initial Workshop.* The Project Team shall conduct an initial workshop before the Preconstruction Conference. The 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 Engineer, and other project personnel shall attend the initial workshop. The Contractor owner, executive or a 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 each will discuss their planned approach to the project and develop the Project First Tools.

*(c.) Follow-up and Closeout Workshops*. Project Team shall conduct follow‑up workshops at least once every two months, unless the Engineer and the Superintendent jointly determine 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 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 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. The Project Team may 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 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:

* 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, 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 to 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.