Administration

The Contractor has the responsibility for management and performance of the Work. CDOT will perform all Quality Assurance testing and Verification on the project.

Work Breakdown Structure (WBS)

The Contractor shall submit to the CDOT Project Engineer a Project Schedule for Acceptance, including a detailed and organized hierarchical division of the Work Breakdown Structure (WBS) for completing each element of the Work.

The following list represents the minimum levels of the WBS that all cost and schedule information shall roll-up. The schedule shall also address review and response times, procurement (submittals, reviews, approvals, and delivery) and all Safety Critical elements. Further detail may be provided by the Contractor to ensure a clear understanding of the Contract. The Contractor shall submit its Project Schedule broken down to the WBS activities and proposed Work segments within 30 calendar days of receiving the Notice to Proceed for Design.

The Accepted WBS shall be the basis for organizing all Work under the Contract, and shall be used to structure the Project Schedule, and other cost control systems.

The WBS Breakdown of Design and Construction Components shall include:

- SH92 Stengel's Hill Project
 - Design
 - Highway and Road Approaches
 - Bridge
 - Big Gulch Arch Concrete Culvert
 - Drainage
 - Wall
 - Construction
 - Highway
 - Highway and Road approaches
 - Drainage
 - Earthwork
 - Guardrail
 - Fencing
 - Signing and Striping
 - Traffic Control
 - Detours
 - Water Quality/Environmental Management
 - Public Information
 - Bridge

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- Big Gulch Arch Concrete Culvert
- Wall
- Mobilization
- Field Facilities

Work Activities

The WBS breakdown shall include at a minimum the components listed above and shall be broken down into further subcomponents in order to accurately track production on the project. The Project Engineer shall have the discretion to request further breakdown of the WBS into the "level of detail" deemed fit. Monthly payment to the Contractor shall be based on the percent completed of each of the WBS work activities, as a percentage of the Contract Lump Sum.

The Contractor shall prepare and submit to the CDOT Project Engineer the following schedules:

- Method Statements
- Project Critical Path Method (CPM) Schedule
- CPM Schedule Updates
- Job Progress Narrative Report

Each of the CPM schedules shall be cost loaded for the WBS indicated above.

Allocation of Contract Price

Contractor shall allocate the lump sum Contract Price among the WBS such that each structure activity including design, construction, and related work has a price allocation that accurately indicates the cost of each activity. The Contractor's allocation of the lump sum Contract Price shall be Approved by the CDOT Project Engineer. Each of the activities shall be allocated a cost and a physical unit that will allow objective determination of activity completion. The cost of Water Quality / Environmental Management, and Public Information shall be paid by straight line calculation through the life of the project. The cost of Public Information shall not exceed \$5,000. The cost of Mobilization shall not exceed 7 percent of the lump sum Contract. Field Facilities shall only include the cost of obtaining and maintaining the Field Facilities and not exceed 0.5 percent of the lump sum.

Requests for unbalanced costs will be rejected if the Department determines that any of the allocated costs are materially unbalanced to the potential detriment of the Department. Unbalanced costs are defined in subsection 102.07 of the Standard Specifications for Road and Bridge Construction.

Methods Statement

A Methods Statement shall be prepared for each of the level four work activity listed in the schedule, for any critical path items in the schedule, for all safety critical elements, and for any feature not listed in the schedule that the Contractor considers a controlling factor for timely completion. The Methods Statement shall be completed in accordance with subsection 108.03 of the Standard Specifications for Road and Bridge Construction.

Cost Management

Progress Payment Calculations

CDOT will base progress payments on the percent completed of each of the WBS work activities and not on measured quantities. The Contractor shall progress the activities identified on the Project Schedule for determining the Monthly Progress Schedule. The accepted Monthly Progress Schedule will determine the amount of the Contractor's progress payments, based on the work activities identified by the Contractor. Percent complete shall be calculated using project scheduling software meeting the requirements of this section, where progress is measured based on physical percent of work that is complete considering labor, materials equipment resources utilized, design hours, or other physical units acceptable to the CDOT Project Engineer. Such progress payments to the Contractor shall be computed accurately from the updates of the WBS schedule.

Partial payment for stockpiled materials shall only be made per subsection 109.07 of the Standard Specifications for Road and Bridge Construction. Payment shall not be made for stockpiled materials to be installed within 90 days.

The Contractor's invoice shall not include a request for payment for documented nonconforming work. The payment to the Contractor will be the amount shown on the Contractor's approved invoice as modified for appropriate price reductions for nonconforming work, if any, retainage, incentive/disincentive payments, and any deductions.

Payment Schedule

The Contractor shall provide an additional payment schedule in accordance with Standard Special Provision Revision of Section 108 and 109 Payment Schedule (Multiple Year Construction).

Invoice Submittals

The Contractor shall submit invoices to the CDOT Project Engineer each month. Each monthly invoice shall first be submitted in draft form for review in a Progress Status Meeting on a date mutually agreeable to the Contractor and CDOT Project Engineer. Draft monthly invoice submittals shall be transmitted with at least one paper copy and an electronic format.

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The Contractor shall submit to the CDOT Project Engineer, for Approval, a final monthly invoice within five calendar days after each progress status meeting, defined below. Final invoice submittals shall include one paper copy and one electronic copy.

Invoice Documents

Invoice Content

The invoice documents shall include:

1. Invoice Cover Sheet

The cover sheet shall indicate the following information:

- 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 as a whole and for each Work activity. The breakdown is required because retainage will be calculated and withheld on each work segment, and partially released upon achievement of segment completion of each Work segment
- E. Date that invoice was signed
- 2. Updated Monthly Progress Schedule

No invoice shall be Approved nor payment shall be made if there is not a current Accepted Monthly Progress Schedule in place. The status date of the Monthly Progress Schedule, coinciding with the payment invoice date, is the last date of each month. The data date for use in calculating the monthly progress schedule shall be the first Calendar Day of the following month.

The Contractor shall make all corrections to the Monthly Progress Schedule requested by the CDOT Project Engineer and resubmit the Monthly Progress Schedule within seven calendar days. If the Contractor does not agree with the CDOT Project Engineer's comments, the Contractor shall provide written notice of disagreement within seven calendar days from the receipt of the comments. If necessary, the items in disagreement shall be resolved in a meeting held for that purpose.

No invoice will be reviewed or processed until all invoice documents and updated Project schedule are received by the CDOT Project Engineer.

Progress Status Meetings

A progress status meeting shall be conducted each time a draft monthly invoice submittal is made. The meeting shall be used to verify, address and finalize the following:

- 1. Actual start dates
- 2. Actual and Planned Completion Deadlines
- 3. Earned value of Work that has been accepted in-place
- 4. Activity percent complete
- 5. Incorporation of approved Change Orders
- 6. Status of outstanding Nonconforming Work
- 7. Completion of Value Engineering Change Proposals, if any
- 8. Work performance
- 9. Project Schedule narrative that discusses all changes from previous month
- 10. Critical Path(s)

Following the progress status meeting, and upon approval of the final monthly invoice, payment shall be Approved by the Project Engineer within seven calendar Days.

WBS Activities and Schedule Modifications

When it becomes necessary to add, combine, eliminate, or modify Contract specified WBS Activities to reflect modifications to the Work, such changes shall be reviewed and Accepted by the CDOT Project Engineer in accordance with the Contract and shall be consequently reflected in subsequent schedule submittals.

Field Facilities

The Contractor shall provide all office space and equipment as required for the Project.

The Contractor shall make available a fully operational Field Office and Field Materials Lab facilities three calendar days prior to beginning any Construction Activities. CDOT shall return possession of each to the Contractor no later than 20 calendar days after <u>FinalSubstantial</u> Completion Acceptance of the Project.

The Contractor shall secure sites, obtain all site permits, install, set up, and provide utility services, and maintain the facilities as part of the Work. The Contractor may consult with the CDOT Project Engineer for the availability of suitable local sites. The Field Materials Lab shall be placed adjacent to the Contractor's Quality Control lab. These facilities including the Field Office shall be located within 8 miles of the project location.

If office 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 three calendar days. If loss or damage is caused by CDOT personnel, the Contractor shall replace the facilities within 3 calendar days, but CDOT shall be responsible for costs incurred.

The Contractor shall provide:

- 1 Field Office Class 2
- 1 Field Laboratory Class 2
- 1 Sanitary Facility for CDOT staff use

All field facilities shall conform to CDOT Standard Specifications and Standard Plans in effect at the time of bidding. In addition to the Standard Plans and Specifications the Field Office and Laboratory shall include the following:

- High Speed Internet: The type of high speed connection shall preferably be of DSL type. The throughput shall be a minimum of 1.5Mbps download/896 Kbps upload speed. IP addressing shall be DHCP. If DSL is not available, Cable or wDSL (Wireless DSL) may suffice if above specified throughput speeds are achieved. Note that satellite type broadband will NOT work for CDOT purposes.
- 2. Field Office and Field Laboratory shall be provided with all-weather access with adequate area to accommodate at least six state vehicles.
- 3. The Contractor shall provide insurance for full replacement of all contents of the Field Office and Field Laboratory due to theft, fire or any other cause. Insurance shall be provided at all times that the office or laboratory is on the Project.

Deliverables

The Contractor shall submit the following to the CDOT Project Engineer.

Deliverable	Acceptance or Approval	Schedule
Project CPM Schedule	Acceptance	30 days after Notice to Proceed for Design
Method Statements	Acceptance	20 days Prior to Construction
Schedule Updates including Job Progress Narrative	Acceptance	Monthly
Invoice Documents	Approval	Monthly