INTRODUCTION
This is a revised edition of the Appendices to what was previously called the CIOB’s Complex Projects Contract, first published in 2013. The name has been changed to reflect more clearly the core strengths of the Contract.

NAMING
The Contract is formally called the “CIOB Time and Cost Management Contract, 2015 Edition”. However, it may also be referred to as “The Time and Cost Management Contract” or simply “TCM15”. It is referred to within this document as the “Contract”.

STANDARD DOCUMENTATION
In addition to this Document No. 3 (the Contract Appendices, 2015 Edition), the Contract comprises

- Document No. 1, Contract Agreement, 2015 Edition and

Also available for use with the Contract are

- Document No. 4, Subcontract Agreement, 2015 Edition
- Document No. 5, Subcontract Conditions, 2015 Edition
- Document No. 6, Subcontract Appendices, 2015 Edition
- Document No. 7, Consultancy Appointment, 2015 Edition
- Document No. 8, Schedules 8 and 9 for the appointment of the Project Time Manager, 2015 Edition, and

DISCLAIMER
The Contract has been produced for use in a wide variety of construction and engineering projects. As with any standard document however, the unique circumstances of each project will demand careful consideration as to its suitability and that of each provision. The parties will need to rely upon their own skill and judgement (and that of their advisers) in making use of this and any other standard form document comprised in, or for use in connection with, this Contract. Neither the Chartered Institute of Building nor any author or contributor assumes any liability to anyone for any loss or damage caused by any error or omission whether such error or omission is the result of negligence or any other cause.

GRAPHIC DESIGN
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# Contents

| Appendix A – Definitions                                      | 4 |
| Appendix B – Contract Data                                    | 18 |
| Appendix C – Building Information Modelling                   | 27 |
| Appendix D – Working Schedule and Planning Method Statement    | 32 |
| Appendix E – Progress Records                                 | 39 |
| Appendix F – Events                                           | 45 |
| Appendix G – Issue Resolution                                 | 49 |
Appendix A – Definitions

Access Date
The Access Date identified as such in Appendix B

Activity
A process or task consuming time and resources and having the attributes specified in Appendix D

Activity ID
Activity identification data, a unique identifying code for an Activity, Milestone, or Level of Effort made up of numerals, letters and symbols, or a combination of them

Advance Payment Bond
A bond executed by the Contractor and a guarantor, in the form and manner identified in, or referred to, in the Special Conditions, to be maintained until such sums have been fully repaid to the Employer and with a bond value equivalent to the aggregate of the advance payment monies and/or advance mobilisation costs paid to the Contractor

Applicable Law
Any and all of the following in force at the Base Date in the region, state or other jurisdiction in which the Site is situated and, to the extent that any part of the Works is not performed on Site, which govern the Contractor in performing the Works

- any laws, regulations, decrees, decisions, orders and/or other legal requirements of any government authority

- all orders, rules, regulations, ordinances, notices, guidance notes, schemes, warrants, by-laws, directives, franchises, licences, permits, circulars and codes of practice raised under, or in connection with, any of the foregoing

- any amendment, updating or re-enactment of any of the foregoing, and

- any ruling, judgment or order of any Court having jurisdiction

Appointing Body
The Appointing Body identified as such in Appendix B

Auditor
The person named in Appendix B as the Time Management Expert or, if no Time Management Expert is identified in Appendix B, such person as is identified by the Time Manager (exercising reasonable skill and care) with the agreement of the Employer, such agreement not to be unreasonably withheld or delayed
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Date</td>
<td>The date identified as such in Appendix B and by reference to which the Works have been priced</td>
</tr>
<tr>
<td>Bill of Quantities</td>
<td>A document setting out the quality and quantity of the goods and materials required for the Works, prepared in accordance with the Method of Measurement</td>
</tr>
<tr>
<td>Building Information Modelling</td>
<td>The use of one or more Level 2 Models for the collaborative production of design information to describe the design of the Works</td>
</tr>
<tr>
<td>Building Information Modelling Protocol</td>
<td>The Building Information Modelling Protocol identified as such in Appendix B</td>
</tr>
<tr>
<td>Business Day</td>
<td>Any day other than those indicated in the Special Conditions and/or the Contractor’s Pricing Document as being days on which no work is to be carried out</td>
</tr>
<tr>
<td>Certificate of Failure to Achieve Substantial Completion</td>
<td>A Certificate distributed by the Contract Administrator under Clause 56.1</td>
</tr>
<tr>
<td>Certificate of Making Good Defects</td>
<td>A Certificate issued by the Contract Administrator under Clause 55.6</td>
</tr>
<tr>
<td>Certificate of Partial Possession</td>
<td>A Certificate distributed by the Contract Administrator under Clause 53.2.2</td>
</tr>
<tr>
<td>Certificate of Substantial Completion</td>
<td>A Certificate distributed by the Contract Administrator under Clause 54.4</td>
</tr>
<tr>
<td>Collateral Warranty</td>
<td>A collateral agreement or direct agreement entered into by the Contractor with a third party, in the form and manner identified in, or referred to, in the Special Conditions</td>
</tr>
<tr>
<td>Common Data Environment</td>
<td>A single source of information for collection, management and distribution of all relevant approved project documents for multi-disciplinary teams in a managed process compatible with the requirements of PAS 1192: Part 2, 2013 “Specification for information management for the capital/delivery phase of construction projects using building information modelling”</td>
</tr>
<tr>
<td><strong>Completion Testing</strong></td>
<td>Any testing identified in the Contract Specification as being required to be satisfactorily completed before the Works or any Section is Substantially Complete</td>
</tr>
<tr>
<td>------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Connected Contract</strong></td>
<td>Any related agreement for lease, funding agreement, development agreement or other contract which relates to the Works and/or Site between the Employer and a third party, copies of or relevant extracts from which are included in the Special Conditions</td>
</tr>
<tr>
<td><strong>Connected Party</strong></td>
<td>A third party under a Connected Contract</td>
</tr>
<tr>
<td><strong>Consenting Party</strong></td>
<td>Any person who has agreed in writing with the Employer to be bound by Clause 74.14 of the Contract or by terms equivalent to it</td>
</tr>
<tr>
<td><strong>Contract</strong></td>
<td>The Contract Agreement between the Employer and the Contractor to which the Conditions of Contract and Contract Appendices relate, including those documents listed in the Contract Agreement as Contract Documents</td>
</tr>
<tr>
<td><strong>Contract Administrator</strong></td>
<td>The person identified as such in the Contract Agreement or, on ceasing to be the Contract Administrator, such other person as the Employer shall appoint and confirm to the Contractor</td>
</tr>
<tr>
<td><strong>Contract Administrator's Notice of Payment Due</strong></td>
<td>A notice issued under Clause 64</td>
</tr>
<tr>
<td><strong>Contract Agreement</strong></td>
<td>The signed Agreement identifying the parties to the Contract, the Works, the price to be paid for the Works (or the basis for calculating such price), the Law of the Contract, the Contract Documents and those persons appointed by the Employer for the administration of the Contract</td>
</tr>
<tr>
<td><strong>Contract Bill of Quantities</strong></td>
<td>The Bill of Quantities listed in the Contract Agreement as Contract Documents</td>
</tr>
<tr>
<td><strong>Contract Development Schedule</strong></td>
<td>The Development Schedule listed in the Contract Agreement as a Contract Document</td>
</tr>
<tr>
<td><strong>Contract Documents</strong></td>
<td>The documents listed in the Contract Agreement as Contract Documents</td>
</tr>
<tr>
<td><strong>Contract Drawings</strong></td>
<td>The Drawings listed in the Contract Agreement as Contract Documents</td>
</tr>
<tr>
<td><strong>Contract Federated Model</strong></td>
<td>The Federated Model listed in the Contract Agreement as a Contract Document</td>
</tr>
<tr>
<td><strong>Contract Model</strong></td>
<td>The Model listed in the Contract Agreement as a Contract Document</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Contractor</td>
<td>The person identified as such in the Contract Agreement</td>
</tr>
<tr>
<td>Contractor’s Authorised Representative</td>
<td>The person identified as such in the Contract Agreement or, on ceasing to be the Contractor’s Authorised Representative, such other person as the Contractor shall appoint and confirm to the Employer and Contract Administrator</td>
</tr>
<tr>
<td>Contractor’s Design</td>
<td>The design or Design Contribution prepared by, or under the direction of, the Contractor comprising Drawings, specifications, calculations, analyses, or other information relating to the design or Design Contribution, or a Model or Federated Model prepared by, or under the direction of, the Contractor and any drawings specifications, calculations, analyses, or other information extracted from the Model, or any other design or Design Contribution for which the Contractor is required to assume responsibility</td>
</tr>
<tr>
<td>Contractor’s Notice of Payment Due</td>
<td>A notice issued under Clause 65</td>
</tr>
<tr>
<td>Contractor’s Plant</td>
<td>Plant, equipment, tools and transport to be used by the Contractor to operate and construct the Works, but which are not required to be and/or are not incorporated into the Works</td>
</tr>
<tr>
<td>Contractor’s Pricing Document</td>
<td>The Contractor’s Pricing Document listed as a Contract Document in the Contract Agreement</td>
</tr>
<tr>
<td>Contractor’s Site Agent</td>
<td>The person nominated by the Contractor in accordance with Clause 6.2 to manage the Works on Site</td>
</tr>
<tr>
<td>Contractor’s Time Contingency</td>
<td>One or more time periods identified in the Working Schedule and Planning Method Statement, to be absorbed in whole or in part, increased, reduced, amalgamated with other Contractor’s Time Contingencies, or omitted, in order to manage the Contractor’s risks</td>
</tr>
<tr>
<td>Cost Manager</td>
<td>The person identified as such in the Contract Agreement or, on ceasing to be the Cost Manager, such other person as the Employer shall appoint and confirm to the Contractor and Contract Administrator, or, if none is appointed, the Contract Administrator</td>
</tr>
<tr>
<td>Critical Path</td>
<td>The longest sequence of logically linked Activities from the start of a process to its finish</td>
</tr>
<tr>
<td>Current Contract Value</td>
<td>The Predicted Cost of the Works as adjusted in accordance with Clause 61</td>
</tr>
</tbody>
</table>
Data Date

The date at which the status of the data is established in an electronic file

Date for Sectional Access

The Logical Date identified in the latest accepted Working Schedule by which the Employer is to afford access to, and grant possession of, a Section

Date for Sectional Completion

The Logical Date identified in the latest accepted Working Schedule by which a Section is to achieve Substantial Completion

Date for Substantial Completion

The Logical Date identified in the latest accepted Working Schedule by which the Works are to achieve Substantial Completion

Date of Contract

The date shown as such in the Contract Agreement

Design Contribution

A design, part of a design, data or information which is created or prepared by

- a Listed Person
- the Contractor
- a Subcontractor, or
- a Connected Party

and is communicated to, or shared with, any other Design Contributor, in any way

Design Contributor

A person who makes a Design Contribution

Design Element

An element of the design of the Works described in Table 2 in Appendix C

Design Execution Plan

The performance specification and plan of work for the timing, preparation, submission and approval of each Design Stage or Design Level of Development of the Contractor’s Design

Design Level of Development

The degree of completeness of a Model compatible with its use identified by reference to Appendix C

Design Stage

The degree of completeness of a Drawing compatible with its use for the purpose identified by Table 1 in Appendix C

Design User

Any person identified in the Special Conditions as authorised to use a Model for the purpose identified in Appendix C

Determination

The determination of the Principal Expert issued in accordance with Clause 73

Draft Impacted Planning Method Statement

The latest version of the document identified as such and distributed for acceptance under Clause 43.5
Development Schedule  
A critical path network schedule, prepared by or on behalf of the Employer which identifies the planned process of project procurement from inception to completion and which functions as the Employer’s time and cost model for the project as a whole.

Draft Impacted Working Schedule  
The latest version of the document identified as such and published for acceptance under Clause 43.6.

Draft Planning Method Statement  
The latest version of the document identified as such and distributed for acceptance under Clause 37.2.

Draft Revised Planning Method Statement  
The latest version of the document identified as such and distributed for acceptance under Clause 41.3.

Draft Revised Working Schedule  
The latest version of the document identified as such and published for acceptance under Clause 41.2.

Draft Updated Planning Method Statement  
The latest version of the document identified as such and distributed for acceptance under Clause 40.3.

Draft Updated Working Schedule  
The latest version of the document identified as such and published for acceptance under Clause 40.1.

Draft Working Schedule  
The latest version of the document identified as such and published for acceptance under Clause 37.5 or Clause 37.6.

Drawing  
Two-dimensional plan, section, elevation, detail, sketch and three-dimensional projection that is not extracted from a Model and two-dimensional projection extracted from a Model which is supplemented with data, information or projection that is not extracted from a Model.

Due Date  
Any Key Date, Sectional Completion Date or the Substantial Completion Date identified in Appendix B as extended under Clause 51 or brought forward under Clause 49.

Early Warning  
A warning given pursuant to Clause 34.2.

Employer  
The person identified as such in the Contract Agreement.

Employer’s Authorised Representative  
The person identified as such in the Contract Agreement or, on ceasing to be the Employer’s Authorised Representative, such other person as the Employer shall appoint and confirm to the Contractor and Contract Administrator.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Cost Contingency</td>
<td>A sum of money identified in the Contract Specification to be included in the Contractor’s Pricing Document and to be absorbed in whole or in part, or omitted, as the Contract Administrator may instruct</td>
</tr>
<tr>
<td>Employer’s Cost Risk Event</td>
<td>An occurrence identified as such in Appendix F which is not caused or contributed to by the Contractor or anyone for whom the Contractor is responsible</td>
</tr>
<tr>
<td>Employer’s Time Contingency</td>
<td>A period of time identified in the Contract Specification to be included as an Activity in the Working Schedule and to be absorbed in whole or in part, increased, reduced, amalgamated with other Employer’s Time Contingencies, or omitted, as the Contract Administrator may instruct</td>
</tr>
<tr>
<td>Employer’s Time Risk Event</td>
<td>An occurrence identified as such in Appendix F which is not caused or contributed to by the Contractor or anyone for whom the Contractor is responsible</td>
</tr>
<tr>
<td>Event</td>
<td>An occurrence which is an Employer’s Cost Risk Event or an Employer’s Time Risk Event</td>
</tr>
<tr>
<td>Federated Model</td>
<td>A model consisting of connected but distinct Models</td>
</tr>
<tr>
<td>File Transfer Protocol</td>
<td>The protocol for uploading, downloading, managing access to, security of and transferring digital files by electronic means</td>
</tr>
<tr>
<td>Final Contract Value</td>
<td>The ultimate value of the Works calculated in accordance with Clause 63</td>
</tr>
<tr>
<td>Finding</td>
<td>Any archaeological artefact, fossil, coin, article of value or antiquity, or item of geological interest, or human remains</td>
</tr>
<tr>
<td>Fragnet</td>
<td>A sub-network or fragment of a network diagram, used to illustrate sequence of Activities</td>
</tr>
<tr>
<td>Free Float</td>
<td>The period, calculated by the latest accepted Working Schedule, by which an Activity may be delayed without delaying the Logical Date for the start of any of its successor Activities</td>
</tr>
<tr>
<td>Free Issue Materials</td>
<td>Those materials and/or goods identified in the Contract Specification to be supplied by the Employer and delivered to the Contractor without charge</td>
</tr>
</tbody>
</table>

1 See the CIOB Guide at paragraphs 4.6.15 and 5.2.5.
High Density: That part of the Working Schedule containing Activities for which, at the Data Date, all information and estimated productivity necessary for their execution is available. At High Density, provision for risks and their consequences is made on the basis of a comprehensive review of the predicted risks, planned activities and their dependencies.

Holding Company: The Contractor's ultimate parent company or such other person identified in Appendix B as the Holding Company.

Holding Company Guarantee: A guarantee executed by the Contractor and the Holding Company in the form and manner identified in, or referred to in, the Special Conditions.

Initiation Date: The date upon which an Event occurs.

Interest Rate: The rate of interest on late payments identified in Appendix B.

Issue Resolution: The procedure to be adopted under Clause 73.

Key Date: The stage identified in the Special Conditions to which the date identified in Appendix B applies and to which Clause 5.5 refers.

Law of the Contract: The law stated as such in the Contract Agreement.

Laydown: Any land allocated for the sole use of the Contractor in connection with the Works, whether on the Site or elsewhere, including but not limited to use for fabrication, assembly and storage and for the secure delivery of materials and maintenance of Contractor’s Plant.

Level of Effort: A described duration in the Working Schedule representing the period over which the value of a Preliminaries or Overheads and Profit item is to be consumed, logically linked to the Activities which start and end the relevant period.

Limit of Liability: The sum identified as such in Appendix B which is the overall limit on the Contractor’s financial liability to the Employer for any loss and/or damage including without limitation any Liquidated Delay Damages, loss and/or expense and/or other consequential loss incurred by the Employer as a result of any breach by the Contractor of the Contract or otherwise to the extent permitted by Applicable Law.

Liquidated Delay Damages: Liquidated damages under Clause 57.

Listed Persons: Those persons identified as such in Appendix B.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Logical Date</td>
<td>A date calculated by the Working Schedule</td>
</tr>
<tr>
<td>Low Density</td>
<td>That part of the Working Schedule containing Activities for which, at the Data Date, all information necessary for their execution is not available. At Low Density risks may be provided for by the application of a formulaic contingency where relevant, the required resources and/or their estimated productivity</td>
</tr>
<tr>
<td>Medium Density</td>
<td>That part of the Working Schedule containing Activities for which, at the Data Date, all information necessary for their execution is available other than, where relevant, the required resources and/or their estimated productivity. At Medium Density, provision for risks and their consequences is made on the basis of a comprehensive review of the predicted risks, planned activities, their estimated durations and dependencies</td>
</tr>
<tr>
<td>Method of Measurement</td>
<td>The standard identified in Appendix B</td>
</tr>
<tr>
<td>Milestone</td>
<td>A point in time identified on the Working Schedule which has neither duration nor resources attributed to it</td>
</tr>
<tr>
<td>Model</td>
<td>A collaborative digital representation of the design of part of the physical and/or functional characteristics of the Works</td>
</tr>
<tr>
<td>Notice Date</td>
<td>The date calculated to be 5 calendar days from the last date by which the Contract Administrator is required to issue a statement of Current Contract Value, Penultimate Contract Value or Final Contract Value. Such calculation shall exclude any days which are bank and/or public holidays under Applicable Law</td>
</tr>
<tr>
<td>Notice of Payment Due</td>
<td>A notice under Clause 64 or Clause 65</td>
</tr>
<tr>
<td>Official Dealing Rate</td>
<td>The interest rate set by the institution identified in Appendix B</td>
</tr>
<tr>
<td>Overheads and Profit</td>
<td>The costs and profit related to running the Contractor’s business as a whole, which are not Activity- or Site-related and which are identified as such in the Contractor’s Pricing Document</td>
</tr>
<tr>
<td>Partial Possession</td>
<td>Deemed or actual possession by the Employer of part of the Works, or Section, in accordance with Clause 53</td>
</tr>
<tr>
<td>Penultimate Contract Value</td>
<td>The penultimate value of the Works calculated in accordance with Clause 62</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>A guarantee bond executed by the Contractor and a guarantor in the form and manner, and for the value and period, referred to in the Special Conditions</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Performance Security</td>
<td>An Advance Payment Bond, a Retention Bond and/or a Performance Bond</td>
</tr>
<tr>
<td>Permanent Plant</td>
<td>Any plant or equipment which the Contract Specification requires to be permanently incorporated into the Works</td>
</tr>
<tr>
<td>Planning Method Statement</td>
<td>The description of the assumptions and calculations underlying the Working Schedule</td>
</tr>
<tr>
<td>Post-Substantial Completion Retention Period</td>
<td>The period after Substantial Completion of the Works or any Section identified in Appendix B to which Clause 55.1 refers</td>
</tr>
<tr>
<td>Predicted Climatic Conditions</td>
<td>Those stated in the Contract Specification or, if none is stated, the maximum depth of rain, sleet or snow, maximum wind speed, and the maximum and minimum temperature and humidity occurring during a single day at the closest independent monitoring facility to the Site at which such conditions have been continuously recorded in the 5 years preceding the Base Date</td>
</tr>
<tr>
<td>Predicted Cost</td>
<td>The predicted ultimate cost of the Works calculated in accordance with Clause 60</td>
</tr>
<tr>
<td>Preliminaries</td>
<td>Site establishment and field costs which are not directly related to any Activity and which are identified as such in the Contractor’s Pricing Document</td>
</tr>
<tr>
<td>Prime Cost Sum</td>
<td>A sum of money identified in the Contract Specification to be included in the Contractor’s Pricing Document for specialised work to be carried out by a Subcontractor to which Clause 31.1.1 refers</td>
</tr>
<tr>
<td>Principal Expert</td>
<td>The person identified as such in Appendix B</td>
</tr>
<tr>
<td>Progress Meeting</td>
<td>Any meeting under Clause 30</td>
</tr>
<tr>
<td>Progress Records</td>
<td>The accepted database records of the resources actually used to perform a recorded quantity of work made and recorded in accordance with Appendix E</td>
</tr>
<tr>
<td>Provisional Sum</td>
<td>A sum of money identified in the Contract Specification to be included in the Contractor’s Pricing Document for work which cannot be described in detail at the time of tender/bid</td>
</tr>
<tr>
<td>Reference Design</td>
<td>Contract Drawings and/or Contract Specification and/or Contract Model and/or Contract Federated Model describing the requirements in accordance with which the Contractor is to design the whole or any part of the Works</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Relevant Substantial Completion Date</td>
<td>Any Due Date identified in Appendix B, as extended under Clause 51 or brought forward under Clause 49</td>
</tr>
<tr>
<td>Relevant Date for Substantial Completion</td>
<td>The Logical Date for completion of a Key Date, Section, or the Works calculated by the latest accepted Working Schedule or a schedule prepared under Clause 36.2 at the latest Data Date</td>
</tr>
<tr>
<td>Retention Bond</td>
<td>A bond executed by the Contractor and a guarantor in the form and manner identified in, or referred to in, the Special Conditions, to be maintained for the period and with a bond value as set out in the Special Conditions</td>
</tr>
<tr>
<td>Risk Register</td>
<td>The register maintained by the Contract Administrator under Clause 35</td>
</tr>
<tr>
<td>Section</td>
<td>A part of the Works identified by the Contract Specification and/or Contract Drawings and/or Contract Model and/or Contract Bill of Quantities to which the Employer is to grant access by the Date for Sectional Access Date to which the Sectional Value applies, and which is to be substantially complete by the Sectional Completion specified in Appendix B</td>
</tr>
<tr>
<td>Sectional Access Date</td>
<td>The date identified in Appendix B by which the Employer is to afford access to, and grant possession of, a Section</td>
</tr>
<tr>
<td>Sectional Substantial Completion Date</td>
<td>The date identified in Appendix B by which a Section is to achieve Substantial Completion, as extended under Clause 51 or brought forward under Clause 49</td>
</tr>
<tr>
<td>Sectional Value</td>
<td>The value of a Section identified in Appendix B</td>
</tr>
<tr>
<td>Site</td>
<td>The identified area or areas of land upon which the Works are to be executed, as defined in the Contract Specification and/or Contract Drawings and/or Contract Model and/or Contract Bill of Quantities, and to which the Employer is to afford access and possession to the Contractor under Clause 5.1</td>
</tr>
<tr>
<td>Site Services</td>
<td>Those electricity, gas, telecommunication, broadband, water and/or other supplies identified in the Special Conditions which are to be provided by the Employer for the Contractor’s use in carrying out the Works</td>
</tr>
<tr>
<td>Special Conditions</td>
<td>The Special Conditions listed as a Contract Document in the Contract Agreement</td>
</tr>
</tbody>
</table>
Standard
The individual requirements contained within a standards document (including but not limited to any British standard, any European standard and/or any international standard) which are referred to in the Contract Documents and/or applicable to the Works as a result of any Applicable Law.

Statutory Authority
A body authorised to enforce legislation on behalf of the relevant region or state.

Statutory Undertaker
An entity authorised by Applicable Law to carry out utility development and/or highways works required by the relevant region or state.

Subcontract
Any subcontract entered into between the Contractor and the Subcontractor in respect of the Works or any part of it.

Subcontractor
Any subcontractor or consultant carrying out work or performing services for the Contractor which relate to the Contract, the Works and/or the Site.

Substantial Completion
A state where, in the Contract Administrator’s opinion, all the work required under the Contract in respect of the Works or a Section has been performed and operation and maintenance manuals required by the Contract Specification have been provided, subject only to such minor outstanding items of work, documentation and/or minor defects the existence of which does not affect the beneficial use, operation or maintenance of the Works or relevant Section.

Substantial Completion Date
The date stated in the Certificate of Substantial Completion on which the Works or a Section achieved Substantial Completion.

Temporary Buildings
Any structure erected by or on behalf of the Contractor for use solely in connection with the Works, including but not limited to buildings for administration, fabrication, assembly and storage and for the secure delivery of materials and maintenance of plant.

Temporary Work
Work which is described as such in the Contract Specification to be designed and carried out by the Contractor in accordance with an approved operational method statement for the purposes of the Works, but which is not incorporated into the Works.

Termination Date
The date upon which the Contractor’s employment and all work under the Contract, whether carried out on Site or elsewhere, is to cease.

Time Manager
The person identified as such in the Contract Agreement or, on ceasing to be the Time Manager, such other person as the Employer shall appoint and confirm to the Contractor and Contract Administrator, or, if none is appointed, the Contract Administrator.
Total Float

The period, calculated by the last accepted Working Schedule, by which an Activity may be delayed without delaying the achievement of a Due Date

Unforeseeable Conditions

Geological or hydrological condition or man-made or other obstruction, void, pollutant or contaminant, including utility or service encountered sub-surface on the Site, or any access to the Site or right of way, or the content or the condition of an existing structure which, at the Base Date, an experienced Contractor could not reasonably be expected to have foreseen

Variation

- The alteration or modification of
  - the design, quality, or quantity of the Works including
    - the addition, omission or substitution of any work
    - the alteration of the kind or standard of any work
  and/or
  - the Working Schedule
  so as avoid the occurrence of any Event, or to reduce, overcome or avoid the likely effects of any delay to progress caused by an Event including, but not limited to, the alteration or modification of
  - the duration, sequence, or timing of any Activity
  - any period of time whether by reference to a lead, lag, or otherwise
  - any Key Date
  - the resources to be used in connection with any Activity
  and/or
  - the requirements of the Contract for publication, content and character of the Working Schedule, Progress Records and/or Contractor’s Design
  and/or
  - the removal of any work executed, or materials, or goods brought thereon by the Contractor for the purposes of the Works, other than work, materials or goods which are not in accordance with this Contract
  - the modification in the location, type, or quantity of tests and/or Completion Testing, or tests and/or Completion Testing in addition to those identified in the Contract Specification
the imposition by the Employer of any obligations or restrictions in regard to the carrying out of the Works, or the addition to, alteration or omission of any such obligations or restrictions so imposed, or imposed by the Employer in the Contract Documents in regard to

- access to the Site, or any part or Section thereof
- possession of the Site, or any part or Section thereof
- the use of any specific parts of the Site
- limitations of working space
- limitations of working hours
- approval or acceptance, or conditional approval or conditional acceptance, of a submission
- the execution of the Works or any part, in any specific sequence, order or time
- compliance with a Connected Contract, the terms of which are not included in the Special Conditions, and/or

the specification of a particular Subcontractor to supply and fix materials, or goods, or to execute work which is priced by the Contractor in the Contractor’s Pricing Document for supply and fixing, or execution by the Contractor

the taking out of insurances pursuant to Clause 10.3 which the Employer has failed to take out and/or maintain in accordance with Clause 10.2

Welfare Facilities
Restroom, toilet and washing facilities, drying rooms, clothing stores, canteen and other facilities required for the personal wellbeing of the staff and workforce on Site and the Contract Administrator, Listed Persons and visitors as required by the Contract Specification, or if none is specified, then in accordance with the UK Government “Construction (Design and Management) Regulations (2007) Approved Code of Practice L144”

Working Hours
Any hours other than those indicated in the Special Conditions and/or the Contractor’s Pricing Document as being hours during which no work is to be carried out

Working Schedule
The Working Schedule accepted under Clause 37

Works
The work to be carried out by the Contractor under the Contract including all items and work that are specifically referred to in the Contract Documents or otherwise contemplated by the Contract. For the avoidance of doubt, the Works include all risk analyses, record keeping, scheduling and all other administrative functions which the Contractor is required to carry out under the Contract
Appendix B – Contract Data

Listed Persons

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Name</th>
<th>Email</th>
<th>Time zone</th>
<th>Telephone</th>
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<tbody>
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<td>Design Coordination</td>
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<td>Data Security</td>
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Method of Measurement is

(Appendix A)

(if none is stated, it shall be the New Rules of Measurement, Detailed Measurement of Building Works (NRM2), published by the Royal Institution of Chartered Surveyors current at the Base Date)\(^2\)

Holding Company is

(Appendix A)

(if none is stated, it shall be deemed to be the Contractor’s ultimate parent company)

\(^2\) There are different standard forms of measurement appropriate for works not comprising building works.
The monetary currency is

(Clauses 2.3)

(if none is stated, it shall be the pound sterling)

The Base Date is

(Clauses 2.4)

(if none is stated, it shall be 20 Business Days before the earlier of the Start Date and the Access Date)

Access Date is

(Clauses 5.1)

Date for Substantial Completion is

(Clauses 5.2)

Start Date is

(Clauses 5.3)

Sectional Access Dates and Sectional Substantial Completion Dates are

(Clauses 5.4.1, 5.4.3 and 5.4.4)
## Key Dates

*(Clause 5.5)*

<table>
<thead>
<tr>
<th>Key Date Description</th>
<th>Activity ID</th>
<th>Key Date</th>
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Email subject code data is

(Clause 7.2) ..............................................................................................................................
(if none is stated, no subject data code is required)

Holding Company Guarantee

(Clause 9.1.1) shall/shall not apply* (if not stated, shall be deemed not to apply)

Performance Bond

(Clause 9.1.2) shall/shall not apply* (if not stated, shall be deemed not to apply)

Advance Payment Bond

(Clause 9.2) shall/shall not apply* (if not stated, shall be deemed not to apply)

The status of the Reference Design is that it is

(Clause 11.1)
1. provided for information purposes only and may not be relied upon by the Contractor, for any purpose, or

2. prepared to Design Stage or Design Level of Development .................................................., or

3. defined in the Special Conditions

(delete whichever two are inapplicable. If two of the three options are not deleted, or if no Design Stage or Design Level of Development is indicated against option 2, option 1 shall apply)

The Building Information Modelling Protocol shall be

(Clauses 17.1.1 and 17.2.2.1)

..........................................................................................................................................
(or if none is stated, shall be AIA Document G202-2013 BIM Information Modelling Protocol Exhibit published by the American Institute of Architects, or such later edition as may be current at the Base Date)

* Delete whichever is inapplicable.
Interval for Progress Meetings shall be

(Clause 30.1) .................................................. Business Days after the Start Date/Access Date*
(if none is stated, it shall be 20 Business Days from the earlier of the Start Date and the Access Date) and at intervals of ........................................ Business Days thereafter (if none is stated, such interval shall be 20 Business Days)

Status interval for publication of Progress Records is

(Clause 39.2) .................................................. Business Days after the Start Date/Access Date*
(if none is stated, it shall be 10 Business Days from the earlier of the Start Date and the Access Date) and at intervals of ........................................ Business Days thereafter (if none is stated, such interval shall be 20 Business Days)

Status interval for revision of the Working Schedule is

(Clause 41.1) .................................................. Business Days after the Start Date/Access Date*
(if none is stated, it shall be 25 Business Days from the earlier of the Start Date and the Access Date) and at intervals of ........................................ Business Days thereafter (if none is stated, such interval shall be 20 Business Days)

Status interval for schedule quality assurance audits is

(Clause 42.2) on receipt of the first publication of the Draft Working Schedule and at every ........................................ Business Days thereafter (if none is stated, such interval shall be 60 Business Days)

Post-Substantial Completion Retention Period is

(Clause 55.1) .................................................................................................................. weeks

Liquidated Damages

(Clause 57.1 and/or Clause 57.2) shall/shall not apply* .................................................................
(if not stated to apply and if no sum is indicted below they shall be deemed not to apply)

Liquidated Delay Damages for failure to complete the Works are

(Clause 57.1) .............................................................................................................. per week or part thereof

* Delete whichever is inapplicable.
Limit on the period of delay to Substantial Completion is

(Clause 57.1) ........................................................................................................................................... weeks

Liquidated Delay Damages for failure to complete a Section are

(Clauses 5.4.1, 5.4.2 and 57.2)

<table>
<thead>
<tr>
<th>Section</th>
<th>Sectional Value</th>
<th>Liquidated Delay Damages</th>
<th>Limit on period of delay to completion</th>
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Limit of Liability is

(Clauses 58).............................................................................................................................................

Retention fund for repair of defects is

(Clauses 59.1) ........................................................................................................................................... per cent of Current Value
(if none is stated, it shall be two and a half per cent)

Retention Bond

(Clauses 59.4) shall/shall not apply* (if not stated, shall be deemed not to apply)

Interval of statement of Current Value is

(Clauses 61.1) ........................................................................................................................................... Business Days after acceptance of the Draft Updated Working Schedule. (if none is stated, then within 10 Business Days of acceptance or deemed acceptance of the Draft Updated Working Schedule)

* Delete whichever is inapplicable.
Final date for payment is

(Clause 66.3.1 and 66.5.1) Business Days after receipt of a Notice of Payment Due under Clause 64 or Clause 65. (if none is stated, then within 20 Business Days of the date of the Notice)

Interest Rate is

(Clause 67.1) per month/year, simple/compound. * (if none is stated, then at the rate of 5% per year, simple, above the Official Dealing Rate)

Official Dealing Rate

(Clause 67.1) That set by (if none is stated, it shall be that set by the Governor and Company of the Bank of England at the date that the payment became overdue)

Principal Expert is

(Clause 73.4) (if none is stated, or if the identified person is unable to act, such other person as the parties agree, or in default of such agreement, on the application of either party, the person appointed by the Appointing Body for the Expert identified in Appendix B)

Experts are

(Clause 73.5)

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<tr>
<th>Discipline</th>
<th>Name</th>
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<th>Time zone</th>
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<td>Time Management</td>
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</table>

* Delete whichever is inapplicable.
Appointing Body is

(Clauses 73.4, 74.8 and 74.12)

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<thead>
<tr>
<th>Discipline</th>
<th>Appointing Body</th>
<th>Appointing Body if none is stated</th>
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</thead>
<tbody>
<tr>
<td>Principal Expert (Clause 73.4)</td>
<td>Academy of Experts, 3 Gray’s Inn Square, London, WC1R 5AH, United Kingdom (<a href="http://www.academyofexperts.org">http://www.academyofexperts.org</a>)</td>
<td>Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire, SL5 7TB, United Kingdom (<a href="http://www.ciob.org">http://www.ciob.org</a>)</td>
</tr>
<tr>
<td>Adjudicator (Clause 74.8)</td>
<td>Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire, SL5 7TB, United Kingdom (<a href="http://www.ciob.org">http://www.ciob.org</a>)</td>
<td>Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire, SL5 7TB, United Kingdom (<a href="http://www.ciob.org">http://www.ciob.org</a>)</td>
</tr>
<tr>
<td>Arbitrator (Clause 74.12)</td>
<td>Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire, SL5 7TB, United Kingdom (<a href="http://www.ciob.org">http://www.ciob.org</a>)</td>
<td>Chartered Institute of Building, Englemere, Kings Ride, Ascot, Berkshire, SL5 7TB, United Kingdom (<a href="http://www.ciob.org">http://www.ciob.org</a>)</td>
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Adjudication

(Clauses 74.7) shall/shall not apply* (if not identified, shall be deemed to apply)

Rules of Adjudication are

(Clauses 74.7) ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ ........................................................ 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The final dispute resolution mechanism shall be

(Clause 74.11) .................................................................
(if none is stated, final dispute resolution shall be by arbitration)

Rules of Arbitration are

(Clause 74.11) .................................................................
(if none is stated, those current at the Base Date of the London Court of International Arbitration,
70, Fleet Street, London EC4Y 1EU, United Kingdom. (http://www.lcia.org)

Arbitrator is

(Clause 74.12) .................................................................
(if none is stated, or if the identified person is unable to act, such other person as the parties agree,
or in default of such agreement, on the application of either party, the person appointed by the
Appointing Body for the Arbitrator identified in Appendix B)
Appendix C – Building Information Modelling

Design Stages, Levels of Development, geometry, content and uses

C 1. The Model shall not be used for any purpose not identified in Table 1 against the relevant Design Level of Development.

Design Contributors and Design Elements

C 2. The Design Contributor responsible for each Design Element at each Design Stage and Design Level of Development shall be as indicated in Table 2.
### Table 1 - Levels of Development, Design and Uses

<table>
<thead>
<tr>
<th>Design Level of Development</th>
<th>Design Stage</th>
<th>Geometry</th>
<th>Content</th>
<th>Analysis</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Preparation</td>
<td>Conceptual</td>
<td>Overall massing indicative of area, height, volume, location and orientation</td>
<td>Conformity with general performance data</td>
</tr>
<tr>
<td>200</td>
<td>Design</td>
<td>Approximate</td>
<td>Generalised systems and assemblies that indicate approximate quantities, size, shape, location and orientation, including product information where available</td>
<td>Conformity of systems and Design Elements with general performance criteria, including energy usage</td>
</tr>
<tr>
<td>300</td>
<td>Pre-construction</td>
<td>Precise</td>
<td>Design Elements and assemblies accurate in size, shape, location, orientation and quantity, including product information where available</td>
<td>Conformity of systems and Design Elements with specific element-related performance criteria, including energy usage and sustainability</td>
</tr>
<tr>
<td>400</td>
<td>Fabrication</td>
<td>Detailed</td>
<td>Design Elements and assemblies accurate in size, shape, location, orientation and quantity, with complete fabrication, detail and product information</td>
<td>Conformity of systems and Design Elements with specific element-related performance criteria, including fire control, health and safety, energy usage and sustainability</td>
</tr>
<tr>
<td>500</td>
<td>Construction</td>
<td>Recorded</td>
<td>Design Elements modelled as constructed assemblies accurate in size, shape, location, orientation and quantity and resources, with complete fabrication, detail, product information, cost and time data</td>
<td>Changes and design development during construction</td>
</tr>
<tr>
<td>600</td>
<td>Use</td>
<td>Recorded</td>
<td>As constructed Design element assemblies accurate in size, shape, location, orientation and quantity</td>
<td>Using, maintaining, altering and adding to the project in conformity with licensing agreement, if any</td>
</tr>
</tbody>
</table>

3 The Design Level of Development codes must be referable to the Building Information Modelling Protocol identified in Appendix B.
<table>
<thead>
<tr>
<th>Cost Control</th>
<th>Time Control</th>
<th>Licensing and Approvals</th>
<th>Construction</th>
<th>Other Uses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimating based upon cost per square metre, per cubic metre, or other conceptual standard such as per hospital bed, per hotel key, etc.</td>
<td>Low density project phasing and overall predicted duration.</td>
<td>May be used to generate drawings sufficient in detail for permission for development in outline and similar licensing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimating based upon approximate data for area, volume and quantity of Element of Design</td>
<td>Low density timing of major Design Elements, zones of operation, project phasing and overall predicted duration.</td>
<td>May be used to generate drawings sufficient in detail for development control and similar licensing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimating based upon approximate data for area, volume and quantity of Element of Design</td>
<td>Low density timing of Design Elements, zones of operation, project phasing and overall predicted duration.</td>
<td>May be used to generate drawings sufficient in detail for building control and similar licensing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Estimating based upon standard rates for measured data for items, linear measure, area, volume and quantity of Design Elements</td>
<td>Low and Medium density timing of Design Elements, zones of operation, project phasing, methods of construction, phased access and completion, key dates and overall predicted duration. High Density planning of construction in the short term</td>
<td>Tender and bidding</td>
<td>The information comprises a virtual model of the Design Elements and is suitable for construction purposes</td>
<td></td>
</tr>
<tr>
<td>Predicted Cost in accordance with Clause 60. Current Contract Value in accordance with Clause 61, and Final Contract Value in accordance with Clause 63</td>
<td>High Density planning of construction including all resources and productivity planned to be achieved. Productivity achieved and resources used in accordance with Progress Records and contemporaneous time management, including delay and disruption analysis.</td>
<td>Occupational permits, fire authority and Health and Safety Executive permissions</td>
<td>The information comprises a virtual as-built model of the Design Element and is relied upon for retrospective analysis</td>
<td>Actual record of resources used and productivity achieved, for benchmarking and feedback.</td>
</tr>
</tbody>
</table>
Table 2 - Design Contributor responsible for the Design Element at each Design Level of Development

<table>
<thead>
<tr>
<th>Design Level of Development</th>
<th>100</th>
<th>200</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C2</strong> Design Elements&lt;sup&gt;4&lt;/sup&gt;</td>
<td>Preparation</td>
<td>Design</td>
</tr>
<tr>
<td>Code</td>
<td>Design Element</td>
<td>Design Contributor</td>
</tr>
</tbody>
</table>

---

<sup>4</sup> Table 2 should refer to the Design Elements referred to in and be consistent with the requirements of the Building Information Modelling Protocol identified in Appendix B.
The Design Elements and codes must be referable to the Building Information Modelling Protocol identified in Appendix B
Appendix D – Working Schedule

Software

D 1. The Working Schedule and any Fragnet required for it or in connection with it shall be prepared and maintained using software version.

Standards

D 2. The Working Schedule shall be prepared in accordance with the Contract and the recommendations of the CIOB Guide.

Production and administration content

D 3. The Working Schedule shall be supported by a Planning Method Statement of the calculations and assumptions used in its preparation and shall describe the durations and sequence of all Activities planned to be carried out in the future, and those completed in whole or in part, and, in so far as it is relevant, is to contain

a. all Activities necessary for the effective completion of the Works
b. all allowances for Prime Cost, Provisional Sums and/or Employer’s Time and/or Cost Contingencies required by the Employer and/or those engaged or employed by it identified in the Contract Specification
c. Activities representing any work to be carried out by
   i. the Employer, details of which are contained in the Contract Specification
   ii. those engaged by the Employer, details of which are contained in the Contract Specification
   iii. utility companies
   iv. Statutory Undertakers and/or Statutory Authorities
d. all allowances for Contractor’s Time and/or Cost Contingencies identified in the Contractor’s Pricing Document
e. the identity of
   i. any Subcontractor appointed to carry out any Activity
   ii. any supplier appointed to supply any goods or Permanent Plant for which an Activity is included
f. the resources planned to be used, and the resources actually used, in whole or in part
g. the value of all Activities, Level of Effort items and Milestones
h. the Level of Effort items for Preliminaries and Overheads and Profit
i. the interface between the Works and work to be carried out by others
j. any date by which the Employer warrants that it will provide
   i. acceptance or approval of a Design Stage or Design Level of Development
      of a Contractor’s Design or other Design Contribution, sample of work, work
      or materials, goods, or Permanent Plant
   ii. the supply by the Employer of Drawings, instructions, or other
       information
   iii. the supply of anything the Employer is to provide, or
   iv. work to be carried out by the Employer or those engaged or employed by it
k. the Logical Date by which the Employer is to provide
   i. acceptance or approval of a Design Stage or Design Level of Development
      of a Contractor’s Design or other Design Contribution, sample of work, work
      or materials, goods, or Permanent Plant
   ii. the supply by the Employer of Drawings, instructions, or other information
   iii. the supply of anything the Employer is to provide, or
   iv. work to be carried out by the Employer or those engaged or employed by it
l. the duration and sequence of any Events identified in Appendix F
m. the duration and sequence of any Contractor’s risk events
n. testing and Completion Testing
o. Key Dates for anything to be provided by the Employer or the Listed Persons
p. Key Dates for anything to be provided by the Contractor and any
   Subcontractor, supplier, Statutory Undertaking, Statutory Authority, utility
   provider, or Employer’s contractor
q. the following Contract Milestones
   i. Start Date
   ii. Access Date
   iii. Substantial Completion Date
   iv. Dates for Sectional Access
   v. Dates for Sectional Completion
   vi. the start and finish of the work of all Sub-contractors and suppliers
   vii. the start and finish of testing and Completion Testing
   viii. the specified Key Dates.

Design Content

D 4. Where the Contractor is required to design the Works, or any part or parts of the Works,
unless specified otherwise in the Contract Specification, the Working Schedule shall
incorporate the Design Execution Plan and shall include provision for Activities of adequate
duration, linked to the construction Activities to which they relate for

a. submission for acceptance
b. period for consideration
c. period for corrections and amendments
d. period for reconsideration and acceptance
in relation to each of the following Design Stages, where relevant
   i. Preparation
   ii. Design
   iii. Pre-construction
   iv. Fabrication

and where the Contractor’s Design Contribution is made by reference to a Model, in relation to each of the following Levels of Development where relevant
   v. Design Level of Development 1
   vi. Design Level of Development 2
   vii. Design Level of Development 3
   viii. Design Level of Development 4

and shall include Activities of adequate duration, linked to the appropriate Design Stages or Levels of Development for every licence or approval, including those of Statutory Authorities necessary in connection with that design, or any relevant part thereof:
   e. preparation of submissions
   f. submission
   g. consideration
   h. approval.

Design Element

D 5. The Activities shall be coded according to the Design Element to which each activity relates, by reference to Table 2 of Appendix C.

Conformity with Building Information Modelling

D 6. In so far as it relates to the same Design Element, where the design is produced by a Model from which the Working Schedule is not extracted, the coding structure for the Working Schedule is to be identical to that in the Model.

Density

D 7. The duration of planned Activities shall not exceed the following

   a. For the High Density period between the Data Date and 3 months after the Data Date …… Business Days (if none is stated, the period shall be 20 Business Days)
   b. For the Medium Density period between 3 months and 9 months after the Data Date …… Business Days (if none is stated, the period shall be 40 Business Days)
   c. For the Low Density period more than 9 months after the Data Date …… Business Days (if none is stated, the period shall be unlimited).
D 8. For the High Density part of the Working Schedule, the duration of planned Activities shall be calculated by reference to the resources planned to be employed and the productivity anticipated by those resources. The Planning Method Statement is to set out the source of data used and explain each such calculation.

Work Breakdown Structure

D 9. The Activities shall be coded according to a Work Breakdown Structure as follows

- Level 1: the whole of the Works
- Level 2: Sections
- Level 3: subsection
- Level 4: level
- Level 5: zone
- Level 6: Design Element
- Level 7: Contractor, Subcontractor or supplier.

Sections, subsections, levels and zones

D 10. The Sections, subsections, levels and zones of the project are illustrated and described on

Project-specific data fields

D 11. Where project specific data fields, Activity, or resource codes are used, they are to be unique and distinctive mnemonics and are to be described in the Planning Method Statement.

Standard data fields

D 12. Every Activity, Milestone and Level of Effort shall have attributed to it a permanent unique description and alphanumeric Activity ID and shall have available the following standard data fields attributed as relevant

- a. “Design Contributor” coded “DC” and allow 99 separate alpha/numeric identities for each of the following field values to which they relate
  - A: Architect
  - B: Building Surveyor
  - C: Civil Engineer
  - D: Drainage, Highways Engineer
  - E: Electrical Engineer
  - F: Facilities Manager
  - G: Geographical and Land Surveyor
H: Heating, Ventilation and Air Conditioning Engineer
I: Interior Designer
K: Employer
L: Landscape Architect
M: Mechanical Engineer
P: Public Health Engineer
T: Development Planner
W: Contractor
X: Subcontractor or supplier
Y: Specialist Designer
Z: General (non-disciplinary)
J: ............................................................
N: ............................................................
R: ............................................................
U: ............................................................
V: ............................................................

b. “Milestones” coded “MS”. Allow for 999 separate alpha/numeric identities for each of the following field values to which they relate
AD: Access, Sectional Access and possession dates
CM: Contractor’s start and finish dates
EM: Dates of supply by the Employer
EW: Dates of Start and Finish of Employer’s work
SD: Sectional and Substantial Completion Dates
SM: Subcontractors’ and suppliers’ start and finish dates
KD: Key Dates
FS: Date of start of interface
FF: Date of finish of interface
............................................................
............................................................
............................................................
............................................................

c. “Section” coded “SE”. Allow for 999 separate alpha/numeric values
d. “Subsection” coded “SS”. Allow for 999 separate alpha/numeric values
e. “Level” coded “LV”. Allow for 999 separate alpha/numeric values
f. “Zone” coded “ZO”. Allow for 999 separate alpha/numeric values
g. “Design Element” coded “DE”. Allow for alpha/numeric values in accordance with Appendix C, Table 2 and any additional or substituted table
h. “Trade” coded “TR”. Allow for 99 separate alpha/numeric identities for each of the
following field values to which they relate

BRL: Bricklayer
CAB: Cabinet Maker
CPT: Carpenter
CCT: Concretor
DEC: Decorator
DRL: Drainlayer
ELE: Electrical engineering
EXC: Excavator
FLO: Floorer
FUR: Furniture
GWK: Groundwork
HVC: Heating Ventilating and Air Conditioning
JON: Joiner
LDS: Landscaper
MAR: Marine Works
MAS: Mason
MEC: Mechanical engineering
PAV: Pavior
PLB: Plumber
PLS: Plasterer
RIG: Rigger
ROF: Roofer
SCA: Scaffolder
SHP: Shopfitter
STF: Steelfixer (reinforcement)
STE: Steel erector (structural)
TIL: Tiler
WEL: Welder

i. “Cost Account” coded “CA”. Allow for 999 separate alpha/numeric identities for each of the following field values to which they relate

CP: Contractor’s Plant
ES: Estimate
EX: Expenses
GD: Goods
LB: Labour
MT: Material
EQ: Equipment
OH: Overheads and Profit
j. “Events” coded “EV”. Allow for 999 separate alpha/numeric identities for each of
the following field values to which they relate
- ECC: Employer’s Cost Contingency
- ECR: Employer’s Cost Risk Event
- ETR: Employer’s Time Risk Event
- ETC: Employer’s Time Contingency
- EEE: Employer’s Time and Cost Risk Event

k. “Contractor’s Risks” coded “CR”. Allow for 999 separate alpha/numeric identities for
each of the following field values to which they relate
- CCC: Contractor’s Cost Contingency
- CCR: Contractor’s Cost Risk Event
- CTR: Contractor’s Time Risk Event
- CTC: Contractor’s Time Contingency
- CEE: Contractor’s Time and Cost Risk Event.

Submissions archive

D 13. Unless the data is automatically maintained in a Common Data Environment, the Time
Manager shall archive each submission of the Working Schedule and/or Planning Method
Statement with a unique file name, including its Data Date, and shall make and maintain
a database of submissions including, but not limited to, the following data fields

a. The identity of the party making the submission
b. The date of the submission
c. The nature of the submission
d. The name of the submission
e. The Data Date of the submission
f. The file name of the submission
g. The location of the archive of the submission
h. The size of the submission in bytes
i. The number of Activities in the submission
j. Whether accepted, rejected, or conditionally accepted
k. The date of decision on the submission
l. The date on which the conditions were complied with
m. The file name of the decision
n. The location of the archive of the decision.
Record categories

E 1. Progress Records are the historical data of the timing and the resources actually used in the design, procurement and construction of the Works and shall include records of

a. Work done,
b. Resources used
c. Quality control
d. Information flow
e. ..............................
f. ..............................

Software

E 2. Progress Records shall be maintained using

software ...........................................................

version ...........................................................

Cross reference to Working Schedule

E 3. Progress Records are to be fully cross-referenced to the Working Schedule. Each database record shall have

a. A unique data entry identifier
b. The date of entry
c. The identity of the person entering data
d. The reporting period dates, week commencement number and contract week number
e. Working Schedule Activity ID
f. Working Schedule Activity description.

Submissions

E 4. The Contractor shall submit to the Time Manager sufficient information as is reasonably necessary to enable the Project Time Manager to check and evaluate the Progress Records.
Design Progress Records

E 5. Where the Contractor is required by the Contract Specification to produce a Contractor’s Design, unless specified otherwise in the Contract Specification, for each Business Day from the date of commencement of the Contractor’s Design until the Date of Substantial Completion of the Works, the Contractor is to record the production data in the following data fields

a. In relation to planned design Activity identified on the Working Schedule
   i. The design speciality
   ii. The name of the Design Contributor
   iii. Design Element
   iv. The Activity description
   v. The Activity ID
   vi. The Design Stage or Design Level of Development
   vii. The date the Activity started
   viii. The date the Activity finished
   ix. The name and status of each employee allocated to an Activity in progress and the hours worked by each
   x. The quantity of work completed
   xi. The value of work completed
   xii. If not started as planned, the reason for non-commencement
   xiii. If the Activity is started, but without progress during the reporting period, the reason for the absence of progress

b. In relation to a change of, or unplanned design Activity not contemplated on the Working Schedule
   i. The design speciality
   ii. The name of the Design Contributor
   iii. The Design Element
   iv. The Activity description
   v. The Activity ID Activity codes
   vi. The identity of any Event identified in Appendix F which is the direct cause of the unplanned Activity
   vii. The reason for executing the Activity
   viii. The Design Stage or Design Level of Development
   ix. The date the new Activity started
   xi. The date the new Activity finished
   xii. The name and status of each employee allocated to an Activity in progress and the hours worked by each
   xiii. The quantity of work completed
xiv. The value of work completed
xv. If started but without progress during the reporting period, the reason for the absence of progress
xvi. .................................................................
xvii. ............................................................... 
xviii. .............................................................

Production Progress Records

E 6. For each Business Day from the Start Date until the Date of Substantial Completion of the Works, the Contractor is to record the production data in the following data fields

a. In relation to each planned production Activity identified on the Working Schedule
   i. The Activity description
   ii. The Activity ID
   iii. The date the Activity started
   iv. The date the Activity finished
   v. The quantity of work completed
   vi. The value of work completed
   vii. If not started, the reason for not starting
   viii. If started but without progress during the reporting period, the reason for the absence of progress
   ix. The identity of any Subcontractor carrying out the Activity
   x. The identity of any supplier carrying out the Activity
   xi. The name and status of each item of labour allocated to an Activity in progress and the hours worked by each
   xii. The name of each item of Contractor’s Plant allocated to an Activity in progress and the hours worked by each item
   xiii. Any materials delivered

b. In relation to a change of, or unplanned production Activity not contemplated on, the Working Schedule
   i. The Activity description
   ii. The Activity ID
   iii. The identity of any Event identified in Appendix F which is the direct cause of the unplanned Activity
   iv. The reason for executing the Activity
   v. The date the new Activity started
   vi. The date the new Activity finished
vii. The quantity of work completed
viii. The value of work completed
ix. If started but without progress during the reporting period, the reason for the absence of progress
x. The identity of any Subcontractor carrying out the Activity
xi. The identity of any supplier carrying out the Activity
xii. The name and status of each item of labour allocated to an Activity in progress and the hours worked by each
xiii. The name of each item of Contractor’s Plant allocated to an Activity in progress and the hours worked by each item
xiv. Any materials delivered for use in connection with the Activity
xv. .................................................................
xvi. ...............................................................
xvii. ...............................................................  

E 7. Information Flow

a. In relation to Drawings, approvals, information, details or instructions requested
   i. Activity description
   ii. Activity ID
   iii. Unique identifier of the request
   iv. Description of the request
   v. Date of the request
   vi. Date the response is required by
   vii. Name and status of the person responsible for compiling and/or issuing the request
   viii. The Activity ID and description of the Activity directly dependent upon the data requested
   ix. .................................................................
x. .................................................................
x. .................................................................

b. In relation to Drawings, approvals, information, details or instructions supplied
   i. Activity description
   ii. Activity ID
   iii. Unique identifier of the request to which the supply relates, if any
   iv. Description of the request, if any
   v. Date of the request, if any
   vi. Description of the information, Drawings, details or instructions supplied
   vii. Date of issue of the data
   viii. Name and status of the person responsible for supplying the data
   ix. The Activity ID and description of the Activity directly dependent upon the data supplied
E 8. Quality Control

a. In relation to quality control:
   i. Activity description
   ii. Activity ID
   iii. Any inspections or tests carried out, including Completion Testing and the result thereof, listing deficiencies identified, together with the corrective action taken or to be taken
   iv. Job safety evaluations
   v. The weather conditions, maximum and minimum temperature, inside and out, at 0800hrs, 1200hrs and 1600hrs and, if night time working, midnight and 0400 hrs
   vi. Photographic records taken
   vii. Any visitors to the Site
   viii. .................................................................
   ix. .................................................................
   x. .................................................................

E 9. Events

a. In relation to unplanned occurrences:
   i. Event Activity description
   ii. Event Activity ID
   iii. Description of the occurrence
   iv. Any standing time, or unproductive resources and the reason for such loss of productivity
   v. The identity of any Event identified in Appendix F, which is the cause of the lost productivity or standing time
   vi. .................................................................
   vii. .................................................................
   viii. .................................................................

Submission archive

E 10. Unless the data is automatically maintained in a Common Data Environment, the Time Manager shall archive each submission of the database of Progress Records with a unique file name, including its Data Date, and shall make and maintain a log of submission including, but not limited to, the following data fields
a. The identity of the party making the submission
b. The date of the submission
c. The file name of the submission
d. The location of the archive of the submission

e. The Data Date of the submission

f. The size of the submission in bytes

g. The number of records in the submission

h. The ID of the latest record

i. The date of entry of the latest record

j. Whether accepted, rejected, or conditionally accepted

k. The date of decision on the submission

l. The file name of the decision

m. If conditionally accepted, the date of compliance with the conditions

n. The location of the archive of the decision.
## Appendix F – Events

<table>
<thead>
<tr>
<th>Event No</th>
<th>Event Description</th>
<th>Employer’s Time Risk Event</th>
<th>Employer’s Cost Risk Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1</td>
<td>A Variation instruction</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F2</td>
<td>An instruction for the expenditure of a Prime Cost or Provisional Sum, other than one for which the Contract Documents require work to be designed or goods or materials to be provided by, or under the direction of, the Contractor</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F3</td>
<td>Except for an instruction to which Clause 26.8 refers, an instruction to open up and/or investigate any work, goods, materials and/or Permanent Plant and/or to search for defective work, goods, materials and/or Permanent Plant or its cause, or an instruction pursuant to Clause 26.9 where no defect was ultimately discovered</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F4</td>
<td>An instruction to remedy any factual error in information contained in the Contract Documents other than those to which Clause 3.7.1, Clause 3.7.2 or Clause 3.8 refers</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F5</td>
<td>Suspension of the Works or any part thereof as a result of the occurrence of an insured risk and/or an instruction to repair or replace the loss of, or damage to, the Works caused by an insured risk</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F6</td>
<td>An instruction to correct any unstated departure from the Method of Measurement, or any error in description or quantity, or any omission of items from the Bill of Quantities prepared by, or under the direction of, the Employer and upon which the Contractor is permitted to rely</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F7</td>
<td>The execution of a measured quantity of work that differs by more than 10 per cent from any approximate quantities stated in the Bill of Quantities prepared by, or under the direction of, the Employer and upon which the Contractor is permitted to rely</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Event No</td>
<td>Event Description</td>
<td>Employer’s Time Risk Event</td>
<td>Employer’s Cost Risk Event</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>---------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>F8</td>
<td>An instruction to correct any error, omission, inconsistency or ambiguity in a Model provided by the Employer and not caused by a Contractor’s Design Contribution</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F9</td>
<td>An instruction to correct any error, omission, inconsistency or ambiguity in a Model, Working Schedule or Progress Records caused by a defect in software and/or hardware specified by the Employer</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F10</td>
<td>An instruction issued under Clause 26.4 to defer tests or Completion Testing</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F11</td>
<td>A failure to make available to the Contractor the necessary parts of the Site on or before the Sectional Access Dates, if any, and/or the Site as a whole on or before the Access Date stated in Appendix B, or the latest Logical Date for Access or Logical Dates for Sectional Access identified in the Working Schedule as accepted from time to time, whichever is the later</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F12</td>
<td>A failure by the Contract Administrator to provide a response to a request to which Clause 12.1 applies within the time permitted by Clause 12.4</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F13</td>
<td>An error in any investigation report, data, maps, Drawings, historical records or other information provided by the Employer upon which the Contractor is permitted to rely</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F14</td>
<td>The suspension of the performance of the Contractor’s obligations pursuant to Clause 4.9 or Clause 66.4, or the suspension of the Contractor’s obligations, or any part thereof, as a result of instructions issued under Clause 31.1.3</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>F15</td>
<td>An impediment, prevention or default, whether by act or omission, of the Contract Administrator, Employer, Listed Persons, or any person or other contractor appointed by the Employer</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Event No</td>
<td>Event Description</td>
<td>Employer’s Time Risk Event</td>
<td>Employer’s Cost Risk Event</td>
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<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>F16</td>
<td>The failure of a Statutory Undertaker or Statutory Authority to carry out work required by the relevant region or state, when the Contractor has complied with the procedures required by the Statutory Undertaker or Statutory Authority and the procedures stipulated in the Contract Documents</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
<tr>
<td>F17</td>
<td>Suspension of the Works or any part thereof as a result of an order, or other act of a Court or Statutory Authority exercising authority under Applicable Law, or failure to act in accordance with Applicable Law, or a change in interpretation of Applicable Law, by such Court or Statutory Authority</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
<tr>
<td>F18</td>
<td>Suspension of the Works or any part thereof as a result of a strike or lockout affecting the suspended part of the Works</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
<tr>
<td>F19</td>
<td>Suspension of the Works or any part thereof as a result of civil commotion, or the use or threat of terrorism and/or of the activities of the relevant authorities in dealing with such an event or threat affecting the suspended part of the Works</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
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<tr>
<td>F20</td>
<td>Suspension of the Works or any part thereof as a result of the discovery of Unforeseeable Conditions</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
<tr>
<td>F21</td>
<td>Suspension of the Works or any part thereof as a result of the discovery of a Finding, other than those described in the Contract Specification</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
<tr>
<td>F22</td>
<td>Suspension of the Works or any part thereof as a result of the occurrence of climatic conditions more adverse than the Predicted Climatic Conditions</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
<tr>
<td>F23</td>
<td>Suspension of the Works or any part thereof as a result of any event outside the control of both the Employer and the Contractor</td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
</tbody>
</table>

*Delete whichever is inapplicable (if not stated, shall be deemed to be at the Employer’s risk).*
<table>
<thead>
<tr>
<th>Event No</th>
<th>Event Description</th>
<th>Employer’s Time Risk Event</th>
<th>Employer’s Cost Risk Event</th>
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</thead>
<tbody>
<tr>
<td>F24</td>
<td></td>
<td>Yes/No*</td>
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<td>Yes/No*</td>
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<tr>
<td>F34</td>
<td></td>
<td>Yes/No*</td>
<td>Yes/No*</td>
</tr>
</tbody>
</table>

*Describe the risk and delete whichever is inapplicable (if not described and stated, shall be deemed not to apply).
Appendix G – Issue Resolution

Purpose

G 1. The purpose of Issue Resolution is to assist the parties in the management of their risks in executing the Works and to reduce the possibility of formal dispute resolution proceedings. Accordingly, the Principal Expert must issue its Determination on the basis of its own investigations and shall not be limited by the submissions of the parties.

Questions

G 2. For each Issue, the Principal Expert must give its Determination on the following questions (to the extent that they are applicable to the Issue)

2.1. Whether the Contractor’s submission properly conforms to the Contract and if not, with which term or terms of the Contract is it not in conformance?

2.2. Whether the rejection of the submission, valuation, or measurement, if any, was proper in the circumstances?

2.3. Whether the conditions applied to acceptance, if any, would properly have rendered the submission, valuation, or measurement not in conformance with the Contract?

2.4. Whether the conditions applied to acceptance, if any, amount to a Variation of the Contract?

2.5. Whether and, if so, what other conditions should reasonably be applied to acceptance?

2.6. Any other questions identified or required by the parties, having regard to the nature of the Issue.

Submissions

G 3. The procedure for submissions to the Principal Expert is as follows

3.1. The referring party must make a submission in respect of the Issue, with its notice under Clause 73.1
3.2. All submissions, responses, replies, requests and comments must be in writing and served electronically in accordance with the File Transfer Protocol or, if none has been agreed prior to the Issue arising, then by email. If a party to the Contract gives information to the Principal Expert, it must at the same time give a copy to the other party. All documents to be copied to either party under this procedure must be sent to the relevant person.

3.3. The other party must respond within 5 Business Days after receiving a copy of that notice and submission, or such longer period as the other party may reasonably require, having regard to the nature and complexity of the issue and the volume of the submission. If the parties do not agree on such requested extended period, the Principal Expert will promptly determine any extra time that may reasonably be permitted, bearing in mind the complexity and seriousness of the Issue in relation to the competent management of risk and the progress of the Works.

Consultation with other experts

G 4. Having regard to the nature of the issue referred and the expert knowledge reasonably required for the Issue Resolution, the Principal Expert shall consult with such other experts as are necessary.

Further information

G 5. The Principal Expert may request further information from either party, to be provided within a time limit. The Principal Expert must send a copy of the request and the response to the other party, and give the other party a reasonable opportunity to comment upon the response.

Conference

G 6. The Principal Expert may request a conference with the parties to the Contract and any other of the Listed Persons and any other expert who, in its absolute discretion, the Principal Expert deems appropriate. The request must identify an agenda setting out the matters to be discussed.

Status

G 7. The Principal Expert shall act as an expert and not as an arbitrator or adjudicator.
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