

CIOB

TIME AND COST MANAGEMENT CONTRACT

06

SUBCONTRACT APPENDICES

2015 EDITION



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06 **SUBCONTRACT APPENDICES**
2015 EDITION

NAMING

The Subcontract is formally called the the “CIOB Time and Cost Management Subcontract, 2015 Edition.” However, it may also be referred to as the “Time Management Subcontract” or simply TCM/SC15. It is referred to within this document as the “Subcontract”.

STANDARD DOCUMENTATION

The Subcontract consists of

Document No. 4 Subcontract Agreement, 2015 Edition
Document No. 5 Subcontract Conditions, 2015 Edition
Document No. 6 Subcontract Appendices, 2015 Edition (this document)

DISCLAIMER

The Subcontract has been produced for use in a wide variety of construction and engineering projects. As with any standard form 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/or that of their advisers) in making use of this or any other standard form document comprised in, or for use in connection with, this Subcontract. 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 as a result of negligence or any other cause.

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Concept, design and artwork by Thompson Graphics

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Appendix 1 – Definitions

Access Date	The Access Date identified as such in Appendix 2,
Activity	A process or task consuming time and resources and having the attributes specified in Appendix 4
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 Subcontractor and a guarantor, in the form and manner identified, or referred to, in the Subcontract Special Conditions, to be maintained until such sums have been fully repaid to the Contractor and with a bond value equivalent to the aggregate of the advance payment monies and/or advance mobilisation costs paid to the Subcontractor
Applicable Law	<p>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 Subcontract Works is not performed on Site, which govern the Subcontractor in performing the Subcontract Works</p> <ul style="list-style-type: none">• 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 2
Base Date	The date identified as such in Appendix 2 and by reference to which the Subcontract Works have been priced
Building Information Modelling	The use of one or more Levels 2 Models to describe the design of the Works including the Subcontract Works for the collaborative production of design information
Building Information Modelling Protocol	The Building Information Modelling Protocol identified in Appendix 2

Business Day	Any day other than those indicated in the Special Conditions and/or the Subcontractor's Pricing Document as being days on which no work is to be carried out
Certificate of Failure to Achieve Handover	A Certificate issued by the Contractor under Clause 56.1
Certificate of Handover	A Certificate issued by the Contractor under Clause 54.3
Certificate of Making Good Defects	A Certificate issued by the Contractor under Clause 55.6
CIOB Guide	Chartered Institute of Building Guide to Good Practice in the Management of Time in Complex Projects (December 2010) ISBN: 978-1-4443-3493-7, or later edition current at the Base Date
Collateral Warranty	A collateral agreement or direct agreement entered into by the Subcontractor with a third party in the form and manner identified or referred to in the Subcontract Special Conditions
Common Data Environment	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"
Completion Testing	Any testing identified in the Subcontract Specification as being required to be satisfactorily completed before the Works or any Section is Substantially Complete under the Construction Contract
Connected Contract	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 with which the Contractor is to comply, copies of (or relevant extracts from) which are included in the Subcontract Special Conditions
Connected Party	A third party under a Connected Contract
Consenting Party	Any person who has agreed in writing with the Contractor and/or the Employer to be bound by Clause 75.14 of the Subcontract or by terms equivalent to it
Construction Contract	The contract between the Employer and Contractor or, if no Contractor has been identified at the Subcontract Date, the latest edition of the Time and Cost Management Contract published by the Chartered Institute of Building at the Base Date

Contract Administrator	The person identified as such in the Subcontract Agreement or identified by the Employer as to be appointed as the Contract Administrator, or such other person as the Employer shall, from time to time, appoint and confirm to the Contractor
Contractor	The party identified as such in the Subcontract Agreement
Contractor's Authorised Representative	The person identified as such in the Subcontract Agreement or, such other person as the Contractor shall appoint and confirm to the Subcontractor
Contractor's Cost Risk Event	An occurrence identified as such in Appendix 6 which is not caused or contributed to by the Subcontractor or anyone for whom the Subcontractor is responsible
Contractor's Facilities	Plant, equipment, hoist, crane, transport for labour and materials and any other facilities described as Contractor's Facilities in the Subcontract Specification for use by the Contractor and/or its subcontractors to operate and construct the Works, but which are not required to be, and/or are not, incorporated into the Works and are not for the sole use of the Contractor or any Subcontractor
Contractor's Notice of Payment Due	A notice issued under Clause 65
Contractor's Plant	Plant, equipment and tools, and transport to be supplied and used by the Contractor or its subcontractors to operate and construct the Works, but which are not required to be, and/or are not, incorporated into the Works
Contractor's Subcontract Supervisor	The person nominated by the Contractor in accordance with Clause 6.4 to supervise the Subcontract Works on site
Contractor's Time Contingency	A period of time identified in the Subcontract Specification to be included as an Activity in the Subcontractor's Scheduling Contribution and to be absorbed in whole or in part, increased, reduced or amalgamated with other Contractor's Time Contingencies, or omitted, as the Contractor may instruct
Contractor's Time Risk Event	An occurrence identified as such in Appendix 6 which is not caused or contributed to by the Subcontractor or anyone for whom the Subcontractor is responsible
Cost Manager	The person identified as such in the Subcontract Agreement or, on ceasing to be the Cost Manager, such other person as the Employer shall confirm, or, if none is appointed, the Contract Administrator
Critical Path	The longest sequence of logically linked Activities from the start of a process to its finish

Current Subcontract Value	The Predicted Subcontract Cost as adjusted in accordance with Clause 62
Data Date	The date at which the status of the data is established in an electronic file
Date for Access	The Logical Date identified in the latest accepted Subcontractor's Scheduling Contribution by which the Subcontractor is to be granted access by the Contractor for the carrying out of the Subcontract Works on Site
Date for Handover	The Logical Date identified in the latest accepted Subcontractor's Scheduling Contribution by which the Subcontractor is to achieve Handover of the Subcontract Works
Date for Sectional Access	The Logical Date identified in the latest accepted Subcontractor's Scheduling Contribution by which the Contractor is to provide access to a Section of the Subcontract Works
Date for Sectional Handover	The Logical Date identified in the latest accepted Subcontractor's Scheduling Contribution by which the Subcontractor is to achieve Handover of a Section of the Subcontract Works
Design Contribution	<p>A design, part of a design, data or information which is created or prepared by</p> <ul style="list-style-type: none">• a Listed Person• the Contractor• a Subcontractor, or• a Connected Party <p>and is communicated to, or shared with, any other Design Contributor in any way</p>
Design Contributor	A person who makes a Design Contribution
Design Element	An element described in Appendix 3 which is a part of the design of the Subcontract Works and/or the Works
Design Execution Plan	The Subcontractor's performance specification and plan of work for the timing, preparation, submission and approval of each Design Stage or Design Level of Development comprised in the Subcontractor's Design Contribution
Design Level of Development	The degree of completeness of a Model identified by reference to Appendix 3

Design Stage	The degree of completeness of Drawings identified by reference to Appendix 3
Design User	Any person identified in the Subcontract Special Conditions as authorised to use a Model for the purpose identified in Appendix 3
Determination	The determination of the Principal Expert issued in accordance with Clause 74
Development Schedule	The Employer's critical path network schedule which identifies the process of project procurement from inception to completion and which functions as the Employer's time and cost model for the project
Draft Updated Scheduling Contribution	The latest version of the document identified as such and published for acceptance by the Subcontractor under Clause 41.1
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 Handover Date or the Handover Date identified in Appendix 2 as extended under Clause 51 or brought forward under Clause 49
Early Warning	A warning given pursuant to Clause 35.2
Employer	The person identified as such in the Subcontract Agreement
Employer's Cost Contingency	A sum of money identified in the Subcontract Specification to be included in the Subcontractor's Pricing Document and to be absorbed in whole or in part, or omitted, as the Contractor may instruct
Employer's Time Contingency	A period of time identified in the Subcontract Specification to be included as an Activity in the Subcontractor's Scheduling Contribution and to be absorbed in whole or in part, increased, reduced or amalgamated with other Employer's Time Contingencies, or omitted, as the Contractor may instruct
Event	An occurrence which is a Contractor's Cost Risk Event or a Contractor's Time Risk Event
Federated Model	A model consisting of connected but distinct Models
File Transfer Protocol	The protocol for uploading, downloading, managing access to, security of and transferring of digital files by electronic means

Final Subcontract Value	The ultimate value of the Subcontract Works calculated in accordance with Clause 64
Finding	Any archaeological artefact, fossil, coin, article of value or antiquity, or item of geological interest, or human remains
Fragnet	A sub-network or fragment of a network diagram, used to illustrate a sequence of Activities ¹
Free Float	The period, calculated by the latest accepted Subcontractor's Scheduling Contribution, by which an Activity may be delayed without delaying the Logical Date for the start of any of its successor Activities
Free Issue Materials	Those materials and/or goods identified in the Subcontract Specification to be supplied by the Contractor and delivered to the Subcontractor without charge
Handover	<p>A state where, in the Contractor's opinion, all the work required under the Subcontract or a Section has been performed and operation and maintenance manuals required by the Subcontract Specification have been provided, subject only to such minor outstanding items of work, documentation and/or minor defects the existence of which does not adversely affect its</p> <ul style="list-style-type: none"> • beneficial use • operation, or • maintenance <p>in respect of</p> <ul style="list-style-type: none"> • the Subcontract Works • a relevant Subcontract Section, or • continuance of the construction of the Works under the Construction Contract
Handover Date	The date identified as such in Appendix 2, as extended under Clause 51 or brought forward under Clause 49
Handover Testing	Any testing identified in the Subcontract Specification as being required to be satisfactorily completed before the Subcontract Works or any Subcontract Section achieves Handover under the Subcontract
High Density	That part of the Scheduling Contribution 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

¹ See the CIOB Guide at paragraphs 4.5.15 and 5.2.5.

	is made on the basis of a comprehensive review of the predicted risks, planned activities and their dependencies
Holding Company	The Subcontractor's ultimate parent company or such other person identified in Appendix 2 as the Holding Company
Holding Company Guarantee	A guarantee executed by the Subcontractor and the Holding Company in the form and manner identified, or referred to, in the Subcontract Special Conditions
Initiation Date	The date upon which an Event occurs
Interest Rate	The rate of interest on late payments identified in Appendix 2
Issue Resolution	The procedure to be adopted under Clause 74
Key Date	The stage identified in the Subcontract Special Conditions to which the date identified in Appendix 2 applies
Law of the Subcontract	That stated in the Subcontract Agreement
Laydown	Any land allocated for the sole use of the Subcontractor, in connection with the Subcontract 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 Subcontractor's Plant
Level of Effort	A described duration in the Subcontractor's Scheduling Contribution representing the period over which the value of a Preliminaries and/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 2 which is the overall limit on the Subcontractor's financial liability to the Contractor 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 Contractor as a result of any breach by the Subcontractor of the Subcontract 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 2
Logical Date	A date calculated by the Subcontractor's Scheduling Contribution

Low Density	That part of the Scheduling Contribution 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
Medium Density	That part of the Scheduling Contribution 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
Method of Measurement	The standard identified in Appendix 2
Milestone	A point in time identified on the Subcontractor's Scheduling Contribution which has neither duration nor resources attributed to it
Model	A collaborative digital representation of a Design Contribution for a part of the Works under the Construction Contract
Notice Date	The date calculated to be 5 calendar days from the last date by which the Contractor is required to issue a statement of Current Subcontract Value, Penultimate Subcontract Value or Final Subcontract Value. Such calculation shall exclude any days which are bank and/or public holidays under Applicable Law
Notice of Payment Due	A notice under Clause 65 or Clause 66
Official Dealing Rate	The interest rate set by the institution identified in Appendix 2
Overheads and Profit	The costs and profit related to running the Subcontractor's business as a whole, which are not Activity- or Site-related and which are identified as such in the Subcontractor's Pricing Document
Partial Possession	Deemed or actual possession by the Employer of a part of the Subcontract Works, or part of a Subcontract Section, in accordance with Clause 53
Penultimate Subcontract Value	The penultimate value of the Subcontract Works calculated in accordance with Clause 63
Performance Bond	A guarantee bond executed by the Subcontractor and a guarantor in the form and manner, and for the value and period, referred to in the Subcontract Special Conditions

Performance Security	An Advance Payment Bond, a Retention Bond and/or a Performance Bond
Permanent Plant	Any plant or equipment which the Subcontract Specification requires to be permanently incorporated into the Subcontract Works
Planning Method Statement	The document identified as such and listed as a Subcontract Document in the Subcontract Agreement and any update and/or revision of it
Post-Handover Retention Period	The period after Handover of the Subcontract Works or any Subcontract Section identified in Appendix 2
Predicted Climatic Conditions	Those stated in the Subcontract Specification or, if none 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
Predicted Subcontract Cost	The predicted ultimate cost of the Subcontract Works calculated in accordance with Clause 61
Preliminaries	Site establishment and field costs which are not directly related to any Activity and which are identified as such in the Subcontractor's Pricing Document
Principal Expert	The person identified as such in Appendix 2
Progress Records	The accepted database records of the resources actually used to perform a recorded quantity of work, made and recorded in accordance with Clause 40
Provisional Sum	A sum of money identified in the Subcontract Specification to be included in the Subcontractor's Pricing Document for work which cannot be described in detail at the time of tender/bid
Reference Design	Drawings and/or Subcontract Specification and/or Model and/or Federated Model describing the requirements against which the Subcontractor is to design the Subcontract Works
Relevant Handover Date	Any Due Date identified in Appendix 2, as extended under Clause 51 or brought forward under Clause 49
Relevant Date for Handover	The Logical Date for Handover of any part of the Subcontract Works by a Key Date, or handover of any Subcontract Section, or the Subcontract Works calculated at the Data Date of the latest accepted Subcontractor's Scheduling Contribution

Retention Bond	A bond executed by the Subcontractor and a guarantor in the form and manner identified, or referred to, in the Subcontract Special Conditions, to be maintained for the period and with a bond value stated in the Subcontract Special Conditions
Risk Register	The register maintained by the Contract Administrator under Clause 36
Scheme for Construction Contracts	U.K. Statutory Instrument 1998 No. 649, The Scheme for Construction Contracts (England and Wales) Regulations 1998, as amended by U.K. Statutory Instrument 2011 No. 2333, The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011
Sectional Access Date	The date identified as such in Appendix 2 as extended under Clause 51 or brought forward under Clause 49
Sectional Handover Date	The date identified as such in Appendix 2
Sectional Value	The value of a Section identified as such in Appendix 2
Site	The identified area or areas of land to which the Contractor has access and possession under the Construction Contract
Site Meeting	Any meeting under Clause 31
Site Services	Those electricity, gas, telecommunication, broadband, water and/or other supplies identified in the Subcontract Special Conditions which are to be provided by the Contractor for the Subcontractor's use in carrying out the Subcontract Works
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 Subcontract Documents and/or applicable to the Subcontract Works as a result of any Applicable Law
Start Date	The date upon which the Subcontractor's obligations under the Subcontract commence, identified as such in Appendix 2,
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	The subcontract between the Contractor and the Subcontractor to which the Conditions of Subcontract and Appendices relate, including the documents listed in the Subcontract Agreement as Subcontract Documents

Subcontractor	The party identified as such in the Subcontract Agreement
Subcontract Agreement	The signed Agreement identifying the parties to the Subcontract, the Subcontract Works, the price to be paid for the Subcontract Works (or the basis for calculating such price), the Law of the Subcontract, the Subcontract Documents and those persons appointed by the Employer for the administration of the Construction Contract
Subcontract Appendices	These Subcontract Appendices listed as a Contract Document in the Subcontract Agreement
Subcontract Bill of Quantities	The Bill of Quantities listed in the Contract Agreement as a Contract Document
Subcontract Conditions	The Standard form of Subcontract Conditions listed as a Contract Document in the Subcontract Agreement
Subcontract Date	The date of the Subcontract Agreement
Subcontract Documents	The documents listed in the Subcontract Agreement as Subcontract Documents
Subcontract Drawings	The drawings listed in the Subcontract Agreement as a Subcontract Document
Subcontract Federated Model	The federated Model listed in the Subcontract Agreement as a Subcontract Document
Subcontract Model	A model listed in the Subcontract Agreement as a Subcontract Document
Subcontract Specification	The Specification listed in the Subcontract Agreement as a subcontract Document
Subcontract Section	The part of the Subcontract Works identified by the Subcontract Specification and/or Drawings and/or Model and/or Subcontract Bill of Quantities to which the Contractor is to grant access by the Sectional Access Date to which the Sectional Value applies, and which is to be handed over to the Contractor by the Sectional Handover Date
Subcontract Sectional Value	The value of a Subcontract Section identified in Appendix 2
Subcontract Special Conditions	The Subcontract Special Conditions identified as such and listed as a Subcontract Document in the Subcontract Agreement

Subcontract Specification	The Subcontract Specification identified as such and listed as a Subcontract Document in the Subcontract Agreement
Subcontract Termination Date	The date upon which the Subcontractor's employment and all work under the Subcontract, whether carried out on Site or elsewhere, is to cease
Subcontract Works	The work to be carried out under the Subcontract, including all design, items and work that are specifically referred to in the Subcontract Documents or otherwise contemplated by the Subcontract. For the avoidance of doubt, the Subcontract Works includes Subcontractor's temporary work, and includes all risk analyses, record keeping, scheduling, testing, Handover Testing, Completion Testing, the provision of documents and all other administrative functions which the Subcontractor is required to carry out under the Subcontract
Subcontractor's Authorised Representative	The person identified as such in the Subcontract Agreement or such other person as the Subcontractor shall appoint and confirm to the Contractor
Subcontractor's Cost Risk Event	An occurrence at the cost risk of the Subcontractor which is caused or contributed to by the Subcontractor or anyone for whom the Subcontractor is responsible
Subcontractor's Design Contribution	The Design Contribution prepared by, or under the direction of, the Subcontractor comprising Drawings, specifications, calculations, analyses, or other information relating to the Subcontract Works, or a Model or Federated Model prepared by, or under the direction of, the Subcontractor and any drawings specifications, calculations, analyses, or other information extracted from the Model or Federated Model, or any other Design Contribution for which the Subcontractor is required to assume responsibility
Subcontractor's Model	A digital representation of the Subcontractor's Design Contribution for the Subcontract Works
Subcontractor's Notice of Payment Due	A notice issued under Clause 66
Subcontractor's Plant	Plant, equipment, tools and transport to be supplied and used by the Subcontractor to operate and construct the Subcontract Works, but which are not required to be, and/or are not, incorporated into the Subcontract Works
Subcontractor's Pricing Document	The Subcontractor's Pricing Document listed as a Subcontract Document in the Subcontract Agreement

Subcontractor's Scheduling Contribution	The sequence of Activities, Milestones and Levels of Effort necessary for the performance of the Subcontract Works and its integration with the Scheduling Contribution of others identified in the Subcontract, the Construction Contract and/or any Connected Contract, prepared in accordance with Appendix 4 together with a description of the calculations and assumptions used in its preparation
Subcontractor's Scheduling Contribution Data	A description of the proposed content of the Subcontractor's Scheduling Contribution reasonably acceptable to the Contractor for the preparation by the Contractor of the Subcontractor's Scheduling Contribution
Subcontractor's Site Agent	The person nominated by the Subcontractor in accordance with Clause 6.2 to manage the Subcontract Works on Site
Subcontractor's Time Contingency	One or more time periods identified in the Subcontractor's Scheduling Contribution, to be absorbed in whole or in part, increased, reduced or amalgamated with other Subcontractor's Time Contingencies, or omitted, in order to manage the Subcontractor's risks
Subcontractor's Time Risk Event	An occurrence at the time risk of the Subcontractor which is caused or contributed to by the Subcontractor or anyone for whom the Subcontractor is responsible
Substantial Completion	The state where, in the Contract Administrator's opinion, all the work required under the Construction Contract in respect of the Works or a Section has been performed and operation and maintenance manuals required by the Construction 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
Sub-subcontractor	Any Sub-subcontractor employed by the Subcontractor under Clause 30.2
Temporary Buildings	Any structure erected by or on behalf of the Subcontractor for use solely in connection with the Subcontract 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 Subcontract Special Conditions as designed and carried out by the Contractor under the Construction Contract, but which is not incorporated into the Works

Time Manager

The person identified as such in the Subcontract Agreement or, on ceasing to be the Time Manager, such other person as the Contractor shall confirm to the Subcontractor

Total Float

The period, calculated by the last accepted Subcontractor's Scheduling Contribution, 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 Subcontractor could not reasonably be expected to have foreseen

Variation

- The alteration or modification of
 - the design, quality, or quantity of the Subcontract Works including
 - the addition, omission, or substitution of any work
 - the alteration of the kind, or standard, of any work,

and /or

- the Scheduling Contribution,

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 Subcontract for publication, content and character of the Scheduling Contribution, Progress Records and Subcontractor's Design Contribution

and/or

- the location, type or quantity of testing, Handover testing or Completion Testing in addition to those identified in the Subcontract

and/or

- The removal of any work executed, or materials or goods brought to the Site by the Subcontractor for the purposes of the Subcontract Works other than materials and/or goods which are not in accordance with the Subcontract

and/or

- The imposition by the Contractor of any obligations or restrictions in regard to the carrying out of the Subcontract, or the addition to, alteration or omission of any such obligations or restrictions so imposed or imposed by the Contractor in the Subcontract Documents, in regard to
 - access to the Site, or any part or Section
 - the use of any part of the Site
 - limitations of working hours
 - limitation of working space
 - approval or acceptance, or conditional approval or conditional acceptance, of a submission
 - the execution of the Subcontract Works or any Subcontract Section or part, in any specific sequence, order or time
 - compliance with the Construction Contract and/or a Connected Contract, a copy of which has not been provided to the Subcontractor

- The specification of a particular Sub-subcontractor to provide any work which is priced in the Subcontractor's Pricing Document for execution by the Subcontractor

and/or

- The taking out of insurances, pursuant to Clause 10.3, which the Contractor has failed to take out and/or to 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 as required by the Subcontract Specification, or if none specified, then in accordance with the approved Code of Practice (Series No. L144) "Managing health and safety in construction", published by the UK Government's Health and Safety Commission pursuant to the Construction (Design and Management) Regulations, 2007

Working Hours

Any hours other than those indicated in the Subcontract Special Conditions and/or the Subcontractor's Pricing Document as being hours during which no work is to be carried out

Working Schedule

The document identified as such and listed as a Subcontract Document in the Subcontract Agreement and any update and/or revision of it

Works

The work to be carried out by the Contractor under the Construction Contract

Appendix 2 – Subcontract Data

Listed Persons

Discipline	Company	Name	Email	Time zone	Telephone
Architecture					
Civil Engineering					
Commissioning Engineering					
Cost Management					
Drainage Engineering					
Electrical Engineering					
Mechanical Engineering					
Structural Engineering					
Quality Control					
Project Management					
Time Management					
Design Coordination					
Document Management					
Data Security					

Method of Measurement is

- (Appendix 1)
 (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 1)
 (if none is stated, it shall be deemed to be the Subcontractor’s ultimate parent company)

Monetary currency is

- (Clause 2.3)
 (if none is stated, it shall be the pound sterling)

² There are different standard forms of measurement appropriate for works not comprising building works.

Base Date is

- (Clause 2.4)
(if none is stated, it shall be 20 Business Days before the earlier of the Start Date and Access Date)

Access Date is

- (Clause 5.1)

- Option 1. The Subcontract Date
- Option 2.
- Option 3. The Date identified in the Working Schedule listed as a Subcontract Document as that on which the Subcontractor is to be granted Access

(delete the Options which are inapplicable. If Option 2 is selected, insert the Business Day on which the Subcontract Works are to start. If two of the three Options are not deleted, or if no date is indicated against Option 2, Option 3 shall apply)

Start Date is

- (Clause 5.2)

- Option 1. The Subcontract Date
- Option 2.
- Option 3. The Date identified in the Working Schedule listed as a Subcontract Document as that on which the Subcontract Works are to start

(delete the Options which are inapplicable. If Option 2 is selected, insert the Business Day on which the Subcontract Works are to start. If two of the three Options are not deleted, or if no date is indicated against Option 2, Option 3 shall apply)

Handover Date is

- (Clause 5.3)

- Option 1.
- Option 2. The Date identified in the Working Schedule listed as a Subcontract Document as that on which the last Activity in the Subcontract Works is planned to be completed

(delete the Option which is inapplicable. If Option 1 is selected, insert the Business Day on which the Subcontract Works are planned to be completed. If an Option is not deleted, or if no date is indicated against Option 1, Option 2 shall apply)

Sectional Access Dates and Sectional Handover Dates are*

- (Clauses 5.4.2, 5.4.3 and 5.4.4)

Option 1.

Section	Sectional Access date	Sectional Handover Date

Option 2. The Sectional Access Dates and Sectional Handover Dates identified in the Working Schedule listed as a Subcontract Document

(If Option 1 is not completed, Option 2 shall apply)

Key Dates are*

- (Clause 5.5)

Option 1.

Key Date Description	Activity ID	Key Date

* Delete whichever option does not apply

Option 2. The Key Dates identified in the Working Schedule listed as a Subcontract Document
(If Option 1 is not completed, Option 2 shall apply.

Email subject code data is

- (clause 7.2)
(If none is stated, no subject code data is required)

Holding Company Guarantee

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

Performance Bond

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

Advance Payment Bond

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

The status of the Reference Design is that it is

- (Clause 11.2)

Option 1. provided for information purposes only and may not be relied upon by the Subcontractor for any purpose

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

....., or

Option 3. defined in the Subcontract Special Conditions

(delete the Options which 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)

* Delete whichever option does not apply

The Building Information Modelling Protocol shall be

- (Clause 17.1.1)

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

Interval for Site Meetings shall be

- (Clause 31.1) Business Days after the Data Date of the Working Schedule listed as a Subcontract Document (if none is stated, such interval shall be 15 Business Days) and at intervals of Business Days thereafter (if none is stated, such interval shall be 20 Business Days)

Subcontractor’s Scheduling Contribution

- (Clause 38.1) the Subcontractor shall

Option 1. confer with the Contractor and provide the Contractor with the Subcontractor’s Scheduling Contribution Data, or

Option 2. transmit the Subcontractor’s Scheduling Contribution as a Fragnet

(delete the Option which is inapplicable. If Option 2 is not deleted, Option 1 shall apply)

Status interval for Progress Records is

- (Clause 40.2) Business Days after the earlier of the Start Date or Access Date (if none is stated, it shall be 10 Business Days from the earlier of the Start Date and Access Date) and at intervals of Business Days thereafter (if none is stated, such interval shall be 20 Business Days)

Status interval for Draft Revised Scheduling Contribution is

- (Clause 42.1) Business Days after the earlier of the Start Date or Access Date (if none is stated, it shall be 25 Business Days from earlier of the the Start Date and Access Date) and at intervals of Business Days thereafter (if none is stated, such interval shall be 20 Business Days)

Limit on the period of delay to Handover is

- (Clause 57.4) weeks

Limit of Liability is

- (Clause 58.1)
(If none is stated it shall be the total amount due to be paid for the Subcontract Works identified in, or calculated in accordance with, the Subcontractor’s Pricing Document, whichever is the greater)

Retention fund for repair of defects is

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

Retention Bond

- (Clause 59.4) shall/shall not apply*
(if not stated, it shall be deemed not to apply)

Interval of statement of Current Subcontract Value is

- (Clause 62.1) Business Days after acceptance of the Progress Records under Clause 40.2 (if no interval is stated, then it shall be within 15 Business Days of acceptance or deemed acceptance of the Progress Records)

Final date for payment is

- (Clause 67.3.1) Business Days after receipt of a Notice of Payment Due under Clause 65 or Clause 66 (if no interval is stated, then within 20 Business Days of the date of the Notice)

Interest Rate is

- (Clause 68.1) per month/year,*
simple/compound* (if none is stated, then the rate shall be 5% per year, simple, above the Official Dealing Rate)

* Delete whichever option does not apply

Official Dealing Rate

- (Clause 68.1) That set by

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

Principal Expert is

- (Clause 74.4)

(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 2)

Experts are

- (Clause 74.5)

Discipline	Name	Email	Time zone	Telephone
Architecture				
Civil Engineering				
Cost Engineering				
Commissioning Engineering				
Drainage Engineering				
Electrical Engineering				
Mechanical Engineering				
Structural Engineering				
Interior Design				
Law				
Landscaping				
Project Management				
Time Management				

* Delete whichever option does not apply

Appointing Body is

- (Clauses 74.4, 75.8 and 75.12)

Discipline	Appointing body	Appointing body if none is stated
Principal Expert (Clause 74.4)		Academy of Experts, 3 Gray's Inn Square, London WC1R 5AH, United Kingdom (www.academyofexperts.org)
Adjudicator (Clause 75.8)		Chartered Institute of Building, 1 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, United Kingdom (www.ciob.org)
Arbitrator (Clause 75.12)		Chartered Institute of Building, 1 Arlington Square, Downshire Way, Bracknell, Berkshire, RG12 1WA, United Kingdom (www.ciob.org)

Adjudication

- (Clause 75.7) shall/shall not apply* (if not stated, it shall be deemed to apply)

Rules of Adjudication are

- (Clause 75.7)
(if none is stated, and Applicable Law does not provide any default adjudication rules, the adjudication rules shall be the Scheme for Construction Contracts, modified as necessary to meet any requirements of adjudication under Applicable Law not provided for)

Adjudicator is

- (Clause 75.8)
.....
(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 Adjudicator identified in Appendix 2)

The final dispute resolution mechanism shall be those of

- (Clause 75.11)

.....

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

Rules of Arbitration are

- (Clause 75.11)

(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 (www.lcia.org))

Arbitrator is

- (Clause 75.12)

(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 2)

* Delete whichever option does not apply

Appendix 3– Building Information Modelling

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

- A 3.1. 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

- A 3.2. 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

A3	Design Level of Development ³	Design Stage	Geometry	Content	Analysis
	100	Preparation	Conceptual	Overall massing indicative of area, height, volume, location and orientation	Conformity with general performance data
	200	Design	Approximate	Generalised systems and assemblies that indicate approximate quantities, size, shape, location and orientation, including product information where available	Conformity of systems and Design Elements with general performance criteria, including energy usage
	300	Pre-construction	Precise	Design Elements and assemblies accurate in size, shape, location, orientation and quantity, including product information where available	Conformity of systems and Design Elements with specific element-related performance criteria, including energy usage and sustainability
	400	Fabrication	Detailed	Design Elements and assemblies accurate in size, shape, location, orientation and quantity, with complete fabrication, detail and product information	Conformity of systems and Design Elements with specific element-related performance criteria, including fire control, health and safety, energy usage and sustainability
	500	Construction	Recorded	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	Changes and design development during construction
	600	Use	Recorded	As constructed Design element assemblies accurate in size, shape, location, orientation and quantity	Using, maintaining, altering and adding to the project in conformity with licensing agreement, if any

³ The Design Level of Development codes must be referable to the Building Information Modelling Protocol identified in Appendix 2.

Cost Control	Time Control	Licensing and Approvals	Construction	Other Uses
Estimating based upon cost per square metre, per cubic metre, or other conceptual standard such as per hospital bed, per hotel key, etc.	Low Density project phasing and overall predicted duration.	May be used to generate drawings sufficient in detail for permission for development in outline and similar licensing		
Estimating based upon approximate data for area, volume and quantity of Element of Design	Low Density timing of major Design Elements, zones of operation, project phasing and overall predicted duration.	May be used to generate drawings sufficient in detail for development control and similar licensing		
Estimating based upon approximate data for area, volume and quantity of Element of Design	Low Density timing of Design Elements, zones of operation, project phasing and overall predicted duration.	May be used to generate drawings sufficient in detail for building control and similar licensing	May be used to generate traditional construction drawings, specifications and schedules	
Estimating based upon standard rates for measured data for items, linear measure, area, volume and quantity of Design Elements	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	Tender and bidding	The information comprises a virtual model of the Design Elements and is suitable for construction purposes	
Predicted Subcontract Cost in accordance with Clause 61. Current Subcontract Value in accordance with Clause 62, and Final Subcontract Value in accordance with Clause 64	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.	Occupational permits, fire authority and Health and Safety Executive permissions	The information comprises a virtual as-built model of the Design Element and is relied upon for retrospective analysis	Actual record of resources used and productivity achieved, for benchmarking and feedback
		Occupational permits, fire authority and Health and Safety Executive permissions	The information comprises a virtual as-built model of the Design Elements and is relied upon for cooperation and maintenance	Can be relied upon for all purposes in connection with facilities management and the future use and maintenance of the project

Appendix 4 – Subcontractor’s Scheduling Contribution

Software

A 4.1. The Subcontractor’s Scheduling Contribution and any Fragnet required for it, or in connection with it, shall be prepared and maintained using

software

version⁵

Standards

A 4.2. The Subcontractor’s Scheduling Contribution shall be prepared in accordance with the Subcontract and the recommendations of the CIOB Guide.

Production and administration content

A 4.3. The Subcontractor’s Scheduling Contribution shall be supported by a 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 Subcontract Works
- b. all allowances for Provisional Sums and/or Employer’s Time and/or Cost Contingencies identified in the Subcontract Specification
- c. Activities representing any work to be carried out by
 - i. the Employer, details of which are contained in the Subcontract Specification
 - ii. those engaged by the Employer, details of which are contained in the Subcontract Specification
 - iii. the Contractor and/or its subcontractors and/or those others engaged by the Contractor, details of which are contained in the Subcontract Specification
 - iv. utility companies

⁵ The software and version must be identical to that used for the Working Schedule under the Construction Contract.

- v. Statutory Undertakers and/or Statutory Authorities
- d. all allowances for Time and/or Cost Contingencies identified in the Subcontractor's Pricing Document
- e. the identity of
 - i. any Sub-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 Subcontract Works and work to be carried out by others, including that of other subcontractors and/or the Contractor
- j. any date by which the Contractor warrants that it will provide
 - i. acceptance or approval of a Design Stage or Design Level of Development of the Subcontractor's Design Contribution, sample of work, work or materials, goods, or Permanent Plant
 - ii. the supply by the Contractor 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 Contractor, its other subcontractors or any others engaged or employed by it
- k. the Logical Date by which the Contractor is to provide
 - i. acceptance or approval of a Design Stage or Design Level of Development of the Subcontractor's Design Contribution, sample of work, work or materials, goods, or Permanent Plant
 - ii. the supply by the Contractor of Drawings, instructions, or other information
 - iii. the supply of anything the Contractor is to provide, or

- iv. work to be carried out by the Contractor, its Subcontractors or any others engaged by it
- l. any date by which the Employer warrants that it will provide
 - i. the supply of anything the Employer is to provide, or
 - ii. work to be carried out by the Employer or those engaged or employed by it
- m. the logical date by which the Employer is to provide
 - i. the supply of anything the Employer is to provide, or
 - ii. work to be carried out by the Employer or those engaged by it
- n. the duration and sequence of any Events identified in Appendix 6
- o. the duration and sequence of any Subcontractor's risk events
- p. testing, Handover Testing and Completion Testing
- q. Key Dates for anything to be provided by the Employer or the Listed Persons
- r. Key Dates for anything to be provided by the Contractor and any Subcontractor, supplier, Statutory Undertaking, Statutory Authority, utility provider, or Employer's contractor
- s. the Key Dates for anything to be provided by the Subcontractor and any supplier or Sub-subcontractor
- t. the following Subcontract Milestones
 - i. Start Date
 - ii. Access Date
 - iii. Handover Date
 - iv. Sectional Handover Date
 - v. Substantial Completion Date
 - vi. Dates for Sectional Access
 - vii. Date for Handover

- viii. Dates for Sectional Handover
- ix. Dates for Sectional Completion
- x. the start and finish of the work of all Sub-subcontractors and suppliers
- xi. the start and finish of testing Handover Testing and Completion Testing
- xii. the specified Key Dates.

Design Contribution

A 4.4. Where the Subcontractor is required by the Subcontract Specification to produce a Subcontractor's Design Contribution, unless specified otherwise in the Subcontract Specification, the Subcontractor's Scheduling Contribution 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 re-consideration 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 Subcontractor'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 100
- vi. Design Level of Development 200
- vii. Design Level of Development 300

viii. Design Level of Development 400

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 submission

f. submission

g. consideration, and

h. approval.

Design Element

A 4.5. The Activities shall be coded according to the Design Element to which each activity relates, by reference to Table 2 of Appendix 3.

Conformity with Building Information Modelling

A 4.6. In so far as it relates to the same Design Element, where the design is produced by a Model from which the Subcontractor’s Scheduling Contribution is not extracted, the coding structure for the Subcontractor’s Scheduling Contribution is to be identical to that in the Model.

Density

A 4.7. 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),

and

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).

A 4.8. For the High Density part of the Subcontractor’s Scheduling Contribution, the duration of planned Activities shall be calculated by reference to the resources planned to be employed and the productivity anticipated by those resources, and the Subcontractor’s Scheduling Contribution shall include an explanation including the source of data used and method of each such calculation.

Work Breakdown Structure

- A 4.9. The Activities shall be coded according to a Work Breakdown Structure as follows
- a. Level 1: the whole of the Works
 - b. Level 2: Sections
 - c. Level 3: subsection
 - d. Level 4: level
 - e. Level 5: zone
 - f. Level 6: Design Element, and
 - g. Level 7: Subcontractor, Sub-subcontractor or supplier.

Sections, subsections, levels and zones

A 4.10. The Sections, subsections, levels and zones of the project are illustrated and described on

.....

.....

.....

.....

Project-specific data fields

A 4.11. 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 supporting information to the Subcontractor’s Scheduling Contribution.

Standard data fields ⁶

A 4.12. Every Activity, Milestone and Level of Effort item 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 alphanumeric 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

⁶ The standard data fields must be identical to those used for the Working Schedule under the Construction Contract.

- Z: General (non-disciplinary)
- J:
- N:
- R:
- U:
- V:

b. "Milestones" coded "MS". Allow for 999 separate alphanumeric 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 alphanumeric values

d. "Subsection" coded "SS". Allow for 999 separate alphanumeric values

e. "Level" coded "LV". Allow for 999 separate alphanumeric values

f. "Zone" coded "ZO". Allow for 999 separate alphanumeric values

g. "Design Element" coded "DE". Allow for alphanumeric values in accordance with Schedule 3, Table 2, and any additional or substituted table

h. "Cost Account" coded "CA". Allow for 999 separate alphanumeric identities for each of the following field values to which they relate

ES: Estimate

EX: Expenses

EG: Goods

LB: Labour

EQ: Equipment

OH: Overheads and Profit

PR: Preliminaries

SR: Sub-subcontractor

TX: Licences, permits, duties and taxes

i. "Event" coded "EV". Allow for 999 separate alphanumeric 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

j. "Subcontractor risks" coded "CR". Allow for 999 separate alphanumeric identities for each of the following field values to which they relate

SCC: Subcontractor's Cost Contingency

SCR: Subcontractor's Cost Risk Event

SCT: Subcontractor's Time Risk Event

SCC: Subcontractor's Time Contingency

SCE: Subcontractor's Time and Cost Risk Event.

Submissions Archive

- A 4.13. Unless the data is automatically maintained in a Common Data Environment, the Contractor shall archive each submission of the Subcontractor's Scheduling Contribution with a unique file name, including its Data Date, and shall make and maintain a database 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 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 submittal in bytes
 - i. The number of Activities in the submission
 - j. Whether accepted, rejected, or conditionally accepted
 - k. The date of either party's decision on the submission
 - l. The date on which the conditions were complied with
 - m. The file name of the decision, and
 - n. The location of the archive of the decision.

Appendix 5 – Progress Records

Record categories

- A 5.1. Progress Records are the historical data of the resources actually used and the timing and progress of the design, procurement and construction of the Subcontract Works and shall include records of
 - a. Work done
 - b. Resources used
 - c. Quality control
 - d. Information flow
 - e.
 - f.
 - g.

Software

- A 5.2. Progress records shall be maintained using
 - software
 - version⁷

Cross reference to Subcontractor’s Scheduling Contribution

- A 5.3. Progress Records are to be fully cross-referenced to the Subcontractor’s Scheduling Contribution. 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 start number and contract week number

⁷ The software and version must be identical to that used for the Progress Records under the Construction Contract.

- e. The Subcontractor's Scheduling Contribution Activity ID, and
- f. The Subcontractor's Scheduling Contribution Activity description.

Submissions

- A 5.4. The Subcontractor shall submit to the Contractor sufficient information as is reasonably necessary to enable the Contractor to check and evaluate the Progress Records.

Design Progress Records

- A 5.5. Where the Subcontractor is required by the Subcontract Specification to produce a Subcontractor's Design Contribution, unless specified otherwise in the Subcontract Specification, for each Business Day from the Start Date until the Handover Date the Subcontractor is to record the production data in the following data fields
- a. In relation to a planned Activity on the Subcontractor's Scheduling Contribution
 - i. The design speciality
 - ii. The name of the Design Contributor
 - iii. The Activity description
 - iv. The Design Element
 - 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 Subcontractor's Scheduling Contribution
 - i. The design speciality
 - ii. The name of the Design Contributor
 - iii. The Design Element
 - iv. The Activity description
 - v. The Activity ID and designated coding
 - vi. The identity of any Event 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 Activity started
 - x. The date the Activity finished
 - xi. The name and status of each employee allocated to an Activity in progress, and the hours worked by each
 - xii. The quantity of work completed
 - xiii. The value of work completed
 - xiv. If started but without progress during the reporting period, the reason for the absence of progress
 - xv.
 - xvi.
 - xvii.

Production Progress Records

- A 5.6. For each Business Day from the Start Date until the Handover Date or satisfactory Completion Testing, whichever is later, the Subcontractor is to record the production data in the following data fields
- a. In relation to each planned production Activity identified on the Subcontractor's Scheduling Contribution
 - 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 the Subcontractor or Sub-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 Subcontractor'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 Subcontractor's Scheduling Contribution
 - i. The Activity description

- ii. The Activity ID reference and coding
- iii. The identity of any Event identified in Appendix 6 which is the direct cause of the unplanned Activity
- iv. The reason for executing the Activity
- v. If a design Activity, the Design stage or Design Level of Development
- vi. The date the new Activity started
- vii. The date the new Activity finished
- viii. The quantity of work completed
- ix. The value of work completed
- x. If started but without progress during the reporting period, the reason for the absence of progress
- xi. The identity of the Subcontractor or the Sub-subcontractor carrying out the Activity
- xii. The identity of any supplier carrying out the Activity
- xiii. The name and status of each item of labour allocated to an Activity in progress, and the hours worked by each
- xiv. The name of each item of Subcontractor's Plant allocated to an Activity in progress and the hours worked by each item
- xv. Any materials delivered for use in connection with the Activity
- xvi.
- xvii.
- xviii.

Information Flow

A 5.7 Each database record shall contain the following data fields

- 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. Activity ID and description of the Activity directly dependent upon the data requested
 - ix.
 - x.
 - xi.

- 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
 - 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. Activity ID and description of the Activity directly dependent upon the data supplied
- x.
- xi.
- xii.

Quality Control

A 5.8 In relation to quality control, each record shall contain the following data fields

- a. Activity description
- b. Activity ID
- c. 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
- d. Job safety evaluations
- e. Weather conditions at 0800hrs, 1200hrs, 1600hrs and, if night-time working, midnight and 0400hrs
- f. Photographic records taken
- g. Any visitors to the Subcontract Works
- h.
- i.
- j.

Events

A 5.9 In relation to unplanned occurrences:

- a. Event Activity description
- b. Event Activity ID

- c. Description of the occurrence
- d. Any standing time or unproductive resources, and the reason for such loss of productivity
- e. The identity of any Event identified in Appendix 6, which is the cause of the lost productivity or standing time
- f.
- g.
- h.

Submissions archive

A 5.10. Unless the data is automatically maintained in a Common Data Environment, the Contractor 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 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 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 6 – Events

Event No	Event Description	Employer's Time Risk Event	Employer's Cost Risk Event
A 6.1	A Variation instruction	Yes	Yes
A 6.2	An instruction for the expenditure of a Prime Cost or Provisional Sum, other than one for which the Subcontract Documents require work to be designed or goods or materials to be provided by, or under the direction of, the Subcontractor	Yes	Yes
A 6.3	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	Yes	Yes
A 6.4	An instruction to remedy any factual error in information contained in the Subcontract Documents other than those to which Clause 3.7.1, Clause 3.7.2 or Clause 3.8 refers	Yes	Yes
A 6.5	The occurrence of an insured risk and/or an instruction to repair or replace the loss of, or damage to, the Subcontract Works caused by an insured risk	Yes	Yes
A 6.6	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 Contractor or Employer and upon which the Subcontractor is permitted to rely	Yes	Yes
A 6.7	The execution of a measured quantity of work that differs by more than 10 per cent from any approximate quantities stated in the Subcontract Bills of Quantities prepared by, or under the direction of, the Contractor or Employer and upon which the Subcontractor is permitted to rely	Yes	Yes
A 6.8	An instruction to correct any error, omission, inconsistency or ambiguity in a Model provided by the Employer or Contractor and not caused by the Subcontractor's Design Contribution	Yes	Yes

Event No	Event Description	Employer's Time Risk Event	Employer's Cost Risk Event
A 6.9	An instruction to correct any error, omission, inconsistency or ambiguity in a Model, Subcontractor's Scheduling Contribution or Progress Records caused by a defect in software and/or hardware specified by the Employer or Contractor	Yes	Yes
A 6.10	An instruction issued under Clause 26.4 to defer tests or Handover Testing	Yes	Yes
A 6.11	A failure to make available to the Subcontractor the necessary parts of the Site or Works on or before the Access Date, Sectional Access Dates, if any, stated in Appendix 2, or the latest Logical Start Date or Logical Dates for Access or Sectional Access identified in the Subcontractor's Scheduling Contribution as accepted from time to time, whichever is the later	Yes	Yes
A 6.12	A failure by the Contractor to provide a response to a request to which Clause 12.1 applies within the time permitted by Clause 12.4.	Yes	Yes
A 6.13	An error in any investigation report, data, maps, Drawings, historical records or other information provided by the Contractor upon which the Subcontractor is permitted to rely	Yes	Yes
A 6.14	The suspension of the performance of the Subcontractor's obligations pursuant to Clause 4.9 or Clause 67.4, or the suspension of the Subcontractor's obligations, or any part thereof, as a result of instructions issued under Clause 32.2.1	Yes	Yes
A 6.15	An impediment, prevention or default, whether by act or omission, of the Contract Administrator, Employer or Listed Persons, or any person or other contractor appointed by the Employer or under the control of the Employer	Yes	Yes
A 6.16	An impediment, prevention or default, whether by act or omission, of the Contractor, or any person or other contractor or subcontractor appointed by the Contractor or under the control of the Contractor	Yes	Yes

Event No	Event Description	Employer's Time Risk Event	Employer's Cost Risk Event
A 6.17	The failure of a Statutory Undertaker or Statutory Authority to carry out work required by the relevant region or state, when the Subcontractor has complied with the procedures required by the Statutory Undertaker or Statutory Authority and the procedures stipulated in the Subcontract Documents	Yes/No*	Yes/No*
A 6.18	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	Yes/No*	Yes/No*
A 6.19	Suspension of the Subcontract Works or any part thereof as a result of a strike or lockout affecting the suspended part of the Subcontract Works	Yes/No*	Yes/No*
A 6.20	Suspension of the Subcontract 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 Subcontract Works	Yes/No*	Yes/No*
A 6.21	Suspension of the Subcontract Works or any part thereof as a result of the discovery of Unforeseeable Conditions	Yes/No*	Yes/No*
A 6.22	Suspension of the Subcontract Works or any part thereof as a result of the discovery, protection and/or disposal of a Finding, other than those described in the Subcontract Specification	Yes/No*	Yes/No*
A 6.23	Suspension of the Subcontract Works or any part thereof as a result of the occurrence of climatic conditions more adverse than the Predicted Climatic Conditions	Yes/No*	Yes/No*
A 6.24	Suspension of the Subcontract Works or any part thereof as a result of any other occurrence outside the control of both the Employer and the Subcontractor	Yes/No*	Yes/No*

*Describe whichever is inapplicable (if not stated, shall be deemed to be at the Contractor's risk).

Event No	Event Description	Employer's Time Risk Event	Employer's Cost Risk Event
A 6.25		Yes/No*	Yes/No*
A 6.26		Yes/No*	Yes/No*
A 6.27		Yes/No*	Yes/No*
A 6.28		Yes/No*	Yes/No*
A 6.29		Yes/No*	Yes/No*
A 6.30		Yes/No*	Yes/No*
A 6.31		Yes/No*	Yes/No*
A 6.32		Yes/No*	Yes/No*
A 6.33		Yes/No*	Yes/No*
A 6.34		Yes/No*	Yes/No*
A 6.35		Yes/No*	Yes/No*

*Describe the risk and delete whichever is inapplicable (if not described and stated, shall be deemed not to apply)

Appendix 7– Issue Resolution

Purpose

A 7.1. The purpose of Issue Resolution is to assist the parties in the management of their risks in executing the Subcontract 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

A 7.2. For each Issue, the Principal Expert must give its Determination on the following questions (to the extent that they are applicable to the Issue)

1. Whether the Subcontractor's submission properly conforms to the Subcontract and if not, with which term or terms of the Subcontract is it not in conformance?
2. Whether the rejection of the submission, valuation, or measurement, if any, was proper in the circumstances?
3. Whether the conditions applied to acceptance, if any, would properly have rendered the submission, valuation, or measurement not in conformance with the Subcontract?
4. Whether the conditions applied to acceptance, if any, amount to a Variation of the Subcontract?
5. Whether and, if so, what other conditions should reasonably be applied to acceptance?
6. Any other questions identified or required by the parties, having regard to the nature of the Issue.

Submissions

A 7.3. The procedure for submissions to the Principal Expert is as follows

1. The referring party must make a submission in respect of the Issue, with its notice under Clause 74.1
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 Subcontract 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. 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 the 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, the progress of the Subcontract Works and the progress of the Works.

Consultation with other experts

- A 7.4. 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

- A 7.5. 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

- A 7.6. The Principal Expert may request a conference with the parties to the Subcontract and any other of the Listed Persons or any 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

- A 7.7. The Principal Expert shall act as an expert and not as an arbitrator or adjudicator.



1 Arlington Square
Downshire Way
Bracknell
Berkshire
RG12 1WA
United Kingdom

T: + 44 (0) 1344 630 700
F: + 44 (0) 1344 306 430
W: www.ciob.org