

# CIOB

## TIME AND COST MANAGEMENT CONTRACT CONSULTANCY APPOINTMENT

09

**CONTRACT ADMINISTRATOR**  
SCHEDULES 8 + 9

2015 EDITION



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### **09** **CONTRACT ADMINISTRATOR** **SCHEDULES 8 + 9**

2015 EDITION



## SCHEDULES 8 AND 9

These Schedules 8 and 9 are suitable for use only in connection with the appointment of the Contract Administrator under the Consultancy Appointment for use with the Time and Cost Management Contract.

They are to be completed, as appropriate, and either attached to the signed Consultancy Appointment, or referred to within it and initialed. If a Model Schedule is used in a modified form, the amendments to it should also be initialed by the parties.

## AVAILABILITY

Model Schedules 8 and 9 are also available for use with the appointment of the Time Manager

## DISCLAIMER

Model Schedules 8 and 9 have been produced for use where the Contract Administrator is appointed under the Consultancy Appointment for use with the Time and Cost Management Contract. The parties will need to rely upon their own skill and judgement (and that of their advisers) in making use of these model schedules or any other standard form comprised in, or for use in connection with, the appointment of the Contract Administrator. 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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# Schedule 8 – Services

## S 8.0. INTRODUCTION

1. Where these Schedules require anything to be done, they require action by the Consultant whose name appears in the signed Appointment Agreement

## S 8.1. GENERAL SERVICES

1. Whenever necessary for the competent discharge of the Services, consult with the Employer and any parties appointed, or to be appointed, as Listed Persons
2. Uphold the fundamental collaborative and transparent character of the Construction Contract and, in particular, co-operate in a spirit of mutual trust and fairness and, exercise discretion fairly and independently
3. Advise on, and contribute to, completion of the Schedules to the Appointment of the Listed Persons and the Appendices to the Construction Contract
4. Administer the Construction Contract
5. Advise the Employer of any breach, or possible breach, of
  - a) Applicable Law of the Construction Contract any Subcontract, or any Consultant’s Appointment
  - b) health and safety requirements, and/or
  - c) anti-corruption law
6. Prepare reports on, and advise generally on, the administration of the construction of the Project
7. Maintain a database of time records in connection with the Appointment, and submit this for acceptance at the periods required by the Appointment
8. ....  
.....  
.....

### S 8.2. PRE-CONSTRUCTION STAGE SERVICES

1. In conjunction with the Employer and Listed Persons, produce, advise on and contribute to the strategy for the administration of the Project, including but not limited to
  - a) project planning
  - b) risk management
  - c) record keeping
  - d) quality control
  - e) communications
  
2. Advise on, and contribute to, the Risk Register, including but not limited to
  - a) an appraisal of, and advice on, the risks which are likely to disrupt and delay the progress of the Works
  - b) a practically achievable strategy for dealing with Events during the procurement, construction, commissioning and occupation processes
  - c) the calculation of time contingencies for the Employer’s and Listed Persons’ risks
  - d) a construction sequence that, to the greatest extent economically viable, permits the parts of the Works which are likely to be disrupted and delayed by foreseeable events to be separated into parallel rather than sequential paths
  
3. Advise on, and contribute to
  - a) the Development Schedule for use with the Tender Documents
  - b) the requirements of any Common Data Environment or File Transfer Protocol
  - c) the Appendices under the Consultants’ Appointment and the Construction Contract
  - d) the competence and reliability of the Contractor’s tender or bid
  
4. ....  
.....  
.....

### S 8.3. CONSTRUCTION STAGE SERVICES

1. Carry out all Services envisaged by the Construction Contract
  
2. Give notice to the appropriate party, including copies to others as required, in regard to

- a) default by the Contractor in
    - i. performance of the Contractor's personnel
    - ii. compliance with an instruction
    - iii. publication
  - b) performance giving rise to termination for Contractor's default
  - c) the Contract Administrator's intention
    - i. to issue the Certificate of Substantial Completion
    - ii. not to attend an inspection or test
  - d) the need for an accident report
  - e) the occurrence of an Event
  - f) any Payment Due to and from the Contractor
3. Certify to the appropriate party, including copies to others as required, in regard to
- a) failure to complete
  - b) making good of defects
  - c) Partial Possession
  - d) Substantial Completion
  - e) tests and Completion Testing
4. Award extensions of time to the appropriate party, including copies to others as required
5. Respond to requests for information
6. Issue further information to the Contractor and Listed Persons including issuing copies to others as required
7. Receive and consider submissions, and issue responses to approve, accept, conditionally approve, or reject the submission, including issuing copies to others as required, in regard to
- a) appointment and replacement of Authorised Representatives
  - b) appointment and replacement of Subcontractors
  - c) Contractor's Plant
  - d) Contractor's statement of working methods
  - e) work, materials, goods and/or Permanent Plant
    - i. described as to be to the Contract Administrator's satisfaction
    - ii. inspection, prior to being covered up or packaged for transportation
    - iii. samples
    - iv. test reports and certificates
8. Prepare and issue, including issuing copies to others as required

- a) all instructions required by the Construction Contract, including (as appropriate) instructions to
- i. accelerate progress
  - ii. attend Progress Meetings
  - iii. commence early any Design Stage, or Design Level of Development
  - iv. consult with Time Manager and Cost Manager to draft, distribute and publish proposals for acceleration or recovery
  - v. correct any actual or potential impossibility, clash, conflict, discrepancy, omission, error, inconsistency and/or ambiguity in, and/or between, the Contract Documents and/or between the Contract Documents and Local Law
  - vi. exclude and/or replace the Contractor's personnel
  - vii. execute a Variation
  - viii. expend
    - Prime Cost Sums
    - Provisional Sums
    - Employer's Cost Contingencies, or
    - Employer's Time Contingencies
  - ix. investigate
    - excavate, recover and dispose of Findings
    - test and confirm or otherwise Unforeseeable Conditions
  - x. make good defects
  - xi. maintain the Contractor's Federated Model or other Model
  - xii. mitigate risks
  - xiii. provide further information required regarding loss and/or expense claimed to have been suffered
  - xiv. publish the Contractor's Design Contribution at any time
  - xv. reallocate Employer's Time Contingencies as appropriate
  - xvi. revise and publish the Working Schedule and Planning Method Statement to take account of compliance with instructions to
    - accelerate progress
    - omit work
    - omit or reduce obligations
    - omit in whole or in part an Employer's Time Contingency, and/or
    - recover culpable delay
  - xvii. remedy
    - a default in publication of submissions
    - defective work, goods, materials and/or Permanent Plant
    - damaged insured work
  - xviii. remove defective work from the Site
  - xix. search for defects in other work
  - xx. suspend all or any of the Contractor's obligations



- for convenience
- for default in
  - providing financing information,
  - complying with requirements regarding
    - Contractor's working methods,
    - working hours and/or Business Days,
    - an accident notice
    - Working Schedule and Planning Method Statement
  - publishing a compliant Working Schedule and Planning Method Statement, Design Contribution and/or Progress Records
- xxi. uncover work or Permanent Plant wrongfully covered up
- xxii. use
  - insurance monies for repair or replacement of damaged work
  - particular records or schedules to calculate the Contractor's entitlement to additional time and/or money
- xxiii. witness and/or defer testing and/or Completion Testing
- xxiv. work outside normal Working Hours or Business Days
- xxv. correct instructions requiring anything impossible or illegal
- b) endorsed certificate of compliance with tests and Completion Testing
- c) minutes of Progress Meetings
- d) lists of defects
- e) the Risk Register
- f) statused database of Contractor's submissions

9. Receive, review, advise upon, and respond to notices received in regard to

- a) acceptance of
  - i. Progress Records
  - ii. revised Working Schedule and Planning Method Statement
  - iii. updated Working Schedule and Planning Method Statement
  - iv. values of Activities in the Working Schedule and Planning Method Statement
  - v. Working Schedule and Planning Method Statement
- b) accidents
- c) appointment of Contractor's design coordinator
- d) as-built Drawings
- e) calculated impact of Events
- f) completion of making good defects
- g) Contractor's
  - i. Business Days and hours
  - ii. Design Execution Plan
  - iii. statements of Payment Due
  - iv. Notices of Payment Due
  - v. Plant

- vi. proposals for rectifying its default
- vii. working methods
- h) database submissions maintained by
  - i. the Design Coordination Manager
  - ii. the Time Manager
- i) data maintained in a Common Data Environment
- j) Early Warnings
- k) emergency work
- l) Employer's
  - i. notice of termination
  - ii. proposals for rectifying default
- m) errors in the Contractor's Design
- n) estimates of time and cost effect of Variations
- o) facts and calculated effect of Events on
  - i. time
  - ii. cost
- p) failure to publish
- q) impossibility, clash, conflict, discrepancy, omission, error, inconsistency and/or ambiguity
- r) inspection before covering up or packaging for transportation
- s) intention to
  - i. terminate for
    - convenience
    - Contractor's default
    - Employer's default
    - impossibility, illegality or prolonged suspension
  - ii. take measurements
  - iii. make tests and carry out Completion Testing
- t) Issue Resolution required
- u) loss and expense incurred
- v) published, distributed and other submissions
  - convenience of Employer
  - Contractor's default
  - illegality, impossibility or prolonged suspension
- vi. value of Variations
- w) work, goods, materials and Permanent Plant

10. Receive, review, and maintain for record and inspection

- a) a database of the Contractor's submissions
- b) a copy of the Contractor's Design
- c) the Risk Register

- 11. Attend, manage, prepare and issue minutes of
  - a) Progress Meetings
  - b) risk management meetings

12. ....

.....

.....



# Schedule 9 – Fees and Expenses

## BASIS OF PRICING

### S 9.1 RATES

1. The rates identified below are fixed until .....\* and shall then be reviewed and revised upwards by .....\* % and at intervals of ..... thereafter until Completion. (\*if no limitation is indicated on the period during which the rates are fixed they shall be fixed until Completion. If no incremental percentage is indicated it shall be 5%. If no interval is stated for further review, the rates shall not be reviewed again before Completion.)

### S 9.2. OUT OF POCKET EXPENSES

1. Out of pocket expenses shall be paid on the basis of
  - a) having been included in the rates or charges for Services
  - b) the addition of ..... % to the invoiced amount for Services
  - c) the expenses identified as recoverable in the Appointment Documents, supported by receipts

### S 9.3. SPECIAL EXPENSES

1. Those expenses which, in advance, the Employer has agreed to reimburse the Consultant shall be paid at cost, on the presentation of a receipted invoice

### S 9.4. SERVICES IN CONNECTION WITH THE OCCURRENCE OF INTERFERENCES

1. Services in connection with the impacting of Interferences under Clauses 27, 28 and 35 of the Appointment of other Consultants, and Construction Contract Clauses 34, 35 and 43, which are not caused or contributed to by the Contract Administrator, shall be paid on the basis of the following rates
 

a) Contract Administrator	..... per hour/day*
b) assistant contract administrator	..... per hour/day*
c) IT manager	..... per hour/day*

\* Delete whichever is inapplicable

- d) other ..... per hour/day\*
- e) overheads ..... per day

**S 9.5. SERVICES IN CONNECTION WITH ACCELERATION OR RECOVERY**

1. Services in connection with Acceleration and Recovery under Clauses 38 to 42 of the Appointment of other Consultants, and Construction Contract Clauses 46 to 50, from delays which are not caused or contributed to by the Contract Administrator, shall be paid on the basis of the following rates

- a) Contract Administrator ..... per hour/day\*
- b) assistant contract administrator ..... per hour/day\*
- c) IT manager ..... per hour/day\*
- d) other ..... per hour/day\*
- e) overheads ..... per day

**S 9.6. SERVICES IN CONNECTION WITH TERMINATION**

1. Services in connection with Termination under Clauses 56 to 60 of the Appointment of other Consultants, and Construction Contract Clauses 68 to 71, which are not caused or contributed to by the Contract Administrator, shall be paid on the basis of the following rates

- a) Contract Administrator ..... per hour/day\*
- b) assistant contract administrator ..... per hour/day\*
- c) IT manager ..... per hour/day\*
- d) other ..... per hour/day\*
- e) overheads ..... per day

**S 9.7. SERVICES IN CONNECTION WITH ISSUE AND DISPUTE RESOLUTION**

1. Services in connection with Issue and Dispute Resolution under Clauses 61 and 62 of the Appointment of other Consultants, and Construction Contract Clauses 73 and/or 74, which are not required as a result of default on the part of the Contract Administrator shall be paid on the basis of the following rates

- a) Contract Administrator ..... per hour/day\*
- b) assistant contract administrator ..... per hour/day\*
- c) IT manager ..... per hour/day\*
- d) other ..... per hour/day\*
- e) overheads ..... per day

\* Delete whichever is inapplicable

### S 9.8. BASIS OF PRICING

1. Where the cost of Services is calculated on the basis of the cost of the Works, the charges (other than those described under Paragraphs S 9.4 to S 9.7) shall be based upon the\*
  - a) Budget cost of the Works, as adjusted upwards from time to time
  - b) Predicted Cost of the Works under the Construction Contract, as adjusted upwards from time to time
  - c) The Predicted Cost of the Works under the Construction Contract figure, as adjusted upwards from time to time, together with the sum of

.....

which represents the agreed value of additional items to be managed, which do not form part of the Predicted Cost of the Works

- d) .....
- .....
- .....

### S 9.9. OPTION A – ALL-INCLUSIVE PRICE

(Where the Services are to be paid for on an all-inclusive basis, this Paragraph S 9.9 A is operable. The alternative, Stage basis, Paragraph S 9.9 Option B, should be deleted.)

1. The Employer shall pay the Contract Administrator for the Stages performed\*
  - a) .....% of the Basis of Pricing\*
  - b) the lump sum price of

.....

2. Stage payments shall be made in relation to the all-inclusive price identified under Option A, as follows:

- |   |                         |
|---|-------------------------|
| a) at Appointment                       | ..... % per week/month* |
| b) during Pre-Construction Stage S 8.2  | ..... % per week/month* |
| c) during Construction Stage S 8.3      | ..... % per week/month* |
| d) during Post Construction Stage S 8.4 | ..... % per week/month* |

\* Delete whichever is inapplicable

### OPTION B - ON A SERVICE BASIS

(Where the Services are to be paid for on a Stage basis, this Paragraph S 9.9 B is operable. The alternative, all-inclusive basis, Paragraph S 9.9 Option A, should be deleted.)

1. The Employer shall pay the Contract Administrator on the basis of the Services, or the following rates, as indicated

- a) Contract Administrator ..... per hour/day\*
- b) assistant Contract Administrator ..... per hour/day\*
- c) IT manager ..... per hour/day\*
- d) other ..... per hour/day\*
- e) overheads ..... per day

2. General Services in accordance with Paragraph S 8.1\*

- a) .....% of the Basis of Pricing.
- b) the lump sum price of  
.....
- c) at the stated rates  
(Delete whichever is inapplicable. If none is deleted, it shall be at the stated rates)

3. Pre-Construction Services in accordance with Paragraph S 8.2\*

- a) .....% of the Basis of Pricing.
- b) the lump sum price of  
.....
- c) at the stated rates  
(Delete whichever is inapplicable. If none is deleted, it shall be at the stated rates)

4. Construction Services in accordance with Paragraph S 8.3\*

- a) .....% of the Basis of Pricing of General Services.
- b) the lump sum price of  
.....
- c) at the stated rates  
(Delete whichever is inapplicable. If none is deleted, it shall be at the stated rates)



5. Post Construction in accordance with Paragraph S 8.4\*

- a) .....% of the Basis of Pricing of General Services.
- b) the lump sum price of

- .....
- c) at the stated rates  
(Delete whichever is inapplicable. If none is deleted, it shall be at the stated rates)



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