

# CIOB

## TIME AND COST MANAGEMENT CONTRACT CONSULTANCY APPOINTMENT

08

**TIME MANAGER**  
SCHEDULES 8 + 9

2015 EDITION



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### 08 **TIME MANAGER** 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 Time Manager 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 Contract Administrator

## DISCLAIMER

Model Schedules 8 and 9 have been produced for use where the Time Manager 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 Time Manager. 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. Advise on, and contribute to, completion of the Schedules to the Appointment of the Listed Persons and the Appendices to the Construction Contract
- 3. 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) conduct in breach of health and safety requirements, or
  - c) anti-corruption law

of which the Time Manager becomes aware

- 4. Prepare reports on, and advise generally on, the progress of the design and/or construction of the Project
- 5. Maintain a database of time records in connection with the Appointment, and submit this for acceptance at the periods required by the Appointment

6. ....  
 .....  
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## S 8.2. PRE-DESIGN SERVICES

- 1. In conjunction with the Employer and Listed Persons, prepare the time management strategy for the design of the Project, including but not limited to

- a) project planning
  - b) risk management
  - c) Development Schedule
    - i. preparation
    - ii. review and revision
    - iii. progress update
    - iv. impact of Interferences
  - d) Consultants' Design Execution Plan
    - i. preparation
    - ii. review and revision
  - e) Consultants' Scheduling Contribution
    - i. preparation
    - ii. review and revision
    - iii. progress update
    - iv. impact of Interferences
  - f) Progress of Design Services Records
  - g) quality control
  - h) communications
2. In consultation with the Employer and the Listed Persons, prepare an outline Development Schedule in accordance with the Appointment, together with a statement of the underlying assumptions and calculations, relating to
- a) Site procurement
  - b) investigation and research
  - c) design submissions and approvals at Design Stages or Levels of Development of the Building Information Model
  - d) submissions and approvals for licencing and permissions
  - e) Project procurement
  - f) manufacture
  - g) Site preparation and pre-construction works
  - h) construction of the Works
  - i) commissioning
  - j) taking occupation
3. 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 severely disrupt and delay the progress of the Services and/or the Works
  - b) a practically achievable strategy for dealing with Interferences during the design process, and/or the procurement, construction and commissioning and occupation processes
  - c) the calculation of time contingencies for the Employer's and Listed Persons risks

- d) a design and construction sequence that, to the greatest extent economically viable, permits the parts of the Services and/or the Works which are likely to be disrupted and delayed by foreseeable events to be separated into parallel rather than sequential paths
- e) the time efficiency of the Listed Persons' Design Execution Plans and their compliance with the respective Appointments

4. ....  
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### S 8.3. DESIGN STAGE

1. Where it is indicated in Schedule 2 that a Development Schedule is required
  - a) review and revise where necessary any decisions made, and/or advice given, at the Pre-Design Stage, or if none, complete the Pre-Design Stage
  - b) advise on, and contribute to, the design and preparation of the Development Schedule for the Project, to secure the most time efficient sequence for the design process against which progress can be measured
  - c) prepare and maintain the Development Schedule as a critical path network time model, incorporating the Scheduling Contributions of the Listed Persons
  - d) check that the Development Schedule and its supporting information is fit for purpose, and in sufficient detail for it to be used for identifying, from time to time, the
    - i. planned Services of all the Listed Persons; the sequence of the Stages and Services, and the interface between them and with the Works; any other work incidental to the design; and of the Works identified in the Special Terms
    - ii. dates and logic by which the information concerned with the design of the Project is to be supplied, in relation to the work dependent upon such information
    - iii. dates and logic by which plant, materials, or goods are to be supplied, or work to be carried out, by the Employer, or those engaged or employed by it, in relation to the work dependent upon them
    - iv. time contingency required by the Employer, the Listed Persons, or any directly employed contractor, or Consultant, in relation to any Activity, sequence of Activities, Key Dates, Sectional Completion Dates and the Completion Dates
    - v. Free Float and Total Float which is available to be used by the Listed Persons, and/or the Employer, for managing the re-sequencing of the work, or redeployment of resources from time to time
    - vi. degree of progress actually achieved on all Stages, Design Stages or Design Levels of Development
    - vii. likely and actual effect of any delay to progress on any sequence and/or the completion of any Due Date, if any, caused by an intervening event; and

- viii. likely effect of any proposed acceleration, or recovery measures on any sequence and/or the completion of any Due Date
  - e) ensure that the Development Schedule, and/or revision or update of it, does not constitute, or lead to
    - i. an illegal operation
    - ii. a breach of contract
    - iii. a hazard to health and/or safety in the process of construction
    - iv. a hazard to the safety and/or stability of the permanent work
    - v. a method or sequence which is not conducive to effective time control, or
    - vi. misrepresentation or otherwise unethical conduct
  - f) consider, and advise the Employer and Listed Persons in relation to, the time-effectiveness of the design, and the possibilities for multiple critical paths in the Development Schedule, at each Stage as the design proceeds
- 2. Advise on, and contribute to, the design and preparation of the Listed Persons' Scheduling Contributions for the Project, to secure the most time efficient sequence for the design process against which progress can be measured, including but not limited to
  - a) receive and review the Listed Persons' Draft Scheduling Contribution and Draft Revised Scheduling Contribution for compliance with the relevant Appointment
  - b) consider and advise the Employer and Listed Persons on the time-effectiveness of the design process, and the possibilities for multiple critical paths at each submission of the Scheduling Contribution, as the design proceeds
  - c) if the Draft Scheduling Contribution and/or its supporting information fails to conform with the Appointment under which it is submitted, reject the submission, or if it is practical to do so, provide the Consultant with a conditional acceptance of the submission
  - d) on acceptance, incorporate the accepted Scheduling Contribution in the Development Schedule
- 3. Advise on, and contribute to, the design of a procedure for the taking, recording and retrieval of Progress of Design Services Records under the respective Listed Persons' Appointments and/or Progress Records under the Construction Contract, including but not limited to
  - a) designing a procedure for the taking, recording and retrieval of the data which is to be analysed for the purposes of benchmarking
  - b) receiving and reviewing the Listed Persons' Progress of Design Services Records submitted in accordance with the relevant Appointment
  - c) where the Progress of Design Services Records fail to conform with the Appointment under which they are submitted, rejecting the submission, or if it is practical to do so, provide the Consultant with a conditional acceptance of the submission
- 4. On acceptance or deemed acceptance, incorporate the accepted Progress of Design Services Records in an updated Scheduling Contribution and in the Development Schedule, and submit



to each Listed Person for acceptance, in accordance with the Appointment. The Scheduling Contribution shall be updated with the Consultant’s Progress of Design Services Records indicating

- a) the degree of progress actually achieved on all Stages, Design Stages or Design Levels of Development, from time to time
- b) the likely and actual effect of any delay to progress on the completion of any sequence or Due Date caused other than by an Interference
- c) the likely effect of any proposed recovery measures on any such sequence or Due Date

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### S 8.4. TIME MANAGER’S PRE-CONTRACT SUBMISSIONS

1. Receive, review and advise the Employer on each Listed Person’s Early Warning and/or Notice of Interference submitted, in accordance with the relevant Appointment
2. Prepare and submit to each Listed Person and Employer for acceptance, in accordance with the relevant appointment, the Listed Person’s Scheduling Contribution impacted with the notified Interference indicating
  - a) the likely and actual effect of any delay to progress on the completion of any sequence or Due Date, if any, caused by, or likely to be caused by, an Interference, and
  - b) the likely effect of any acceleration measures proposed on any such sequence or Due Date
3. Advise the Employer of the calculated impact of the Interference on each Listed Person’s Scheduling Contribution and Development Schedule

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## S 8.5. GENERAL PRE-CONTRACT ADMINISTRATION

1. Advise of any default on the part of any Listed Person, and any correction of the default, in regard to the conduct of the Listed Person, including
  - a) submission of
    - i. the Design Execution Plan
    - ii. time- and cost-risk management information
    - iii. the impact on time of an Event
    - iv. Early Warnings
    - v. resources and productivity planned to be used and achieved
    - vi. resources and productivity actually used and achieved
  - b) review and revision, use, reduction, increase, amalgamation or omission of the Employer's and Listed Persons' time contingencies
  - c) mitigation, recovery or acceleration measures
  - d) submissions and notices copied to the Time Manager
  
2. Attend and advise the Employer and Listed Persons at
  - a) risk management meetings
  - b) progress meetings
  
3. Receive Listed Person's submissions, check for compliance with the specific requirements of the Listed Person's Appointment and accept them, conditionally accept them, or reject them with reasons
  
4. Meet with the Listed Persons to discuss possible means to overcome or avoid any possible delay to any Due Date
  
5. Maintain a database of submissions of
  - a) Scheduling Contributions
  - b) Progress of Design Services Records
  
6. Monitor submissions maintained in a Common Data Environment
  
7. ....  
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### S 8.6. EARLY APPOINTMENT OF CONTRACTOR AND CONTRACTOR DESIGN

1. Review and revise where necessary any decisions made, or advice given, under the relevant Design Stage
2. Advise on
  - a) the Contractor’s Design Execution Plan and accept, or reject with reasons, in accordance with the Construction Contract
  - b) the time-effectiveness of the Contractor’s design as it is developed
  - c) the Contractor’s submission of its Working Schedule and Planning Method Statement

3. ....  
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### S 8.7. TENDER STAGE

1. Review and revise the Development Schedule for use with the Tender Documents
2. Advise on the completion of the Appendices under the Construction Contract
3. Review, check and advise the Employer on the competence and reliability of the Contractor’s Tender Schedule

4. ....  
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### S 8.8. CONSTRUCTION

1. Carry out all Services required by the Construction Contract
2. Advise of any default on the part of the Contractor, and any correction of the default, in regard to the conduct of the Contractor including

- a) publication of time-risk management information
  - b) creation, review, revision and updating of the Risk Register
  - c) Contractor's submission on the impact on time of an Event
  - d) Early Warnings
  - e) the duration of extensions of time
  - f) the duration of periods of disruption and/or prolongation
  - g) the amendment, review and revision of the Risk Register
  - h) resources and productivity
  - i) planned to be used and achieved
  - j) actually used and achieved
  - k) review and revision, use, reduction, increase, amalgamation or omission of the Employer's Time Contingencies
  - l) the impact of any Event on time
  - m) the impact of any slippage at the time and/or cost risk of the Contractor
  - n) mitigation, recovery or acceleration measures
3. Attend and advise the Employer, and Listed Persons in attendance, in connection with
    - a) risk management meetings
    - b) Progress Meetings
  4. Receive Contractor's submissions, check for compliance with the CIOB Guide and the specific requirements of the Contract, and accept them, or reject them with reasons
  5. Consult with the Contractor in regard to possible means to overcome or avoid any possible delay to any Due Date
  6. Maintain a database of submissions of
    - a) the Working Schedule and Planning Method Statement
    - b) Progress Records
  7. Monitor submissions maintained in a Common Data Environment
  8. Receive the Contractor's first submission and, at the intervals stipulated in Appendix B of the Construction Contract, any revision or update during the course of the Works, of the
    - a) Planning Method Statement
    - b) Working Schedule, and
    - c) Progress Records
  9. Submit for quality assurance audit at the intervals indicated in Appendix B of the Construction Contract the

- a) Planning Method Statement
- b) Working Schedule, and
- c) Progress Records

10. ....  
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### S 8.9. COMMISSIONING AND OCCUPATION

1. Advise on the revision and update of the Risk Register as is necessary throughout the commissioning and occupation process
2. Prepare the commissioning schedule, and review and revise it in the light of changes in the sequence and timing of the Works made during the course of construction

3. ....  
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### S 8.10. POST CONTRACT AND BENCHMARKING

1. Identify and report in relation to the Project the following data
  - a) job name
  - b) job type
  - c) country and region
  - d) date started, completed and construction period
  - e) design team
  - f) Project management team
  - g) construction management team
2. Identify and report in relation to each Activity type the following data
  - a) whether it is a common Activity, or with Project-specific attributes
  - b) duration of the data is measured
  - c) characteristics of the best working conditions

- d) best working weather conditions
- e) best productivity achieved
- f) average uninterrupted productivity achieved
- g) characteristics of the average working conditions
- h) most productive resource combination
- i) average resource combination
- j) effect on productivity of specific events (by type, e.g. multiple re-issues of drawings)

3. Submit the benchmark report to the Employer, Design Coordination Manager and Listed Persons

4. ....  
.....  
.....

# Schedule 9 – Fees and Expenses

## BASIS OF PRICING

### S 9.1 RATES

1. The Rates 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) by 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 Time Manager, shall be paid on the basis of the following rates
 

a) Time Manager	..... per hour/day*
b) assistant time manager	..... per hour/day*
c) scheduler	..... per hour/day*
d) project records engineer	..... per hour/day*

\* Delete whichever is inapplicable

- e) IT manager ..... per hour/day\*
- f) other ..... per hour/day\*
- g) 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 Time Manager, shall be paid on the basis of the following rates

- a) Time Manager ..... per hour/day\*
- b) assistant time manager ..... per hour/day\*
- c) scheduler ..... per hour/day\*
- d) project records engineer ..... per hour/day\*
- e) IT manager ..... per hour/day\*
- f) other ..... per hour/day\*
- g) 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 is not caused or contributed to by the Time Manager, shall be shall be paid on the basis of the following rates

- a) Time Manager ..... per hour/day\*
- b) assistant time manager ..... per hour/day\*
- c) scheduler ..... per hour/day\*
- d) project records engineer ..... per hour/day\*
- e) IT manager ..... per hour/day\*
- f) other ..... per hour/day\*
- g) 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 is not required as a result of default on the part of the Time Manager, shall be paid on the basis of the following rates

\* Delete whichever is inapplicable



- a) Time Manager ..... per hour/day\*
- b) assistant time manager ..... per hour/day\*
- c) scheduler ..... per hour/day\*
- d) project records engineer ..... per hour/day\*
- e) IT manager ..... per hour/day\*
- f) other ..... per hour/day\*
- g) overheads ..... per day

### 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, 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 Option A is operable. The alternative, Stage basis, Paragraph S 9.9 Option B, should be deleted.)

1. The Employer shall pay the Time Manager 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\*

\* Delete whichever is inapplicable

- b) during Pre-Design Stage ..... % per week/month\*
- c) during the Design Stage ..... % per week/month\*
- d) at Tender Stage ..... % per week/month\*
- e) during Construction Stage ..... % per week/month\*
- f) during Occupation and Commissioning Stage ..... % per week/month\*
- g) during Post Contract and Benchmarking Stage ..... % per week/month\*

**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 Time Manager for the Services on the basis of the following rates, as indicated

- a) Time Manager ..... per hour/day\*
- b) assistant time manager ..... per hour/day\*
- c) scheduler ..... per hour/day\*
- d) project records engineer ..... per hour/day\*
- e) IT manager ..... per hour/day\*
- f) other ..... per hour/day\*
- g) 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-Design Services in accordance with Paragraph S 8.2\*

- 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)

\* Delete whichever is inapplicable

- 4. Design Stage in accordance with Paragraph S 8.4\*
  - a) .....% of the Basis of Pricing of General Services
  - b) the lump sum price of  
.....  
at the stated rates
 (Delete whichever is inapplicable. If none is deleted, it shall be at the stated rates)

- 5. Pre-Contract administration in accordance with Paragraph S 8.5\*
  - 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)

8.6

- 6. Early appointment of Contractor and Contractor’s Design Stage in accordance with Paragraph S 8.6\*
  - 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)

- 7. Tender stage in accordance with Paragraph S 8.7\*
  - 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)

- 8. Construction Stage in accordance with Paragraph S 8.8\*
  - a) .....% of the Basis of Pricing of General Services
  - b) the lump sum price of  
.....

\* Delete whichever is inapplicable

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

9. Occupation and Commissioning Stage in accordance with Paragraph S 8.9\*

- 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)

10. Post Contract and Benchmarking Stage in accordance with Paragraph S 8.10\*

- 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)

\* Delete whichever is inapplicable



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