

Contract Data – Pre-Construction Services Agreement (PCSA)

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Scope* is in

The *language of the contract* is

The law of the contract is the law of

England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is

2 weeks

except that

• The period for reply for

Package tender enquiry approval

is

1 week

• The period for reply for

Package tender report approval

is

1 week

The period for retention is 0 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

Matters that impact on cost, programme and/or quality.

Early warning meetings are to be held at intervals no longer than

Monthly

2 The Consultant's main responsibilities

If the Client has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

	condition to be met	key date
(1)	None	
(2)		
(3)		
(4)		

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

Monthly

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

10/10/2022

The *Client* provides access to the following persons, places and things

access

access date

(1) Building R109

10/10/2022

(2)

(3)

The *Consultant* submits revised programmes at intervals no longer than

Monthly

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

TBC

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

Two Weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

One month

The period between Completion of the whole of the *service* and the *defects date* is

12 months

5 Payment

The *currency of the contract* is the

GBP

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item

amount

N/A

N/A

The *interest rate* is

2.0

% per annum (not less than 2) above the

base

rate of the

Bank of England

If the period in which payments are made is not three weeks and Y(UK)2 is not used

If Option C or E is used and the *Client* states any locations

The period within which payments are made is

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

N/A

If Option C is used

The *Consultant's* share percentages and the share ranges are

share range	<i>Consultant's</i> share percentage
less than <input type="text"/> %	<input type="text"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than <input type="text"/> %	<input type="text"/> %

If Option C or E is used

The *exchange rates* are those published in
on (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

- (1)
- (2)
- (3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service	<div>£5,000,000 for main contractor. Sub-Contractors must have an appropriate level of cover, which is to be agreed on a case-by-case basis</div> <div>in annual aggregate plus two reinstatements in each annual period of insurance</div>	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<div>£5,000,000</div> <div>in respect of each event, without limit to the number of events</div>	12 months

Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	£5,000,000	12 months
	in respect of each event, without limit to the number of events	

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

N/A – No Insurance provided by the Client

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are

The *Client* provides these additional insurances to be provided

(1) Insurance against

N/A – No Insurance provided by the Client

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant* provides these additional insurances

(1) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

£5,000,000

Resolving and avoiding disputes

The *tribunal* is

Arbitration

If the *tribunal* is arbitration

The *arbitration procedure* is

The latest version of The Royal Institution of Chartered Surveyors (RICS) Arbitration Procedure in force when the Arbitrator is appointed

The place where arbitration
is to be held is

London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The Royal Institution of Chartered Surveyors (RICS)

The *Senior Representatives of the Client* are

Name (1)

FOIA Section 40
Personal Information

Address for communications

UKRI, Polaris House, North Star Avenue,
Swindon, SN2 1FL

Address for electronic communications

FOIA Section 40
Personal Information

Name (2)

FOIA Section 40 Personal
Information

Address for communications

UKRI, Polaris House, North Star Avenue,
Swindon, SN2 1FL

Address for electronic communications

FOIA Section 40
Personal Information

The *Adjudicator* is

Name

Royal Institute of Chartered Surveyors
(RICS)

Address for communications

12 Great George Street
London
SW1P 3AD

Address for electronic communications

contactrics@rics.org

The *Adjudicator nominating body* is

The Royal Institution of Chartered Surveyors

X1: Price adjustment for inflation (used only with Options A and C) – NOT USED

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

X2: Changes in the law

If Option X2 is used

The *law of the project* is

England & Wales

X3: Multiple currencies (used only with Option A) – NOT USED

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated items and activities

	other currency	total maximum payment in the currency
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The *exchange rates* are those published in

on (date)

X5: Sectional Completion – NOT USED

If Option X5 is used

The *completion date* for each section of the service is

section	description	completion date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X6: Bonus for early Completion – NOT USED

If Option X6 is used without
Option X5

The bonus for the whole of the service is per day

If Option X6 is used with
Option X5

The bonus for each section of the service is

section	description	amount per day
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The bonus for the remainder of the service is		<input type="text"/>

X7: Delay damages – NOT USED

If Option X7 is used without
Option X5

Delay damages for Completion of the whole of the service are per day

If Option X7 is used with
Option X5

Delay damages for each section of the service are:

section	description	amount per day
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the service are:		<input type="text"/>

X8: Undertakings to Others – NOT USED

If Option X8 is used

The undertakings to Others are provided to

X10: Information modelling – NOT USED

If Option X10 is used

If no information
execution plan is
identified in part two of
the Contract Data

The period after the Contract Date within which the Consultant is to submit a first
Information Execution Plan for acceptance is

X12: Multiparty collaboration (not used with Option X20) – NOT USED

If Option X12 is used

The *Promoter* is

--

The Schedule of Partners is in

--

The *Promoter's objective* is

--

The Partnering Information is in

--

X13: Performance bond – NOT USED

If Option X13 is used

The amount of the performance bond is

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X18: Limitation of liability

If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

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The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£5,000,000

The *end of liability date* is 12 years after the Completion of the whole of the *service*

X20: Key Performance Indicators (not used with Option X12) – NOT USED

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of

months

Y(UK)1: Project Bank Account – NOT USED

Charges made and interest the paid by the *project bank*

The *Consultant* is /is not to pay any charges made and to be paid any interest paid by *project bank* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is 21 days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 – NOT USED

If Option Y(UK)3 is used

term

beneficiary

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following entry is added to the table for Y(UK)3

The provisions of Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

UKRI Schedule of Amendments to NEC4 ECC.

PART TWO – DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Consultant is

Name

Overbury Plc

Address for communications

Kent House, 14-17 Market Place, London.
W1W 8AJ

Address for electronic communications

FOIA Section 40 Personal Information

The *fee percentage* is

%

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

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2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

N/A

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

6.4 Programme

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

See item 3 of Part One

5 Payment

If the *Consultant* states expenses

The *expenses* stated by the *Consultant* are any

item

amount

If Option A or C is used

The *activity schedule* is

The tendered total of the Prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead are

location	overhead percentage
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person unit rate

Operations Director	Per hour	<input type="text"/>
Regional Commercial Manager	Per hour	<input type="text"/>
Project Manager	Per hour	<input type="text"/>
Design Manager	Per hour	<input type="text"/>
Planner	Per hour	<input type="text"/>
BIM Manager	Per hour	<input type="text"/>
Commercial Manager	Per hour	<input type="text"/>
Project Surveyor	Per hour	<input type="text"/>
Site Surveyor	Per hour	<input type="text"/>
Assistant Surveyor	Per hour	<input type="text"/>

Signed for and on behalf of the Client (**UK Research and Innovation**)

Signature:

FOIA Section 40 Personal Information

A large black rectangular redaction box covering the signature area.

Name:

Position:

Date:

Signed for and on behalf of the Consultant (**Overbury Plc**)

Signature:

FOIA Section 40 Personal Information

A large black rectangular redaction box covering the signature area.

Name:

Position:

Date:

Appendix 1 – Mini Competition Tender Documentation

Please refer to the UKRI-2329 – R109 EPAC Building Fit-Out Invitation to Tender and the following Supporting Appendices for all information:

- Appendix A - UKRI-2329 – Specification Document
- Appendix D - Phase II Fit-out Requirements, EPAC 1st Floor Record Drawings and EPAC 2nd Floor Record Drawings
- Appendix E - EPAC Record Drawings
- Appendix F - STFC Design Guide for Mechanical, Electrical & Public Health Services
- Appendix G - Collateral Warranty Information
- Appendix I - SHE Booklet for Contractors
- Appendix J - Scope of Design Duties of the Lead Consultant

Appendix 2 – Form of Construction Contract and Additional Conditions



Appendix C.1 -
UKRI-2329 - ECC4 Op



Appendix C.2 -
UKRI-2329 - ECC Con

Appendix 3 – Overbury Plc Tender Response

FOIA Section 43
Commercial



Appendix 4 – Fee Schedule

FOIA Section 43 Commercial

