

MPF2 MPF2 MPF2

Major Projects Framework 2

NEC4 Professional Service Contract



PROCUREMENT



Pre-construction Services Delivery Agreement

(Professional Services Contract)

THIS AGREEMENT is made

BETWEEN:

(1) [insert Employer name] of [insert Employer registered address] (**the 'Employer'**)

AND

(1) Robertson[Fill in the Division] whose registered office is at [] (**the 'Contractor'**)

for the Services of Pre-construction, Design and other Professional Services to complete RIBA Stage [insert stage here].

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated [] made between **PLACES FOR PEOPLE GROUP LTD** and the Contractor dated 4th April 2022 (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in Schedule A10 to the Framework Agreement.

When using the Professional Services Contract, the Contractor (as stated in the Framework Agreement) is the party named as 'Consultant'.

IT IS AGREED as follows:-

1. **The Contractor's obligations**

The *Contractor* provides the services and complies with its obligations, acting as the *Consultant* in accordance with the conditions of contract set out in the Contract Data herein.

2. **The Employer's obligations**

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions

3. The documents forming part of this agreement are:

The Model Delivery Agreement

The *conditions of contract* (NEC 4th edition professional services contract June 2017)

The *Contract Data part one* (and any appendices of schedules referred to therein)

The *Contract Data part two* (and any appendices or schedules referred to therein)

The *Scope*

The [*activity schedule*]

IN WITNESS WHEREOF these presents consisting of this and the preceding page, [Contract Data Parts One and Two, the Scope, Activity Schedule,] are signed as follows:

SUBSCRIBED for and on behalf of [Employer]

at
on
by

Print Full Name
before this witness

Director

Print Full Name
Address

Witness

SUBSCRIBED for and on behalf of Robertson Construction Group Limited or agreed subsidiary]

at
on
by

Print Full Name
before this witness

Authorised Signatory

Print Full Name
Address

Witness

Contract Data

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

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 *Service 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

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

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

The following matters will be included in the Early Warning Register

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

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

	<i>condition to be met</i>	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

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

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

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

	access	access date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

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

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any expenses

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is % per annum (not less than 2) above the rate of the bank

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

The period within which payments are made is

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

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

If Option C is used

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

<i>share range</i>	<i>Consultant's share percentage</i>
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 events

These are additional compensation compensation

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 <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text" value="£5,000,000"/>	in respect of each claim, without limit to the number of claims
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	<input type="text" value="£10,000,000"/>	in respect of each claim, without limit to the number of claims
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	<input type="text" value="£10,000,000"/>	in respect of each claim, without limit to the number of claims

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	
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	
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	
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

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Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration

The *arbitration procedure* is

The place where arbitration
is to be held is

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 *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

X1: Price adjustment for inflation (used only with Options A and C)

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

X5: Sectional Completion

If Option X5 is used

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

<i>section</i>	<i>description</i>	<i>completion date</i>
(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

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
(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 <i>service</i> is		<input type="text"/>

X7: Delay damages

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
(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 <i>service</i> are		<input type="text"/>

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

X10: Information modelling

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)

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

If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

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

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

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

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

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 days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with	term	beneficiary
Y(UK)1 the following entry is added to the table for Y(UK)3	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

1	General
11.2 (2)	Add further bullet point: <ul style="list-style-type: none">provided or procured all Collateral Warranties which the <i>Consultant</i> is then obliged under this contract to provide or procure;
11.2(15)	Insert a new definition: 'Framework Agreement' is the framework agreement between PLACES FOR PEOPLE GROUP LIMITED and the <i>Consultant</i> dated 4 th April 2022
11.2(16)	Fire Safety Strategy means the specifications and drawings setting out the detailed design for the <i>works</i> and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the <i>works</i> including for the avoidance of doubt the insulation materials, cladding materials, methods of fixing cavity barriers and other fire protection measures as comprised in the documents which the Contract Data states it is in."
11.2(17)	Public Health Emergency such as the occurrence of a "public health emergency", such as coronavirus disease (COVID-19), or any other disease variant caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus
11.2(18)	Russian Federation's attack on Ukraine and other wars in violation of international law
11.2(19)	"Implications of the constraints upon the availability of KEY Equipment and/or Plant and Materials to be provided by the <i>Contractor</i>
2	The Parties' main responsibilities
20.	Amend as follows:
20.2	Delete and replace with: 'The <i>Consultant's</i> obligation is to exercise (and it warrants that it has exercised) all the reasonable skill, care and diligence to be expected of a competent and appropriately qualified consultant of the professional discipline relevant to the Services being performed and who is experienced in undertaking services such as the Services in a similar timescale and also in connection with projects equivalent to the Project in connection with which the <i>services</i> are being performed.'
	The Consultant's Obligations
20.4	Insert new clause 20.4

20.4.1	<p>Notwithstanding any contrary provision in the Contract or any documents forming part of the Contract it is hereby expressly agreed and acknowledged that: -</p> <p>a) no fitness for purpose warranty is either given or implied, whether under statute or otherwise, in relation to the works to be delivered under this Contract and/or method, system, design, products and materials provided by the Contractor, and</p> <p>b) the Contractor in designing the Works shall exercise reasonable skill and care and shall have the like liability to the Client, whether under statute, this contract or otherwise, as would an architect or, as the case may be, any other appropriate professional designer holding himself out as competent to take on such work for such design and material selection who, acting independently under a separate contract with the Client, has supplied such design for or in connection with the works to be carried out by a building contractor who is not the supplier of the design.'</p>
6.	Compensation Events
60.1(13)	<p>Insert new clause 60.1(13)</p> <p>Any change to the Fire Safety Strategy after the Contract Date required as a result of any direction, interpretation or requirement of any statutory body or relevant third party, including but not limited to any local authority building control or approved inspector and which affects the excavation of the Works.</p>
60.1.(14)	<p>Insert new clause 60.1(14)</p> <p>Public Health Emergency such as the occurrence of a "public health emergency", such as coronavirus disease (COVID-19), or any other disease variant caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus and/or any the implementation of public health measures in connection with the outbreak, directly affecting the execution of the Works, including but not limited to:</p> <ul style="list-style-type: none"> • shortages of labour or supervision as a result of preventative measures to alleviate the outbreak spreading and/or due to infection, or potential infection, and the resulting quarantine, or self-isolation or similar, required; or • shortages of plant or materials due to delays in their manufacture, importation or transportation; or

- site closure, or restricted access or amended working methods as a result of measures to contain the outbreak; or
- the exercise by the Scottish or United Kingdom Government of any statutory power.

shall be a Compensation Event and the total of the Prices and *completion date* shall be subject to adjustment.

60.1 (15)

Insert a new Clause:

"Implications of the constraints upon the availability of **KEY** Equipment and/or Plant and Materials to be provided by the *Contractor* which the *Contractor* has taken all reasonable steps to avoid or mitigate and which prevents the Contractor taking delivery of the of the aforementioned

60.1(16)

Insert a new Clause:

"Implications of the Russian Federation's attack on Ukraine and other wars in violation of international law including but not limited to the availability of Equipment and/or Plant and Equipment.

60.1(17)

Inflation caused by current market conditions and availability of Equipment and/or Plant and Materials

8

Indemnity insurance and liability

81.1

Amend the insurance table:

In respect of the first entry in the left hand column that starts 'Liability of the Consultant...' amend so that it reads:

'Liability of the *Consultant* for claims made against him arising out of his failure to use the skill and care required by this contract.'

Insert new OPTION X21: CIC BIM PROTOCOL (*only applies when BIM is required*)

X21.1

In this Option, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

X21.2

Clauses 1, 2, 5, 6, 7 of the Protocol are *additional conditions of contract*. Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Scope.

X21.3

The following are compensation events.

- The *Consultant* encounters an event which is outside

his reasonable control and which prevents him from carrying out the work specified in clause 4.1.2 of the Protocol.

- The *Employer* revokes a licence granted under clause 6.6 of the Protocol.

OPTION Y(UK) 3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Delete the existing wording for this Option, rename as The Contract (*Third Party Rights*) (*Scotland*) Act 2017 and insert:

Y3.1 A person who is not a party to this contract shall have no rights under the Contract (*Third Party Rights*) (*Scotland*) Act 2017 to enforce any term of this contract unless it is stated expressly in the Contract Data that an identified third party may enforce such rights and those rights are identified.

Y3.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

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

Address for communications

Address for electronic communications

The *fee percentage* is

Option A Combined 2.84% Option C Combined 4.82%	%
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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

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

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

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

%

%

%

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

The *people rates* are

category of person

unit

rate

This is Appendix 1 referred to in the foregoing Pre-construction Services Delivery Agreement between (Employers name) and Robertson (Fill in Division) for (insert project)

Appendix 1 – Scope of Services

This is Appendix 2 referred to in the foregoing Pre-construction Services Delivery Agreement between (Employers name) and Robertson (Fill in Division) for (insert project)

Appendix 2 – Early Warning Register

This is Appendix 3 referred to in the foregoing Pre-construction Services Delivery Agreement between (Employers name) and Robertson (Fill in Division) for (insert project)

Appendix 3 – Programme

This is Appendix 4 referred to in the foregoing Pre-construction Services Delivery Agreement between (Employers name) and Robertson (Fill in Division) for (insert project)

Appendix 4 – Activity Schedule

This is Appendix 5 referred to in the foregoing Pre-construction Services Delivery Agreement between (Employers name) and Robertson (Fill in Division) for (insert project)

Appendix 5 – Drawings and Specifications

Other Appendices that maybe added on a project specific basis would be Site Information, Warranties, Robertson Operating Procedures and the like.



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Part of Places for People

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