

**REPROVISION OF 621 VOLUNTEER GLIDING SQUADRON (VGS) TO LITTLE RISSINGTON
DESIGN SERVICES**

Schedule 8 –Pre-Construction Services Delivery Agreement
NEC Professional Services Contract

SCHEDULE 8

PRE-CONSTRUCTION SERVICES DELIVERY AGREEMENT

(PROFESSIONAL SERVICES CONTRACT)

Design Services

for the Reprovision of 621 VGS at Little Rissington

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Lot 1	England & Northern Ireland	<i>The following Model Delivery Agreement is drafted on the basis that the law of England and Wales applies. Where amendments to comply with Northern Ireland law, these have been identified in Appendix A, a Northern Ireland Employer will use these alternative clauses within their Delivery Agreements called off under this Framework Agreement.</i>
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Introduction

NEC Professional Services Contract – Option REDACTED

This Model Delivery Agreement incorporates the nec 3rd edition professional services contract April 2013 (the **NEC Professional Services Contract**), including the additional public sector Z Clauses published by NEC to comply with the requirements of The Public Contracts Regulations 2015. Any subsequent amendments to the NEC Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Contractor, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape..

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, a Z clause or as otherwise agreed in writing by the *Employer* and Scape;
- b) The option clauses defined as '**Shall apply**' in the table below will be incorporated unless otherwise agreed by the *Employer* and Scape;
- c) The option clauses defined as '**May apply**' in the table below, may apply following agreement between the Employer and Contractor;
- d) The Z clauses set out below shall be incorporated unless otherwise agreed in writing by the *Employer* and Scape;
- e) The *Employer* and *Contractor* shall indicate within the Delivery Agreement whether the clauses below shown in italics are to be incorporated;
- f) For the avoidance of doubt, Employers not wishing to use clauses specified as 'may apply', should 'strike-through' the clause reference in Contract Data Part 1, when completing Delivery Agreements.

This Delivery Agreement will only be used for design, pre-construction activities and other professional services prior to the construction stage in a Project.

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NEC Professional Services Contract

MAIN OPTION CLAUSES – shall apply

**Option A: Priced contract with activity schedule SECONDARY OPTION CLAUSES AND ADDITIONAL
OPTIONS**

OPTION NUMBER	OPTION TITLE	APPLICABLE?
Secondary Options		
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
REDACTED	REDACTED	
Option Y		
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	

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DESIGN SERVICES**

Schedule 8 –Pre-Construction Services Delivery Agreement
NEC Professional Services Contract

Pre-construction Services Delivery Agreement

(Professional Services Contract)

THIS AGREEMENT is made on

19th February 2021

BETWEEN:

(1) **Defence Infrastructure Organisation**, Ground Floor, Delancey Building, Marlborough Lines , Monxton Road, Andover, SP11 8HJ
(the '**Employer**')

AND

(1) Willmott Dixon Construction Limited whose registered office is at Spirella 2, Icknield Way, Letchworth Garden City Hertfordshire SG6 4GY (the '**Contractor**') for the Services of Pre-construction, Design/Surveys Fee and design management to completion of Stage 3 & Planning application submission.

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 1st June 2017 made between Scape Procure Limited and the Contractor (the '**Framework Agreement**') and incorporates those provisions of the Model Delivery Agreement set out in Schedule 8 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 comply with his 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 of the Project Order Form dated 21st January 2021.

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DESIGN SERVICES**

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Contract Data: Part One – Data provided by the *Employer*

1. General

The *conditions of contract* are the core clauses and the clauses for main Option REDACTED

- The *Employer* is

Name	Defence Infrastructure Organisation
Address	Defence Infrastructure Organisation , Ground Floor, Delancey Building, Marlborough Lines , Monxton Road, Andover, SP11 8HJ
Telephone	REDACTED
E-mail address	REDACTED

- The *Adjudicator* is To be REDACTED

Name
Address
Telephone
E-mail address

- The services are:

The completion of RIBA stage 3 design information, and all works required to complete RIBA stage 4 design including: Architectural, Structural Engineering, Civil Engineering & Building Services design, Principal Designer services and the management of the preconstruction and design process as detailed within the Framework agreement.

- The Scope is:

Complete the identified gaps within the RIBA stage 3 information

To provide the RIBA stage 4 design services from receipt of RIBA stage 3 design information to meet the end users requirements

Provide works as detailed in **Appendix 1 - Works Information and Site Information (WISI)** and derived from a combination of REDACTED

- Project Brief:

(Appendix 2 schedule of information to aid feasibility study) contents including; Feasibility study dated December 2020 associated appendices; Appendix Estimate of the Works Summary Preconstruction Programme Construction Programme Site set up and logistics plan (for DIO agreement) Draft Project Order.

- The *language* of this contract is English
- The *law* of the contract is the law of England and Wales
- The *period for reply* is **[2]** weeks

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- The *period for retention* is **[12]** years following Completion or earlier termination
- The *Adjudicator nominating body* is **the REDACTED**
- The *tribunal* is **the Courts of England and Wales**

The following matters will be included in the Risk Register

REDACTED

2. The Parties' main responsibilities

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

access to

access date

REDACTED3. Time

- The starting date is **19th February 2021** or such other date as may be agreed in writing between the *Employer* and the *Consultant*
- The *Consultant* submits a proposal to revise programmes at intervals no longer than **4 weeks**

4. Quality

- The quality policy statement and quality plan are provided within **4 weeks** of the Contract Date.
- The *defects date* is 52 weeks after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is monthly
- The *currency* of the contract is **the pound sterling**
- The *interest rate* is **REDACTED** per annum above the base rate in force from time to time of the Bank of England.

**REPROVISION OF 621 VOLUNTEER GLIDING SQUADRON (VGS) TO LITTLE RISSINGTON
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NEC Professional Services Contract

6. Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	Cover	period following Completion of the whole of the services or earlier termination
Professional Indemnity Insurance - failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	REDACTED in respect of each claim, without limit to the number of claims or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, with lower annual and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	12 years
death or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	REDACTED on an 'each and every claim basis'	12 years
death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and REDACTED on an 'each and every claim basis'	12 years

- The *Employer* provides the following insurances
- Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Contractor*.
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **REDACTED**

Optional statements (The following optional clauses apply)

If the *Employer* has decided the completion date for the whole of the services

- The *completion date* for the whole of the *services* is **23rd July 2021**

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

- The *Consultant* is to submit a first programme for acceptance within **2** weeks of the *Contract Date*.

REDACTED

Option A is used

- The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than **4** weeks.

REDACTED

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Option Z

REDACTED

Contract Data: Part Two – Data provided by the *Consultant*

Statements given in all contracts

- The *Consultant* is

Name	Willmott Dixon
Address	REDACTED (the 'Contractor')
Telephone	REDACTED
E-mail address	REDACTED

- The key persons are

(1) Name	REDACTED
Job	Preconstruction Manager
Responsibilities	Management of all Preconstruction Services
Qualifications	REDACTED
Experience	REDACTED

- The staff rates are

Role Name / Designation	Hourly Rate
Contract Manager (Snr Prof)	REDACTED
Operations Manager (Snr Prof)	REDACTED
Construction Manager (Snr Prof)	REDACTED
Senior Building Manager (Prof)	REDACTED
Build Manager (Snr Tech)	REDACTED
Ass Build Manager (Technician)	REDACTED
Commercial Manager (Snr Prof)	REDACTED
Senior Project Surveyor (Prof)	REDACTED
Project Surveyor (Snr Tech)	REDACTED
Senior Design Manager (Snr Prof)	REDACTED
Services Manager (Snr Prof)	REDACTED
Customer Care Manager (Snr Tech)	REDACTED

- The following matters will be included in the Risk Register

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Optional Statements

REDACTED