



Professional Services Contract Guidance Notes

Introduction

The NEC Professional Services Contract (PSC) has been developed as part of the New Engineering Contract (NEC) system of contract documents. The PSC has been drafted with the same objectives as the NEC and has adopted clauses from the NEC Engineering and Construction Contract (ECC) where they were considered to be appropriate for the appointment of a professional organisation or person.

The purpose of the document is to form a standard contract for the appointment of consultants providing professional services to be used in engineering and construction generally. It can be used for the appointment of a project manager or a supervisor under an NEC contract and also for the appointment of persons fulfilling other roles associated with construction contracts (such as a designer responsible either directly to the Employer or to the Contractor in a construction contract) or for appointments of consultants in advance of construction (e.g. appointment of a project manager or designer during the early development stages of a project).

Its use however is not limited to projects where other NEC contracts are being used. It can be used where no construction works are to take place or where other forms of contract for construction are being used. When the PSC is used by a contractor (for instance, to appoint a designer as a subcontractor in a 'design and construct' contract) the contractor has the role of 'Employer' in the PSC. In such circumstances, the PSC can be used as a subcontract (ECC clause 26) with appropriate amendments. (See Appendices 3 and 4.)

The contract has been drafted as a 'shell' contract which requires important information to be provided separately. The most critical document to be provided is the Scope. This contains the detailed requirements of the Employer and is frequently referred to within the PSC.

The purpose of these guidance notes is to explain the reasons for some of the provisions in the PSC and to provide guidance on how to use it. Where clauses are similar to those in the ECC, reference may be made to the ECC guidance notes for further explanation. The flow charts show the procedural logic on which the PSC is based and are published in this volume for reference.

The NEC conventions of using italics for terms which are identified in the Contract Data and capital initials for terms defined in the PSC have been used in these guidance notes. Neither the guidance notes nor the flow charts are contract documents, nor are they part of the PSC. They should not be used for legal interpretation of the meaning of the PSC.