www.necplanningsolutions.co.uk
info@necplanningsolutions.co.uk

TWO-STAGE TENDER · PRE-CONSTRUCTION SERVICES AGREEMENT

PCSA Checklist

A pre-construction services agreement (PCSA) pays a contractor for defined services before the construction contract is awarded. It binds the contractor to those services, not to build, and the programme it produces has no standing until the construction contract adopts it. Run these checks before signing, during stage one and at award.

1 Before signing: read the services schedule

- [ ] **Name the programme deliverables**: the revisions the fee includes, and whether it is resource-loaded or cost-loaded.
- [ ] **Settle the scope of the programme**: whether the procurement and design information schedules are separate deliverables, and whether the stage two programme carries a risk-adjusted completion date or a single deterministic one.
- [ ] **Check what the agreement authorises**: services alone, or early works and long-lead orders the client can instruct.
- [ ] **Look for exclusivity or preferred bidder status**, and a scope too clear to read as a loose letter of intent.

State it: *every programme deliverable the fee covers, and how many revisions of each.*

2 Price the programme work

- [ ] **Build the fee from the real hours**, not a token sum treated as an investment in winning stage two.
- [ ] **Make reprogramming after a design change an additional service**, with a way of instructing it. Otherwise the fee absorbs it.
- [ ] **Price the programme input to design team, cost plan and package meetings**, which can run for the whole of stage one.
- [ ] **Price the preliminaries on durations you would defend after award.** Every week cut to sharpen the stage two price takes a week of time-related preliminaries out of it.

State it: *the hours behind the fee, and how reprogramming after a design change is instructed and paid.*

3 Build stage one to the standard it will be judged by

- [ ] **Build it as if it were already the Accepted Programme**: the same logic discipline, evidence for durations and treatment of risk allowances.
- [ ] **For an NEC4 ECC, show everything clause 31.2 asks for**, in the form the Scope states, including when acceptances and information from Others, such as design releases, will be needed.
- [ ] **On Option A, tie the Activity Schedule to the programme's operations**: clause 31.4 asks for information showing how each activity relates to the operations on each programme submitted for acceptance.
- [ ] **Under X22, revise the programme to show the Stage Two work in full** by the notice to proceed, with its access dates, Key Dates and Completion Date.

State it: *the source of every duration, and where the risk allowances sit.*

The programme everyone remembers is not always the one the contract recognises.

4 Protect the exit

- [ ] **Make termination pay for services performed to date**, including work in progress. Under X22, read the amounts the January 2023 amendments set out for termination during Stage One.
- [ ] **Limit the licence over the contractor's documents** to the project the client is procuring, tied to payment of the fee due, rather than a general assignment.
- [ ] **Settle design liability in terms**: whether the contractor takes it on for its design input, and the cap on liability for the services.
- [ ] **Read the subsumption clause.** In Belong v Seddon [2026] EWHC 1275 (TCC), a clause subsuming a bespoke PCSA into a JCT Standard Building Contract did not wipe out liabilities for breaches in the PCSA period.

State it: *what the contractor is paid, and what the client may use, if stage two never comes.*

5 The gate at award (NEC4 clauses 11.2(1), 31.1, 31.3, 50.5)

- [ ] **Name the programme in Contract Data part two** of the stage two offer, updated to the expected award date. It is then the Accepted Programme from the Contract Date (clause 11.2(1)).
- [ ] **Failing that, submit it as the first programme on the day the contract is signed** (clause 31.1). The Project Manager then has two weeks to accept it or give reasons (clause 31.3).
- [ ] **Keep the retention out of the first assessment.** With no programme identified in the Contract Data, clause 50.5 retains a quarter of the Price for Work Done to Date until a first programme showing the required information is submitted.
- [ ] **Under JCT SBC 2016, agree which version is the master programme.** A programme handed over in stage one may count as already provided (clause 2.9.1.2).

State it: *which programme the construction contract recognises from day one, and under which clause.*

On the day the construction contract is signed

Ready when all three hold.

- [ ] The stage one programme is named in the construction contract or submitted under it.
- [ ] The stage one fee is paid, or carried into the construction contract in writing.
- [ ] Everyone knows which programme the first claim for time or money will be measured against.

Building the stage one programme under a PCSA? Book a 30-minute call about pre-construction planning.

necplanningsolutions.co.uk/project-enquiry

Roman Bazelchuk · Director, NEC Planning Solutions Ltd · info@necplanningsolutions.co.uk · 0330 223 7709