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| nec 3 Professional Services Contract |
| A contract between Torbay Development Agency  and ………………………….  for a Developed Design of a proposed 100-120 Bedroom Hotel, Harbour View, (Reference Number TTDA118) |
| Contract Data |
| The Client is  Name: Torbay Development Agency  Address: 3rd Floor, Tor Hill House, Union Street, Torquay, TQ1 5QW  Telephone: 01803 296296  E-mail address: nigel.mills@tedcltd.com, [pat.steward@tedcltd.com](mailto:pat.steward@tedcltd.com)  Part One – Data Provided by Employer   1. General  * The conditions of contract are the core clauses and the clauses for Main Option A and Secondary Options X5, X7, X8, X9 and X11 of the NEC3 Professional Services Contract June 2005 (with amendments June 2006, September 2011 and April 2013) [and the attached said clauses]. Dispute resolution will be as clause 9.2 of the SWCF Call-Off Contract Terms and Conditions.   The Employer is Torbay Development Agency, 3rd Floor, Tor Hill House, Union Street, Torquay, TQ1 5QW   * The Adjudicator shall be appointed by the President of the Royal Institution of Chartered Surveyors. In the event that the dispute relates to an issue outside of the scope of the Adjudicator, the Adjudicator shall appoint a substitute from an appropriate professional discipline. Such substitute shall in turn be selected by the Head of the relevant profession. * The services and scope are   set out in   1. The tender documents 2. the Torbay Development Agency’s letter of successful tender dated ……………… 3. the Consultant’s tender submission dated …………......... 4. the post tender clarification responses  * The language of this contract is English * 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 two weeks * The period for retention is twelve months following completion or earlier termination * The Adjudicator nominating body is RICS * The tribunal is arbitration * The following matters will be included in the Risk Register – to be identified  1. The parties’ main responsibilities  * The Employer provides access to the following persons, places and things – immediate access is available  1. Time  * The starting date is 14 March 2018 * The completion date for the whole of the services will be the date of practical completion of the project, which is yet to be determined or earlier if the project does not proceed to construction * The Consultant is to submit a first programme for acceptance within eight weeks of the contract date * The Consultant submits revised programmes at intervals no longer than four weeks  1. Quality  * The quality policy statement and policy plan are provided within two weeks of the contract date * The defects date is fifty two weeks after Completion of the whole of the services  1. Payment  * The assessment interval is monthly * The currency of this contract is pounds sterling * The interest rate is 2% per annum above the base rate of the NatWest Bank |
| Contract Data |
| 8. **Indemnity, Insurance and Liability**  The consultant is to provide the following insurances:   |  |  |  | | --- | --- | --- | | **Insurance against** | **Minimum amount of**  **cover** | **Period following**  **Completion or earlier**  **Termination** | | Failure of the Consultant  to use the skill and care  normally used by  professionals providing  services similar to the  services | £5,000,000  in respect of each claim,  *or series of claims*  *arising from the same*  *originating cause* | 6 years | | Death of or bodily injury  to a person (not an  employee of the  Consultant) or loss of or  damage to property  resulting from an action  or failure to take action  by the Consultant | £5,000,000  for each occurrence or  series of occurrences  arising out of the same  event | 8 weeks | | Death of or bodily injury  to employees of the  Consultant arising out of  and in the course of their  employment in  connection with this  contract | £5,000,000  for each occurrence or  series of occurrences  arising out of the same  event | 8 weeks |   .   * The Employer provides the following insurances – as per the South West Consultancy Framework * The Consultants’ total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to £5,000,000.   Option X5   * The completion date for each section of the services is  |  |  |  | | --- | --- | --- | | Stage | Description | Completion/Commencement | | 1 | Client briefing, engagement, familiarisation and preparation of RIBA Plan of Work, stages 0 to 1. | Commence upon formal instruction from the Contracting Authority Representative | | 2 | Options generation - from concept to developed design - with associated Consultation Engagement, Management Plan, Program, Costing, Feasibility Development; RIBA 2 to 3 | Commence upon formal instruction from the Contracting Authority Representative | | 3 | Client agreement - selection of preferred option. Final Costing and Management Plan. Production of visuals and associated reports presenting scheme design with supporting documentation. |  |   Option X7 – Not used   * Delay damages for each section of the services are   Stage description amount per day  Stage 1 ....................................... ...........................  Stage 2 ....................................... ............................  Stage 3 ....................................... .............................  Remainder of the services.....................................................................................................  Option X8 –Not used   * The collateral warranty agreements are   Agreement reference Third party  .................................. .....................................................  .................................. .......................................................  ................................... ....................................................... |
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| **Part Two – Data Provided by the Consultant** |
| * The Consultant is   Name  Address  Telephone  E-mail address   * The name, job, qualifications and   experience of Consultant’s key people are in ’s tender response dated….   * The staff rates are not applicable except for additional services – refer to Pricing Schedule * The following matters will be included in the Risk Register – to be determined |