**(To Be Issued On Great Places Housing Group Limited or The Relevant Additional Client's Letter -Headed Paper)**

**[Date]**

**Project [** **]**

Dear Sirs

I write to confirm your appointment on the project known as [ ] (the **“Project”**) at [ ] (the “**Site**”).

1. We intend to carry out the Project on the Site. This letter is to take immediate effect and you are now requested to undertake the Services on the Project. Details of the Services required are set out within Appendix A appended to this Allocation Letter.
2. This letter is supplemental to the Framework Agreement (**“Framework Agreement”**) dated the 4th day of July 2020 and made between us and you and which is deemed to be incorporated into this letter as if the Framework Agreement was set out in full in this letter.
3. Any terms defined in the Framework Agreement shall bear the same meaning for the purpose of this letter.
4. Notwithstanding the termination of the Framework Agreement by expiration of time or otherwise, the Framework Agreement shall be deemed to form part of and be incorporated into this letter as if each were set out in full in this letter and shall, unless this letter is terminated by us continue to apply until such time as you shall have fulfilled your obligations and duties under this letter.
5. Neither Party may commence any legal action against the other under this letter after the expiry of 12 years from the date of completion of the Services.
6. The provisions of the Framework Agreement shall prevail in the event of any conflict between such provisions and this letter unless otherwise specifically agreed in writing by both of us.

This letter is issued to you in duplicate. By signing and returning this Allocation Letter, you agree to enter a legally binding contract with us to provide to us the Services specified in this Allocation Letter incorporating the rights and obligations in the Appointment Terms [as amended or varied by this Allocation Letter] set out in the Framework Agreement entered into by Great Places Housing Group Limited and you on 4th day of July 2020.

Yours faithfully

[ ] (company number [ ]) [of] [whose registered office is at] [ ] and e-mail address [ ] (the **Client**)

|  |
| --- |
| **EXECUTED** as a **DEED** by **the Client** |
| ***[Insert appropriate attestation provision for the Client]*** |

We hereby acknowledge receipt of the original of this letter and accept the appointment and allocation of the Project referred to above.

[ ] (company number [ ]) [of] [whose registered office is at] [ ] and e-mail address [ ] (the **[Service Provider/ Consultant/ Contractor**])

|  |  |
| --- | --- |
| **EXECUTED** as a **DEED** by **the [Service Provider/ Consultant/ Contractor]** acting by a director and a director/secretary | |
|  | |
| DIRECTOR | |
| Signature: |  | |
| Name (in block capitals) |  | |
| SECRETARY/DIRECTOR | | |
| Signature: |  | |
| Name (in block capitals) |  | |
| **Date:** |  | |

**Appendix A to Allocation Letter**

Key Information:

|  |  |
| --- | --- |
| **Services Framework Lots;** | **Lot C2 (West/East)** – Engineering Consultancy |
| **Details of:**  **[Services]**  **[Competed Services]** | Services as set out in Schedule [3A/3B] of the Framework Agreement and as detailed at Appendix B below  *Detail any additional services as appropriate*  *(3A is Services outlined in the Service Brief, 3B is any additional services)* |
| **Details of Amendments and Variations to Appointment Terms (if any);** | *Detail any changes to standard Appointment Terms in Schedule 2 of the Framework Agreement here. If none write N/A.* |
| **Security Package Options** | 1. Performance Bond\*, Building Guarantee, Standard Retention of 3% to Practical Completion (PC), 1.5% to Notice of Completion of Making Good  2. Building Guarantee with Insolvency and Enhanced Retention at 5% to PC, 1.5% to Notice of Completion of Making Good  3. Building Guarantee, Parent Company Guarantee\* and Enhanced Retention at 5% to PC, 1.5% to Notice of Completion of Making Good |
| **Level of Professional Indemnity Insurance Required:** | As per minimum limit of indemnity as set out in the Framework Agreement:  £5,000,000 each and every claim.  *If wording on insurance documents is any different than above, you will be advised at call off and it will need including here.* |
| **Fee;** | The Fee specified within Schedule 6 of the Framework Agreement as detailed and completed below:  *[*Insert details of Fee – note any capped fee] |
| **Commencement Date;** | [ Date ] or if earlier, at commencement of services. |
| **Project term;** | Completion anticipated [ Date ] with completion of end of defects process in [ Date ] or such extended or reduced period as may be fixed from time to time. |
| **Strategic KPIs applicable;** | As per KPIs set out in Schedule 8 of Framework Agreement |
| **Confidential Information;** | [Insert which information shall be deemed to be confidential information and the duration that such information shall be deemed to be confidential] |
| **Warranty Requirements:** | As per Framework Agreement and Appointment Terms.  *PM to consider if any changes are required.* |
| **[Any further project specific details to be inserted here]** |  |

**Consultant Allocation Letter Extras**

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| --- | --- |
| **Client's Representative:** | The Client's Representative is [ PM ]. |
| **Level of Third Party Liability Insurance Required:** | The amount of third party liability cover required is £5,000,000 each and every claim (Clause 13.2.3). |
| **Fee Payment Schedule** | The Fee Payment Schedule is as follows:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | |  | | --- | | i.            25% upon issue of drawing package for pricing purposes | | ii.            20% at tender acceptance | | iii.            35% at quarterly instalments throughout the contract  period | | iv.            20% at issue of the Notice of Completion of Making Good | | |  | |  | |
| **Reimbursable Expenses:** | Reimbursable expenses etc. (Clause 12.2) are [none] [[ ] and the Consultant agrees that it shall seek payment of such on a 'consultant's cost' basis with no mark up or handling or other fee or whatever kind. The Consultant shall include such expenses and disbursements in the next Fee instalment invoice following the date on which the expenses and/or disbursements are incurred.] |
| **Additional Services:** | Hourly rates for Additional Services are: [ ] |
| **Consultant Personnel:** | The person referred to in Clause 9.1 is [This is the main contact named in the Framework Agreement ]. |
| **Key Personnel:** | The key person(s) referred to in Clause 9.2 are: [This is the consultant working on the scheme]  [ ];[ ].  [No full time resident site staff shall be required. The Consultant shall make available any of the key persons on site as and when reasonably required by the Client and this shall be included in the Fee.] |
| **Copy documentation:** | The number of copy documents required is two (in accordance with Clause ‎7.5) |
| **Client's address for service:** | The Client's address, number and email for service are as follows:  Address: [ Insert client address, number and email for correspondence ]  or such other address or number for service as the Client may have previously notified to the Consultant. |
| **Consultant's address for service:** | The Consultant's address, number and email for service are as follows:  Address: [ Insert consultant address, number and email for correspondence ]  or such other address or number for service as the Consultant may have previously notified to the Client. |
| **Other Consultants:** | Architect -[ Insert name of consultants or NA ]  Principal Designer -[ ]  Planning Consultant -[ ]  Building Surveyor -[ ]  Employers Agent -[ ]  Clerk of Works - [ ]  Purchasers Agent - [ ]  Fire Consultant - [ ]  Approved Inspector - [ ]  Structural Engineers - [ ]  Site Investigation Services – [ ] |
| **Materials:** | The following materials are not to be specified, authorised for use and/or used in the Project:  [ Insert any prohibited materials or NA] [ ] [not applicable] |
| **Preliminary Appointment Details:** | Details of the Preliminary Appointment (if any) are [none] |
| **Sub-Consultant Details:** | Details of sub consultants (Clause 22) are : [insert names or NA] |

**Appendix B to Allocation Letter: Standard Services**

[The Standard Services may be divided into separate stages but such division shall not affect the Consultant's obligation to provide the Standard Services as and when necessary in accordance with this deed.

Where there is a reference in this schedule to assisting or providing services in conjunction with the Other Consultants the Consultant shall assist and co-operate with the Other Consultants in the performance of the Standard Services.]

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**SCHEDULE OF SERVICES – LOT C2 ENGINEERING CONSULTANCY**

**Specific Requirements**

For the purposes of this agreement, the Engineering design shall comprise all such services as normally apply under the standard ACE agreement taken in conjunction with the particular requirements of the Employer’s Requirements and Contractor’s Proposals. The Engineer will ensure that all matters that may affect the completed building, occupation and use are incorporated into the design process as the work proceeds.

Typically, Engineers are to be appointed to ICN’s framework to provide engineering services from project appraisal up to appointment of a Principal Contractor as required by individual project requirements. Principal Contractors will then take responsibility for engineering design. ICN members can novate Engineers to Principal Contractors. ICN members consider there are benefits in retaining a consistent design team throughout the Contractor’s design phase.

The Engineer is required to produce drawings, specifications and any other information required by an individual ICN member in relation to the civil and structural requirements of a proposed project. The Engineer shall also verify that any design, drawing or technical approvals submitted by any other person including but without limitation any Specialist Designers, Sub-Contractors or specialist suppliers acting on behalf of the Contractor, the Employer or the Employer’s Agent before or after the date of this Agreement are in accordance with the Employer’s Requirements and the Contract, and the Consultant shall ensure that such designs, drawings or technical approvals are checked and coordinated with the overall design ambition.

For ease of reference, the services have been divided into two parts, those being stage 1, pre construction and stage 2, construction phases. Such division is not intended to and shall not limit or affect the Engineer’s obligation to provide all the Services as and when they may be necessary or appropriate for the timely carrying out and completion of the Works. In carrying out the services, the consultant shall address all communications, including advice to the Employer.

ICN is committed to Equal Opportunities and you will be expected to uphold the spirit of this commitment in all your dealings on behalf of each ICN member.

The appointed practice shall demonstrate reasonable skill and care as is expected of a person deemed competent to undertake the role.

The Engineer will provide all of but not be limited to the following services:

**Stage One – Pre Construction Phase**

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| --- | --- |
|  | **Description of Services** |
| 1. | Visit the site and study all data, reports, investigations and surveys relating to the project and reasonably available to the Consultant through the contract or in the wider industry/regulatory domain. |
| 2. | As information becomes available, share with the design team and support the design development process, advising on any further studies or surveys that may be beneficial to the process. Collate three quotes for these studies or surveys for approval by the client. |
| 3. | Work with the design team to look for cost effective Engineering solutions for the site. Including but not limited to levels, retaining structures, foundation solutions, remediation strategies, drainage strategies, highways design etc. |
| 4. | Consult with the Building Control authorities, environmental authorities, licensing authorities, statutory undertakers and others as appropriate and consider the extent of any requirements that they may have in relation to the Works. Advise the design team on actions required. |
| 5. | In conjunction with the design team, review alternative designs and construction approaches to seek out maximum value. |
| 6. | Periodically review the design as it is being developed and report to the design team on any matters suitable for further amendment. |
| 7. | Advise and answer queries from the design team to support their process of achieving a viable solution for the site. |
| 8. | Liaise with the design team to determine the scope of work to be sub-let to specialist sub-Contractors and suppliers. |
| 9. | Develop the Engineering designs for the Works such that they are suitable for initial pricing. |
| 10. | Provide drawings, notes, sketches and details to enable taking off quantities for the accurate preparation of construction cost estimates. |
| 11. | Comment on the Employer’s Requirements and Contractor’s Proposals and provide necessary details, calculations and drawings to meet them. |
| 12. | Advise upon any specialist tests or inspections arising during the design or construction of the Works. |
| 13. | Propose a programme of information for the post contract design work to assist the design team in determining a realistic programme of proposed Works. |

**Stage Two – Construction Phase**

NB. Typically, the Client requires the Principal Contractor to engage an Engineer to provide the following services.

The Client may decide to novate the Engineer to the Principal Contractor and this instance the Stage 2 services may be re-negotiated directly between the Engineer and the Principal Contractor

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| --- | --- |
|  | **Description of Services** |
| 1. | At the outset of the construction phase, agree with the Employer and the Contractor a design programme that includes all design activities and transfer of information between all members of the project team. Report on design progress at intervals as reasonably requested. |
| 2. | Develop the Engineering design of the Works so that it will conform to the Employer’s Requirements and Contractor’s Proposals. Provide any information that can reasonably be expected from an Engineer that the Employer or Contractor may require to progress the Works. |
| 3. | In the event of a proposed change to the design, advise the Employer and Contractor of the effects of the proposed change upon the design of the Works and upon design work generally |
| 4. | Highlight if any design development has potential to materially affect the cost of the Works compared with the design in the Employer’s Requirements and Contractor’s Proposals. |
| 5. | Consult with the Building Control authorities, environmental authorities, licensing authorities, statutory undertakers and others as appropriate in relation to their requirements for the Engineering aspects of the Works and advise on any revisions to the scheme design to deal with the requirements of any of those authorities. |
| 6. | Prepare and submit applications for section agreement approvals (including but not limited to roads and sewers) and any other approvals that may be required under any statutory requirement to enable the scheme to be constructed and occupied. Negotiate if necessary over drainage and highway designs to meet statutory requirements set by the appropriate authority and where necessary revise any production information. |
| 7. | Prepare and submit any Engineering drawings and calculations required for the overall design of the scheme including but not limited to building regulation calculations, reports and structural details. |
| 8. | Examine proposals, working drawings and details of any other Consultant and/or specialist sub-Contractors or specialist suppliers and make comments as appropriate, with reference to structural design and suitability of the design in respect of meeting the Contractor’s Proposals and Employer’s Requirements. |
| 9. | Where any item is being supplied for fixing, installation and/or integration by others the Consultant shall review and comment on the manner of fixing, installing or integrating such items. |
| 10. | The Consultant will provide to the Employer and any relevant Contractor or Consultant throughout the course of the Works drawings, specifications and other relevant documents as may be amended and revised from time to time. |
| 11. | Advise on selection of components and materials and inspect materials delivered to the site as required. |
| 12. | Attend design coordination or site meetings as necessary and produce a progress report if requested. Carry out site inspections to ensure that the Works are being carried out in accordance with the design. |
| 13. | Monitor any specialist tests or inspections previously requested and report to the Employer. |
| 14. | Prior to Practical Completion of the Works, the Engineer shall issue a letter to the Employer confirming that within the scope of the inspection duties under the Agreement, the Works have generally been carried out and concluded to the specified standard covered by their design. |
| 15. | Prior to Practical Completion of the Works, provide such copies of the as-built drawings and other documents as the Employer may require. |
| 16. | Assist in the production and compilation of the maintenance and operation manuals as may be specified in the Contract. |
| 17. | The project must operate within the Engineer’s quality management system. The Engineer will be required to show compliance. |

This appointment is being executed as a deed. Documentation and guidance relating to matters arising from the Building Contract may be sought for the full term of the deed.

**Appendix C to the Allocation Letter: The Brief**

**Appendix D to the Allocation Letter: The Programme**