**(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 C4b (West/East)** – Architectural services and Principal Designer services |
| **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 Good2. Building Guarantee with Insolvency and Enhanced Retention at 5% to PC, 1.5% to Notice of Completion of Making Good3. 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**

|  |  |
| --- | --- |
| **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:**Stage 1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
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| 1. 70% upon validation of a planning application
 |
| 1. 20% upon receipt of full / outline / reserved matters

planning approval decision notice |
| 1. 5% upon discharge of all pre commencement

 planning conditions (or if Outline then due at planning approval stage) |
| 1. 5% at quarterly instalments during contract during the

 contract period (Start on Site to Practical Completion) |

 |
|  |
| **Stage 2**Stage payments appropriate to the nature of the project to beagreed before commencement of works. |

  |
| **Reimbursable Expenses:** | Reimbursable expenses etc. (Clause 12.2) are included in the fee above.  |
| **Additional Services:** | Hourly rates for Additional Services are to be agreed if required. |
| **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]  |
| **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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**SERVICE BRIEF – LOT C4a ARCHITECTURAL SERVICES**

**Specific Requirements**

Please note that the services outlined below broadly correspond to the RIBA work stages as follows:

Stage One covers stages 0-4

Stage Two covers stages 5-7

Contracts will be drafted generally on a Design & Build basis, but other forms of contract may apply, e.g. JCT Minor Works,

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 Architect will provide all of, but not be limited to, the following services:

**Stage One – Pre Construction Phase Services (without Planning Consultant)**

|  | **Description of Services** |
| --- | --- |
| 1. | Produce sketch proposals from initial site visit/brief; survey of the property/site; brief check of dimensions and visible constraints only to assess feasibility of the project. Agree potential numbers and sizes of units. |
| 2. | Advise on the appointment of other consultants as necessary. Discuss and agree the extent of Dimensional, Topographic, Structural, Environmental and other Specialist Surveys and obtain quotes for the above. Instruct and liaise with the surveyors once approved by the Client.  |
| 3. | Procure Digital Ordnance Survey Plans and overlay with gas, electric, water, drainage, digital, fibre optic, drainage and highway adoption information from statutory undertakers. Produce a constraints plan and mitigation strategy, as required.  |
| 4. | Carry out a comparison of site boundaries on the proposed layout with the red edged legal plan and advise on any discrepancies. |
| 5. | Using the Employer’s Requirements and [Quality](http://www.greatplaces.org.uk/About%20Us/Our%20developments/Documents/Quality_Design_2015_web.pdf) Design Guide, work with the Client to agree scheme aspirations and objectives. Record outcomes in the Client briefing documents. |
| 6. | Produce outline proposals with alternative options and narrative to explain the different plans. The use of standardised ICN house types should be maximised; subject to client requirements. Option drawings to include sufficient annotation to allow the production of feasibility estimates. |
| 7. | Agree the most effective strategy for achieving the Employer’s Requirements, paying specific attention to energy use, overheating, ventilation, daylighting and sound insulation under Building Regulations as a minimum, as determined by the scheme brief. Consideration made to efficiency of layout to reduce costs and maximise density. |
| 8. | Undertake and use outcomes from the detailed Building for Life 12 assessment and provide a copy of the assessment to the client.  |
| 9. | Undertake “Designer’s Duties” as defined in the Construction (Design and Management) Regulations 2015; advise the Client on matters or obligations that arise under the regulations from the Architectural design work.  |
| 10. | Review alternative design and construction approaches with the Client team and regularly review the design evolution as it is being developed. Liaise with all statutory bodies and the Client’s Fire Safety Consultant to reach an agreed position on the most appropriate design and cost solution for the site. |
| 11. | Prepare a stakeholder consultation strategy to meet the needs and aspirations of the local community, local councillors and the Local Planning Authority. Attend and summarise feedback from stakeholder liaison meetings to discuss the scheme proposals, as required.  |
| 12. | Prepare for and attend pre-planning application meetings with the Local Planning Authority. Review all consultation and re-application feedback and ensure changes are incorporated into the scheme as agreed with the Project Team. |
| 13. | Produce all relevant Architectural planning drawings in electronic format for wider distribution to the Project Team. Hard copies to be provided on request.  |
| 14. | Prepare 3 dimensional, coloured Computer Generated Images, capable of adequately describing the nature of the scheme in terms of size, character, spatial arrangements, materials and appearance for Client review. |
| 15. | Prepare a Design and Access Statement for submission with the planning application. |
| 16. | Drawings should be suitably annotated to enable a detailed budget estimate to be prepared. |
| 17. | Submit the planning application inclusive of the relevant validation requirements (planning fee to be paid by the client). Work proactively with the project team and Local Planning Authority to achieve a successful planning process, seeking to receive planning approval with minimum planning conditions attached. As part of this process, the architect will:* Liaise with Planning Officers to ensure that the application is validated promptly.
* Liaise with Planning Officers regularly by phone, e-mail and face to face to review progress and identify any matters of concern in respect of the planning application.
* Closely monitor the planning application and highlight any issues raised within statutory / consultation responses that are submitted.
* Co-ordinate and / or prepare responses to issues raised by statutory / consultation responses.
* Review and comment upon draft planning conditions and ensure that they are acceptable to the Client.
* Any required technical responses will be dealt with by the relevant technical consultant appointed as part of the project team. Liaison with the wider project team is expected to achieve an acceptable resolution.
* Attend Planning Committee to speak for the application.
* Chase release of planning decision notice following Planning Committee.
 |
| 18. | Undertake all necessary measures to discharge all architectural pre-commencement planning conditions and coordinate specialist information as required to discharge all other pre-commencement planning conditions to facilitate a compliant start on site. The end of the commission will be signalled by full sign off of all pre-commencement planning conditions relating to the site. |
| 19. | Prepare any additional construction detail drawings required to enable the Client to undertake a construction tender process, if required, including a maximum of 3 non-standard architectural details.  |
| 20. | Discuss and agree with the Client team a forward programme of information to enable post contract detailed design work to align with the anticipated programme of works.  |
| 21. | Prepare images for use in sales and marketing brochures, and liaise with the Sales team to determine the brief, as required.  |
| 22. | Produce a red line estate plan and individual plot plans for Land Registry/conveyancing purposes.  |

**Stage One – Pre Construction Phase Services (with Planning Consultant)**

|  |  |
| --- | --- |
|  | Description of Services |
| 1-16 | Services to be as per Stage One – Pre Construction Phase Services (without Planning Consultant). |
| 17. | Work proactively with the project team and Local Planning Authority throughout the planning process to achieve a successful planning outcome, seeking to receive planning approval with minimum planning conditions attached. Attend Planning Committee. |
| 18. | Undertake all necessary measures to discharge all architectural pre-commencement planning conditions in conjunction with the Planning Consultant. |

**Stage two – Construction Phase Services**

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

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

|  | **Description of Services** |
| --- | --- |
| 1. | Advise at the outset a design programme for the construction phase that includes all design activities and transfer of information between parties.  |
| 2. | Ensure that there is full and proper coordination of all elements of design, including but not limited to Architectural, Structural and M&E elements. |
| 3. | Produce all necessary architectural Building Regulation drawings, liaise with all relevant parties and coordinate specialist information where required.  |
| 4. | Submit the Building Regulation application (fees to be paid by others). Negotiate any technicalities, review any resulting production information and manage the relevant stakeholders to achieve a timely resolution. Any waivers/relaxations are to be agreed in writing with Building Control and shared with the client. |
| 5. | Provide SAP calculations in-house or via an external sub-consultant.  |
| 6. | Produce all necessary architectural drawings and construction details as required by the Principal Contractor and liaise with other consultants (e.g. Structural Engineer) to advise upon and determine the required details. This should include non-standard architectural details including external works, landscaping and levels, showing the full extent of the works and boundary treatments. |
| 7. | Monitor alignment with the Employer’s Requirements and Design Guide and inform the Client of any areas of non-compliance / any elements likely to materially affect the cost of the Works, as a duty of care. |
| 8. | Visit site on a regular basis (including attendance at site meetings as required) to assess whether works are achieving the required standards, ensure additional details are provided, resolve any design issues and advise on materials and site works as required. Maintain on going communication with the site team with reference to adherence to Employer’s Requirements, Building Regulations and approved planning drawings.  |
| 9. | Provide a monthly planning tracker to document discharge of all planning conditions and any corresponding communication with the Local Planning Authority relating to this. Advise of any risks associated with condition discharge and the risk impact on the project.  |
| 10. | Advise on selection of components and materials.  |
| 11. | Undertake ‘Designer’s Duties’ as defined in the Construction Design and Management Regulations 2015; advise the Client on matters or obligations that arise under the regulations from the Architectural design work. |
| 12. | Provide a full suite of ‘As Built’ drawings. Provide all available architectural information and drawings to the Principal Designer/Health and Safety Advisor to prepare an ‘As Built’ Health and Safety Manual. This includes information on specified architectural materials and their long term operation and maintenance. |

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.

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**SERVICE BRIEF – LOT 4b PRINCIPAL DESIGNER**

**Specific Requirements**

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

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 client.

The services which are detailed below are derived from the duties laid on the Principal Designer by the Construction (Design and Management) Regulations 2015, and other related requirements. Reference should be made to the CDM Regulations 2015 for the precise scope of each service and this schedule must be read within the context of the regulations as a whole. In general, you are expected to undertake all duties expected of a Principal Designer as described in the Construction (Design and Management) Regulations 2015.

The Principal Designer and/or Health & Safety Advisor will provide all of the relevant sections outlined below as a minimum.

**Principal Designer (PD)**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | The Principal Designer will provide contact details and be available at reasonable notice to advise the client and its representatives on all health and safety matters as appropriate to the project.  |
| 2. | To comply with all the duties of a Principal Designer described in the HSE Legal (L) Series ‘Managing Health and Safety Construction (Design and Management) Regulations’ 2015 (L153) [as amended from time to time]. |
| 3. | The Principal Designer will coordinate design work, planning and other preparation duties prior to and during the construction phase including involvement with any variations that are relevant to Health and Safety. The Principal Designer will advise without delay of any information that is not presented to the Principal Designer by the appointed Contractors and designers having had a reasonable time to collate such information. |
| 4. | Identify and eliminate or control, so far as is reasonably practical foreseeable risks to the health and safety of any person who is:* 1. Carrying out or liable to be affected by the construction works.
	2. Maintaining, managing or cleaning a structure, or
	3. Using a structure designed as a workplace.
 |
| 5. | Ensure all designers comply with their duties in Regulation 9. |
| 6. | Cooperate with and ensure that all persons working in relation to the pre-construction phase cooperate with the Client, the designer, the Principal Designer, The Principal Contractor (if appointed) and each other. |
| 7. | The Principal Designer will research, identify and then collect all of the pre-construction documentation and information required by Regulation 4(4) for the safe design and construction of the project. The Principal Designer will advise the client if further surveys and or other work needs commissioning to inform on any missing information required for the safe execution of the project. |
| 8. | To attend project team design meetings from project inception and comment on the design and the brief to ensure compliance with design and health and safety regulations. Visit the site before attendance at the first meeting and attend site thereafter on a quarterly basis.  |
| 9. | Liaise with the Principal Contractor for the duration of the Principal Designer’s appointment and share with the Principal Contractor information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase. |
| 10. | Assist the Principal Contractor in preparing the construction phase plan by providing to the Principal Contractor all information the Principal Designer holds and which is relevant to the construction phase plan including pre construction information obtained from the Client and any information obtained from designers under Regulation 9(3)(b). |
| 11. | To prepare an initial health and safety file for the project during the pre-construction phase, which:* Complies with the requirements of Regulation 12(5).
* Is reviewed and revised from time to time as appropriate to incorporate any relevant new information in line with Regulation 12(6)
* Is kept available for inspection by any person who may need it to comply with the relevant legal requirements.
* Checked and passed to client at Practical Completion.
 |
| 12. | Take into account the general principles of prevention and where relevant, the content of any construction phase plan and any health and safety file when:* 1. Design, technical and organisational aspects are being decided in order to plan the various items or stages of work which are to take place simultaneously or in succession, and
	2. Estimating the period of time required to complete such work or work stages.
 |
| 13. | Report to the Client anything the Principal Designer is aware of in relation to the project which is likely to endanger their own health and safety or that of others.  |

**Health and Safety Adviser (H&SA)**

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| --- | --- |
|  | **Description of Services** |
| 1. | Provide suitable and sufficient safety advice on duties required under the CDM Regulations 2015 [as amended from time to time] that the client and its representatives need to comply with. The H&SA will advise the client of any proposed changes in legislation to health and safety that will affect design, materials or construction methods for projects on site or proposed pipeline projects. |
| 2. | Advise the client and their representatives on making suitable arrangements to:* Ensure construction work can be carried out, so far as reasonably practicable, without risks to the health or safety of any persons affected by the project. Regulation 4 (2)(a).
* Ensure facilities required by schedule 2 of the CDM Regulations 2015 are provided in respect of any person carrying out construction work. Regulation 4(2)(b).
* Ensure the project management arrangements are maintained and reviewed throughout the project. Regulation 4(3).
 |
| 3. | Check and inform the client on the competency of its chosen designers and Contractors for a project or series of projects and produce written reports and updates on competency. |
| 4. | Check and ensure that adequate arrangements are in place for successfully and safely managing the projects from inception to completion, this should be reviewed regularly throughout the duration of the project. Provide post completion KPI information. |
| 5. | On behalf of the client, notify the HSE about the project as required by the legislation and in line with Regulation 6.  |
| 6. | The H&SA will provide an information template to all involved in the design of the project and to every Contractor including the Principal Contractor that has been or may be appointed by the client. They will also request pre construction design and competence information that will be or could be relevant to each role involved in the project [including tender documentation].  |
| 7. | The H&SA will at the start of any project and at all pre-start contract meetings advise the client representatives and Principal Contractor of their obligations to the project under the CDM Regulation 2015. The Principal Designer will confirm these obligations have or have not been complied with and where on occasion they have not the H&SA will advise the client and Principal Contractor of the immediate action they must take to address any such shortfalls prior to start on site.  |
| 8. | The H&SA will manage the flow of health and safety information between the ICN Client and other involved Clients, Designers and Contractors.  |
| 9. | The H&SA will advise the Client on the suitability of the construction phase plan and the proposals and arrangements for suitable welfare facilities to be on site from the start of the project construction phase. Undertake a site visit within 2 weeks of start on site to ensure site set up is in line with regulations and as described in the pre-construction information provided and agreed by the Contractor. |
| 10. | The H&SA will check [in conjunction with the Contractor and PD] the health and safety file to be used post handover by the end user. This file should be in a format agreed with the client. The H&SA is to check and sign off the final information provided and keep a separate copy.  |
| 11. | The H&SA will be required from time to time to assist in providing detailed information on the performance of framework Contractors to enable good health and safety KPI information to be collated by ICN and for continuous improvement in health and safety performance both on site and post handover [use by resident/landlord management]. |
| 12. | The H&SA will be required to attend site meetings as required or requested by the client. For pricing purposes, assume four meetings and production of H&S reports following each visit.  |
| 13. | The H&SA will advise the Contractor and lead Consultant immediately of any shortfalls in safety that are seen or reported on project sites.  |
| 14. | Ensure that the PD prepares an initial health and safety file for the project during the pre-construction phase to meet their obligations. Issues such as access, site information and location of services to be included. |
| 15. | Confirm that pre-construction H&S information has been provided and is suitable/sufficient. |
| 16. | Check and advise the Client that the PD complies with any other Principal Designer duties in the Regulations and the Principal Contractor complies with any other Principal Contractor duties in the Regulations.  |
| 17. | Ensure from project inception the PD and Principal Contractor roles are clearly allocated within the project team and those allocated have the organisational capability and resources necessary to fulfill the role they are appointed to undertake. Ensure they are appointed in writing by the Client. |

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**