**(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 C9 (West/East)** – Site Investigation |
| **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**

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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:Fees for reports will be payable when the work is complete and the invoice issued. |
| **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 SERVICE - LOT C9 SITE INVESTIGATION**

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.

**PHASE 1 SITE INVESTIGATION**

**GEO-ENVIRONMENTAL DESKTOP REPORT**

|  |  |
| --- | --- |
|  | Description of Services |
| 1. | The reports are to inform and accompany the detailed planning application and inform the production of build cost estimates. |
| 2. | The tenderer is to include all costs of hiring or engaging specialists as part of their service. Any additional temporary access works required by specific site circumstances should be excluded from the tender and discussed separately with each client at the point of call off. |
| 3. | Include for one site visit to assess a site’s current and surrounding conditions making specific note of items that may affect a development, photographs should be taken and shared of relevant site features and beyond the site key matters that may have an impact on the development of the site. |
| 4. | Undertake and issue a geo-environmental desktop report including a site centred Envirocheck or Groundsure report that includes:* Historic Mapping
* Geology
* Hydrogeology
* Radon
* Groundwater Vulnerability
* Source Protection Zones
* Flooding
* Sensitive land uses
* Pollution Incidences
* Coal mining report
* Proximity of landfill

And other relevant constraints including any potential site Utility services, assessment of potential ground conditions and recommendations including further surveys required. The report should include a conceptual site model (that will be revised after site investigations) and a recommendation of intrusive ground investigation works to be undertaken.  |
| 5. | Face to Face/Telephone and/or e-mail discussions with relevant Authorities and Agencies.  |
| 6. | Face to Face/Telephone and/or e-mail liaison with Client and/or Client representative during study period. |
| 7. | Provide an electronic copy of the report, in a format agreed by the Client and including colour plans.  |
| 8. | Attendance at one design team meeting to outline the results of the desktop report and recommendation of further intrusive works to be undertaken.  |

**PHASE 2 SITE INVESTIGATION**

**GROUND INVESTIGATION WORKS – TRIAL PITS**

|  |  |
| --- | --- |
|  | Description of Services |
| 1. | Undertake trial pits across the site including hire of plant, banks person and attendant engineer, number, size and depth as situation dictates (Max 5.0m) agreed with Engineer using targeted and none targeted methods to achieve a good overall coverage of the site in agreed locations.  |
| 2. | Cable Avoidance Tool scan location of dig for any other services or obstructions, record locations, photograph, record findings and take a minimum of one surface sample for contamination and one at the first change in strata from each trial pit for testing, log in accordance with BS5930:2015 |
| 3. | Test each soil sample for contaminants, using a UKAS/MCERTS accredited laboratory. Elevated samples are to be tested for Leachate, Hazardous waste assessment and Waste Acceptance Criteria (WAC) if required (obtain approval from the client) |
| 4. | Work with the client and design team to design/specify the GI Works in conjunction with the proposed scheme design.  |
| 5. | Carry out in-situ shear vane testing and strength testing on strata within the trial pits.  |
| 6. | Undertake sufficient infiltration testing to BRE 365 across the site at positions determined by the Engineer |
| 7. | Protect trial pits from the public during investigation and backfill and compact on completion of investigations  |
| 8. | Face to Face/Telephone and/or e-mail discussions with relevant Authorities and Agencies as may be required. |
| 9. | Face to Face/Telephone and/or e-mail liaison with Client and/or Client representative during study period. |

**GROUND INVESTIGATION WORKS/BORE HOLES**

|  |  |
| --- | --- |
|  | Description of Services |
| 1. | Cable Avoidance Tool scan the area and undertake boreholes across the site in locations agreed with the Engineer including hire of borehole equipment, on site set up, removal on completion, operators and attendant engineer, allow appropriate depth per borehole drilling (min 6m), check location of borehole for any services or obstructions, record locations, photograph, record findings and take soil samples from each bore for testing, log in accordance with BS 5930:2015Carry out in-situ testing Standard Penetration Test’s (SPT) at every 1.0m and take U100 (or tube samples at alternative meter) for geotechnical and laboratory testing. |
| 2. | Test sufficient samples from each borehole to inform understanding of the ground and determine the remediation, foundation and drainage solutions with the Engineer. Testing to include strength (unconfined compression testing, Atterberg limit and Particle Size Distribution Test (PSD) as a minimum). |
| 3. | Install a minimum of 3no. gas/water monitoring boreholes targeting made ground or other potential strata as and when required.  |
| 4. | Monitor the groundwater and gas wells on a minimum 6 occasions over a minimum 3 month period. |
| 5. | Test any groundwater samples for contaminants.  |
| 6. | Face to Face/Telephone and/or e-mail discussions with relevant Authorities and Agencies as may be required. |
| 7. | Face to Face/Telephone and/or e-mail liaison with Client and/or Client representative during study period. |
|  |  |
| **REPORTING** |  |
| 1. | Undertake and issue a Phase II Geotechnical & Environmental report based on the results of bore hole, trial hole geotechnical and environmental testing.Provide marked up site plan of locations and references of trial and bore holes undertaken and includerecommendations for undertaking the proposed development in line with the results of the investigation confirm any further surveys required. Include in the report a revised site conceptual model.  |
| 2. | Provide electronic copy of the report, in a format agreed by the Client and including colour plans.  |
| 3. | Sign a Warranty for the works under taken and report produced.  |

**FLOOD RISK ASSESSMENT**

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| --- | --- |
| 1. | The report is to inform and accompany the detailed planning application, and inform the production of build cost estimates. |
| 2. | One site visit required, photographs should be taken of relevant site and beyond the site key matters that impact of flood risk assessment. |
| 3. | A desktop based report required identifying site flood risk status, appropriate research with/ on Local Authority and Environment Agency strategic status and policies in respect to bringing forward development having regard to flood risk assessment, implications for developing the site and any associated mitigation requirements, recommendations. |
| 4. | Telephone and/or e-mail discussions with relevant Authorities and Agencies.  |
| 5. | Telephone and/or e-mail liaison with client and/or client representative during study period. |
| 6. | Face to face feedback meeting(s) with client and/or client representative at client office as required. |
| 7. | Two bound copies of the report in A4 format with A3 folded plans, in colour and including one electronic copy in a format agreed with 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**