**(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 C1b (West/East)** – Combined role of Employers Agent and Principal Designer or Health and Safety Advisor |
| **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**

|  |  |
| --- | --- |
| **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% at submission of planning application  ii.           25% at receipt of tender/value for money report  iii.           40% at quarterly instalments throughout the agreed contract period (date of possession to date of practical completion)  iv.         10% at issue of the Notice of Completion of Making Good |
| **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 ]  Planning Consultant -[ ]  Building Surveyor -[ ]  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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**SCHEDULE OF SERVICES – LOT C1b EMPLOYER’S AGENT**

Note: Employer’s Agent also means the terms Client Representative, Contract Administrator or Lead Consultant.

**Specific Requirements**

The project specific services required, which are in addition to the overarching ICN Framework terms and general terms as stated, include:-

To perform all duties expected of an Employer’s Agent pertaining to a project procured through a JCT Design and Build Contract 2016 (DB 2016) (or subsequent versions as may be issued by the JCT during the framework period) and act as the Client’s lead Consultant for the project duration.

You will be required to perform all duties usually performed by the Employer’s Agent in relation to works of this nature to the Client’s reasonable satisfaction. In particular you shall use best endeavours to ensure progress of the works are maintained to the agreed critical path programme and report to the Client regularly in accordance with all required reporting templates.

The Employer’s Agent will co-ordinate the issue of the brief (i.e. the Association’s requirements) to the Principal Contractor and support the Client in checking to ensure full compliance with the Client’s Design Brief and Key Performance Indicators.

The Employer’s Agent is expected to have an understanding and knowledge of the 2012 Construction Commitments in order that the client can meet its commitments and objectives. This includes an expectation of active contribution to the creation and completion of Contract Management Plans.

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 member.

You will perform your role so as to comply with your duties under the Construction (Design & Management) Regulations 2015, or any replacement legislation, including the requirements of any relevant planning, Building Regulations, NHBC or other consent, approval or authority as deemed necessary for the project.

The Employer’s Agent will provide all of but not be limited to the following services:

**Pre Contract Services**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Liaise with the Client and Consultant team to determine the Client’s initial requirements and the subsequent development of the full project brief. Attend and organise all pre-contract and design team meetings as required by the Client. Record decisions and distribute meeting minutes and actions within 7 working days of all pre-contract meetings and design team meetings. |
| 2. | Prepare and develop order of cost estimates and cost plans as required in accordance with the RICS New Rules of Measurement (NRM). All cost estimates and cost plans to clearly state the basis of preparation, clarifications and exclusions, and list of information used in preparing the estimate or cost plan. |
| 3. | Prepare order of cost estimates relating to outline design proposals and for the analysis of alternative forms of design and construction if required by the Client. |
| 4. | Prepare updated cost estimates and cost plans periodically as required by the Client as detailed design information is issued by the Consultant team or Principal Contractor. Monitor and report on the cost implications of changes made during the design development stage. |
| 5. | In collaboration with the Consultant team prepare a master programme for the pre contract and post contract phases of the works. Programme to include key project milestones and reporting dates as agreed with the Client. Update the master programme periodically as required by the Client. |
| 6. | Assist in the preparation of scheme cost documentation to support any submission by the client to funding agencies or stakeholders. |
| 7. | Preparation and administration of a project risk register from project inception and review at each project meeting in a form agreed with the Client. |
| 8. | Advise the Client on tendering procedures and contract options to achieve the project objectives based on parameters provided by the Client. |
| 9. | Advise on suitable tenderers for the Building Contract in line with the ICN framework procedures. Prepare recommendations for the Client’s approval. |
| 10. | Coordinate with Designers and the Client to develop and obtain tender drawings in accordance with ICN framework requirements. Collate, format and finalise all tender drawings and specifications in preparation for the procurement process. |
| 11. | Advise the Client on any potential risks associated with the Party Wall Act 1996 and potential requirement for the Client to appoint a Party Wall Surveyor. |
| 12. | Issue tender documents to the relevant ICN framework lot, respond to all queries and clarifications throughout the tender period. Organise and attend pre and post tender interviews (where required). Attend and record tender openings where required. |
| 13. | Check, analyse and appraise tenders submitted and negotiate on behalf of the Client with the selected Building Contractor as necessary. Negotiate and evaluate the Contract Sum with the appointed Building Contractor including detailed analysis of the Contractor’s Proposals having regard to the award criteria in the ICN Framework Agreement. |
| 14. | Analyse the Contractor’s Proposals and make recommendations to the Client with respect to the detail provided and specifically any qualifications or variances from the Employer’s Requirements requiring prior Client agreement. Prepare and complete the Contractor’s Proposals Checklist. |
| 15. | Provide a Value for Money / Tender Report as appropriate. Reports must include relevant cost benchmarking of the tender sum against both ICN and other non-ICN relevant and comparable schemes to demonstrate value for money. Reference to BCIS tender price inflation data is required. The Value for Money / Tender Report must, as a minimum, provide all information required for internal and external reporting as set out in the template included at Appendix 1 herein. |
| 16. | Prepare and issue the Building Contract, including agreeing with the Principal Contractor any amendments necessary to the Employer’s Requirements and the Contractor’s Proposals and ensuring these changes are fully documented and agreed by the Client. Ensure all Building Contract documentation is checked for compliance prior to issue of final contracts for engrossment and dating. |
| 17. | Complete the ICN Scheme Cost Analysis form to clarify the elemental breakdown of costs (appendix 2). |
| 18. | Provide general advice as necessary to assist the Client and project team in developing solutions that meet the project objectives. |

**Post Contract Services**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Confirm possession of the site has passed to the Principal Contractor on the due date. Check and obtain evidence that all requirements of the Building Contract such as project and contractor insurances, collateral warranties, performance bonds, parent company guarantees, building guarantees, and Contractor insolvency cover are in place together with all statutory approvals. Advise the Client regarding any withholding of payments under the terms of the Building Contract due to non provision by the Principal Contractor of information required under the contract. |
| 2. | Co-operate with the appointed Principal Designer to ensure all Health & Safety Executive and ICN requirements under current CDM requirements are met. |
| 3. | To convene and chair all site progress meetings [required monthly as a minimum or as otherwise agreed with the Client] and other meetings as required by scheme demands. Record decisions at meetings and distribute meeting minutes and actions within 7 working days. Obtain and distribute copies of all information and schedules / reports submitted by the Principal Contractor within their Contractor’s Report. |
| 4. | Consult with the Client prior to certifying and instructing contract variations providing information relating to the financial and programme implications of the change. Issue all Employer’s Instructions as necessary and within the required timescales of the contract. |
| 5. | Carry out regular inspection of the works to see that progress generally is being maintained [note: supervisory inspection (Clerk of Works) duties are excluded]. Fortnightly attendance on site is required as a minimum. |
| 6. | Agree and co-ordinate with the Contractor and Client a system for issue and approval of all required construction drawings and documentation (Contractor’s Design Submission Procedure). Ensure all project information and Contractor request for information (RFI’s) are issued promptly and allow appropriate timescales for approval by the Client in accordance with the Building Contract. Provide a Monthly Progress Report to the Client on an agreed date which includes all required information for internal and external Client reporting. The Monthly Progress Report must as a minimum provide the information as set out in the template included at Appendix 3 herein. |
| 7. | To provide with the Monthly Progress Report, for single tenure schemes, an original and revised monthly nett cashflow forecast for the project based on the agreed contract sum and contract programme. The cashflow forecast is to be provided in a format as set out in Appendix 3 and must include build costs split between works and fees (contractor on-costs). |
| 8. | To provide with the Monthly Progress Report, for multi tenure schemes [upon request], an original and revised monthly nett cashflow forecast for the project based on the agreed contract sum and contract programme. The cashflow forecast is to be split by tenure based on a calculation of actual build costs for each tenure and, for each tenure provided in a format as set out in Appendix 3 including costs split between works and fees (contractor on-costs). |
| 9. | To undertake periodic valuations of the works as required by the Building Contract and agree with the Contractor the amount due for payment to the Contractor under the Contract and retentions to be withheld and certify and issue all required Payment Notices. Advise the Client in respect of any withholding of sums applicable under the contract, including liquidated and ascertained damages, and the issue of any appropriate Pay Less Notices with required timescales and Contract Procedures. |
| 10. | Consider all claims made by the Principal Contractor for extensions of time and/or loss and expense under the terms of the contract (and with reference to ICN Framework contract amendments). Advise the Client in respect of the contractual position and prepare an Extension of Time report including information as set out in the template included at Appendix 4 herein as required by the Client. |
| 11. | Coordinate the preparation of Information Required Schedules identifying dates for issue of design information requiring Client input and approval. Review all products and negotiate on the Client’s behalf as required to achieve the Employer’s Requirements. |
| 12. | To agree with the Employers representative / Clerk of Works the required timescales for snagging of works and standards for accepting completion of all properties and attend any relevant mock up inspections and benchmark snagging. |
| 13. | Check the Contractor complies with all procedural and notice periods as stated in the Employer’s Requirements and provides notification of handover dates to the Client (i.e. 28 day notice of programmed NHBC/LABC certification dates). |
| 14. | Provide and prepare signed schedules confirming the receipt of all reports, certificates and contract documentation required at Practical Completion (including key schedules, meter readings and references, Home User Guides). Check that all handover information has been submitted in the required format to the Client. Check that all information has been uploaded electronically by the Contractor to the Client’s Information Management System (as required). |
| 15. | Co-ordinate and attend completion meetings (including phased completions and agreement with the Contractor to take Partial Possession of the site or buildings). Issue the Practical Completion Statement or Partial Possession as required including compilation of any outstanding snagging defects at completion. |
| 16. | Negotiate and agree the Final Statement submitted by the Contractor or prepare and issue the Employer’s Final Statement as required under the terms of the contract and report to the Client accordingly. |
| 17. | Monitor the making good of defects by the Principal Contractor in accordance with the Building Contract throughout the Rectification Period. Advise on the process for arranging direct rectification by the Client and withholding of retention monies under the contract if required due to the non performance by the Contractor under the terms of the Contract. |
| 18. | At the end of the Rectification Period, attend end of defects inspections with the Client, Clerk of Works and Contractor (access to all properties to be arranged in advance by the Client). Assist the Client / Clerk of Works in carrying out inspections as required. Following the inspections the Employer’s Agent is to obtain the notes or list of items from the inspection from the Client / Clerk of Works. The Employer’s Agent is to then format and type up the final schedule of defects and formally issue the schedule(s) to the Principal Contractor. The Employer’s Agent must keep a record of all schedule of defects issued to the Contractor following final inspections for a minimum period of 12 months after the end of the Rectification Period together with confirmation from the Client of any properties where access was unable to be obtained by the Client to prepare a schedule of defects for the Principal Contractor. |
| 19. | Issue the Notice of Completion of Making Good and certify the final valuation and release of retentions. |
| 20. | Chair a post completion project workshop with the Client and Principal Contractor for the purpose of continuous learning and improvement in line with ICN’s aims and objectives. Ensure relevant KPI data is provided as required. |

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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**Appendix 1**

**Value for Money (VFM) / Tender Report –Standard Template**

The Consultant’s Tender / VFM Report should cover the following matters as required for issue to for the Client for approval (amended to suit the project):

**CONTENTS**

**1) Introduction**

* Project background
* Name of Contractor / Architect / Engineer / Principal Designer (full directory not required)
* Summary details of the scheme including mix and tenure
* Summary of selected procurement route (negotiated or tender)

**2) Key Contract Information**

* Form of Contract
* Contract period
* Date of possession
* Date for completion
* Liquidated and Ascertained Damages / week
* Insurance of Works
* Payment periods
* Rectification Period
* Performance Bond, Parent Company Guarantee Contractor Insolvency cover provision
* Building Warranty provider
* Retentions

**3) Tendering procedure**

To include commentary on

* Tender list
* Tender documentation issued / survey information
* Basis of tenders issued and procurement route (inc details of negotiated routes on/off framework)
* Submission date / tender valid until date
* PD appointment / principal contractor competency / F10 status

**4) Current Tendering Climate.**

* Commentary on recent tenders, BCIS inflation forecast etc

**5) Evaluation of tender offer**

Detailed analysis of tender costs including comments on:

* Contractor’s tender sum analysis
* Process of negotiations where required
* Comparison with estimate / cost plan / budget
* Value for money including commentary and data on:
* Costs per unit and £/m2
* Distribution of costs by element %
* Benchmarking analysis against ICN schemes and other relevant and comparable cost data available (i.e. BCIS index, other RP projects)
* Provisional Sums
* Preliminaries costs / OH&P / fees and charges
* Summary / commentary on abnormal cost elements
* Comparison with budget cost plan / pre-tender estimate
* Tender qualifications / clarifications and client risks

|  |  |
| --- | --- |
| **Build Cost** | **£/m²** |
| This scheme construction cost/m² (excluding site abnormals) |  |
| This scheme abnormal costs /m² |  |
| For non Framework contractors:  ICN average tender/m2 for equivalent lot. |  |
| For Framework contractors:  This contractor’s ICN tender/m2 (excluding site abnormals) |  |

**6) Tender Offer**

To include:

* Split of Construction/Contractor On-costs to comply with Homes England(HE) cost reporting requirements. A copy of the following table populated with the breakdown of Total Works Costs to be included with the Tender / VFM Report.

*NB: If for a mixed tenure scheme contractors tender costs are split by tenure or HE grant is to be claimed in phases the consultant is to agree approach to split of costs for reporting with the Client.*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **IMS Capital Cost**  **Element** | **Houses (Rental)** | **House (Shared Ownership)** | **Apartments (Rental)** | **Apartments (Shared Ownership)** | **Total** |
|  | **£** | **£** | **£** | **£** | **£** |
| **Main works costs** |  |  |  |  |  |
| Superstructure |  |  |  |  |  |
| Substructure |  |  |  |  |  |
| **Supplementary works costs** |  |  |  |  |  |
| Facilitating works |  |  |  |  |  |
| Finishes |  |  |  |  |  |
| Fittings, furnishings and equipment |  |  |  |  |  |
| Services |  |  |  |  |  |
| Prefabricated Buildings and building units |  |  |  |  |  |
| Works to existing building |  |  |  |  |  |
| External works |  |  |  |  |  |
| **Associated Works Costs** |  |  |  |  |  |
| Main Contractor’s Preliminaries |  |  |  |  |  |
| Main Contractor’s Overheads |  |  |  |  |  |
| Main Contractor’s Profit |  |  |  |  |  |
| Risk (Client contingencies) |  |  |  |  |  |
| **On Costs\*** |  |  |  |  |  |
| Contractors Project/Design Team Fees |  |  |  |  |  |
| **Total Works Costs (A)** |  |  |  |  |  |
| Other development / Project costs (excluding land acquisition) **(B)** | Client to include | | | | |
| **Total Scheme Costs (TSC) (A+B)** |  |  |  |  |  |

*\*Contractor On-Costs: The HE definition of Contractor on cost items to be split from the works costs element are:*

* *Consultant design fees (where incurred by the contractor under a D&B contract)*
* *Legal fees, disbursements and expenses*
* *Fees for building control and planning permission*
* *Fees and charges associated with the Agency’s requirements relating to the energy rating of dwellings*
* *In-house or external consultant fees, disbursement and expenses (where incurred by the contractor under a D&B contract)*
* *Insurance premiums including building warranty and defects / liability insurance (except contract insurance included in the works costs)*
* *Contract performance bond premiums*

**7) Tender Compliance**

To include commentary on:

* Contractors Proposals (detail of compliance with Employer’s Requirements)
* Confirmation via architect/contractor the scheme complies with all client design standards a
* Homes England Capital Costs Business Rules Compliance

|  |  |
| --- | --- |
| **HE Business Rule** | **Actual % & comments on variation** |
| (2) Main works costs are expected to be at least 60% of the total works costs |  |
| (3) The combined costs for infrastructure, abnormals & S.106 costs are not expected to be more than 30% of the total works costs |  |
| (4) Associated works costs are not expected to be greater than 20% of the total works cost |  |

* Comments on any areas of non-compliance
* Contractor’s Proposals Checklist

**8) Summary and Recommendations**

To include:

* Recommendations for acceptance based on the agreed contract sum representing good value for money
* Accepted Contract Sum
* Identified client risks

**Documents to be attached to report as appendices:**

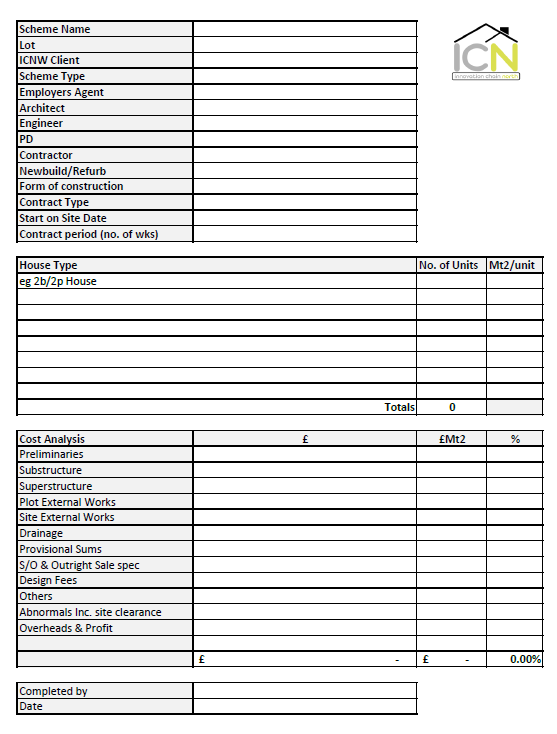
* Contract Sum Analysis
* Contractor’s Proposals Checklist

***Report to be Signed and Dated by Consultant***

*NB:*

*The above template is for guidance only and represents the minimum information required in a consultants’ Tender Report / Value for Money Report (on negotiated acquisition). It is not intended to be exhaustive and will be dependent on the complexity of individual projects and information requirements required by the Client.*

**Appendix 2**

**Scheme Cost Analysis Form** 

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**Appendix 3**

**Monthly Progress Report and Cashflow Forecast – Standard Template**

The following information / report are to be provided by the Employer’s Agent and submitted with the updated Cashflow Forecast with each monthly Notice of Payment.

**CONTENTS**

1. **Contract Details**

* Scheme Name
* Contractor
* Employer
* Form of Contract
* Contract Sum
* L&A Damages (£p/week)
* Contract Date of Possession
* Contract Completion Date
* Contact Period
* Extension of Time granted
* Revised Contract Completion Date
* Forecast Completion Date

1. **Contract Progress Report**

* Works Progress versus Contract Programme
* Original vs current cashflow
* Extensions of Time granted / submitted
* Key Risks to Progress / Completion
* 28 day notices due / issued for handover
* Partial Possession of units / phased handover dates
* Other relevant matters from the Contractor’s Report
* Information required

*Programme Status:* ***[GREEN = no change to contract PC date]***

***[AMBER = 1 - 4 weeks delay to Forecast PC date] [RED = 5+ weeks delay to Forecast PC date]***

1. **Monthly Financial Statement**

Valuations:

* Date of Latest Valuation
* Valuation Number
* Contract Sum:
* Gross value of work certified to date: ₤………………………
* Anticipated Final Account: ₤………………………
* Remaining balance due to certify: ₤………………………

1. Financial Summary

Contract Sum ₤………

Add Omit

Employer’s Agent Instructions ₤……… ₤………

Anticipated Instructions ₤……… ₤………

Adjustment of Provisional Sums ₤……… ₤………

Other / loss and expense ₤……… ₤………

**Anticipated Final Account**  ₤………

*Anticipated Variance to Contract Sum (£) ₤………*

*Anticipated Variance to Contract Sum (%)* ...……%

*Financial Status:* ***[GREEN = no variance to Contract Sum]***

***[AMBER = <3% variance to Contract Sum]***

***[RED = >3% variance to Contract Sum]***

1. Employer’s Agent Instructions

Schedule of Employer’s Agent Instructions / Costs – c/f to Summary

1. Anticipated Variations

Schedule of Anticipated Variations / Estimated Costs – c/f to Summary

1. Adjustment of Provisional Sums

Schedule of Adjustment to Provisional Sums – c/f to Summary

**Appendices to the Monthly Progress Report**

1. Latest Notice of Payment
2. Monthly Nett Cashflow Forecast – [refer to template]

**Requirements each month for project reporting:**

1. *Updated nett monthly cashflow forecast split by Works and Contractor on-costs (and tenure if relevant)*
2. *Variance between original vs current nett monthly cashflow forecast*

We certify that no variations have been authorised to date without the knowledge and written approval of the Association.

Signed and Dated: ………………………………………………grteat

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**Appendix 4**

**Extension of Time Claim Report – Standard Template**

1. **Scheme Name**
2. **Project Team**
3. **Scheme Background**
4. **Contract Data**
   1. Contract Commencement Date
   2. Contract Completion Date
   3. Contract Period
   4. Contract Liquidated and Ascertained Damages
   5. Sectional Completion
5. **Extension of Time Claim**
   1. Date Notified of Delay
   2. Extension of Time Requested (weeks)
   3. Forecast revised completion date
6. **Contractual Position (Relevant Events, Contract Clause 2.26)**

*2.26.1 - Changes to the works*

*2.26.2 - Employer’s instructions*

*2.26.3 - Deferment of possession*

*2.26.4 - Antiquities*

*2.26.5 - Suspension by the Contractor*

*2.26.6 - Default by Employer*

*2.26.7 - Statutory Undertaker’s non-performance*

*2.26.8 - Exceptionally adverse weather*

*2.26.9 - Specified Perils*

*2.26.10 - Terrorism*

*2.26.11 - Strikes*

*2.26.12 - Statutory powers after the Base Date*

*2.26.13 - Delay in receipt of permission or approval of statutory body*

*2.26.14 - Force majeure*

1. **Substantiation of Extension of T**i**me Claim**
2. **Other Causes of Delay (Non Relevant Events) i.e.**
   1. Discharge of Planning Conditions
   2. Shortage of Labour Resources / Building Materials
3. **Effect of Delays / Mitigation**
4. **Loss and Expense Entitlement**
   1. Relevant Matters, Clause 4.21
5. **Extension of Time Recommendation**
6. **Liquidated and Ascertained Damages entitled to be Charged**

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**SERVICE BRIEF – LOT C1b 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)**

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|  | **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**