**(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 C5 (West/East)** – Clerk of Works 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 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 12.3.2). |
| **Fee Payment Schedule** | The Fee Payment Schedule is as follows:   |  | | --- | | i.            10% upon completion of design stage services | | ii.            85% at quarterly instalments throughout the contract period | | iii.           5% upon completion of post handover services | |
| **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.]



**SERVICE BRIEF – LOT C5 CLERK OF WORKS SERVICES**

**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 a Clerk of Works in relation to quality control of works being undertaken on site, to the Client’s reasonable satisfaction.

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.

Membership of one of the following bodies is essential:

* Institute of Clerk of Works
* Institute of Building Control Services
* Royal Institute of Chartered Surveyors
* Chartered Institute of Building

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

**Design Stage**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Attend and contribute to the design team meetings as required or provide adequate notice and written comments on design/specification matters if unable to attend. For pricing purposes, assume 3 meetings. |
| 2. | Advise on material specification and component choices with regard to the Employer’s Requirements and equivalent products available on the market. |
| 3. | Advise on ‘buildability’ and practical solutions during design evolution to support decision making and achieving best value for the project. |
| 4. | Advise on the whole life cost impacts of material, component and detailing solutions. |
| 5. | Review all drawings, construction details and specification issued and comment on the same. |

**Construction Stage**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Attend site as appropriate to carry out duties, a minimum of twice weekly. |
| 2. | Issue a weekly report using the Client’s agreed format detailing progress and quality control on site (see appendix 1). |
| 3. | Assume responsibility for quality control throughout the build programme, including workmanship and materials. |
| 4. | Attendance at monthly site meetings and presentation of the latest Clerk of Works report on progress and quality control for discussion. |
| 5. | Embed into the site team, maintain open communication lines and strong working relationships with the Principal Contractor, Design Team and Client. |
| 6. | Review all drawings and construction details. Inform the Client of any areas of concern within 24 hours. |
| 7. | Advise on and approve the technical specification and material sample choices in liaison with the Client, Principal Contractor and design team. |
| 8. | Ensure adherence with the contract specification, including adherence to the provision of product specification data and warranties required by the Client. Discuss any deviances from the contract specification with the Principal Contractor, Design Team and Client. |
| 9. | Monitor progress against the Contract Programme and highlight any observations which suggest construction works are not aligned with the Programme. Any concern about delay to be flagged to the Client with immediate effect. |
| 10. | Review and advise the Client on compliance with all statutory requirements. |
| 11. | Respond to all queries as appropriate. Resolution to urgent matters to be sought within 24 hours. |
| 12. | Monitor Health and Safety on site and inform the client and Principal Contractor of any concerns. |

**Handover Stage**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Advise acceptance of 28, 14 and 7 day notices, Handover/PC from the Principal Contractor. |
| 2. | Agree and monitor expectations for quality of finish with the Principal Contractor. |
| 3. | Undertake snagging inspections and provide defect snag lists to the Principal Contractor, the client and the lead consultant in the agreed manner at the 14 day notice. Any concerns to be highlighted with the Client. |
| 4. | Undertake back check of the defect snag lists, passing the outcome to the Principal Contractor in the agreed manner at the 7 day notice. Any concerns to be highlighted with the Client (including items remaining from Back check). |
| 5. | Attend handover, carry out a final inspection of the build and confirm the home is suitable for handover. Provide lists of any outstanding snags, information or warranties to the Project Team. |
| 6. | Assist in completing the relevant Key Performance Indicators relating to the Principal Contractor’s performance. |

**Post handover**

|  |  |
| --- | --- |
|  | **Description of Services** |
| 1. | Attend site, at the Client’s request, to review repairs and defects throughout the 12 month defect liability period. |
| 2. | Return to site at an appropriate time to carry out end of defects inspections with the client and provide a written record of the defects reported for circulation to the project team. |
| 3. | Provide feedback following end of defect inspections on any components, design or specification solutions that have performed well or been defective and problematic. |
| 4. | Attend and contribute to the post contract review meeting. |

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 1**



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

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