

Specimen letter [to a contractor client]

Italicised entries are project-specific

Dear M

New project

We write to confirm that you have asked us *to join your team preparing a tender submission for this design and build project* and to confirm the terms of our appointment.

You have provided an outline of your requirements and a *copy of the tender documents* and asked us *to carry out feasibility studies for the project in particular to identify solutions (a) suitable for a development adjoining the conservation area and (b) which will minimise energy usage; and subsequently to develop the preferred solution sufficient for the purposes of the tender submission.*

For the above services to be provided effectively, you have agreed *we shall act as lead designer and you will obtain structural and building services designs and cost advice to assist us. We understand that a measured survey of the site, the existing services and the ground conditions [is available] [will be made available].*

Performance of our services will be carried out *[for a lump sum fee of £....] [on a time charge basis]*. If other preliminary services are required these will be charged *[additionally]* on a time basis. Time based services are charged at the following rates:

Principal £ ... *per hour* *Senior Architect* £ ... *per hour [etc.]*

These preliminary charges include for out-of-pocket expenses but exclude special presentation material and any disbursements made on your behalf. An invoice will be submitted on completion of our preliminary services. VAT [is] [is not] chargeable on the net value of our fees and expenses.

We will perform the preliminary services in accordance with RIBA form of appointment [SFA] [CE], a copy of which is enclosed, subject to the following:

- ... per cent of our fees will become payable on *the date set for the tender submission;*
- *the remaining ... per cent will become payable on acceptance by the building owner of the submission;*
- additional fees shall be paid for any services provided after submission and prior to further appointment;
- fees shall be due whether or not the project proceeds;

If we are not appointed to perform further services, a premium payment of £ ..., which incorporates the licence fee for the copy and use of our design, shall become payable whether or not the design is adopted as the basis for the project.

It is a condition of this offer that RIBA Form [SFA] [CE] *with amendment DB2 for Contractor Proposals* is also the basis for the further services required (*Work Stages CP - J, D, E, F, K and L*) to complete the project for which our further fees will amount in total to W per cent of the construction cost. Additionally, out of pocket expenses, including printing, reproduction and travelling costs will be charged [*at net cost plus ... per cent handling charge*] [*by the addition of ... per cent to of the gross fees payable*]. *Special presentation material and any disbursements made on your behalf will be charged at net cost plus ... per cent.*

If these terms are acceptable, please sign the enclosed copy of this letter and return it to us. We shall then be in a position to start work. We are looking forward to working with you on this project.

Yours faithfully

The architect

I/We confirm that [*the architect*] is to proceed with the preliminary services as set out above.

Signature for contractor client

00 Month 200X [date]

Roland Phillips, RIBA Journal Practice pages, June 2001