

## Appendix 3.7.3

# DESIGN STATEMENTS AND NEW ZEALAND INSTITUTE OF ARCHITECTS PROJECT STAGES & FEE ESTIMATES

## 1.0 Design Statements and NZIA Project Stages

The information requirements to support a Design Statement are derived from the deliverables that would be reasonably expected to be provided by a competent designer to their client in the provision of a professional level of service as defined by the New Zealand Institute of Architects (NZIA) schedule of services.

The NZIA sets out a series of clear stages within its standard contract for the delivery of architectural services (NZIA AAS 2011 form of agreement). The table below sets out these stages, with the stages necessary for resource consent approval highlighted in green.

The table also maps the NZIA's suggested fee (as a percentage of the total fee) for each stage, and maps on the Design Statement outputs which would be expected to be delivered as the outcome of the stage.

NZIA Contract Stages		NZIA client guide Stages	Design Statement Outputs	Stage Fees (as a % of total fees)
1.	Pre-Design	Briefing	Context Analysis Opportunities & Constraints	2-10%
2.	Concept Design		Concept Design	-
3.	Preliminary Design		(Pre-app meeting )	4-18%
4.	Developed Design		Design Response	5-20%
<b>Resource Consent Approval</b>				
5.	Detailed Design & Documentation	Planning approval Detailed Design Building Consent		30-50%
6.	Procurement			1-20%
7.	Administration of Contract Works	Contract Administration Project Observation Completion		5-33%

The table demonstrates that the first 4 stages are required to enable the submission of a resource consent application. This would typically entail fees of 9% - 48% of the total architectural fee cost, up to resource consent stage depending on the complexity of the project, extent of engagement with client, stakeholders and the local statutory authority etc.

## 2.0 Comparison of NZIA Project Stages with Fee Estimates

Fee estimates were sought from architectural design practitioners with appropriate professional qualifications, providing the required level of service as set out by the New Zealand Institute of Architects (NZIA), on the basis of the following project details;

**219 m<sup>2</sup>** The average house size for new housing in New Zealand (2011).

Source : Statistics NZ commissioned data analysis for BRANZ, 2011.

**\$1648 m<sup>2</sup>** Mid-range speculative single house construction cost

Source : Department for Building & Housing<sup>1</sup>

**\$360,912** Total Construction Cost

The average architectural services fee proposal was \$36,000 (or approximately 10% of the total construction cost). This figure is corroborated by the NZIA indicative fee scale which also suggests a fee of approximately 10%<sup>2</sup> for this scale of building.

The three received fee estimates, up to planning approval, approximated a cost of 25-30% of the total fee, or 2.5-3% of the total construction cost for design services. This corroborates with the NZIA's guidance above for between 9-48% of the total fee, which provides a median of 30% to resource consent stage.

This provides a fee range of \$9,000 - \$13,500 for architectural services up to resource consent stage. This fee would include provision for of all the drawings required by a design statement.

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<sup>1</sup> <http://www.dbh.govt.nz/bofficials-estimated-building-costs>

<sup>2</sup> NZIA Guide to Architect's Services. Fee as a percentage of the final cost of the contract works for core services as per NZIA 2007 1<sup>st</sup> Edition.

## Purpose

NZIA AAS 2011 has been prepared by the **New Zealand Institute of Architects** to provide a balanced and insurable agreement between the Client who requires architectural services and the Architect who provides such services.

This agreement is part of a suite of documents aimed at clearly defining the scope of the Client's project, confirming the range of services that the Architect can competently provide to the Client, and reaching an understanding as to a fair remuneration for these services.

NZIA AAS 2011 defines the responsibilities of the Client and the Architect. It provides a framework for the implementation and delivery of a successful project.

The Client is encouraged to ask the Architect or seek independent advice about anything that is not immediately clear, and to use the checklists provided so that everything relevant to the agreement is properly considered.

## Acknowledgements

The NZIA acknowledges the work of its members, Barry Dacombe, Norrie Johnson and Brendan Rawson.

We also acknowledge the significant involvement of John Bierre and Rob Hay, Partners in the law firm, Morgan Coakle.

## For further information

The Agreement for Architects Services NZIA AAS 2011 is published by the NZIA. You can obtain further information from:

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## Schedule **A**      **Contract Agreement**

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### **1. This agreement is for**

Project:                ~  
                              *Project*

Location:             ~  
                              *Physical address of Site of the Project*

### **2. This agreement is between the**

Client:                ~  
                              *Client*

and the

Architect:            ~  
                              *Company / Practice*

### **3. For the sum of**

Architect's Fee:     \$~  
                              *(Excluding Goods and Services Tax)*

~  
                              *words (Excluding Goods and Services Tax)*

This Fee is made up as follows:

- \$~.00 for lump sum amounts
- \$~.00 as a calculated anticipated fee for percentage based fees
- \$~.00 as an estimate fee for time charge services
- \$~.00 as an estimate for reimbursable expenses

### **4. The following schedules form part of this agreement**

- A Contract Agreement
- B1 Specific conditions of Agreement
- B2 Special conditions of Agreement
- C Project
- D Services
  - D1 Pre-design Services
  - D2 Concept Services
  - D3 Preliminary Design Services
  - D4 Developed Design Services
  - D5 Detailed Design and Documentation Services
  - D6 Procurement Services
  - D7 Administration of the Contract Works
  - D7 Observation of the Contract Works
  - D8 Additional services
- E Fees

- F1 Sub-Consultants
- F2 Separate Consultants
- G Reimbursable Expenses

**5. Other Documents**

The following documents are attached, and shall be read as part of this Agreement:

~

**6. Signed by**

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
*On behalf of Client*

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
*On behalf of Architect*

Reference Copy

Schedule **B1** **Specific conditions of Agreement**

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**1. Client details**

Name: ~  
Street address: ~  
Postal address: ~  
Telephone: ~  
Email: ~

Represented by: ~  
Mobile: ~

**2. Architect details**

Company/practice: ~  
Street address: ~  
Postal address: ~  
Telephone: ~  
Email: ~

Represented by: ~  
Mobile: ~

**3. Professional indemnity liability** (clause 3.1.7)

Amount: \$250,000.00, or five times the fee, or the Professional Indemnity Insurance cover available to the Architect, whichever is the lesser.

1. ~

~

Reference copy

**1. Scope**

As at the time of this agreement, the scope of the project was as follows:

~

**2. Programme**

As at the time of this agreement, the programme was as follows. Unless specifically stated, the dates and times allowed in this programme are indicative only. The programme may require review and updating at the start of each stage of the work

<u>Date/Duration</u>	<u>Activity</u>
	Agree Architects services and commence work
<b>Pre-design services</b>	
~	Commence pre-design services
Working Days	Carry out required pre-design services
~	Date for completion of pre-design services
<b>Concept</b>	
~	Commence concept design
Working Days	Carry out required concept design
~	Date for completion of pre-design
<b>Preliminary design services</b>	
~	Commence preliminary design
~ Working Days	Carry out required preliminary design
~	Date for completion of preliminary design
~ Working Days	Client review of preliminary design
<b>Developed design services</b>	
~	Commence developed design
~ Working Days	Carry out required developed design
~	Date for completion of developed design
~ Working Days	Client review of developed design
~	Apply for Resource Consent
<b>Detailed design and documentation</b>	
~	Commence detailed design and documentation
~ Working Days	Carry out required detailed design and documentation
~	Date for completion of detailed design and documentation
~ Working Days	Client review of detailed design and documentation
~	Apply for Building Consent
<b>Procurement</b>	
~	Documents issued for tender
~ Working Days	Period for tenderers to prepare and submit tender
~	Date for submission of tender



- ~ Working Days      Period for tender review and negation
- ~                      Award contract for construction of the work

**Contract administration and observation**

- ~                      Date for possession of the site
- ~ Working Days      Period for contractor to achieve practical completion
- ~                      Date for contractor to achieve practical completion
- ~ Months              Defects liability period
- ~                      Date for final completion

**3. Cost**

As at the time of this agreement, the project cost/budget was:

\$~.00

This project cost/budget is exclusive of

- Goods and Services Tax
- Other consultants fees
- Territorial Authority charges including Resource and Building Consent Charges

## Schedule **D** **Services**

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In circumstances where Services agreed for the Project are limited or reduced, or are varied by later agreement, or the Agreement is ended, the liability of the Architect is reduced accordingly.

Tasks shown as undertaken by the Architect may include the services of the Architect's Sub-Consultants.

Tasks shown as undertaken by the Client may include the services of a Client's project manager or other Separate Consultants.

Tasks shown as undertaken by the Client's Separate Consultants will require coordination and integration services by the Architect.

Fill in who is providing the Services, the Architect, or Client or a Separate Consultant.

# Schedule D1 Pre-design Services

## Services

## Provided by:

Execute this Agreement

Architect/Client

Assist client in Site selection

Consult with Building Consent Authorities

Prepare bulk, location and/or feasibility studies

Supply/ obtain deposited plan and certificate of title

Identify easements and covenants affecting the Site

Supply/obtain land information memorandum (LIM)

Supply/undertake topographical survey

Supply/undertake geotechnical survey

Supply/undertake survey of existing buildings

Supply/undertake survey of existing services

Prepare statement of brief for client

Prepare space schematics / flow diagrams

Prepare preliminary programme

Form brief

Provide evidence of professional indemnity insurances to client

Bulk and location studies and area schedule

Client approval to proceed to next stage

Client

## **Deliverables**

Deposited plan and certificate of title

Land information memorandum

Survey of existing buildings and / or services

Topographical survey

Geotechnical survey

Project brief

Client sign off

## Schedule **D2** **Concept Services**

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<u>Services</u>	<u>Provided by:</u>
Reconfirm extent of brief	Architect
Consult with territorial / building consent authorities	
Review site and site services information	
Prepare concept design drawings and/or report	Architect
Update project timeline	Architect
Advise client of other consultants inputs	
Provide evidence of Architect and Sub-Consultant professional indemnity insurances	
Obtain an opinion of likely planning delivery	
Advise procurement options	Architect
Produce rough estimate of cost by quantity surveyor	
Client approval to proceed to next stage	

### **Deliverables**

Confirm scope of brief
Concept design drawings/ report
Estimate of cost
Client advised of constraints and assumptions
Update Programme
Secondary or Sub-Consultants identified and engaged
Client sign off

## Schedule **D3** Preliminary Design Services

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### Services

### Provided by:

Consult with building consent authority	
Prepare preliminary design	Architect
Consider options for sustainable design	
Outline selection of materials	
Prepare outline specification	
Identify Sub-Consultants and/or Separate Consultants and their scope of work	Architect
Obtain evidence of insurance carried by such consultants	
Prepare and lodge application for PIM	
Update, refine and report on Project time-line	Architect
Review planning delivery	
Obtain rough estimate of cost by quantity surveyor	Architect
Client approval to proceed to next stage	Client

### **Deliverables**

Preliminary design drawings and report

Outline specification

Rough estimate of cost

Secondary Consultants engaged

Programme

Project information memorandum

Client sign off

## Schedule **D4** Developed Design Services

### Services

### Provided by:

Consult with building consent authorities	
Consult with urban design panel	
Refine design to the stage from which detailed design drawings, consent application documents, and contract documents can be prepared.	Architect
Apply for resource consent	
Prepare schedule of accommodation and circulation areas	Architect
Prepare design drawings, sketches, interior and exterior	Architect
Prepare or update outline specification of materials and finishes	Architect
Coordinate and integrate input of structural engineers	Architect
Coordinate and integrate input of services engineers	Architect
Coordinate and integrate input of other Sub-Consultants	Architect
Coordinate and integrate input of Separate Consultants	Architect
Advise on appropriate procurement options and contract type e.g. NZIA SCC or other	Architect
Pro forma to client re Insurances and liquidated damages	
Update cost estimate	Architect
Update programme	Architect
Prepare developed design report	
Advertise expression of interest to tender; <i>or</i> select tenderers and invite to tender	
Client approval to proceed to next stage	Client

### **Deliverables**

Developed design including other consultants information

Floor plans, elevations and sections to scale

Perspective sketches/ Sketches of critical details

Schedule information

Outline specification of materials/ finishes/ components

Cost estimate

Programme

Resource consent

Project insurance requirements

Tenderer short list

Client sign off

## Schedule **D5** Detailed Design and Documentation Services

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<u>Services</u>	<u>Provided by</u>
Consult with building consent authorities	
Prepare detailed documentation based on approved developed design	Architect
Prepare additional documentation in sufficient detail to enable an application for building consent to be lodged	Architect
Complete coordination of separate and/or Sub-Consultants detailed documentation	Architect
Update quantity surveyor cost estimate	Architect
Application for building consent lodged	
Update programme	Architect
Review procurement delivery with client	Architect
Obtain all information affecting preliminaries and general works	Architect
Issue invitation to tender for main tenderers	Architect
Client approval to proceed to next stage	Client

### **Deliverables**

Building consent  
Detailed design documentation  
Cost estimate  
Programme  
Tenderer short list  
Client sign off

## Schedule **D6** Procurement Services

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<u>Services</u>	<u>Provided by:</u>
Prepare procurement documents including conditions of contract and tender documents	Architect
Integrate insurances, bond, liquidated damages requirements	Architect
Integrate resource and building consent conditions	Architect
Identify any subcontractors/ suppliers and how their co-ordination will be achieved for tender	Architect
Identify spares, control standards, samples and insert items	Architect
Identify Special Conditions affecting tender and contract	Architect
Negotiate with Contractor if this means of procurement is chosen	
Call tenders	Architect
Evaluate and report upon tenders	Architect
Monitor during tender period and issue notice to tenderer's as received	Architect
Receive tenders	Architect
Check tenders for compliance with tender documents and any tags	Architect
Analyse tenders and report	Architect
Tender letter to client	Architect
Confirm Client's decision on selected contractor appointment	Architect
Notify selected contractor and unsuccessful tenderers	Architect
Prepare contract documents for signing by contractor and Client	Architect
Prepare construction set including negotiations and notice to tenderer's	Architect
Obtain contractor's projected cash-flow	
Review contractor's programme	
Client approval to proceed to next stage	Client

### **Deliverables**

Procurement documents  
Tender report  
Tender letter to Client  
Contract documents for signing  
Construction set  
Contractors programme  
Client sign off



## Schedule **D7** Administration of the Contract Works

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<u>Services</u>	<u>Provided by:</u>
Provide observation to level OL1, OL2, OL3, OL4	Architect
Obtain/assess Contractor's insurance/ bond confirmations	Architect
Establish and confirm lines of day to day communication the Architect and the Client between the Contractor	Architect
Convene regular site meetings. Issue agenda, take and prepare minutes	Architect
Agree on processes for the control/record of variations	Architect
Coordinate with Sub-Consultants and Separate Consultants for review of shop drawings and commissioning	Architect
Review, separate contractors and suppliers and their areas of work/ co-ordination	Architect
Review spares, samples, standards and prototypes required	Architect
Review shop drawings submitted by the contractor with the other consultants	Architect
Assess and certify payments to be made by the Client to the Contractor (progress and final)	Architect
Certify Practical Completion for the sections of the works	Architect
Certify Practical Completion for the whole of the works	Architect
Assess defects and issue defects notices	Architect
Receive warranties and guarantees provided by the Contractor	Architect
Receive as built drawings and manuals from contractors and issue to consultants for review	Architect
Assemble all items contemplated as a maintenance manual for the completed Project and pass to the client	Architect
Assemble documents and apply for a Certificate for Public Use on behalf of the client	Architect
Assemble documents and apply for Code Compliance Certificate on behalf of the client	Architect
Notify contractor of and inspect faults arising and observed during the Defects Liability Period	Architect
Issue Defects Liability Certificate	Architect

### **Deliverables**

Practical Completion Certificate  
 Certificate for Public Use  
 Code Compliance Certificate  
 Warranties and guarantees  
 As built drawings  
 Operating manuals

## Schedule **D7** **Observation of the Contract Works**

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*Observation is a critical part of the Architect's services, required to complement Site supervision undertaken on a continuous basis by the Contractor.*

*The Client and Architect agree that the frequency and extent of observation shall be as selected below.*

### **OL2 Periodic Site visits**

Appropriate for medium sized projects having limited levels of complexity, being undertaken by an experienced contractor who can be relied upon to:

- a) consistently deliver the same standard of work that has been observed and commented on by the Architect and accepted by the Client, and deliver a producer statement at the conclusion of the project

Services

Provided by

Periodic Site visits including:

Architect

Responding to Client enquiries.

Provide the contractor with technical commentary of the contract documents.

Review and comment on selected work procedures proposed by the contractor.

Check selected materials and components supplied to Site for compliance with contract documents.

Review representative samples of critical work.

Review and comment upon finished work as each critical work component is completed.

### **OL1 Intermittent Site visits**

Appropriate for smaller projects of a simple nature, being undertaken by an experienced Contractor who can be relied upon to:

- a) consistently deliver an acceptable standard of work, and
- b) deliver a producer statement at completion of the project

Services

Provided by

Intermittent Site visits including:

Architect

Responding to Client enquiries.

Provide the Contractor with technical interpretation of the contract documents.

Review and comment on work procedures proposed by the Contractor.

Check selected materials and components for compliance with the contract documents.

Review representative samples of critical work components.

Review and comment on Contractor's finished work

### **OL3 Regular Site visits**

Appropriate for larger and / or more complex projects where:

- a) risk of noncompliance with contract documents must be controlled.
- b) finishing of a high standard is required.

<u>Services</u>	<u>Provided by</u>
Regular Site visits including Maintain regular contact with Client. Review and comment on samples of each work procedure proposed by the Contractor. Check selected materials and components supplied to Site for compliance with contract documents. Review representative samples of each critical work component prior to closing-in/finishing. Review and comment upon finished works as each critical work component is completed.	Architect

#### **OL4 Constant Site visits**

Appropriate for major projects in terms of complexity and scale where :

- a) a) risk of noncompliance with contract documents must be controlled,
- b) finishing of a high standard is required,
- c) it is critical to minimise the consequences of failure / noncompliance.

<u>Services</u>	<u>Provided by</u>
Constant Site visits including: Maintain regular contact with Client. Maintain personnel on Site to continuously observe and monitor the works.	Architect
The Architect's site representative may also be tasked with administration as carried out by the architect.	Architect

## Schedule **D8** Additional services

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The following services fall outside the Architect's scope of Services as set out in Schedules D1 to D8. They may be required to support Services at any stage or all stages of the Project.

Where required, the additional services set out below may be undertaken fully by the Architect, the Architect's Sub-Consultants, the Client's project manager/ in-house advisors, and/or Separate Consultants, or they may be provided on a collaborative basis.

Any additional services shall be ordered in writing. The Architect shall be entitled to charge a reasonable fee for the same. Any additional services shall be provided subject to all of the terms and conditions of this Agreement.

Services

Provided by

Project management services to extent defined between Client and Architect

Project programming services

Building valuation/ life cycle cost analysis/ special cost estimate/ project financing services

Documentation for amendment consent or new consent where variations from original consent occur on Site

Urban planning/ town planning and related design services

Heritage/ conservation assessment and related design services

Specialist design services : transportation hubs, healthcare, education, community, sports facilities etc.

Integrated sustainable design services

Landscape design services

Interior design services

FF&E (furniture fixtures and equipment) design services

Way-finding/ graphics/ signage design services

Acoustic design services

Electrical / lighting engineering services

Communications/ audio visual/ IT engineering services

Heating/ air conditioning/ ventilation engineering services

Plumbing/ drainage engineering services

Structural/ structural façade engineering services

Fire engineering services

Schedule **E Fees**

**Fees for Architect's Services**

<u>Service</u>	<u>Fee Basis</u> <u>Lump sum/%/</u> <u>Time charge</u>	<u>Status/ Rate</u> <u>Fixed/ Estimated</u> <u>Calculated/</u>	<u>Amount</u>
Pre-design	Lump sum	Fixed	\$~.00
Concept	Time charge	Estimated	\$~.00
Preliminary design	1.25%	Calculated	\$~.00
Developed design	1.25%		\$~.00
Detailed design	4.00%		\$~.00
Procurement	0.50%		\$~.00
Contract administration	3.00%		\$~.00
Contract observation	Included above		\$~.00
Other services			
<b>Subtotal A</b>			<b>\$~.00</b>

**The following Sub-Consultants are included in the above**

Structural Engineer

Quantity Surveyor

**Plus the following Sub-Consultants**

	<u>Lump sum/ %/</u> <u>Time charge</u>	<u>Fixed/ Estimated</u> <u>Calculated</u>	<u>Amount</u>
Town planner			\$~.00
Geotechnical Engineer			\$~.00
Structural Engineer			\$~.00
Quantity Surveyor			\$~.00
Other			\$~.00
<b>Subtotal B</b>			<b>\$~.00</b>

**Plus a sum for reimbursable expenses**

Amount	Estimate	\$~.00
<b>Subtotal C</b>		<b>\$~.00</b>

<b>Architect's Fee excluding GST (A+B+C)</b>	<b>Total</b>	<b>\$~.00</b>
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**Notes**

Assumed Contract Price for calculating percentage fees	\$~.00
Lump sum amounts:	\$~.00
Calculated anticipated fee for percentage based fees:	\$~.00
Estimate for time charge services	\$~.00
Estimate for reimbursable expenses	\$~.00

## Schedule **F1** **Sub-Consultants**

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### **Sub-Consultants**

The following Sub-Consultants are required to provide services for this project. They are to be engaged by the Architect. They are included in the Architects fees.

#### **Licensed Cadastral Surveyor**

Company/Practice:~

Required for: ~

#### **Landscape Architect/Arborist**

Company/Practice:~

Required for: ~

#### **Planner**

Company/Practice:~

Required for: ~

#### **Geotechnical Engineer**

Company/Practice:~

Required for: ~

#### **Structural Engineer**

Company/Practice:~

Required for: ~

#### **Quantity Surveyor**

Company/Practice:~

Required for: ~

#### **Fire Engineer**

Company/Practice:~

Required for: ~

#### **Acoustics Consultant**

Company/Practice:~

Required for: ~

#### **Lighting Engineer**

Company/Practice:~

Required for: ~

#### **Interior Designer**

Company/Practice:~

Required for: ~

## Schedule **F2** **Separate Consultants**

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### **Separate consultants**

The following consultants are required to provide services for this project. They are to be engaged by the Client. They are not included in the Architects fees.

#### **Licensed Cadastral Surveyor**

Company/Practice:~

Required for: ~

#### **Landscape Architect/Arborist**

Company/Practice:~

Required for: ~

#### **Planner**

Company/Practice:~

Required for: ~

#### **Geotechnical Engineer**

Company/Practice:~

Required for: ~

#### **Structural Engineer**

Company/Practice:~

Required for: ~

#### **Quantity Surveyor**

Company/Practice:~

Required for: ~

#### **Fire Engineer**

Company/Practice:~

Required for: ~

#### **Acoustics Consultant**

Company/Practice:~

Required for: ~

#### **Lighting Engineer**

Company/Practice:~

Required for: ~

#### **Interior Designer**

Company/Practice:~

Required for: ~

## Schedule **G** Reimbursable Expenses

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	<u>Included to the extent of</u>	<u>Cost for additional copies/prints</u>
<b>Documents</b>		
Standard Conditions of Contract	2 copies	\$~.00
Search / copying charges (title etc.)		
A1 plan prints		\$~.00
A1 coloured plan prints		\$~.00
A2 plan prints		\$~.00
A2 coloured plan prints		\$~.00
A3 plan prints		\$~.00
A3 coloured plan prints		\$~.00
A4 copying		\$~.00
A4 colour copying		\$~.00
Specification (per copy)		\$~.00
Drawings (per set)		\$~.00

### **Statutory Charges**

Land / Project Information Memorandum

### **Travelling Expenses**

Fares (per return trip)	\$~.00
Car travel (per kilometre)	\$~.00
Travelling time (per hour)	\$~.00
Accommodation	\$~.00

### **Communication Costs**

Couriers

### **Miscellaneous Costs**

A fee of 10% shall be added to all payments made to acquire the goods listed above, to cover the Architect's related administrative costs.