



**ASSOCIATION OF CONSULTING ARCHITECTS
NIGERIA**

**CONDITIONS OF ENGAGEMENT
&
CONSULTANCY SERVICES AGREEMENT**

ASSOCIATION OF CONSULTING ARCHITECTS NIGERIA

RC: 508374

NOTICE 01 OF 2009

**RECOMMENDED SCALE OF FEES IN RESPECT OF SERVICES RENDERED BY
REGISTERED MEMBERS OF THE ASSOCIATION OF CONSULTING
ARCHITECTS NIGERIA IN PRIVATE PRACTICE.**

It is hereby, made known that the **Association of Consulting Architects Nigeria** has made the provisions in the Schedule hereto, which provisions shall become effective on 30th September 2009.

SECOND EDITION ISSUED ON DECEMBER 2012

ARC. BIOLA FAYEMI
Honourable Secretary

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DEFINITIONS

1. **"The Client"** shall mean the person or organisation or Government obtaining the professional services under this agreement.
2. **"The Government"** shall mean the Federal, State and Local Government of the Federal Republic of Nigeria.
3. **"The Architect"** shall mean the professional architectural firm, organisation or person commissioned by the Client to carry out the services required under the agreement.
4. **"The Prime Consultant"** shall mean the Architect, who is the Prime Consultant and the Team Leader on building projects. He initiates, conceives and produces the Architectural Design, coordinates the input of other consultants and manages the project.
5. **"The Services"** shall mean professional services.
6. **"The Project"** shall mean the building and/or other construction works which the Client wishes to undertake.
7. **"The Works"** shall mean the construction.
8. **"The Agreement"** shall mean this 'Conditions of Engagement and Remuneration for Professional Architect's Services'.
9. **"Force Majeure"** is defined as war, declared or undeclared, revolution, general labour strikes, disease epidemics, extraordinary floods or overflow of water, fire incidents and major disasters or other events beyond the control of the Architect.
10. **"Specialist Consultant"** shall mean consultant in Civil Engineering, Structural Engineering, Mechanical and Electrical Engineering, Quantity Surveying, Town Planning, and any other professional discipline relevant to the project other than Architecture.
11. **"Landscape Architect"** shall mean specialist Architect in Landscape Design.
12. **"Interior Architect"** shall mean specialist Architect in Interior Design.
13. **"Practical Completion"** shall mean that the building or other construction is fit for purpose or beneficial occupancy has taken place, although there may be minor items unfinished or defective workmanship, all of which are listed on the handover snag list.
14. **"Time Charges"** shall mean hourly rates, (and daily rates or man-month rates derived there from) for professional and sub-professional staff. For the purposes of daily rates, the number of working hours per day shall be 8 hours.
15. **"Disbursement"** shall mean a fee based upon time spent and other costs including all the relevant factors which will result in a lump sum fee being inserted in the Agreement.
16. **"Repetitive Works"** shall mean unit(s) of the same design types and specifications to be constructed on same site or other sites.
17. **"Professional Staff"** shall mean the various grades of Architects and technical officers hereunder referred to in Schedule 4, Clause 4.10.
18. **"Remuneration"** shall mean fees for professional services.
19. **"Residency"** shall mean maintaining professional personnel on site as required with a full compliment of office administration and overheads.
20. **"Week"** shall mean five (5) working days.
21. **"Abortive Works"** shall mean services for which the architect was duly directed/authorised to provide by the client but which was discontinued or replaced by another service through no fault of the architect.

INTRODUCTION

This document details the conditions of engagement for the Architect.

The remuneration stipulated in this document represents the approved minimum for the corresponding professional service rendered by the Architect. With this remuneration, an Architect on building projects is expected to render competent services to meet the Client's needs in public and private sectors as well as the general public.

- All architects are required to adhere to the provisions of this document.
- Non-compliance shall attract appropriate sanctions and penalties.
- Clients are advised to make representations on any unsatisfactory services by any registered Architect.
- The Architect shall exhibit or apply best practices in the delivery of his services as contained in the annexed Milestone Schedule
- Non-compliance with the provisions of this document shall be in breach of the provisions of the professional code of conduct and ethics.
- The appointment of an architect shall be based on these Conditions of Engagement.

Payment for services rendered shall be made as at when due to facilitate prompt and successful delivery of services in accordance with the stipulated payment schedule contained herein.

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

AGREEMENT FOR PROVISION OF ARCHITECTURAL CONSULTANCY SERVICE MEMORANDUM OF AGREEMENT

Made this _____ Between _____

(hereinafter called "the Client") of the one part and _____ (hereinafter called the 'Architect' which expression shall where the context so admits include the heir & legal personal representatives).

Whereas the Client intends to _____ :

(herein after called "the Project")

NOW, THEREFORE, THE CLIENT and the Architect, for the considerations hereinafter named, agreed as follows:-

1.0 APPOINTMENT OF ARCHITECT

- 1.1 The Client hereby appoints the Architect and the Architect hereby agrees to act as Architect in connection with the project upon the terms and conditions and scale of professional charges hereinafter set forth.
- 1.2 The Client hereby instructs the Architect to appoint or will appoint the Consultants and others listed in Schedule 3 to perform services in connection with the Project as described in Schedule 3.

2.0 SCOPE OF SERVICES

- 2.1 The Architect shall undertake the responsibilities and provide the services described in Schedule 1.

3.0 OBLIGATIONS AND AUTHORITY OF THE ARCHITECT

3.1 Duty of care

The Architect, in performing the Services and discharging all the obligations under this clause 2 of these Conditions, shall exercise reasonable skill and care in conformity with the normal standards of the Architect's profession.

3.2 Architect's Authority

The Architect is required to discharge the professional responsibilities as provided in this document in an impartial manner for the success of the project.

3.3 Reports

The Architect shall keep the Client informed of progress in the performance of the Services and of any issue that may affect the Timetable for or the cost or quality of the Project.

3.4 Limitation of warranty

The Architect does not warrant;

- i. that the Services will be completed in accordance with the Timetable or the budget cost for construction works;
- ii. that planning permission and other approvals from third parties will be granted;
- iii. the performance, work or products of others;
- iv. the solvency of any other appointed person whether or not such appointment was made on the advice of the Architect.

3.5 Co-operation etc

The Architect in performing the Services shall when reasonably required by any of the persons identified in Schedule 3:

- i. co-operate with them as reasonably necessary for the carrying out of their services; and .
- ii. provide them with information concerning the Services for carrying out their services; and .
- iii. when requested by them comment on their work so that they may

- iv. consider making any necessary changes to their work; and
- v. integrate into the Architect's work relevant information provided by them.

3.6 No alteration to Services or Design

The Architect shall not make or cause to be made any material alteration to or addition to or omission from the Services or the approved design without the knowledge and consent of the Client, which consent shall be confirmed in writing by the Architect. In an emergency the Architect may make or cause to be made such alteration, addition or omission without the knowledge and consent of the Client but shall inform the Client without delay and subsequently confirm such action in writing.

3.7 Professional Indemnity Insurance

The Architect shall maintain at all times a professional indemnity insurance to a limit reasonable to his scope of operations. Should the Client require the limit of the policy to be increased, the Client will be obligated to bear the cost of the additional premium to be paid.

3.8 Supplanting

The Architect shall respect the rights and acknowledge the professional aspirations and contributions of his colleagues and as such:

- i. the Architect shall neither maliciously nor unfairly seek to damage another member's reputation or practice.
- ii. the Architect shall not supplant another Architect, nor compete with another Architect by means of a reduction of the scale of fees or by other inducements.
- iii. the Architect, on being approached or instructed to proceed with professional work upon which another Architect was previously engaged, shall notify the facts to the Association and to the original Architect and confirm that the original Architect has been duly paid before they proceed to undertake such works. If the project is under construction, a joint meeting between the Architects, the Client and Builder shall precede the change of hands.

4.0 OBLIGATIONS AND AUTHORITY OF THE CLIENT

4.1 Information, Decisions, Approvals and Instructions

- 4.1.1 The Client shall provide the Architect with a comprehensive project brief and shall commission the studies required to arrive at the budget and programme.
- 4.1.2 The Client shall supply accurate information as necessary for the proper and timely performance of the Services such as the site surveys, i.e. perimeter, topographic, subsoil investigation, E.I.A. reports, etc and the Architect shall be entitled to rely on such information.
- 4.1.3 The Client shall not unnecessarily withhold information, decisions and approvals as may be required for the timely execution of the Services.
- 4.1.4 The Client shall notify the Architect of his intention to make alterations and or amendments, subject to the Architect's right of reasonable objection.
- 4.1.5 All notices/requests for approvals or decisions from the Client by the Architect shall be responded to within the agreed period.
- 4.1.6 The Client shall make all payments due to the Architect in accordance with Clause 5 of this agreement.

4.2 Statutory and other consents required

The Client shall instruct the making of applications for consents under planning legislation, building acts, regulations or other statutory requirements and by freeholders and others having an interest in the Project.

The Client shall pay any statutory charges and any fees, expenses and disbursements incurred by the consultants in respect of such applications. Such fees for the consultant will be based on a time charge.

In the event that the Architect is required to process the application, the Client shall pay the Architect an additional fee based on a time charge as per Schedule 4.11 and expenses based on cost plus 10% in respect of the processing of such applications.

4.3 Appointment/Removal of other Consultants

Where it is necessary that other Consultants or other persons are to be appointed, the Client may appoint on the recommendation of the Architect. The Architect shall co-ordinate all deliverables by the appointed Consultants for proper project delivery.

Where in the considered opinion of the Architect any other Consultant appointed to the works in accordance with Clause 1.2 exhibits expertise, commitment and/or demeanour which are substandard and/or detrimental to the success of the project, then the Architect shall recommend the removal of such other Consultant to the Client. Provided that such recommendation shall not be made vexatiously and shall be preceded by adequate notices to the other Consultant about their inadequacies .

4.4 Site Inspectors (Clerk of works)

Where it is agreed that Site Inspectors are to be appointed, the Client shall instruct the architect to appoint and shall pay them as an additional service.

4.5 Responsibilities of others

4.5.1 The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than the Architect, shall:
hold such person responsible for the competence and performance of the services and for visits to the site in connection with the work undertaken by such person;

require such person to co-operate with the Architect and provide to the Architect all drawings and information reasonably needed for the proper and timely performance of the Services;

require such person, when requested by the Architect, to consider and comment on work of the Architect in relation to the work of such person so that the Architect may consider making any necessary change to the Architect's work.

4.5.2 The Client shall hold the Principal Contractor and/or other contractors appointed to undertake construction works, and not the Architect responsible for the management and operational methods necessary for the proper carrying out and completion of the construction works in compliance with the building contract and for health and safety provisions on the Site.

4.6 Legal advice

The Client shall procure such legal advice and provide such information and evidence as required for the resolution of any dispute between the Client and any other parties providing services in connection with the Project.

5.0 **REMUNERATION**

5.1 **Normal Services**

The total fee payable to the Architect shall be based on the adjusted final project cost on completion of the works, using the scale of fees in Schedule 4, Clause 4.1. Initial fees for pre-contract services shall be based on the estimated project cost. This fee shall be adjusted based on the final project cost at completion of the works. The post-contract fees shall equally be based on the final project cost on completion of works.

5.2 **Renovation Works**

The total fee payable to the architect for renovation, rehabilitation, refurbishing, retrofitting, restoration or remodelling works on existing premises shall be calculated and multiplied by a factor of 2 and subjected to the same adjustments as for normal services (5.1 above) as enumerated in Schedule 4, Clause 4.2.

5.3 **Partial Services**

The total fee payable to the Architect appointed to render partial service or take over work from another firm previously commissioned shall be calculated in accordance with Schedule 4, Clause 4.3.

5.4 Repetitive Works

A project can only be considered as repetitive where there are 11 or more repeats of the same building/structure on the site. Full fees will apply for projects comprising of 10 or less buildings/structures. Reduced fee for a repetitive project shall only apply to the pre-contract fees of the repetitive buildings/structures. The post-contract fees of all buildings/structures in a repetitive project shall remain at 100%. The total fee payable to the Architect for the repetitive project shall be calculated on a sliding basis using the schedule 4, Clause 4.4.

5.5 Abortive Works

The total fee payable to the architect for abortive works shall be computed on a pro-rata basis using the scale of fees in schedule 4, Clause 4.1.

5.6 Project Management

The total fee payable to the Architect for Project Management Services shall be based on the adjusted final project cost using the scale of fees in Schedule 4, Clause 4.6. It shall be paid in line with and subjected to the same adjustments as in clause 5.1 for normal services.

5.7 Additional Supervision and Residency

5.7.1 Additional Supervision

Where a project requires supervision over and above the normal two visits to the site per month, it will be regarded as additional supervision and will attract additional fees calculated on a prorata based on the total fees for the supervision services for the contract period. Please see Schedule 4, Clause 4.7.

5.7.2 Residency

Resident Supervision – maintaining professional personnel on site with the full compliment of office administrative and residential facilities. The cost of maintaining such resident personnel shall be twice the cost of normal supervision exclusive of transportation, accommodation and other expenses which shall be paid as reimbursable items.

5.7.3 Mandatory Residency

To ensure safety and quality during construction, all projects of a complicated nature (i.e. category one buildings) as described in Schedule 2, Clause 2.1.2, shall have a resident supervising Architect and other complimentary professionals on site.

5.8 Other Additional and Supplementary Services

The total fee payable to the Architect for additional and supplementary services as outlined in schedule 2 shall be an all inclusive percentage of the value of the work as outlined in schedule 4, Clause 4.8.

5.9 Reimbursable Expenses

The Architect shall be reimbursed by the Client for all expenses actually and properly incurred on the project as detailed in schedule 4 clause 4.9.

5.10 Value of Primary Digital Information

The Architect shall be additionally remunerated for the production of Primary Digital Information such as Computer Aided Drawings/Models which forms the base electronic information to be used by all parties on the project. The total fee payable to the Architect for this shall be as outlined in Schedule 4 clause 4.10.

5.11 Value Added Tax

All fees to be paid to the Architect are exclusive of VAT which shall be added appropriately to every fee invoice generated for payment.

5.12 Remuneration Milestones

Stage 1	Milestone 1 (Commission)	10% on issuance of letter of commission and instruction to proceed with the appraisal, programming and project definition.
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CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

	Milestone 2 (Concept Design)	10% for Concept Design
	Milestone 3 (Scheme Design)	15% for Coordinated Scheme Design
Stage 2	Milestone 4 (Design Development)	10% for Design Development
	Milestone 5 (Approval Documents)	10% for Approval Drawings
	Milestone 6 (Construction and Tender Documentation)	20% for all Construction and Tender Documentation
Stage 3	Milestone 7 (Tender Process)	5% for the bid process
	Milestone 8 (Inspection)	17.5% for contract administration and inspection of the works to be paid in equal monthly instalments during the construction phase.
	Milestone 9 (Closure)	2.5% Final payment being balance of any fees due at the final account of the project.

Note:

- a. The monthly installment shall be determined by the fees payable for stage 3 based on the original contract period.
- b. Should construction extend beyond the contract period, the Architect and his team will continue to receive the monthly fee until completion.
- c. Fees and expenses are to be paid within twenty-one days of submission unless queried by the Client within fourteen days of submission. In the event of a claim being queried, a payment on account of that part which is not questioned is nevertheless to be made within twenty-one days of submission.

Any part of any claims properly payable but remaining unpaid for more than twenty-one days from the date of submission shall carry interest from the twenty-second day after submission to the date of payment at the rate of 2.5% above the primary bank rate ruling in Nigeria at that time.

6.0 SCHEDULE OF PROFESSIONAL SERVICE

6.1 Architectural Services Stages of Deliverables

For the purpose of this Agreement the Architect's services shall be completed in the following stages:-

Stage 1	From the date of receipt of instructions to proceed until the submission of the final scheme design including the preliminary estimated total cost for Client's Approval and as per agreed project programme.
Stage 2	From the date of Client's approval of Stage 1 until the submission of the construction /tender documents for the Client's approval and as per agreed project programme.

Stage 3	<p>From the date of the commencement of the bid process to the award of the contract for the Works until the acceptance of the Works by the Client after final completion, that is, after the Defects Liability Period, issuing of the Practical Completion Certificate and the Final Certificate of Payment.</p> <p>Provided that in the event of the Works contract exceeding the original contract period, the services provided by the Architect and the other consultants during the extended period shall be an additional service to be paid in monthly instalments equal to that obtained during the currency of the original project period.</p>
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6.2 Delay to Architect's Services

Where delays are caused by the Architect's failure to obtain adequate reply, approval, or decision within fourteen (14) days after a request has been made by the Architect due to the following reasons:

- a. the Client's omission to reply, approve or decide within the said period of fourteen (14) days; or
- b. the failure of a third party, who has been assigned by the Client to comply with the request to act or to perform within the specified period.

the Client shall adequately compensate the Architect for any cost incurred as a result of the delay.

6.3 The Client undertakes to consider and review all documents submitted by the Architect and to process any necessary approval for the Architect within fourteen days of their submission and/or within a project specific agreed time so as not to delay the Architect from giving documents an instructions to the Works contractor.

If after the expiry of fourteen days and/or the project specific agreed time no communication has been received from the Client by the Architect on such documents then approval shall be deemed to have been given.

7.0 INCAPACITY OF THE ARCHITECT

In the event of the Architect's incapacitation, the Client may make full use of all documents prepared by him pursuant to and for use under this Agreement without prejudice to the lien on such documents against unpaid fees. The Client shall not make use of such documents except for the purpose of the building Works which are the subject of this Agreement.

8.0 POSTPONEMENT OR ABANDONMENT

In the event of the whole or any part of the Services being postponed, abandoned or delayed through no fault of the Architect the Parties shall proceed as follows:

- 8.1 Instructions to postpone, abandon or delay work shall take effect after such instructions are received from the Client. The remuneration payable in this event shall be computed on a 'pro-rata' basis with charges to cover overheads and loss of profit, provided always that such fees and charges do not exceed the full fee payable for the Services.
- 8.2 Notwithstanding clause 9.1 if instructions necessary for the Architect to continue work are not received from the Client six months after such instructions were requested the services under this Agreement shall be deemed to have been abandoned.

9.0 RESUMED AGREEMENT

- 9.1 If this Agreement which has been abandoned pursuant to clause 8 is resumed without substantial alteration within one year any remuneration paid under Clauses 8.1 and 8.2 shall rank solely as payments on account towards the total fee payable on the execution of the Services herein and calculated on the total revised estimated costs of works.
- 9.2 Where this Agreement which has been abandoned pursuant to clause 8, is resumed at any time with substantial alteration or is resumed after one year any remuneration paid under Clauses 8.1 and 9.1 shall be regarded as final payment for the Services originally rendered. The resumed Agreement shall be deemed separate and fees will be charged in accordance with Clause 5.1 of these conditions.

- 9.3 All additional services arising out of Clause 9.1 shall be charged on a time basis.
- 9.4 On resumption of an abandoned project, no new Architect shall be appointed except the prescribed procedure of disengagement of the original Architect as stated in Clause 3.8, dealing with supplanting has taken place. Such disengagement shall include a written notice from the new Architect to the original Architect and an affirmative response from the original Architect to the said notice confirming that full settlement of all outstanding fees and obligations, expenses and other costs incurred and can be substantiated have been made by the Client.

Any new Architect that accepts to and commences the services of the original Architect on a project without the full and proper disengagement procedures as stated herein shall be guilty of supplanting and shall be subject to professional disciplinary action in accordance with the professional code of conduct and ethics of the architectural profession.

10.0 ALTERATIONS AND MODIFICATIONS

In the event of circumstances arising which could not have reasonably been foreseen or in the event of the Client ordering modifications to completed or approved designs or changes to brief which involve the revision of any calculation, specification, drawings or other documents; any additional fees shall be in accordance with Schedule 4, clause 4.8.

11.0 COPYRIGHT AND USE OF INFORMATION

11.1 Copyright

The Architect owns the copyright in the work produced in the performance of the services and asserts the rights to be identified as the author of the artistic work/work of architecture comprising the Project.

11.2 Use of information

a. Client's Licence

The Client with the express permission of the Architect is allowed to use and allow other Consultants and contractors providing services to the Project to use and copy drawings, documents and bespoke software produced by the Architect in performing the Services, hereinafter called 'the Material', but only for purposes related to the Project on the Site or part of the Site to which the design relates.

Such purposes shall include operation, maintenance, repair, reinstatement, alteration, extending, promotion, leasing and/or sale of the Project but shall exclude the reproduction of the Architect's design for any part of any extension of the Project and/or for any other project, unless a licence fee in respect of any identified part of the Architect's design is mutually agreed.

Provided that:

1. The Architect shall not be liable if the Material is modified other than by or with the consent of the Architect, or used for any purpose other than that for which it was prepared, or used for any unauthorised purpose;
2. If it is intended to make any permitted use after the date of the last Service performed under the Agreement and prior to practical completion of the construction of the Project, the Client shall obtain the Architect's confirmation of the degree of completion of the Material and pay to the Architect the agreed licence fee;
3. In the event of the Client being in default of payment of any fees or other amounts due, the Architect may suspend further use of the licence on giving 7 days notice of the intention of doing so. Use of the licence may be resumed on receipt of outstanding amounts;
4. The Client shall obtain or ensure that any third party shall obtain any necessary licence and pay any fees arising for access to any software used to produce any of the Material.

b. Publication of Project Photographs

The Architect shall have the right to publish photographs of the Project, but shall require the consent of the Client, which consent shall not be unreasonably withheld, before

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

publication of any other information about the Project unless reasonably necessary for performance of the Services.

c. Disclosure to Third Party

Neither the Client nor the Architect shall disclose to any other person information identified in writing as confidential unless reasonably necessary:

1. for performance of the Services; or
2. in order to take professional advice in relation to the Agreement or the Services; or
3. in order to obtain/maintain insurance cover as required by the Agreement, or
4. disputes arising out of or in connection with the Agreement; or
5. as required by law.

12.0 COLLABORATION WITH NON-NIGERIAN ARCHITECT

In any collaboration between a Nigerian architect and a non-Nigerian Architect not licensed /registered to practice in Nigeria, and in which the non-Nigerian Architect has the professional ownership of the project; the percentage of the total project fee to accrue to the Nigerian Architect shall be a minimum of 50% based on the following suggested distribution of Architectural Services. This distribution however is subject to what is agreed by the collaborating parties:

Architectural Services Stages	Work/Payment Milestones		Non-Nigerian Architect		Nigerian Architect	
			%of Services	% of Fees	%of Services	% of Fees
Stage 1	Milestone 1: Letter of Commission	10%	90%	9%	10%	1%
	Milestone 2: Concept Design	10%	90%	9%	10%	1%
	Milestone 3: Coordinated Scheme Design	15%	90%	13.5%	10%	1.5%
Stage 2	Milestone 4: Design Development	10%	70%	7%	30%	3%
	Milestone 5: Approval drawings	10%	10%	1%	90%	9%
	Milestone 6: Construction and Tender Documentation	20%	40%	8%	60%	12%
Stage 3	Milestone 7: Tender Process	5%	10%	0.5%	90%	4.5%
	Milestone 8: Inspection	17.5 %	10%	1.75%	90%	15.75%

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

	Milestone 9: Closure	2.5%	10%	0.25%	90%	2.25%
Total		100%		50%		50%

The Client shall be obligated to accept the minimum fee percentage (50%) due to the Nigerian Architect in all such collaboration projects.

13.0 THE ARCHITECT’S INVOLVEMENT IN A TURN-KEY PROJECT

Where an Architect has been engaged by a turn-key project contractor (or firm) to provide architectural services for all or part of the project, the following shall apply:

13.1 Where the Architect is engaged at the onset of the project and is required to primarily provide only the design of the building, there exists a professional as well as statutory obligation to see that he is retained on subsequent stages of the project with the following minimum involvement and fee applicable:

Stage 1	Milestone 2	Concept Design	100% of total architectural involvement/fee due for this milestone
	Milestone 3	Coordinated Scheme Design	90% of total architectural involvement/fee due for this milestone
Stage 2	Milestone 4	Design Development	10% of total architectural involvement/fee due for this milestone
	Milestone 5	Approval Drawings	100% of total architectural involvement/fee due for this milestone
	Milestone 6	Construction and Tender Documentation	10% of total architectural involvement/fee due for this milestone
Stage 3	Milestone 7	Tender Process	10% of total architectural involvement/fee due for this milestone.
	Milestone 8	Inspection	10% of total architectural involvement/fee due for this milestone
Stage 3	Milestone 9	Closure	10% of the total architectural involvement/fee due for this milestone.

13.2 Where the Architect is engaged for provision of only stage 2 services and where there already exists the requisite government approved project drawings, then the following minimum involvement and fee shall be applicable:

Stage 1	Review of Milestone 3	Coordinated Scheme Design	50% of total architectural involvement/fee due for this milestone
Stage 2	Milestone 4	Design Development	100% of total architectural involvement/fee due for this milestone

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

	Milestone 6	Construction and Tender Documentation	100% of total architectural involvement/fee due for this milestone
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13.3 Where the Architect is engaged for provision of only stage 3 services and where there already exists the requisite government approved project drawings and duly completed construction and tender documents prepared by a licensed/registered Architect, then the following minimum involvement and fee shall be applicable provided that the supervising Architect undertakes and completes the procedures stated in 9.4 to avoid the contravention of the code of conduct and ethics regarding supplanting:

Stage 2	Review of Milestone 6	Construction and Tender Documentation	50% of total architectural involvement/fee due for this milestone
Stage 3	Milestone 7	Tender Process	100% of total architectural involvement/fee due for this milestone
	Milestone 8	Inspection	100% of total architectural involvement/fee due for this milestone
	Milestone 9	Closure	100% of total architectural involvement/fee due for this milestone

14.0 TERMINATION

This Agreement may be terminated at any time by either party on the expiration of ninety (90) days notice when the Architect shall be entitled to remuneration in accordance with the provisions of Clause 8.1

15.0 FORCE MAJEURE

The Architect will not be responsible for any damage or delay to the Works or delays to the Services attributable to Force majeure. In the event of Force majeure the Architect shall give the Client written notice. Where Force Majeure actually results in such delays or additional cost, the Architect will be entitled to reasonable reimbursement and extension of time where applicable.

16.0 LAWS OF THE AGREEMENT

This Agreement shall be governed and construed according to the laws being in force in the Federal Republic of Nigeria. Both parties to the Agreement shall comply with these laws.

17.0 ARBITRATION

Any disputes arising out of this Agreement which cannot be settled by mutual agreement shall be referred to an acceptable mediator. If the outcome of mediation is unsuccessful, then the matter can be referred to an arbitrator or arbitrators to be agreed between the parties or failing such agreement within a month, to an arbitrator appointed by the President of Association of Consulting Architects Nigeria or President of Nigerian Institute of Architects or President of Institute of Arbitrators.

The findings of the arbitrator shall be binding on the parties hereto.

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

AS WITNESS WHEREOF the Parties hereto have hereunder set their hands the day and year first above written.

16 ATTESTATION I

SIGNED AND DELIVERED by:

Signature: _____

for and on behalf of the Client : _____

in the presence of:

Witness Signature: _____

Name in block letters _____

Address _____

SIGNED AND DELIVERED by:

Signature: _____

for and on behalf of the Architect : _____

in the presence of:

Witness Signature: _____

Name in block letters _____

Address _____

SCHEDULE 1A - SCOPE OF NORMAL ARCHITECTURAL SERVICES

1.1 Stage 1 - PRELIMINARY AND FINAL SCHEME DESIGN

1.1.1 Milestone 1 (Appraisal/Project Definition):

Receive, appraise and report on the client's requirements with particular regard to site information, planning and statutory regulations and budget.

Guide and Advise the Client on:

- a. procedures to meet his requirements
- b. constraints and challenges in meeting his requirements
- c. the need for the appointment of consultants
- d. methods of contracting

1.1.2 Milestone 2 (Concept Design):

Prepare a design concept in broad outline showing site situation/analysis/site planning; space provisions, planning relationships and materials and services intended to be used.

Guide and Advise the Client on:

- a. the technical and functional characteristics of the project as proposed
- b. the estimated costs in relation to the budget
- c. the anticipated project programme

1.1.3 Milestone 3 (Scheme Design):

Prepare a coordinated design incorporating preliminary design inputs of other consultants, particularly the structural, mechanical and electrical engineers, along with outline specifications detailing the materials, services and systems to be used. Based on the above inputs, obtain an updated cost estimate from the quantity surveyor and update the anticipated project programme earlier advised in Milestone 2.

1.1.4 This stage does not include a Feasibility Study.

1.2 Stage 2 - DETAIL DESIGN & PRODUCTION DRAWINGS

1.2.1 Milestone 4 (Design Development):

Develop the scheme design concept in sufficient detail to:

- a. detail the site plan and location of all structures
- b. define the construction of the building
- c. spatially coordinate the work designed by consultants and specialists
- d. review the design with the relevant authorities

1.2.2 Milestone 5 (Approval Drawings):

Prepare the planning application drawings and coordinate the preparation of relevant planning application drawings and documents by other consultants. Endorse the drawings and documents as required and submit.

1.2.3 Milestone 6 (Construction and Tender Documentation):

- a. Preparation of construction documentation and coordination of construction documentation with the designs by other consultants and specialists.

- b. Selection of appropriate Conditions of Contract for the project.
- c. Determination of appropriate Preliminary Items to suit actual site conditions and project nature.
- d. Provision of data for obtaining estimates and other information.
- e. Preparation of Schedules and Written Specifications.
- f. Provision of data for the preparation of information for the Bills of Quantities (BOQ).
- g. Coordination and reconciliation of all drawings with the Bill of Quantities to eliminate discrepancies between drawings and the Bill of Quantities.

1.3 Stage 3 - OBTAINING TENDERS TO COMPLETION

1.3.1 Milestone 7 (Tender Process):

- a. Assisting the Client in the pre-qualification of contractors and sub-contractors and advising upon a list of suitable firms to be invited to tender.
- b. Assistance in obtaining, analysing and reporting on open tenders and preparing and advising on the contract and recommendation of the appointment of the Works contractor.

1.3.2 Milestone 8 (Inspection):

- a. Direct and coordinate the contractor's possession of site, review and approve the works programme.
- b. Supervise and coordinate the construction works and other consultants' inputs.
- c. Coordinate and preside over monthly site meetings, technical meetings as well as other site visits.
- d. Issue Architect's Payment Certificates (APC).
- e. Prepare and submit Quarterly Progress Reports (QPR).
- f. Issue Architect's Site Instructions (ASI), revised designs and additional drawings and details.
- g. Issue Architect's Material and Component Sample Approvals (AMCSA) and material test approvals.
- h. Inspect off-site materials intended for the project at points of origin.
- i. Attend special meetings and consultation with the Client.
- j. Produce special reports and documentation.
- k. Manage the testing and commissioning of equipment and collation of the relevant technical reports.
- l. Coordinate and manage the hand-over of works to the Client.
- m. Prepare schedule of defects and manage the defects liability period.
- n. Issue Architect's Practical Completion Certificate (APCC).

1.3.3 Milestone 9 (Closure):

- a. Prepare, coordinate and collate As-built drawings.
- b. Prepare, coordinate and collate maintenance manuals.

- c. Receive, direct, review and recommend on Claims.
- d. Coordinate and manage the preparation of final account and its acceptance as well as issue Architect's Final Payment Certificate (AFPC).

SCHEDULE 1B - SCOPE OF ARCHITECTURAL SERVICES FOR RENOVATION WORKS

The scope of works for existing premises shall include:

- a. Surveys and Inspections.
- b. Production of Measured Drawings.
- c. Preparation of schedule of dilapidations, schedule of conditions, etc, and associated drawings and documentation.
- d. Renovations, Rehabilitation, Refurbishing, Restoration, Retrofitting and Remodelling.
- e. Demolitions.

SCHEDULE 2 - SUPPLEMENTARY SERVICES

The following services are not included in the standard services described in SCHEDULE 1 and constitute additional work which will attract additional fees. The listed services are as follows:

2.1 ADDITIONAL SUPERVISION AND RESIDENCY

2.1.1 Additional Supervision

Where a project requires supervision over and above the normal two visits to the site per month, it will be regarded as additional supervision and will attract fees calculated on a prorata based on the total fees for the supervision services for the contract period.

2.1.2 Residency

Resident Supervision - maintaining professional personnel on site on a daily basis. The cost of maintaining resident personnel shall be twice the cost of normal supervision exclusive of transportation, accommodation and other expenses which shall be paid as reimbursable items. Cost of residency services shall be in addition to the cost for normal supervision.

Category	Building Type
<p style="text-align: center;">-1-</p> <p>Buildings of Exceptional Character and Complexity</p>	<p>All high rise buildings Abattoirs Aquaria Chancery, Embassy, Legislative Buildings Hospitals (Service, Teaching, Central Support Units or Departments to hospitals) Individually designed Houses College/University Buildings Concert Halls and Theatres Convention halls and Facilities Departmental Stores, Shopping Centres/Complexes Hotels Industrial Buildings with manufacturing and packaging facilities Marinas Mausoleums, Memorials, Monuments, Museums Observatories, Research and Laboratory Buildings Office Buildings, Telephone Exchange Buildings Palaces Prisons Religious Buildings Renovation Works Stadia Transport Terminal Buildings (Airports, Ferry, Railway)</p>
<p style="text-align: center;">-2-</p> <p>Buildings of Average Complexity requiring moderate degree of Design and Detailing</p>	<p>Art Galleries, Assembly halls, Auditoria Bakeries, Banks, Bowling Alleys Cinema halls, Club Houses, Court Houses, Crematoria Cafeteria and Canteens Civic and Community Centres Exhibition/Exposition Buildings Fire Stations, Flats (Block of Apartment Buildings) Gymnasias, Housing Estates, Kindergarten Libraries, Markets, Medical and Health Clinics Mixed Residential/Commercial Complexes Motels, Nursing Homes Parking Structures (Multi-storeyed) Petrol filling and Service Stations Post Offices, Prefabricated Structures Power Stations, Recreational Buildings and Facilities Restaurants, Road Transportation Terminal Buildings School Buildings (other than Government primary and secondary schools where standard plans are used) Shop Houses, Sports Buildings, Supermarkets, Veterinary Clinics</p>

-3- Buildings of the Simplest Utilitarian Character	Carports (Single Storey) Farm Buildings Schools Buildings (government and government aided primary and secondary schools - where standard plans are used) Simple Industrial Type Buildings Storage or Ware house Buildings
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2.2 PARTIAL SERVICES

Where an Architect is engaged to render only a part of the normal services (as detailed in Schedule 1A and B), the services shall be seen as Partial Services. The total remuneration payable to the Architect shall be charged in accordance with Schedule 4, Clause 4.3.

2.3 PROJECT MANAGEMENT SERVICES

The Project Manager coordinates the logistics of the Project and activities of other Consultants as they relate to the Client. He does not take professional responsibility for the performance of any of the other Consultants. It shall constitute an additional service for the Architect.

2.4 OTHER ADDITIONAL AND SUPPLEMENTARY SERVICES

2.4.1 Stage 1

- a. Feasibility Studies - The object of this study is to identify the parameters of the project in terms of facilities and functions, space use, budget inclusive of remuneration, the programme, other consultants to be engaged and services required.
- b. The preparation of the Client's brief and/or the drawing up of the brief thereof.
- c. Site selection, survey and location services
- d. Environmental Impact assessment (EIA) studies and reports.

2.4.2 Stage 2

- a. The production of Primary Digital Information (PDI) which includes digital soft-copy of CAD (Computer Aided Design) drawings and or BIM (Building Information Modelling) files by the Architect.
- b. Design Quality Management (DQM) and Architect's Value Engineering (AVE).
- c. Processing for and obtaining building permit.
- d. The provision of supplementary or revised documentation due to the exigencies of the project or revised requirements of the Client arising after the firm has received the Client's instructions to commence his work: provided that any other additional remuneration do not cover such documentation.
- e. Impressions, Models and Illustrations: Remuneration shall be charged at cost plus 35%.
- f. Energy Conservation Services.
- g. Human and vehicular traffic studies and design.
- h. Urban design.
- i. Master site planning/layout planning of future buildings related to current works.
- j. Promotional material.
- k. Graphics and signage.
- l. Purpose made items.

- m. Schedule of Furnishing and furniture including the selection, documentation and procurement of furniture and furnishings and special finishes or fixtures.
- n. Plant procurement, operational and production layouts.
- o. Acoustic Design.
- p. Lighting Design.
- q. Material Selection and Procurement.
- r. Interior Architecture.
- s. Landscape Architecture.
- t. Access/Hoist way for Facade Maintenance.

2.4.3 Stage 3

- a. Procurement.
- b. Quality control, assurance and accreditation of service providers (contractors, subcontractors, specialists etc).
- c. Negotiations (Client Management Services).
- d. Computation of variations and valuations.
- e. Services concerning disputes and litigation associated with the project.
- f. Services concerning work arising from the insolvency or liquidation of a party related to the building contract.
- g. As built drawings.
- h. Maintenance and operating manuals.
- i. Lessons Learnt (Building Performance Appraisal).
- j. Lessons Learnt (Project performance Appraisal).
- k. Architects' Post Occupancy Analysis (APOA).
- l. Architect's Post Occupancy Evaluation (APOE).

2.4.4 Other Services

- a. Design Audit.
- b. Arbitration.
- c. Schedules of dilapidations/condition surveys.
- d. Pre-competition, Jury, Post Adjudication and other services for architectural design competitions shall be in accordance with the ACAN approved Guidelines for Architectural Competitions.
- e. Green building rating.
- f. Green building faculty services.
- g. Green building rating assessment.
- h. Special reports.
- i. Monitoring and Evaluation (M&E) of inputs, outputs, impacts and outcomes of projects and programmes.

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

SCHEDULE 3 – OTHER APPOINTMENTS MADE BY THE CLIENT ON THE RECOMMENDATION OF THE ARCHITECT

Profession	Insert name and address or 'firm to be agreed' or 'not applicable'
Project Manager:	_____
Lead Consultant:	_____
Planning Consultant:	_____
Quantity Surveyor:	_____
Structural Engineer:	_____
Mechanical Services Engineer:	_____
Electrical Services Engineer:	_____
Site Inspector / Clerk of Works:	_____
Others:	_____

3.1 SCOPE OF SERVICES FOR SUB-CONSULTANTS

3.1.1 CIVIL & STRUCTURAL ENGINEERING SERVICE

A. Stage 1 - Preliminary and Final Concept Design

Taking instructions, programming and work plan, conducting site investigations including advising on the necessity of a specialist investigation and report on same with recommendations for foundation design. Advising on feasibility of structures proposed including preliminary structural sizes.

B. Stage 2 - Production Drawings & Details

Preparation of working drawings and bending schedules including details of structural steelworks as necessary, sufficient for the bills of quantities, and preparation of specification notes for the structural works. Submission of drawings and calculations for the approval of the Consultant. Duplication of drawings necessary for documentations.

C. Stage 3 - Tender stage to Completion

Periodic supervision and inspection of the structural works by a senior member of staff to ensure that the materials and work are in accordance with the drawings, specification and schedules issued to the contractor, and rendering assistance to the Consultant Architect and reporting regularly on same. Checking of shop drawings as necessary and inspecting structural steelworks and other components and equipment delivered to site. Inspection and acceptance or rejection of work in place and requiring replacement of defective work components or materials. Approval of acceptance test procedures, schedules and results, Such other related service as the Consultant Architect may require.

3.1.2 MECHANICAL & ELECTRICAL ENGINEERING SERVICE

A. Stage 1 - Preliminary & Final Concept Design

Preliminary Design, Taking instructions, programming and work plan. Advising on the availability of electricity mains supply and water supply including negotiations with supply authorities and advising on necessity of boreholes and testing. Advising on the method of sewage disposal. Final design. Preparation of report on services provided in the final design for submission to the Employer.

B. Stage 2 - Production Drawings & Details

Preparation of drawings of water, electrical and sewage reticulations sufficient for the bills of quantities and preparing bills of quantities. Preparation of forms of sub-contract and specification for services sub-contractors. Advising the Architect on pre-qualifications for services sub-contractors. Duplication of drawings necessary for documentation. Providing the Quantity Surveyor with details and amounts of all provisional and prime cost sums included in their design work.

C. Stage 3 - Tender State of Completion

Periodic supervision by a senior member of staff sufficient to ensure that the materials and work are in accordance with the drawings, specification and schedules issued to the contractor and rendering assistance to the Consultant Architect and reporting regularly on same. Checking of shop drawings as necessary, supervision of tests on materials, components and equipment during erection and installation, Supervision of tests and commissioning of plants, switchgear and mechanical systems etc. before handing over for use to the Employer.

Such other related services as the Consultant Architect may require. Advising the Employer on maintenance contracts after the commissioning of plant and equipment.

3.1.3 QUANTITY SURVEYING SERVICES

A. Stage 1 - Preliminary & Final Concept Design

Taking instructions, programming and work plan. Preparation of preliminary estimates and cost plan. Advising on cost of alternative construction and of finishes. Final design, preparation of final cost based upon the final design for submission to the Employer.

B. Stage 2 - Production Drawings & Details

Preparation of Articles of Agreement. Conditions of Contract and Bills of Quantities including form of tender and instructions to persons tendering. Preparation of a final pre-tender cost estimate based upon the completed Bills of Quantities. Advising the Architect on pre qualifications of contractors to be invited to tender. Invitations to selected list of contractors. Checking of tenders received and preparation of report for this Consultant Architect. Typing and duplication of the tender and contract documents as necessary.

C. Stage 3 - Tender Stage to Completion

Periodic attendance at site by a senior member of staff, preparation of monthly valuations in accordance with the Employer's format requirements. Preparation of monthly financial reports for the Project Manager with input from the Architect and Engineers and pricing of variations to the contract. Checking subcontractors and supplier's quotations and informing them of payments made on their behalf to the Works contractor. Preparation and agreement in consultation with the Project Manager of the final account with the Works contract, and typing and duplication of the final account. Assisting with schedule and tenders for furniture and equipment required and such other related services as the Architect may require.

3.1.4 PROJECT MANAGEMENT SERVICES

(Where the Architect plays a dual role of Architect and Project Manager)

1. Identification of the client's objectives and priorities
2. Development and preparation of the brief
3. Prepare an option / feasibility report
4. Execute a risk analysis exercise
5. Establish the budget and the total project programme
6. Advise on the design team selection
7. Establish and manage integrated communication and information systems between the client and the Design Team
8. Advise on the appropriate procurement strategy
9. Establish the pre-contract control systems and execute a value analysis exercise
10. Monitor planning permission and other statutory consents
11. Facilitate and receive tenders evaluation / report including the selection of contractor(s)
12. Establish the post contract time, cost and quality control and management systems
13. Monitor and receive from prime consultant, report regularly through to the project completion commissioning and occupation.

4.0 SCHEDULE 4- FEES/REMUNERATIONS FOR PROFESSIONAL SERVICES

4.1 FEE FOR ARCHITECT FOR NORMAL SERVICES

The fees payable to the Architect for normal services shall be based on the adjusted final cost of the project (as enumerated in Clause 5.1) using the scale of fees below:

Cost of Project	Fees payable as a percentage of cost of project
<i>Up to ₦500 million</i>	<i>4.75%</i>
<i>Next ₦ 1,000 million or part thereof</i>	<i>4.50%</i>
<i>Next ₦ 2,500 million or part thereof</i>	<i>4.25%</i>
<i>Next ₦5,000 million or part thereof</i>	<i>4.00%</i>
<i>Over ₦ 10,000 million or part thereof</i>	<i>3.50%</i>

4.2 FEE FOR ARCHITECT FOR RENOVATION SERVICES

The fees payable to the Architect for renovation, rehabilitation, refurbishing, retrofitting, restoration or re-modelling projects shall be based on the adjusted final cost of the project (as enumerated in Clause 5.2) using the scale of fees below:

Cost of Project	Fees payable as a percentage of cost of project
<i>Up to ₦500 million</i>	<i>9.50%</i>
<i>Next ₦ 1,000 million or part thereof</i>	<i>9.00%</i>
<i>Next ₦ 2,500 million or part thereof</i>	<i>8.50%</i>
<i>Next ₦5,000 million or part thereof</i>	<i>8.00%</i>
<i>Over ₦ 10,000 million or part thereof</i>	<i>7.00%</i>

4.3 FEE FOR ARCHITECT FOR PARTIAL SERVICES

The fees payable to the Architect for partial services shall be calculated using the table below:

Partial Services Required		Fees Payable
Stage 1	Milestone 1 (Letter of Commission)	100% of fee for services for milestone 1.
	Milestone 2 (Concept Design)	100% of fee for services for milestone 2.
	Milestone 3 (Coordinated Scheme Design)	50% of fee for milestone 2 + 100% of fee for services for milestone 3.
Stage 2	Milestone 4 (Design Development)	50% of fee for milestone 3 + 100% of fee for services for milestone 4.
	Milestone 5 (Approval Documents)	50% of fee for milestone 4 + 100% of fee for services for milestone 5.
	Milestone 6 (Construction and Tender Documentation)	50% of fee for milestone 4 + 100% of fee for services for milestone 6.

CONSULTANCY AGREEMENT & PROFESSIONAL FEES SCHEDULE

Stage 3	Milestone 7 (Tender Process)	50% of fee for milestone 6 + 100% of fee for services for milestone 7, 8 and 9.
	Milestone 8 (Inspection)	
	Milestone 9 (Closure)	

Fees for subsequent milestones services where required shall be calculated at 100% of fees payable for that particular service.

4.4 FEE FOR ARCHITECT FOR REPETITIVE WORK

The fees payable to the Architect for repetitive projects shall be based on the adjusted final cost of the project (as enumerated in Clause 5.1) and shall be calculated using the table below:

Repetitive Project	Percentage of full fees			
	Stage 1	Stage 2	Stage 3	External Works
First Building	100%	100%	100%	100%
Next 10 repeats	50%	50%	100%	100%
Next 20 repeats	35%	35%	100%	100%
Next 30 repeats and above	25%	25%	100%	100%

4.5 ABORTIVE WORKS

The total fee payable to the architect for abortive works shall be computed on a pro-rata basis using the scale of fees in Schedule 4, Clause 4.1.

4.6 FEE FOR ARCHITECT FOR PROJECT MANAGEMENT SERVICES

The fees payable to the Architect for Project Management Services shall be based on the adjusted final cost of the project (as enumerated in Clause 5.1) and shall be calculated using the table below:

<i>Cost of Project</i>	<i>Fees payable as a percentage of cost of project</i>
<i>Up to ₱500 million</i>	<i>1.00%</i>
<i>Next ₱ 1,000 million or part thereof</i>	<i>0.80%</i>
<i>Next ₱ 2,500 million or part thereof</i>	<i>0.70%</i>
<i>Next ₱5,000 million or part thereof</i>	<i>0.60%</i>
<i>Over ₱ 10,000 million or part thereof</i>	<i>0.50%</i>

4.7 FEE FOR ADDITIONAL SUPERVISION AND RESIDENCY

The fees payable to the Architect for additional supervision over and above the normal 2 visits to site per month shall be calculated on a pro-rate based on the total fees for the supervision services for the contract period.

In calculating the pro-rate, the normal 2 visits to site per month shall equate to a minimum of 30% of the total fee for supervision services.

The fees payable to the Architect for resident supervision (residency) shall be twice the fees for normal supervision, and this shall be in addition to the normal fees for supervision.

4.8 FEE FOR ARCHITECT FOR OTHER ADDITIONAL AND SUPPLEMENTARY SERVICES

The fees payable to the Architect for other additional and supplementary services shall be 10% of the cost of the specialist work.

4.9 REIMBURSABLES

The reimbursable expenses for all architectural services shall be calculated at 0.6% of the adjusted final cost of the project (as enumerated in Clause 5.1). An additional 0.1% shall be added for each additional discipline (Project Management, Structural, Mechanical, Electrical Engineering and Quantity Surveying Services) undertaken by the Architect.

The above payment are for all routine expenses within the same city of the project and do not cover travels for outside the project city which shall be charged at cost plus a 15% administrative charge.

4.10 VALUE OF PRIMARY DIGITAL INFORMATION (PDI)

The fees payable to the Architect for the value of PDI shall be 1% of the adjusted final cost of the project.

4.11 MINIMUM HOURLY RATES FOR ARCHITECTURAL SERVICES

Category of Staff	Minimum No. of years	Rate (NGN/hr)
Principal Architect	Over 15 years	₦ 50,000.00
Senior Architect	12 – 15 years	₦ 40,000.00
Project Architect	5 – 7 years	₦ 30,000.00
Architect	Up to 5 years	₦ 20,000.00
Technician		₦ 10,000.00

These rates shall be subjected to review by the application of the CBN inflation index.

4.12 AMENDMENT TO SCALE OF FEES

- i) The Scale of Fees contained in this agreement are as currently published by the Association and the said Scale of Fees shall be subject to review and amendment as set out in Clause ii) and iii) below.
- ii) The Architect shall have the right to revise alter or amend the Scale of Fees applicable to this agreement in the event of a change or amendment of the said Scale of fees as published by the Association.
- iii) A change or alteration in the Scale of Fees applicable to this Agreement shall become effective immediately upon the expiration of 30 days from the delivery of notification by the Architect to the 'Client/Employer' of the revised Scale of Fees (as published by the Association).

5.0 SCALE OF FEES FOR STRUCTURAL / CIVIL ENGINEERING SERVICES

<i>Cost of Project</i>	<i>Fees payable as a percentage of cost of project</i>
<i>Up to ₦500 million</i>	<i>3.00%</i>
<i>Next ₦ 1,000 million or part thereof</i>	<i>2.50%</i>
<i>Next ₦ 2,500 million or part thereof</i>	<i>2.25%</i>
<i>Next ₦5,000 million or part thereof</i>	<i>2.00%</i>
<i>Over ₦ 10,000 million or part thereof</i>	<i>1.50%</i>

6.0 SCALE OF FEES FOR MECHANICAL ENGINEERING SERVICES

Cost of Project	Fees payable as a percentage of cost of project
<i>Up to ₦500 million</i>	1.95%
<i>Next ₦ 1,000 million or part thereof</i>	1.75%
<i>Next ₦ 2,500 million or part thereof</i>	1.50%
<i>Next ₦5,000 million or part thereof</i>	1.25%
<i>Over ₦ 10,000 million or part thereof</i>	1.00%

7.0 SCALE OF FEES ELECTRICAL ENGINEERING SERVICES

Cost of Project	Fees payable as a percentage of cost of project
<i>Up to ₦500 million</i>	1.95%
<i>Next ₦ 1,000 million or part thereof</i>	1.75%
<i>Next ₦ 2,500 million or part thereof</i>	1.50%
<i>Next ₦5,000 million or part thereof</i>	1.25%
<i>Over ₦ 10,000 million or part thereof</i>	1.00%

8.0 SCALE OF FEES FOR QUANTITY SURVEYING SERVICES

Cost of Project	Fees payable as a percentage of cost of project
<i>Up to ₦500 million</i>	2.75%
<i>Next ₦ 1,000 million or part thereof</i>	2.25%
<i>Next ₦ 2,500 million or part thereof</i>	2.00%
<i>Next ₦5,000 million or part thereof</i>	1.75%
<i>Over ₦ 10,000 million or part thereof</i>	1.25%

END OF AGREEMENT