

DEFINITIONS

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| 1. "The Employer" | shall mean BENUE STATE UNIVERSITY MAKURDI. |
| 2. "The Government" | shall mean the Federal or State Government of the Federal Republic of Nigeria. |
| 3. "The Consultant" | shall mean 3P DESIGN CONCEPTS LIMITED. |
| 4. "The Services" | shall mean professional services. |
| 5. "The Project" | shall mean the building and/or other construction works which the Employer wishes to undertake. |
| 6. "The Works" | shall mean the construction. |
| 7. "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 Consultant. |
| 8. Landscape Architect: | shall mean specialist Architect in Landscape Design. |
| 9. "Practical completion" | shall mean that the building or other construction is habitable or otherwise usable although there may be minor items unfinished or defective workmanship, all of which are listed on the handover inspection. |
| 10. "Time Charges" | shall mean either hourly rates, daily rates or man-month rate for professional and sub-professional staff. For the purpose of rates, the number of working hours per day shall be 8 hours. |
| 11. "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. |
| 12. "Gross Salary" | shall mean basic salary plus gratuity and other allowances and expenses excluding accommodation and transportation cost. The gross salary shall be agreed at the time of signing the contract and should come under Clause 3.2. |
| 13. "Professional Staff" | shall mean the various grades of Architects and professionals, engineers and technical officers referred to in table 3 third Schedule: |

AGREEMENT FOR-ALL IN SERVICES-INCLUDING ARCHITECTURAL DESIGN,
STRUCTURAL ENGINEERING, MECHANICAL & ELECTRICAL ENGINEERING AND
QUANTITY SURVEYING

THIS AGREEMENT is made this _____

Day of _____ 20 _____

Between BENUE STATE UNIVERSITY (hereinafter called “the Employer”) of the one part and
3P DESIGN CONCEPTS LIMITED Suite B08 Oando Station Plaza, Abuja, (hereinafter called “the
Consultant”) of the other part.

Whereas the Employer intends to erect 2 (TWO) UNITS OF STUDENT HOSTELS FOR BENUE
STATE UNIVERSITY (hereinafter called “the Project”)

NOW, THEREFORE, THE EMPLOYER and the Consultant, for the considerations hereinafter
named agree as follows:-

1. APPOINTMENT OF CONSULTANT

- 1.1 The Employer hereby appoints the Consultant and the Consultant hereby agrees to act as
Consultant in connection with the Project upon the terms and conditions and scale or
professional charges hereinafter set forth.

2. SCOPE OF SERVICES

- 2.1 The Consultant shall undertake the responsibilities and provide the services described in the
Second Schedule annexed hereto.
- 2.1.1 The Normal Services:
As stated in Clause 2.1.2.0; 2.2.0; 3.1; 4.1 in the Second Schedule.

3. REMUNERATION

- 3.1 The Normal Service
- 3.1.1 For the performance of the services described under Clause 2.1.1 the Consultant shall be
paid in accordance with the Scale of Fees laid down by the Government and published
under the title “Consultancy Fees Payable by the Public Sector” as in the Third
Schedule annexed hereto will be ~~N~~**47,053,350.39 (Forty Seven Million, Fifty Three
Thousand, Three Hundred and Fifty Naira, Thirty Nine Kobo)**

Based upon an estimated cost of the project of **₦603,584,877.00 (Six Hundred and Three Million, Five Hundred and Eighty Four Thousand, Eight Hundred and Seventy Seven Naira only)** as detailed in the third schedule annexed hereto.

- 3.1.2 The total fee payable to the Consultant will be based upon an Estimated Total Cost of the Project as detailed in the Third Schedule annexed hereto.

3.2 Additional Services

- 3.2.1 Should the consultants be requested to undertake Additional services necessary for the successful execution of the works, such services shall be undertaken on such terms and condition as in Third Schedule.

The total fee payable to the Consultant will be as paragraph 3.1.1

4. REIMBURSABLE EXPENSES

The Consultant shall be reimbursed by the Employer for all expenses actually and properly incurred in respect of items listed in the Fourth Schedule annexed hereto upon presentation of detailed invoices with supporting receipts where procurable subject to a provisional sum not exceeding **₦3,522,241.89** (Three Million, Five Hundred and Twenty Two Thousand, Two Hundred and Forty One Naira, Eighty Nine Kobo) or 1% ETC such sum shall not be exceeded without the authority of the employer.

5. METHOD OF PAYMENT

- 5.1 All sums due to the Consultant under this Agreement shall be paid in Nigerian Naira except as provided in Clause 10. 3

5.2 Fees shall become due as follows:-

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| Stage 1. | 25% of the fees based on the Estimated Total Cost (ETC) of the project. |
| Stage 2. | 50% of the fees based on the Estimated Total Cost (ETC) of the project. |
| Stage 3 | 25% of the fees based on the Estimated Total cost (ETC) of the project |

- 5.3 Reimbursable expenses shall become due upon the presentation of accounts for each stage.

Repetitive fees shall be due when the works contract for repeated building is awarded.

- 5.4 Claims in respect of fees and reimbursable expenses due to the Consultant shall be submitted by the Consultant to the Employer as follows:-

Fee Accounts three Copies.

Reimbursable Accounts and Supporting invoices with receipts three Copies.

- 5.5 Fees and expenses are to be paid within thirty days of submission unless queried by the Employer within twenty days of submission. In the event of a claim being queried a payment on account of which is not questioned is nevertheless to be made within thirty days of submission.

Any part of any claims properly payable but remaining unpaid for more than 90 days from the date of delivery shall carry interest from the thirty first day after submission to the date of payment at the prevailing Central Bank of Nigeria rate.

6. FACILITIES & STAFF

- 6.1 The Staff to be provided by the Consultant shall be sufficiently qualified and adequate to perform the work to the satisfaction of the Employer who shall have the right at any time, after written notice of such intention, to reject any staff member who in his opinion falls short of the standards required for the efficient operation of the Project and the Consultant shall as soon as practicable, but within one month replace such staff member at no expense to the Employer.
- 6.2 Upon written notice from the Employer the Consultant will submit biographical data concerning employee assigned to the Project.
- 6.3 The Consultant shall make every effort to guarantee reasonable continuity of personnel throughout the work and the Employer shall, upon request provide assistance to enable the Consultant to obtain Residence Permits and Entry Visas for expatriate staff in accordance with the prevailing Immigration regulations if need be.
- 6.4 The Consultant shall advise on and recommend to the employer employment of additional professional and sub-professional staff such as Architectural/building technicians, where in

their opinion more intensive site supervision is necessary, to maintain the standard of construction and progress. The employment of such staff shall be an Additional Service.

6.5 The Consultant shall provide Workmen's Compensation insurance for their employees in accordance with the applicable laws of Nigeria and shall carry out all other necessary Employer's Liability insurance.

6.6 The Consultant will comply with all Government requirements pertaining to the employment of their personnel.

6.7 The Employer in liaison with the appropriate bodies if need be may assign Advisers in Art, Sculpture and other specialized personnel required to collaborate on the Project. Such personnel shall have their fields of work clearly defined by agreement with the Consultant and be paid by the Employer.

6.8 The Employer may assign professional and technical staff to the Project. Such staff shall have their duties clearly defined by agreement with the Consultant and be paid by the Employer.

7. COMMENCEMENT OF SERVICES

7.1 This Agreement shall become effective upon the Consultant's receipt from the Employer of a written notice to proceed with the services to be provided herein.

8. PROGRAMME

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

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| 8.1 | Stage 1 | From the date of receipt of instructions to proceed until the submission of the final sketch design and preliminary estimated total cost for Approval and not to exceed one month. |
| 8.1.2 | Stage 2 | From the date of approval of Stage 1 until the submission of the tender documents for approval and not to exceed two months. |
| 8.1.3 | Stage 3 | From the date of the award of the contract for the Works until the acceptance |

of the Works by the Employer after final completion that is, after the Defects Liability Period, issuing of the final Completion Certificate and the Final certificate of Payment:

Provided that in the event of the Works for the Work contract period having been extended the Employer shall have requested the additional Service to be performed by the Consultant.

8.2 Delays to Consultant's Services

Where delays are caused by the Consultant's failure to obtain adequate reply, approval, or decision within thirty (30) days after a request has been made by the Consultant due to the following reasons:

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

The Employer shall adequately compensate the Consultant for any costs incurred as a result of the delay, such cost established and approved by the employer.

8.3 The Employer undertakes to consider and review all document submitted by the Consultant

10. ASSIGNMENTS

The Consultant shall not assign or transfer in part the benefits and obligations of this Agreement or in whole, and in the event of the death or incapacity of the Consultant the Consultant's survivor shall proceed or at anytime take into partnership another Professional partner or partners who, or the survivor or survivors of whom, shall thenceforth assume the liabilities of the Agreement.

11. INCAPACITY OF CONSULTANTS

If the Consultant shall become incapacitated from action as Consultant as aforesaid the Employer may make full use of all or any drawings, estimates or other documents prepared by the Consultant pursuant to and for use under this Agreement without prejudice to the lien on such drawings or documents against unpaid fees except for the purpose of the building Works which are the subject of this Agreement.

12. POSTPONEMENT OR ABANDONMENT

- 12.1 In the event of the whole or any part of the Services hereinbefore referred, being postponed abandoned or delayed through no fault of the Consultant the Employer shall instruct the Consultant accordingly and the Parties shall proceed as hereinafter.

12.1.1 Pre-Contract Service

Instructions to postpone, abandon or delay work shall take effect upon the completion of the current stage of the Normal Service or upon the completion of the Additional Service. The Consultant shall be remunerated in full for such services.

12.1.2 Post-Contract Services.

Instructions to postpone, abandon or delay work shall take effect three months after such instructions are received from the Employer. The fees 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 service.

12.2 Notwithstanding Clause 12. 1 if instructions necessary for the Consultant to continue work are not received from the Employer six months after such instructions were requested the services under this Agreement shall be deemed to have been abandoned. In this event all document including drawings shall be handed over to the Employer at no additional fee subject to the provisions of Clause 16 hereinafter.

13. **RESUMED AGREEMENTS**

If this Agreement which has been abandoned pursuant to Clause 12 is resumed without substantial alteration within one year any fees paid under Clause 12.1 1 and 12.1.2 shall rank solely as payments on account towards the total fee payable on the execution of the Services herein and calculated on the total estimated costs of works.

14. **ALTERATIONS AND MODIFICATIONS**

In the event of circumstances arising which could not have reasonably been foreseen or in the event of the Employer ordering modifications to completed designs or alterations to designs in progress which involve the revision of any calculation, specification. Drawings or other documents prepared under this Agreement the whole of it shall be in accordance with Clause 3.2 of these conditions. However in the event of the scope of work being so materially altered by the Employer as to warrant the preparation of new or additional documents and drawings, the consultant shall charge for such as in accordance with clause 13.1

15 **PROGRESS REPORTS OF THE WORKS**

15.1 The Consultant shall prepare and submit to the Employer four copies of a report to be prepared quarterly on the progress of the Project. Such reports shall include the minutes of the monthly site meeting, records of labour and materials on site, progress photographs and a financial statement.

16 COPYRIGHT

- 16.1 In accordance with the provisions of the laws, copyright in all drawings and in the work executed from them, will remain the property of the Consultant unless otherwise agreed by negotiation.

17 TERMINATION

- 17.1 This Agreement may be terminated at any time by either party on the expiration of three months notice when the Consultant shall be entitled to remuneration in accordance with the provisions of Clause 12 hereinbefore.

18 FORCE MAJEURE

- 18.1 The Consultant 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 Consultant shall give the Employer written notice within thirty days of the occurrence together with an estimate of the cost and / or additional costs, the Consultant will be entitled to reasonable reimbursement and extension of time where applicable.

19 LAW OF THE AGREEMENT

- 19.1 The Agreement shall be deemed to be a Nigerian Agreement and shall be governed and construed according to the laws including taxation laws being in force in the Federal Republic of Nigeria. Both parties to the Agreement shall comply with there laws.

20.1 ARBITRATION

- 20.1 Any disputes arising out of this Agreement which cannot be settled by mutual agreement shall be referred to an arbitrator to be agreed between the parties or failing such agreement to an arbitrator appointed by the Chief Judge of Benue State on application of either party to him/her.

- 20.2 Any such reference shall be deemed to be a submission to arbitration within the Arbitration Act Cap. 13 of the laws of Nigeria and any subsequent revisions thereof.

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

21 LIST OF SCHEDULES

Schedule annexed hereto and hereinbefore referred shall be read with this Agreement.

- 21.1 First Schedule (Clause 22 1)
Responsibilities and Duties of the Employer
- 21.2 Second Schedule (Clause 23. 1)
Scope of services and responsibility of the Consultants.
- 21.3 Third Schedule (Clause 24 .1)
Fee computation and Stages fees.
- 21.4 Fourth Schedule (Clause 25. 1)
Reimbursable Expenses.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED by

For and on behalf of the EMPLOYER Benue state university Makurdi, Benue State

In the presence of _____

Witness Signature _____

Address: Benue state university Makurdi, Benue State

Occupation _____

SIGNED, SEALED AND DELIVERED by

For and on behalf of the Consultant 3P DESIGN CONCEPTS LIMITED Suite B08 Oando Station Plaza, Abuja.

In the presence of _____

Witness Signature _____

Address _____

Occupation: _____

CLAUSE 22
FIRST SCHEDULE
RESPONSIBILITIES AND DUTIES OF THE EMPLOYER

22 **FIRST SCHEDULE REFERRED TO IN THE AGREEMENT**

The Employer nominates VICE CHANCELLOR or his representative to whom the Consultant will deal direct and through whom all information will be passed to the Consultant.

22.1 Briefing for the Project

- (a) The Employer will initiate the Brief for the Project and produce briefing documents needed, assisted by the Consultant as required.

The information will includes the following:-

- (b) Location of site and site plan with boundaries indicating the beacons, dimensions.
- (c) Survey of levels including details existing buildings and other topographical details.
- (d) Schedules of accommodation for all buildings including room areas schedules of fitted furniture, services and appliances required.
- (e) Timetable for completion of the Project, with details any phasing or sectional completion required.
- (f) Any other special requirements or considerations likely to affect the Project

22.1 Employers Approvals

- (a) The Employer will consider and review all documents submitted by the Consultant and process any necessary approvals for the Consultant within 30 days of their submission so as not to delay their work or prevent them from giving drawings and instructions to the contractor without unreasonable delay.
- (b) Such approvals will include the followings:
 - (i) Approval of the Project brief including briefs for each building or other work before pre-contract activity commences.

- (ii) Approval of Preliminary Designs and estimates of cost to allow the Consultant to proceed with the Final Design.
- (iii) Approval of Contract Documentation and direct the Consultant to invite Tenders or negotiate an existing contract.
- (iv) Approval of an acceptable Tender and documents to be signed by the Employer.
- (v) Variations.
- (vi) Final Accounts.

22.4 Certificates

- (a) On receipt of Certificates prepared by the Consultant the Employer shall make payments to the Works contractor under the terms conditions of the Works building contract.

22.5 Acceptance of Completed Works

- (a) Following a joint inspection by Employer and Consultant of the whole or part of the completed Works, on the advice of the Consultant the Employer shall agree that the conditions of the Works building contract have been fulfilled and give written confirmation to the Consultant who will issue a certificate of the completion of the Works or part thereof.

22.6 Site Accommodation

- (a) The Employer, through the works contract, will furnish, equip, staff and maintain a site office, laboratory, meteorological and field test equipment facilities as required by the consultant for the inspection and testing of the construction works. The Consultant shall issue jointly to the contractor and Employer certificates and records of tests undertaken, and shall keep records of all tests carries out through out the Works contract.

CLAUSE 23
SECOND SCHEDULE
CONSULTANTS SCOPE OF WORK AND RESPONSIBILITIES

SECOND SCHEDULE

Responsibilities and services of the consultant

23.0 Responsibilities

- (a) The consultant must have the authority of the Employer before initiating any service or work stage.
- (b) The consultant shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the Employer.
- (c) The Consultant shall inform the Employer if they have reason to believe the total authorized expenditure or contract period are likely to be materially varied and any variation whatsoever must be with knowledge and consent of the employer.
- (d) The Consultant shall not be responsible for the Works contractor's operational methods, techniques, sequences or procedures, or any of the contractor's safety precautions with the works nor shall they be responsible for any failure by the contractor to carry out and complete the Works in accordance with the terms of the works contract between the Employer and the contractor.
- (e) The Consultant, will prepare proposals for consideration by the Employer which may assist the administration of the construction programme and also protect the interest of the Employer.
- (f) The Consultant will advise on the need for specialist Consultants and will be responsible for the integration of their work. The Specialist Consultants shall be responsible for the detailed design and supervision of the work .
- (g) The Consultant may recommend that specialist sub-contractors should provide special detailed design and execute any part of the work. He shall be responsible for the integration of their detail, and for general supervision of their work in accordance with clause 23.1 (h)

Nominated sub-contractors shall be responsible for the special detailed design entrusted to them.

(h) The Consultant shall give such regular supervision and inspection as may be necessary to ensure that the works are being executed in general accordance with the contract. Constant supervision does not form part of normal duties and additional services.

(i) Where the employment of resident staff for constant supervision is agreed such staff will be employed by the Consultant who shall be reimbursed in accordance with clause 24, Table 3 of these conditions.

(j) Where frequent or constant inspection is required a clerk of works may be employed. He shall be appointed and paid by the Employer or alternatively may be employed by the consultant who shall be reimbursed in accordance with clause 24, Table 3 of these conditions.

23.1 SCOPE OF PROFESSIONAL SERVICES FOR THE CONSULTANTS ARCHITECTS

ARCHITECTS SERVICES

PRIME CONSULTANT ON BUILDING PROJECTS

23.1 On all building projects which include new construction or and maintenance (renovation, rehabilitation restoration, refurbishing of existing buildings) and furnishing works amongst others, the Architect is the PRIME CONSULTANT and thus renders the normal services under three stages which marks the progress of the architect's work. Each stage is an integral part of the other (the architectural process and none may be omitted, save when the engagement is terminated in accordance with the agreed terms and conditions of engagement. On completion of each stage, the appropriate stage fee payment shall be made as indicated in section A item 2.0 of the professional scale of fees.

23.1.2.0 THE NORMAL SERVICES

23.1.2.1. STAGE 1: PRELIMINARY DESIGN

1.2.1.1 Obtaining employer's briefing and requirement including survey plan (s) and other statutory documents, visiting and appraising and analyzing the site, sourcing of statutory design data and information. Analyzing the employer's requirements and sourcing other consultant's input therein.

- 1.2.1.2 Preparing, illustrating and describing outline proposal in an appropriate scale. While on maintenance works, detailed schedule of dilapidation to include extent and level of damage, deterioration, disrepair and defects amongst others, shall accompany the proposal.
- 1.2.1.3.1 Advising, guiding the employer on the need to take any major decision required and receiving appropriate approval.
- 1.2.1.4 Preparing appropriate design scheme (s) consisting of drawings and outline specifications sufficient to indicate spatial arrangements, materials usage and design configuration with site arrangement and Architectural massing. While on maintenance works appropriate re-detailing, repair/replacement schedule and specification shall accompany the proposal
- 1.2.1.5 Presenting a report on the scheme, including cost implication and programme for the project.
- 23.1.2.2 **Stage II: PRODUCTION, WORKING, DRAWINGS, SPECIFICATIONS AND DETAILS.**
- 1.2.2.1 Preparation of comprehensive workings drawings and contract documents, including designs/technical specifications. The detailed work/construction drawings shall include:
- 1.2.2.2 Detailed Site Plan showing the design orientation and configuration, Statutory Setbacks, External works; Septic Tanks, Soak away Pits and Inspection Chambers; Gates, Fence locations, Parking and any other design information relevant to the scheme.
- 1.2.2.3 Overall plan(s) of the scheme for all floors including roof plan(s) detailed dimensions, annotations and blown up details of all parts in appropriate scale for other consultants use and construction works.
- 1.2.2.4 Detailed sections, elevations, wall and floor finishers, construction details, and levels.
- 1.2.2.5 Working details, window and door schedules, ironmongery schedule fittings and fixtures.

- 1.2.2.6 Detailed material specification book and painting schedule for the scheme.
- 1.2.2.7 Co-ordination and reconciliation of all the drawings and inputs of other consultants and specialists.
- 1.2.2.8 Obtaining information and other design from manufacturer and suppliers for the purpose of detailing design schemes and cost control.
- 1.2.2.9 Providing appropriate information and drawings and specifications for preparation of Bills of Quantities.
- 1.2.2.10 Reconciling all Structural Drawings, and their specifications with the architectural design to ensure that there are no conflicts or discrepancies.
- 1.2.2.11 Reconciling all Mechanical, Electrical and specialist's drawings, and the specifications with the architectural design to ensure that there are no conflict or discrepancies.
- 1.2.2.12 Reconciling all final Bills of Quantities with the detailed architectural design, working/construction drawings and specifications to ensure that there are no conflicts or discrepancies.
- 1.2.2.13 Co-ordination of reconciliation of all final designs, specifications, Bills of Quantities, other tender/contract documents and input of all consultants to ensure that there are no conflict or discrepancies.
- 1.2.2.14 Avail the employer with the appropriate form of contract and advising and guiding the employer in the pre-qualification of all contractors for the works.
- 1.2.2.15 Preparing the form tender and issuing invitation to tender.
- 1.2.2.16 Issuance and collation of all tender documents to and Tenderers, preparing the appropriate contract agreement with all conditions applicable for the works.

23.1.2.2. STAGE III OBTAINING TENDERS TO COMPLETION

- 1.2.3.1 Obtaining, analyzing as it relates to Architects works (preference, quality of work executed, machinery equipment capability/competence, category of statutory registration. etc) and full report on tenders, preparing and advising on the contract and the appointment of the contractor.
- 1.2.3.2 Arranging for the works contractor to take possession of site.
- 1.2.3.3 Examining, reviewing and approving the contractors works programme.
- 1.2.3.4 Supervision and co-ordination of all site works including a per month formal site and technical meetings.
- 1.2.3.5 Producing and circulating the minutes of such meeting to all parties.
- 1.2.3.6 Issuing payment certificates and other administrative duties including submission of a progress report to the employer quarterly.
- 1.2.3.7 The normal service allows for one formal site visit per month at which meeting is held as above.
- 1.2.3.8 The consultant Architect shall make additional periodic visits to the sites as appropriate to supervise generally the progress and quality of the work.
- 1.2.3.9 Additional visits or provision of staff for more frequent or constant supervision in this regard as approved by the employer shall be regarded as an additional service.
- 1.2.3.10 Upon the practical completion of the works, the Consultant Architect shall visit the site with the employer or his duly appointed representative and all interested parties for the purpose of handing over the building to the employer and agree on the expiry date of the defects liability period.
- 1.2.3.11 Upon this agreed date the Consultant Architect shall at a first inspection and upon the expiry of a mutually agreed period for the rectification of defects he shall make final inspections of the works. Any further visits required shall be regarded as an additional service.
- 1.2.3.12 Issuing a certificate of the practical completion of the works and final payment certificate.

23.1.3 ADDITIONAL SERVICE

These are such services that are referred to as Additional services within the Nigerian institute of Architects current publication on (condition of Engagement and consultancy services agreement).

SCOPE OF PROFESSIONAL SERVICES FOR CIVIL/STRUCTURAL ENGINEERS

2.1.0 The Consultant Civil Engineer on civil engineering projects, such as roads, bridges etc. is the designer consultant on such projects and he is the PRIME CONSULTANT.

2.2.0 NORMAL SERVICE

2.2.1 STAGE 1: PRELIMINARY DESIGN

2.2.1.1 Seek the brief from, and discuss with the client the role of the consultant engineer and his relationship with the need for other consultants.

2.2.1.2 Seek from the employer all information to be provided by the client and prepare a questionnaire for the employer to seek further clarification for his requirements.

2.2.1.3 Advise the employer on limitation caused by topography, road public access to the site both during construction of the project, on completion and any identifiable previous uses that may affect the design to the employer.

2.2.1.4 Obtain such information as is reasonable available from documents on the existence and extent of public services such as water, gas, electricity, telecommunications, sewage, culverts, tunnels and any physical site restriction which affect the engineering options for the project and comment on the same to the brief.

2.2.1.5 Make initial recommendations to employer on the technical viability of the project with suggestion for amending the brief.

2.2.1.6 Advise the employer on the need for geo-technical investigation, topographical and other surveys of the site to obtain details of construction in existence on or adjacent to the site.

2.2.1.7 Arrange on behalf of the employer when authorized by him for such investigation to be undertaken by appropriate professional and certify the amount of any payment to be made by the employer for the carrying out such investigations.

2.2.1.8 Develop the employer's requirement into a definitive brief for the project in consultation with the employer any other consultants and consider alternative outline solutions to the project.

2.2.1.9 Provide sufficient preliminary information in the form of advice, sketches and reports or outlines specification to enable any other consultants to prepare their outline proposals and inputs to the outline cost plan.

2.2.1.10 Collate, co-ordinate and present the outline proposals and cost plan to the employer.

2.2.1.10.1 After receiving the Client's approval of the outline proposals and the client's consent to proceed to the scheme Design Stage:

- (a) Liaise as may be necessary with the employer or any consultant, prepare and submit an outline program for the whole of the design.
- (b) Integrate the services of any other consultants in relation to the scheme design and the results of their work with that the whole of the design.
- (c) Develop the design of the outline proposals for the project in collaboration with any other consultants.
- (d) Prepare or seek from others such representative sketches.
- (e) Drawing, specifications, and / or calculations as are necessary to enable the consulting engineer or any other consultant to prepare the cost plan.
- (f) Prepare or seek from others such information as is necessary to enable consulting engineer or any other consultant to prepare the scheme design; present the scheme design and cost plan to the employer, drawing attention to any significant differences from their previously agreed requirement of the employer.

2.2.2 STAGE II

- 2.2.2.1 Develop the design of the project in collaboration with other consultants and prepare detailed calculations detailed construction and working drawings, detailed bending schedule and detailed specifications to facilitate the preparation of tender documents for the project.
- 2.2.2.2 Co-ordinate the services of any other consultants to develop the details of the project.
- 2.2.2.3 Monitor the activities of any other consultants to measure actual progress against the programme and report to the employer.
- 2.2.2.4 Following submission of drawings and other information relevant to the project by any other consultants, co-ordinate dimensional and similar requirements including builders work, provision for building services and any special provisions for the fixing of non-structural cladding and other components.
- 2.2.2.5 Check that the design information provided by the other consultants are integrated.
- 2.2.2.6 Advise the employer as to the suitability of persons and firms to be invited to tender for any contract involving the construction, supply and or installation of all or part of the project or the works.
- 2.2.2.7 Advise the employer on the need for any special conditions of contract relevant to the project and on the appropriate forms of contract and invitation to tender for the project.
- 2.2.2.8 Notify the client of the completion of the developed design of the project.
- 2.2.2.9 Seek the employer's consent to proceed to the Tender Stage.
- 2.2.2.10 Assemble the Tender documents and issue to firms invited to tender.
- 2.2.2.11 With the assistance of any other consultants, advise the employer on the relative merits of tenders received for carrying out all or part of the project.

- 2.2.2.12 Prepare such calculations and details as may be required for submission to appropriate statutory authority for the purpose of applying for necessary approval for the construction of the project.
- 2.2.2.13 Monitor the activities of any other consultant with regard to any submissions they are making in applying for statutory approvals in respect of the project and to measure actual progress against the programme and report to the employer.

2.2.3 SATGE III

2.2.3.1 Advising the employer on the need for special inspection or testing during manufacture and installation of such electrical and mechanical materials, machinery and plant supplied for incorporation in the works and arranging a witnessing acceptance tests.

- (a) Advising the employer/other consultants on the appointment of the site staff.
- (b) Making such visit to site at least once a month as the consulting Engineer shall consider necessary to satisfy himself as to the performance of any site staff and to satisfy himself that the work are executed generally according to contract and otherwise in accordance with good engineering practice.
- (c) Giving all necessary instruction to the contractor, provided that the Consultant Engineer shall not without the prior approval of the employer give any instructions which in the opinion of the Consulting Engineer are likely to increase the cost of the works.
- (d) Advising the employer or other consultants as to the need to vary any part of the project for a reason or reasons relating to the works.
- (e) Approving the contractor's commissioning procedures and performance tests and inspecting the works on completion.
- (f) Performing any services which the Consulting Engineer may be required to carry out under documents which he had prepared relating to the works. The consulting Engineer may decline to perform any services specified in a contract, the terms of which have not initially been expressly approved by him in writing.

- (g) Delivery to the employer on the completion of the Works such Records Drawing; manufacturer's manual, contractors operating instructions, where appropriate, certificate of works test that are as reasonably necessary to enable the employer to operate and maintain the works.
- (h) Examining the contractor's proposals, programme work, method statement etc.
- (i) Issuing certificate for payment to the contractor.
- (j) Assisting in settling any difference, which may arise between the employer and the contractor, provided that this service shall not extend to advising the employer following the taking of any step in or towards any arbitration or litigation in connection with the works.

3.0 SCOPE OF PROFESSIONAL SERVICES FOR MECHANICAL OR ELECTRICAL ENGINEERS

NORMAL SERVICES

STAGE 1: PRELIMINARY DESIGN

- (a.) Seek the brief from, and discuss with the employer the role of the consultant engineer and his relationship with and need for other consultant.
- (b.) Seek from the employer all information to be provided by the employer and prepare a questionnaire for employer to seek further clarification for his requirements.
- (c.) Advise the employer on limitation caused by topography, road and public access to the site both during construction of the project, on completion and any identifiable previous uses that may affect the design options.
- (d.) Obtain such information as is reasonably available from documents on the existence and extent of public services such as water, gas, electricity, telecommunication sewage, culverts tunnels and any physical site restriction which may affect the engineering options for the project and comment on same to the employer.

- (e.) Make initial recommendations to the employer on the technical viability of the project with suggestions for amending the brief.
- (f.) Advise the employer on the need for geo-technical investigation, topographical and other surveys of the site to obtain details of construction in existence on or adjacent to the site.
- (g.) Arrange on behalf of the employer when authorized by him for such investigation to be undertaken by appropriate professionals and certify the amount of any payment to be made by the employer for carrying out of such investigations.
- (h.) Develop the employer's requirement into a definitive brief for the project in consultations with the employer any other consultants and consider alternative outline solutions to the project.
- (i.) Provide sufficient preliminary information in the form of advice, sketches, and reports or outline specification to enable any other consultants to prepare their outline proposals and input to the outline cost plan.
- (j.) Collate, co-ordinate and present the outline after receiving the employer's approval of the outline proposals and the employer's consent to proceed with the scheme stage.
- (k.) Negotiate with public and other utility authorities for the provision of necessary incoming services.
- (l.) Provide by way of sketch Drawing or Schedules the Structural Planning requirements for the engineering services showing locations and approximate sizes of plant room, major items of plant, major ducts and services runs and provide the approximate weights and size of any item affecting the structural/architectural designs respectively.
- (m.) Assess and prepare schedules of power, heating and cooling loads as applicable. Review and agree on the thermal performance standards for the facades and roofs of buildings with any other consultants. Review and update as necessary the general consideration affecting the selection of energy sources.

STAGE II

- (a.) Develop the design of the project in collaboration with other consultants and prepare detailed calculations, detailed construction and working drawings, detailed specifications to facilitate preparation of tender documents for the project.
- (b.) Co-ordinate the services of any other consultants to develop the details of the project.
- (c.) Monitor the activities of any other consultant to measure actual progress against the programme and report to the employer.
- (d.) Following submission of drawings and other information relevant to the project by any other consultants, co-ordinate dimensional and similar requirements including builders work, providing for building services and any special provisions for the fixing of non-structural cladding and other components.
- (e.) Check that the design information provided by other consultants are integrated.
- (f.) Advise the employer as to the suitability of persons and firms to be invited to tender for any contract involving the construction, supply and/or installation of all or part of the project or the works.
- (g.) Advise the employer on the need for any special conditions of contract relevant to the project and on the appropriate forms of contract and invitation to tender for the project
- (h.) Notify the employer of the completion of the developed design of the project.
- (i.) Seek the employer's consent to proceed to the Tender Stage.
- (j.) Assemble the Tender documents and issue of firms invited to tender.
- (k.) With the assistance of any other consultants advise the employer on the relative merits of tenders received for carrying out all or part of the project.
- (l.) Prepare such calculations and details as may be required for submission to appropriate statutory authority for the purpose of applying for necessary approvals for the construction of the project.

- (m.) Monitor the activities of any consultants with regard to any submissions they are making in applying for statutory approvals in respect of the project and to measure actual progress against the programme and report to the employer.

STAGE III

Advising the employer on the need for special inspection or testing during manufacture and installation of such electricity and mechanical materials, machinery and plant supplied for incorporation in the works, and arranging and witnessing acceptance tests.

- (i) Advising the employer/other consultants on the appointment of the site-staff.
- (ii) Making such visit to site at least once a month as the consulting Engineer shall consider necessary to satisfy himself that the works are executed generally according to contract and otherwise in accordance with good engineering practice.
- (iii) Giving all necessary instructions to the contractors, provided that the consulting engineer shall not without the prior approval of the employer give any instructions which in the opinion of the consulting Engineer are likely to increase the cost of the work.
- (iv) Advising the employer or other consultants as to the need to vary any part of the project for a reason or reasons relating and appropriate to the works.
- (v) Approving the contractor's commissioning procedures and performance tests and inspecting the works on completion
- (vi) Performing any service which the consulting engineer may be required to carry out under documents which he had prepared relating to the works. The consulting Engineer may decline to perform any services specified in a contract, the terms of which have not initially been expressly approved by him in writing.
- (vii) Delivering to the employer on the completion of the works such Record, Drawings, manufacture's manual, contractor operating instructions, where appropriate, certificate of works tests that are reasonably necessary to enable the employer to operate and maintain the works.

- (viii) Examining the contractor's proposals. e.g. programme of works method statements.
- (ix) Issuing certificate for Payment to the contractor.
- (x.) Assisting in settling any difference which may arise between the employer and the contractor, provided that this service shall not extend to advising the employer following the taking of any step in or towards any arbitration or litigation in connection with the works.

ADDITIONAL SERVICES

3.2.1 These are such services that are referred to as “Additional services within the Nigerian institute of Architects current publication on ‘Conditions of Engagement and consultancy services Agreement’.

SCOPE OF SERVICE OF THE QUANTITY SURVEYOR

4.1 NORMAL SERVICES

4.1.1 STAGE I: PRELIMINARY AND FINAL BUDGET ESTIMATING

4.1.1.1 Inspection of the site to ascertain site conditions

4.1.1.2 Preparation of Budgetary Estimate based on Gross Floor Area or other “Unit Method”.

4.1.1.3 Preparation of Preliminary Estimate based on Preliminary Design/Drawings prepared by other consultants.

4.1.1.4 Cost checking of alternative designs and specifications arrive at acceptable final budget estimate.

4.1.1.5 Preparation of Detailed Estimate based on detailed Drawing, Specifications and schedules prepared by other consultants.

4.1.2.1 Preparation of Bills, of Quantities based on detailed drawings, design, specifications and schedules prepared by other consultants.

4.1.2.2 Preparation of Articles of Agreement

4.1.2.3 Preparation of Form of Tender

4.1.2.4 Preparation of Schedule of Day Works

4.1.2.5 Preparation of Preliminary items of works

4.1.2.6 Advice on specification and contract conditions to other consultants.

4.1.2.7 Collation of specifications and contract conditions and advice on Tendering Procedure.

4.1.2.8 Advice on Contractual Arrangement.

4.1.2.9 Pricing of Bills of Quantities with a view to comparing with Tenders.

4.1.2.10 Collating the Full Tender Documents comprising Articles of Agreement, Contract Conditions, Preliminaries, Specifications/Preambles, Bills of Quantities, form of tender and Schedule of Day works.

4.1.2.11 Co-operate with other consultants on the preparation of the list of contractors and sub-contractors.

4.1.2.12 Send the full Tenders.

4.1.3 **STAGE III: CONTRACT ADMINISTRATION.**

4.1.3.1 Tender evaluation, analysis and reporting.

4.1.3.2 Preparation of contract documents for the project, ready for signature (at least five copies)

- 4.1.3.3 Check and confirm suitability and adequacy ;of Bonds,
- 4.1.3.4 Advise on Advance Payment and list of materials to be covered
- 4.1.3.5 Site measurement and preparation of Interim Valuations for the works on monthly basis or agreed intervals.
- 4.1.3.6 Measurements and adjustment of variations in the scope of works (variation etc)
- 4.1.3.7 Measurement of (where applicable) and settlement of claims
- 4.1.3.8 Management of cost implication of contractual issues.
- 4.1.3.9 Preparation of periodic assessment of anticipated Final Cost and reporting thereon.
- 4.1.3.10 Preparation of Final Measurement and settlement of claim.
- 4.1.3.11 Preparation of Final Accounts for the project
- 4.1.3.12 Advice on the management of cost implications on non-contractual issues.

CLAUSE 24

THIRD SCHEDULE

CONSULTANCY FEES PAYABLE IN THE CONSTRUCTION INDUSTRY.

FEE COMPUTATION AND STAGE FEES

This part explains in detail how fees and charges are to be calculated. It deals first with the Estimated Total Cost on which percentage fees must be based then with the application of reductions for repetitive works.

Estimated Total Cost (ETC)

- (a) For the purpose of determining the fees payable under the Agreement the Estimated Total Cost of Project comprises the estimated cost of all works including all plant and equipment forming a permanent part of the structure and also including all ancillary structures and all site works designed by the consultant and forming an integral part of the project.
- (b) The Estimated Total Cost shall include the cost of all works designed or supervised by specialist Consultants for which the Consultant is responsible for directing in accordance with the First Schedule Clause 23 (f) irrespective of whether such work is carried out under separate building contracts for which the consultant may not be responsible. The consultant shall be entitled to be informed of the cost of any such separate contracts.
- (c) In addition to the cost of all the works executed under the works contract the Estimated Total Cost shall include the cost of any work which is excluded from the contract but otherwise designed by the consultant.
- (d) The Estimated Total Cost shall include the cost of built-in furniture and equipment.
- (e) Where appropriate the current cost of old materials to be used in the works will be used for the purpose of calculating the Estimated Total Cost.
- (f) Where any materials, labour or carriage are supplied by the Employer who is not the builder the cost shall be estimated by the consultant as if they were supplied by the builder and included in the Estimated Total Cost of project.
- (g) Where the Employer is the builder a statement ascertained gross cost of the works may be used in calculating the Estimated Total Cost provided always that the consultant's own estimate shall be used in the absence of any bona fide statement of the ascertained cost including allowance for overheads.

- (h) Where the scope of works is increased at any stage beyond the one covered by the Estimated Total Cost of project additional fees will be payable for the consultant services in respect of the added scope of works.

SECTION A

24.1.0 SCALE OF FEES FOR PRIME CONSULTANTS

A Prime Consultant is the leader of the team of Consultants on a project. He conceives and initiates the project, produces the guiding designs or sketches, co-ordinates and in some cases manages the project.

TABLE 1 SCALE OF FEES FOR PRIME CONSULTANT

COST OF PROJECT	FEES PAYABLE AS A PERCENTAGE OF COST OF PROJECT
Up to 5 million	4.75%
Next 10 million or part thereof	4.5%
Next 15 million or part thereof	4.25%
Next 45 million or part thereof	4.0%
Next 75 million or part thereof	3.5%
Next 150 million or part thereof	3%
Next 200 million or part thereof	2.5%
Balance over 500 million	1.75%

2.0 STAGE PAYMENT FOR ALL CATEGORIES OF CONSULTANTS IN THE CONSTRUCTION INDUSTRY.

The proportion of the total fees payable to all categories of consultants at the different stages of implementation shall be as follows:-

- Stage 1 should be 25% of fees based on the Estimated Total Cost (ETC) of project.
Stage 2 should be 50% of fees based on the Estimated Total Cost (ETC) of project.
Stage 3 should be 25% of fees based on the Total Construction Sum (TCS) of project.

3.0 **CALCULATING FEES FOR STAGE PAYMENT FOR ALL CATEGORIES OF CONSULTANTS IN THE CONSTRUCTION INDUSTRY**

Fees for Stages 1 and 2 shall be calculated on the basis of the Estimated Total Cost (ETC) of project and payments shall be made on these stages accordingly. Fees for Stage 3 shall also be calculated on the basis of the Estimated Total Cost (ETC) of project which is reviewed periodically as the project progresses and payments shall continue to be made periodically accordingly. The tender sum shall be adopted as the ETC where this is known.

4.0 **REPETITIVE WORKS FOR ALL CATEGORIES OF CONSULTANTS IN THE CONSTRUCTION INDUSTRY.**

The remunerations for repetitive works is in line with the scale of Fees for basic services and depending on how many times the same work is being repeated, the scale of fees shall be as in Table 2 for all categories of consultants.

Table 2 **SCALE OF FEES FOR REPETITIVE WORKS FOR ALL CATEGORIES OF CONSULTANTS**

NUMBER OF REPETITIONS	FEES PAYABLE AS A PERCENTAGE OF COST OF PROJECT
Initial Project	100%
First 10 Repetitions	30%
Next 10 Repetitions or part thereof	20%
Next 30 Repetitions or part thereof	15%
Next 50 Repetitions or part thereof	12.5%
Next 150 Repetitions or part thereof	10%
Next 250 Repetitions or part thereof	7.5%
Next Balance over 500 Repetitions	5%

Please note that repetitive reduction shall not apply to single buildings, all sub-structure and post-contract services of the project.

5.0 **RESIDENT SUPERVISION FOR THE PRIME CONSULTANTS**

5.1 The fees for Resident supervision by the Prime Consultant is in accordance with the man-month rates as shown in Table 3.

5.2 **TIME CHARGES**

All man-month rates are applicable to Time Charges on a pro-rata basis and in accordance with the following principles.

10 months (200 days) in a year;

20 days in a month; and

8 hours in a day.

Table 3: **MAN-MONTH RATES FOR PRIME CONSULTANTS IN 1996**

CATEGORY OF STAFF	MINIMUM YEARS OF EXPERIENCE	MAN-MONTH RATES N
Chief Resident Architect or Engineer	15	102,300
Prin. Resident Architect or Engineer	12	92,400
Senior Resident Architect or Engineer	6	69,300
Resident Architect or Engineer	4	56,100
Asst. Resident Architect or Engineer	Under 4	46,200
Senior Technical Officer	-	69,300
Technical Officer	-	46,200
Assistant Technical Officer	-	33,000
Draughtsman	-	23,100

6.0 **PROJECT MANAGEMENT FOR ALL CATEGORY OF CONSULTANTS**

Where the Prime Consultant or any other consultant is the Project Manager, the sliding scale of fee in Table 4 shall apply.

Table 4: **SCALE OF FEES FOR PROJECT MANAGEMENT**

COST OF PROJECT (N)	FEES PAYABLE AS A PERCENTAGE OF COST OF PROJECT
Up to 5 million	1.0%
Next 10 million or part thereof	0.90%
Next 15 million or part thereof	0.80%
Next 45 million or part thereof	0.70%
Next 75 million or part thereof	0.60%
Next 150 million or part thereof	0.50%
Next 200 million or part thereof	0.40%
Balance over 500 million	0.30%

7.0 **REIMBURSIBLE EXPENSES FOR ALL CATEGORIES OF CONSULTANTS ON A CONSTRUCTION PROJECT**

7.1 The Payment of Reimbursable claims on transport, accommodation, printing, computer rental, office equipment and other incidental expenses incurred on the project shall be made to all the consultants in addition to normal fees, but only after the receipts backing up such claims have been accepted by the client, subject however to a maximum of 1% of the cost of the project. This amount is distributed among the consultants as follows:-

Architect	(Prime Consultant)	-	40%
	Structural Engineer	-	15%
	Quantity Surveyor	-	15%
	Mechanical Engineer	-	10%
	Electrical Engineer	-	10%
	Geotechnical Engineer	-	5%

For the Estate Surveyors, Surveyors & Town Planners refer to paragraphs 85.0, 97.0 and 115.0 respectively.

7.2 Where the Architect is not the Prime Consultant, he will exchange his place on the distribution list with; the professional that is the Prime Consultant on the project.

- 7.3 Where the 1% of the cost of project as distributed is found to be inadequate, the approval to exceed must first be obtained from the employer before the affected consultant is free to make a case for additional reimbursement supported with relevant receipts.
- 7.4 Where a Geotechnical Engineer and/or a Builder is/are absent on the project his/her share (s) of reimbursable revert (s) to the prime Consultant.

SECTION C

25.0 SCALE OF FEES FOR CONSULTANT ENGINEERS

26.0 SCALE OF FEES FOR STRUCTURAL ENGINEERING WORKS IN PROJECT WHERE THE ARCHITECT IS THE PRIME CONSULTANT

The Scale of fees for Structural Engineers in Building Projects where the Architect is the Consultant, shall be as in Table 9.

TABLE 9: **SCALE OF FEES FOR STRUCTURAL ENGINEERS WHERE THE ARCHITECT IS THE PRIME CONSULTANT**

COST OF PROJECT (N)	FEES AS A PERCENTAGE OF COST OF PROJECT
Up to 5 million	3.0%
Next 10 million	2.5%
Next 15 million or part thereof	2.25%
Next 45 million or part thereof	2.0%
Next 75 million or part thereof	1.75%
Next 150 million or part thereof	1.50%
Next 200 million or part thereof	1.25%
Balance over 500 million	1.0%

27.0 SCALE OF FEES FOR MECHANICAL OR ELECTRICAL ENGINEERING WORK IN PROJECT WHERE THE ARCHITECT IS THE PRIME CONSULTANT

The scale of fees Mechanical or Electrical Engineers in Building Projects where the Architect is the Prime Consultant shall be as in Table 10.

TABLE 10; **SCALE OF FEES FOR MECHANICAL OR ELECTRICAL ENGINEERS
WHERE THE ARCHITECT IS THE PRIME CONSULTANT**

COST OF PROJECT (N)	FEES AS A PERCENTAGE OF COST OF PROJECT
Up 5 million	1.95%
Next 10 million or part thereof	1.75%
Next 15 million or part thereof	1.55%
Next 45 million or part thereof	1.35%
Next 75 million or part thereof	1.15%
Next 150 million or part thereof	1.00%
Next 200 million or part thereof	0.85%
Balance over 500 million	0.65%

27.1.1 Please note of fees for Mechanical or Electrical Engineering Services in building projects as shown in tables 9 and 10 have included the 2% of the Cost of the Mechanical or Electrical Equipment installed as applicable, which was payable in the 1975 scale of fees.

30.0 **SCALE OF FEES FOR GEOTECHNICAL SERVICES**

The Geotechnical Services involved in Projects shall not include the design of the foundation of such projects. The geotechnical Services are remunerated in accordance with the sliding scale of fees as shown in Table 13 below.

TABLE 13: **SCALE OF FEES FOR GEOTECHNICAL SERVICES**

COST OF PROJECT (N)	FEES AS A PERCENTAGE OF COST OF PROJECT
Up to 5 million	0.75%
Next 10 million or part thereof	0.70%
Next 15 million or part thereof	0.70%
Next 45 million or part thereof	0.60%
Next 75 million or part thereof	0.55%
Next 150 million or part thereof	0.50%
NEXT 200 Million or part thereof	0.40%
Balance over 500 million	0.30%

31.0 **STAGE PAYMENT FOR ENGINEERS**

STAGE PAYMENTS OF CONSULTANT ENGINEERS ARE MADE AS STIPULATED IN PARAGRAPH 2 OF SECTION A.

32.0 **CALCULATING FEES FOR STAGE PAYMENTS FOR CONSULTANT ENGINEERS**

FEES FOR STAGE PAYMENTS FOR CONSULTANT ENGINEERS SHALL BE CALCULATED AS STIPULATED IN PARAGRAPH 3 OF SECTION A.

33.0 **REPETITIVE WORKS**

THE SCALE OF FEES FOR REPETITIVE WORKS FOR CONSULTANT ENGINEERS SHALL BE AS DETAILED IN PARAGRAPH 4 OF TABLE 2 OF SECTION A.

34.0 **ADDITIONAL SERVICES**

When the Consultant Engineer is employed to perform additional services beyond the normal services and contract period, he shall be entitled to the rates indicated for the individual services considered hereunder.

34.1 **ADDITIONAL SERVICES STAGE 1**

(i) **Research on Brief and Development of Same**

The Consultant Engineer is entitled to remuneration for this Additional service in accordance with the man-month rate(s) on Time Charges, as in Tables (3 & 7).

(ii) **Feasibility or Viability Studies**

The Consultant Engineer is entitled to remuneration for this Additional Service at the rate of 0.2% of the Estimated Total Cost of Project (ETC).

(ii) **Processing of Outline Approval**

The Consultant Engineer is entitled to remuneration in accordance with the man-month rate(s) on Time Charges.

TABLE 14: **ADDITIONAL SERVICE (STAGE 1)**

ITEM	DESCRIPTION OF SERVICES	FEES PAYABLE
i	Research on Brief and Development of same	Man-month Rates on Time Charges – Table 3 & 7
ii	Feasibility or Viability Study	0.2% ESTIATED TOTAL COST (E.T.C)
iii	Processing of Outline Approval	Man-month Rates on Time Charges – Tables 3 & 7

34.2 **ADDITIONAL SERVICES STAGE 2** (See Table 15)

Obtaining Analysing and Reporting on Tenders and Preparing and Advising on the Contract including Meeting with the Tenders Board.

This is considered to be part of the normal service of the Consultant. No Addition fee is payable for this service.

TABLE 15:

ITEM	DESCRIPTION OF SERVICE	FEE PAYABLE
i	Obtaining, analyzing and reporting on tenders and preparing and advising on the contract including meetings with the Tenders Board.	Normal Service. No additional fee payable.

34.3 **ADDITIONAL SERVICE STAGE 3**

(See Table 16)

(j) **Making any site visits or attending any site meetings other than the normal single monthly meetings.**

The Consultant Engineer is entitled to remuneration in accordance with the man-month rates on Time Charges (Tables 3 & 17).

(ii) Any visits or work done to rectify defects during the defects liability period is a normal service of the Consultant Engineer and therefore shall not be additionally remunerated.

(iii) Any normal supervision rendered beyond the original contract period.

The Consultant Engineer is entitled to remuneration in accordance with man-month rate(s) on Time Charges (Table 3 & 17)

TABLE 16: **ADDITIONAL SERVICE STAGE 3**

ITEM	DESCRIPTION OF SERVICE	FEES PAYABLE
i	Making any site visits or attending any site meetings other than normal single monthly meetings.	Man-month rates on Time Charges Table (3 & 17)
ii	Any visits or work done to rectify defects during the defect Liability period	Normal Service. No Additional Remuneration.
iii	Any supervision rendered beyond the original period	Man-month rates on Time Charges (Table 3 & 17)

35.0 **OTHER SERVICES**

Re-design and Additional Design work resulting from instruction for Alteration and Modification

The fee payable for his service shall be negotiated between the client and the Consultant Engineer.

37.0 **REHABILITATION, RESTORATION AND REFURBISHING WORK ON DAMAGED EXISTING BUILDING AND STRUCTURE**

The Consultant Engineer is remunerated in accordance with the scale of fees for basic Engineering Service, applying cost of restoration in place of the project.

38.0 **VARIATION AND FLUCTUATION**

Stage 3 payment based on the Total Consultant Sum (TCS) shall take care of this service, No additional fee is payable.

40.0 **RESIDENT SUPERVISION FOR ENGINEERING SERVICES**

The fees for resident supervision is in accordance with the man month rates as shown In Tables3 and 17.

40.2 **TIME CHARGES**

All man-month rates are applicable on a pro-rata basis in accordance with the following principles:

10 month (220 days) in a year;
20 days in a month; and
8 hours in a day.

42.0 **MAN-MONTH RATES FOR ENGINEERS WHEN THE CONSULTANT ENGINEER IS NOT THE PRIME CONSULTANT**

42.1.1 When the Consultant Engineer is not the Prime Consultant, the man-month rates applicable shall be as shown in Table 17.

TABLE 17: **MAN-MONTH RATES FOR ENGINEERS WHEN THE CONSULTANT ENGINEER IS NOT THE PRIME CONSULTANT IN 1996.**

CATEGROY OF STAFF	MINIMUN YEAR OF	MAN-MONTH RATES
Chief Resident Engineer	15	92, 400
Principal Resident Engineer	12	78,000
Senior Resident Engineer	8	56,100
Resident Engineer	4	46,200
Assistant Resident Engineer	Under 4	33,000
Snr. Technical Officer	-	52,800
Technical Officer	-	33,000
Asst. Technical Officer	-	23, 100
Draughtsman	-	16,500

43.0 **PROJECT MANAGEMENT FOR CONSULTANT ENGINEERS**

WHERE A CONSULTANT ENGINEER IS THE PROJECT MANAGER, THE SLIDING SCALE OF FEES AS DETAILED IN PARAGRAPH 6 TABLE 4, SECTION A SHALL APPLY.

44.0 **REIMBURSIBLE EXPENSES FOR CONSULTANT ENGINEERS**

THE CLAUSES UNDER REIMURSIBLE EXPENSES APPLICABLE TO PRIME CONSULTANT IN PARAGRPH 7 OF SECTION A SHALL APPLY.

SECTION D

45.0 **SCALE OF FEES FOR CONSULTANT QUANTITY SURVEYORS**

45.1.1 For the purpose of remunerating the Consultant Quantity Survey for his services, projects are classified into the following two broad based groups.

(i) **SCALE OF FEES FOR QUANTITY SURVEYING WORKS IN PROJECTS WHERE THE ARCHITECT, MECHANICAL, ELECTRICAL OR STRUCTURAL ENGINEER IS THE PRIME CONSULTANT**

The scale of fees for Quantity Surveyors in Projects where the Architect, Mechanical, Electrical or Structural Engineer is the Prime Consultant shall be as in Table 18 below:

TABLE 18: **SCALE OF FEES FOR QUANTITY SURVEYORS WHERE THE ARCHITECT, MECHANICAL, ELECTRICAL OR STRUCTURAL ENGINEER IS THE PRIME CONSULTANT.**

COST OF PROJECT (N)	FEES AS PERCENTAGE OF COST OF PROJECT
Up to 5 million	2.75%
Next 10 million	2.50%
Next 15 million or part thereof	2.30%
Next 45 million or part thereof	2.0%
Next 75 million or part thereof	1.75%
Next 150 million or part thereof	1.40%
Next 200 million or part thereof	1.0%
Balance over 500 million	0.8%

(iii) **SCALE OF FEES FOR QUANTITY SURVEYING WORKS IN PROJECTS WHERE THE CIVIL ENGINEER IS THE PRIME CONSULTANT**

The scale of fees for Quantity Surveyors in projects like roads, bridges, etc, where the Civil Engineer is the Prime Consultant shall be as in Table 19 below.

TABLE 19:

COST OF PROJECT	FEES AS A PERCENTAGE OF COST OF PROJECT
Up to 5 million	1.37%
Next 10 million	1.25%
Next 15 million or part thereof	1.15%
Next 45 million or part thereof	1.0%
Next 75 million or part thereof	0.87%
Next 150 million or part thereof	0.70%
Next 200 million or part thereof	0.5%
Balance over 500 million	0.40%

45.2 **SCALE OF FEES APPROVED AS PART OF THE QUANTITY SURVEYOR'S FEES THE MECHANICAL OR ELECTRICAL ENGINEER.**

- (i) Where the services of the Mechanical or Electrical Engineer is employed by the Quantity Surveyor in the preparation of bill of Quantities or making an input into the preparation of the bills of Quantities for a project, the fee payable to each Engineer shall be negotiated, but not more than 50% of the fee accruable to the Quantity Surveyor in consideration of cost of works of the respective Engineers.

(ii) **SCALE OF FEES APPROVED AS PART OF THE QUANTITY SURVEYOR'S FEES TO THE CIVIL ENGINEER**

Where the services of the Civil Engineer is employed by the Quantity Surveyor in the preparation of bills of Quantities or making an input into the preparation of the bills of Quantities for a preparation of the bills of Quantities for a project, the fee payable to the Civil Engineer shall be negotiated, but not more than 50% of the fee accruable to the Quantity Surveyor in consideration of the cost of civil works

46.0 **STAGE PAYMENT FOR QUANTITY SURVEYORS**

STAGE PAYMENT FOR CONSULTANT QUANTITY SURVEYORS ARE MADE AS STIPULATED IN PARAGRAPH 2 OF SECTION A

47.0 **CALCULATING FEES FOR STAGE PAYMENTS FOR CONSULTANT QUANTITY SURVEYORS**

FEES FOR STAGE PAYMENT FOR CONSULTANT QUANTITY SURVEYORS SHALL BE CALCULATED AS STIPULATED IN PARAGRAPH 3 OF SECTION A.

48.0 **REPETITIVE WORKS FOR QUANTITY SURVEYORS**

THE SCALE OF FEES FOR REPETITIVE WORKS FOR CONSULTANT QUANTITY SURVEYORS SHALL BE AS STIPULATED IN SECTION A (IN PARAGRAPH 4).

49.0 **ADDITIONAL SERVICES**

When the Consultant Quantity Surveyor is employed to perform additional services beyond the normal service and contract period, he shall be entitled to remuneration at the rates indicated for the individual services considered hereunder.

50.1 **ADDITIONAL SERVICES STAGE 1**

(i) **Feasibility or Viability Studies**

The Consultant Quantity Surveyor is entitled to remuneration for this Additional Service at the rate of 0.2% of the Estimated Total Cost of Project.

- (ii) This is the normal service of the Quantity Surveyor. However, revalidation or re-evaluation of a suspended, abandoned or terminated contract is an additional service which should be remunerated at a fee of 0.1% of the Estimated Total Cost of Project. (ETC).

50.2 **ADDITIONAL SERVICES STAGE 3** (See Table 20)

(i) **Making Any Site Visits Or Attending Any Site Meetings Other Than The Normal Single Monthly Meetings.**

The Consultant Quantity Surveyor is entitled to remuneration in accordance with the man-month rate (s) on Time Charges (Table 21)

(ii) **Any Visits Or Work Done To Rectify Defects During The Defect Liability Period.**

This is a normal service of the Consultant Quantity Surveyor and therefore shall not be additionally remunerated.

(iii) **Any Normal Supervision Rendered Beyond The Original Contract Period**

The Consultant Quantity Surveyor is entitled to remuneration in accordance with the man-month rates on Time Charges. (Table 21)

Table 20: **ADDITIONAL SERVICES STAGE 3**

ITEM	DESCRIPTION OF SERVICE	FEES PAYABLE
(i)	Making any site visits or attending any site meetings other than the normal single monthly meetings.	Man-month rates on Time Charges (Table 21)
(ii)	Any visits or work done to rectify defects during the Defect Liability Period	Normal Service No Additional remuneration
(iii)	Any supervision rendered beyond the original contract period	Man-month rates on Time Charges (Table 21)

51.0 **SCHEDULE OF MATERISLS/PLANT**

Where a Quantity Surveyor is invited to prepare the schedule of materials, it shall constitute an additional service and shall be remunerated at the rate of 0.1% of the Estimated Total Cost of Project.

52.0 **REHABILITATION, RESTORATION AND REFURBISHING WORK ON DAMAGED EXISTING BUILDING AND STRUCTURE.**

The Consultant Quantity Surveyor is remunerated in accordance with the relevant scale of fees for basic Quantity Surveying services applying the cost of restoration in place of cost of the project.

53.0 **CONSTRUCTION COST OF REPLACEMENT FOR INSURANCE AND OTHER PURPOSES**

The service shall attract a fee of 0.5% of the Estimated Cost of replacement.

54.0 **LIQUIDATION**

Where an independent Consultant Quantity Surveyor is appointed to advise the employer on issues of Liquidation, he shall be remunerated in accordance with the man-month rate(s) on time charges.

55.0 **VARIATION**

Stage 3 payment which shall in this case be based on the Total Construction Sum (SUM) shall take care of this service. Therefore no additional fee is payable.

56.0 **WHEN WORKS ARE DAMAGED OR DESTROYED DURING THE PERIOD OF CONSTRUCTION**

Stage 3 payment based on the Total Construction Sum (TCS) shall take care of this service. Therefore no additional fee is payable.

57.0 **RESIDENT SUPERVISION FOR QUANTITY SURVEYING SERVICES**

The Quantity Surveyor is involved in resident Supervision in the following situations:

- (i) Large Projects of complex nature that require measure and value as work progresses on daily basis.
- (ii) Where contracts are based on schedule of Rates or Approximate Bills of Quantities which require site remeasurement as the work progresses.

The fees for Resident Supervision by the Consultant Quantity Surveyor is in accordance with the man-month rates as shown in Table 21.

58.0 **TIME CHARGES**

59.0 All man-month rates are applicable to time charges in accordance with the following principles:

10 months (200 days) in a year;
20 days in a month; and
8 hours in a day

Table 21: **MAN-MONTH RATES FOR CONSULTANT QUANTITY SURVEYOR IN 1996**

CATEGORY OF STAFF	MINIMUM YEARS OF EXPERIENCES	MAN-MONTH RATES N
Chief Resident Quantity Surveyor	5	92.400
Principal Resident Quantity Surveyor	12	78.000
Senior Resident Quantity Surveyor	8	56.100
Resident Quantity Surveyor	4	46.200
Assistant Resident Quantity Surveyor	Under 4	33.000
Snr. Technical Officer	-	52,800
Technical Officer	-	33.000
Asst. Technical Officer	-	23.100
Draughtsman	-	16,500

60.0 **REIMBURSIBLE EXPENSES FOR QUANTITY SURVEYORS**

THE CLAUSE UNDER REIMBURSILBE EXPENSES APPLICABLE TO PRIME CONSULTANT IN PARAGRAPH 7 OR SECTION A SHALL APPLY.

CONSULTANCY SERVICES AGREEMENT

PROJECT: PROPOSED 2 UNITS OF STUDENT HOSTELS

CLIENT

**BENUE STATE UNIVERSITY
MAKURDI,
BENUE STATE**

CONSULTANT

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