MALA

MANITOBA ASSOCIATION OF
LANDSCAPE ARCHITECTS

CONSULTANT FEE SCHEDULE FOR LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

A GUIDELINE

March 2016

Table of Contents

INTRODUCTION.....Page 2

PROPOSAL OF SERVICES.....Page 3

Section 1
LANDSCAPE ARCHITECTURAL SERVICES.....Page 3

1.1 **Category 1**
Advisory and Consulting Services.....Page 3
1.2 **Category 2**
Pre-Design Services.....Page 3
1.3 **Category 3**
Design Services .....Page 3
1.3.1 Conceptual Design Stage .....Page 3
1.3.2 Design Development Stage .....Page 4
1.3.3 Detailed Design, Technical Specifications and Tender Documents Stage.....Page 4
1.4 **Category 4**
Contract Administration & Monitoring Services.....Page 4
1.4.1 Contract Administration.....Page 4
1.4.2 Periodic Monitoring .....Page 4
1.4.3 Resident Services .....Page 5
1.5 **Category 5**
Post Construction Services .....Page 5

Section 2
FEE BASIS OPTIONS.....Page 5

2.1 Time Basis.....Page 5
2.2 Fixed Fee Basis.....Page 6
2.3 Percentage Fee Basis .....Page 6
2.3.1 Guideline Percentage Rates .....Page 7

Section 3
SPECIAL SERVICES & CONDITIONS.....Page 8

3.1 Extra Work.....Page 8
3.2 Re-Use of Drawings & Specifications .....Page 8
3.3 Delays.....Page 8
3.4 Abandonment of Project.....Page 8
3.5 Alternative Design .....Page 8
3.6 Travel Time.....Page 8
3.7 Agreement.....Page 8
3.8 Limitation of Liability.....Page 9
3.9 Termination of Contract.....Page 9
3.10 Ownership of Proposal.....Page 9

Section 4
REIMBURSABLE EXPENSES.....Page 9

INTRODUCTION

The purpose of this document is to assist the Client and Landscape Architect in determining an appropriate fee for a specific project.

For the purpose of this document, a Landscape Architect is an individual proprietor or a company registered by the Manitoba Association of Landscape Architects (MALA).

This guideline is applicable only to members of the Association and describes what the Executive Council of the Association considers to be an equitable basis for establishing an appropriate fee for services related to a specific project. The Guideline is based on principles that are applicable to all landscape architectural assignments. Special application of these principles may be required to accommodate the needs of complex, major or extraordinary projects.

These Guidelines are not intended in any way to assign agreement or consensus by members of the Association to establish minimum fee levels. MALA members are bound by a Code of Ethics to negotiate fees and services that are appropriate to each individual project. The professional fees negotiated should reflect the level of service, expertise, experience, operating costs, liability protection and profit required for each project.

The Guideline is not a legal document and is not intended to replace contractual arrangements that are designed for specific situations. The MALA will not be responsible for any damages resulting from Guideline use or non-use on any specific project.

PROPOSAL OF SERVICES:

In order to determine the type and extent of services to be performed and the basis for remuneration, the Landscape Architect may, after consultation with the client and familiarization with the requirements of the work, prepare a written proposal of services. The proposal may provide the specific tasks to be performed including: time lines; the basis of expenses and the method of payment. The proposal will also describe all deliverables and the responsibilities and expenses of each group associated with the project.

The proposal may provide a working agreement between the Client and the Landscape Architect, or may form the basis for the preparation of a formal contract.

Section 1.0

LANDSCAPE ARCHITECTURAL SERVICES

Landscape Architects are involved in the design of human and natural environments. They combine artistic and creative perspectives with scientific and construction knowledge to produce spaces that are both useful and attractive.

For the purpose of determining an appropriate fee basis, consulting services for general Landscape Architectural projects are divided into the following categories:

1. Advisory and Consulting Services
2. Pre-design Services
3. Design Services
4. Contract Administration & Monitoring Services
5. Post Construction Services

1.1 Category 1 –
Advisory and Consulting Services

Services within this category would generally involve background research and/or preparation of recommendations in a report format to the client. These advisory and consulting services may include:

- expert testimony
- appraisals and valuations
- investigations
- gathering, analysis, evaluation and interpretation of data or site specific information leading to specialized conclusions and/or selection/assessment recommendations related to site planning and design

1.2 Category 2
Pre-design Services

The Landscape Architect may provide planning services to determine development strategies, policies, programs and budgets and/or physical planning services to determine arrangements and relationships of land uses and/or facilities. These pre-design services may involve:

- Consulting services including site inventory; analysis and assessment; feasibility studies; research studies; and the preparation of development programs.
- Planning services for long-range development; comprehensive plans; development phasing; and preliminary cost estimating.
- Conceptual site planning.
- Co-ordination of other consultants and sub-consultants.
- Public consultation programs.

1.3 Category 3
Design Services

These services follow the establishment of project requirements described in Category 2, and the identification of a known development program for the specific site. Design services generally consist of the following stages of process:

1.3.1 Conceptual Design Stage

The Landscape Architect may undertake the following tasks to obtain appropriate solutions to site specific issues:

- research, sketch studies, study models, design synthesis, and an estimate of preliminary quantities and costs.

1.3.2 Design Development Stage

Upon client approval of the conceptual design stage, the Landscape Architect may undertake a more detailed level of design development. This may involve the preparation of design documents which may include overall plans, perspectives, detailed designs and cost estimates. This document information is usually presented together with recommendations on tender strategy, including phasing, packaging and scheduling.

1.3.3 Detailed Design, Technical Specifications and Tender Documents Stage

Upon client approval of the design development stage, the Landscape Architect may proceed with the preparation of the construction documents for any or all phases of the proposed development.

These services consist of the preparation of detailed designs, specifications and contract documents. They may specifically include:

- Site preparation, site layout, site grading or drainage, site planting.
- Construction details of landscape architectural components and facilities including, plans, sections, elevations, and details illustrating materials and method of assembly.
- Lighting and/or irrigation plans or other utility plans (may include sub-consultant depending upon scope).
- The preparation of technical specifications.
- Tender document preparation, reviews and pre-tender reports.
- Tender services including: answering bidders' questions, issuing addenda and recommending award of contract.

1.4 Category 4
Contract Administration & Monitoring Services

Varying degrees of construction administration can be undertaken by the Landscape Architect depending on the projects size and complexity; the length of the construction period; and the amount of assurance of quality workmanship the client requires. 'Periodic Monitoring is considered by the profession to be the minimum acceptable level of construction administration, providing adequate opportunities to protect the clients and/or consultants interest.

1.4.1. Contract Administration

Provide administrative services on behalf of the Owner related to the conduct of the construction contract including:

- preparation of contracts for execution.
- preparation of documentation related to site instructions, proposed changes and change orders, including assessment and review of change order values.
- management of overall project budget including tracking of progress claims, change orders, deficiency and Builder's Lien holdbacks and releases.
- management of quality control program including the review of shop drawings and submittals, the procurement of laboratory and field tests and ensuring their review by members of the consultant team.
- in complex multi-trade, multi-disciplinary projects, contract administration would include convening and documenting of construction progress meetings on a regular recurring basis.

1.4.2. Periodic Monitoring

The Landscape Architect may make routine (e.g., bi-weekly) site visits and/or at critical points during the course of the construction. Responsibilities would normally include:

- Visual monitoring of the project's progress and workmanship to ensure that the contract requirements are followed.
- Advice to the owner on proposed changes to the contract with respect to their merit, the fairness of price proposals and possible alternatives.

- Advise the owner on the value of work completed for interim progress claims – based on visual monitoring of the work.

- Advise the owner on the completeness and adequacy of the work when the Contractor issues a claim of Substantial Performance and Total Performance. The consultant will review for completeness, list deficiencies and may advise the owner on qualification for substantial performance based on contract requirements and prevailing legislation, but limited by the extent of the monitoring program.

- Provide one monitoring of deficiencies of the contract. Subsequent monitoring of deficiencies are not included in periodic monitoring services.

1.4.3. Resident Services

Resident services provide on-site attendance by an employee or sub-consultant of the Landscape Architect and periodic monitoring by the Landscape Architect during the entire construction period. Resident Supervision is generally recommended when complete control of all aspects of the construction is desired by the client

1.5 Category 5
Post Construction Services

Post-construction services and responsibilities may include:

- periodic monitoring to assess quality and adequacy of maintenance or work during guarantee or maintenance periods.

- inspect the site for Final Acceptance.

- preparation of 'as-built' record drawings.

- review of operational manuals.

Section 2.0

FEE BASIS OPTIONS

Landscape Architectural fees may be based on the following basis:

1. Time Basis
2. Fixed Fee Basis
3. Percentage Fee Basis

2.1 Time Basis

This fee basis is particularly applicable in circumstances when the scope of work is not well defined or where the Consultant does not have control over person hours and disbursements required on specific stages of a project.

A Time Basis is recommended for the following services:

- Advisory and Consulting Services
- Pre-design Services (Pre-Concept Design to determine scope and/or budget)
- Resident Inspection during Construction
- Re-design arising from circumstances beyond Client /Consultant control
- Post Construction Services
- Project Management Services

Detail Designed and ***Contract Administration Services*** may also be appropriate on a Time Basis and can be supplemented with a target or upset fee in circumstances where the scope of work is known.

Fees on a Time Basis are determined by multiplying the number of hours each member of the consultants' staff expends on the project by their respective hourly billing rates and adding the disbursements listed in Section 4.

Hourly billing rates are based on the individual's qualifications and level of experience. A payroll cost factor is used by the Consultant to determine hourly billing rates for a project. A payroll factor typically ranges from 2.5 to 3.25 times the payroll cost, depending on the number of person hours and the continuity of the person hour commitment to the project.

The following outlines the recommended hourly billing rates for each Landscape Architect position:

a) Principal (negotiated)

b) Typical Experience: 10 + years
Hourly Billing Rate: $165 + per hour.

c) Typical Experience: 5 - 10 years
Hourly Billing Rate: $94 - $165 per hour

d) Typical Experience: 3- 5 years
Hourly Billing Rate: $72 - $94 per hour

The recommended method of payment is by monthly invoicing by the Landscape Architect for payment within thirty (30) days of the billing date. Late payments may be subject to interest charges at the prevailing rates.

2.2 Fixed Fee Basis

This Fixed Fee Basis is applicable only to projects or components of projects where the scope of work is clearly defined and where construction, if applicable, will be completed over a known schedule. The Fixed Fee for such assignments should be negotiated following preparation of a comprehensive estimate of the consulting person hours and overhead costs.

An agreement defining the services is to be provided in detail and all categories of cost included in the Fixed Fee is essential. The agreement should cover schedule, time limits, inflation and other identifiable items that influence costs. Changes in the scope of work after the Fixed Fee has been established should be compensated for on a Time Basis or by a negotiated Fixed Fee adjustment for each change.

2.3 Percentage Fee Basis

The percentage of final construction costs may be an appropriate fee basis for specific design services.

The table of guideline percentage rates below is intended as a guide, based on the typical range of project complexity described for each project group. This percentage fee guide should be seen as complementary to - but not a substitute for - a detailed services proposal, especially in large multi-disciplinary projects. During rapidly changing market conditions, or where extended project delays are likely, another fee basis may be appropriate.

Calculating Cost of Work

For the purpose of calculating a percentage fee, the 'Cost of Work' means the total cost to the client for the project, including all materials, equipment, labour, bonding, insurance, overhead, duties and sales tax necessary to complete the work indicated in the contract documents. Where the client furnishes labour or used material, the fair market value of that labour or material will be used to determine the Cost of Work.

In some cases, the Cost of Work cannot be accurately estimated when the landscape architect is selected, and therefore the fee should be expected to vary. The client should be aware of this possibility when finalizing a percentage fee agreement.

Services

Services provided as a percentage fee basis would normally include:

- Conceptual design
- Design development
- Detailed design – preparation of construction drawings, specifications, and tender documents
- Periodic site monitoring services

Percentage fees do not include specialized services. Fees for these services should be negotiated separately, preferably at hourly rates. Examples include:

- Conceptual design
- Project scoping
- Public consultation services
- Regulatory Submissions
- Report Preparation
- Reimbursable Expenses
- Integrated Design Process meetings
- LEED documentation
- Resident supervision
  - Post-construction services

Sub-consultants

Percentage fees would include the cost of services provided by the landscape architect and his/her staff and the services of normally anticipated sub-consultants including:

• Mechanical Engineering
• Structural Engineering
• Civil/Municipal Engineering
• Electrical Engineering

Percentage fees would not include the cost of specialized consultants such as:

• Hydrologists
• Geotechnical engineers
• Costs consultants
• Exhibit Designers
• Lighting Designers
• LEED Consultants
• Other specialists

Project Groups

A normal range of project complexity for landscape architectural projects is defined by the following categories:

Group I: Base Rate
Considered a 'normal' development project involving general site preparation work, minor grading, planting, and standard hard surface treatments.

Examples:
• Schools
• Recreational facilities
• Commercial and industrial developments

Group II: Complex Rate
Projects involving unique site conditions that require a high degree of non-standard detailed design, intensive grading, research, and close coordination with multiple parties:

Examples:
• Health care facilities
• Urban design/streetscape
• Golf Courses

Group III: Specialized Rate
Highly complex project requiring specialized materials and technologies, and extensive research, coordination, collaboration, and reporting.

Examples:
• Remote and international work
• Sensitive sites
• Green roofs
• Historic restoration

Schedule 2.3.1

Guideline Percentage Rates:

Cost of Work	Group 1: Base % Rate	Group 2: Complex % Rate	Group 3: Specialized % Rate
Less than $50,000	Hourly basis recommended		
$50,000 – 74,999	9.9	11.5	13.1
$75,000 – 99,999	9.1	10.7	12.3
$100,000 – 149,999	8.6	10.2	11.8
$150,000 – 199,999	8.0	9.7	11.5
$200,000 – 499,999	7.5	9.5	11.4
$500,000 - $999,999	7.0	9.0	11
$1,000,000 - $1,999,999	6.5	8.5	10.5
Over $2,000,000	6.0	8.0	10

The recommended method of payment is based on the following:

On completion of Conceptual Design Stage	15%
On Completion of Design Development Stage	25%
On completion of Working Drawings, Technical Specifications and Tender Documents Stage	40%
On completion of Construction Administration Stage (based on "Periodic Monitoring" level of service)	20%
	100%

All invoicing is to be based upon a pre-determined estimated cost of construction until the exact costs are known after contract 'Substantial Performance' acceptance. The recommended method of payment is monthly invoicing by the Landscape Architect for payment within 30 days of the billing date.

Section 3.0

SPECIAL SERVICES AND CONDITIONS

The Consultant responsible for the design of a project should normally be retained to provide Contract Administration and Monitoring Services during construction. In circumstances where a Consultant is retained to perform these services on a project for which the drawings and specifications were prepared by others, it is recommended the fee be on a Time Basis.

For all services and conditions, the Consultant and Client should mutually determine the appropriate fee basis to be used. The following guidelines reflect the principle described in Section 2 that the Time Basis should be used in circumstances where the scope of the assignment is not well defined. In circumstances where the amount of work involved in the special service can be accurately predicted, the Fixed Fee Basis is also appropriate.

3.1 Extra Work

Services required beyond the agreed scope of assignment regardless of the original basis of fee should be negotiated on a Time Basis as described in Section 2.

3.2 Re-use of Drawings & Specifications

The design represented by drawings and specifications prepared under the supervision and control of a Landscape Architect and stamped by that person is their responsibility indefinitely. Fees for the use of the design by the original client are intended to cover one project only. Use of the design on subsequent projects by the same or other Client requires permission by the Landscape Architect who stamped the drawings.

Payment for modifications to a design to accommodate different conditions encountered on subsequent projects should be made on a Time Basis. Fees to cover professional responsibility resulting from subsequent use of the design should be the subject of negotiation for each use. The Fixed Fee negotiated should reflect the complexity of the design and the exposure to risk that arises from the subsequent use.

3.3 Delays

Delays beyond the Consultant's control that cause an increase in required services provided by the Consultant, including demobilization and remobilization, should be compensated for on a Time Basis.

3.4 Abandonment of Project

If a project is abandoned or suspended, through no fault of the Consultant, services provided by the Consultant should be determined on a Time Basis to reflect an appropriate allowance for costs resulting from the suspension.

3.5 Alternative Design

When a Client requests the Consultant to prepare design for alternatives that are beyond the originally agreed scope of work, the fees for extra work should be on a Time Basis.

Landscape Architectural fees generally include minor allowances to complete normally anticipated revisions to designs during the course of a project. Where revisions requested by the client are significant, and beyond the control of the Landscape Architect, the client shall compensate the Landscape Architect for completing such revisions on a Time Basis, supplementary to the original consulting agreement.

3.6 Travel Time

Payment for Travel Time should be negotiated and based on the following guidelines:

1. Payment for Travel Time should be covered in the agreement.

2. The agreement details with respect to Travel Time should take into account individual project circumstances and include economics, convenience and special considerations.

3.7 Agreement

A written Agreement should be prepared which covers as a minimum the scope of assignment, schedule of execution, basis of fee and payment conditions.

3.8 Limitation of Liability

It is recommended that the Agreement also include a mutually agreed upon Limitation of Liability clause that defines an equitable allocation of risk in accordance with current industry standards.

3.9 Termination of Contract:

The client of the Landscape Architect may choose to terminate the consulting agreement. Upon termination the client shall reimburse the Landscape Architect for all services and expenses up to the date of termination. If the consulting agreement uses a percentage fee structure, compensation shall be based upon a mutually agreed percentage of completion.

3.10 Ownership of Proposal:

The ownership of all unused or unsuccessful proposals shall remain the property of the Landscape Architect and must be available upon request after 30 days from the date of submission.

Section 4.0

REIMBURSEABLE EXPENSES

Unless otherwise agreed between the Consultant and the Client, disbursements incurred by the Consultant in completing an assignment are chargeable to the Client. Following are categories of expenses that are reimbursable in all Fee Basis options at cost multiplied by an agreed disbursement factor:

1. Reproduction of drawings and documents beyond those specified in the Agreement to be included within a Fixed Fee (cost, plus 10%).

2. Travel expenses (at agreed standardized rate [e.g. Province of Manitoba] plus 10%).

3. Other transportation, lodging, meals and miscellaneous out-of pocket expenses (cost, plus 10%).

4. Telecommunications expenses (cost, plus 10%).

5. Advertising for tenders on the Client's behalf (cost, plus 10%).

6. Courier Services (cost, plus 10%).

7. Specialized computer equipment and computer services, including provision digital files (cost, plus 10%).

8. Any other proper expense paid out by the Consultant on the Client's behalf, and not covered by the agreed fee (permit fees, monitoring and testing fees, topographic or legal survey and other items of documented base information) (cost, plus 10%).