



Ontario Association of
Landscape Architects

Engaging a Landscape Architect

Part Two:

OALA Fee Guide for Landscape Architectural Services

2023



Preamble

The Ontario Association of Landscape Architects (OALA) *Fee Guide for Landscape Architectural Services* provides landscape architects, the public, procurement teams, and clients with a comprehensive set of business guidelines related to landscape architectural services. It is both an educational tool and a source of information.

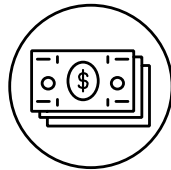
Disclaimer

This publication, providing guidance for estimating and determining fees for the services of landscape architects, aims to achieve a new level of exposure, awareness, and understanding of the profession of landscape architecture and the fee structure for the services provided by landscape architects. It is intended for information purposes only and is not meant to replace legal advice and professional consultation.



Engaging a Landscape Architect

Part Two: OALA Fee Guide for Landscape Architectural Services



2022 Task Force Members:

Glenn A. O'Connor	OALA, FCSLA, Chair
Virginia Burt	OALA, FCSLA
Eriks Kalvins	OALA, CSLA
Lawrence Stasiuk	OALA, FCSLA

Published by
ONTARIO ASSOCIATION OF LANDSCAPE ARCHITECTS
3 Church Street, Suite 506, Toronto, Ontario M5E 1M2
416-231-4181 | www.oala.ca | info@oala.ca

Copyright © 2023 OALA
All rights reserved
April 2023



OALA is a component organization of the Canadian Society of Landscape Architects.

Section	Page
1.0 Introduction	6
1.1 Engaging a Landscape Architect	6
1.2 Acknowledgements	6
2.0 Ontario Association of Landscape Architects (OALA)	8
3.0 General Areas of Practice	9
3.1 Overview	9
3.2 Project Types	9
3.3 Professional Qualifications and Typical Titles	10
4.0 Consultant Selection and Procurement	13
4.1 Selecting the Consultant / Landscape Architect	13
4.2 Procurement Options for Engagement	13
4.3 Procurement Options and Definitions	13
Table 1: Typical Dollar Value Thresholds	14
4.4 Proposal Terms of Reference	16
4.5 Proposal Assumptions	16
4.6 Contracts	17
4.7 Notification	17
5.0 Consultant Fees	18
5.1 Fees for Services	18
5.2 Disbursements	19
5.3 Retainer	20
5.4 Mobilization Fee	20
6.0 Fiscal Responsibilities of the Landscape Architect and Client	21
6.1 Landscape Architect	21
6.2 Client	21
6.3 Disputes	22
6.4 Termination of Contract	22
6.5 Copyright and Ownership of Drawings	23
7.0 Estimating Consultant Fees	25
7.1 Fair and Reasonable Fees	25
7.2 Relationship Between Budget and Fees	25
7.3 Fees, Tasks, and Complexity	25
7.4 Levels of Complexity	26
7.4.1 Standard	26
7.4.2 Advanced	26
7.4.3 Complex	27
7.5 Project Types	27
7.5.1 Type 1 – Specialized Landscapes	27

Section	Page
7.5.2	Type 2 – Civic, Institutional, and Residential Landscapes_____ 28
7.5.3	Type 3 – Greenfield and Industrial Landscapes_____ 28
7.5.4	Exclusions to Project Types_____ 29
7.6	Methods of Remuneration_____ 29
7.6.1	Time Basis: Hourly Method or Per Diem Rates_____ 29
7.6.2	Fixed-Fee or Lump Sum Method_____ 29
7.6.3	Percentage-Fee Method_____ 30
7.6.4	Considerations in Remuneration Decisions_____ 30
	Table 2: Stages of Services and Fee Options_____ 31
7.7	Hourly Rate Guide_____ 32
	Table 3: Ranges of Typical Hourly Rates Based on Staff Titles_____ 32
7.8	Percentage Method Fee Calculation Chart_____ 33
	Table 4: Percentage Method Fee Calculation Chart - Landscape Architecture Fees Only_____ 33
7.9	Service Delivery Weighting Guide_____ 34
	Table 5: Service Delivery Weighting Guide_____ 35
7.10	Fee Payments_____ 36
7.11	Task / Scope of Work Evaluation Chart_____ 36
	Table 6: Task / Scope of Work Evaluation Chart_____ 37

1.0 Introduction

Landscape architects are site planning and design consultants who assist clients to solve complex problems related to land-use planning, site design, land development, and land rehabilitation. The Ontario Association of Landscape Architects (OALA) has published a series of documents to help clients better understand the practices and processes for engaging a landscape architect. The series presents the range of services provided by landscape architects, outlines the various procurement options, and offers guidance on how to determine reasonable budgets and fees.

1.1 Engaging a Landscape Architect

The *Engaging a Landscape Architect* series has been prepared in four (4) separate parts as guide publications, under the following titles:

- Part One: OALA Guide to Landscape Architectural Services*
- Part Two: OALA Fee Guide for Landscape Architectural Services (this volume)*
- Part Three: OALA Guide to Standard Written Agreements*
- Part Four: OALA Guide to Design Competitions*

The objective of this Fee Guide is to provide readers with guidance in determining reasonable budgets and fee compensation when engaging the consulting services of a landscape architect. It is also intended to provide landscape architects, the public, and clients with a comprehensive set of guidelines related to landscape architectural fees. Members are encouraged to share this Fee Guide with current and potential clients to help manage expectations and achieve a common understanding regarding the methods and approaches for establishing fair and reasonable fees for a project.

1.2 Acknowledgements

The first two parts of the *Engaging a Landscape Architect* series—*Part One: OALA Guide to Landscape Architectural Services*, and *Part Two: OALA Fee Guide for Landscape Architectural Services* (this volume)—were originally published by the OALA in 2016. The authors of these two guides are as follows:

2016 Task Force Members:

Lawrence Stasiuk	OALA, FCSLA, Chair
Arnis Budrevics	OALA, FCSLA
Jim Melvin	OALA, FCSLA
Don Naylor	OALA, FCSLA
Glenn A. O'Connor	OALA, FCSLA
Tom Ridout	OALA, CSLA
Jim Vafiades	OALA, FCSLA

1.0 Introduction

In 2022, at the request of the OALA Council, a new task force was created to review and update the guides Part One and Part Two. The task force wishes to acknowledge and express appreciation for the valuable input from the following groups and individuals:

- the members for their response to the 2021 OALA Member Survey and for their individual input;
- the OALA Council;
- OALA staff; and
- the other OALA task forces.

OALA also acknowledges the efforts of the following organizations whose fee guides were consulted as part of this update:

- AALA – Alberta Association of Landscape Architects
- AAPQ – Association des architectes paysagistes du Québec
- BCSLA – British Columbia Society of Landscape Architects
- MALA – Manitoba Association of Landscape Architects



Image: The Meadoway, Perkins Will and FUTURE LANDSCAPES Design + Visualization

2.0 Ontario Association of Landscape Architects (OALA)

The Ontario Association of Landscape Architects (OALA) is a self-regulating professional association that undertakes activities to improve, advance, and promote the profession of landscape architecture. These activities include setting standards for licensure; maintaining a mandatory continuing education program; actively promoting OALA and the profession to governments, professionals, and the public; and developing and promoting the standards and benefits of landscape architecture. OALA was founded in 1968. For more information, see www.oala.ca.

OALA is one of the nine provincial, territorial, and regional member associations that make up the Canadian Society of Landscape Architects (CSLA). CSLA is the national organization responsible for the education, awareness, promotion, advocacy, and celebration of the profession of landscape architecture. For more information, see www.csla.ca.

OALA, headquartered in Toronto, administers the *Ontario Association of Landscape Architects Act, 1984* (An Act respecting The Ontario Association of Landscape Architects), Bill Pr37. The Act states that an individual must be a full member of the Association to be granted exclusive use of the title of landscape architect. In addition, only full members may use the professional designation “OALA” after their names.

These restrictions are imposed by the Act and by Section 10 of the OALA By-laws. See also Section 13.1 of the *OALA Handbook* for the *Policy on the Use of Title*.

Candidates seeking admission to OALA must have specific minimum educational requirements, complete the OALA Professional Development Program (PDP) over a period of time specified by the Association, and pass the Landscape Architect Registration Examination (L.A.R.E.). The L.A.R.E. is administered by the Council of Landscape Architectural Registration Boards (CLARB), an independent body that regulates licensure in the United States and several Canadian provinces.

OALA maintains high standards of professional practice, including the requirement to adhere to a [Code of Ethics](#) and a Mandatory Continuing Education Program (MCEP), to ensure its members continue to serve and protect the public interest.

3.0 General Areas of Practice

Landscape architects perform across a broad range of project types providing services in a variety of areas of practice based on their knowledge, training, and expertise. They will hold positions in different projects depending on their specific roles and responsibilities within those projects. This section provides an overview of the profession of landscape architecture and details the main project types and areas of practice that landscape architects engage in, as well as the job titles associated with common positions that they hold.

3.1 Overview

The practice of landscape architecture is the provision of professional services for the purpose of landscape preservation, development, or enhancement. A landscape architect applies design principles and technical skills to the research, planning, arrangement, and management of natural, cultural, and built landscapes with a concern for the health, safety, and well-being of the public.

Landscape architecture is a broad design profession practised in both the public and private sectors. In the public sector, landscape architects are employed in a variety of institutional, government, not-for-profit, and academic positions, and many are in non-traditional roles within the arts community and non-governmental organizations (NGOs).

Private sector landscape architects provide professional advice and services on a fee-for-service basis. The scope of work is subject to agreement between client and consultant. OALA members are encouraged to practise within their range of skills, expertise, and competency while conducting themselves in accordance with good professional conduct and best practices. Landscape architects offer creative advice, creative design solutions, and various products in the form of deliverables.

3.2 Project Types

There are three main types of projects for which landscape architects offer their services:

- Type 1 – Specialized Landscapes
- Type 2 – Civic, Institutional, and Residential Landscapes
- Type 3 – Greenfield and Industrial Landscapes

These project types are further defined in Section 7.5.

Landscape architects provide services in those areas in which they possess competence. The main types of services include, but are not limited to, the following:

- landscape design;
- land development planning;
- community design;
- landscape master planning;

3.0 General Areas of Practice

- park and recreation planning;
- site planning and site plan approvals;
- urban design;
- multi-family housing;
- commercial and industrial site design;
- streetscape design;
- specialty areas of practice; and
- custom residential design.

Detailed descriptions are provided in *Part One: OALA Guide to Landscape Architectural Services*. Refer to Section 4.0, Project Types and Areas of Practice and Services.

3.3 Professional Qualifications and Typical Titles

In Ontario, a “landscape architect” is an individual who practises the profession of landscape architecture and is a full member of OALA.

Titles are attributed to positions within a private sector consulting firm or a public agency based on accrued experience and levels of responsibility. For the purpose of this Fee Guide and for user convenience, this section provides typical titles and role descriptions while Section 7.7 provides a guide to corresponding hourly rates.

Landscape Architectural Intern

Non-licensed graduates of an accredited landscape architectural program with either a 4-year bachelor’s degree or a 3-year master’s degree will typically hold this title as part of an entry-level position in the profession. Landscape architectural interns are, in general, actively pursuing landscape architect status through the OALA Professional Development Program (PDP) and the CLARB Landscape Architect Registration Examination (L.A.R.E.).

Landscape Architect

Only a full member of OALA has the legal right to use the title landscape architect. The landscape architect assists the overall design team in day-to-day activities as assigned by senior staff. A staff member in this role must be familiar with and have experience performing all aspects of landscape architectural site planning and design. A landscape architect must also be generally knowledgeable in construction methods and contract administration.

Intermediate Landscape Architect

Generally, an intermediate landscape architect will have a **minimum of 3 years’ experience as a landscape architect**. Typically, an intermediate landscape architect will assist the senior landscape architect and supervise less experienced team members. Additional and specific tasks are assigned at the discretion of the senior professional depending on the

3.0 General Areas of Practice

nature and specifics of the project. The intermediate landscape architect will also have experience completing assignments of similar scope and complexity as those described in the specific project's terms of reference.

Senior Landscape Architect

Generally, a senior landscape architect will have a **minimum of 7 years' experience as a landscape architect**. A senior landscape architect trains, leads, and oversees intermediate and less experienced landscape architects. In addition, a staff member in this role may be responsible for site planning and design, construction administration, and commissioning over the course of a project. Additional responsibilities may include the review and oversight of all work and the sealing of documents with the OALA seal in accordance with OALA guidelines.

Landscape Project Manager

Generally, a landscape project manager will have a **minimum of 5 years' experience as a landscape architect**. Typically, a landscape project manager will have a demonstrated track record of managing projects successfully. Landscape project managers are also responsible for executing a project's day-to-day requirements, directing and coordinating a multi-disciplinary team, and monitoring and managing the scope, schedule, budget, and quality of a project. An individual in this role is tasked with providing project leadership and is often the main point of contact for the client.

Principal/Partner

Generally, a principal/partner is a member of a firm's senior leadership team and may have a financial interest in the firm's operations. A principal/partner may or may not be a full member of OALA. The principal/partner has responsibility for the project team's conduct and overall project delivery. One of the main roles of this individual is to manage the relationships and expectations between the client and the firm's representatives. The principal/partner may have the legal authority to bind the actions of the firm, which may include responsibility for sealing project documents with the OALA seal in accordance with OALA guidelines.

Project Manager (PMP)

Generally, a project manager with the Project Management Professional (PMP) designation is responsible for managing a project through the design and construction phases and for ensuring adherence to project timelines and budgets. A PMP project manager typically does not assist with design duties. Moreover, a PMP managing a landscape architectural project may not necessarily have a landscape architectural background and does not have to be a landscape architect.

3.0 General Areas of Practice

Project Coordinator

Generally, a project coordinator is responsible for assisting a project manager, principal/partner, and/or senior landscape architect with project administrative duties such as maintaining budgets and work schedules, tracking project deliverables, and serving as team liaison.

Technical Support (CADD Technician)

Generally, a computer-aided design and drafting (CADD) technician is a graduate of an architectural, landscape architectural, or engineering technician or technology program who is responsible for supporting the design team with CADD. A CADD technician may also be proficient in other applicable software to support the project requirements.

Graphics and 3D Modelling Specialist

Generally, a graphics and 3D modelling specialist is responsible for supporting the design team with the visual representation of design concepts, graphic renderings in 2D and 3D, modelling, animation, and graphical layout.

Administrator

Generally, an administrator is responsible for supporting the project team with project administrative tasks, including but not limited to, document preparation and duplication, accounts payable and receivable as they relate to project requirements, sub-consultant contracts, and the management of disbursements.



4.0 Consultant Selection and Procurement

Part One: OALA Guide to Landscape Architectural Services provides guidelines on preparing a project's terms of reference and establishing proposal evaluation criteria. The guide also describes several proposal evaluation methodologies. Refer to Part One's Section 6.0, Retaining a Landscape Architect. A summary is provided below.

4.1 Selecting the Consultant / Landscape Architect

The initial steps in the process of selecting a preferred consultant (landscape architect) is for the client to prepare a detailed terms of reference (ToR) and to establish consultant and project budgets. Clients should invite prospective consultants to submit a proposal of services and fees based on the requirements of the ToR. A call for proposals is not a tender. Therefore, the lowest cost is not the primary criteria for selecting a consultant. Price is only one of the criteria in the evaluation process to determine an award.

Clients should advise the proponents of the evaluation criteria and the scoring to be used to determine the award. Typical criteria include the consultant's understanding of the client's objectives and requirements; proposed approach and methodology; scope of services, work plan, and schedule; qualifications, experience, and expertise of the team members and the firms; and proposed fees.

4.2 Procurement Options for Engagement

Landscape architects may be retained through one of several procedures that include, but are not limited, to the following:

- direct appointment or sole-source procurement;
- letter of agreement;
- limited-source procurement;
- request for quotations (RFQ);
- request for proposals (RFP) (two-stage or fixed-fee);
- consultant roster or standing offer;
- alternative financing and procurement (AFP) (planning, design, and compliance services or competitor bid team services); and
- design competitions.

4.3 Procurement Options and Definitions

Municipal governments across Ontario have approved by-laws to adopt their own set of procurement policies and procedures to direct how consulting services are to be obtained. Similarly, other government agencies have adopted their own set of procurement policies. Landscape architects should become familiar with the policies and procedures of the organizations to which they are offering their services.

While each document is unique to the municipality or organization, there are commonalities in terminology and dollar value thresholds across the above-noted by-laws and policies. These commonalities are presented in Table 1: Typical Dollar Value Thresholds.

4.0 Consultant Selection and Procurement

Table 1: Typical Dollar Value Thresholds

Procurement Option for Consulting and Professional Services	Typical Dollar Threshold	Method	Notes With Respect to Method
Non-Roster Consultants			
Low Value Acquisition	\$10,000 or less	Direct appointment	Sole-source directly with a firm
Medium Value Acquisition – defined scope of work	More than \$10,000, up to \$50,000	RFQ – Informal quotes	Invite 3 firms to provide quotes
Medium Value Acquisition – undefined scope of work	More than \$50,000, up to \$100,000	RFP – invited bids	Invite 3 firms to provide short-form proposals
High Value Acquisition	More than \$100,000	RFP – open bid process	Open to all qualified proponents – submit long-form proposals
Consultant Roster or Standing Offer Roster			
Roster Direct Appointment	\$100,000 or less	Direct roster appointment	Select from a predetermined roster on a best-fit and rotational basis
Roster Extended Value Appointment	More than \$100,000, up to \$250,000	Roster – invited 3 bids	Select 3 firms from a predetermined roster on a best-fit basis to submit a fee proposal
Outside Roster Dollar Limits	More than \$250,000	RFP – open bid process	Open to all qualified proponents – submit long-form proposals

4.0 Consultant Selection and Procurement

Definitions Pertaining to Table 1:

“Consulting and professional services” means services rendered by persons who are members of a recognized profession or who possess a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance.

“Low value acquisition” means an acquisition of consulting services having a value of \$10,000 or less.

“Medium value acquisition” means an acquisition of consulting services that has a value of more than \$10,000 and up to \$100,000.

“High value acquisition” means an acquisition of consulting services that has a value of more than \$100,000.

“Qualified supplier roster,” “consultant roster,” or “standing offer roster” means a list of consultants who have participated in and successfully met the requirements of a request for supplier qualifications (RFSQ) and have been pre-qualified to perform discrete work assignments involving the delivery of a particular type of services.

“Qualified supplier roster competition” means an expedited, invitational competition between consultants who have been included on a qualified supplier roster for the selection of a consultant to perform a discrete work assignment during the term of the roster.

“Request for information” or “RFI” (also known as “Request for expression of interest” or “REOI”) means a process where information is requested from consultants regarding their interest in, or the feasibility and availability of, specific services in the marketplace and to determine if there are enough consultants to justify a request for proposals or request for quotations.

“Request for pre-qualification” or “RFPQ” means a request with specific qualification criteria that will be used to identify and pre-select bidders, where the experience and qualifications of the bidders must be clearly established and verified prior to bidding to determine their capability in all respects to perform the contract requirements.

“Request for proposal” or “RFP” means a request that will be used to obtain a bid or bids for consulting services in cases where the owner/client can specify the performance requirements but the bidders must determine the optimal approach and the quantity and quality of their services based on their particular attributes. RFPs are often used where the owner/client may not be able to fully define a project or when alternate methods are being sought to perform a certain function or service.

“Request for quotation” or “RFQ” means a request that will be used to obtain a bid or bids in cases where the owner/client has determined the quantity and quality of the consulting

4.0 Consultant Selection and Procurement

services for a low or medium value acquisition or a sole-source procurement of any value. The term “informal quotes” refers to the procurement method of selecting three qualified consultants to submit a fee quotation. The term “formal quotes” refers to the procurement method of holding an open competition among qualified consultants. “Formal quotes” is a method used by some municipalities and has a dollar threshold range that falls within the low and medium value ranges depending on the procurement rules in use.

“**Request for Tender**” or “**RFT**” means a request that will be used to obtain irrevocable bids for goods and/or services for a High Value Acquisition in cases where the owner/client has determined the quantity and quality of the goods and/or services and has prepared detailed technical specifications. An RFT is used for acquiring construction services but not consulting services.

4.4 Proposal Terms of Reference

Where a client has issued a terms of reference (ToR) document, it is recommended that the landscape architect / consultant replicate and conform to the document organization and formatting requirements set out in the ToR when submitting a proposal. Format and outline requirements, while seemingly incidental, are normally linked to scoring and ranking during proposal evaluation. Formatting considerations may include the following:

- context and background;
- base information and available reports/studies (base information to be made available to the consultant upon award);
- project objectives and scope of work;
- approach and methodology;
- design services and project deliverables required;
- team members’ experience and qualifications;
- consulting firm experience and qualifications;
- schedule, budget, submission date, and other requirements;
- meetings;
- sample client-consultant agreement;
- proposal evaluation criteria; and
- proposal evaluation process and selection timing.

For smaller projects, their size and scope may simplify the amount of information needed in the ToR. However, for any project, if any of the above items are not included in the ToR, the consultant should ask for clarification and request responses. Questions and responses are typically recorded and made available to all participants.

4.5 Proposal Assumptions

A ToR may not clearly describe the scope of work; the expectations with respect to deliverables, meetings, or subconsultants; or any other issues that impact the consultant’s

ability to prepare a fair and reasonable fee proposal. In this case, the consultant should include in the proposal a detailed list of assumptions that specifies exactly what is included and excluded from the fee. While the list of assumptions will vary with the type and complexity of the project, the following short list includes examples of common practice in the current marketplace:

- The proposal should include proponent understanding and assumptions about available base data suitable for meeting the design requirements, provided by owner project engineers, surveyors, planners, architects, among others as applicable, in a digital format (typically CAD) and at no cost to the landscape architect.
- The proposal should specify the number of meetings included in the fee and state that additional meetings would incur costs beyond the stated fee at the hourly rate of the team member attending.
- The proposal should specify the maximum number of submissions included in the fee, including the final submission, and state that additional submissions constitute an extra service.
- Subconsultants' fees, such as for structural, electrical, civil, and geotechnical engineering services, are excluded unless specifically accounted for in the proposal.
- The cost of all permits is the responsibility of the client unless stated otherwise in the proposal.
- The proposal should state that, after the proposal is accepted, if the client makes changes to base data that require revisions to approved work or work in progress, then the consultant is entitled to additional fees. The consultant should document such changes in written form and issue a written request for extra services and fees to the client for consideration prior to making the revisions.
- The proposal should state the terms of payment and the penalty to be applied to late payments.
- The proposal should state the terms of termination. (See Section 6.4 for more information.)

4.6 Contracts

Once the client and consultant have reached a consensus on the services to be provided, they are ready to sign an agreement to create a binding contract. The contract typically includes the ToR and the proposal. The contract must match the negotiated terms between the client and the consultant. See *Part Three: OALA Guide to Standard Written Agreements* for more information.

4.7 Notification

The client should notify all participants in writing in a timely manner once a contract has been awarded.

5.0 Consultant Fees

This section outlines aspects related to consultant fees, including considerations of fees for services, stages of services, disbursements or reimbursable expenses, retainers, and mobilization fees. Each aspect of fees is subject to mutual agreement between the consultant and the client.

5.1 Fees for Services

Professional consultant fees, expenses, and disbursements are based on the services provided. The following list outlines the types of services commonly required in a traditional landscape architecture assignment as per Section 7.0, Stages of Services, in *Part One: OALA Guide to Landscape Architectural Services*.

- Stage I – Consulting and advisory services:
 - General consulting and advisory services
 - Expert testimony and specialty services
 - Other services
- Stage II – Pre-design services and concept master planning:
 - Pre-design services
 - Concept master planning and master planning
- Stage III – Schematic design, design development, and contract documentation:
 - Schematic design (SD)
 - Design development (DD)
 - Contract documentation (CD)
 - Regulatory approvals
- Stage IV – Services before and during construction:
 - Contract management
 - Site reviews and contract administration
- Stage V – Project management services
- Stage VI – Post-construction services:
 - As-built drawings and documentation
 - Preparation of maintenance management guidelines
 - Site commissioning
 - Warranty inspections
 - Record files and drawings
 - Final acceptance certification

The effort and time assigned to providing these services take into consideration the cost of running the consulting business, including;

- production costs associated with creating deliverables;
- comprehensive business expenses, including rent, staff medical benefits, pension plans, and paid vacation time;
- insurance, including coverage for professional liability, errors, and omissions; office comprehensive insurance; and Workplace Safety and Insurance Board (WSIB) and software licences;

5.0 Consultant Fees

- a reasonable expectation of profit; and
- applicable taxes, where the Harmonized Sales Tax (HST) is not included in the base fee but must be included in the project total in accordance with federal and provincial laws.

5.2 Disbursements

The terms “disbursements” and “reimbursable expenses” are often used interchangeably. They refer to out-of-pocket expenses incurred by the consultant in the delivery of the project, and may be charged in different ways:

- They may be charged in addition to fees at cost plus a 10% to 15% administration fee.
- They may be charged as a fixed percentage of the base consultant fee, at a rate between 5% and 8%, subject to client agreement.
- It is recommended to charge subconsultant fees and disbursements at cost plus 10% to 15% to cover the consultant’s overhead and administration costs.

Disbursements, or reimbursable expenses, may include the following items:

- vehicle mileage or vehicle rental and fuel costs;
- air fare and ground transportation, i.e. taxis, Uber, etc.;
- food and accommodation pre-approved by the client;
- project-related costs such as public notices and consultations;
- rental of space for public meetings;
- specialized, project-specific computer software and/or services;
- specialized equipment, such as audio-visual equipment;
- surveying and testing services;
- courier delivery services;
- approvals, permits, and licences;
- project-specific insurance if required by the client;
- printing and reproduction costs; and
- any other third-party expenses paid by the consultant on the client’s behalf.

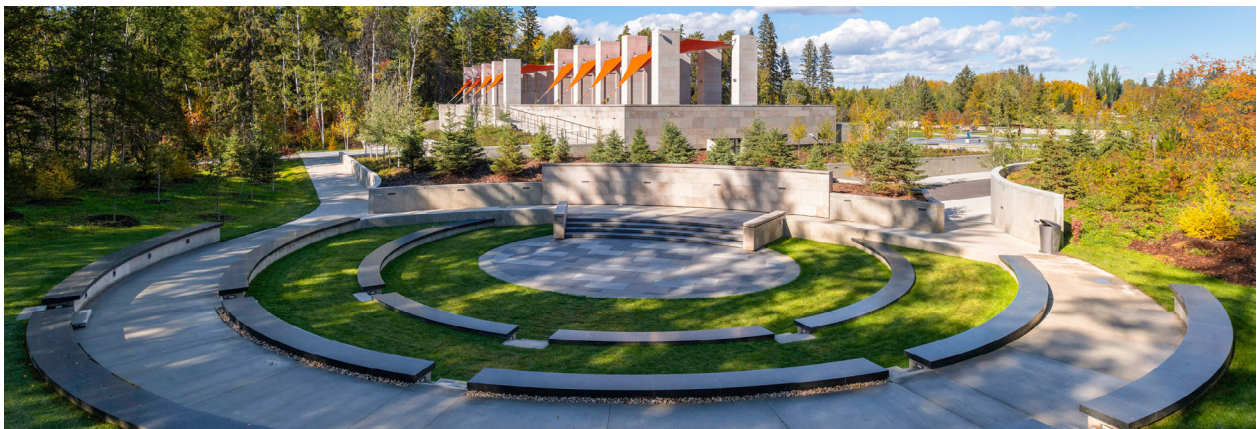


Image: Aga Khan Garden, Nelson Byrd Woltz Landscape Architects

5.0 Consultant Fees

5.3 Retainer

The landscape architect may ask for a retainer that is invoiced at the time of entering into an agreement with a client to provide professional services. Typically, retainers are sought for:

- new clients where there is no payment history or established business relationship; and
- existing clients where project startup costs need to be covered in advance.

Retainers are normally held to the end of the project and are credited in the final invoice for services provided.

5.4 Mobilization Fee

Landscape architects may ask for a mobilization fee that is invoiced at the time of entering into an agreement for professional services. The fee is used as an advance for pending services that are to be initiated immediately. The fees are credited in the subsequent invoice issued that covers those services.



Image: Mechanized River Valley Access, DIALOG

6.0 Fiscal Responsibilities of the Landscape Architect and Client

For the landscape architect and client who have entered into an agreement to complete a project, fulfilling their respective fiscal responsibilities is a critical aspect of ensuring success. OALA has prepared guidelines in this section in support of this effort, and notes that they are opinions of OALA and do not necessarily represent specific contractual obligations.

As a starting point, OALA recommends that written agreements be executed between parties and that they be prepared with the assistance and advice of a lawyer familiar with the type of work to be undertaken and with the regions where the work is to take place.

Also note that the information in this section is general in nature and not exhaustive. See also *Part Three: OALA Guide to Standard Written Agreements* for additional guidelines and recommendations.

6.1 Landscape Architect

The responsibility of the landscape architect is to properly account for their time and to prepare an orderly invoice for remittance. Invoices for work are normally issued monthly or at key pre-agreed milestones and represent the value of work completed to date. Invoices also include amounts for reimbursable expenses as prescribed in the agreement, as well as applicable taxes.

The invoice should be addressed to the client for whom the work has been performed. It should clearly communicate an itemized breakdown of the services provided along with the total amount charged in Canadian dollars (unless other currency is stipulated in the agreement). Direct deposit between banks is now a common and preferred method of payment, allowing both the client and the consultant to track the payment history and frequency.

Terms of payment, recommended within 30 days, or no longer than 45 days, should be stated on all invoices. Carrying charges for late payment may be applied as a contract condition, for example, 1% per month for payments received later than what was agreed to in the agreement.

6.2 Client

The responsibility of the client is to agree to and approve the value of the invoice relative to the work performed, and to pay the invoice in a timely manner. It is important to establish in the agreement the specified time frame within which the client must pay the fees, including reimbursable expenses, after receiving the invoice, as well as, the consequences if the client does not pay the fees by certain dates.

6.0 Fiscal Responsibilities of the Landscape Architect and Client

6.3 Disputes

Disputes between clients and landscape architects are most often the result of a lack of clarity in the proposal or in the signed agreement relating to the cost of services for the specified scope of work. When consultants identify a service request that is not included in the specified scope of work, the client should be notified in writing that extra services will apply. The consultant should prepare a firm quotation for the extra services and receive written authorization from the client to proceed before the work is initiated.

If a financial dispute remains unresolved, an arbitrator acceptable to both parties should be retained to assist in resolving the dispute quickly and fairly. Legal action to resolve a dispute should be viewed as a last resort given the high cost of litigation. However, in circumstances where there is no opportunity to resolve a dispute fairly, a [Small Claims Court](#) action may be considered. In Ontario, this Court allows for claims up to a maximum of \$35,000 (2023), not including interest and costs. The claim must fall into one of two categories:

1. claims for money owed under an agreement; or
2. claims for damages such as a breach of contract.

A Small Claims Court filing can be done online.

For more information, search on “Ontario Ministry of the Attorney General - Small Claims Court.” Currently (2023), lawsuits for more than \$35,000 involve civil proceedings and must be heard by the Ontario Superior Court of Justice (“civil court”). Legal representation in civil proceedings is required. Obtaining a legal opinion is always recommended when legal action is being considered.

6.4 Termination of Contract

Both the client and the consultant are obligated to conform to the terms of the signed agreement. It is advisable to provide wording in the agreement to address the terms of dissolution, to ensure an orderly process and avoid potential pitfalls that may emerge should either party chooses to terminate a contract at any stage of its execution. The following wording example can be included in the agreement to establish a clear resolution of payment obligations if a binding agreement is terminated:

“The Landscape Architect is entitled to full compensation for all services performed on the Client’s behalf at the approved hourly rates, or approved percentage of completion, up to the time of notification in writing to discontinue services.”

Under these circumstances, a client will need to retain the services of another landscape architect to complete and certify the work. To be satisfied that proper legal closure of the original agreement has been completed, the new landscape architect should request a copy

6.0 Fiscal Responsibilities of the Landscape Architect and Client

of a signed written release from the dismissed landscape architect that acknowledges the following:

- Full payment has been received.
- All original drawings and all other data as instruments of service completed to date by the dismissed landscape architect are now the legal property of the client.
- The client has unrestricted use of these instruments and does not need permission from the dismissed landscape architect to copy, modify, or use them in any way to complete the project.
- Both the client and the dismissed consultant have no further claim whatsoever against the other with respect to the project or site.

Any formal release of this nature should be prepared by a lawyer and executed with legal representation by both parties.

Either party may terminate the agreement with 14 days' written notice to the other if:

- modifications are proposed and the parties cannot agree on revised fees and delivery dates;
- either party is bankrupt, is insolvent, seeks creditor protection, or abandons the project; or
- an event of force majeure prevents timely completion of the services.

Either party may terminate the agreement with 10 days' written notice to the other if the other party is in breach of its obligations and, if such breach can be remedied, fails to take action to remedy same within 10 days. The consultant is to be paid in full for services rendered up to the termination date.

6.5 Copyright and Ownership of Documents

The *Copyright Act* protects authors, such as a landscape architect, whose expression of original work is made manifest in permanent form. The Act gives the original author the exclusive right to make copies of such work. The Act also gives the original author moral rights in the work—that is, the protection of the integrity of the work as well as the right to be reasonably associated with the work, i.e. to get credit for the work.

If the work is prepared by an employee or under a contract of service, for example, as an agent of the landscape architect, then the employer or the principal of the landscape architectural firm is deemed to be the original owner and author of the work. The copyright owner may assign the right or license it to others if there is a specific written document to such effect. The owner may also waive, but not assign, moral rights if there is a specific written document to such effect.

6.0 Fiscal Responsibilities of the Landscape Architect and Client

Ownership of original drawings, specifications, and other data as instruments of service, whether or not the work for which they were made has been executed, remain the property of the landscape architect. The drawings, after payment, become instruments of service in connection with the completion of the project designed. Implied is the right to make copies for such purpose only, but not for use on other projects.

Reproducible copies of final “As Constructed” plans, or the original contract drawings, should not be issued in any form until the client has paid all outstanding fees in full. A PDF (Portable Document Format) copy (or equivalent) of a plan or document is a photographic image of the original. The preferred method for sharing the final “as-constructed” digital information with clients is via PDF files only, as this method technically protects the author’s rights under the *Copyright Act*.

There are a number of concerns the landscape architect should be aware of if considering releasing to the final owner the original digital drawings bearing the architect’s seal (stamp) and signature. One concern is that digital changes can be made and the revised plans can be used without the author’s knowledge. Should this occur and if a complainant files a lawsuit based on alleged claims caused by such modifications, the original author would be forced to defend themselves by producing the drawings that demonstrate they were not responsible.

Another concern is that design solutions specific to one site could be copied and applied to another location where the site variables render the solution inappropriate and potentially dangerous to the public. The reuse of digital information prepared by others is contradictory to the moral and ethical behaviour of OALA members.

If a client demands digital plans to be issued upon completion of an assignment, the author technically loses their rights under the *Copyright Act*. To avoid the potential consequences described above, the digital drawings should not be sealed (stamped) or signed by the landscape architect, and the corporate identity of the author should be removed. A PDF copy of the original approved sealed and signed drawings could be issued along with the generic CAD files so that there is a record of both. Any reuse or changes to the digital files by others would, therefore, fall under the seal and signature of the consultant and organization using the plans for their own purpose. The new author would also assume the liability associated with copying or using the information.

7.0 Estimating Consultant Fees

This Fee Guide is provided to assist all who engage landscape architectural consultant services to determine fair and reasonable professional fees. Projects differ in type, size, and complexity, and this will be reflected through corresponding payment scales. To provide appropriate estimates, consultants must clearly identify and explain the professional services they provide in relation to:

- the knowledge and skills to deliver an appropriate design within an appropriate budget; and
- the knowledge and skills to secure approvals and permits from governing agencies in order to expedite the work.

7.1 Fair and Reasonable Fees

Essential considerations for determining fees include, but are not limited to, the following:

- the time and effort required;
- the type and scale of the project;
- the uniqueness and complexity of the work;
- the special skills that may be required to perform the work;
- geographic location of the site or other special site conditions;
- historical context;
- the specified number of meetings with stakeholders;
- the number of submissions to obtain approvals;
- familiarity with the agencies that administer the approvals process;
- requirements for and frequency of public consultation; and
- requirements for expert testimony.

7.2 Relationship Between Budget and Fees

The budget available for the construction of a project will have a direct bearing on the fees needed to complete the work. To determine the appropriate level of detail required, the client and consultant must be aware of the budget for the constructed project. They must also take into consideration the relationship between the project area (size) and the budget.

7.3 Fees, Tasks, and Complexity

Key elements to incorporate into a consultant fee estimate include project complexity, fee ranges for different types of services, and the number of services of each type that need to be performed along with the tasks necessary to complete them. By clearly identifying these elements, the landscape architect and client can then progressively determine the estimated staff levels and fee ranges required to complete the project. Project complexity typically increases with the number of required tasks, and certain project types by nature involve greater complexity.

7.0 Estimating Consultant Fees

7.4 Levels of Complexity

Clients and consultants need to have a mutual understanding of a project's overall complexity. The following definitions describe three levels of complexity—standard, advanced, and complex—to assist in establishing the scope of work and ultimately a reasonable fee for consultant services. Regardless of level of complexity, the consultant should produce project deliverables in digital format as a standard requirement.

For all projects, including both planned and built projects, the level of service to be provided includes all steps necessary to assist in obtaining approvals and to complete the scope of work as agreed. For projects that are to be built, the level of service to be provided also includes all steps necessary to produce contract documents and administer the construction contract through to final acceptance of the built work.

7.4.1 Standard

The standard level of service typically applies to contracts issued for a single project and client with a straightforward approval process and minor municipal and environmental constraints. More complex projects would require either an advanced or complex level of service, such as those that involve major constraints, multiple parts or subprojects, or work for different departments issued under a single contract.

This level of service includes a one-step design process with limited underground servicing infrastructure. It requires a basic understanding of public health, safety, and welfare as well as some knowledge of exterior building codes. Either no public consultation is required, or such consultation would be limited to the consultant's attendance only and would not involve presentation, facilitation, or other responsibilities, as agreed to by all parties.

7.4.2 Advanced

The advanced level of service applies to projects that require a broader range of skills and coordination to obtain approvals than what can be expected from a standard level of service. The conceptual design phase will often require the consultant to provide several conceptual solutions from which the final design will be developed. Detailed design can require up to four submissions including coordination with the subconsultants in each round.

These projects typically have unique site conditions that require a higher degree of scrutiny and approval by the municipality and other agencies, non-standard design detailing, and more complex municipal grading standards. The skill level normally involves some specialization, such as LEED (Leadership in Energy and Environmental Design), arborist or aquatic biologist input, and public consultation with multimedia presentation responsibilities.

7.0 Estimating Consultant Fees

7.4.3 Complex

The complex level of service applies to projects that involve multiple stakeholders; multiple approval stages; numerous client, team, and approval agency meetings; utility coordination; underground infrastructure; and management of the consultant team where the landscape architect acts as the prime consultant. It also applies to projects that involve frequent and multi-faceted public consultations with the community and multiple stakeholders.

Additional scope may include heritage or archaeological components, site contamination, multiple sites, LEED-recognized standards, and integration with the principles of sustainable development. Approvals may include national, provincial, and municipal clearance with extensive public consultation and facilitation responsibilities during several stages of the design process. At this level, projects can span many years of design and many phases of development and construction.

7.5 Project Types

OALA has grouped projects into three types:

- Type 1 – Specialized Landscapes
- Type 2 – Civic, Institutional, and Residential Landscapes
- Type 3 – Greenfield and Industrial Landscapes

The three types of projects are detailed in Section 4.0 of *Part One: OALA Guide to Landscape Architectural Services* of OALA's *Engaging a Landscape Architect* series.

Each project type encompasses projects and areas of practice that have similar characteristics requiring a range of skills and expertise. However, project complexity will vary, which may affect project type classification. Be advised that this Fee Guide provides general guidelines intended to be adapted based on project scale, size, and complexity. Users are also advised to use discretion when determining a given project's type category, or when it is deemed appropriate, to recategorize a project as a different type. The three types are correlated in the Percentage Method Fee Calculation Chart in Table 4 in Section 7.8.

7.5.1 Type 1 – Specialized Landscapes

Scope: Typically larger, more complex projects requiring the highest level of expertise, technical proficiency, and specialization. Work in this category requires extensive research, coordination, collaboration, and reporting while working with and/or directing a multi-disciplinary team of consultants.

- Botanical gardens
- Cultural heritage assessment and conservation

7.0 Estimating Consultant Fees

- Custom single-family residential design
- Environmental assessment
- Expert witness / expert testimony
- Fountains and water features
- Golf course architecture
- Health-care facility design
- Marina and waterfront planning
- Memorials and gardens of remembrance
- Resort and entertainment facilities
- Visual assessment
- Water play and pool design
- Zoo and wildlife conversation areas

7.5.2 Type 2 – Civic, Institutional, and Residential Landscapes

Scope: Generally projects that are more focused within the urban realm or fringe suburban growth areas. They require a broad range of designs with integrated hard and soft landscape features that can incorporate vehicular infrastructure, active recreational facilities, art and leisure installations, and architectural elements. Work in this category requires coordination, collaboration, and reporting while working with and/or directing a multi-disciplinary team of consultants.

- Cemetary planning and design
- Churches and places of worship
- Education facility design
- Green and natural systems infrastructure
- Green roof and green wall design
- Landscape reclamation, habitat restoration, and brownfields
- Multi-use trail development and assessment
- Natural heritage conservation
- Parks planning and design
- Public consultation and community engagement
- Sports facilities
- Streetscape design
- Urban design

7.5.3 Type 3 – Greenfield and Industrial Landscapes

Scope: Primarily soft landscape planning and design projects in a rural, greenfield, or industrial context requiring grading, layout, planting, and associated facilities that support pedestrian uses with minimal vehicular infrastructure. Work in this category requires coordination, collaboration, and reporting while working with or directing a multi-disciplinary team of consultants.

- Agricultural estates
- Camping site planning and design

7.0 Estimating Consultant Fees

- Commercial and industrial site design
- Land development planning
- Community design
- Landscape design
- Landscape master planning
- Multi-family housing – high-rise, mid-rise, low-rise
- Parks and recreation planning
- Site planning and site plan approvals

7.5.4 Exclusions to Project Types

The following kinds of projects are not directly related to construction or built projects, and therefore, it is recommended that they be remunerated on an hourly or fixed-price basis.

- Siting studies and visual assessment projects
- Conservation and other environmental strategy planning studies, such as environmental impact statements (E.I.S.)
- Urban design guidelines
- Planning studies and reports

7.6 Methods of Remuneration

The three most common methods of calculating fees and remuneration are:

1. Time basis, based on an hourly or per diem rate
2. Fixed-fee or lump sum method
3. Percentage-fee method

7.6.1 Time Basis: Hourly Method or Per Diem Rate

Hourly rates are commonly used to estimate the cost of consulting services when the scope of work is not clearly defined. The total fee is represented by estimated staff time for the duration of the project, the estimated total billable hours for all staff, plus estimated disbursements.

When a client agrees to an hourly rate contract, they are basing this decision on trust in and respect for the skills and reputation of the consultant. Hourly rate contracts will typically include an estimated construction value and an estimated lump sum fee provided by the consultant based on the staff members' hourly rates. In some cases, where the scope and level of effort are unknown, both the client and consultant may agree to previously determined hourly rates. This is more common in the private sector than in public sector work.

7.0 Estimating Consultant Fees

7.6.2 Fixed-Fee or Lump Sum Method

A fixed-fee or lump sum agreement commits a consultant to a specific fee for a specific scope of work. This method can be used for smaller or basic projects where the scope is clearly and easily defined and the number of submissions is specified along with a clear description of the deliverables. The consultant assumes the risk of performing the work within the fixed-fee offered. Failure to account for and describe all possible costs can leave the consultant exposed to extra costs with no means to collect.

Typically, individual billable hourly rates are assigned for each staff member and the accumulated total of estimated hours times the billable rates represent the total fixed fee plus fixed disbursements.

Rather than committing to an upset limit, which imposes a fixed return for unknown risks, it is recommended that the consultant monitor the fees and provide the client with regular status and forecast updates.

7.6.3 Percentage-Fee Method

With the percentage-fee method, the fee is not based on the number of hours spent on the project. The percentage method of calculating fees is commonly used when there is a known construction budget and a well-defined scope of work that has been established over many similar projects.

There are two types of fees calculated as a percentage of construction cost, based on the services to be included in the fee:

1. percentage fees for landscape architectural design services only; and
2. percentage fees for landscape architectural design, contract administration, and project management services.

For the purposes of this Fee Guide, the percentage fees proposed in Table 4 in Section 7.8 correspond to a full-service scope of work as described by bullet 2 above.

A smaller construction budget, for example \$100,000, will demand a higher percentage fee than a project with a larger budget, such as \$1,000,000. This is because the efforts to design, administer, and manage a project are not proportionate to the construction budget or the complexity of a project.

7.6.4 Considerations in Remuneration Decisions

When calculating fees for the fixed-price, lump sum method or the percentage method, there must be a clear written understanding of what is included in the contract price and what portion of the contract price is the responsibility of the

7.0 Estimating Consultant Fees

landscape architect. The construction cost of the work means the contract price(s) of all elements of the project designed or specified by the landscape architect excluding applicable taxes. In all cases, permit fees should be excluded from the contract value and should be paid directly by the client.

For calculating fees, the agreement should define whether the construction cost is based on an estimate or on actual tendered construction costs with the exclusion of HST and other taxes. Should the tendered construction costs differ from the estimated costs, the landscape architect and client may choose to review and adjust the consulting fees.

Where there is no estimated construction value or budget set for all or part of the project, the construction cost should be estimated at current market rates as determined by the landscape architect or by a mutually agreed-upon third party, such as a quantity surveyor or cost consultant. The cost of this work is in addition to the estimated fees and should be paid directly by the client. The construction cost does not include the compensation for the landscape architect or the landscape architect's subconsultants, the cost of land, or any other soft costs, which are solely the responsibility of the client.

Landscape architects are advised to structure remuneration for their services based on the stages and fee options presented in Table 2 below when providing the full-service level of services. A description for each of the stages of services is included in Section 7.0 of *Part One: OALA Guide to Landscape Architectural Services*. Only one remuneration method should be used for a given service within the same contract. Different services may be charged using different methods, as presented in Table 2.

Table 2: Stages of Services and Fee Options

	Stages of Services	Time Basis	Fixed-Price	Percentage
I	Consulting and Advisory Services	✓	✓	
II	Pre-Design Services and Concept Master Planning	✓	✓	
III	Schematic Design, Design Development, and Contract Documentation	✓	✓	✓
IV	Services Before and During Construction	✓	✓	✓
V	Project Management Services	✓	✓	✓
VI	Post-Construction Services	✓	✓	✓

7.0 Estimating Consultant Fees

7.7 Hourly Rate Guide

Table 3 presents a list of typical staff titles used in the profession of landscape architecture, each with a corresponding range of billable hourly rates. A description of the staff titles is provided in Section 3.3 of this guide. The ranges of rates reflect the consulting fees currently found within the profession based on title, expertise, experience, and level of responsibility. These rates are exclusive of taxes and expenses and are for the year 2023. For the years following 2023, the rates should be increased according to annual cost-of-living increases until this guide is next updated.

Table 3: Ranges of Typical Hourly Rates Based on Staff Titles (2023 Dollars)

Staff Titles	Billable Hourly Rates
Partner / Principal	\$180 – \$275
Project Manager (PMP)	\$160 – \$210
Landscape Project Manager	\$150 – \$200
Senior Landscape Architect	\$140 – \$190
Intermediate Landscape Architect	\$110 – \$135
Landscape Architect	\$90 – \$120
Project Coordinator	\$90 – \$120
Landscape Architectural Intern	\$70 – \$120
Technical Support (CADD Technicians)	\$65 – \$120
Graphic and 3D Modelling Support Specialist	\$95 – \$150
Administrator	\$55 – \$75

Task-Specific Hourly Rates	Billable Hourly Rates
Speciality Consulting and Expert Testimony	\$300 – \$600

Staff providing expert testimony for legal proceedings should be billed at a factor of between 1.75 and 2.25 times the otherwise established hourly rates.

This schedule of fees reflects the minimum range of compensation required to meet the standards of practice as set by OALA. Compensation is understood to include reasonable profit and costs borne by professionals, including the costs associated with mandatory continuing education, research, and professional development. Fees are ultimately a matter of negotiation between the client and the consultant based on contract conditions.

7.0 Estimating Consultant Fees

7.8 Percentage Method Fee Calculation Chart

The Percentage Method Fee Calculation Chart in Table 4 below uses criteria presented in Section 7 regarding levels of complexity and project types, and provides a guide to determining consultant fees for a variety of projects within a broad range of construction values.

Note that Table 4 should be used to estimate the budget for landscape architectural services only, exclusive of subconsultant services.

Table 4 - Percentage Method Fee Calculation Chart - Landscape Architecture Fees Only

Estimated Construction Budget	Recommended Percentage for Consulting Fee (By Project Type)								
	Type 1 Specialized Landscapes			Type 2 Civic, Institutional, and Residential Landscapes			Type 3 Greenfield and Industrial Landscapes		
	Standard	Advanced	Complex	Standard	Advanced	Complex	Standard	Advanced	Complex
	%	%	%	%	%	%	%	%	%
\$50,000 – \$100,000	18.5	20.5	22.5	15.5	16.5	17.5	12.0	13.0	14.0
\$100,000 – \$250,000	17.5	19.5	21.5	14.5	15.5	16.5	11.0	12.0	13.0
\$250,000 – \$500,000	15.5	17.5	19.5	12.5	13.5	14.5	9.0	10.0	11.0
\$500,000 – \$1 million	14.5	16.5	18.5	11.5	12.5	13.5	8.0	9.0	10.0
\$1 million – \$2 million	13.5	15.5	17.5	10.5	11.5	12.5	7.5	8.0	9.0
\$2 million – \$5 million	12.5	14.5	16.5	9.5	10.5	11.5	6.5	7.5	8.5
\$5 million – \$10 million	11.5	13.5	15.5	8.5	9.5	10.5	6.0	6.5	7.5
\$10 million + over	10.5	12.5	14.5	7.5	8.5	9.5	6.0	6.5	7.0

Notes:

1. “Type” refers to a project type as described under Section 7.5 Project Types.
2. “Standard”, “Advanced,” and “Complex” are terms relating to the level of tasks and services required on a project as defined under Section 7.4 Levels of Complexity.
3. This chart is a guide for calculating consulting fees for landscape architects based on the total value of construction. This chart is to be read in conjunction with the

7.0 Estimating Consultant Fees

clauses under Section 7.0 Estimating Consultant Fees. Use of the percentage method is defined under Section 7.6 Methods of Remuneration and in Table 2: Stages of Services and Fee Options.

4. For projects requiring engineering services, additional fees should be set out in the fee proposal. Consult the relevant fee guides of the respective professional engineering association for the fees pertaining to specific engineering disciplines.
5. Landscape architects should confirm with their insurance provider that insurance coverage has or can be secured for all subconsultants prior to signing an agreement

7.9 Service Delivery Weighting Guide

Table 5 sets out recommended weighting guidelines for allocating fees to various services provided on a project. Note that it summarizes the principal stages of service delivery for projects that require a full range of services, that is, when the consultant is responsible for the design, contract administration, and certification of the built project. For projects that do not require a full range of services, the table may still be used as a general reference.



7.0 Estimating Consultant Fees

Table 5: Service Delivery Weighting Guide

Site Planning Services		Allocation of Fee
A	Pre-design stage, site appraisal, and advice on site/project suitability	Time basis or fixed fee recommended
B	Feasibility or specialty studies, and budget pricing	Time basis or fixed fee recommended
C	Master planning, public facilitation, and reporting	Time basis or fixed fee recommended
D	Programming and establishment of development standards	Time basis or fixed fee recommended
E	Site plan approval and rezoning applications	Time basis
Site Design Services		
F	Conceptual design stage, sketch designs, and preliminary cost estimates	15%
G	Detailed design stage, functional plan, materials selection, and cost estimates	20 % – 25%
Total for F + G		35% – 40%
H	Preparation of construction drawings, details, specifications, tender documents, and pre-tender cost estimates	30% – 35%
I	Tendering services	2% – 5%
Total for H + I		32% – 40%
J	Periodic construction review, reports, and administration of contract including warranty review (minimal services) ⁽¹⁾	15% – 25% ⁽¹⁾
K	Post-construction review and approval	2% – 3%
Total for J + K		17% – 28%
Overall Total: A-K		Not to exceed 100%

¹ The allocation of fees shown for periodic construction review is for minimal services to verify compliance with the contract documents. If more frequent reviews and on-site attendance are required, these services would be in addition to the percentage allocation listed, and a separate fee budget would be required corresponding to the contract.

7.0 Estimating Consultant Fees

7.10 Fee Payments

Percentage fees are normally paid at the end of each pre-agreed stage of work. Time-based fees are normally paid at monthly intervals. Lump sum fees are normally paid at intervals by task or other agreement. Retainer or term commission fees are normally paid in advance for predetermined periods of service.

7.11 Task / Scope of Work Evaluation Chart

Table 6 is a tool that can be used to track the amount of time and level of expertise the consultant will need to apply to a given proposal based on project requirements in terms of tasks and scope of work. It is also helpful when determining a project's relative level of complexity. The total number of tasks required to be performed to satisfy the project requirements can indicate whether a project's complexity is standard, advanced, or complex. [Download a copy of Table 6.](#)



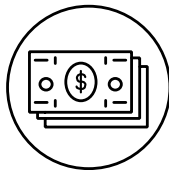
7.0 Estimating Consultant Fees

**Table 6:
Task / Scope
of Work
Evaluation
Chart**

ITEM	TASKS	SCOPE OF WORK						NOTES
		PROPOSAL REQMT		EFFORT REQUIREMENT				
		YES	NO	High	Medium	Low		
1	Approval Process							
	a. Municipal client group approvals							
	b. Planning department approvals (site plan)							
	c. Building department approval							
	d. Landscape plan approval							
	e. Tree removal approvals (urban forestry)							
	f. Federal Regulations (Dept. of Fisheries & Oceans, National Capital Commission)							
	g. Provincial Regulations (Niagara Escarpment Commission, Conservation Authority, etc.)							
	h. All utility coordination							
	i. Other (list)							
2	Design Process							
	a. Single conceptual design scheme							
	b. 2-3 conceptual design schemes							
	c. Single public engagement process, minutes, response							
	d. Full public engagement /steering committee							
	e. Design for LEED rated projects							
	f. Design for green infrastructure, including low impact development (LID)							
3	Coordination / Consultant Team Management Role							
	a. Cost consulting coordination							
	b. Architectural coordination							
	c. Engineering coordination							
	d. Surveyor coordination							
	e. Soils investigation and testing coordination							
	f. Other, e.g. subconsultant coordination (list)							
4	Incorporating Reports							
	a. Visual impact assessments							
	b. Planning and justification reports							
	c. Noise attenuation reports							
	d. Tree inventory reports							
	e. Arborist, rare and endangered species reports							
	f. Other (list)							
5	Contract Drawing Scope							
	a. Layout, grading, and standard details							
	b. Lighting plans							
	c. Irrigation plans							
	d. Tree preservation plans							
	e. Planting plans							
	f. Custom construction details							
	g. Other (list)							
6	Tender Documents							
	a. Front-end schedules							
	b. Special provisions							
	c. General conditions							
	d. Single form of tender							
	e. Phased contract documents, multiple tenders							
	f. Specifications							
	g. Tendering and tender analysis services							
7	Construction Services							
	a. Site review every two weeks							
	b. Weekly inspections review							
	c. Resident (daily) supervision							
	d. Contract administration (meeting minutes, proposed change notices, change orders)							
	e. Construction management (authority over contractor)							
	f. Substantial performance review and certificate							
	g. Warranty review							
	h. Final acceptance certification (total performance)							
	i. As-built drawings - digital							
<p><i>Note: Tasks that are normally included in the scope of work but are not stated as requirements should be brought to the attention of the client.</i></p>								
STANDARD		10-20	TASKS	Degree of Difficulty				
ADVANCED		21-35	TASKS	(circle one)				
COMPLEX		36-50	TASKS	H	M	L		

Engaging a Landscape Architect

Part Two: OALA Fee Guide for Landscape Architectural Services



The *Engaging a Landscape Architect* series has been prepared in four (4) separate parts as guide publications, under the following titles:

- Part One: OALA Guide to Landscape Architectural Services*
- Part Two: OALA Fee Guide for Landscape Architectural Services (this volume)*
- Part Three: OALA Guide to Standard Written Agreements*
- Part Four: OALA Guide to Design Competitions*

Please go to the Engaging a Landscape Architect page on www.oala.ca to read and learn more about each publication.

Published by
ONTARIO ASSOCIATION OF LANDSCAPE ARCHITECTS
3 Church Street, Suite 506, Toronto, Ontario M5E 1M2
416-231-4181 | www.oala.ca | info@oala.ca

Copyright © 2023 OALA
All rights reserved
April 2023