



Ontario Association of
Landscape Architects

Engaging a Landscape Architect

Part Three:

OALA Guide to Standard Written Agreements



Preamble

The Ontario Association of Landscape Architects (OALA) Guide to Standard Written Agreements presents an overview of the process of developing contracts to provide landscape architectural professional services to clients. The Guide also outlines the common components of this type of contract and includes several templates to assist OALA members. It must be understood that this publication is a guide rather than an in-depth discussion of the topic. Every project is unique; therefore, project-specific provisions must be incorporated into any contract between a landscape architect and a client. OALA members are recommended to obtain appropriate legal and other professional advice to ensure the contracts they develop and enter into are informed by professional knowledge and careful analysis of the law.

Disclaimer

This guide is made available by the OALA to assist its members in developing contracts to provide landscape architectural professional services to clients. It is intended for information purposes only and is not meant to replace legal advice and professional consultation. The OALA assumes no responsibility for members participating in contractual agreements to provide landscape architectural professional services to any party, whether the party is within the public or private sector. OALA members engaging in contracts do so at their own risk and are solely responsible for the agreements they make under those contracts.



Ontario Association of
Landscape Architects



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

Engaging a Landscape Architect

Part Three: OALA Guide to Standard Written Agreements

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1.0 Ontario Association of Landscape Architects (OALA)

The Ontario Association of Landscape Architects (OALA) is a self-regulating professional association. Among its various activities, it develops and sets standards for the licensure of landscape architects in Ontario. The OALA actively promotes those standards, as well as the benefits of landscape architecture, to governments, professionals, and the public. The Association was formed in 1968. For more information on the OALA, see www.oala.ca.



Ontario Association of
Landscape Architects

Headquartered in Toronto, the OALA is a component organization of the Canadian Society of Landscape Architects (CSLA). The CSLA is the national body that comprises all nine of the provincial and territorial landscape architecture professional associations across Canada. For more information, see www.csla.ca.

The OALA administers the Ontario Association of Landscape Architects Act, 1984. The act states that an individual must be a full member of the Association before they can be granted exclusive use of the title of landscape architect.

Candidates seeking admission into the OALA must meet specific minimum educational requirements. They must also 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.

The OALA maintains high standards of professional practice to ensure its members can continue to serve and protect the public interest. This includes a Mandatory Continuing Education program to provide members with new skills and knowledge including insights on current trends in the industry.

2.0 Introduction

The OALA has published a series of guidance documents to help clients better understand the processes for engaging a landscape architect. The series explains the range of services provided by landscape architects, outlines the various procurement options, and provides guidelines for determining reasonable budgets and fees.

This document constitutes Part Three of the **Engaging a Landscape Architect** series, which consists of four parts as follows:

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

This document, Part Three, aims to assist OALA members and potential clients in understanding the basic elements of a written contract between a landscape architect and the client for providing professional services. It presents simple definitions of elements commonly found in contracts. It also describes basic contract structures that may be used to inform and direct a typical contractual negotiation between a landscape architect and the client.

The information in this document is general in nature. Any contract negotiated between parties must include information specific to the project. Not all information in this document may be applicable in every circumstance.

Additionally, this document is intended as information and best practices only and is not meant to replace professional legal advice. It is current as of the date of publication. OALA members are encouraged to seek legal and other professional advice when negotiating, preparing, and executing contracts.

2.1 Necessity of a Contract

A written contract assists parties in clearly communicating the terms of an agreement by recording the basic elements of who, what, when, where, why, and how. When signed, it creates a binding legal relationship between the parties.

A clearly, carefully crafted contract can help the parties establish a good working relationship and pave the way toward a successful partnership and project. It can also protect the rights of the parties, impose obligations, and limit personal, business, and legal risks. Moreover, a well-prepared contract often contemplates possible future events or circumstances. This can provide some measure of certainty between the parties if an unexpected issue arises.

2.0 Introduction

2.2 The Basics

Contracts are written evidence of the agreement reached between the parties. If the parties have not yet reached an agreement, then it is premature to sign a contract.

To be legally binding, a contract must have the following three basic elements:

1. an **offer**, which refers to the written proposal a landscape architect presents to the client to provide certain services at a certain price;
2. **acceptance of the offer**, which refers to the client's agreement with the proposal as indicated by the client's signature on the proposal; and
3. **transfer of value**, which refers to the transfer of some form of benefit—usually money—from the client to the landscape architect in exchange for the agreed-upon services.

A disagreement between contracting parties may ultimately require resolution by a court. Should this occur, the court will look at what was included in the contract. Therefore, it is highly advisable to include in the contract all terms and facts that are important to the arrangement. Ambiguities in a contract are more likely to contribute to uncertain outcomes. A court may resolve ambiguity by giving the benefit of the doubt to the party who did not draft the contract.

It is important for both parties to verify that they can indeed achieve the agreements written into the contract. In particular, as the service provider, the landscape architect would be prudent to verify that his or her agreements as written are correct and achievable, as well as confirm the same for the agreements stated by the client. If both parties do not abide by their own agreements, a court is not likely to enforce the contract.

2.3 Short-Form and Long-Form Contracts

This document provides a template for drafting a short-form contract (refer to Section 4.1). The OALA plans to prepare a long-form contract in the future. Both forms include the basic elements of a contract for services. OALA members may use either of the two, depending on the level of detail appropriate for the project. The two forms are defined as follows:

- A short-form contract may be appropriate for projects that are simplistic in terms of both scope and fees.
- A long-form contract may be appropriate for complex projects. This form contains the same basic information as that in the short form but with additional terms and more detailed responsibilities.

The templates are intended for use as starting points for negotiating directly with a prospective client. Regardless of which form is used, the landscape architect is advised to review the terms and facts carefully and to customize as necessary for the specific project.

3.0 Common Components of Landscape Architectural Professional Services Contracts

Contracts for providing landscape architectural professional services typically consist of a number of common components. These include the contract date, the parties to the contract, a list of definitions, the project scope, the services to be provided, copyright provisions, payment provisions, termination provisions, and the signature block. Other common components include a mechanism for making changes to the contract, representations and warranties, limitations of liability, early-termination provisions, dispute-resolution clauses, and notice provisions.

3.1 Date of Contract

A contract is typically made “as of” a specific date that is indicated in the contract document. This date is referred to as the date of the contract.

3.2 Parties

An essential component of a contract is the naming of the parties that have made the agreement. In this case there will typically be two parties: the landscape architect and the client.

- **Landscape architect:** It is critical to properly name the landscape architect. If a corporation will be providing the services, then it is important to properly name the corporation, including its legal designations (such as Inc. or Ltd.), in order to avoid personal liability. If an individual landscape architect will be providing the services, then professional certifications can be included.
- **Client:** It is also critical to properly name the other party. The landscape architect needs to know the party he or she is dealing with for purposes such as obtaining instructions, assuring binding authority, handling security, collecting payment, and managing liability.

The importance of properly naming the parties to a contract cannot be understated. Many lawsuits are complicated by improperly named parties.

3.3 Definitions

Defined terms can simplify contracts by serving as shorthand for key words and phrases.

3.4 Project Scope

A clearly defined project scope plays an important role in setting the stage for success. It is best practice to provide a concise description of the project in this section, with sufficient detail to explain key project needs and expected outcomes. This includes the project’s name, goal(s), purpose, and function, as well as a brief summary of the landscape architectural services required to complete the project.

3.0 Common Components of Landscape Architectural Professional Services Contracts

3.5 Landscape Architectural Services

The role of a contract is to outline details of the landscape architectural services to be provided. It may also outline additional, supplemental services, which are beyond the scope of the required services but may become necessary or recommended during the course of the project.

Clearly stipulating the landscape architect's anticipated services and responsibilities (the who, what, when, where, why, and how of the project) reduces the chance of a misunderstanding between the parties. Both parties will benefit from knowing with certainty such essential elements as who is doing what, when, where, what materials are required, which other parties have a role, and how much money is involved.

The contract may include one or more schedules to provide greater detail and clarity of the project and/or contract components. Information suitable for inclusion as schedules includes detailed descriptions of the project scope, workers, deadlines, hourly rates, and work phases. It is also prudent to identify supplemental services and to include a clear mechanism for how they will be approved and what compensation will be provided.

3.6 Payment

Clearly drafted payment provisions will help to minimize the risk of uncertainty and dispute when it comes time for collecting payment for the services. It is critical to pay particular attention to what constitutes a payment, how payments are calculated, and when payments must be made.

Payment provisions may also include details with respect to:

- a stipulated fee;
- the percentages of fees due based on the phase or stage of work;
- specific information to be included in an invoice to ensure clarity for all parties, such as the invoice date, the project name, the names of the landscape architect and the client, the period of work covered by the invoice, and line items for holdbacks;
- payment due dates (for example, monthly or upon completion of identified milestones);
- the rate of interest on overdue accounts;
- the payment of permit fees;
- disbursements; and
- the reimbursement of expenses.

3.0 Common Components of Landscape Architectural Professional Services Contracts

3.7 Change Mechanism

It is critical to consider the possibility that the project may change and to include a mechanism to allow for change. Changes may include, for example, alterations to the scope of work, revised deadlines, or fee adjustments.

To prepare for changes that may occur, it is advisable to include the following form templates as schedules accompanying the contract:

- Proposed change form: This is typically a one-pager (see Section 4.2) used by the client to propose changes to the contract work. The form also serves as a request to the landscape architect to propose amendments to the contract price and time frame based on the proposed changes.
- Change order form: This is typically a one-pager (see Section 4.3) used to document the agreement between the parties on the changes to the contract work and any amendments to the contract price and time frame. It includes fields for the date of the change order, the nature of the changes, and the revised terms of the agreement, including revised fees if appropriate. Once both parties have agreed on all aspects of the changes as written on the change order form, they are ready to sign the form. The landscape architect can then proceed with the changes.

A signed change order form can help reduce common contractual disputes, such as the situation where a client refuses to pay the increased costs resulting from client-requested changes. It is prudent to have all changes approved in writing before undertaking the work, particularly if the changes include increased costs.

3.8 Copyright

Often the landscape architect will want to retain the copyright for the work produced, while the client may also want the ability to use the work done to complete a specific project. It is crucial to carefully negotiate the ownership of and the rights to use the work developed. Clearly articulated copyright provisions in the contract will help to avoid misunderstandings or unintentional violations of the other party's copyright.

3.9 Landscape Architect's Representations and Warranties

Another important aspect to consider is whether any representations or warranties or both may be needed in the contract. Representations refer to statements of fact at the time of signing, while warranties refer to promises that something will remain so for a certain period of time. For example, the contract might include a statement that the landscape architect is an OALA member in good standing or a promise that he or she will carry insurance up to a particular amount until project completion.

It is advisable to include representations and warranties prudently, as certain terms may increase the standard of care and the liability for the landscape architect.

3.0 Common Components of Landscape Architectural Professional Services Contracts

3.10 Clients' Representations and Warranties

Similarly, the landscape architect would be prudent to consider whether there are any client representations or warranties or both that may be important to include in the contract. For example, the contract might include statement of the site's safety conditions, the property owner's insurance coverage, or a property survey to demonstrate the accuracy and reliability of information provided to the landscape architect.

3.11 Limitations of Liability

To mitigate the financial risks on both sides, some contracts include set limits on the liability of the parties. This involves considering whether the risk being assumed is proportional to the value of the contract and, if not, whether a limitation of liability is warranted. For example, a contract might include limitation of liability clauses to exclude liability for certain types of damages, such as special damages, loss of profits, or punitive damages.

3.12 Termination

Clearly articulated termination provisions will be highly specific as to when the contract ends and what constitutes project completion. For example, the provisions might stipulate a specific date, a specific event, or the requirement that a certificate of completion be issued. It is important for both parties to clearly understand the conditions that must be met in order to declare that the project has been completed and the contract has been fulfilled.

3.13 Rights to Early Termination

A prudent contract considers that sometimes the unexpected will happen and that circumstances may require one or both of the parties to end the contract early. Early-termination provisions might include certain triggers or events, such as failure to pay, refusal to perform services, or other material breaches by either party. These provisions typically include notice periods during which the breaching party has the opportunity to correct the breach before the contract is terminated. The parties may also wish to include special consequences for a breach, if appropriate.

3.14 Dispute Resolution

Dispute-resolution clauses are often included to describe a procedure and associated deadlines the parties must follow to try to resolve disputes without going to court. Dispute-resolution mechanisms typically include either mediation or arbitration and may include both options. These mechanisms for resolving conflict may be less expensive and more amicable than filing a lawsuit.

3.0 Common Components of Landscape Architectural Professional Services Contracts

3.15 Notice

Notice provisions outline the process for giving notice to the other party about a material issue with respect to the contract. It is important to include the conditions under which the notice is considered given and effective, along with the acceptable format(s) for providing notice, such as registered mail, fax, or email. If one party needs to notify the other party about a breach of contract, the cure period usually begins when the notice is formally delivered.

3.16 Signature Block

An agreement becomes a legally binding “executed contract” only after it has been properly signed by all parties in the signature block. All parties are expected to be accurately and completely named in the signature block.

Individuals signing on behalf of a corporation will typically have their names and titles identified and the phrase “I have authority to bind the corporation” included under their signatures. Depending on the needs of the parties, electronic signatures may be acceptable. In addition, signatures in counterpart are commonly used when parties are in different locations. This refers to the situation where each party signs a separate but identical document and then the documents are brought together to form an executed contract. It is important for all parties to understand how the contract will be executed and to have a copy of the executed contract for their records.

4.0 Forms

The OALA provides three templates in this section to assist the landscape architect in negotiating a contract with a prospective client. The templates are intended to serve as the starting points for drafting the following components of the contract:

- the short-form contract;
- the proposed change form; and
- the change order form.

As discussed earlier, the OALA plans to prepare a long-form contract in the future and will make it available to members once it is completed.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT – SHORT FORM

This document is made available by the Ontario Association of Landscape Architects (OALA) to its members. This document is intended for information only and should not replace legal and other professional advice. It is current as of the date of publication. Members are encouraged to seek legal and other professional advice when negotiating, preparing, and executing contracts.

For more information, please [click here to view all of the Engaging a Landscape Architect documents](#).

Date

This Agreement is made as of _____ month, _____ day, _____ year, between the Client and Landscape Architect, named below, for certain landscape architectural services as described below. Unless otherwise noted, this Agreement supersedes all previous proposals, agreements, and negotiations between the parties.

Client

Name: _____

Address: _____

Contact Telephone No. #: _____

Email: _____

Relationship to project Owner
(where Client and Owner are not the same person):

Project Details

Name: _____

Location: _____

Proposed Budget Value: _____

Description:



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*The Client must pay all fees for services rendered under this Agreement in accordance with the following Payment Schedule (also referenced in **Engaging a Landscape Architect** Part Two: [OALA Fee Guide for Landscape Architectural Services](#)):*

Note: HST will be invoiced in addition to all fees and expenses.

Fees for Services

I. The total fees for the work outlined in this Agreement equal:

\$ _____

OR

II. Fees must be calculated in accordance with the following fee schedule, both for the work outlined in this Agreement and for any additional agreed-upon Supplementary Services:

Payment Schedule

I. Percentages of the total fees must be payable at certain intervals of the project, upon the completion of the elements described below:

Schematic Design and Plan / Design Development and Plan _____ %

Construction Drawings & Specifications _____ %

Tendering / Bid Review & Analysis / Recommendation _____ %

Construction Contract Administration / Inspections / Project Closeout _____ %

Other: _____ %

Total: 100 %

Hourly Rates for the Services:

Principal Landscape Architect \$ _____ /hour

Technician/Drafting \$ _____ /hour

Clerical \$ _____ /hour

II. Invoices for fees and disbursements are to be rendered monthly for the work then completed. Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoices must include disbursements actually and necessarily incurred for such items as:

Printing/ Photocopying @ \$ _____ /page

Travel Beyond Municipal Boundaries: \$ _____ /km

Administration Fees: _____ %

Fax, courier, and other incidental costs are to be charged in addition to the fees, at cost.

III. Reimbursement of expenses must be as agreed upon and outlined in an Expenses Schedule to be attached and included in the contract document.

Budget Parameters for the Project:

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Please reference [Engaging a Landscape Architecture Part One: OALA Guide to Landscape Architectural Services](#) for term definitions.

Project Name: _____

Client Name: _____ Landscape Architect Name: _____

Project Scope and Services Provided by Landscape Architect:

Pre-Design		
Client's Program and Budget:	Develop: <input type="checkbox"/>	Review: <input type="checkbox"/>
Obtain Property Survey, Geotechnical Report:	Provided by Client: <input type="checkbox"/>	Part of Landscape Architect's Contract Services: <input type="checkbox"/>
Prepare Landscape Architect Services Outline and Project Schedule:	<input type="checkbox"/>	
Prepare Existing Conditions Drawing:	<input type="checkbox"/>	
Design Phases <i>(Client's review and approval must be obtained before proceeding to next phases)</i>		
Schematic Design Documents Phase:	<input type="checkbox"/>	
Design Development Documents Phase:	<input type="checkbox"/>	
Estimates of Construction Cost at Each Phase:	<input type="checkbox"/>	
Construction Documents Phase – Drawings / Specifications		
Prepare Drawings/Specifications for:		
Regulatory Agency Approvals/Permits: <input type="checkbox"/>	Tender Bidding/Negotiation with Contractors: <input type="checkbox"/>	Construction: <input type="checkbox"/>
<input type="checkbox"/> Tree Preservation	<input type="checkbox"/> Tree Preservation	<input type="checkbox"/> Tree Preservation
<input type="checkbox"/> Demolition	<input type="checkbox"/> Demolition	<input type="checkbox"/> Demolition
<input type="checkbox"/> Layout & Materials	<input type="checkbox"/> Layout & Materials	<input type="checkbox"/> Layout & Materials
<input type="checkbox"/> Grading	<input type="checkbox"/> Grading	<input type="checkbox"/> Grading
<input type="checkbox"/> Planting	<input type="checkbox"/> Planting	<input type="checkbox"/> Planting
<input type="checkbox"/> Construction Details	<input type="checkbox"/> Construction Details	<input type="checkbox"/> Construction Details
	<input type="checkbox"/> Written Specifications	<input type="checkbox"/> Design/Construction Change Drawing
	<input type="checkbox"/> Tender Documents	<input type="checkbox"/> As-Built Drawings
Estimates of Construction Cost at Appropriate Intervals:	<input type="checkbox"/>	
Permits and Approvals		
Review Applicable Statutes, Regulations, Codes, and Bylaws as the Design of the Project Is Developed:	<input type="checkbox"/>	
Prepare and Submit Client-Signed Application for:		
Regulatory Approvals <input type="checkbox"/>	Municipal Approval <input type="checkbox"/>	Conservation Authority <input type="checkbox"/>
Provincial <input type="checkbox"/>	Federal <input type="checkbox"/>	
Prepare and Assist Client to Obtain:		
Site Plan Approval <input type="checkbox"/>	Committee of Adjustment <input type="checkbox"/>	Re-zoning Application <input type="checkbox"/>
Tender Bidding/Negotiation with Contractors / Construction Contract		
Assist Client to:	Obtain Bids <input type="checkbox"/>	Prepare Construction Contract <input type="checkbox"/>
Site Review - Construction Contract Management		
Site Review and Inspection Reports: <input type="checkbox"/>		
Number of Visits to Site: _____	Site Certifications: <input type="checkbox"/>	
<i>(Services exceeding the limits included above must be provided as Supplemental Services.)</i>		
Certify Contractor Applications for Payment and Substantial Performance: <input type="checkbox"/>		
Construction Contract Administration Field and Office Functions: <input type="checkbox"/>		
Follow Up During One-Year Warranty Period: <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Other Scope of Services:

To be provided by the Landscape Architect in as much detail as possible. Provide an outline of the scope of work, the type of work anticipated, the specific landscape architectural services that will be provided, and the components of work that will be produced under this Agreement, including design concept, master plan cost estimate, detail drawings, report analysis, estimates of required materials and costs of materials, milestones, etc.

Project Schedule:

Include a negotiated preliminary schedule outlining the specific milestones and anticipated completion of project components, with final delivery date for project completion, estimates of required materials and costs of materials, etc.

Provision of Site Information:

Include a list of all information that the Client provided specific to the site, and any other information on which the scope of the work will be based.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT – SHORT FORM

Terms of Engagement

1. Commencement of Work and Performance of Services: The signatures on this Agreement by both parties are to be the basis for the Landscape Architect to begin providing services for the project. The Landscape Architect must perform the services in a professional manner, with care and diligence, in accordance with the professional standards appropriate for a project of the nature and scope of this project, and in accordance with the governing Ontario Association of Landscape Architects standard practices and code of ethics.

2. Supplemental Services: Supplemental Services are services that are beyond the original scope of the project work outlined in the Project Scope and Services Provided by Landscape Architect section of this Agreement, and may include, without limitation, revisions to approved drawings, documents, and materials that require changes as a result of Client-requested alterations, or changes to budget parameters or project scope/requirements. Any requests for Supplemental Services or proposed changes to the work must be made in writing to the Landscape Architect by the Client. The Proposed Change Form attached must be used to communicate and document such requests. The Landscape Architect must consider the proposed change and respond with a written quote to perform the requested changes. The quote must capture changes to project cost (increase or decrease), change(s) to the timing of project delivery, and any additional impacts to service delivery. Upon agreement between the Client and Landscape Architect of the proposed changes to scope, changes to contract price, and changes to service delivery schedule, all changes must be recorded in a Change Order Form referencing the original contract document and signed by both parties.

Note: A Proposed Change Form and a Change Order Form are attached to this Agreement. For extensive changes to the project, the parties might require a more detailed Amending Agreement or Supplemental Services Agreement.

3. Ownership and Use of Documents [Copyright]: The copyright for all drawings, reports, specifications, and other documents (the "Documents") prepared or provided by the Landscape Architect in connection with the project belong to the Landscape Architect. The Landscape Architect retains the property, copyright, and moral rights for the Documents whether or not the project for which they were made is executed. Their alteration by the Client or any other person is prohibited.

The Client may retain copies of the Documents for information and reference in connection with the Client's use and completion of the project. Copies may include portable document files (PDFs, which are non-editable) but are not to include computer-aided design documents (e.g. CAD or BIM files, which are editable) unless otherwise agreed to in writing.

Copies may be used only for the purpose intended and only for one time, on the same site, and for the same project, by this Client only, and may not be offered for sale or transfer without the express written consent of the Landscape Architect. The Client's use of the Documents is contingent upon full payment to the Landscape Architect for the services rendered.

With the consent of the Client in writing, the Landscape Architect may publish alone, or in conjunction with any other person, any articles, photographs, or other illustrations relating to the project.

4. Client Responsibilities: The Client is responsible for providing the Landscape Architect with certain relevant information required by the Landscape Architect to complete the project. The information may be requested at the beginning of the Contract or on an ongoing basis. The Client must provide such information to the Landscape Architect in a timely manner and advise the Landscape Architect should there be revisions or corrections to the information. The accuracy and completeness of information provided by the Client is the Client's sole responsibility unless otherwise stated in writing.

Provision of Site Information: If the Client provides relevant site information, i.e. surveys and locations of services, as listed under the Provision of Site Information section of this Agreement, the Landscape Architect is entitled to rely upon the accuracy and completeness of this information. If verification of the information is required, it must be included in the Project Scope and Services section of this Agreement.

Budget Parameters for the Project: The Client should provide a budget for the total project with the following parameters: 1) design; and 2) construction cost of the project, which includes contingencies for escalation and unforeseen changes during construction. If the Client significantly increases or decreases the budget for the total project, the Client must notify the Landscape Architect. The Client and Landscape Architect must then agree to a corresponding change in the project's scope, size, and/or quality.

Approvals: The Client's decisions, approvals, reviews, and responses must be communicated in writing to the Landscape Architect in a timely manner so as not to inhibit the performance of the services and the timely completion of the project.

Project Schedule: The Client's anticipated dates for construction are to be included in the Project Schedule. These include the anticipated dates for 1) completion of the design; 2) commencement of construction; and 3) substantial performance of the work. Entering anticipated milestone dates is critical in that a change to a specific milestone may affect the fee calculation and/or could require additional services to meet the change.

Project Permit and Review Fees: The Landscape Architect will be responsible for procuring the necessary permits from specific agencies and authorities. All fees required to secure permits and approvals for the project from approval agencies and authorities must be paid for by the Client unless otherwise stated within this Agreement.

Payment for Landscape Architectural Services: Payment for the Landscape Architectural Services performed under this Agreement must be as per the stipulated sums outlined in the Payment Schedule plus reimbursement for all additional costs and expenses incurred during the execution of work to complete the project. Payment can be made by either cheque, cash, credit card, or electronic transfer.

Disbursements: Disbursement expenses are expenditures for the project made by the Landscape Architect, or the Landscape Architect's employees and/or consultants, in the interest of the project plus an administration fee. Disbursement expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants, and other similar direct project-related expenditures. (These items must be identified in the contract cost estimate, with final costs verified by invoice and receipts.)

5. Budget: The Landscape Architect must work within the Client's budget parameters in the proposal of designs and the preparation of documents. When required, project cost estimates must be provided to assist the Client in budget planning and must be prepared based on the Landscape Architect's understanding of the landscape construction industry. Itemized cost estimates include no guarantee of what the actual construction costs will be at time of soliciting construction bids or during finalization of the construction contract.

6. Limit to Liability:

- The Client agrees that any and all claims, whether in contract or tort, which the Client has or hereafter may have against the Landscape Architect



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in any way arising out of, or related to, the Landscape Architect's duties and responsibilities pursuant to this Agreement, must be limited to the coverage and amount of professional liability insurance carried and available to the Landscape Architect for the payment of such claims at the time the claim is made.

ii. The Landscape Architect is not to be responsible for:

- [1] Acts or omissions of contractors, suppliers, or any other persons performing any work; or failure of any of them to carry out the work in accordance with the any construction documents;
- [2] Construction means, methods, techniques, schedules, sequences, or procedures or safety precautions and programs required in connection with the work for which the Landscape Architect has no supervision or control over;
- [3] Any changes made to the Landscape Architect's design, drawings, or documents without the Landscape Architect's approval;
- [4] Decisions made by the Client without the Landscape Architect's advice or contrary to or inconsistent with the Landscape Architect's advice;
- [5] Interpretation by an Authority having Jurisdiction that differs from that of the Landscape Architect regarding statutes, regulations, laws, and bylaws;
- [6] Any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings and interruptions of business; and
- [7] Any and all matters arising from or related to toxic or hazardous substances or materials.

7. Certificate of Insurance: The Landscape Architect must provide a copy of the Certificate of Insurance outlining the limits of coverage and indicating that coverage will be maintained throughout the complete duration of the project.

8. Dispute Resolution: The parties must make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without-prejudice basis, full and timely disclosure of relevant facts, information, and documents to facilitate these negotiations. The parties must resolve disputes according to provisions of the applicable provincial legislation.

9. Termination: Either party may terminate this Agreement upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, unless the defaulting party has immediately corrected the breach or has indicated intentions to correct the breach and is diligently commencing actions to correct the breach during the 7-day notice period. The Landscape Architect is entitled to full compensation for all services performed on the Client's behalf at the approved hourly rates or based on the approved percentage of completion, up to the time of notification in writing to discontinue services.

10. Written Communications and Notice: All communications associated with the execution of project work outlined in this Agreement must be in written form, which includes email and all other forms of electronic communication between the parties that can be stored and retrieved in written form. All meetings, discussions, and verbal directions must be documented in writing to ensure clarity and understanding of the decisions made. All notice delivered pursuant to this Agreement must be in written form and must be delivered to the respective addresses as shown on page one of this Agreement. Notice given in electronic form is deemed delivered at the time it is sent; notice in written form is deemed delivered three days after mailing.



Initiated by: Client Landscape Architect

Completion of Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or arrangements, whether written or oral. This Agreement may be amended only in the form of a written Amending Agreement signed by both the Client and the Landscape Architect.

Client

Name: _____

Signature: _____

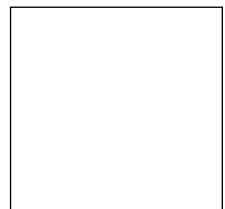
Date: _____

Landscape Architect

Name: _____

Signature: _____

Date: _____





Ontario Association of
Landscape Architects

PROPOSED CHANGE ORDER FORM

No.: _____

Date: _____

File No.: _____ Project: _____

Landscape Architect:

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ Province: _____ City: _____ Province: _____

Postal Code: _____ Postal Code: _____

Pursuant to conditions of the Contract dated _____, within three (3) days of the above date, submit your proposal for the changes to the contract price and contract time for the following proposed change(s) in the work. Do not proceed with the change(s) in the work without a Change Order authorizing a change in the Contract.

Description *(refer to your contract item or area)*

Describe the item of work or amendments to the contract documents, and reference any background drawings, details, or documents that require changes.

Approved by the Client:

Name: _____

Signature: _____

Date: _____



Ontario Association of
Landscape Architects

CHANGE ORDER FORM

No.: _____

Date: _____

File No.: _____ Project: _____

Landscape Architect:**Client:**

Name: _____ Name: _____

Address: _____ Address: _____

City: _____ Province: _____ City: _____ Province: _____

Postal Code: _____ Postal Code: _____

Pursuant to conditions of the Contract dated _____, the following is an amendment to the Contract stating the agreement between the Client and the Landscape Architect (as noted above) upon a change in the contract work and adjustments in the contract price and contract time. All contract work must be undertaken under the conditions of the Contract to the approval of the Landscape Architect and the Client.

Reference (Schedule of Contract Prices) <i>(Refer to your contract item or area)</i>	\$ Amount
Total Amount of This Change Order (excl. HST)	
Contract Summary to Date	
Original Contract Value (excl. HST)	
Total Amount of Change Orders to Date	
SUBTOTAL	
HST	
TOTAL VALUE OF CONTRACT TO DATE	

The Contract Time is increased/decreased by _____ working days.

Approved by the Landscape Architect:

Name: _____

Signature: _____

Date: _____

Approved by the Client:

Name: _____

Signature: _____

Date: _____

End of Part Three

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*
- Part Three: OALA Guide to Standard Written Agreements (this volume)*
- 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.

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