



**SOUTH AFRICAN COUNCIL
FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION**

P.O. BOX 868, Ferndale, 2160
Tel: 011 789 1384
Fax: 011 789 1385
[www:saclap.org.za](http://www.saclap.org.za)

Secretariat@saclap.org.za

CODE OF PRACTICE AND FEES PROTOCOL

**FOR THE
SOUTH AFRICAN COUNCIL FOR THE
LANDSCAPE ARCHITECTURAL PROFESSION
(SACLAP)**

The South African Council for the Landscape Architectural Profession has, under Section 12 (1) & 14 (c) of the Landscape Architectural Profession Act, 2000 (Act Nr 45 of 2000) practice and fees protocol associated with the profession.

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Prepared by: Menno Klapwijk, Johan Barnard, Bernice Rumble et al

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IN RESPECT OF SERVICES RENDERED BY PERSON(S) REGISTERED IN TERMS OF SECTION 19 (2) OF THE ACT IN PRIVATE CONSULTING PRACTICE

1. INTRODUCTION

1.1 Definition

Landscape architecture is hereby described as the science, technique and art of ecological, functional and aesthetic planning and design of exterior and open spaces for human use and enjoyment and for environmental conservation and rehabilitation.

1.2 Code of Practice

The professional practice of Landscape Architectural Professionals registered with the South African Council for the Landscape Architectural Profession (SACLAP) is governed by this Code of Professional Practice.

2. CONTEXT

A Client appoints a Landscape Architectural Professional to provide a service for a project as contemplated by the Landscape Architectural Professions Act, Act No 45 of 2000.

The Landscape Architectural Professional will be appointed on a professional basis as a consultant or as part of a planning team. To assist him in executing his duties, the Landscape Architectural Professional may use, amongst others, the specialised services of ecologists, geologists, hydrologists, surveyors, pedologists, botanists, sociologists, as well as architects, engineers, town planners and quantity surveyors.

The Landscape Architectural Professional accepts the appointment to exercise reasonable professional skill, care and diligence in the performance of obligations, for an appropriate fee.

The Landscape Architectural Professional undertakes projects varying in size from large scale regional planning and landscape development feasibility studies to planning for institutional, commercial, industrial, recreation and domestic sites. The Landscape Architectural Professional will also manage environmental studies such as preliminary and full environmental assessments, environmental management plans and reports, ISO 14000/1 certifications procedures and strategic impact assessment.

The Landscape Architectural Professional is authorised to act as agent for the Client, and fulfils a Landscape Architectural Professional's service using the current standard forms of contract and procedures as is standard practice in the built environment industry, such as the JBCC suite of contract documentation. For the construction stage of a project, the relationship between the Client, Contractor and Landscape Architectural Professional as agent, or principal agent is defined in the building agreement.

The professional enters into a contract of agency in a suitable agreement. Typical agreements provide for a standard service, partial services or special services. A standard service comprises appointment as Landscape Architectural Professional, usually not as the Principal Consultant or Principal Agent.

The parties to an agreement select the Landscape Architectural Professional's service applicable to the project. Additional services may be selected, as the parties may deem appropriate.

Fees may be calculated on the following basis:

- Pre-negotiated fixed fee: based on the estimated number of hours to be spent on a project or on the fees that would have been charged on a percentage basis.
- Time basis: based on an hourly rate of time actually spent on the project.
- Percentage basis: based on estimated or actual cost of development projects.
- Retainer basis: being a monthly or hourly fee paid to retain the services of a Landscape Architectural Professional.
- Area basis: based on a tariff for each area unit of the actual area to be planned.

3. RESPONSIBILITIES OF THE CLIENT

3.1 Commissioning

Prior to the Landscape Architectural Professional commencing work on any project, it will be necessary for the Client to give a written commission and permission to proceed with the work to the Landscape Architectural Professional. The Client must formulate his requirements in detail, as variations or changes to the original commission will be considered to be a separate commission and will not be carried out under the normal fee as originally agreed upon, but by new agreement. The possibility of revision at any time during the period of engagement shall not be precluded from the agreement between the Landscape Architectural Professional and his Client, particularly in the light of unforeseen or changed circumstances. Such revision will especially be relevant where long term engagements are entered into or where delays occur which are beyond the control of the Landscape Architectural Professional or the Client..

3.2 Information to be supplied by Client

The Client shall provide information to the Landscape Architectural Professional in good time as may be necessary for the orderly progress of the work.

The Landscape Architectural Professional will request the Client to supply, amongst others, the following information: satisfactory land surveys of the site giving as applicable: erf/stand number, boundaries, contours, grades and lines of streets, pavements, adjoining properties, rights of way, servitudes, restrictions, easements, encroachments, land-use zoning, deed restrictions, location diagram, dimensions and complete data relating to existing conditions and developments, improvements, utility lines – both public and private – above and below grades.

The information referred to above will form the basis of planning, and the Landscape Architectural Professional will assume that such a document is complete and correct in all respect pertaining to existing fixtures on the site and will not be responsible for the accuracy of such information supplied.

The services, information, surveys and reports required by the Landscape Architectural Professional for the necessary execution of the project shall be furnished at the expense of the Client.

3.3 Client to be represented

The Client, if not acting for himself, shall nominate a representative authorised to act on his behalf in every respect with regard to the project, who shall be readily available for consultations and meetings.

3.4 Instructions

The Client shall authorise the Landscape Architectural Professional to issue instructions on his behalf to contractors, consultants, specialists or specialised suppliers of goods, and the Client or his representative shall issue instructions only through the Landscape Architectural Professional or his representative.

3.5 Phasing of development

The Client will decide the extent and phasing of the development of the project, and will instruct the Landscape Architectural Professional accordingly.

3.6 Remuneration of Landscape Architectural Professional by Client

The remuneration of the Landscape Architectural Professional is subject to the terms of Clauses 6 - 22 below and the Client shall undertake to remunerate the Landscape Architectural Professional, as set out therein, for the rendering of professional services, including initial discussions to initiate a new project.

4. RESPONSIBILITIES OF THE LANDSCAPE ARCHITECTURAL PROFESSIONAL

The Landscape Architectural Professional shall be responsible for the following:

- a. To study the requirements of the Client, the site, any legislative procedures and to advise upon a programme of development for the project.
- b. Submission of Proposal and/or Contract:
The Landscape Architectural Professional will set forth in writing the services to be rendered, the fee to be charged, and the method of payment. This statement will also describe all information to be furnished by, and at the expenses of others. Upon approval in writing by the Client, the Landscape Architectural Professional is ready to proceed.
- c. To advise on the need for consultants or other specialists services in respect of landscape work.
- d. To prepare environmental reports and management plans.
- e. To prepare drawings and documents.
- f. To prepare a contract for the actual execution of the work on the site.
- g. To act on behalf of the Client in the direction and supervision/monitoring of the work. It should be noted that constant supervision (monitoring) does not form part of the normal service..
- h. To nominate or approve the appointment of a Clerk of Works if necessary, and to direct him accordingly. Such a person to be appointed and paid by the Client, unless it is agreed to reimburse the Landscape Architectural Professional for such services.
- i. To advise on specialist suppliers of goods or services if necessary and to incorporate their work in a contract or contracts to be directed and supervised (monitored) on site.
- j. To issue instructions on behalf of the Client for the project, and with the approval of the Client, to make any such variations to the documents as may be found during the work to be necessary or desirable in order to achieve the planned result
- k. To inform the Client as to his financial obligations towards the Contractor by examining the work executed by the Contractor and to verify the valuation of the work done for the purpose of issuing progress payment certificates. While the Landscape Architectural Professional shall exercise due care in examining the work and the accounts prior to certifying, he or she shall in no case be liable for work by the Contractor which may either be improperly executed or in breach of the terms of the contract; such liability in every case to remain with the Contractor. The Landscape Architectural Professional will be impartial in dealing with such matters between the Client and the Contractor.
- l. To act as arbitrator, if necessary, in any area of dispute between Client and Contractor
- m. The Landscape Architectural Professional shall make no material deviation from the Client's instructions, and the Client's written authority must be obtained before undertaking any new work or proceeding to another stage of the work. The Client's written authority must also be obtained before issuing a variation/change order instruction which will have a cost implication
- n. The Landscape Architectural Professional shall not sub-commission work for which he or she has been engaged either in whole or in part without the prior agreement of the client as to the division of responsibilities that shall apply.

5. CATEGORIES OF WORK AND SERVICES OF THE LANDSCAPE ARCHITECTURAL PROFESSIONAL

5.1 Environmental Management

This category of work consists of site surveys and data evaluation to determine the impact of a proposed development on the natural and cultural environment. This work is often undertaken to comply with current legislation to inform and assist the authorities in their decision making process to issue a permit to undertake an activity.

5.2 Ecological Analysis and Planning

Work undertaken under this category entails site surveys in respect of geology, topography, micro-climates, hydrology, soil, plants, archaeology, etc., and is normally carried out in conjunction with specialist consultants. The interpretation of the abovementioned data is used to determine the intrinsic suitability of the site for various uses. This category of landscape planning is normally carried out for purposes of regional planning and the ecological planning of large sites to ensure optimum site utilisation, and for purposes of feasibility studies.

The work carried out in this category will normally include the following services:

a. Data Collection

Visits to the site by the Landscape Architectural Professional accompanied by specialist consultants for purposes of preparation of basic data maps, which will be made available to the Client.

Apart from the maps prepared in respect of ecological factors, data maps may also be prepared in respect of aesthetic considerations and socio-economic factors.

b. Interpretation of Data

The Landscape Architectural Professional will interpret data collected for a project in respect of specific land-uses, either by computer or manual procedures and may or may not prepare interpreted data maps.

c. Formulation of Land-use Plans

The Landscape Architectural Professional will, based on interpretation of the foregoing data maps, indicate optimum land-uses on the site. These land-uses will normally include development (housing, industrial, etc.), agriculture, recreation (active and passive), conservation areas and transportation corridors.

The foregoing documents will be accompanied by a written report outlining the project, together with recommendations for implementation.

5.3 Site Selection or Development Projects

The Landscape Architectural Professional may be requested by the Client to select a suitable site for the Client's purposes.

5.4 Planning and Supervision of Development Projects

This category consists of site and need analyses, the preparation of a guide plan, the preparation of sketch plans, working drawings, contract documents and the supervision (monitoring) of work carried out by landscape and/or other contractors.

5.4.1 Site and Need Analysis

If the Client already has a site, the Landscape Architectural Professional will make an analysis of all the natural and man-made features of the site and will also ascertain the needs and requirements of the Client for purposes of master and/or sketch plan preparation. This information will be used in the preparation of a master and/or sketch plan.

5.4.2 Landscape Master Plan or Long Term Development Plan

The Landscape Architectural Professional and the Client will determine by mutual agreement the need for a master plan. The master plan is a medium to control a project over an extended period.

The master or long term development plan will contain information on zoning, traffic and pedestrian circulation, siting of future buildings, schematic plant use, and will indicate areas suitable for facilities such as active and passive recreation, conservation areas and other functional and non-functional uses.

Where large scale earth works are contemplated, a revised contour plan will be prepared as part of the master plan. The master plan can also be subdivided into priority areas for decision making purposes by the Client. It will also be accompanied by a written report setting out planning considerations and containing recommendations for development priorities.

5.4.3 Sketch Plan and Cost Estimates

Where a scheme can be executed under one contract, it will normally only be necessary to have a sketch plan without the use of a master plan.

The sketch plan normally consists of two phases: A *preliminary* sketch plan indicating all proposed development, materials to be used and a preliminary cost estimate of the work to be carried out under the landscape contract. Upon the Client's approval of the preliminary sketch plan, the Landscape Architectural Professional will prepare a *final* sketch plan together with a revised cost estimate for the Client's approval and authorisation to proceed with the working drawings.

5.4.4 Working Drawings

Upon approval of the sketch plan, the Landscape Architectural Professional will prepare working or detail drawings for each section of the project which will normally cover the following aspects: grading, drainage and reticulation, structures, roads, parking and walkways, paving, planting and lighting.

5.4.5 Specifications

The specifications will identify all types of materials to be used and will set forth explicit and concise outcome specifications of construction and/or installation. The specifications are prepared in such a way as to separate those portions of the work which may logically be executed by the different trades or separate contractors, as for example: excavation and grading, concrete and masonry work, paving, recreational equipment, planting and seeding.

5.4.6 Bill of Quantities

The Landscape Architectural Professional shall prepare a bill of quantities itemising all work to be done and materials and equipment to be supplied under categories of trades, giving the unit of measurement, quantities to be handled and making provision for unit rates, item totals and total contract amounts.

5.4.7 Final Cost Estimates

Upon the completion of the working drawings, specifications and bill of quantities, the Landscape Architectural Professional will prepare a final cost estimate for the Client's approval prior to the calling of tender.

5.4.8 Tender and Contract Documents

The Landscape Architectural Professional will prepare the contract document and call for tenders on behalf of the Client. The tender and contract documents shall identify all drawings and documents pertaining to the work, establish the manner in which the tenders are to be submitted, the basis on which the work is to be contracted for, the contract or unit price, agreed terms, payments, and all other information necessary to assure a complete and valid contract.

The Landscape Architectural Professional will, after tenders have been obtained, advise the Client on the suitability of the tenders, and prepare the necessary contract for ratification by the Client and the successful Contractor.

5.4.9 Supervision

When the site has been handed to the Contractor, the Landscape Architectural Professional shall carry out supervision (monitoring) on a regular basis, arrange site meetings, prepare minutes of site meetings and periodical progress reports for the Client, and issue certificates for payments to the Contractor to be honoured by the Client. If

constant or more frequent supervision is required, the Landscape Architectural Professional shall, by prior agreement with the Client, be reimbursed on a time basis for the extra time involved, or a Clerk of Works may be appointed

5.4.10 Retention of Landscape Architectural Professional's Services

The Landscape Architectural Professional may be retained by the Client for a further period after completion of the contract to advise on alternations to the executed project if necessary and to control the maintenance of the project so as to ensure that it will reach maturity as originally planned.

5.5 Other Services

5.5.1 Co-ordinator of Planning of Other Specialist Consultants

The Landscape Architectural Professional may also act as co-ordinator in respect of other specialist consultants employed by the Client for the preparation of environmental reports, sketch plans, working drawings and documents for the following:

- Environmental Assessment and Management,
- Building normally designed by architects,
- Structures requiring the specialist knowledge of engineers,
- Stormwater drainage systems,
- Sewerage systems,
- Lighting systems,
- Irrigation systems and
- Water reticulations systems for ornamental and functional uses.

5.5.2 Co-ordinator of Site Construction

The Landscape Architectural Professional may fill the role of co-ordinator on the site where large scale landscape construction is to be carried out by contractors. In such an event the Landscape Architectural Professional will co-ordinate the execution of work on site by the various contractors in respect of services to be installed, e.g. roads, parking areas, site lighting, water reticulation and other utility services.

5.5.3 General

The Landscape Architectural Professional may be called upon to do amongst other things the following:

- Negotiate on behalf of clients with developers or other persons with respect to landscape projects.
- Undertake local and overseas research projects.
- Construct scale models of projects.
- Visit nurseries for the purpose of selecting plant materials.
- Design garden and street furniture and ornaments.
- Topographical surveying for preliminary planning (but not for official use).

6. FEES DESCRIPTION

6.1 Project 'cost based fees' – Percentage basis

Fees are calculated based on initially, the estimated and ultimately, the final project cost. The fees calculated on a percentage of project cost are derived from the percentage sliding scale – the lower the project cost the higher the percentage value and *vice versa*. (Refer to Appendix 1). All second-hand material or manufactured goods included in the project shall be valued at the market value, as if newly acquired.

6.2 Time charges – time basis

Where fees for landscape architectural services are time charge fees, these are based on an hourly rate according to the latest published hourly rates applicable to the level of service rendered. The hourly rates are reviewed annually by the Council and should be adjusted accordingly during the duration of the project. Refer to the SACLAP website (www.saclap.org.za) for the latest gazetted hourly rates.

6.3 Pre-negotiated lump sum fee

By prior agreement the fees calculated for a project may be compounded into a lump sum payable as a whole or by instalments over a given period. Such fee should be based on an estimate of the fees which would have been charged on a time or percentage basis.

This basis of fee determination should not be used for the purpose of fee reduction or competitive estimates but should be used especially where the percentage basis of remuneration cannot be applied to give the Client an indication of his commitment in the early stages of the project.

A lump sum may, by agreement, be used as a ceiling limit up to which the Landscape Architectural Professional will calculate his fees on a time basis. The Client should be informed when the agreed amount is about to be expended, and any further work should then be done on a time basis or by further agreement.

6.4 Retainer basis

The services of the Landscape Architectural Professional may be retained by the Client on a continuing long term basis.

The retainer fee may be in several forms, based as follows:

- a. FIXED FEE, based upon an estimated time commitment, i.e. number of hours to be spent on the project during the specified period. Provision must be made for any additional work to be done by the Landscape Architectural Professional, and /or
- b. FIXED HOURLY RATE, based on a rate agreed to by the Client and the Landscape Architectural Professional.

6.5 Area basis

This basis may be suitable for private properties, housing developments, holiday resorts, institutions, etc.

An estimate should be made of the landscape construction costs per square metre for the proposed project. By multiplying this cost by the total square meterage of the area to be landscaped a total estimated construction cost can be obtained. This total cost must be read against the percentage graph (Appendix 1) to determine the estimated fee applicable to the proposed project.

7. PERCENTAGE BASIS

7.1 Landscape master plans

The percentage or time basis may be used for master plans. The percentage will be based on the total estimated development cost of the project calculated on the estimated development cost per square metre (current construction costs). The fee for the master plan is 1% of the estimated total cost.

Where a master plan, prepared by the Landscape Architectural Professional, is subdivided into various time or area phases for development purposes, the various phases of the project will represent separate projects for purposes of percentage determinations.

7.2 Standard design service

In a standard design service the Landscape Architectural Professional is appointed to fulfil the obligations provided for as described as a full service. These services are in line with what is in the PROCSA's (Professional Consultants Services Agreement Committee) standard documents of service.

Should the service include project management, principal consultant and or principal agent, this is described as an additional specialist service. The essential functions of each work stage relevant to the service are identified herein as:

STAGE 1: INCEPTION

This stage is in broad terms defined as follows:

Establish the client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies.

Stage 1 services

- Assist in developing a clear project brief
- Attend project initiation meetings
- Advise on the procurement policy for the project
- Advise on rights, constraints, consents and approvals
- Advise on the other consultants and services required
- Define the consultant's scope of work and services
- Determine availability of data, drawings and plans relating to the project
- Advise on the necessary surveys, analyses, tests and or other investigations where such information will be required.
- Advise on appropriate financial design criteria
- Provide necessary information within the agreed scope of the project to the other consultants

STAGE 2: CONCEPT AND VIABILITY

This stage is in broad terms defined as follows:

Prepare and finalise the project concept in accordance with the brief including the scope, scale, character, form, function and viability of the project.

Stage 2 services

- Agree the documentation programme with the principal consultant and the other consultants
- Attend design and consultants' meetings
- Prepare concept design based on the client's brief
- Consult with the other consultants and incorporate their input
- Discuss design concept with local and other authorities as required
- Advise the client regarding further surveys, analysis, tests and investigations which may be required.
- Refine and assess concept design to ensure conformity with statutory requirements and consents.
- Co-ordinate design interfaces with the other consultants
- Select hard and soft landscape construction materials
- Prepare cost estimates as required
- Submit presentation of the design concept to the client for approval
- Prepare and submit the landscape development plan to the local authority for approval where applicable
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants

STAGE 3: DESIGN DEVELOPMENT

This stage is in broad terms defined as follows:

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and program for the project

Stage 3 services

- Review the documentation programme with the principal consultant and the other consultants

- Attend design and consultants' meetings
- Incorporate the client's detailed requirements into the landscape design
- Give due consideration to, incorporate and co-ordinate the other consultants' designs into the landscape design where necessary
- Prepare design development drawings including draft technical details and outline specifications
- Review and evaluate design and outline specifications and exercise cost control
- Prepare detailed estimates of construction costs
- Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants
- Obtain project specific requirements from the local and or other authorities in order to ensure conformity with requirements

STAGE 4: DOCUMENTATION AND PROCUREMENT

This stage is in broad terms defined as follows:

Prepare the construction and procurement documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for the execution of the project.

Stage 4 services

- Assist with local and or other authority submission(s)
- Attend design and consultants' meetings
- Prepare specifications for the works and agree preambles
- Co-ordinate services and prepare necessary services co-ordination drawings
- Check cost estimate and adjust documents if necessary to remain within budget
- Assist the principal consultant in formulation of procurement strategy for contractors
- Review working drawings for compliance with the approved budget
- Prepare documentation for contractor procurement
- Assist the principal consultant with calling for tenders and/or negotiation of prices
- Liaise, co-operate and provide necessary information to the principal consultant and the other consultants
- Assist with evaluation of tenders
- Assist with the preparation of contract documentation for signature
- Assess samples and products for compliance and design intent

STAGE 5: CONSTRUCTION

This stage is in broad terms defined as follows:

Manage, administer and monitor the contracts and processes, including the preparation and co-ordination of the procedures and documentation to facilitate practical completion of the works.

Stage 5 services

- Attend the site handover
- Issue construction documentation in accordance with the documentation programme
- Carry out contract administration procedures delegated by the principal agent in terms of the contract
- Prepare schedules of predicted cash flow
- Prepare pro-active estimates for proposed variations for client decision making
- Attend regular site, technical and progress meetings
- Inspect the works for conformity to contract documentation
- Adjudicate and resolve financial claims by contractor(s)
- Assist in the resolution of contractual claims by the contractor
- Establish and maintain financial control system

- Clarify details and descriptions during construction as required
- Prepare valuations for payment certificates
- Approve valuations for payment
- Witness and review all tests and mock-ups carried out both on and off **site**
- Check and approve subcontract shop drawings for design intent
- Update and issue the drawings register
- Issue contract instructions as and when required
- Review and comment on operations and maintenance manuals, guarantees, certificates and warranties
- Inspect the **works** and issue practical completion and defects lists
- Assist in obtaining statutory approvals where required

STAGE 6: CLOSE-OUT

This stage is in broad terms defined as follows:

Fulfil and complete the **project** close-out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the **project**.

Stage 6 services

- Inspect and verify rectification of defects
- Prepare valuation for payment
- Approve relevant payment valuations and completion certificates
- Advise on soft landscape maintenance
- Prepare and/or procure operations and maintenance manuals, guarantees and warranties
- B.6.1.6 Prepare and/or procure as-built drawings and documentation

8. PARTIAL SERVICES

Partial services may be agreed to. The options most regularly utilized are:

- a. Appointed as principal consultant but not as Landscape Architectural Professional.
- b. Appointed as design Landscape Architectural Professional (design only).
- c. Appointed as Landscape Architectural Professional of record (design by others, can be principal agent).
- d. Appointed as principal agent only.
- e. Appointed as Landscape Architectural Professional for any individual stage of work.
- f. Appointed to perform additional services (formerly described as 'specialist services').

A reduced fee can be agreed for partial services, based on the apportionment of fees applicable to the appropriate work stages, plus 10% of the total applicable fee. A fee of 1% is recommended to be added if the Landscape Architectural Professional does perform the duties of principal agent and a further 1% as the principal consultant.

9. FEES FOR PROFESSIONAL SERVICES

9.1 Basis of fees agreement

The Client agrees to pay the Landscape Architectural Professional the fees for the defined services as recorded in the agreement. The final fee is calculated on the final and total cost of the relevant works where a 'project cost based fee' is applied as described in 6.1. The Client will become liable to pay fees upon initiation of consultations for a project.

9.2 Project cost based fees for standard and partial services

The fees consist of a percentage of anticipated project cost, adjusted as soon as a more accurate or final cost of the works has been confirmed. The percentage fee is based on a sliding scale. The brackets of which will be reviewed annually and are determined as and when required by publishing a **SACLAP** Board Notice in the Government Gazette.

If the Landscape Architectural Professional is employed as part of a consultant team with other professions e.g. architects, engineers, etc., the fees and conditions of this Code of Practice for professional fees shall apply. In such cases where the Landscape Architectural Professional's detailed instructions are received from the other professions and where variations arise within the team which are beyond the control of the Landscape Architectural Professional, extra fees for such work shall be chargeable. The Landscape Architectural Professional shall notify the parties concerned of such a situation at the time

For a partial service, the fee is a 'project cost based fee' with the percentage relevant to each work stage to be performed, agreed between Client and professional.

10. FEE SCHEDULE FOR VARIOUS CATEGORIES OF WORK

10.1 Environmental Management

On a basis of

- a) Pre-negotiated lump sum fee (see 6.3), or
- b) Time basis (see 6.2)

10.2 Ecological Analysis and Planning

On a basis of

- a) Pre-negotiated lump sum fee (see 6.3), or
- b) Time basis (see 6.2)

10.3 Site Selection

On a basis of

- a) Pre-negotiated lump sum fee (see 6.3), or
- b) Time basis (see 6.2)

10.4 Planning and Supervision of Development Projects

Landscape master plan or site and need analyses

On a basis of

- a) Pre-negotiated lump sum fee, or
- b) Time basis, or
- c) Percentage basis

Site and need analysis for sketch plan preparation, sketch plans, working drawings, specifications, bills of quantities, contract documents and supervision

On a basis of

- a) Percentage basis, or
- b) Time basis

10.5 Apportionment of design fees between work stages:

The fee applicable to each work stage (as set out in Section 4) is apportioned according to the table below and may be adjusted by agreement:

Work stages 1 to 6	Proportion of fee	Cumulative total
1	5%	5%
2	15%	20%
3	15%	40%
4	30%	65%
5	32%	97%
6	3%	100%

10.6 Time charge fees

Where fees for the landscape Architectural Professional services are time charge fees, the hourly rate shall be according to the published rates and shall be adjusted annually. Refer to website (www.saclap.org.za) for the current gazetted rates.

10.7 Fees for additional services:

Unless otherwise agreed, the fee for additional services is a time charged based on hourly rates as recommended in the current SACLAP Board Notice of that time. Whenever these rates are

revised, the new rates shall apply to work performed after the date of publication of such revision. Refer to website (www.saclap.org.za) for the current gazetted rates.

10.8 Fees for additions and / or alterations or variations by the Client

Unless otherwise agreed, the fee for work that includes alterations is based on the recommended tariff of fees published by SACLAP. Refer to website (www.saclap.org.za) for the current gazetted rates.

Where a Landscape Architectural Professional has executed services on the instruction of a Client and the Client decides to vary his instructions, such variations will be a new commission and will be compensated for accordingly, on the same basis as for the initial work. Should any work already completed or in hand by the Landscape Architectural Professional be rendered invalid by any new instructions received either directly or indirectly from the Client, fees on a *quantum meruit* basis shall be payable for such work.

Where the Client decides to reduce the amount of construction work and sketch plans and working documents have been completed, fees shall be payable on the construction value of the contract prior to the reduction being made. Fees for Stages 5 and 6 are based on the reduced construction value if the changes occurred prior to the commencement of construction.

10.9 Fees for a project that require additional considerations

The fee is adjusted according to the formula for such work contained here-in.

The fee for modifying drawings and related documents and preparing site plans due to alterations by others and of no fault by the landscape architectural professional shall be on a time charge for the modifications, or by adding a premium of 15% to the applicable work stage of the fee based cost onto the final cost of the project.

The fee for inspecting and administering a landscape contract only shall be 35% of the fee based on the final cost of the project plus a premium of 15% of the total fee.

10.10 Work Interrupted

Where a project is interrupted and instructions issued at a later date to proceed with the work, it might be necessary for the Landscape Architectural Professional to execute additional work to update the existing documentation. Such a service will be additional to the normal fee and shall be compensated for on a time basis.

10.11 Work damaged or destroyed

Where work in construction is damaged or destroyed, due to reasons beyond the control of the Landscape Architectural Professional, the Landscape Architectural Professional will prepare the necessary documentation for the restoration of the works and will be compensated on a time basis for such services.

10.12 Specialist consultants

If the Landscape Architectural Professional is authorised by the Client to engage the services of specialist consultants in respect of work not normally within the Landscape Architectural Professional's professional scope, e.g. town planning, hydrological-, ecological-, botanical-, geological and soil studies, etc., the cost of such fees will either be reimbursed to the Landscape Architectural Professional by the Client, or added to the Landscape Architectural Professional's own fees. It is recommended that the specialist consultant be appointed directly by the Client should it be a requirement set out in the professional indemnity insurance policy held the Landscape Architectural Professional.

10.13 Deployment of employees

Where an employee of the Landscape Architectural Professional is deployed on site for extended inspection or other agreed purpose, the amount of the reimbursement shall be the total cost of employment plus 30% or as agreed on proven cost. This charge may be based on a daily or weekly rate plus subsistence and travelling allowances.

11. ADJUSTMENT OF FEES AND DISBURSEMENTS

The Client and the Landscape Architectural Professional acknowledge and agree that the fees and disbursement are based on the following parameters:

- Scope of services,
- Scope of the project/works,
- Project programme,
- Cost of the works,
- Cost of the project,
- Appointment of other consultants, and
- Appointment of contractor.

Should any material variation to the parameters as stated occur, the fees and disbursements shall be adjusted.

12. INVOICING

The Landscape Architectural Professional's invoices shall comply with the relevant statutory requirements and may be transmitted electronically if originals are made available on request.

The Landscape Architectural Professional shall be entitled to render interim invoices, based on an agreed cash flow or proven work completed.

Re-imburement of expenses: the Client shall reimburse the Landscape Architectural Professional for all reasonable expenses and disbursements incurred.

Fee and re-imburement invoices may be invoiced separately.

13. PAYMENT OF INVOICES

The Landscape Architectural Professional's invoices are due and payable on presentation.

Invoiced amounts are to be paid to the Landscape Architectural Professional by one of these methods as agreed by the parties and a record of payment shall be provided to the Landscape Architectural Professional concurrently:

- Electronic transfer into the bank account of the Landscape Architectural Professional.
- Direct deposit into the bank account of the Landscape Architectural Professional.
- Cheque, hand delivered to the physical address of the Landscape Architectural Professional.

14. INTEREST ON OVERDUE INVOICES

Should the Client not have paid any invoice within thirty (30) days of presentation thereof, the Client shall be liable for interest for late payment. Such interest shall be calculated at a rate of two (2) percentage points above the rate of interest applicable from time to time to prime borrowers at the Landscape Architectural Professional's bank from the due date for payment.

15. DISPUTED INVOICES

Should the Client dispute any aspect of an invoice submitted by the Landscape Architectural Professional, the Client shall give written notice within 14 days of presentation of the invoice for payment and shall not delay payment of the undisputed portion amount.

16. EXTENDED CONSTRUCTION PERIOD:

In the event that the construction period is exceeded by more than 10% the Landscape Architectural Professional is to be remunerated for all additional work resulting from the extension of time at the

hourly rates according to the current **SACLAP** Board notice together with related reimbursable expenses.

The fee where inspecting and administering of a landscape contract is extended due to late completion of the responsible or other contractor by more than 10% shall be on a time and cost basis. Or the fee will be increased by the percentage by which the original contract period has been extended. If a new contractor is appointed, the full stage fee will be escalated by 15% to compensate for the additional time to wrap up the original contractor and appoint the new contractor.

17. CLAIMS TO BE SEPARATE AND WITHOUT SET-OFF

Should the Client allege a claim against the Landscape Architectural Professional, a contractor or any other party involved in the project, such claim shall be dealt with on its own merits.

The Client is not entitled to withhold payment of fees or disbursements or part thereof due to the Landscape Architectural Professional based on the alleged claim. The Client shall make payment without any set-off and waives all rights to any such set-off.

18. FEES ON TERMINATION, SUSPENSION OR DEFERMENT

Where the agreement between the Client and the landscape architectural practitioner is terminated, the Client shall pay for that portion of the work that has been executed.

Should the whole or any part of the project be terminated, suspended or deferred at any work stage the fee shall be:

- a. For each completed work stage, the fee calculated according to apportionment between work stages.
- b. For each interrupted work stage the fee calculated for work stages prorated to the work done where the termination, suspension or deferment of the project is not directly attributed to the Landscape Architectural Professional as surcharge of 10% of the fee shall apply.

Should the project be reinstated or resumed without significant change within one year of the date of deferment, the original fee determined shall be considered partial payment of the fee that will be determined on the revised cost of the project.

Should the project be reinstated after a year, the project shall be considered a new commission and fees shall be charged for such additional services on a time basis.

The project or any part thereof shall be considered as having been terminated where:

- The Client so informs the Landscape Architectural Professional in writing.
- It is deferred for longer than one year.
- Instructions necessary for the firm to continue work on the project are not received from the Client within 3 months after instructions are requested in writing by the Landscape Architectural Professional.

19. DAMAGE TO OR DESTRUCTION OF THE WORKS

Where the works or any part thereof is damaged or destroyed before completion of the works and the works are reinstated, the Client shall pay the Landscape Architectural Professional an additional fee to be determined according to the nature and scope of the professional services rendered.

20. TRAVELLING TIME

Where the firm's fee is on a percentage basis, time charges shall apply only where the round trip distance between the destination and the firm's place of practice exceeds 50 kilometres. Where the firm's fee is on a time basis, time charges shall apply to the full round trip regardless of distance in agreement with the present cost index per kilometre as recommended by an acceptable automobile

association or set down by a government institution where the Landscape Architectural Professionals are appointed by them.

21. LANDSCAPE ARCHITECTURAL PROFESSIONAL AS EXPERT WITNESS, MEDIATOR OR ARBITRATOR

For acting as expert witness, mediator or arbitrator, the fee shall be as recommended by the Association of Arbitrators.

22. RE-IMBURSEMENT OF EXPENSES

The Landscape Architectural Professional shall, in addition to his fees, be reimbursed by the Client within 30 days after presenting a statement of account for all out of pocket expenses incurred in executing the project.

The expenses contemplated may include the following:

- Printing, photocopying and reproduction of maps, plans, models, presentation materials, photography, records and similar documentation including all reproduction or purchase costs of documents.
- Hotel, subsistence and travelling expenses, including kilometre allowances.
- All payments made by the Landscape Architectural Practitioner, including fees and other charges for specialised professional and other services incurred on behalf of the Client such as tender advertisements, clerk of works, advertisements, municipal approvals, chemical and other tests, etc.
- Telephonic, electronic and facsimile communication, air freight costs, special postage and courier deliveries or any other disbursements that may be agreed by the Client.

23. DEFINITIONS AND INTERPRETATIONS

Where the words and phrases are highlighted in the text of this agreement they shall bear the meaning assigned to them and where such words and phrases are not highlighted they shall bear the meaning consistent with the context

23.1 Definitions

In this document, unless the context otherwise indicates, an expression or word hereunder shall mean:

Landscape architect means a person registered as a Professional Landscape Architect in terms of the Landscape Architects' Act no 45 of 2000 or the Professional Landscape Architects practice constituted as a legal persona appointed to provide the landscape architectural service for the project.

Landscape Architectural Professional means a person, including landscape architects, registered in terms of the Landscape Architects Act No 45 of 2000 or the Landscape Architectural Professional's practice constituted as a legal persona appointed to provide the Landscape Architectural Professional's service for the project.

Budget means the anticipated cost of the project and /or works, provided that estimates, on which the budget is based, shall be deemed to be valid for a period not exceeding 3 months.

Building Contract means the JBCC 'Principal Building Agreement' (PBA) or such other building agreement entered into between the Client and the contractor.

Client means the party appointing the Landscape Architectural Professional to perform the services or any part thereof referred to in this document and referred to as the 'employer' in the JBCC, PBA or any other agreement entered into.

Contract means the agreement entered into by the Client with a contractor for the execution of the works or part thereof.

Contractor means the entity or entities contracting with the Client for the execution of the works or part thereof.

Consultant means professional persons or entities appointed by the Client to provide services with respect to the project.

Construction documentation means graphic representations, plans, sections, elevations, site plans, specifications, construction details, service co-ordination information, schedules and such other details and descriptions as are within the reasonable competence of a landscape architectural professional which are sufficient to indicate the scope of the works.

Inspection means such periodic visits, in connection with the works by the landscape architectural professional as are necessary to establish conformity of the work to the contract documentation, and to provide on – site clarification and further information during the progress of the work.

Practical completion means the stage of completion where the works or a section thereof, as certified by the principal agent, is substantially complete and can effectively be used for the purpose intended.

Principal agent means the person appointed to fulfil the obligations of the JBCC or similar contract document. Principal Building Agreement (as currently provided for in clause 5 of the JBCC PBA), or fulfil the similar obligations provided for in other forms of contract.

Principal consultant means the person authorized by the Client to lead the consultants.

Project means the development for which the Landscape Architectural Professional and consultants are appointed and may not be limited to the works.

SACLAP means the South African Council for the Landscape Architectural Profession, the statutory council governing the Landscape Architectural Profession.

ILASA means the Institute of Landscape Architects of South Africa.

Works means all work executed or intended to be executed according to the building contract.

23.2 Interpretations

Any legislation referred to in this recommended fee scale shall be that which was applicable on the date of compilation of this document.

In this document, unless inconsistent with the context:

The word “deemed” shall be conclusive that something is fact, regardless of the objective truth.

- a. The words “advise”, “appoint”, “approve”, “authorise”, “certify”, “consent”, “decide”, “delegate”, “designate”, “instruct”, “issue”, “notify”, “object”, “reply”, “request”, and “specify” shall indicated an act required to be carried out in writing.
- b. The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include corporate bodies.
- c. The headings of clauses are for references purposes only and shall not be taken into account in constructing the context thereof.
- d. All monetary amounts exclude tax, which tax shall be added to any amounts, which become due and payable.

24. PROCEDURE TO DETERMINE APPROPRIATE FEES

This recommended fee scale is provided as a guideline for the determining of appropriate fees by the contracting parties where the Landscape Architectural Professional is to provide a professional service for a project as contemplated by the Landscape Architectural Professions Act, Act No 45 of 2000.

The professional service is deemed to be subject to an appropriate formal agreement, in which the obligations of the parties to one another and the conditions of service are clearly recorded.

The expectation is that the agreed fees are based on a budget for the works for fee purposes to ensure that the fee calculated on anticipated final project cost, is applied to a realistic value of the work to be done.