
THE LANDSCAPE ARCHITECT'S
GUIDELINES FOR
**CONSTRUCTION
CONTRACT
ADMINISTRATION
SERVICES**



American Society of
Landscape Architects

ABOUT ASLA

Founded in 1899, the American Society of Landscape Architects (ASLA) is the professional association for landscape architects in the United States, representing more than 14,000 members. The Society's mission is to advance landscape architecture through advocacy, communication, education, and fellowship.

ASLA PROFESSIONAL PRACTICE COMMITTEE

The Professional Practice Committee provides landscape architects with the most effective professional practice tools to enrich their knowledge and, in turn, enhance the impact and viability of the profession. Its mission is to explore, develop, promote, and encourage programs, products, and services that make the most current research data and learning opportunities available to practitioners; improve the personnel, systems, and resource management skills of all practitioners; and increase the range of opportunities open to landscape architects in all segments of practice, including the identification of specific practice needs.

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PREFACE

This publication is the result of the collaborative work of members of the Business Owners Support Subcommittee of the ASLA Professional Practice Committee with counsel. The intent is to provide information, knowledge, and guidance to a sometimes unfamiliar and misunderstood facet of the profession.

After the main body of text was written, ASLA brought in legal counsel experienced in the design disciplines to work closely with the authors to refine and edit the document for distribution to the Society.

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These guidelines should not be interpreted as a professional standard for construction contract administration services, or be deemed inclusive of all proper methods of actions and services rendered to obtain the same results. The ultimate judgment regarding any services or actions to be performed shall be determined by each individual landscape architect and their legal counsel.

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I. INTRODUCTION

The landscape architect is an integral part of construction projects from concept development through construction, maintenance, and warranty of constructed projects. The American Society of Landscape Architects has developed these guidelines to assist practitioners in the development of procedures to administer contracts for construction of projects designed by landscape architects.

The purpose of this document is to provide a reference to assist the landscape architect in the construction contract administration of landscape architecture construction projects. This document is intended to address three audiences:

- A practicing landscape architect looking to enhance their knowledge base and use this document as a reference guide.
- The emerging professional landscape architect who is learning the practice of landscape architecture.
- The academician who needs a reference document for construction contract administration that is specific to the field of landscape architecture.

To that end, this document does not provide all-inclusive information, but instead offers a basic description of the key parties and their responsibilities with respect to the construction contract administration of typical landscape architecture works. Users are cautioned that construction administration is a field that is defined on a continuing basis by case law and that the practitioner must take advantage of continuing education to remain up to date with changes in the practice. Further, each jurisdiction and each owner may have different ways of doing business, different statutory and regulatory requirements, and different laws that govern how construction projects must proceed. Users are cautioned to be well versed in local conditions that may apply, and should thoroughly familiarize themselves with the requirements and procedures of local and state jurisdictions prior to entering agreements or performing services.

The landscape architect's role with respect to construction contract administration varies from project to project and from client to client. Often, the landscape architect is a consultant to an architect or engineer. The landscape architect is often called on to review submittals, respond to requests for information (RFIs), and provide limited observation services related to or falling under the landscape architect's area of practice.

These guidelines reflect the breadth of construction contract administration services but are targeted toward tasks that are primarily landscape architectural in nature and would routinely be overseen by a landscape architect. They do not address complicated construction projects that are largely multidisciplinary in nature and might often be overseen by an individual specifically trained in construction contract administration or a construction contract administration firm.

The guidelines address services beginning at the point at which an invitation to bid is offered to prospective bidders and continuing through final acceptance and completion of the maintenance and warranty period when the owner fully accepts and takes responsibility for the completed work.

A. KEY PLAYERS

Generally the key players can be classified in three distinct groups:

- 1) the design group (the landscape architect and consultants),
- 2) the client/owner (the entity(ies) or representatives of the entity(ies) in control of the project), and
- 3) the contractor group (the constructors, subcontractors, manufacturers and material suppliers).

The design group is composed of consultants and subconsultants who work together to provide design and management necessary to yield the final constructed project. It is very important that the design group and the client/owner have a clear set of relationships with respect to responsibilities during the construction process. In many cases, the owner will designate a representative to act on the owner's behalf with respect to all of the owner's responsibilities and obligations to the design group and the contractor group. That representative may be an employee of the owner. On large projects, a third-party firm may be engaged to be the owner's representative. Additionally, the landscape architect may represent the owner on specific matters having to do with construction contract administration. Also, the landscape architect may be a subconsultant to an architect or engineer who may have the prime contract with the owner.

The landscape architect typically has limited authority (defined by the contract) as a representative of the owner. For example, the landscape architect may approve contractor applications for payment but not be responsible for making payments, nor have power unilaterally to authorize changes in the construction work.

Recognize that the term "owner" generally refers to the landscape architect's client, even though that entity may not actually own the project site.

The owner's representative generally communicates on behalf of the owner to the landscape architect and contractor and sees to completion of the owner's responsibilities and obligations. For example, the owner's representative is responsible for the prompt payment of bills and for authorizing changes to the work. The owner's representative must approve any changes to the project scope or schedule and may also be responsible for the acquisition of permits or permission to construct the work, depending on the requirements of the contract documents. Clearly the owner's representative is the key person responsible for enabling the project to take place; thus, it is important that the landscape architect understand the role of the owner's representative.

The contractor is typically responsible for coordination with the landscape architect and subcontractors, workers, or material suppliers as necessary to execute the project in conformance with the construction contract and the contract documents. Specifically, this includes, but is not limited to the following:

- Preparing submittals for landscape architect review.
- Preparing construction schedules.
- Ordering products and installing them.
- Preparing requests for information (RFI).
- Submitting pay requests.
- Attending progress meetings.

The landscape architect is responsible for determining whether the completed work complies with the contract documents, and is the primary means of communication between the owner and the contractor. The landscape architect is not responsible for the means and methods of construction and should carefully avoid directing the contractor's work effort. If the landscape architect directs the work effort, they may have assumed responsibility for the results of the work and be subject to claims by the owner. Typically, the responsibilities of the landscape architect during construction include the following:

- Ascertaining whether or not the contractor has acquired utility locations from all potentially affected utilities.
- Reviewing submittals including product data, shop drawings, test results, and mock-ups.
- Conducting site visits and field observations sufficient to ascertain the quality of the work.
- Collecting load tickets or other receipts from the contractor for items requiring substantiation of quantities.
- Responding to RFIs.
- Ascertaining contractor's compliance with the schedule.
- Observing that there has been required and reasonable inspection by the contractor of work during construction.
- Performing pre-final field observations and preparation of punch lists to identify work to bring the project to final completion.

- Reviewing partial and final payment requests, depending on requirements of the owner.
- Determining maintenance and warranty requirements of the contract and reviewing contractor compliance with those requirements.
- Communicating with the owner about the project status, including schedule compliance, requirements for owner-furnished materials, if any, status of submittals, and deviations from the contract documents requested by the contractor.

B. CONTRACTING METHODS

There are a number of ways in which construction contracts can be structured, depending on the nature of the work and the party to which primary design and construction responsibility is allocated.

1. Design-Bid-Build

This is the most familiar method of contracting and is typical of most work, particularly those projects in the public sector. The owner contracts with the landscape architect for design and production of bid documents that are advertised for bid. A contractor is usually selected based on a low lump-sum bid.

2. Design-Negotiate-Build

This method allows the owner to negotiate with the contractor based on the prices offered. Negotiations typically are based on a schedule of values or unit prices. Contracts may be awarded on a lump sum basis or as cost plus a fixed fee with or without a guaranteed maximum price (GMP).

3. Design-Build

This is a method of contracting whereby the owner contracts with one entity to both design and construct the project. The design-build firm then becomes responsible for all aspects of the project and one entity represents the full design group and contractor group.

4. Construction Manager/General Contractor (CM/GC)

This is a method of contracting whereby the construction manager is selected early in the design process, generally during or following schematic design or design development. The construction manager may be required to offer a response to a schedule of values and is selected based on its qualifications to complete the work as well as its response to the schedule of values. The construction manager then becomes part of the overall team, helping to evaluate details and costs of the proposed construction project. This method is increasingly being used to reach a guaranteed budget amount, or guaranteed maximum price (GMP) and as a method of encouraging cooperation between the design group and contractor. Once the construction documents are

completed and the construction phase begins, the construction manager becomes, in effect, a general contractor.

5. Best Value Selection

Any of the methods of contracting described above may also require that bidders provide their qualifications to construct the project (in addition to their bid price). This requires that contractor submittals include a statement of qualifications in addition to the bid price. Selection may be based on assigned relative values for specific criteria (and cost is only one of the considerations). This may be a single- or two-step process, with the first step being a qualifications based selection, which produces a short list of qualified contractors, and then a second step, which may be fully cost based.