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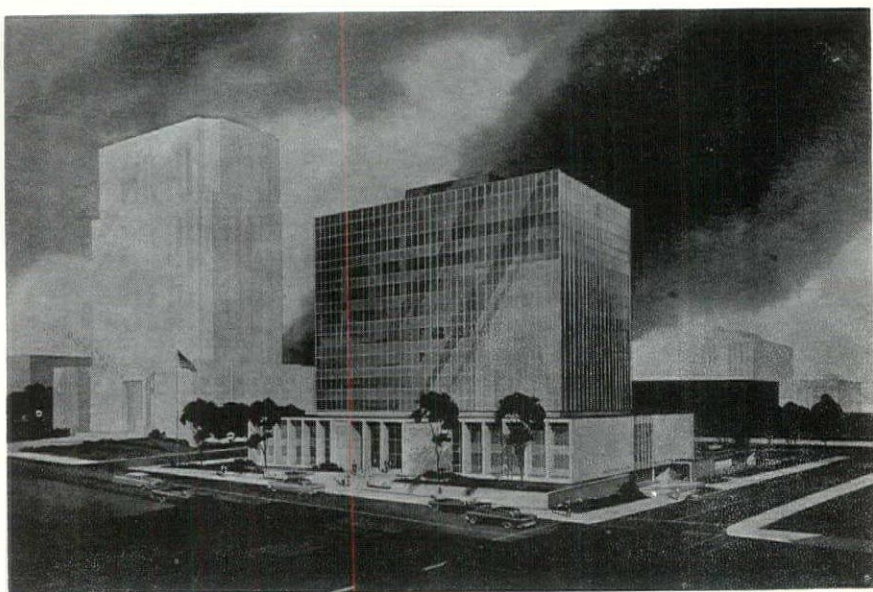
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EDITORIAL

A recent event in eastern Missouri has disturbed the profession profoundly.

Once again we are witness to a "package deal" including everything from architectural services to pens on the desk, and in a field thought to be "reserved" for us.

Whenever a huckster corporation "steals" a choice commission, the profession goes through a routine of head shaking, verbose utterances, and gnashing of the teeth, all to no avail.

Before proceeding further, let us consider the following: The attitude of the Masonry Industry toward curtain walls; the pharmacist toward drug items on the grocer's shelf; the Lumber Industry toward "new materials"; the Railroads toward autos; the Plastering Industry toward "dry wall".

The above is only to note, that others likewise face a "changing world" and some of us could not care less. Why then should we believe ourselves immune from the creeping inroads of package deals which seem to slap us in the face with increasing severity?

What kind of "Status" do Architects in Missouri have, when leaders in Banking, Industry, Religion, and elsewhere become ever more enamored of "Building Packages", offered so enticingly by hucksters? Perhaps a little "soul-searching" is in order, with a critical look at:

The belief held by some that a good knowledge of cost is incompatible with good design.

The reluctance to "guarantee cost".

An all too common attitude of condescension toward contractors and vendors.

Reliance upon the Registration Law to eliminate our frustrations.

(CON'T ON NEXT PAGE)

(CONTINUED FROM PREVIOUS PAGE)

Reliance upon "Public Relations" at the national level only.

Paid "P.R." activities of some individual firms which tend to "color" the truth, and develop animosities within the profession.

Our failure to lead, though we occupy a position of leadership.

Our failure to realize that, though the huckster needs us, we don't need him.

After we use up EIGHT years of our lives and considerable money to become Architects, should we sit idly by and watch more and more jobs go by default to a class of glib hucksters, motivated by profit alone, who give lip service to platitudinous "ethics" and for whom there exists no educational requirements?

Think about it, then let us act - together.

MATTER OF DESIGN

"The designer sets the pace for the entire job from beginning to end. It is essential that the designer give more attention to the erector's problems if we are to have efficient erection of metal curtain walls and avoid future problems."

Norman F. Collier, President
F.H. Sparks Company, Inc.
New York

SENMUT SAY

Life is a strange thing - rarely appreciated by those who live it, and never valued so much, as by those about to depart it.

You can learn something from your enemies as well as your friends.

EXPERIENCES WITH ARCHITECTS - IN CONNECTION WITH THE PUBLIC WORKS PROGRAM OF THE CITY OF ST. LOUIS

After the passage of the 1944 Bond Issue, it became evident that the City would be unable to prepare plans and specifications for most of the Major Projects, as it was impossible to secure sufficient technical employees to carry out the work.

The policy of employing consultants for the preparation of plans and specifications was therefore adopted and continued for the 1955 bond issue, although the City continued to supervise construction on most of the projects.

In order to set up procedures, the following steps were taken:

1. Committees from the local chapter of the American Institute of Architects and the joint Council of the Associated Engineering Societies met with representatives of the City and prepared a form of "Professional Service Agreement" for use in employing consulting architects and engineers.
2. Committees from the same organizations prepared lists of approved Architectural and Engineering firms with data and recommendations concerning the type of projects each firm was best qualified to execute.
3. Our office prepared basic specifications in standard form for use by consultants and set out requirements for the preparation of plans.
4. We also prepared schedules of proposed fees based on standards of National Societies.

Exceedingly cordial relations existed between the various parties during the preparation of the above data and forms, and as a result, little difficulty was experienced in negotiating agreements with various consultants, and in agreeing on the proper fee for their services.

(CON'T ON NEXT PAGE)

The only comment I would like to make is that the Architect who does public work for the first time, would do well to realize that since public work is open to any contractor, it is vitally important to have no ambiguities on plan or specification. Shrewd operators always figure with an eye for multiple interpretations, which open the way for extras. This advice, of course, applies equally well to Engineers.

In conclusion, I wish to state that relations with architectural consultants were always pleasant and I like to feel that my handling of various matters has earned me the respect and friendship of the various consultants, and look back on our associations with pleasure, now that I have retired from active practice.

Walter R. Crecelius
Former Chief Engineer
Division of Bridges and
Buildings.

NEWS ITEM

On February 6, Raphael Soifer, a seventeen-year old freshman, (M.I.T.) made the world's first TWO-WAY RADIO COMMUNICATION via an artificial satellite, Explorer VII or Sputnik III, (they were passing one another at the time). At the other end was a fellow amateur in Maryland, also seventeen. Said Raphael, "This is one area where we teenagers have as many advantages as older people. After all, it all started less than four years ago." Given wide publicity, Raphael himself was not impressed. Interviewed by the Tech reporter, he said, "It was mostly just a lot of preparation and correlation. To me, it seemed like a fairly simple plug-in operation." He has turned down several TV panel offers - "No dignity."

CROSSROADS

The profession is at a Crossroads in the considered opinion of the "Committee on the Profession" of the American Institute of Architects. This particular committee has rendered a report which should be read and studied by all concerned. One portion of that report follows. All those who practice the profession would do well to read it carefully. The original article is in the AIA Journal, June 1960 issue.

WHAT DOES SOCIETY EXPECT OF THE ARCHITECT TODAY?

a *As a Businessman:*

Under our democratic system, society assumes that business is profitable, advertising is truthful, merchandise is guaranteed, and prices are fair and competitive. Society likes to think that the competition created by such a system makes the system "self-policing."

Since society is realistic, however, it also feels the need for pure food and drug acts, a Bureau of Standards, anti-monopoly legislation, Chambers of Commerce, and Better Business Bureaus. Society "believes" but doesn't quite "trust" business.

Society, by and large, has very little individual contact with any profession other than the medical.

Society, by and large, looks at us first as businessmen—its first judgment of us is by the same standards it uses to judge the merchant; this judgment will not be changed by insistent denials on our parts. We are in large part businessmen and the image of us in such a role leaves much to be desired.

If we think of architecture as being the result of some kind of maneuvering of "needs," "land," "money," and "know-how," the pattern of practice whereby the client comes to the architect with "needs, money, and land" seeking "know-how" and making of the architect an "agent" for the manipulation of these factors into a building, we have the historic pattern of practice which has existed in this country since the restoration period following the Civil War and the inception of The American Institute of Architects.

It is to such a pattern that our existing concepts of practice, our ethical code, our documents, and our operational procedures are directed.

The Accepted Pattern:



Our ethical code is based on the code of the "English gentlemen" which comfortably and conveniently adapts itself to the legal concept of "agency" whereby the architect becomes the client's alter ego in an area in which the client is neither trained nor experienced and, thus, the architect becomes bound to the client and his interests.

In today's society, a client with "needs, money, and land" is the exception, generally, rather than the rule, and the architect is asked and expected to become involved with the financing of projects and the temptation to team up with the banker is very real, as in:

Alternate Pattern A:



Or to become involved with the promotion and development of land for buildings and the temptation to team up with the realtor is very real, as in:

Alternate Pattern B:



Or with both as in: *Alternate Pattern C:*



So long as “agency” exists between architect and client, we fear none of these patterns, *except* the fear of our own lack of knowledge of them. The profession *may* proceed under the same “agency” concepts and with the same ethical code. We are not captive.

Professionally, we are less than knowledgeable in some of these “new” areas; our pattern of prac-

tice does not *now* admit them as a function of the architect; our documents do not embrace them, nor does our free structure provide for their costs.

But we *could* do them—many offices already do.

The pattern of the package deal, as it encroaches on the professional architect’s practice, looks like this:

The Pattern of The Package Dealer:



The promotor, the designer, the banker, the realtor, and the builder in this concept are organized as a team of “merchants” to *sell* a product—as a partnership, a joint venture, or as a corporation with “profits” as the reward.

The appeal of such “merchandising” to the public lies in its *convenience*. It is convenient.

It is salable. It is available. It has a “guaranteed” price.

It would appear, then, that the problem of the profession lies in either fighting, condemning and combating such package deal services; becoming a package dealer; or adapting and modifying its professional conduct to provide something as good

as, or something better than, the package deal.

In determining how the architect's practice should be oriented to meet this basic business challenge, we are immediately confronted with our own ethical code and our concept of "agency."

It is difficult for us to conceive of ethical conduct on the part of the architect where agency does not exist and profit is the only motive.

This agency concept seems to be the root of professionalism and the hallmark of the practice of medicine and of law.

The practice of architecture in many countries, however, is not based on "agency." Witness Mexico and other Latin-American countries; Europe; and the Scandinavian countries. It cannot be said that the architectural profession is without ethics or that its ethical conduct is lessened by the legal arrangements under which the architect operates in those countries.

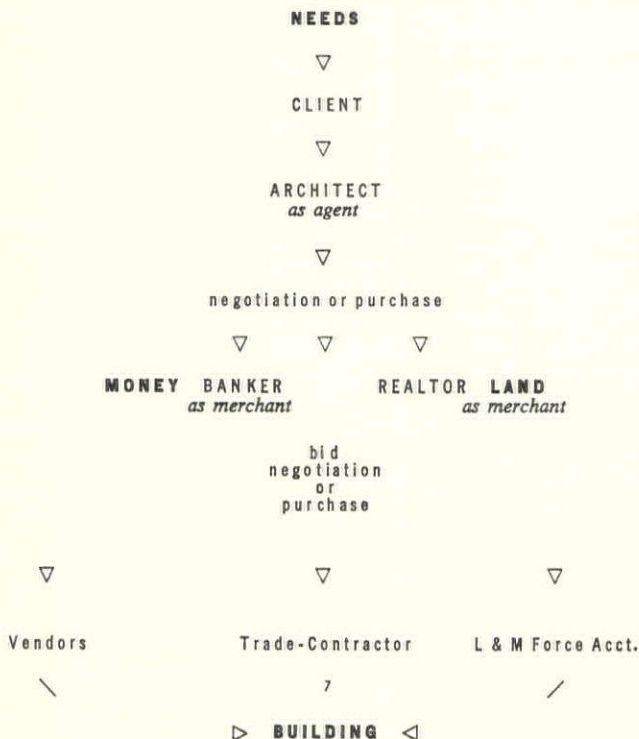
The clarity of the legal aspects of this agency concept and the ease with which the ethical code can be policed under it is a very real advantage to the profession, but it has little or no meaning to the public at large.

Almost every business enterprise, whether it be manufacturing, merchandising or trade, makes a great "to-do" about ethics and the market is flooded with warranties, guaranties, and statements of righteousness backed by replacement of merchandise, bonds, or money-back guarantees.

In the eyes of the courts, the normal fixing of responsibility long associated with "agency," per se, is changing to the extent that the particular kind of agency existing between architect and client and the consequences of the acts done by the architect as "agent" of the client in designing a project, in supervising its construction, and in inspecting the work of the contractors, tends to fall upon the architect and not on the client.

The courts have even held in recent decisions that the architect is responsible for the safety of the workmen when using a particular methodology specified by the architect, or for the malfunction of equipment specified by the architect. There are also court cases attaching the responsibility for the *quality* of the completed building to the architect even when it is the result of the acts of the contractor.

The New Look:



Agency, however, is completely defensible as a method of operation and as a policeable device on which to hang an ethical code. It is a tried and true way of life for the architect.

The abandonment of the agency concept would, in our opinion, be wrong and very unpalatable to the profession. It has been with us too long and it is too basic to our concepts of professionalism.

By retaining the concept of agency but re-examining our ethical code, our methods of operation, and our concepts of practice, we may be able to produce something the public has learned to expect that is as good as or better than the package deal. This approach seems to be the best solution to this dilemma.

It might mean that the architect must accept as his fellow teammates, the banker and the realtor and, perhaps, even the builder.

The architect would remain the agent of the owner but by mutual consent, he would be free to negotiate with and to "package" the services of these various specialists in the owner's interest. The pattern of such a practice would actually be nothing but an expansion of that which now exists. The architect has, as a part of his team, the structural engineer, the mechanical engineer, the electrical engineer, the acoustical expert, the soil consultant, and so forth. He either absorbs their fees into his own fee, but at a higher rate, or asks the owner to pay for them directly. When he absorbs these fees into his own, he is, literally, creating "a package."

The architect may even have to become the agent of the promoter, the banker, or the realtor. They would then become the "client." Less and less frequently in today's society is the "occupier" of a building the "owner."

The pattern of practice, then, might assume a new look as shown on the bottom half of page 121.

We have now maintained the architect's professional status, but permitted him to negotiate with the banker and the realtor as the agent of the client. We have also freed him to purchase, negotiate, or accept bids from a general contractor or from vendors and trade contractors, or to build by force account—all as agent of the client.

We believe that all these things are possible under an agency concept and our ethical code so long as all transactions are done as "agent" for the "client" for a pre-arranged fee and there is no additional profit motive involved.

The architect has been and will be, more and more, asked by his client to name an estimate of cost and even to guarantee it. A "guarantee" is quite a departure from the legal concept of

agency since the cost depends on the labors and services of many people and on the fluctuations of the market for supply.

Although the architect is in touch with all of these factors involved in the "fixed price," we are all of us reluctant to accept such responsibility.

This committee believes, however, that the architect *must* be in position to guarantee his estimates if he is to be truly competitive with the package dealer.

We believe that he can guarantee, in the sense that he agrees by his contractual relationship with the owner to revise his contract documents, to re-design, to re-study finish schedules, and/or to negotiate costs "free of charge" should the actual costs vary by more than a prearranged percentage of the architect's estimate.

Many offices already do this. Many offices are already forced to do it by their governmental and corporate clients.

This guaranteed price, promoted by aggressive and skillful salesmanship, is the only *real* advantage the package dealer has over the architect in the competition for services.

Let us not be deluded into thinking that it is not exploited to the fullest in his "sales pitch."

b As a Professional:

Society's opinion of the architect as a professional is currently very high, if we are to believe the *Chicago Tribune* research on the subject. This analysis places the architect at the very top of the professions in terms of *status*.

Such a position is embarrassingly pleasant for the profession and one which we would like to keep and to enjoy.

We feel that this "image" should be viewed by the profession only as a picture of what we *might be* and that serious and concerted efforts should be made toward truly attaining it.

The image connotes that we are expert, that we have real and workable knowledge of every technical advance, and that we are actively engaged in research, in investigation, and in self-education—that we are the "Master Builders."

But is it the truth? As a profession, are we keeping abreast of technology? Have we an adequate research program? Are we interested in furthering our own skills? Have we an organized system of post-graduate education?

CONCLUSION

The profession must realistically face the society it serves and adjust the extent of its professional services, the methods of its business

operations, and the direction and force of its leadership to meet society's needs and expectations.

The architect must again assume the role of the master builder. To do this, we must investigate the changes in and/or extensions of our ethical code and standards of practice to permit such an expanded concept of professional practice and business procedures—keeping in mind the problems of both the small and large offices and the fact that full choice of the extent of the services offered must remain with the office itself. We must re-study our existing documents for necessary revision, and prepare additional ones to meet these concepts of expanded services, estimate guarantees, etc. We must investigate the costs of rendering such added services and work out an additive fee structure to cover the added service which will insure adequate compensation to the architect. We should prepare and publish a comprehensive bibliography and out'ae of ma-

terials pertinent to the proposed added services and, as soon as reasonably possible, prepare a series of short study courses and seminar materials suitable to the Architect-in-Training program and to the post-graduate use of the profession. We should study the problem of building cost estimating by state, regional, and geographic trade regions on the basis of a method of preliminary estimating for various building types and structural systems, and on the basis of a reliable system for final pre-bid estimates as a quantitative analysis so that cost factors can constantly be kept up-to-date and made available.

We should have legal counsel make a study of the "agency" concept regarding the legal obligations and responsibilities of the architect under it to the end that the architect will know his responsibilities and liabilities under the law. We should further review our documents and methods of operation to protect the architect from unwarranted liability and responsibility.

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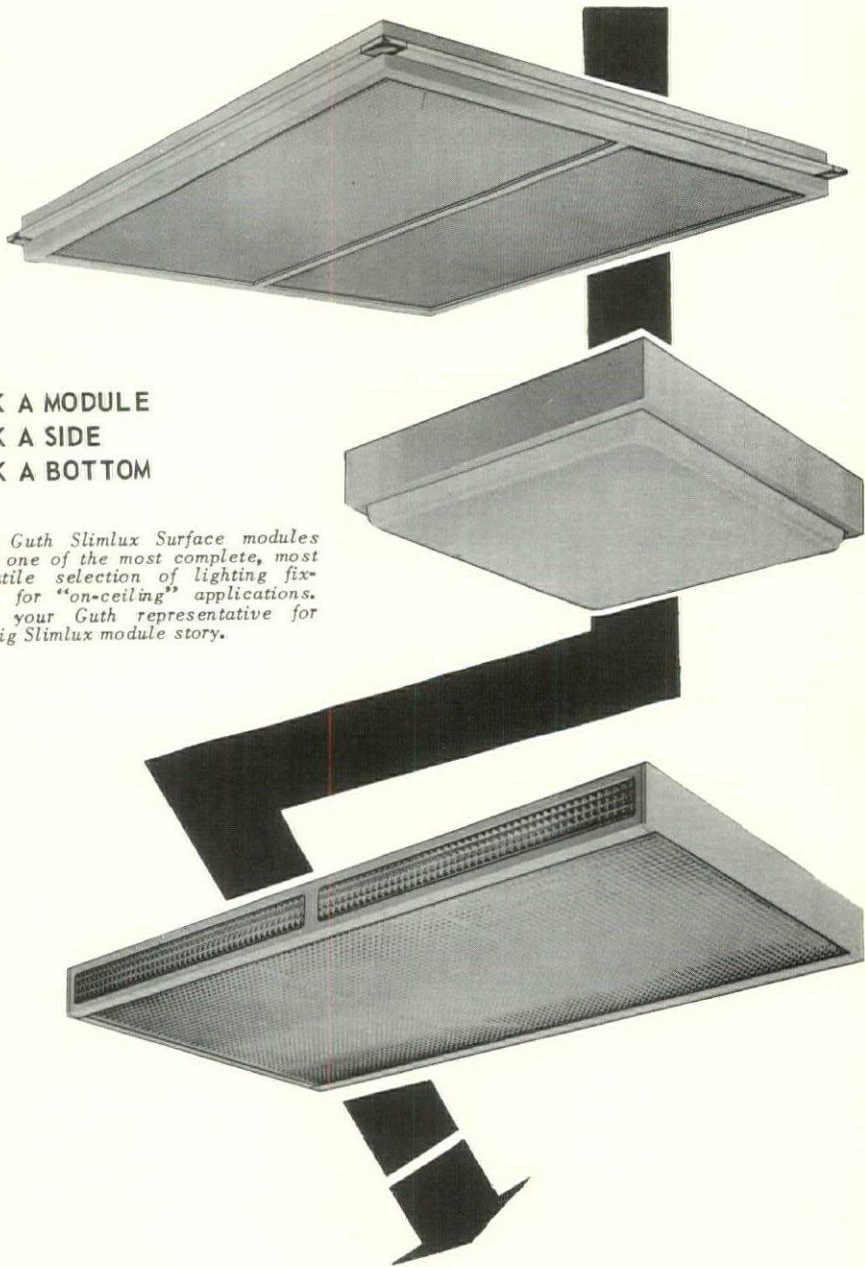
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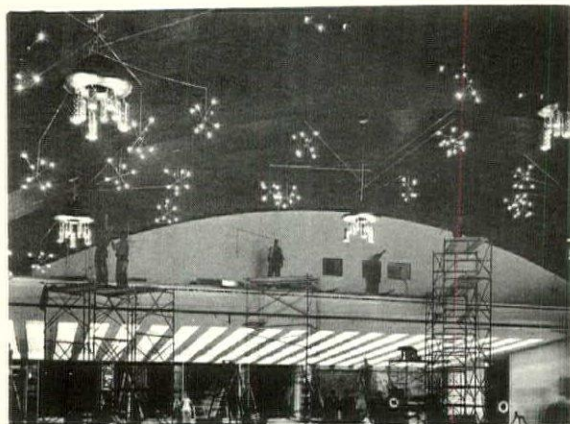
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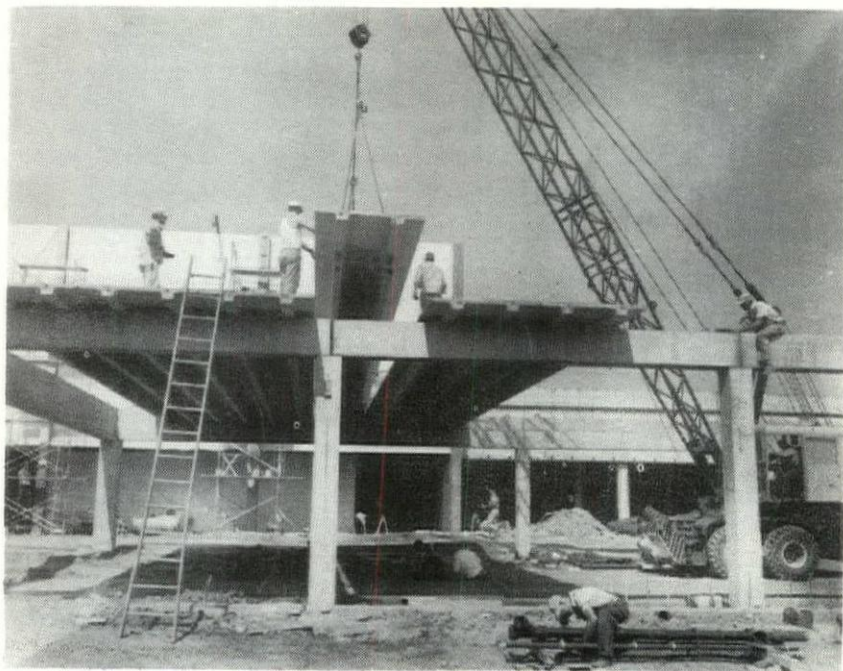
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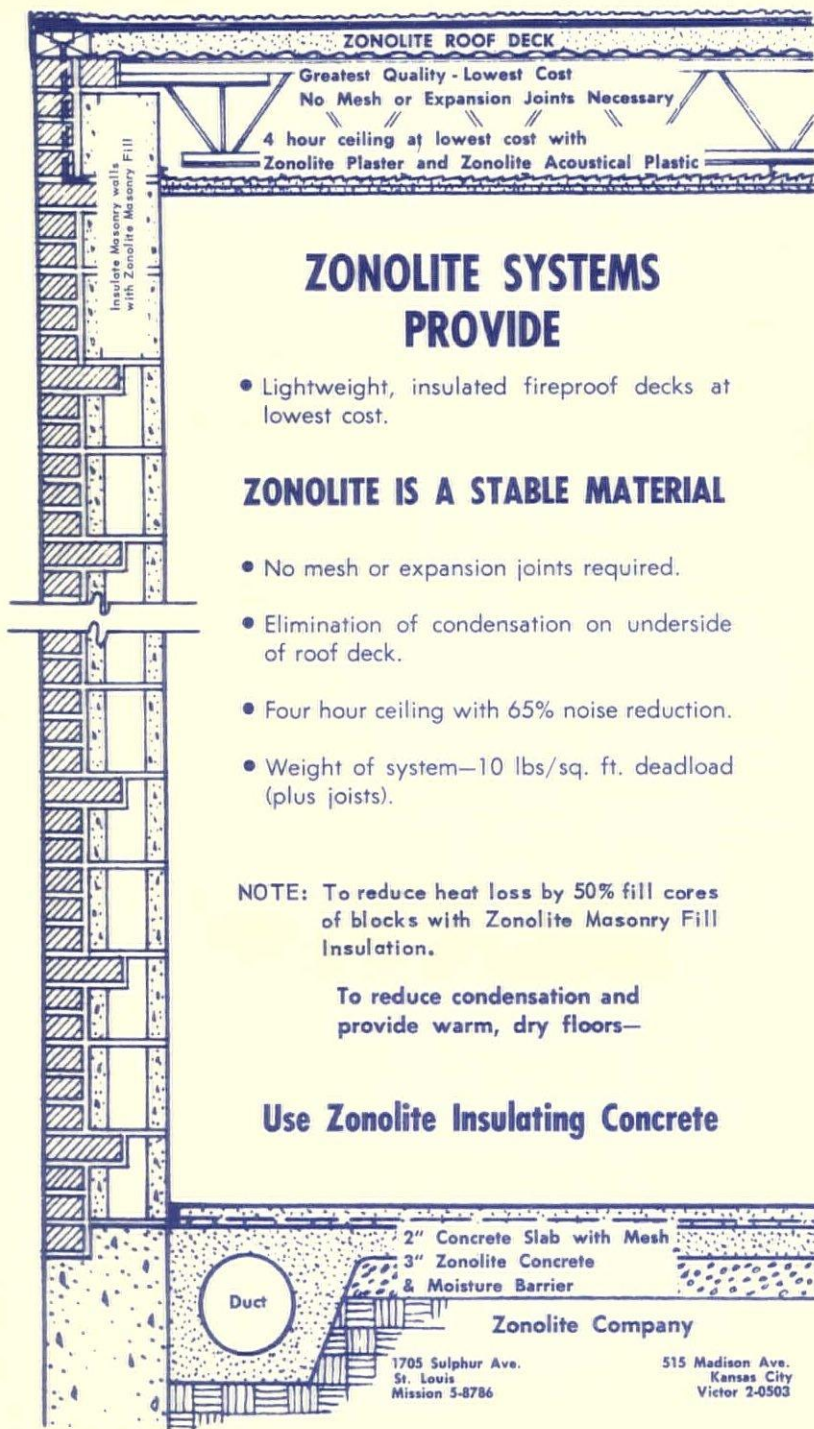
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