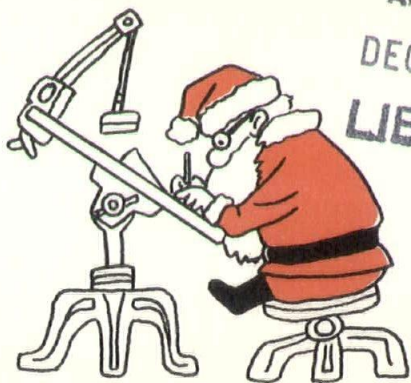


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Is an architect worth the money?

By Richard P. Pratt

The following article appeared in the September 25, 1961 issue of *Medical Economics*, a well-known, unofficial publication for the general medical field. In his material the author tries something interesting, we think—to explain to doctors just what an architect is and does. (Perhaps we can now look forward to an article in the architectural press in which doctors are explained to architects). At any rate, we believe the author has done a fairly good job, but are wide open for readers' comments.

The only real quarrel we have with the story, as we've pointed out to the editors of *Medical Economics*, is that in some 65 column inches of material, no mention is made of our professional organization, The American Institute of Architects. So, if anyone feels called upon, after reading this, to dash off a companion article, "Is a Doctor Worth the Money?", please, please mention the A.M.A. — you know how doctors are about that.

This material is Copyright, 1961 by *Medical Economics*, Oradell, New Jersey, and is reprinted by permission.

Dr. Reardon was bubbling with plans for a pet project. "I'm 57," he grinned, "and I know it's hardly a shrewd investment, but I want to build a house from scratch. I feel I can afford to indulge myself now." That was eighteen months ago. I wished him luck and thought no more about it until we met again just recently. Remembering his enthusiasm, I asked how he'd made out.

"I didn't," he said. "I fell flat on my face. I've got an empty lot, a set of plans for a house I can't afford to build, and a possible lawsuit from my architect over his fee. I don't give a damn now whether we ever build a house."

Thinking of all the other physicians around the country who might be headed for similar trouble, I asked Dr. Reardon what went wrong. He gave



Season's Greetings

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of
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me a recital of misunderstandings, differences in interpretation, and a general lack of rapport. Let's look at his three biggest sources of trouble:

1. *The doctor didn't sign a contract.* The architect, whom I'll call Jordan Franklin, had been recommended by a colleague. Franklin brought the doctor a contract on his second visit, explaining that his fee would be based on a percentage of the construction budget. But Dr. Reardon waved him away with: "We don't need a written contract. You wouldn't sign one for an appendectomy with me. Why should I sign one with you for a set of plans?"

Franklin was dubious, but Dr. Reardon was insistent because—as he confessed to me later—he felt that a written agreement between professionals showed lack of confidence. As it turned out, many of their later hassles would have been avoided by the black-on-white precision of a signed contract.

2. *The doctor wasn't decisive about how much he'd pay.* When asked what he was prepared to spend on his dream house, Dr. Reardon said \$40,000. All might have gone well if he'd stopped there. But he then told Franklin: "I'll probably end up spending more than that, because I'm sure there'll be additions I'll want to make."

And additions there were. When the architect arrived with preliminary sketches, the doctor and his wife decided that they ought to have a double garage instead of a carport. Before the evening was over, they'd also added a playroom and full-house air conditioning.

None of these extras by itself would have driven the architect's conservative estimates above the \$40,000 mark. In total they did. But Dr. Reardon's breezy remark about expecting the cost to go up had made the architect think this would be all right.

3. *The doctor changed sites.* Dr. Reardon's last costly error was over and done with before his architect even heard about it. Offered a good price for a quick deal, he sold the land he'd intended to build on. Then he bought a larger, sloping lot with a brook running through it. This proved costly because the irregular contours of the land made for more expensive construction. And the architect had to spend a lot of time adapting his plans to the new site.

Dr. Reardon suspected he was in for trouble. But it wasn't until the bids came in from contractors that he knew just how much trouble. The lowest bid was \$51,790, almost \$12,000 more than he'd figured. So he blamed his architect.

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"I know we talked about \$40,000," said Architect Franklin, "but you also told me you expected to spend more than that. I assumed you realized we couldn't add those extras without boosting the cost. And I told you the new lot was more expensive to build on."

Dr. Reardon was dumfounded. He'd been thinking in terms of an extra thousand or so. He called off the project and asked Franklin for the bill. That was the final sour note. The architect's fee was a percentage of the \$51,790 bid, plus additional charges for the series of alterations in the plan. His bill totaled almost \$4,000.

The doctor was bitter: "I felt it was too high and told him so. He still claims it's a reasonable fee for the work he did, and he's not going to lower it. He'll

probably sue me. I just don't know how it will all come out."

Dr. Reardon's dealings with his architect were unfortunate. But a little investigation convinced me they weren't unique. I interviewed several architects to find out why.

"Misunderstandings can happen easily, even when there's good faith on both sides," said one. "Most men retain an architect once in a lifetime. They usually know him only by reputation. They have only the vaguest concept of how he works, what he does, what he gets paid."

Another put it this way: "I often tell my clients that an architect is like a doctor. The client should tell me his symptoms and let me diagnose and prescribe. But as any doctor will agree, it's not always as simple as that."

(CONTINUED ON PAGE 29)

Use an architect for remodeling?

You should, if your remodeling job involves important structural changes. An architect can advise you on materials and workmanship, and he can often save you more than enough to pay his fee.

Fees for remodeling jobs are computed in the same manner as other architectural work—a percentage of the contract price. The percentage may be higher, particularly if you own a very old building, because the architect may have trouble determining structural details, load factors, and related data.

An architect can also help you find out whether a building is *worth* remodeling or not. He'll take this kind of a job on a consulting basis, and he'll charge you by the hour.

Ever wonder, as you deck the branches of that prize pine or spruce, who trimmed the first Christmas tree? Or when folks first "discovered" the existence of Santa Claus? Or who sang the first Christmas carol..hung up the first Christmas stockings..chose a strategic spot for the first holiday mistletoe?

8

To our ancestors who celebrated "Christmas Messe" (The Mass of Christ) several centuries ago, Christmas was a time of solemn rejoicing and deep religious dedication, with little of the modern gaiety. The New England Puritans actually forbade joyous Yuletide demonstrations!

New Englanders and other Americans eventually followed the lead of New York's Dutch settlers and succumbed to the charm of "San Nicolaas" – better known as Saint Nick or Santa Claus. But the jolly gent had a flourishing career long before he reached our shores.

More than 1600 years ago there was a St. Nicholas—a Turkish bishop whose countless works of charity made him a legend in his own lifetime. Martyred in 342 A. D., he became the patron saint of children and of three nations: Greece, Holland and Belgium.

People pictured him on a white horse ascribed to him by old Turkish tradition. But his fame spread to Scandinavia, whose citizens felt more at home with a Saint Nick who rode a reindeer-drawn sleigh. They also gave him his red suit, a hand-me-down from the ancient Norse god, Thor. As for the rosy cheeks, white beard and jolly-jelly belly, they come from the famous poem – "The Night Before Christmas," whose author, Dr. Clement Moore, modeled Santa after an old Dutch gentleman he had once met!

In token of Christ's birth in a manger, Poles spread hay on the floor and Lithuanians have straw under the tablecloth at their festive Christmas Eve meal. The colorful Mexican posada or pilgrimage dramatizes the search which led Mary and Joseph to the stable. For each of the nine nights before Christmas, a couple dressed as Mary and Joseph goes from house to house. Only at the last house are they—and the parade of neighbors which is now following them—invited in for supper.

An even more novel procession may be seen in the mountains of Austria. According to researchers for Shulton, Inc., who have been collecting material on foreign Christmases, wood carvers in the little town of Oberammergau meet on Christmas Eve and ski down the mountain slopes with flaming torches in their hands, singing as they go!

Just about every country which celebrates Christmas has its unique bit of seasonal folklore or ritual. In Sweden, it's the feast of St. Lucia on December 13, ushering in the Christmas season. Each community chooses a lovely Lucia Queen to represent the young girl martyred for her religion centuries before in ancient Rome. In families with daughters, the prettiest plays the role of Lucia. Her "privilege": to wait on everyone else for the day!

But even the standard holiday features—Christmas dinner, Christmas presents and Yuletide decorations—have picturesque local variations. Not

only does Santa have numerous aliases (he's Julenissen in Denmark, Pere Noel in France, the Abbot of Unreason in Scotland), but in Italy he is a she. Italian kids place their trust in Befana, an old woman on a broomstick who brings gifts to good children and ashes to bad ones. (In older versions of the legend, she ate the juvenile delinquents).

Americans are probably the champion gift-givers, spending more than \$27 billion for Christmas presents in a recent year! The most popular gifts? For women, probably perfumes and colognes; at least 22% of the nation's annual perfume sales occur in December. (In round numbers, this means over \$7 million in Yuletide fragrances!) Men who think this "scentationally" high should remember that this figure includes not only Joy—"the world's most expensive perfume"—but Desert Flower, which costs a dollar a dram, \$3.50 for half an ounce.

Many countries find it so blessed to give Christmas gifts that they do it twice a Yuletide. While waiting for Befana to come across on January 6, Italian children and their elders draw small gifts on Christmas Eve from a jar called the "Urn of Fate." The French exchange gifts on New Year's Day, but the impatient young fry are visited by Pere Noel on Christmas Eve. And leave it to the systematic British to establish December 26 as Boxing Day. On this pugilistic-sounding occasion, servants and tradespeople are remembered with boxes of money!

The date of the big Christmas dinner also varies around the world; many countries have it on Christmas Eve, before or after midnight services. Our traditional Christmas turkey does not appear on many menus. The French reveillon, a feast which occurs after midnight mass, is apt to feature oysters and sausages; in the French province of Brittany, buckwheat cakes with sour cream are served. The Norwegian Christmas dinner features a fish called lutfisk. At a Polish Christmas Eve dinner, the number of courses is fixed at seven, nine or eleven; a Lithuanian Christmas feast must include twelve courses, one for each of the twelve disciples!





During the Christmas season, Germans and Rumanians bake long, thin cakes that symbolize the Christ Child wrapped in swaddling clothes. In the Ukrainian part of Russia, cattle are given the first taste of the Christmas supper, because animals were the first to behold Christ. In parts of rural Germany, this is carried one step further—cattle and their owners both fast the day before Christmas, and eat well on Christmas Eve!

"Deck the halls with boughs of holly" is a traditional refrain in English and American homes, but in Spain and Italy, householders decorate with flowers instead of evergreens at Christmas time. The Christmas tree, popular throughout the United States and Northern Europe, is relatively rare in Southern Europe; the creche, or manger scene, usually replaces it. In Sicily, many families use Christmas trees, but they decorate them with apples and oranges instead of tinsel! This carries out an old tradition that all the trees bore fruit when Christ was born.

In England and France, the Yule log is favored; in some districts of England, whole families go to the forest to select their Yule log. Pear, olive and applewood are considered best, and tradition says that the log must be large enough to last until New Year's Day.

Perhaps the most unusual Christmas tradition of all is the one still adhered to by some Swiss romantics. These folk advise a boy or girl to visit nine different fountains and take three sips from each at the time the bells are ringing for midnight services on Christmas Eve. After this odd rite has been completed, the future husband or wife will be found standing at the door of the church and a regular courtship will begin—if the spell has worked.

About those Christmas stockings: one legend says that the original St. Nicholas, taking pity on a man too poor to provide a dowry for his daughters, dropped gold pieces into a stocking hung up by the fire to dry. Actually, the custom of hanging up Christmas stockings probably originated in Germany.

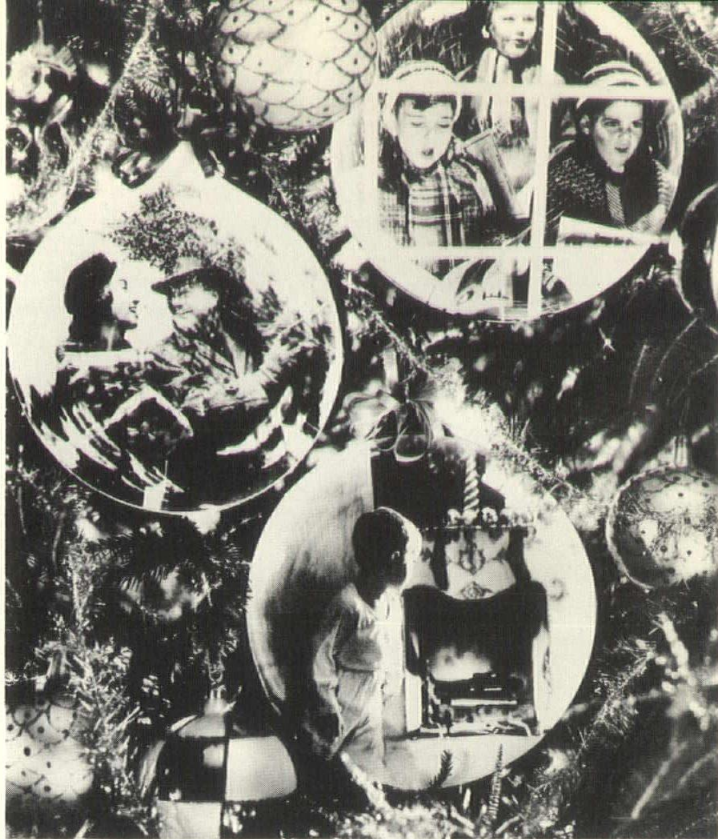
What do the world's children find in the stockings or shoes left out for Santa? The German Santa enters with candy and cookies for the good youngsters, an empty potato sack for the bad ones. America's "bad 'uns" may discover coal in their stockings, but others find gifts ranging from toy guns to harmonicas.

No matter how many gifts under the tree, the tree itself is still the center of attraction in most homes—a place of honor which is solidly rooted in history. Thousands of years before Christ's birth, evergreen was revered as a symbol of long life and immortality. German tribesmen brought fir trees into their homes to please the god-like "spirits" they thought to inhabit the trees. When these pagans were converted to Christianity, they transferred their feelings for the evergreen to the new religion.

The first person to decorate a Christmas tree may have been Martin Luther. Walking home one night shortly before Christmas, he felt a strong tie between the starry night and the love of God. At home, he placed candles on a little evergreen tree to help his children experience the same wonder of God. The custom grew and spread through Northern Europe, then to America.

The mistletoe has an equally ancient background: primitive Britons called it "all heal" and ascribed to it the magic power to heal disease, neutralize poisons, protect against witchcraft, and bestow fertility on humans and animals. If a young couple sealed their betrothal with a kiss under the mistletoe, they would have good luck for the rest of their lives.

Holly, a Christmas decoration since the middle ages, was also thought to have protective powers; six or seven hundred years ago, young maidens fastened a sprig of holly to their beds at Christmas time to protect them from the "evil one" during the coming year!

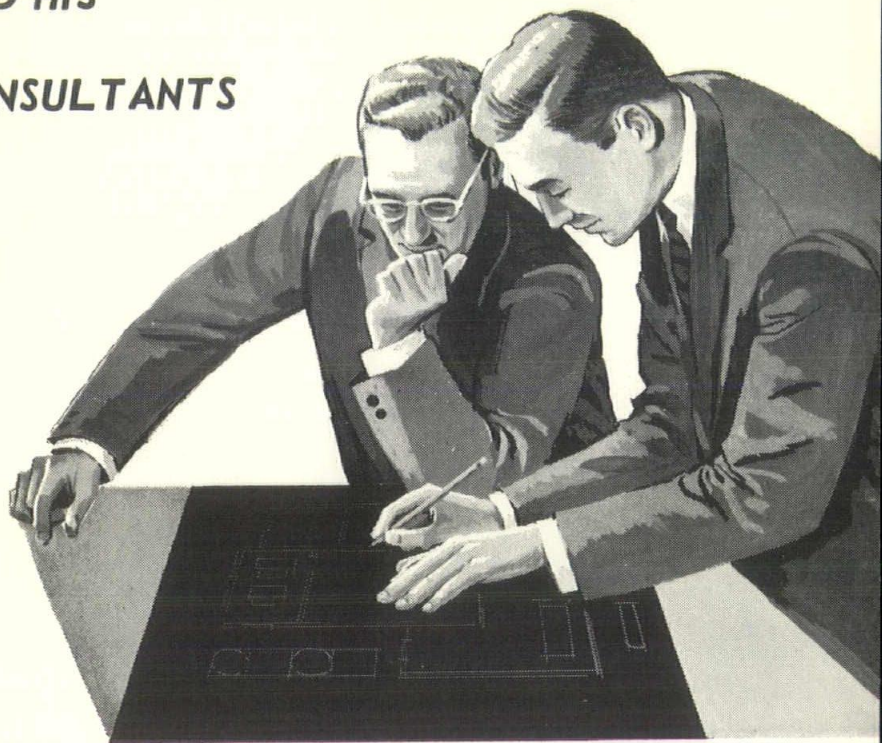


In homes everywhere at Christmastime the joy and hopes of all the world are still centered in the eternally symbolic tree. Thousands of years before Christ, the evergreen was revered as a symbol of long life and immortality. Later pagans transferred these feelings to the new Christianity. It's unlikely that the Christmas tree will ever vanish from the Christmas scene.

Next time you hear "Deck the halls with boughs of holly" — a song which dates back to that remote time — remember the origin of Christmas carols. The word "carol" means to "dance in a ring", and the man who popularized the practice was the beloved St. Francis of Assisi. To bring the Christmas message vividly and directly to his villagers, most of whom could not read, the 13th century saint arranged a manger scene using real people and animals. When the villagers came to see it, St. Francis led them in joyous celebration — in "caroling."

Probably the most recent of the popular Christmas customs is the Christmas card. The first one was sent in 1845 by W. C. Dobson, one of Queen Victoria's favorite painters. Louis Prang of Boston made the first American Christmas cards in 1875, but only during the last 50 years has the practice of sending Yuletide cards become widespread.

THE RELATIONSHIP OF THE ARCHITECT AND HIS CONSULTANTS



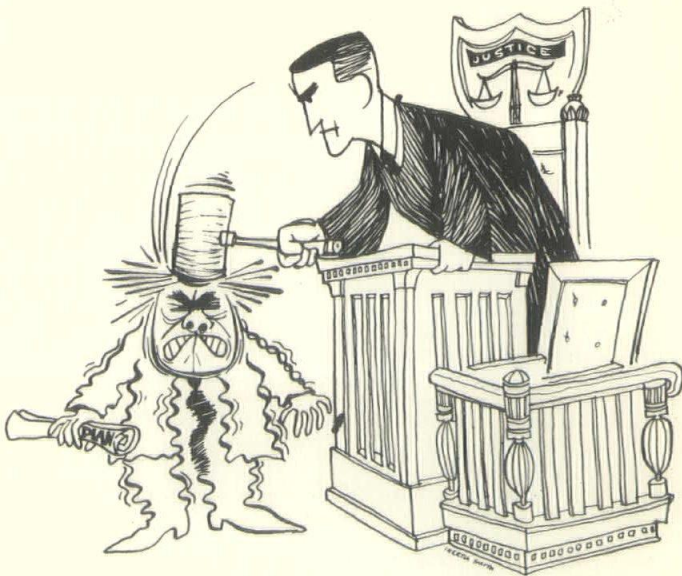
**BY CLEM W. FAIRCHILD
DAVIS, THOMSON, VAN DYKE, FAIRCHILD & WALSH**

In this day of complexities, practically every professional man must at one time or other call in consultants. This is particularly true in the architectural profession where it has become a habit and necessary procedure to take advantage of the specialized knowledge of consultants.

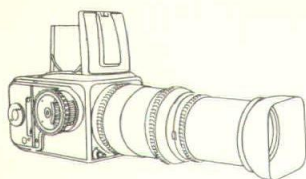
The architect readily recognizes that he is going to rely upon specialists from time to time. Provision is made in a contract between the architect and the client for the use of consultants. The relationship thus created is a legal relationship giving rise to certain liabilities and responsibilities which must be recognized by both the architect and the consultant.

The doctrine of respondeat superior is one of the oldest of legal doctrines. In brief, it is an old common law legal principal that a master is responsible for the acts of his servant principal that a master is responsible for the acts of his servant committed in the scope of agency of master and servant. Throughout the years, with the changes of our economy and the establishment of corporations and other legal entities, this doctrine has been extended to include not only servants, but agents and employees. The generalization can be made that the architect is responsible for the acts, errors or omissions of the consultants under this theory. Too often, it takes some adversity to bring about the realization that one professional man can be held liable for the results of another professional man whom he has retained on a consulting basis. Once the relationship is understood, there are safeguards and protections which can be taken against just such adversities. The duty of an architect to his client is based on a contractual relationship which implies a warranty that the work of the architect will be of such a professional quality that the client will not suffer loss. This embodies far more than the obvious warranty that the project will be safe to the owner and others. The architect warrants that the various component parts of the project will meet the owner's needs, fulfill all requirements for

(CONTINUED ON PAGE 19)



Lately the courts have been in the habit of ruling against the architect.

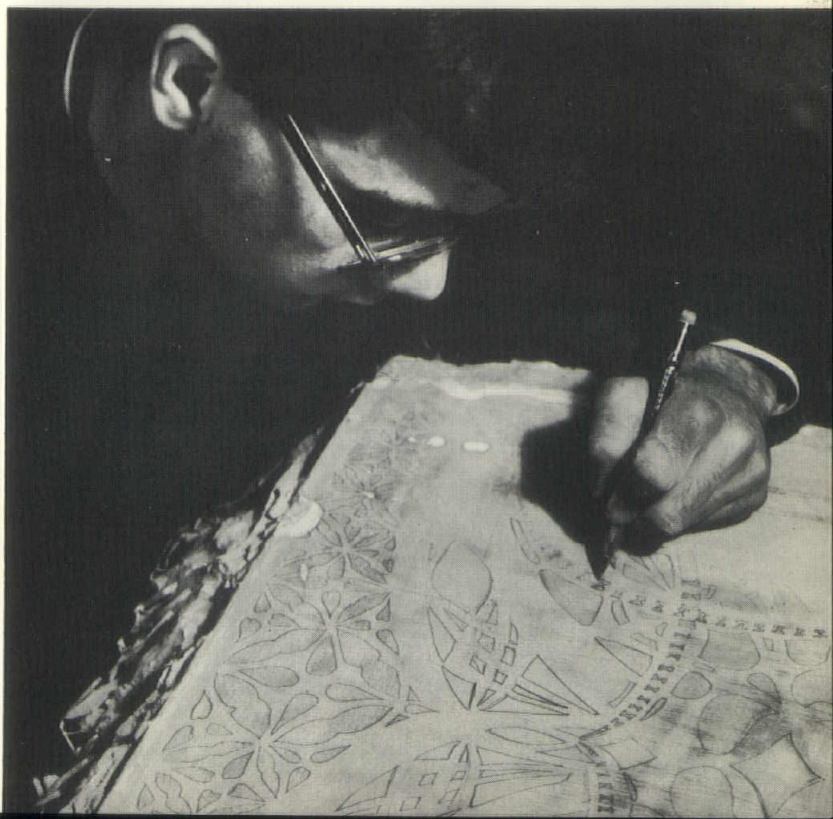


PICTURE PAGE

The old and the new get attention in this month's capsulized view of things architectural. Previously unknown examples of stencil and mosaic work by architect Louis H. Sullivan were discovered during demolition of Chicago's Garrick Building. On the right, stone masons are shown loading the heavy concrete slabs containing Sullivan's mosaics. The Chicago Chapter, AIA, was instrumental in saving the significant ornamentation for museums and universities. At the far right, a young architect is restoring a Sullivan stencil design from the Garrick Building. Through the years of remodeling, the mosaics had been covered over with asphalt tile and the stencils by many coats of paint. Because so few good examples of Sullivan's stencils are extant today, the discovery is considered especially important.



Left, Pittsburgh's new 24-million dollar Civic Auditorium features a stainless steel roof of eight leaves that can be opened to the elements in less than three minutes. Below, workmen make final adjustments on the scoreboard. Ice events, basketball and theater events can all be accommodated in the domed building, at any time of the year. The unusual structure was designed by Pittsburgh architects Mitchell & Ritchey.





addenda

- Thanks to the firm of Geis-Hunter-Ramos for handlettering all of the nameplates for the new Chapter membership badges. Our appreciation, also, to Modern Center and the Millers for providing the comfortable and colorful touch at the recent Honor Awards banquet – the furniture placed at strategic spots in the exhibit area.
- Hal Sandy, of Hal Sandy, Inc., writes to Chris Ramos, chairman of the Publication Committee, "I want to congratulate you on a very interesting (October, 1961) issue of SKYLINES which I received in my mail yesterday. The article by Alistair Cooke, based on his speech before the RIBA, is one of the best yet."
- The 1962 edition of the AIA Building Products Register will be published January 1 by The American Institute of Architects with a 30-day trial subscription offer for all design professionals, contractors, investors and others interested in the unique single-source reference for direct comparison of building products. The 1962 edition of the Register will have approximately 40 per cent more content and usefulness than the first edition published in 1960. Price of the Register is \$25.
- The following item, from London, has been making the rounds of architectural publications. Headed "Fur-Lined Austerity", the news item reads: "Adrian Grigg, 25-year-old interior decorator, has been commissioned to design a bedroom for a sheik's daughter in Kuwait, Arabia. It will have a glass floor with goldfish swimming underneath and the walls will be covered with fur. 'I'm keeping it plain and simple,' says Mr. Grigg."
- If you think that's bad, consider the plight of a Paris hairdresser, as reported in the Paris Presse. Hairdresser Jacques Dessange couldn't find hotel rooms for two of his assistants in Moscow so he decided to send them back to Paris. When he applied for tickets for them, he was told at Intourist that transportation was impossible unless the application blanks contained their hotel addresses in Moscow.
- Architecture is an art for all men to learn, because all are concerned with it. John Ruskin.

RELATIONSHIP OF ARCHITECT & CONSULTANTS

CONTINUED FROM PAGE 15

the purpose for which intended, and that the plans and specifications as submitted and approved will not need changes and alterations that will add to the cost of the project.

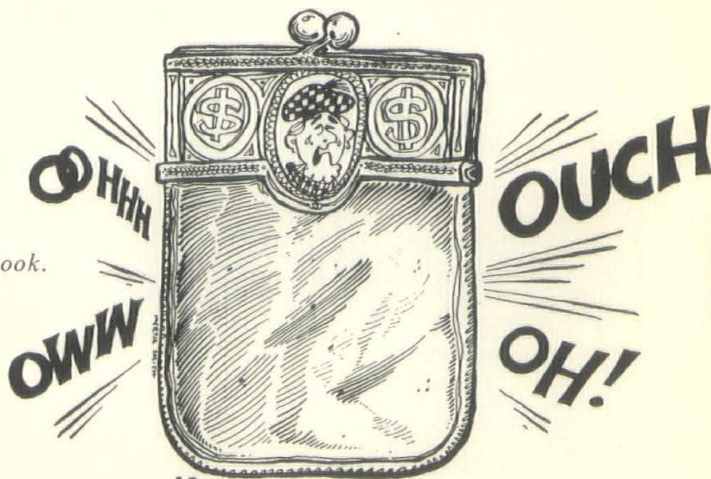
In the event this warranty is not met, the owner need look no further than the architect since it is with the architect that he has his contract and it is the architect who has made the final determinations for the owner. Any consultant who has entered into the planning of the project has done so either as an agent, employee, or servant of the architect and any error that he has made becomes, under the doctrine of respondeat superior, the error or omission of the architect insofar as a relationship with the owner is concerned.

The contention can be made that a consultant is an independent contractor rather than an agent, servant or employee, but since the final work product is out of the architect, the end result of the liabilities or responsibilities will still fall on the architect and cannot be shifted.

It is all too evident to architects from their past experience that errors and omissions are committed by the consultants upon whom they rely. Too often, these errors and omissions cannot be discovered until either a loss has occurred to the owner or a situation has developed which has caused the architect to assume a loss himself rather than attempt to pass it on to the owner.

Today's architect is hurt

through his pocketbook.



3

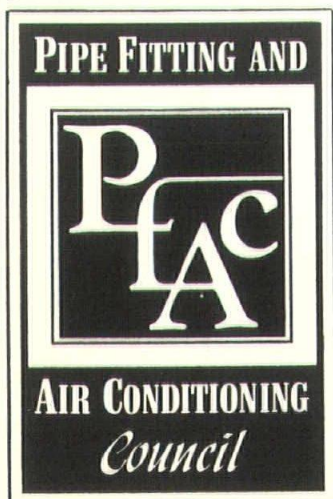
SOUND REASONS FOR SEPARATE MECHANICAL BIDDING

By employing Separate Mechanical Bids, the architect and engineer can consistently provide high quality installations to the owner at a price which is invariably lower, to the owner, than that obtainable when working through a middleman.

1. When bidding is confined to pre-qualified Mechanical Contractors, you can be sure that less supervision will be required . . . that the firm selected will require less guidance and have a better understanding of the installation. By pre-qualifying mechanical bidders, the possibility of having an entire project delayed by some cut-rate sub-contractor, who has been selected solely on the basis of a cheap price to the middleman, is eliminated.

2. The pre-qualified "Mechanical" Contractor, working with the architect and engineer, can frequently advise on minor changes which might well preclude future major problems. He is in an excellent position to co-operate in providing a good workable installation for the owner.

3. Satisfied clients are long term clients. The architect and engineer who establish a reputation for designing buildings and preparing specifications so that the owner receives greatest value in relation to expenditures, build an enviable client list and reputation.



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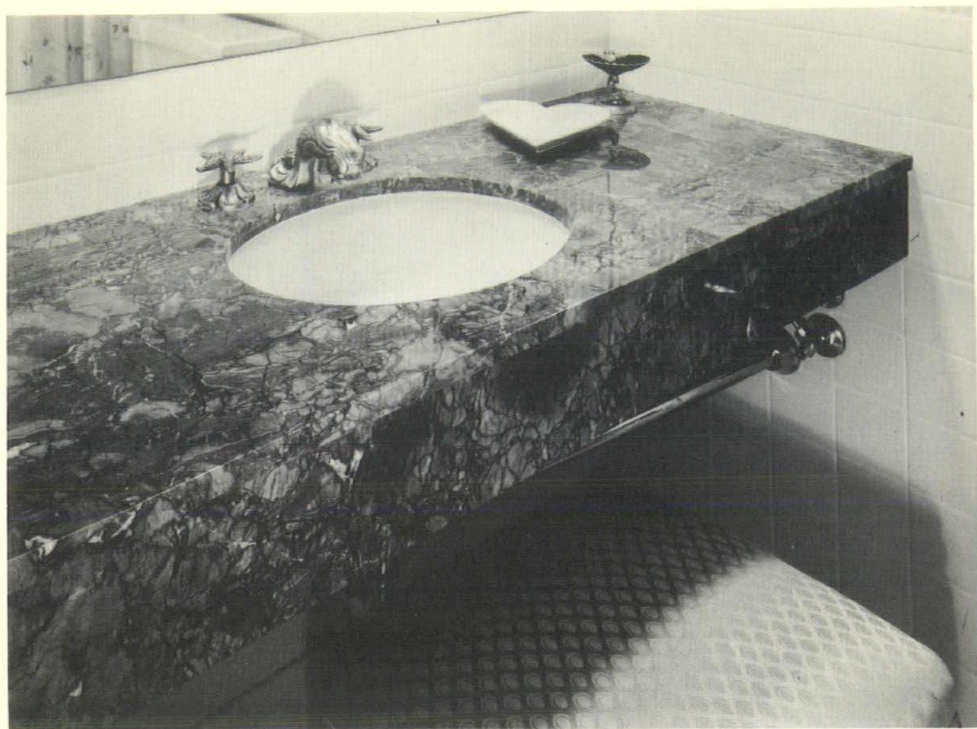




With a widening circle of contractors, sub-contractors and suppliers, the architect's responsibility becomes harder to place.

You are familiar with inadequate stresses of structural design, underplanning of mechanical systems, along with less dangerous or damaging mistakes. Some of these errors when caught are easily corrected, some cause monetary loss to the owner which eventually must be absorbed by the architect.

Specific examples are numerous – an underplanned stone rubble wall collapsed. Digging out and rebuilding with a substitute design cost some twenty thousand dollars. Ultimately, if the collapse were found due to underplanning, the architect bears the financial loss. Structural changes necessitated by the design entailing additional cost to the owner after contracts have been let and the construction started, have been held to be the architect's responsibility. An architect was held liable of the additional cost necessitated by taking out an inadequate heating system and replacing it with one suitable for the purpose intended.



Bathrooms of Parkway Towers Apartments, Country Club Plaza, Kansas City, Missouri. Architect: Herbert E. Duncan, A.I.A.

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It is possible for the opposite situation to prevail. Consultants have overplanned with additional cost to the owner. It is obvious to every architect that if he uses a consultant, there are the same inherent risks involved as in that portion of the work which the architect himself performs. The liability of the architect for the consultant having been established, the real problem becomes one of taking the available steps to give the architect as much protection as is possible.

The relationship of the consultant and the architect is contractual and bears the same implied warranties as the architect makes the owner. However, almost without exception, the architect operates on a verbal agreement with the consultant which encompasses the scope of the work rather than the relative responsibilities and obligations of the consultant as another professional man. The verbal agreement even with the implied warranties of professional performance does not and cannot include all of the necessary safeguards.

It is a principle of law that the agent, if he causes loss to the master is liable over to the master for such loss. Therefore, at common law if the master has suffered loss because of errors or omissions of the agent, servant or employee, he can look to that agent, servant or employee for reimbursement. But the litigation that may be necessary to enforce such legal right can be an expensive proposition.

As each situation is practically identical, in regards to each consultant, no particular difficulty is encountered in a basic agreement for use with each consultant. Such a contract needs primarily to set out the particular type of services to be performed, the fact that such services will be rendered at a certain rate of compensation and performed in a professional manner. Then, the contract should provide for an indemnification of the architect from and against all loss including expense, attorneys' fees and other costs of collection in the event the loss to the architect is caused by or arises out of the portion of the work performed by the consultant. It can be further agreed in the contract that the architect shall have the right to adjust any such loss with the owner and voluntarily make payment with or without the consent of the consultant. Arbitration can be provided for if the parties prefer such a method rather than taking their chances on litigation. However, there is quite some question as to how binding an agreement to arbitrate is in the State of Missouri.

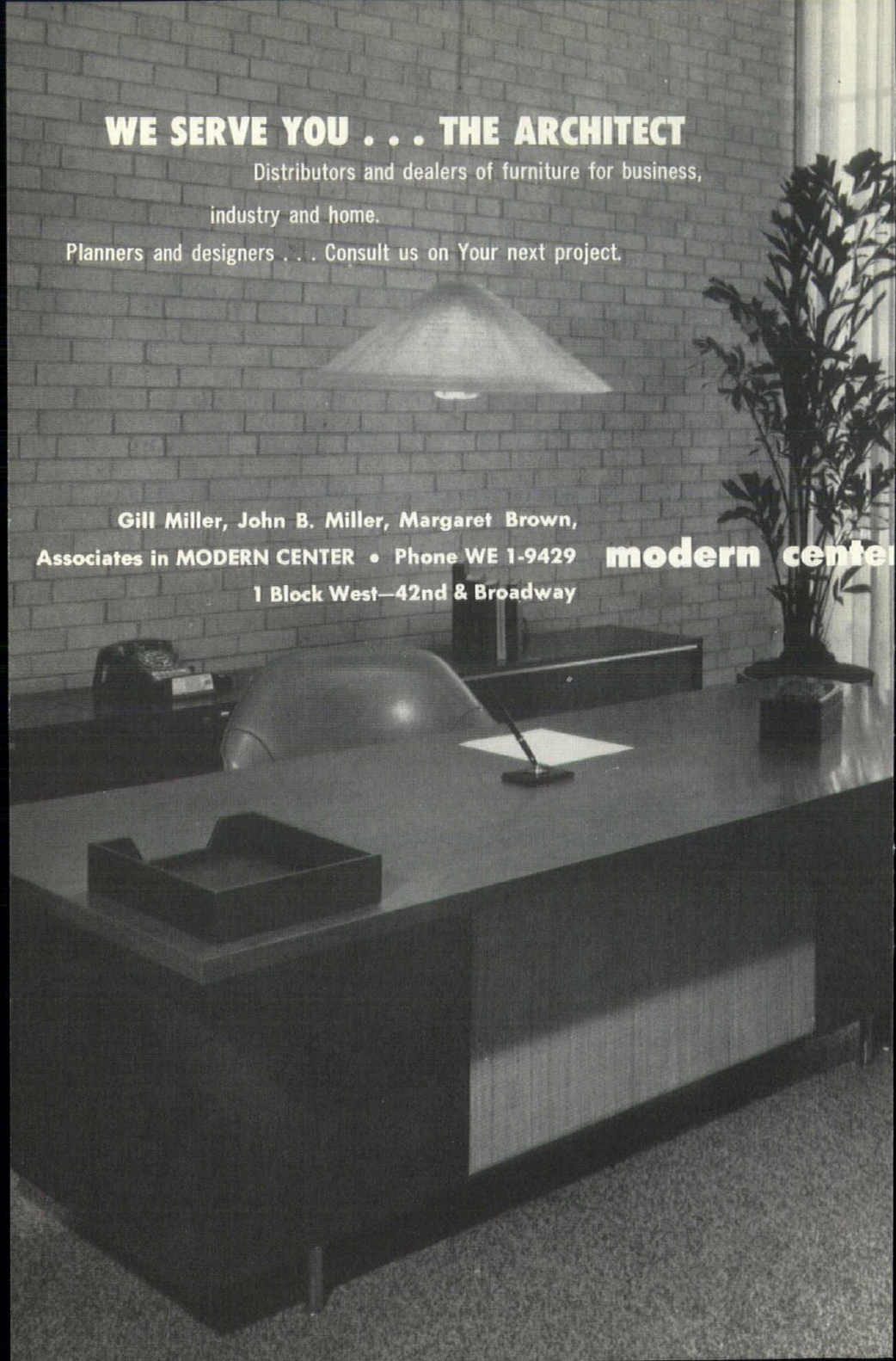
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The question has been raised as to the propriety of one professional man requiring another to enter into an agreement of indemnification such as outlined above. If the consultant has full faith and confidence in his own abilities, no problem should be presented. If the consultant should be reluctant or refuse to enter into such an agreement, certainly it should create some doubt as to his ability or his belief in his own ability. Indemnification agreements are used in all phases of contractual relationships and this would not seem to be a field calling for any particular exception. As far as the architect is concerned, it is only reasonable that he takes this means of protecting himself from an unnecessary financial risk.

Some of the terms used by Counselor Fairchild in this memorandum may need a bit of explanation. The definitions of legal terms following on page 27 are from BLACK'S LAW DICTIONARY, Fourth Edition.

(CONCLUDED ON PAGE 27)



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IT'S THE LAW

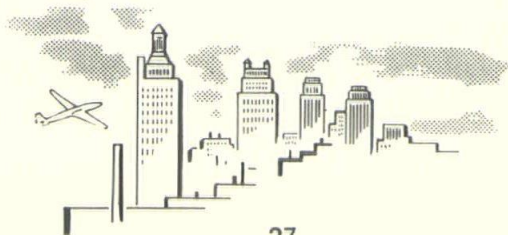
RESPONDENT SUPERIOR – Let the master answer. This maxim means that a master is liable in certain cases for the wrongful acts of his servants, and a principal for those of his agent. Under this doctrine master is responsible for want of care on servant's part toward those to whom master owes duty to use care, provided failure of servant to use such care occurred in the course of his employment. The doctrine is inapplicable where injury occurs while servant is outside legitimate scope of authority. But if the deviation be only slight or incidental, employer may still be liable.

SERVANT – One employed to perform service in master's affairs, whose physical conduct in performance of the service is controlled or is subject to the right to control by the master. One who is employed to render personal service to another otherwise than in the pursuit of an independent calling, and who, in such service, remains entirely under control and direction of employer.

MASTER – A principal who employs another to perform service in his affairs and who controls or has the right to control the physical conduct of the other in performance of the service.

EMPLOYEE – Generally, when a person for whom services are performed has the right to control and direct the individual who performs services not only as to the result to be accomplished by the work, but also as to details and means by which the result is accomplished, the individual subject to direction is an "employee". The term employee is often specially defined by statutes; and whether one is an employee or not, within a particular statute, will depend upon facts and circumstances.

INDEPENDENT CONTRACTOR – One who exercises an independent employment and contracts to do a piece of work according to his own judgement and methods, and without being subject to his employer except as to the results of the work, and who has the right to employ and direct the action of the workmen, independently of such employer and freed from any superior authority in him to say how the specified work shall be done, or what the laborers shall do as it progresses.



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Does this mean that every client has trouble with his architect? No, it doesn't. But fewer troubles would arise if clients learned the "rules." The rules apply whether you're building a home for your family, a medical office, or something more ambitious, like a group medical center. Here are

the most important of them:

Choose the right kind of architect and check his credentials. To earn a license to practice, an architect must pass rigid state requirements. Your state department of education can tell you whether or not an architect is "registered." Most architects affix the state seal to their drawings.

Remember that there are specialists in architecture, too. Look for one just as you would a medical specialist—by reputation. Although you wouldn't ask a physician to show you samples of his work, architects can and will. And here's another way to find your man: If you see a home or professional building you like, take the trouble to find out who designed it.

Tell your architect how much you want to spend. Include the maximum you're willing to spend. With this figure, he can prepare preliminary sketches to

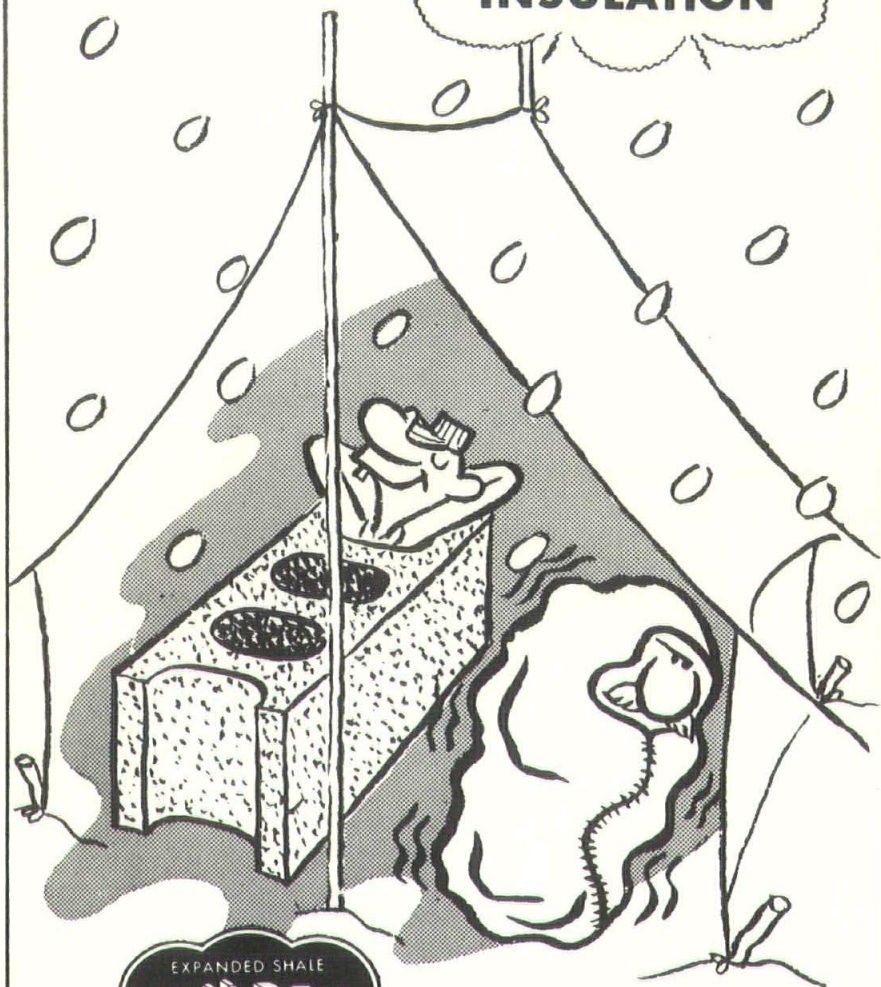
meet your design—and budgetary—requirements.

Sign a contract with your architect. It's much more than red tape: It's a listing of the rights and duties of both the architect and the client. It spells out exactly what the architect will do, when he'll do it, and what he'll get paid for doing it.

Make sure you understand how the architect sets his fee and when you're expected to pay it. Generally, it's based on a percentage of the project's entire cost. It varies from 8 to 15 per cent, depending on type of construction, local conditions, and how much detail work the architect does for you. Some architects have special methods of setting fees, so make sure you know how *your* bill is being determined. Expect a reduction of from 2 to 3 per cent of building costs if you ask the architect *not* to supervise construction.

An architect's fee is usually paid in installments geared to the stages of his work. Details of this breakdown should be spelled out in the contract. In one common arrangement, 25 per cent of the fee is due when preliminary specifications are completed, 50 per cent when working drawings are produced, and the final 25 per cent

INSULATION



Prepared by BUILDDEX, INC.
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when the job is done. Another common arrangement: You pay a small initial retainer at the beginning, the rest at monthly intervals.

Learn how an architect works and about his obligations to a client. His term of service can be divided into three stages: preliminaries, working drawings, and the supervision of construction.

In the preliminary stage, the architect gets to know all about you and your family (or your practice, if you want an office). He studies the site and checks on building codes and other regulations. He confers with you on type of construction, mechanical equipment wanted, time required to build, and approximate costs. Then he brings you preliminary sketches. These are refined after further conferences.

Once you approve the preliminary sketches, the second stage begins: the preparation of detailed working drawings and specifications for all materials, equipment, and building methods. The specs—as they're called—usually include other requirements such as insurance, performance bonds, and payment-for-labor schedules. Your architect will supply drawings and specs to a reasonable number of bidders. The exact number

should be specified in the contract.

A note of caution: It's in this middle stage that second guessing on your part may lead to design complications, unnecessary work—and an outsize fee.

The final stage begins when you ask contractors to bid on your job. The architect's function at this point is to assist you with the preparation of bid forms and lists of prospective bidders. He should also tell you something about the reputations of contractors bidding on your project.

Once the contract is let, the architect becomes your personal adviser, inspector, expeditor, and watchdog. He makes sure you get your money's worth in materials—and that the work is properly done. Most building deals call for the contractor to be paid in installments geared to the progress of the work; the architect checks to see that the work accomplished keeps pace with your payments.

To sum it all up: Retain an architect you trust, then listen to his advice. He'll need and welcome everything you can tell him about how you live, work, play, and entertain.

Sounds simple? It is—especially if you can deal with each other as frankly as in one doc-

tor-architect relationship I know of. The doctor wanted a house designed in secret so that he could give the plans to his wife for her birthday.

"Are you going to be willing to pay for a second set of plans?" the architect asked.

"No," said the doctor.

"Then you'd better forget about that surprise."

FEES – AND ABORTION

Many of us are aware that some architects have tailored their services to fit a low fee which they claim is all the client will bear, even though the architect knows that such services are insufficient to be called representative quality documents. This is purely and simply the practice of abortion and should be as illegal in architecture as it is in medicine. Webster's Unabridged describes abortion as:

1. brought forth in an immature state.
2. failing, or coming to naught, before it is complete.
3. anything which fails in its progress before it is matured or perfect, as a design or project.

The practice of architecture, among other things, means the producing of documents worthy of the architect's authorship; such documents must be definite, conclusive and effective. All architects are charged with the responsibility to produce quality documents.

The challenge of the effectiveness of the architect's documents when brought into court, and if found lacking, become the perfect target for our hecklers. Every architect's document which represents less than a professional service is an open target for those who maintain architects are a luxury.

Let's not search for the bombardiers – we know they are there in the form of organized design groups, politicians, jerry builders and so on and on. As a word of warning, let's protect our profession by not aborting our education and intelligence.

The above statement by Arthur Froelich, a director of the Southern California Chapter, AIA, recently was carried in the Chapter newsletter. We believe Mr. Froelich's views are appropriate to both the above article and Counselor Fairchild's memorandum on architects and consultants.

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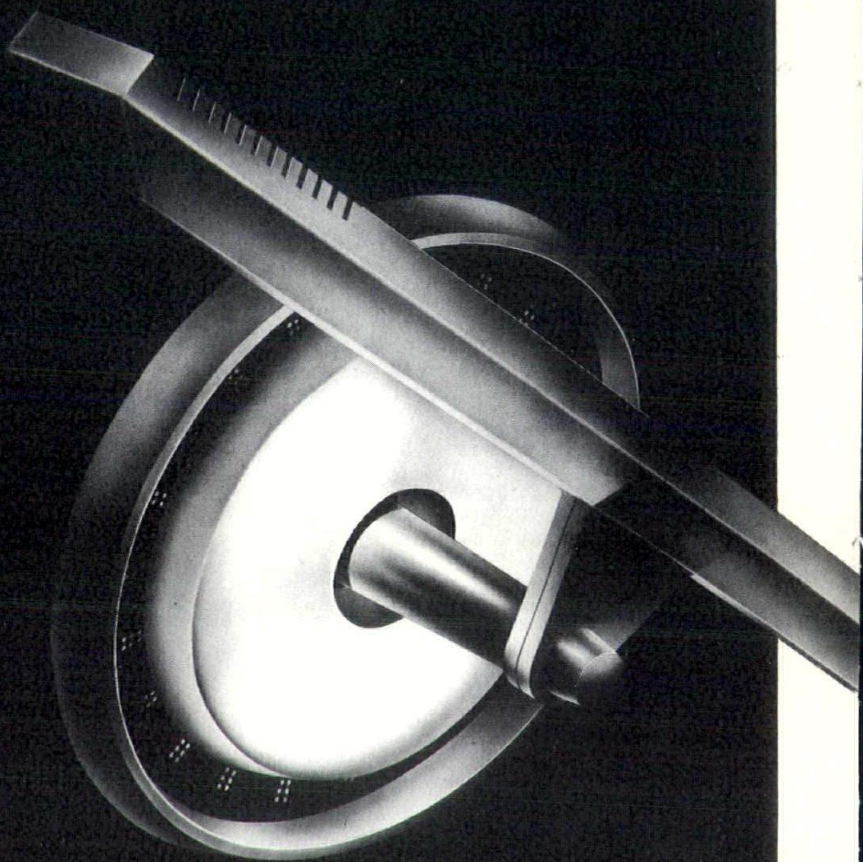
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