RESPONSIBILITY OF ARCHITECT TO OWNER

Harry M. Prince, F.A.I.A.

Mr. Bainbridge Bunting
Editor, New Mexico Architect

Dear Mr. Bunting:

The enclosed is a paper which I will read at a seminar of the New Jersey Society of Architects and New Jersey Chapter, A.I.A., in Asbury Park, New Jersey on June 8-10, 1961.

You may find the copy attached of sufficient interest to publish in the NEW MEXICO ARCHITECT — the very splendid publication of the New Mexico Chapter, A.I.A.—which I read with a great deal of interest.

Kind personal regards to all my good friends in the New Mexico Chapter.

Cordially,
Harry M. Prince, F.A.I.A.

A cynic, fond of paradoxes, observed that owners, architects and builders are inseparably divided. There is truth in the jest. Economics, legal and moral obligations have relentlessly drawn them together. In this togetherness, diverse beliefs in what does or does not consist of “extras” keeps them ever apart. To try and make order out of these apparent contradictions, there has been assigned to me for discussion, the responsibility that we, as architects, owe the owner.

The position of the owner in the building field is most important, but variable. Many an owner takes part in building only once during his lifetime. Even those who are continually engaged in building are frequently but the customers of the various branches of the building field, rather than active components. As the architect’s client, the owner may be a potent influence, temporarily. As a group, however, they strongly influence building in many ways.

Everyone here, I am sure, is aware of the American Institute of Architects’ standards of professional practice and obligations of good practice which requires that the profession of architecture be composed of men of highest integrity, business capacity and artistic and technical ability. An architect’s purpose, according to the Institute’s standards, must be above suspicion; he must act as professional advisor to his client, the owner, and cause the owner to feel that the advice of his architect not only is absolutely unprejudiced, but his duty also carries with it the moral responsibility to exercise judicial functions between client and contractors. These responsibilities of the architect to the owner can be properly discharged only when the motive of the architect, his conduct and ability are such as to command the respect and confidence of not alone the owner but of the contractor as well. The relationship of the architect to the owner depends, I repeat, upon good faith, yet it should be borne in mind that an architect must, nevertheless, protect the interests of the contractor as well as those of the owner.

The architect is not acting in the best interest of his own when he condems workmanship and materials that are faulty because of his own mistakes. It is a similar disservice to the owner to call upon a contractor to make good the oversights and errors by the utilization of general or “grandfather” clauses in the contract documents which call upon the contractor to provide workmanship and materials for items the architect had forgotten to include. This is dishonest and assuredly not in the best interest of the owner. It is a clear violation of fair play, as well.

The architect who can never make up his mind as to the material to be used and then specifies an “or equal” is also doing his client-owner an injustice. It is the duty of the architect to discuss materials with his owner prior to the writing of specifications and to make suggestions as to what, in his opinion, is the best selection for a particular use and then specify that make or material. Likewise “alternates.” What started out to be a helpful device to meet the owner’s pocketbook has deteriorated into an outrageous drain on the contractor. The architect’s responsibility to the owner should be to discourage alternates as an imposition on both the architect and the contractor — a sort of double service for one fee.

In the June issue of Harper’s magazine there is a rather startling article by Mr. Daniel N. Friedenberg, a real estate operator, predicting a coming bust in the real estate boom. To put it mildly, this article by Mr. Friedenberg has stirred up a great deal of discussion. Mr. John Crosby, in the New York Herald Tribune of Wednesday, May 31, in commenting on the context of the Friedenberg article, comes to the conclusion, and I quote, “Real Estate speculation has always attracted some of the biggest scoundrels in the world.”
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Crosby also refers in his article to a vast number of what he calls “sleazy” buildings that have gone up.

While I am not yet ready to join with these estimable gentlemen in their predictions or castigations, I do, on occasion, ask myself as to where the architect is deficient in his obligations to his clients, and if he is doing all that he should toward trying to preserve some sense of aesthetic values for his community as a part of his overall responsibility as an architect.

One may rightly ask also, if the architect is performing his full responsibility when he acquiesces to a design and plan which is nothing more than a series of drawings showing a maximum land use enclosed in an outer shell of thin veneer skin which someday may leak like a sieve. Is he performing his professional duties and responsibilities to the owner when, solely because of the cost factor he permits a defective air conditioning system to be designed by his engineers and approves shop drawings without test, which may substitute inadequate mechanical equipment for the specified items?

Is the architect performing his professional duties in accordance with Institute standards, when he certifies upon completion of a structure that it is in full accord with his plans and specifications, when he is fully aware that substitutions have been made by the owner during construction without his advice or consent or should we recognize that possibly there is something wrong. Wrong, not only inside the profession, but outside as well. If the level of remuneration we receive from our client-owner is not adequate, then are we morally wrong in accepting a low commission to perform an incomplete service when we know in advance the fee inadequacy makes it impossible for us to fulfill our responsibilities and obligations.

While I reiterate my disagreement as to the coming bust in the real estate boom, predicted by Mr. Friedenberg, I do venture an opinion that unless we submit ourselves to a re-evaluation and self-analysis, we will certainly find a growing appeal to owners to use unit design-construction services, on the assumption they will receive a greater degree of responsibility from the architect-engineer-builder. This is, of course, a fallacy, for even with some apparent weaknesses, the architect of integrity — and he is still in the great majority — holds his responsibility to his client-owner as a professional duty and trust to be maintained impartially, unmarked by any selfish profit motive.

Every profession bears a national responsibility beyond the individual’s response to the routines of his calling. The measure of such responsibilities is the measure of his professional stature and professional freedom. If we architects fail, we become nothing but employed technicians; not a profession, but a trade.

The answers, I hold, are up to us. I am positive we can and will meet the challenge.

Thank you, Mr. Prince . . . .

the EDITORS.
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