

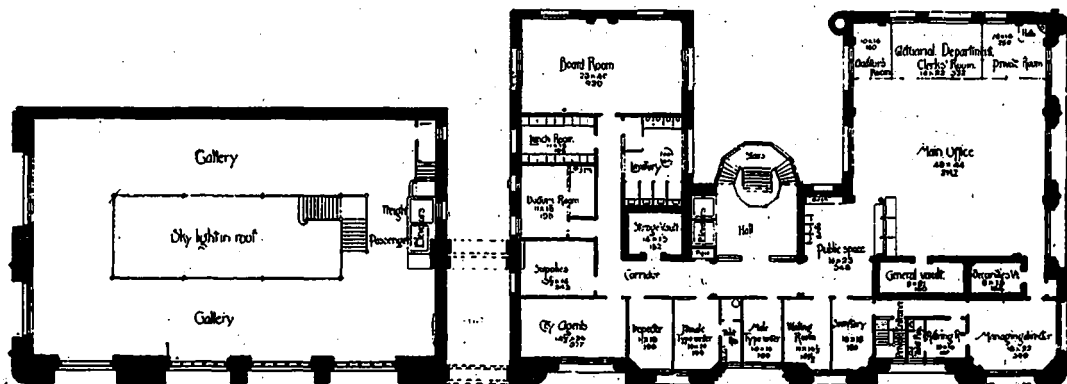
THE RELATION OF AN ARCHITECT TOWARDS CONTRACTORS.

By G. F. STALKER.

THE "divided duty" of an architect (referred to in the October number of the CANADIAN ARCHITECT AND BUILDER), commences with the signing of the contract. This in fact is the introduction of the contractor to the proprietor and architect: to the proprietor, as to the one for whom he is about to execute certain work; to the architect, as to the one from whom he is to receive his instructions for that work, and whom he is willing to accept as the judge between himself and the proprietor. This is an important point to be understood at the very outset of the negotiations. A contractor is not bound to enter into a contract to erect a building, or even to tender for it if he is not satisfied with the ability and impartiality of the architect who has been engaged to prepare the drawings and specifications. But, having tendered for the work, and having signed the contract for it, it is altogether unreasonable that he should afterwards raise objections to the decisions and requirements of the architect, unless they are manifestly unfair. It is a common impression among contractors, that the architect is bound to get as much out of them for the proprietor as he possibly can; and so will require them to do work far in excess of that they have contracted for. On the other hand, proprietors often imagine that architects and contractors are in league together, that the work will be "scamped," and the vultures share the spoil be-

made whereby the several contractors can at all times have access to them. They should never be off the works from the commencement till the completion. There should follow, always well in advance of the work, such portions as are specified to be done according to details. It is the custom in many offices in the old country to have these details prepared and copies made of them immediately after the contract is signed, so that the contractor is never kept waiting for them. Other details of course may be required which cannot well be prepared so far ahead, but which, nevertheless, should be given as soon as they are wanted. By this means the architect will perform his duty towards his client, and give the contractor every opportunity of proceeding with the work expeditiously, and without cause of complaint.

But the "sinews of war" must also be provided, and so progress estimates must be given at stated intervals. Unfortunately the relations between the architect and the contractor are often strained in regard to this matter. Naturally the contractor will be anxious to get an estimate for as large an amount as possible, while the architect is, in many cases, inclined to keep back more than is necessary or right. The better plan is, before the work is commenced, for the architect and contractor mutually to agree upon an equitable basis for progress payments, and to stick to that throughout. It is also advisable that the proprietor should be apprised beforehand that a certificate will be presented to him on such a date, in order to avoid any hitch,



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tween them. What a pleasant position this is for a gentleman to be in! Does it never occur to the minds of proprietors and contractors that it is equally repugnant to the moral sense of an architect to exact more or less than is agreed upon, either for the benefit of one or other of the contracting parties? That there have been instances where proprietors on the one hand, and contractors on the other, have been improperly treated at the hands of the architect, it is, unfortunately, necessary to admit. But such instances are by no means common. The principle of fair dealing may be said to be almost inoculated into architects, and any divergence from that principle may safely be considered a kind of freak. Contractors, therefore, will act wisely, when they have signed a contract, to work far in excess of that they have contracted for. On the other hand, proprietors often imagine that architects and contractors are in league together, that the work will be "scamped," and the vultures share the spoil be-

On the signing of the contract, the architect should hand to the contractor the copies of the contract drawings and specifications. In cases where there are several contractors, it is impossible that each can be supplied with a complete set of drawings and specifications. Arrangements, however, should

in regard to its payment.

As the building proceeds, the contractor is sometimes tempted to suggest changes here and there. An architect, however, must allow of no interference either with plans or specifications. His thinking has already been done, as far as they are concerned, and he now occupies himself only with seeing that they are faithfully carried out, and the contractor must be given to understand this most clearly. He must also have it made clear to him that, as is sometimes done, to suggest any change, or "improvement" to the proprietor, he is going altogether out of his sphere. His business is to carry out what he has agreed to carry out, and the architect's business is to see that he does it. Any alteration of the plans or specifications, must only be made at the suggestion of the proprietor or the architect, and for which the contractor must have the authority of the architect in writing. It is most important that contractors should know and act up to this, and that they should insist upon receiving such written authority before carrying into effect any alterations. And in all cases, where it is possible, the architect should obtain in writing from the contractor the amount to be added to or deducted from the contract sum, by reason of the proposed change. A strict adherence to this is the only sure way to avoid disputes and delays at the settlement.

Then, in carrying out the work, the contractor has it in his