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PRINCIPLES OF PROFESSIONAL PRACTICE

AFTER the mid-western meeting of the A.S.L.A. at Akron, Ohio, in June, I fell into a discussion with some of the younger members upon certain principles which underlie the distinction between professional practice and unprofessional practice. At their request, I have written down some of the points we discussed. There is nothing new in what I said; nothing but what can readily be deduced from the definition of a "landscape architect in good standing," as given in the constitution of the Society; but such a restatement of principles may be a help to clear thinking.

Clear thinking in regard to a few fundamental principles is the only guide required by a man of honorable motives in dealing with the sometimes perplexing questions that give rise to "codes of professional ethics."

No elaborate formal "code" is really necessary for a clear-thinking honorable man; no such mechanical list of rules can safely be substituted for clear thinking; and no such code will suffice to control the few men whose motives are dishonorable. That is why I am glad our Society does not attempt to set up any formal detailed code of professional ethics, and also why we ought occasionally to discuss some of the basic principles, so as to keep our conceptions clear and in reasonable harmony throughout the profession.

At Akron we were discussing more particularly that part of the field of professional practice which borders upon the *un*professional business of contracting for the execution of landscape work or supplying of materials for that work. The essential distinction to be kept in mind about this subject seems to me the following:

In the execution of every work of landscape architecture there are involved two functions, wholly distinct in character, though often combined by one individual in a single act. One function consists of the performance of a great variety of mental and physical operations,

ranging from the most subtle perceptions and imaginings of the designer to the most mechanical labor of the wheelbarrow pusher; including the exercise of all degrees of executive authority in marshalling the labor of others, whether exerted by landscape architect, by foreman, by contractor, by dealer in plants or paving-stones, or by any one else who accepts any share of executive responsibility for anything necessary to the successful attainment of the desired results. The agents who perform these various mental and physical operations are entitled to a fair compensation for the service rendered, and there is nothing essentially unprofessional in personally performing any or all of the services required in the completion of this function, or in accepting compensation for the same, provided there is no mingling in of the second function. This second function is the acceptance by one or more principals of financial responsibility for the cost and for the results of the mental and physical operations of the various agents who are performing the first function.

The simplest example of the distinction between the two functions is, perhaps, where the owner of a piece of land retains the entire financial responsibility of a landscape operation and delegates the entire responsibility for design and execution to others. Suppose the owner employs a man at so many dollars a day, instructs him to improve the appearance of the land by cutting out superfluous plants and transplanting others as he may see fit, and then takes no further part in the operation except to pay the cost. The owner takes the entire risk that the work may take longer and therefore cost more than expected, and he takes the risk that the man, while acting as his agent, may negligently fell a tree upon a passing traveler and render his principal liable for a few thousand dollars damages. The relations remain essentially unchanged if the owner puts under the man's command a gang of laborers who happen to be in the owner's employ, in order to assist the man and expedite the work. The man's relation to the work in either case is eminently proper for the most scrupulously professional land-

scape architect, even though it be one in which a working gardener more often finds himself. I recall at least one instance in which I was employed to advise in regard to improving a certain view, and found that I could best serve my employer by taking an axe in hand and cutting first one tree and then another until I was satisfied with the view and the job was done. Nothing would be better for the quality of each piece of landscape work, which, after all, is the prime measure of professional excellence, than the personal performance of a larger share of the operations by the landscape architect, instead of his delegating to others so much as is usually necessary.

There is absolutely nothing unprofessional about doing any kind of mental or physical labor involved in the execution of a piece of landscape work, or in receiving any amount of compensation, no matter how small or how great, for rendering such services, provided that the professional man does not relieve the owner of performing the second function of carrying the financial risk.

But generally an owner is unwilling to take the entire financial risk. He can now-a-days readily transfer that portion of the financial risk which arises from the liability of accidental injury to the persons and property of others, by paying an insurance company to assume that liability. But if he wants to avoid the risk that the work may be unexpectedly costly, for reasons other than the occurrence of accidents which involve payment of damages, he must ordinarily make a contract with some one to produce the desired results at a specified price.

It is obvious that the man who has the largest measure of executive control over a piece of work, and is in a position to vary the methods of work whenever he thinks that he can effect economies by doing so, takes a smaller risk in guaranteeing that the cost shall not exceed a given amount than would be taken by any one who lacks such power of influencing the cost. It is practically inevitable, therefore, that, if the owner wishes to transfer the entire financial risk to other shoulders than his own, he must transfer it to one who will have substantially

complete executive authority and responsibility over the work in question—that is, to an executive contractor.

The owner must pay this man for performing two functions: First, for doing his best as an executive director of the work (which function might, by itself, be performed with entire propriety by any professional man for a fee or salary); and second, for giving a financial guarantee that the cost will not exceed his estimates, and for providing at his own risk working capital necessary for the advancement of the work (which is purely a financial speculation and is distinctly unprofessional). Conceivably the payments for the two functions could be kept separate, as in a form of bid by which a contractor might propose to supply the executive direction of the work for a certain fixed sum or a certain percentage over and above the actual direct cost, without guarantee of the total cost, and might further propose for an additional sum to guarantee that the cost should not exceed the amount of his estimates. But such a distinction is practically never made, and is, in fact, arbitrary. Who shall say with accuracy how much of the margin between a contractor's actual costs on a job and the price which he contracted for should be credited as salary to pay for his efficiency as an executive in keeping down the costs, and how much should be credited as the speculative earnings of the capital which was risked on the venture? And who shall say how much ought to be credited to the performance of a third function, which is introduced in the making of a contract, although it has no such essential connection with the doing of the work as have the two functions previously considered? This third element of the margin between cost and contract price is the compensation for a relatively high degree of skill in bargaining as compared with that of the owner or his representatives. The "slick talker" who can "put over" a contract with a fat profit in it ought, in any exact system of bookkeeping, to credit some of the profit to his bargaining ability.

These three main elements of what is ordinarily called a contractor's "profit"—viz., compensation for personal services actually ren-

dered on behalf of the owner, compensation for the loan of working capital and for risk of loss through failure to come within the estimate, and compensation for skill in bargaining exerted not on behalf of the owner but on behalf of the contractor as opposed to the owner—these three elements are not only lumped together, but even their total is normally covered up and hidden in a lump-sum contract; just as it is in the sale of merchandise, whether it be nursery-stock or pianos. Where the margin above cost is thus hidden, the owner or purchaser is free to tickle himself with the belief that the contractor's profit is small.

Those owners who have a great conceit of their own bargaining powers, and who would rather take their chance of being badly humbugged than have the cards on the table, and thus lose the glittering hope of getting something for nothing, are apt to be especially ready to close with a lump-sum-contract proposition, without the safeguard of competitive bids based on uniform and effective specifications. It is mainly lack of sophistication that makes so many people ready to close with the offer of a contractor or nurseryman to design and execute "improvements" for a lump sum, and that makes them suppose they will have to pay "two profits" if they first employ a landscape architect and then go to a nurseryman for plants or to a contractor for executing the plans. They need educating to the fact that the contractor's or nurseryman's "profit" normally and on the average includes the three elements above discussed, includes them in a manner which covers them up, and includes them as parts of a large sum of money of which they form an unknown proportion, and perhaps in any given case a large proportion. On the other hand, the landscape architect, if he is conducting his business professionally, so separates his charge for services, including anything that could be called in any sense his "profit," from all other costs involved in the work that the owner knows the absolute limit of his compensation, and can judge whether it is a fair payment for service rendered. And in so far as a landscape architect renders good service, his employment relieves any con-

tractor employed from the necessity of doing the landscape architect's work, and correspondingly cuts down the cost of the contractors' services.

Although beyond the purpose of this article, it would be interesting to discuss methods of educating landowners to understand wherein the service which a landscape architect can render, apart from tending to give better results, is apt even for the same physical results to make a reduction in the total cost, viz., for labor and materials, for landscape architect's services as designer and executive, and for contractor's services as executive, as financial guarantor, and as a maker of shrewd bargains. To be quite frank, this reduction of cost for the same physical result is not apt to happen in the case of a small job with a contractor who is scrupulously fair and reasonable in his prices. The return to the owner in such cases must be in getting something better for his money, not in paying less. The opportunity for reducing costs comes chiefly in those cases where contractors and nurserymen are ready to charge "all the traffic will bear."

The essential strength of the "professional" landscape architect's position, the thing that in the long run is going to convince owners that it pays to employ him, lies in the fact that his only source of income in connection with a job is the open and known payment that he receives from the client for his mental and physical effort on behalf of the client, so that his relation to the owner is like that of a loyal employee, who wants a good salary, of course, but who, in return for the salary agreed upon, will guide his conduct by regard for no interests except those of his employer.

In so far as a man allows himself to be drawn into a position where he is taking speculative chances in connection with landscape work, it means that he must either collect speculative profits to pay him for taking the risks, or else that he is headed for bankruptcy. There is nothing dishonorable in taking speculative chances and collecting speculative profits, as is done in the contracting business, but a man who is

doing that kind of business is not in a position to identify his interests exactly with those of the owner for whom he is working, and he thereby loses a great element of the professional man's value to his clients.

There is, then, nothing inherently unprofessional (although it may involve a dilution of artistic effort) when a landscape architect performs any or all of the executive functions characteristic of a contractor, just as there is nothing unprofessional in manual labor. Some thoroughly honorable and punctilious members of the A.S.L.A. have even based their compensation for such executive services, as do contractors under the cost plus percentage system, upon a percentage of the cost of labor and materials. The one thing which distinguishes them from contractors operating under the cost plus percentage system is that they do not pay the employees and material-men with their own money, but merely approve the bills and payrolls for payment out of funds supplied by the owner.

The breach of professional standards comes through assuming financial liability for the cost and results of landscape work, and it comes because that speculative liability carries with it the necessity of striving for speculative and indeterminate profits.

If an owner insists, as he very properly may, that he shall have a financial guarantee that the work proposed by a landscape architect will be completed within a given sum, it is of course a simple enough thing, in principle, to obtain a bid from a financially liable contractor for doing the specified work for a fixed sum. And surely the owner ought to be better off with such a contract based on definite plans and specifications than he would with a lump-sum agreement from a contractor or nurseryman to "improve" the place without having any definite plans drawn in advance. The troubles and disappointments where landscape architects submit contractors' bids as the guarantee of their estimates have been due mainly to the fact that contracts based on landscape architects' plans and specifications, although they may be definite enough, are often not sufficiently inclusive, and are followed by

disconcerting "extras." The vaguer contract of the nurseryman, made without complete plans and specifications, permits him to leave out or cheapen some of the things he originally intended to do in order to include more essential things which he failed to think of at the start. The only remedy for this trouble is, of course, for the landscape architect to be more careful, and to make a liberal and deliberate allowance for contingencies.

A competent and careful landscape architect who sets out to do so can earn a reputation, such as a very limited number of architects have secured, of always getting a job done within the limits of his estimate. It means only that he must be careful and skilful in estimating, must include a reasonably large allowance for contingencies, and must keep the items of work which he undertakes sufficiently flexible to be sure of having no unfinished items hanging over when the limit of cost is at hand. A landscape architect who could say that in his last ten jobs the costs had not exceeded his estimates by a dollar, and could prove it by reference to satisfied clients, need not greatly fear the competition of a contracting nurseryman.

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