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MAY/JUNE 2004

Palmer Events Center

p. 20

PLUS

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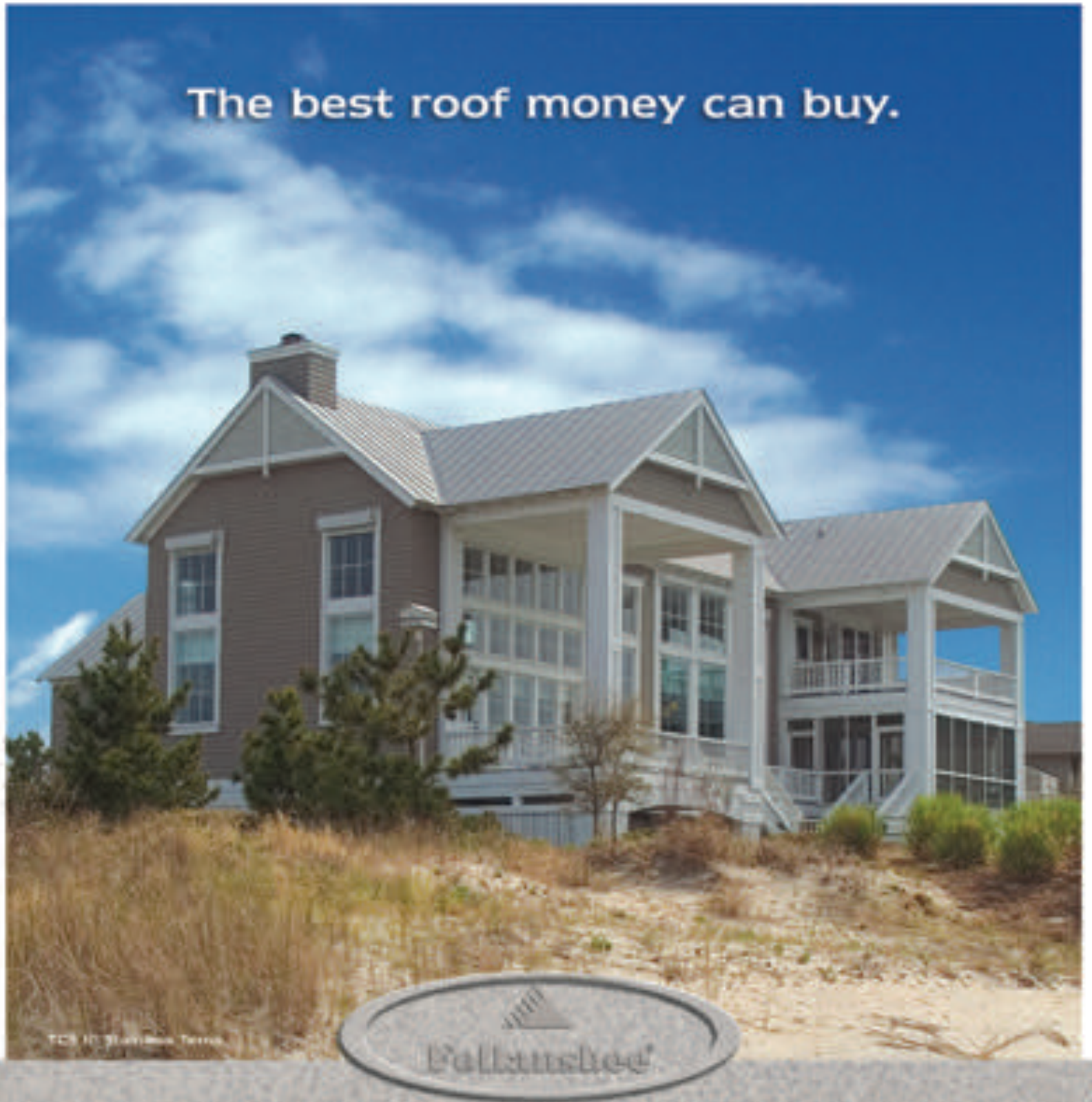
Dallas Convention Center



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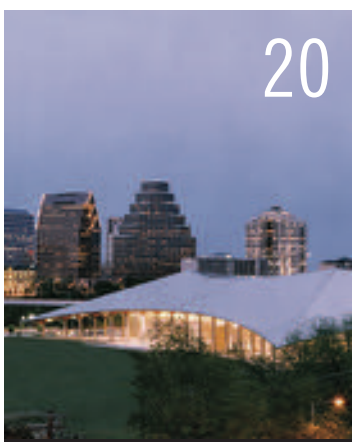

ON THE COVER
Lester E. Palmer Events Center, Austin, by Barnes Taniguchi Centerbrook Joint Venture; photo by Jeff Goldberg/Esto

TexasArchitect

May/June 2004 **Volume 54, Number 3**

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Jefferson Ideal

Once-prosperous inland port holds on to her heritage but plans for the future.

The fortunes of Jefferson, an antebellum gem cradled in the timberlands of far northeast Texas, are, for the most part, spent. What remains of her past wealth, earned from steamboat trade with New Orleans that flourished more than a century ago, is an architectural heritage as sumptuous as it is genuine.

Jefferson's golden age was brief, opening robustly in the 1840s and closing abruptly about 30 years later when she was at her zenith, surpassed in Texas only by Galveston in volume of commerce. Cotton was her principal downstream export, with steamboats returning to the wharves along Big Cypress Bayou laden with materials and furnishings that the local gentry used to build and adorn their stately homes. But her short-lived prosperity ended in 1873 when a new railroad significantly reduced Jefferson's market share of regional trade. Then, in November of that same year, a crucial lowering of the region's water table effectively shut down Port Jefferson. "Grass will grow in the streets of Jefferson," that apocryphal declaration attributed to rail magnate Jay Gould, neatly foreshadowed the demise of what once had been the state's busiest inland port.

Today, the legacy of Jefferson's heyday endures in its many venerable structures, more than 60 of which are listed in the National Register of Historic Places. Their conditions run the gamut, but many have been refurbished and remodeled to accommodate their owners' modern needs. The majority of Jefferson's historic homes are a local interpretation of Greek Revival, the architectural style fashionable among the affluent slave-owning families of the Deep South in the four decades leading up to the Civil War. Fewer in number, but equally remarkable, are the surviving examples of residences built in the late 1860s and early 1870s in the more grandiose and more vertical Victorian style.

Tourism, particularly since the early 1970s, has stimulated the rebirth of many of Jefferson's formerly decrepit residences and commercial buildings. Each weekend Jefferson's hotels and streets fill with visitors from Dallas and elsewhere.

But tourism alone cannot sustain Jefferson. Fortunately, the local non-profit Jeffersonian Institute focuses on Jefferson's future more than its past. The group's mission, says Jesse "Duke" DeWare IV, the institute's president, is to "build a twenty-first-century pedestrian community with global technology" wired for worldwide communications that retains its network of narrow streets, intimate spaces, and the surrounding natural environment. "We have a historic fabric in our architecture," DeWare says. "What we do is expand on it to give the town a personality unlike that of any other community. In a sense, we're trying to build on what we have." He says his group realizes that the town's architectural integrity must be protected from attempts to recreate the past or to create something that is not sympathetic to the spirit of Jefferson.

The influence of New Orleans shows in the 1852 Planters Bank, as photographed in 1966. It's been restored in recent years; photo courtesy Library of Congress, Prints and Photographs Division, Historic American Buildings Survey.

Several historic towns come to mind where the zeal to promote tourism has eroded and diminished the distinct character that once made them unique and appealing. Jefferson is vulnerable, too, and with a new wave of development activity starting to pick up speed, the town of 2,200 could be on the brink of significant change. While her luck may be about to change, the architectural vestiges of her earlier fortunes will remain Jefferson's most prized possession.

STEPHEN SHARPE

Dissolving the Exterior of Future Opera House Would Create a Unique Venue, Designer Says

The design by Foster and Partners for the Carré d'Art (completed in 1993) in Nimes, France, may hint at the firm's plans for the Winspear Opera House; photo courtesy Foster and Partners.

DALLAS On June 9, the Dallas Center for the Performing Arts Foundation is scheduled to unveil the design of two performance venues planned for the Dallas Arts District. The larger of the two is the Margot and Bill Winspear Opera House, a 2,200-seat theater designed by London-based Foster and Partners. Spencer de Grey is the lead designer for the project, one of five components to the future Dallas Center for the Performing Arts complex. Estimated to cost $275 million and scheduled to open in 2009, the complex also includes the City Performance Hall, the Annette Strauss Artist Square, and the Grand Plaza. The fifth component is a 600-seat multiform theater being designed by Joshua Ramus of the Office of Metropolitan Architecture in Rotterdam. Ramus' design for the multiform theater also will be presented on June 9. Ramus and de Grey collaborated on the master plan for the DCPA complex which is sited between the new Nasher Sculpture Center and the Meyerson Symphony Center.

Russell Buchanan, AIA, recently interviewed de Grey about his ideas for the Winspear Opera House and the master plan.

During the development of the master plan the location of the Winspear Opera House and the multiform theater changed. What impact does this new location have on the design of the opera house?

The opera house by definition is very acoustically controlled and has a lot of building separation in terms the internal spaces from the outside. In addition, the opera house is a large facility with complex servicing requirements. By placing the opera house in the new location [north of Flora Street], the building provides a very useful buffer from the noise of the freeway into the grand plaza…mainly because it is big, but also because of these acoustic considerations.

In terms of the design of the opera house, we want to avoid the nineteenth-century model where you go in through the grand neoclassical portal. Literally, you have to pluck up your courage to go into the building. We want to break down the barriers between the inside and the outside. We want the relatively modest public facilities like the cafe and the restaurant inside the building to be available throughout the day as well as during performances. We want to encourage informal performances in the foyers that the public can come to without affecting the auditorium. This building is for the community and it's not a sort of privileged stand-alone building, which only people who pay for their tickets can go to.

Based on programmatic requirements, the size and scale of the opera house is considerably larger than that of the multiform theater and the Meyerson Symphony Center. How are you addressing issues of scale in relation to some of the adjacent buildings?

I think in terms of scale, the opera house is actually not dissimilar from the Meyerson. There may be elements of it that are somewhat bigger, but in principle the two buildings are not going to be hugely different in scale. Having said that, you cannot put a new building next to such a distinguished existing building without there being a relationship and a dialogue between the two. In addition, the relationship to the Booker T. Washington High School for the Performing and Visual Arts is very important. I think that the opera house, the Meyerson, and the high school will make quite an interesting complex of urban buildings.

Foster and Partners has a long tradition of pushing the envelope in terms of structure. What are some of the interesting structural aspects of the opera house design?

One of the aspects that we thought was very fascinating here in Dallas for the opera house was this issue of the inside and the outside. The opportunity of dissolving the external wall in some way is a very fascinating idea that would make this opera house unique in the world. I think this idea will have quite a profound affect on the visual and structural design of the external envelope.

What are some of the unique challenges in designing an opera house?

I think one of the unique challenges we face is trying to break down barriers at the social level. We want the opera house to be seen as a cultural activity that it is available for everybody.

I think once you are in the building there is a huge challenge to make that both a dramatic and exciting interior, but also one where it is very intimate. We want the relationship between the performers and the audience to be as strong and dynamic as possible.

Going to the opera should be a thrilling experience. It should be fun. It should be dramatic. You should come out feeling different in some way. It has to be a memorable occasion. And that is a very intangible and quite elusive quality to capture. I think the drama needs to come through in the building.

RUSSELL BUCHANAN, AIA

The expansion will open to a sculpture garden; rendering courtesy McNay Art Museum

Viguier Presents Design for McNay Wing

SAN ANTONIO As recently demonstrated by conceptual renderings, the planned expansion of the McNay Art Museum will radically contrast with the original 1927 Spanish Colonial-Revival mansion that is the heart of this private cultural institution. French architect Jean-Paul Viguier has designed the two-story, 39,000-square-foot building to respond to the mansion's cream-colored stucco exterior and its wrought iron fixtures with a largely transparent envelope of glass trimmed with green stone and bronze-colored metal. Viguier presented his design to the public on April 4.

The new wing will encompass 7,500 square feet of new exhibit space and will nearly double the existing space dedicated to special shows. Located on the east side of the mansion, the site was cleared last year when the McNay board of directors ordered the demolition of the former San Antonio Art Institute. That structure was designed by Moore Ruble Yudell, which received the commission from the McNay board of trustees in 1988. However, construction was never completed even after $5 million was spent on the project. The demolition followed the public announcement in January 2003 of a $7 million bequest to the McNay from the estate of Arthur T. Stieren to expand the museum.

Viguier has characterized his design for the McNay new wing as inspired by the dialogue between the museum's interior galleries and the outdoor spaces, including its inner courtyard, that enrich the McNay's setting on 23 acres of hilltop in Alamo Heights. Prominent in his design is a glass curtain wall overlooking an outdoor sculpture garden that slopes gentle away from the new building. Controlled natural light will be present in the galleries by means of a multi-layered roof and ceiling system that will allow the museum to filter and adjust light for different media.

"Jean-Paul Viguier has demonstrated his respect and value for proper conservation of the museum's architecture and landscape," said Tom Frost, chair of the McNay board. "His conceptual design allows for larger, more flexible space for exhibitions of greater size and variety while maintaining the museum's intimate and unique setting."

The McNay's board unanimously chose Viguier following a search conducted with the guidance of Bill Lacy, executive director of the Pritzker Architecture Prize. The project that caught the search committee's attention was Viguier's 1992 design for the site renovations of the Pont du Gard, the ancient Roman aqueduct near Nimes, France, and its adjacent visitor center and museum. "This project particularly impressed the McNay's architecture search committee for its great sensitivity to the site and the creative use of the landscape's contours to create a low-profile, elegant structure," William J. Chiego, the McNay's director, said.

A self-proclaimed modernist, Viguier is also known for the 33-story Sofitel Water Tower Hotel in Chicago, completed in 1998, and a museum of natural history in Toulouse, the architect's hometown in France.

In late 2001, the McNay Art Museum reopened after undergoing a 14-month, $7.2 million renovation. The work brightened the interiors and refurbished the exterior of the 28-room former villa designed by Atlee and Robert Ayres for arts patron Marion Koogler McNay.

STEPHEN SHARPE

Of Note: Austin Cancels Museum

AUSTIN In February, citing the difficulty in raising the necessary $43 million, officials of the Austin Museum of Art abandoned their plans to build a new downtown facility that had been designed by Gluckman Mayner Architects of New York. The museum's design, presented to the public in the late 1990s, generated much applause from locals, but that was during the city's high-tech boom. In 2002, following the cooling of the local economic climate, the fundraising campaign was put on hold. Gluckman Mayner's design featured a cantilevered overhang on its third level that shaded a plaza, as well as a roof terrace offering dramatic views of the downtown skyline.

PHOTOS COURTESY AIA FORT WORTH

700 Square Foot House & Garden

Yoakum Street Townhouses

2450 Holcombe

AIA Houston Honors 6 Projects

HOUSTON Six projects were recognized with honor awards and 23 with merit awards in AIA Houston's annual design competition. This year's jury included Stephen Kliment, FAIA, former editor of *Architectural Record*; Greg Franta, FAIA, of ENSAR Group in Boulder, Colo.; and Jay Bargman, AIA, a partner with Rafael Vignolli's New York office. A total of 130 projects were entered in six categories: architecture, interior architecture, renovation/restoration, urban design, un-built work, and, for the first time, sustainable architecture.

The chapter's design committee felt it important to recognize sustainable architecture as an independent category in the light of the importance sustainability carries in design and our culture. The new category yielded some projects being recognized multiple times. This event became an interesting topic for debate among the jurors.

Honor awards went to:

• 700 Square Foot House & Garden by Mark Schatz, AIA—This small two-story house consists of an entry space, kitchen, living room, dining nook, rolling library, bathroom, linen and laundry, bedroom, wardrobe, and a small teahouse.

• Yoakum Street Townhouses by Wittenberg Oberholzer Architects and Susan Wittenberg — The project consists of two townhouses located in Houston's Museum District. The interconnected houses share a common pool and courtyard that also serves as a motor court for the rear unit.

• SpawGlass Corporate Offices by Kirksey — Winning honors in both architecture and sustainable design, this building originally was intended as a basic design/build tilt-wall office building, the goals changed dramatically with the decision to build an environmentally responsible building.

SpawGlass Corporate Offices

Cy-Fair College Campus Plan

• 2450 Holcombe by W.O. Neuhaus Associates, Architects — The former Nabisco Bakery, built in 1948 and encompassing a 21-acre site, serves Texas Medical Center by housing offices, laboratories, and classrooms for higher education.

• Cy-Fair College Campus Plan by Gensler—A new comprehensive community college campus, with landscaping reminiscent of the Katy Prairie, is designed to accommodate 10,000 students in six buildings on a 200-acre site northwest of Houston.

Merit awards went to:

• ExxonMobil Chemical Conference Center by Bailey Architects

• Republic Square Asian Diner by Sherry Tseng Hill, AIA

• METRO Light Rail Maintenance Facility by Powers Brown Architecture

• Colquitt Street Studio by Val Glitsch, FAIA

• METRO Texas Medical Center Transit Facility by Rey de la Reza Architects, Inc.

• Private Residence by Stern and Bucek Architects

• Redstone Golf Club by Kirksey

• The T. Gerald Treece Courtroom, South Texas College of Law by Gensler

• Parc V Condominium by Berkebile Nelson Immenschuh McDowell Architects

• Society for the Performing Arts Corporate Offices by Kirksey

• The Kinkaid Theatre by Morris Architects

• Architect's Office by Ray + Hollington Architects

• 22nd Street Lofts by Nonya Grenader Architect

• 1206 Nance Street Renovation by m ARCHITECTS

• Vein Center Houston by Morris Architects

• Joe Barnhart Bee County Library by Bailey Architects

• Two Homes/Two Offices by Collins Architects & Construction Co.

• Trinity Episcopal Church Restoration by Hill Swift Architects

• METRO Light Rail Station Platform Prototype by HOK-Houston

• METRO Light Rail Stations, Line Section 4 by Natex Architects

• IBM/Tivoli Corporate Headquarters by HOK-Houston

• American Heart Association, Texas Gulf Coast Regional Headquarters by Kirksey

In the On the Boards category, the "Best of Show" award went to Brochstein's by Amanda Tullos, a student at the University of Houston, and merit award were presented to Suburban Homesteading by Collins Architects and Construction Co. (Rodney Collins, AIA) and Houston Public Library—eLibrary Prototype by m Architects (Michael Morton, AIA).

DAN SEARIGHT, AIA

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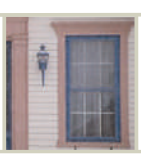

Daryl Johnston
former Dallas Cowboy

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Group Lists Endangered Places

Thirteen landmarks made Preservation Texas' inaugural list of the state's most endangered historic places, sites that the group considers uniquely representative of Texas' diverse cultural, geographic, and architectural history. All are imperiled by neighboring development, neglect, and threat of demolition. The list was announced on Feb. 19 by Preservation Texas President Elizabeth Grindstaff.

In West Texas, the adobe structures of Presidio County built by Anglo settlers along the Chihuahua Trail are vanishing through neglect, erosion, and development. Neglect also threatens Albert Fall Mansion in El Paso, the two-story Classical Revival residence, once the home of the Secretary of the Interior under President Warren G. Harding.

The Memorial Coliseum of Corpus Christi, designed by architect Richard S. Colley, joined a now-demolished civic center complex in 1954. Noted by the Design Award Jury of *Progressive Architecture* magazine for its extraordinary preconstruction design, the building is vulnerable to destruction by the City of Corpus Christi. Elsewhere in South Texas, the George Kraigher House in Brownsville – the only Texas home designed by the internationally renowned modernist Richard Neutra – has suffered years of neglect and vandalism. Economic challenges plague multiple buildings in architecturally rich Rio Grande City, including the Samuel Julian Stewart House, the LaBorde Hotel, and the Silverio de la Pena Building. Many of these buildings are part of a historic district proposed for listing in the National Register of Historic Places. The Gonzalez and Cyneo Houses in San Antonio, the last residences built in the Laredito style, are threatened.

Houston's Sacred Heart Co-Cathedral, a cruciform Gothic Revival building by architect Olle J. Lorehn that has served Irish immigrants since 1911, was deemed "unsound" by the local diocese and faces demolition within three years. The 18-story Prudential Building, the first high-rise constructed outside the downtown by local modernist architect Kenneth Franzheim, is at risk for destruction by M.D. Anderson Cancer Center, owner of the property. The Ammon and Rachel Underwood House in Brazoria County, dating back to the early Republic of Texas days, faces environmental threats of erosion and the redirected course of the Brazos River.

Completing the list are the Sabine Farms Community Center in Harrison County, the lone surviving building in the only New Deal Resettlement Administration community west of the Mississippi built for African-Americans; Dallas High School, the oldest high school building in Dallas and the only part of the original campus not demolished by a private developer; and Bob's Oil Well (circa 1930s), a tourist landmark at the intersection of two heavily traveled West Texas highways near Matador.

Preservation Texas also focused attention statewide to early- to mid-twentieth-century working class neighborhoods. Most of these neighborhoods reflect the essence of a generation of working families in local industries, and though some are listed in the National Register of Historic Places, they are threatened by abandonment and destruction.

Preservation Texas, Inc., a statewide partner of the National Trust for Historic Preservation, works in tandem with the Texas Historical Commission's Historic Endangered Landmarks Program to educate and advocate conservation of the state's historic resources.

BRIAN FEE

The Underwood House in Brazoria County is threatened by the redirected course of the Brazos River; photo by Gerald Moorhead, FAIA.

Galveston Homes Open for Tours

Historic Homes Tours will survey four privately owned homes within Galveston's Historical District. Tours are scheduled from noon until 6 p.m. Call Custom House at (409) 765-7834 for ticket information. MAY 1-2 and 8-9

Goff Centennial Celebrated

A commemoration of the centennial of visionary architect Bruce Goff's birth – paired with the 137th of Frank Lloyd Wright's – will begin in Bartlesville, Okla., at the Wright-designed Price Tower and conclude at the School of Architecture of the University of Oklahoma in Norman. Buildings designs by either Goff or Wright, films of Goff made by a German producer, and other works will be exhibited. Contact *friends@kebyar.com* or call (404) 237-8031 for more information. JUNE 5–8.

Designs Unveiled for Performance Venues

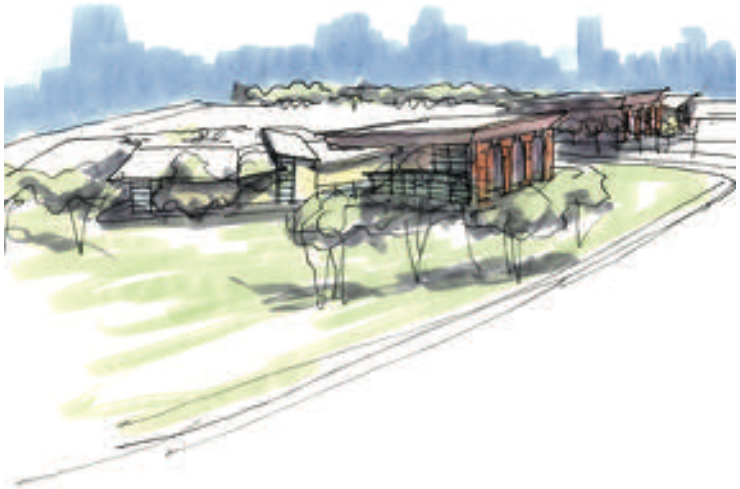
The Dallas Center for the Performing Arts Foundation will unveil concept designs for two future performance venues during a public presentation at the Belo Mansion, 2101 Ross Avenue, in the Dallas Arts District. Admission is free. The first presentation, scheduled from 10 to 11:30 a.m., will focus on the concept for a multiform theater designed by the Office of Metropolitan Architecture. From 1 to 2:30 p.m., concepts will be presented for the Margot and Bill Winspear Opera House designed by Foster and Partners. Visit *www.dallasperformingarts.org* for more information. (See page 7 for related news article.) JUNE 9

Latin American Art at MFAH

Inverted Utopias: Avant-Garde Art in Latin America at the Museum of Fine Arts, Houston pulls together over 200 works by 67 artists of Mexico, South America, and the Caribbean. It is the first exhibition in the U.S. devoted to the brilliant, innovative contributions of Latin American artists to the twentieth century avant-garde movement. Call (713) 639-7300 or visit *www.mfah.org* for more information. OPENS JUNE 20

Menil Exhibits Lambri Photos

The Menil Collection features Luisa Lambri: Locations, a collection of photographs of architectural interiors, including the Menil House (1951, by Philip Johnson) and various projects throughout the Americas. The exhibit is presented in conjunction with Fotofest 2004. Call (713) 525-9400 or visit *www.menil.org* for more information. Free admission. THROUGH JUNE 27



Fire Station No. 49 and Mystic Park Branch Library

The architects' goal for the new fire station and library on Mystic Park Street in San Antonio is to create two facilities compatible in design that maintain their autonomy of function and image. Masonry, glazed masonry in patterns, and glazing form a compatible architectural vocabulary, and sloping roofs allow abundant light into both buildings. Each includes a large pylon element that announces the facilities with signage and identification. The library integrates with the major landscape feature, a grove of large trees in the northwest corner. Parking for the library is located in the rear of the project, diminishing its impact from the street and park. Alamo Architects worked with local artist Henry Rayburn in developing a special treatment for a facade incorporating a playful library sign and an intricate perforated metal screen with an overlay of shading and patterns. The project is scheduled to be completed in winter 2004.

W Dallas Victory Hotel and Residences

The 33-story hotel and condo tower will serve as the centerpiece of the next phase of the 72-acre Victory development adjacent to the American Airlines Center. HKS Inc. is the design architect for the project that is expected to open in late 2005. The $100 million W Hotel mixed-use development plan includes a 251-room hotel, street-level retail, and 94 luxury residences. The hotel consists of a 10,000-square-foot spa, pool, and fitness facility, 11,000 square feet of meeting space, and a rooftop bar. The hotel will also include 25,000 square feet of street-level retail and an additional condominium development mid-rise above the retail and parking center. The project is being developed via a partnership among Hillwood, Gatehouse Capital Corporation, Starwood Hotels & Resorts Worldwide Inc., and Southwest Sport Realty. Phase one of the Victory development was completed in July 2001.

Long Center for the Performing Arts

The transformation of the Palmer Auditorium on Town Lake in Austin into the Long Center for the Performing Arts will remove the iconic dome but will retain the perimeter ring of beams and columns around the 1959 facility. The concept for the Long Center, by TeamHaas Architects, represents a scaled-back approach to a project originally designed by Skidmore Owings & Merrill that was scratched last year due to its $125 million price tag. TeamHaas, which was partnered with SOM on the earlier design, estimates the cost of its project to be $77 million. The new proposal includes two theaters and a public plaza that will "embrace the building and downtown at the same time," according to lead designer Stan Haas, FAIA. The project is expected to begin later this year with partial demolition of the existing structure. Completion is slated for fall 2007.

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A Merger Gone Wrong: Settlement Ends *Croft v. Gensler*

A written and signed agreement on proposed deal may have kept dispute from reaching courthouse.

by JEFF SANDBERG and STEVEN KENNEDY, AIA

DIGITAL VISION/GETTY IMAGES

IN negotiating the sale of any business, both the seller and the buyer expose themselves to serious risks if they fail to carefully document their specific agreements. The result sometimes can be financially disastrous, and the parties may find themselves in front of a judge. Such was the case with negotiations between William Croft, AIA, of Dallas, and the architecture firm Gensler. An out-of-court settlement in January ended the lawsuit filed by Croft in 2001 after Croft attempted to move his practice from the Croft Compton Company, Inc. (3Ci), to M. Arthur Gensler, Jr. & Associates, Inc. (Gensler).

By way of background, Croft founded 3Ci in February 1995. It quickly became a well-regarded firm in the Dallas-Fort Worth area, with its clients including many high-profile DFW businesses. By 1997, 3Ci's sales exceeded $4 million and 3Ci was named the fastest growing company in the DFW area by the *Dallas Business Journal*.

In 2000, Gensler, one of the world's largest architectural firms, was looking to expand its operations into the Dallas area market and began discussing the possibility of Croft joining Gensler's operations. By early 2001, negotiations had reached a point where Gensler asked, and was given permission, to review 3Ci's business records. The disclosures included 3Ci's project information, personnel records, and bids that 3Ci had submitted for upcoming projects. 3Ci also provided financial information to Gensler. According to Croft, he and Gensler reached a verbal agreement providing for Gensler to hire him. Croft also said that he permitted Gensler to interview 3Ci employees so Gensler could determine which employees it would hire along with Croft. Gensler also informed him, according to Croft, that Gensler did not want to utilize the space that 3Ci was leasing, and Croft subsequently arranged for another tenant to begin occupying the 3Ci leased space.

By March 2001, several 3Ci employees had been hired by Gensler. On March 6, 2001, a Gensler employee sent a Memorandum of Understanding to Croft that contained the terms of employment that were discussed and agreed to between Croft and Gensler. Croft, by that date, had effectively shut down the 3Ci business and was packing his files that were to be moved to the Gensler offices. Then, on March 13, Croft received a phone call from Gensler informing him that Gensler was no longer interested in hiring him. By this time, according to Croft, Gensler had obtained 3Ci's business and operational information and had hired former 3Ci employees.

Croft filed suit against Gensler for breach of contract, negligent misrepresentation, and fraud. A trial was held in late 2003, with the jury awarding Croft $1 million in damages for Gensler's breach of contract, $500,000 in damages for Gensler's fraud, and $2.5 million in damages for Gensler's negligent misrepresentation. In early 2004, the parties settled and the lawsuit was dismissed before the trial judge entered a ruling. While the terms of the settlement, including any payment amount, are not public record, both parties are understood to have incurred substantial attorney's fees and also devoted a great deal of time and energy to resolve the matter.

Croft v. Gensler can be seen as a cautionary tale in which several important lessons can be learned. While most of the lessons may be obvious, such as having any agreements documented clearly in writing, the case demonstrates the legal consequences that may arise when adequate care is not taken during business negotiations.

In the case of *Croft v. Gensler*, the two parties disagreed on whether they had reached a binding agreement. Croft claimed that a verbal agreement was reached in 2001, and that the Memorandum of Understanding documented the terms of that agreement. By deciding in his favor, the jury apparently thought the unsigned memorandum was sufficient. Lesson learned: Parties negotiating a business deal should keep in mind that an agreement to sign a contract in the future is not legally binding.

Also in the Croft case, before any agreement was signed, Gensler was allowed to hire 3Ci employees, 3Ci's office was subleased, and its clients were advised of the pending move. Lesson learned: Don't let the enthusiasm over a new business venture distract you from having the deal reduced to writing and signed before taking actions that cannot be reversed.

In another aspect of the case, Croft allowed Gensler to review 3Ci's financial records, project contracts, new work projections, and other financial and operational information. Lesson learned: At the very least, a written agreement should be executed between the prospective seller and buyer stating that any information provided by the seller is confidential and will not be used by the purchaser other than for its due diligence and valuation activities. The agreement should also require the return of this confidential information if the transaction does not take place.

In conclusion, handshake deals are almost never a good idea when they involve substantial changes to one's business practice. The merger of two businesses, in particular, can pose substantial risks, especially if proprietary information is disclosed. Seeking professional assistance early in negotiations may reduce those risks, while a written agreement signed by all parties is the best insurance against having to argue your case in front of a judge and jury.

The writers practice law in Dallas with McGuire Craddock & Strother, P.C.

Shelter for the City

by DAN WIGODSKY, AIA

WITH the opening in early 2002 of the new Palmer Events Center, the residents of Austin gained more than a new civic meeting and exhibition facility. They now have a new front porch which opens to a broad view of Town Lake and the downtown skyline just across the water.

While the program for the municipal project called for a typical windowless exhibit hall, the architects established a *parti* that created a "pavilion in the park" and worked in cooperation with the owner to surround the entire building with a porch that also functions as rentable exhibit space. In fact, the annual boat show already has used the exterior space to display watercraft with Town Lake as a backdrop. The outdoor space also serves as a venue for concerts and community gatherings, as well as pre-function space for events held within Palmer's main meeting halls.

With massive eaves extending over the porch, the roof not only shelters the outdoor areas but shades the building's glazed areas as well. In addition, the porch visually masks the mass of the building (as well as the rooftop mechanical equipment) and creates a tent-like form that seems appropriate to its park setting. Cost became the deciding factor for the roof's

---

PROJECT Lester E. Palmer Events Center, Austin
CLIENT City of Austin
ARCHITECT Barnes Taniguchi Centerbrook Joint Venture
CONTRACTOR MW Builders
CONSULTANTS Jaster-Quintanilla (structural); Harutunian Engineering (mechanical and electrical); JEACoustics (acoustics); OTM Engineering (telecommunications); Urban Design Group (civil); Archillume Lighting Design (lighting); Kent J. Chatagnier Firm (roofing); Stanley Architects (sustainable design); Project Cost Resources (cost consultant); Austin Permit Services (code compliance); Carl Walker (parking consultant); Winterowd Associates (landscape); ARCHAIC-Joseph and Holly Kincannon (limestone carvings); Twyla Arthur (natural stone mosaics); Pentagram (graphics)
PHOTOGRAPHERS Jeff Goldberg/Esto

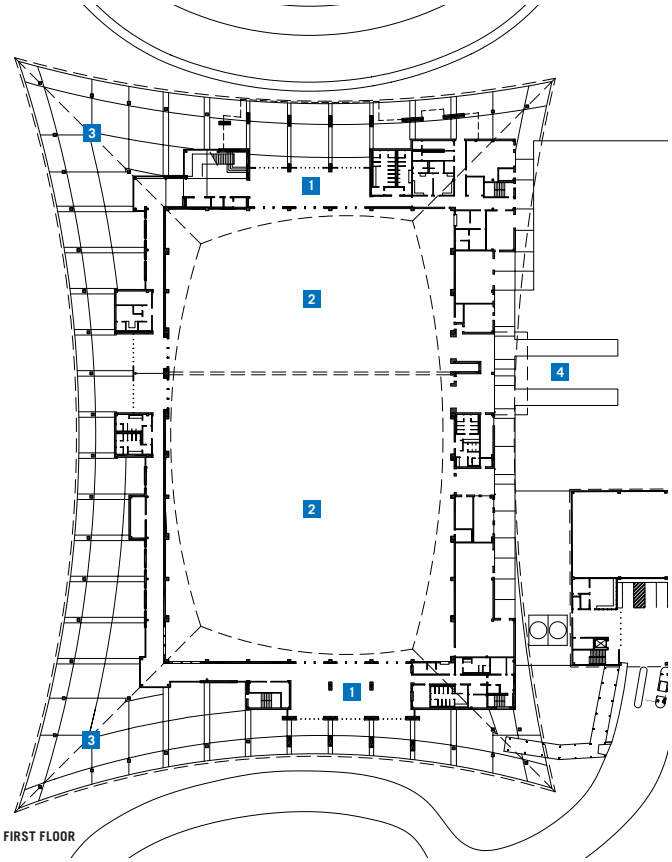
(opposite page) Austin's skyline is the backdrop for the new civic project. (this page) The facility's grand scale enhances the ceremonial entry and the lobby area.

material, and a wood glue-laminated structure was determined to be the most cost-effective option. The glue-lam structure, decked with knotty pine under a standing-seam metal roof, adds a visual warmth to the porch and provides a reference to the trees of the park. As built, the roof creates an inviting, structured sky-vault. The spatial enclosure of the porch is grand in its overall scale, yet intimate in the scale of the boards and their texture. The space is ceremonial in its repetition of columns and height at the center for the building entry. It is also dynamic in its variation in height as it stretches towards the ground at the corners, in the curvature of the upper and lower edges, and in its non-symmetrical shape.

With the large surfaces of rough-cut limestone and industrial standing-seam roof, the building successfully enlarges the traditional Texas Hill Country vocabulary to an appropriate civic scale, without becoming a stylistic caricature. The spatial variety of the porch also adds a civic-scaled outdoor room. As written by the architects, "This arcing roof…conjures an American nineteenth-century tradition of rustic park pavilions—in this case one reinterpreting the unique character of Texas."

The facility contains a total of 130,000 square feet, including the 70,000 sf inside the clear-span "black box" used for exhibits, large meetings, performances, etc. On the interior, the circulation zone surrounding the enclosed hall is quite narrow. Without a rush of people, this space is unusually intimate. The narrowness expands at the center of the north and south elevations to provide for the entry/pre-function spaces, and at the northwest corner with a double-height glazed stair "tower." The views from the north entry are of the Austin skyline across the lake and the surrounding park. In the foreground is the wood decking on the underside of the porch roof as it rises and falls. The ceiling of the interior corridor is sloped in the opposite direction as the porch roof. This not only accommodates the mechanical runs, but also provides a counterpoint to the exterior roof slope while it expands the space towards the exterior view. The corridor finish is in natural maple panels, which adds warmth and an appropriate scale to the space.

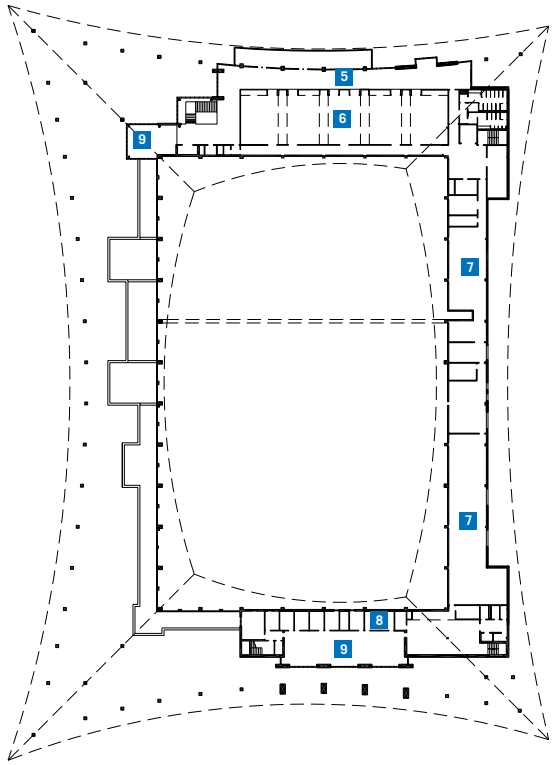
The main hall is straightforward and functional. The perimeter structural grid of



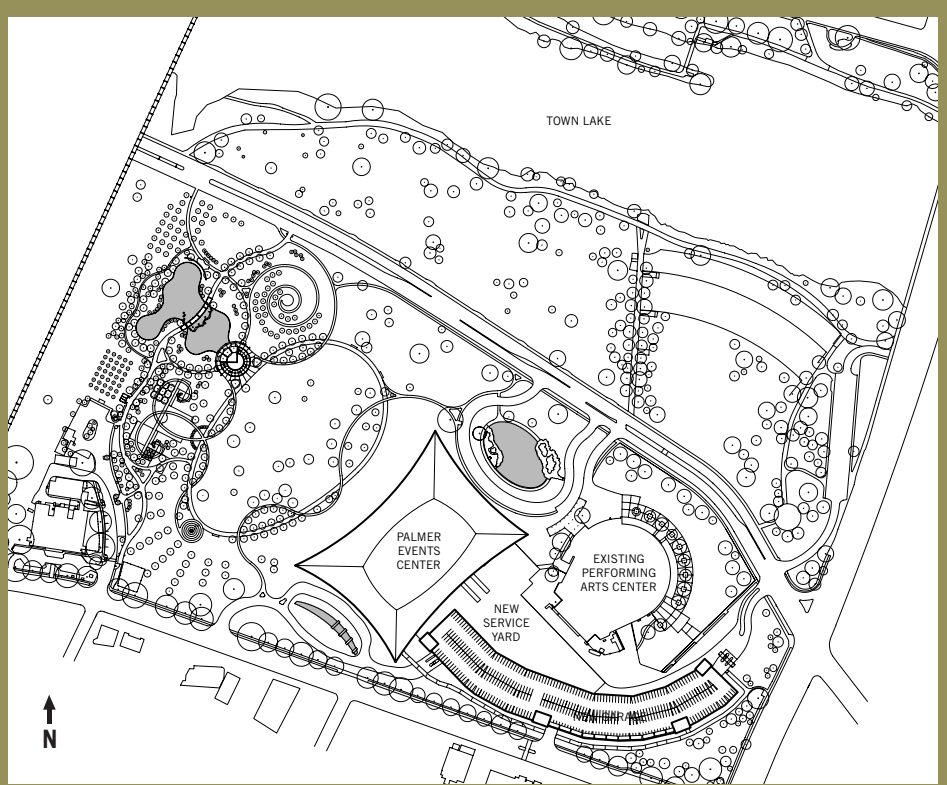
FIRST FLOOR

N

FLOOR PLAN
1 LOBBY
2 EXHIBIT HALL
3 PORCH
4 SERVICE YARD
5 PRE-FUNCTION
6 MEETING ROOMS
7 MECHANICAL
8 ADMINISTRATION
9 OPEN TO BELOW



SECOND FLOOR



Austin's Town Lake Park

The new Palmer Events Center is sited within Town Lake Park, approximately 72 acres of open space just south of downtown Austin and bounded by South First Street on the east and extending west almost to South Lamar Boulevard. The master plan for the municipal park calls for $5 million in improvements tentatively scheduled for completion in October 2006. The design for Town Lake Park, by Austin landscape architecture firm TBG Partners, includes construction of a four-acre Great Meadow (the egg-shaped area at the lower left on the site plan) and several smaller park spaces, including a children's garden area and an observation point atop a 12-foot mound of earth (shown as a spiral on the plan). According to City of Austin Project Manager Robert Holland, AIA, the city's unexpected budget shortfall for 2004 prompted the City Council's decision last year to defer the work on Town Lake Park for two years. The proposed closure of Riverside Drive, which bisects the park from east to west, also has caused city officials to reconsider that aspect of the master plan. Holland said a compromise plan may reduce Riverside Drive from four to two lanes.

STEPHEN SHARPE

Fabric canopies over walkways help soften the hard edge of the multi-story parking garage adjacent to the events center.

concrete columns and beams is exposed and gives the wall scale. The roof structure is painted a medium brown rather than the normal black, which prevents the interior from appearing like a stage set.

Above the first floor corridor are the meeting rooms and offices. In section, this combined height matches the height of the exhibit hall. Contrary to many similar facilities in which the meeting rooms are often bland and undefined, the meeting rooms here have consistent, rich materials. The ceilings continue the perforated metal panels from the corridor, as well as a maple panel wainscot. The lighting is both direct and indirect to provide a variety of light levels.

As for the site plan, a public charrette was held to locate the building on the site. Also, five surface parking lots were deleted in favor of additional open space, which is slated to become additional park space and a children's park adjacent to the new building. All of the parking was then gathered into the construction of a major parking garage along the perimeter of the site.

The parking garage is a major element in the current three-building composition. Its segmented curve is 1,100 feet long. Appropriately sited along the street, the garage is an urban curtain that hides the large service yard behind, and it defines the adjacent street intersection. It also serves as an entry connector between the Palmer Events Center and the Palmer Auditorium (which soon may undergo an extensive architectural transformation into the Long Center for the Performing Arts), since each building is entered from opposite ends of the garage. Fabric canopies over the sidewalks help to soften the hard edge of the parking garage. The choice of standing-seam canopies may have been more consistent with the roof of the porch; the fabric introduces another material that does not complement the metal roof over the exhibition hall.

It should be noted that the design team, composed of three firms, worked throughout the project as a unified team with the owner and the surrounding neighborhoods. All appear to have enjoyed the process, and the success of the building is a reflection of this truly integrated process.

Dan Wigodsky, AIA, practices architecture in San Antonio.

RESOURCES PRECAST AUTOCLAVED AERATED CONCRETE WALL PANELS: Texas Contec; **PRECAST ARCHITECTURAL CONCRETE:** Coreslab Structures; **MASONRY UNITS:** Featherlite; **LIMESTONE:** Simpson's Sons Stone; **UNIT MASONRY WALL ASSEMBLIES:** Featherlite, Sound Block, Tuff-R Insulation; **METAL DECKING:** Epic (Acoustical Deal); **GLUE-LAMINATED TIMBER:** Western Archrib; **ARCHITECTURAL WOODWORK:** North American Plywood; **PLASTIC FABRICATIONS:** Wilsonart; **WATERPROOFING AND DAMPPROOFING:** Mirafi; **BUILDING INSULATION:** Johns Manville; **ROOF AND DECK INSULATION:** Johnsmanville; **ROOF AND WALL PANELS:** MBCI; **COMPOSITE METAL PANELS:** Alucobond Alusuisse Composites; **MEMBRANE ROOFING:** Tamko; **METAL ROOFING:** MBCI; **SPECIALTY DOORS:** Cornell Iron Works; **ENTRANCES AND STOREFRONTS:** Kawneer; **METAL CEILINGS:** Chicago Metallic; **CABLE SUPPORTED FABRIC WALKWAY CANOPIES:** Birdair

Rejuvenation and the Interpretation of Place

by EDWARD R. BURIAN

SITUATED on the northern limits of the Sonoran Desert, the area in and around Phoenix has long been a destination for people seeking therapeutic cures. Visitors from snow-bound states have been drawn to the area since the arrival of the transcontinental railroad in the 1880s. At the beginning of the twentieth century, resorts in the American Southwest began to reflect visitors' expectations about the region as an exotic place. One popular response was the revival of Spanish Colonial architecture. The Willow Stream Spa in Scottsdale, designed by Dallas-based three and completed in January 2002, follows this long-standing tradition.

The project is located on the western edge of the Fairmont Scottsdale Princess Hotel Resort Complex, an luxurious oasis resort on the northeast edge of the Phoenix megalopolis. According to project architect Jerry Flemons, "The existing Spanish Colonial revival design of the resort

PROJECT Willow Stream Spa at the Fairmont Scottsdale Princess, Scottsdale
CLIENT Fairmont Hotels and Resorts
ARCHITECT three
CONTRACTOR Sundt Construction
CONSULTANTS Brayton + Hughes (interior design); Caruso Turley Scott (structural); Sullivan Designs (MEP); Propp & Guerin (graphics); EDAW (landscape); Bouyea and Associates (lighting)
PHOTOGRAPHERS Fairmont Hotels and Resorts, John Sutton Photography (where noted)

(opposite page) Tactile interior finishes suggest Arizona's natural environment. (this page) Sensuous materials complement the resort's focus on therapeutic treatments; photo by John Sutton Photography.

FLOOR PLAN
1 LOBBY/RECEPTION
2 FITNESS
3 AEROBICS
4 REFRESHMENT AREA
5 YOGA COURTYARD
6 LOUNGE
7 ADMINISTRATION
8 SALON
9 MEN'S WET TREATMENT/LOUNGE
10 GROTTO TREATMENT
11 WOMEN'S WET TREATMENT/LOUNGE
12 TYPICAL WET TREATMENT ROOM
13 MASSAGE SUITE
14 MASSAGE COURTYARD
15 TYPICAL TREATMENT ROOM AND COURTYARD

dictated the exterior massing, vocabulary, and materials of the spa" that is organized as a solid two-story mass, punctuated by shaped cupolas over major rooms, and into which two courtyards are carved. One courtyard creates a place to relax and lets light into the entry area of the spa, while the other courtyard creates the major space of the spa, an outdoor garden and waterfall, and a series of pools of different types.

In contrast to the stylized historical design of the exterior, the interiors are expressed in a more abstract and contemporary vocabulary. Entering the lobby, the visitor stops at a service desk area, with a polished stone countertop and highly articulated interwoven wood counter face, that recalls the tectonics of woven baskets of the region. On one side is a series of exercise rooms and a snack area, with a lounge on the other. The visitor also begins to be aware of subtleties such as the eucalyptus scent from massage oils, the relaxing, masking music over the sound system, and the nearly silent HVAC system. A courtyard makes a shaded outdoor place to rest and relax, and lets light into the lounge area and corridors. Proceeding down the corridor, with its semi-translucent painted walls, Venetian glass tile, and travertine stone floor with riverbed stone trim, the visitor encounters a wall of carefully crafted dry-stack Arizona sandstone, turns to the right past an indoor pool, and descends a stair toward the men's and women's locker rooms. The locker rooms, outfitted with steam rooms, showers, temperate plunge, and spa tubs, are illuminated by natural light admitted through tall cupolas. The next passage leads to either the outdoor courtyard or the massage rooms.

The project's most intimate spaces are the indoor massage rooms, organized at either side of the outdoor court. Each has a private exterior door to its own small, walled patio, which can remain open during massage to listen to the sound of the waterfall in the courtyard. The outdoor courtyard, a kind of outdoor "earthbound canyon room," continues the dry-stack sandstone of the interiors and features a splashing, gurgling, outdoor waterfall and imitation desert stream, as well as a lush garden under a canopy of palms. The waterfall recalls Havasupai Falls, part of the Grand Canyon in northern Arizona. (*Havasupai* means "people of the blue-green water.") Ascending the stair above the waterfall, the visitor arrives at the terminus of the spa, an upper-level outdoor courtyard with lap pool and a carefully crafted wood trellis with fabric curtain to catch the breeze as well as allow guests to choose their degree of privacy. This outdoor "sky room" has the only exterior view of the spa, a framed long horizontal view of Camelback Mountain (a nearby rocky outcrop named for its distinctive "humps") and sunsets to the west.

According to the project architect, the design process was interesting. "We started with key words and images of mood, and then we started

to generate a series of plan diagrams," Flemons said. "Once that began, we developed a series of perspectives—the exterior, the courtyard, the rooftop pool, etc., as well as the longitudinal section through the pool and waterfall."

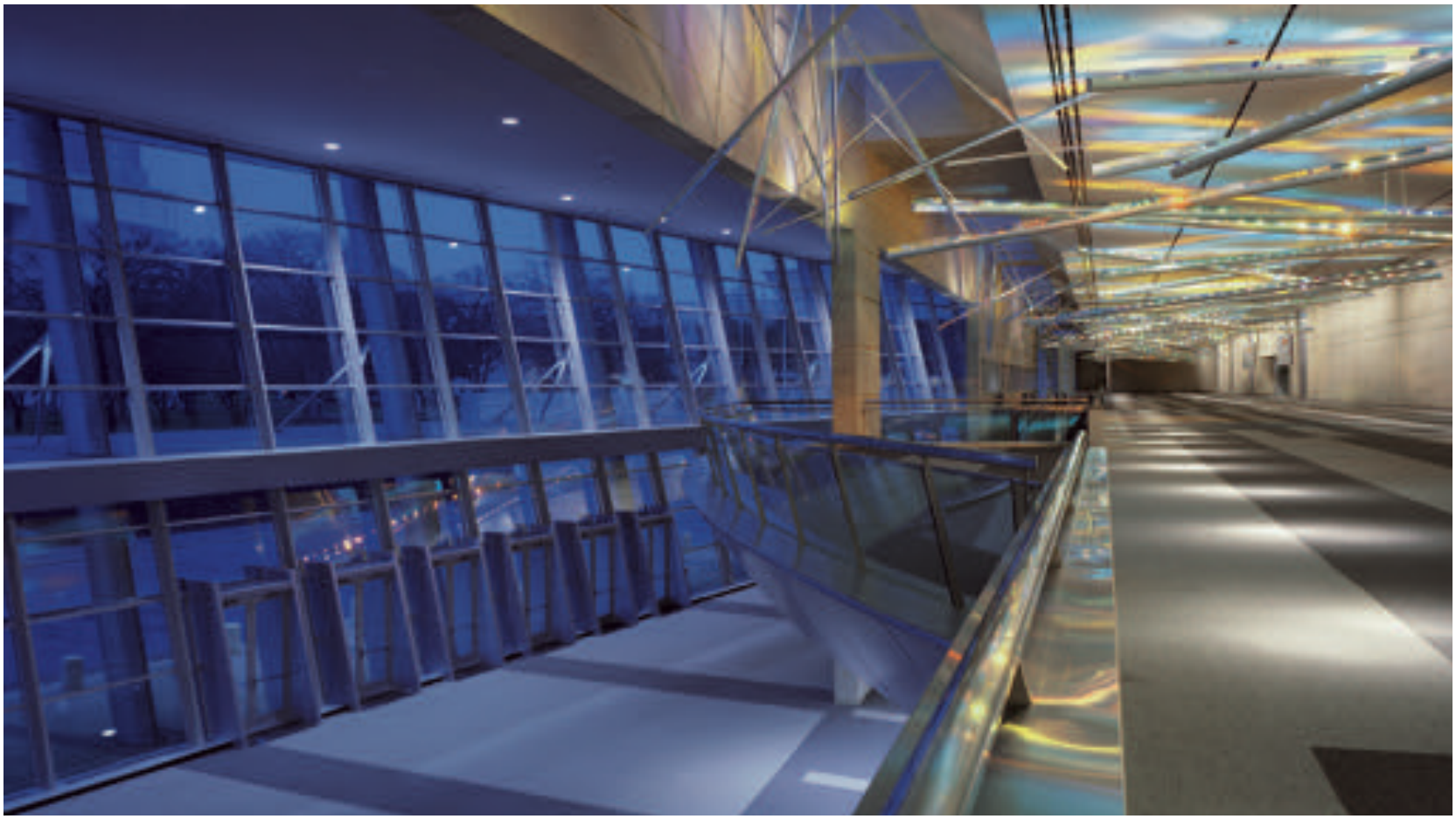
The most memorable aspects of the Willow Stream Spa project are those that involve all the senses in terms of the expressive and thoughtful ordering of materials which recall other places and experiences of the region, and that reside in the mind long after the visitor leaves the project. These memorable moments are the carefully choreographed and inward-focused promenade and sensual experience that comprises the spa environment—the outdoor gardens and courtyards stippled in semi-shade and the meticulous detailing and crafting of the interiors with the luxurious use of stone, hardwood trim, tile, and semi-translucent painted surfaces.

With our ever more stressful lives involving commuting, juggling the demands of work and family, the workplace increasingly overlapping and becoming connected to the domestic realm, and unfortunately, the poor nutritional choices made by many Americans "on the run," spas will undoubtedly become a much sought-after experience for many. In this context, it is interesting to speculate about the evolving role of the spa as a rejuvenating destination, a place of leisure, and possibly, refection within the city.

Edward R. Burian practices architecture in Tucson and frequently writes about architecture and urbanism in the American Southwest and Mexico.

RESOURCES SANDSTONE: Palo Cristi; **GRANITE:** Walker Zanger; **TRAVERTINE SLATE:** Alpha Granite and Marble; **RAILINGS AND HANDRAILS:** United Ornamental Iron; **ARCHITECTURAL WOODWORK:** Classic Woodworking; **MEMBRANE ROOFING:** Young Builders Roofing; **WOOD WINDOWS:** Western Insulated Glass; **GLASS:** Bendheim Glass; **TILE:** Ceramic Tile Design, Ann Sacks Tile and Stone; **BLINDS, SHUTTERS, AND SHADES:** Mecho-Shade Systems

The upper-level "sky room" includes a lap pool and offers the facility's only exterior views.



Conventional Landmark

by TOM TRENOLONE, ASSOC. AIA

THE conglomeration of buildings known as the Dallas Convention Center grew from a small civic center designed by George Dahl and built in 1957. Over the following four decades, several expansion projects have increased the convention center's total volume of exhibition and meeting space to make it one of the largest in the nation—enough air-conditioned space to cover 17 football fields. What has been missing is a visual identity for the complex to mark its presence on the Dallas skyline. A recently completed expansion project has filled the void by providing that elusive signature element in the form of two gigantic steel arches. Spanning 390 feet across a new exhibition hall and rising 55 feet above its roof, the twin arches now define the convention center and create a new landmark at the southern edge of downtown.

The project – designed by Skidmore, Owings and Merrill (SOM) of Chicago with Dallas-based HKS as architect of record – is the fourth major expansion project for the convention center within 30 years. With each of those projects, architects have had to address several significant challenges inherent with the site, particularly its location near major transportation arteries (both automobile and rail) and an east-west interior circulation defined by the original building. Like their predecessors, SOM and HKS faced similar challenges in adding two major components, a 203,000-sf exhibit hall that straddles existing rail lines and a new entrance to service the sprawling complex. (The convention center has long been without an identifiable "front door.")

The latest expansion is the first part of a construction program outlined in a 1999 master plan, also by SOM and HKS, for the convention center that calls for the eventual construction of two more large exhibit halls, two ballrooms, and a new theater, as well as the reconfiguration of all ground-level spaces into meeting rooms. The timeline for completion of the master plan is undetermined due to current economic conditions, according to City of Dallas Project

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PROJECT Dallas Convention Center Expansion and Renovation, Dallas

CLIENT City of Dallas Public Works/Transportation and Events Services/Cultural Affairs

ARCHITECT OF RECORD HKS Inc.

DESIGN ARCHITECT Skidmore Owings & Merrill LLP

CONSTRUCTION MANAGER Austin Commercial

GENERAL CONTRACTOR Manhattan Construction Company

CONSULTANTS Datum Engineers (structural); Blum Consulting Engineers (mechanical and plumbing); Campos Engineering (electrical); Arredondo, Zepeda & Brunz (civil and survey); Caye Cook ASLA (landscape); Convnetional Wisdom (programming); Reginald Hough FAIA (concrete)

PHOTOGRAPHERS Ed LaCasse and Ron St. Angelo (where noted)

(opposite page) “Lightstreams,” an installation of kinetic lights by artist Ed Carpenter, energizes the exhibit hall concourse at the new Griffin Street entrance. (this page) The cant of the entry adds visual drama to the exterior.

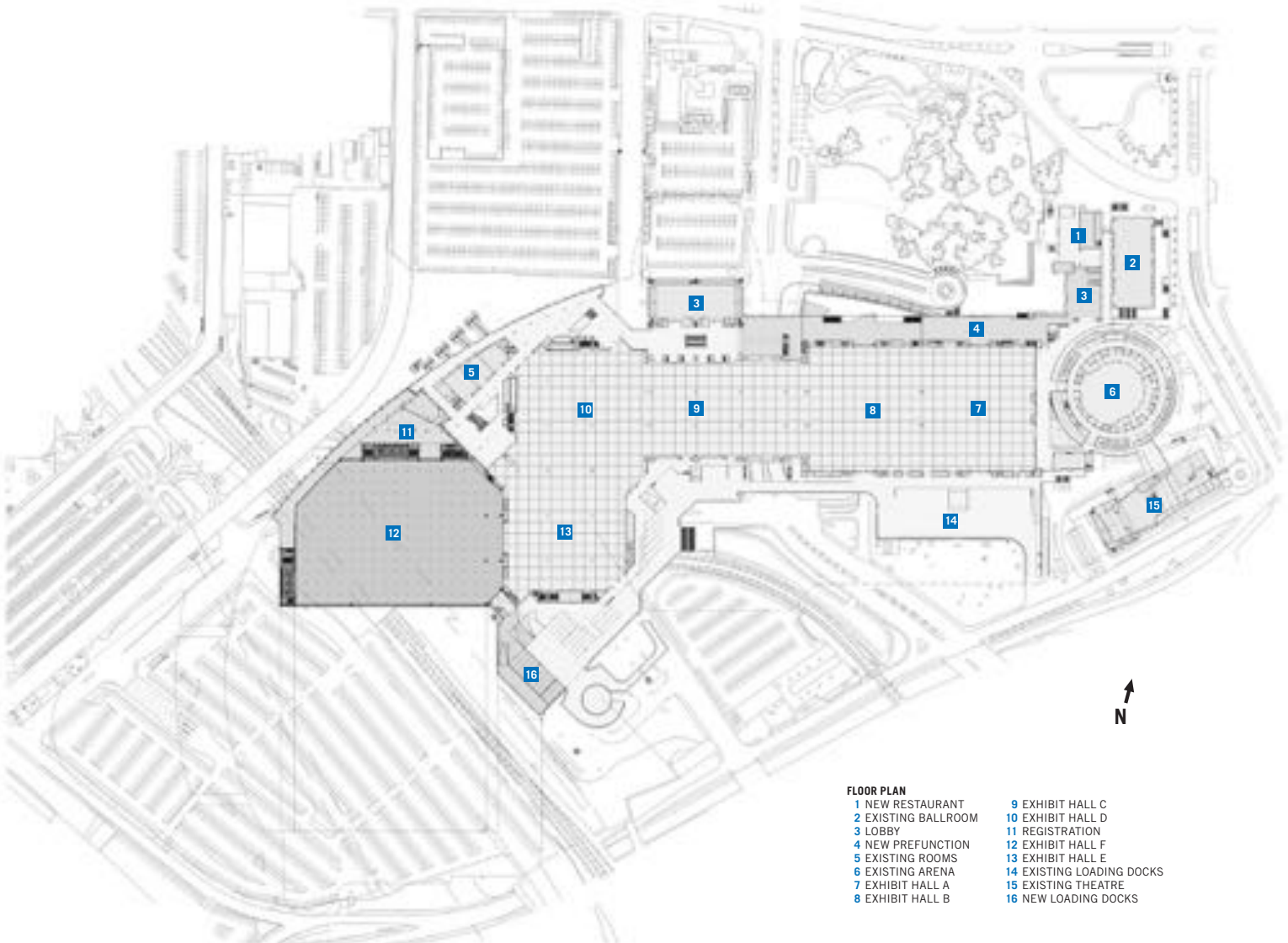
As seen from a northwest perspective, the twin steel arches make Exhibit Hall F easily recognizable. Future expansion will abut the new exhibit hall's south side; photo by Ron St. Angelo. (below) The pre-function area within Exhibit Hall F is modern and efficient.

Manager Thomas Wurtz, AIA. But if eventually completed as planned, a second pair of arches will double the visual impact of the convention center's new arcing silhouette.

Completed last year, the new project is undeniably modernist and demonstrates a deliberate respect to the city's modern skyline. While the design of the new entry is not groundbreaking, the architects have shown skill and an understanding of proportion combined with function. However, it is the new Exhibit Hall F that grabs attention with technical gymnastics to create one of the world's largest column-free exhibition spaces.

The volume of Exhibit Hall F was predetermined in the Z axis, with a height restriction due to the close proximity of a heliport that serves downtown Dallas and a floor elevation that must allow both DART light rail and Union Pacific locomotives to pass underneath. This condition required columns to be modified with springs at the top to prevent vibration transfer from passing rail traffic and the need for a short stair transition adjacent to the existing Hall E.

As previously mentioned, the most distinctive design/structural element is the twin 740-ton steel arches—two arcs that extend up from perimeter columns and at their apex merge



FLOOR PLAN

1 NEW RESTAURANT
2 EXISTING BALLROOM
3 LOBBY
4 NEW PREFUNCTION
5 EXISTING ROOMS
6 EXISTING ARENA
7 EXHIBIT HALL A
8 EXHIBIT HALL B
9 EXHIBIT HALL C
10 EXHIBIT HALL D
11 REGISTRATION
12 EXHIBIT HALL F
13 EXHIBIT HALL E
14 EXISTING LOADING DOCKS
15 EXISTING THEATRE
16 NEW LOADING DOCKS

along the centerline of the bay. The strong sweeping forms have a visible efficiency, yet the arrangement of the tension members hanging from these arcs lack elegance.

Sited along the northern perimeter of the complex, the new entry is designed as a gentle curve that arcs out toward Griffin Street and Pioneer Plaza. The cant of the entry's curtain wall creates a sense of flow, but at the same time it seems to alienate the geometry of the line of punched openings that march along the exhibit hall concourse. The entry is caped by a generous overhang supported by elliptical columns that parallel the cant of the curtain wall. A braced canopy, which defines the door bank, engages the canted columns and denotes the intersection with elliptical punches that expose the front edge of the columns.

The exhibit hall concourse ceiling is defined by artist Ed Carpenter's "Lightstreams" installation, an array of kinetic lights and diffusers aligning with a multitude of vectors. "Lightstreams" projects colored lights that cycle through a fixed spectrum and introduces variations in hue. The flow of light along the ceiling is engaging, but the juxtaposition of the actual structure of the lights creates a tension with the architecture that makes it appear as if the space is not dynamic enough. This seemingly strained relationship between art and architecture is puzzling, especially considering that the installation has been part of the design since the project's schematic phases. The tension eases somewhat in the evening, but there's a slight feeling of disconnect that lingers.

Taking everything into account, the overall design is successful and has set a foundation that will allow the master plan to be realized. Conventioneers and local residents will appreciate the latest renovation of the interior spaces and the utility of the new entrance. Future expansion and renovation, as outlined in the master plan, will further improve the convention center's capacity for larger events as well as further enhancing its physical presence within the cityscape. T

Tom Trenolone, Assoc. AIA, works with RTKL in Dallas.

RESOURCES UNIT PAVERS: Pavestone; **FENCES, GATES, AND HARDWARE:** Anchor Fence; **MASONRY UNITS:** Trenwyth; **RAILINGS AND HANDRAILS:** Big D Metalworks; **WATERPROOFING AND DAMPPROOFING:** Tyvek Commercial Wrap; **WATER REPELLANTS:** Chamberlin; **BUILDING INSULATION:** Owens Corning; **EXTERIOR INSULATION AND FINISH SYSTEMS:** TEIFS; **METAL ROOFING:** AEP-Span; **INSULATED METAL WALL PANELS:** NOW Specialties; **METAL DOORS AND FRAMES:** Tex-Steel; **ENTRANCES AND STOREFRONTS:** Tepco Contract Glazing; **UNIT SKYLIGHTS:** Acralight; **DECORATIVE GLAZING:** Tepco Contract Glazing; **GLAZED CURTAINWALL:** Vistawall; **GYPSUM BOARD FRAMING AND ACCESSORIES:** Dens-Glass Gold; **ACOUSTICAL CEILINGS:** Armstrong; **METAL CEILINGS:** Chicago Metallic Planar Micro; **PAINTS:** ICI Dulux; **HIGH-PERFORMANCE COATINGS:** Sherwin-Williams

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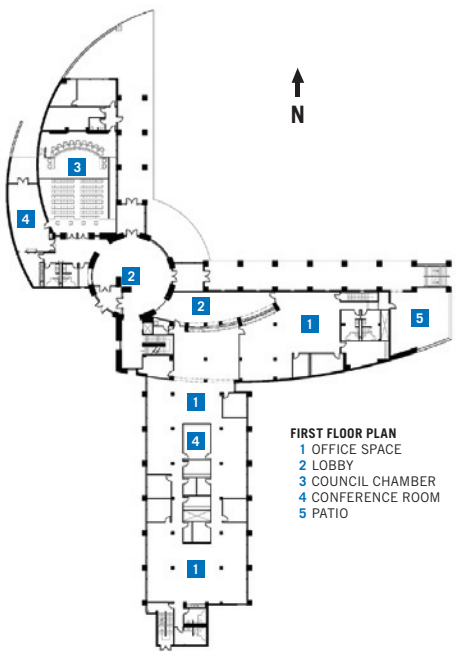
Allen City Hall

PROJECT Allen City Hall, Allen
CLIENT City of Allen
ARCHITECT Ron Hobbs Architects
CONSTRUCTION MANAGER Gallagher Construction Company
CONSULTANTS GBW Engineers (civil); Joe P.Hill Consulting Engineers (structural); S. Toub and Associates (MEP); David C. Baldwin (landscape); Brad Goldberg (artist)
PHOTOGRAPHER Ron Hobbs, AIA

The new Allen City Hall is a 65,000-square-foot building that provides space for all municipal government functions, including work areas, public meetings, and special events. One of the city's primary goals was for its new building to be more than just a place to conduct city business but also a recognizable civic icon. Ron Hobbs Architects sited the new City Hall in the middle of a city-owned track, which limited the building's footprint by existing structures. This project, along with the existing library and police building, define the boundaries of the new Allen Civic Center, with the City Hall as the centerpiece. Development is underway in the plaza for a water feature on the northeast side of the complex and additional trees and walkways. Dallas artist Brad Goldberg is designing the landscape for the plaza, which will incoporate and complement the stone of the building and the site. The most common natural material seen throughout Allen is limestone, with outcroppings visible in the city's parks, creek beds, and undeveloped areas. The design concept relates the new City Hall to its site with the building rising from an exposed limestone shelf. The base of the building is constructed of 30 x 60-inch limestone "rough-back" blocks of a color and texture comparable to the site limestone. As the building rises above its base the materials become more refined, changing to a 15 x 30-inch honed (smooth) textured limestone. Strategic placement of glazing allows lots of light into the lobby during the day, and at night the lobby's clerestory becomes like a lantern. The layout of the lobby allows visitors to visually identify all city departments upon entry. The Allen City Hall project received the Construction Managers Association Project of the Year Award and the United Masonry Contractors Association Golden Trowel Award in 2001.

BRIAN FEE

RESOURCES LIMESTONE: Mezger Enterprises; **MEMBRANE ROOFING:** Johns Manville; **METAL ROOFING:** AEP-Span; **SEALANT:** Sonneborn; **EPDM ROOFING:** Carlisle SynTec; **ENTRANCES AND STOREFRONTS:** Vistawall; **CURTAINWALL:** Vistawall; **TILE:** American Olean; **TERRAZZO:** American Terrazzo; **PAINTS:** Sherwin-Williams; **CARPET:** Designweave, Shaw



FIRST FLOOR PLAN
1 OFFICE SPACE
2 LOBBY
3 COUNCIL CHAMBER
4 CONFERENCE ROOM
5 PATIO

Whitestones at 25th

PROJECT Whitestones at 25th, Austin
CLIENT Foy Development LLP
ARCHITECT Connolly Architects
CONTRACTOR Austin Canyon Corporation
CONSULTANTS Jeffrey Smith, PE (structural); Bury + Partners (civil); Crim & Bradshaw (mechanical); Tom Green & Company (electrical and plumbing); Russ Bragg, ASLA (landscape); Austech Roof Consultants (roofing); Construction Management Solutions (ADA reviewer)
PHOTOGRAPHER Hester+Hardaway

The Whitestones introduces three stories of eight upscale townhome units in the classic Mediterranean architectural tradition of the University of Texas campus, located only two blocks away. The complex's prime location is in the densely populated West Campus, a neighborhood that experiences high pedestrian and vehicular traffic. The challenge to the architect was to accommodate a high-density residential program (including parking for residents) while creating an elegant design solution. The Whitestones eventually will consist of twin buildings joined by a motor court. The east building is complete and construction on Phase II is scheduled to begin this year. The architect created naturally lit indoor spaces throughout each unit by installing glass doors and transoms, liberating the need for artificial lighting in any room during the day. The architect limited the materials palette to stone, clay tile, copper (for downspouts and gutters), and redwood (for the soffit) to give the building a sense of permanence unique in this area of rented student housing. Two kinds of limestone are juxtaposed and contrast the porcelain finish of cream stone with the rougher texture of coral stone to create a subtle articulation of the massing. The limestone was quarried in central Texas and is a traditional regional building material known for its elegance, durability, and low maintenance characteristics. The Whitestones was the 2003 Texas Masonry Council Award Winner in the "stone" category.

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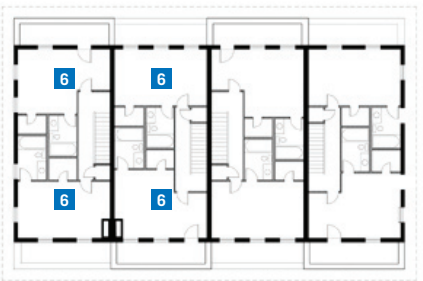
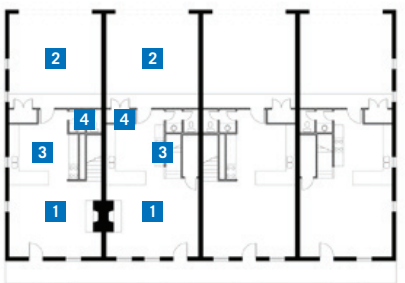


THIRD FLOOR

SECOND FLOOR



FIRST FLOOR

FLOOR PLAN
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2 GARAGE
3 KITCHEN
4 POWDER ROOM
5 STUDY
6 BEDROOM

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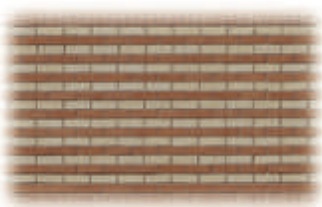

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A Loss Cause

An Architect's Assessment of Errors and Omissions

by JAMES B. ATKINS, FAIA
and GRANT A. SIMPSON, FAIA

ILLUSTRATION BY FRANKLIN HAMMOND

THERE is a growing tendency among owners and contractors to believe that all discrepancies, errors, and omissions committed by a design professional are actionable offenses. This belief persists whether or not the owner or contractor is actually damaged. Increasingly, owners and contractors pursue payment from the designer for project costs including added scope, or betterment, with the belief that the documents produced should be pristine and contain no discrepancies of any kind. The reality is that construction documents typically contain errors and omissions, and the missing and corrective information is developed during the construction process. This reality is emphasized by the current edition of *The Architect's Handbook of Professional Practice* (John Wiley & Sons, Inc) wherein it states, "It is important that all parties understand that construction documents are not intended to be a complete set of instructions on how to construct a building."

Nevertheless, claims for errors and omissions are on the rise, and loss payouts are reaching new levels. Designers are being held responsible for a level of performance in their documents that is not only a higher standard than that required by AIA contracts, but is a level that cannot be achieved under any reasonable definition of ordinary standard of care. There is no industry standard as to what constitutes a "complete" drawing because the content of construction drawings is substantially infused with subjectivity and professional judgment. Consequently, it is impossible to provide the "complete" drawings which many owners and contractors mistakenly expect. Unfortunately, completeness is a seemingly finite, but in reality a very subjective and unachievable concept in the realm of design and construction. Drawings which are not quantitatively complete can be, and in fact are, used to construct buildings because they are sufficient for that purpose.

This article will examine errors and omissions in construction documents and the belief by many that the design professional is always and solely responsible. This overview is intended to enable a better understanding of the naturally occurring discrepancies that are considered by many to be avoidable errors and omissions.

The Design Concept

While the documents attempt to set out in detail the requirements for construction, the many variables imposed on the original documents lead to variations that often render a completed project that contains measurable differences. It is the design professional's job, to determine that the work is in substantial conformance with the documents.

So how does the design professional accomplish this? When construction tolerances render conditions that differ from the drawings, manufacturer's proprietary requirements creep into the picture, and local trade customs cause variations in assembly, it becomes obvious that a design professional's documents cannot be used in strict measurement when determining conformance of the work in place. This examination of drawing discrepancies should make clear the widely misunderstood conceptual nature of construction drawings. In reality the design professional can only evaluate the work in place as an "interpretation" of the design concept expressed in the documents and not as a physical illustration of the design concept.

Construction Drawings and Contractor Submittals

The process of converting the conceptual building design to a completed project is not achieved solely through the preparation of construction documents by the design professional. There is no way for the designer to know in advance of the contractor's buy-out which product or building system will be available at the best price. Also, there is no way to determine precisely how the product will interface with adjacent products or systems. That is why the subcontractor prepares shop drawings that specifically the detail dimensions and illustrate conditions of precise physical conformance. This process typically fleshes out conceptual variations in the designer's drawings that may not, or possibly could not, have been previously determined. Thus the shop drawing must be expected to have some level of variance from the designer's drawings.

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These inherent variances, or discrepancies, are often considered avoidable, and they are often judged by owners to be errors and omissions when in reality they are merely a product of the process.

Inherent Discrepancies

Harmless discrepancies are inherent in architectural documents. Architectural documents are not intended to be a complete depiction of a real building project. They are intended to be a sufficient description of the project to allow builders to plan their construction and prepare the shop drawings as they manage and construct the project.

An example of a harmless discrepancy commonly built into a project is the use of fractions to describe dimensions. It is common to have a certain overall length that must be divided into three equal parts, and need a dimension that must describe each of the three parts. Convention in construction generally demands that dimensions be presented in units of a multiple of 1/8 inches thus convention makes it impossible to accurately describe a length that cannot be divided by three in even units of 1/8 inches. For example, when you divide 100 inches into three parts, it results in 33.3334 inches, which can closely (but not exactly) be described by a dimension of 33 3/8 inches. The result is a technical dimensional error of .0417 inches. In this case the designer has built an inherent error into the drawing. But has anyone been damaged by this action? Is not the error unavoidable and thus fully in compliance with a reasonable standard of care?

Another example involves partitions on a 1/8 inch floor plan drawn a set "scale" dimension of five inches apart. Actual partition construction is depicted in a partition schedule and the partition types have many different actual dimensions. Thus the plan might show a nominal five inch partition width at a 1/8 inch scale, while the larger scale partition type drawing reveals the actual width of the partition to be six and 1/8 inches, thus creating a graphic drawing error of one and 1/8 inches. The purpose of the floor plan is to locate the partition and the purpose of the partition schedule is to describe the partition. As long as the designer's given dimensions numerically add up to the required dimensional location and clearances, regardless of whether the plan is "drawn to scale" or not, the information provided is adequate. The problem with drawing scale arises when the design professional allows the contractor to use her or his CADD files to prepare shop drawings. When the contractor begins to take measurement "picks" using CADD software, apparent discrepancies arise because not all building elements are drawn to scale. Most architects and contractors generally acknowledge that drawings are not now, and never have been, reliably drawn to scale. However, once again, the designer has introduced an inherent, although insignificant, error into the drawing. Again, has anyone been damaged?

It is reasonable to expect contractors to ask questions about the implications of such inherent errors when they identify them and cannot work out their own interpretation or solution to a perceived conflict. However, it is not reasonable to expect that any party would be damaged by such conditions. Yet it is obvious that anyone looking for such "technical" errors as examples of "negligence" will find many opportunities for pursuit.

Discovery Impact in the Construction Process

The magnitude of damages associated with document discrepancies is greatly affected by when the variation is discovered. The following three examples will demonstrate this varying magnitude.

The first example concerns a drilled foundation pier that was inadvertently omitted from the foundation plan. Prior to drilling the foundations the contractor submits a Request for Information informing the architect that a pier has been omitted from the northwest corner of a stair, and asks for direction. The architect and structural engineer review the design and inform the contractor that the pier indeed has been overlooked and must be added. The contractor informs the owner that additional costs will be incurred. Since the mistake was addressed before construction activities had begun, there are no impact costs, and the owner is not entitled to recover the additional construction costs from the design professional, in the absence of extraordinary contract language to the contrary. The controlling issue is that the missing pier is in fact a requirement of the design, and if it had been originally shown on the drawings, the owner would have paid for it in the original scope.

The second example involves the same design condition. In this instance the contractor does not discover the missing pier until much later in the project after all the other piers have been drilled and forming of the grade beam has begun in the area of the stair. In this instance the designer's omission of the pier causes a delay in the forming of the grade beam and will require the pier driller to re-mobilize for drilling one more pier. The costs for buying the additional pier out of sequence and for delaying the subcontractor forming the grade beam are considered to be impact or consequential costs. In this instance the owner is entitled to recover these costs, but not the cost of the additional pier since it would have been included in the original project cost had it been shown on the drawings.

Owners and contractors often mistakenly believe the absence of the pier on the drawings constitutes an actionable omission wherein the design professional should reimburse the full cost of the added work. In reality, as a general rule, only those costs incurred over and above the essential scope of construction may be rightfully recovered.

The third example involves the same condition, but this time the missing pier is not discovered until after construction of the stair above the grade beam has been completed. This omission results in the structural failure of the grade beam. In this circumstance the first cost of the pier pales in comparison to the catastrophic consequential damages incurred through delay and the removal and replacement of the grade beam and stair above.

These three examples illustrate the varying magnitude of damages depending upon when the problem is discovered. They underscore the importance of early detection and timely responses.

The Clarification Process

Most inherent discrepancies in architectural documents are minor and do not require correction of the drawings or specifications when they are "discovered." Other discrepancies can be more serious and may require correction through the formal change process that is specifically addressed in AIA professional service contracts. These minor discrepancies may need no formal corrective action, other than answering *AIA Document G728: Request for Information (RFI)*, or at most clarification through *AIA Document G710: Architect's Supplemental Instruction (ASI)*. (RFI is new to the AIA documents family. It is scheduled for publication later this year.) The existence and use of RFIs and ASIs anticipate these minor changes,

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and they support the conceptual nature of the designer's documents.

Impact Damages Due to Errors and Omissions

There are occasions where damages from design drawing errors and omissions can result when there is no added scope. The damages can occur only after the construction is in place, and they can involve conditions such as areas of the project that do not conform to code. For example, it could be an inadequate door offset or an insufficient toilet room size. The solution is to relocate portions of the project to affect compliance, which will result in the same scope but only in a different location. The Americans with Disabilities Act has brought this type of problem to the forefront in recent years. This type of change represents impact or consequential damages because no new scope has been added. The damages are the cost for demolition, the cost for building the portion of the project a second time, and possibly increased costs for delay. In these instances the design professional should expect to be held accountable for such damages if she or he knew of the requirement when preparing the documents.

If a discrepancy should require more extensive corrective action, such as revising the drawings and specifications, the change process addressed in Article 7 of the *AIA Document A201: General Conditions of the Contract for Construction*, would be followed. *AIA Document G709: Proposal Request*, would be issued to the contractor, and upon acceptance of the quoted costs, *AIA Document G701: Change Order*, would be prepared. These AIA documents clearly anticipate that changes will likely occur on a project, and since errors and omissions occur on virtually all projects, the owner and contractor should recognize that these anticipated changes due to errors and omissions are a natural part of the change process.

When Should a Discrepancy Be Compensable?

We have examined how a discrepancy can occur in the documents but impose no damages. This type of problem generally does not warrant compensation as no party was injured. So when does an error or omission rise to the level of compensable damages? When a non-damaging error or omission is discovered, the owner should expect the design professional to provide all necessary design services for corrective action at no cost. They should expect quick action and an acceptable solution with all necessary documentation. Although many owners and contractors tend to believe that any error is a compensable cause of action against the design professional, governing laws typically mandate that recovery can only be made against actual damages.

Betterment

The cost of betterment (also known as added value or added scope) is almost always the responsibility of the owner. ("Betterment" is defined in *Black's Law Dictionary* as, "an improvement put upon a property which enhances its value more than mere replacement, maintenance or repairs.") Since both damages and betterment are often involved in an issue, the design professional is frequently viewed as the cause of the problem and thus inappropriately deemed responsible for all associated costs. If a portion of the costs involves work that would have been necessary to construct the project regardless of whether the mistake had been made, this work, or betterment, enriches the owner and should be her or his responsibility. Owners agonize when discrepancies are encountered late in the project and they feel that the designer should be responsible because no money remains to cover the costs. This is no justification for damages, and it emphasizes the importance of realistic contingencies.

Construction documents are not intended to be a complete set of instructions on how to construct a building.

When should an owner expect to be paid for "first costs" associated with their building? If an owner decides that she or he does not like white painted sheetrock walls in their newly completed home and directs the design professional to design a wood paneled wall to replace it, is the owner justified in expecting the designer to pay for the new paneling? Certainly in this example there are some consequential costs for taping, bedding, and painting the wall. However, the change is being made only because the owner changed their mind about the type of finish they desired and previously directed. In this case, one hundred percent of the cost of the change is the responsibility of the owner. On the other hand, if the architect had presented finish designs for approval early in the project and then neglected to detail and specify the wood paneling as was selected by the owner, the owner would be entitled to recover the costs of the unneeded taping, bedding, and painting. But again, as a general rule, the designer would not be responsible for the cost of the new wood paneling because it is betterment.

A common misunderstanding about betterment involves the cost of "putting things right." Damages to an owner caused by an error or omission must be calculated not based upon the cost of replacement of the work affected by the error, but based upon the original cost of the erroneous work plus the impact or consequential cost of installing the new replacement work.

This is clearly illustrated in the case of an owner who hires an architect to design a house. The owner instructs the architect to specify gold plated faucets in all lavatories. When the project is completed, the owner discovers that pewter faucets of the same design as the gold faucets have been installed instead, and he demands that the architect pay for replacement of the faucets. The gold faucets are priced at $1,000 each at the plumbing showroom. The pewter faucets cost $200 each and cannot be returned to the vendor. The plumber informs the owner and architect that the replacement cost is $75 for each faucet. What is the actual amount that the owner has been damaged for each faucet?

In this case, the total damages to the owner for each faucet is $275 ($200 for the original unusable faucet plus the $75 labor charge). The owner must rightfully pay for the $1,000 gold faucet. An unfortunate misunderstanding in many disputes is that owners often believe the damages should be either $1,075, or $1,275, both of which represent unjust enrichment .

Consequential or Impact Damages

In the absence of specific contract language to the contrary when considering damages, the owner should not expect to recover the first time cost of building the project. The owner should only expect to recover costs which are incurred as a consequence of mistakes made by design professionals and which add no value to the project. Many owners mistakenly believe that if a design professional leaves something out of the construction documents the item becomes an "omission" and the designer therefore should pay for the full cost of adding the item into the project. Under this scenario the owner would become unjustly enriched by the designer's mistake. (The unjust enrichment doctrine is addressed in *Black's Law Dictionary* as, "Gen-

eral principle that one person should not be permitted unjustly to enrich himself at expense of another, but should be required to make restitution of or for property or benefits received, retained or appropriated, where it is just and equitable that such restitution be made....") Therefore, the owner should realistically expect to recover only the additional costs that are expended to add the item at the later date.

Summary

Errors and omissions will always exist due to the conceptual nature of the construction documents and the variables involved with the construction process. Tolerances, product options, and variations in trade installations will yield a completed project that can never be fully anticipated by the design professional and expressed in their documents. Drafting techniques and computer technology contain inherent variances that cannot be accurately resolved in illustrated dimensions. As a general rule, the cost of betterment, or added scope, will always be the responsibility of the building owner because only they will be enriched by it.

Design professionals should not be expected to provide perfect and flawless services or construction documents. Realistically, owners should expect and budget for a reasonable number of mistakes. Commercial developers, building managers, and owners who are savvy to these realities utilize allowances and contingencies to effectively manage this process. That is the design professional's drawings are conceptual, and not a "complete set of instructions on how to construct a building." Finally, neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on a design professional. Therefore, some level of imperfection must be expected. Though aggravating and seemingly unfair, owners must budget and pay for a reasonable amount of "errors and omissions" when they undertake a project.

James B. Atkins, FAIA, is a principal with HKS in Dallas. He serves on the AIA Documents Committee and the AIA Risk Management Committee.

Grant A. Simpson, FAIA, manages project delivery for RTKL Associates in Dallas. He serves on the AIA's Practice Management Advisory Group.

Construction Industry Searching for Solutions to Steel Price Hikes

Sharp increases in steel prices are affecting architects, contractors, and builders in North America, prompting them to consider solutions that involve using less steel. Global steel and scrap prices have skyrocketed in recent weeks and market analysts point to extraordinary demand and consumption of steel by China as reasons for the increased prices. A leading supplier of steel market information, MEPS International, reports hikes in price between February 2003 and February 2004 as high as 65.5 percent. Rebar, which averaged $249 per ton a year ago, is up to $412 per ton. Medium sections and steel beams which sold last year for $336 per ton now sell for $491 per ton. Wire mesh, which averaged $257 per ton last year is now at $403 per ton. On the scrap metal side of the industry, Tom Danjczek, president of the Steel Manufacturers Association in Washington, D.C. said, "An emergency steel scrap coalition has been formed to study what has caused scrap prices to go up and what the impact will be on our customers." The coalition points to purchases made by China and South Korea that account for half of all U.S. exports. The coalition warns that construction, a mainstay of the U.S. economy, faces direct harm from sharply increased steel scrap prices and that construction companies of all sizes will be impacted by the crisis.

Green Building Case Studies Online

BuildingGreen, Inc. now features more than 60 in-depth green building case studies on its BuildingGreen Suite of online resources. In development for over three years, the case studies are provided via a custom portal to the U.S. Dept. of Energy's High Performance Buildings Database. Each case study includes a snapshot overview of the project, linked to additional screens that offer details on topics such as the design process, the building's green performance, costs, and lessons learned. Among the projects currently featured are office buildings, schools, single-family homes, apartment buildings, co-housing communities, environmental education centers, and restroom facilities at national parks. For more information, visit *www.buildinggreen.com*.

SF 330 Date Delayed

In the *Federal Register* of January 7, 2004, federal procurement agencies announced that they have pushed back the effective date of the new SF 330 form for Architect-Engineer Contractors doing business with the federal government to June 8, 2004. Originally, the compliance date for the new SF 330 form had been January 12, 2004. The change is to allow ample time for the private and public sector to adjust, and for compliance software and other products to come to market. The objectives of the SF 330 are to merge the current SF 254 and SF 255 into a single streamlined form, expand essential information about qualifications and experience, reflect current architect-engineer disciplines, experience types and technology, eliminate information of marginal value, permit limitations on submission length, and facilitate electronic usage. If you have questions about the form and its use, send inquiries via email to *governmentrelations@nspe.org*.

TRENDS OF THE TRADE

Software May Alter the Nature of Computer-based Design

With the advent of software tools such as ArchiCAD, Catia, Revit, and Triforma, architects and engineers have begun to understand that such tools now offer a new way to document their work, says Paul Seletsky, director of technology at Davis Brody Bond Architects in New York City. Simply put, the electronic drafting of lines and circles to represent architectural entities no longer suffices. Instead, that method is being replaced by the parametric-enabled (PEN) modeling of "objects," whereby the direct placement of elements that physically constitute a building are represented and modeled virtually, and then tied into a database for simultaneous extraction into conventional "flat" plans, sections, elevations, and details. In this manner, the representation of these building objects is transformed from a static portrayal to one that is highly interactive and self-analytical. Walls and doors that are moved in the design move together and work as assemblies in the model. Detail sections become "hyper-linked" to their positions within the building design (much the same as links on Web pages are today)—change the detail and all door and window assemblies change simultaneously in turn. One can quickly go back and forth, as opposed to laboriously searching for the correct 2D drawing or spec sheet. The current crop of PEN "modeling tools" have had minimal impact on the overall culture of design practice; however, they have pointed the way to a significantly more productive design process for those willing to try them. To learn more, visit *www.aecbytes.com/viewpoint/issue_3.htm.*

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Castroville Celebrated

Architecturally intact despite (or perhaps thanks to) history's misfortunes, the "little Alsace of Texas" faces future peril.

FEW were the encounters with Texas architect and raconteur O'Neil Ford in which the subject of Castroville, a rural community 25 miles west of San Antonio in eastern Medina County, failed to emerge. It was a love affair that began in 1923, the summer before his senior year in high school, when he first visited the town while on a camping trip through southwest Texas. With his mentor, David Williams, Ford returned often to Castroville where they sought to identify a logical regional architecture that evolved from the simple, early forms of building native to its own locale and grown by purely functional methods into an indigenous form of art. The fact that a Brigadoon-like slumber had enveloped the once-prosperous town a half-century earlier, lent an air of enchantment to the "little Alsace of Texas," but also surely saved Castroville from the pressures which led to the destruction of so many other delightful small towns across America.

Castroville was named for its founder, the wealthy French-born Henri Castro, who arrived in 1844 with the first of several bands of colonists to settle on a level area of land nestled in the U-shaped meander of the pecan and cypress-bordered banks of the Medina River. By the end of the first decade of settlement, the citizens of Castroville had built churches (both Catholic and Lutheran), stores, a brewery, and a water-powered grist mill.

Architecturally, the building types were a reflection of what the settlers had known in their homeland. Among their number were those skilled in the building trades and familiar with European building practices. But adaptations were necessary in response to the different climate and life style, and in consideration of Comanche raids. The region was abundant with materials for thick, climate-moderating limestone walls or stone and timber combinations with lime plaster smoothed over the exterior. Ornament, if any, was simple, even austere. Builders made use of cypress to produce shingles for local consumption or for market. The early buildings were built in increments and expanded in stages, but the stages were harmonious and maintained the scale of the original building and responded to its proportions.

All went well until 1881 when the railroad, the Sunset Road, bypassed Castroville. That proved disastrous to the thriving community. Isolation prevailed until 1938 when U.S. Highway 90 reconnected Castroville with the outside world and the renaissance of the "little Alsace of Texas" commenced.

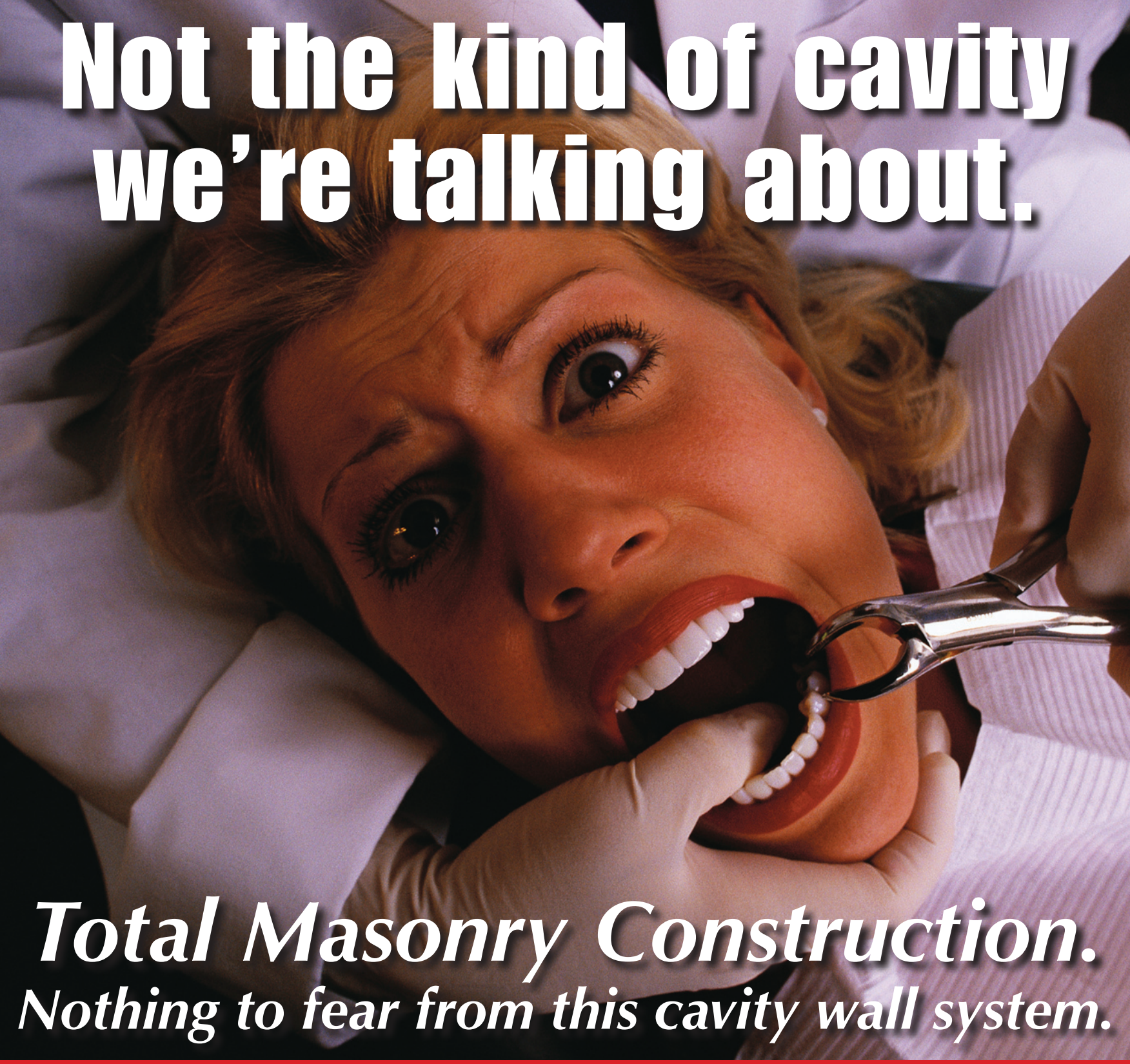
Thanks to the meticulous documentation of the architecture of Castroville (carried out in 1936 under the auspices of the Historic American Buildings Survey and directed by Marvin Eickenroht), historical photographs and measured drawings are preserved by the Library of Congress.

As the town entered its second century, its population underwent a healthy diversification. Newcomers not only brought economic vitality, but also shared the determination of the descendants of the Alsatian founders to accomplish exemplary restorations of their historic assets.

In January, First Lady Laura Bush announced that Castroville was among the eight communities in the U.S. – and the only one in Texas – to be selected by Preserve America, a White House initiative designed to safeguard the nation's cultural and natural heritage. While the Preserve America designation is a remarkable tribute, the most difficult time in Castroville's history lies ahead. With San Antonio's urban sprawl now encroaching, the treasure that is Castroville is threatened. Further efforts are essential for the "little Alsace of Texas" to maintain its unaffected charm and time-tested architectural integrity.

W. EUGENE GEORGE, FAIA
MARY CAROLYN GEORGE

Drawings from 1992 by Bryce Weigand, FAIA, capture Castroville's authentic Alsatian character.



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