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Bitter? Cynical? Si. This is your introduction as you enter from East Los Angeles. Just 12 miles from Beverly Hills, where the beautiful people live, it’s called Boyle Heights. Here, some 87,000 exist in the twilight zone of sub-employment. Substandard living conditions. Inadequate schools. Opportunity non-existent.

The population is predominantly Mexican-American, with a generous helping of Negroes, Orientals of all extractions, and whites.

What would you do to pull this area, rich in the beauties of nature, out of the sub-culture classification? Could the very fact of its polyglot population suggest a creative solution? Why does the planning not extend to include the outskirts of the city of Our Lady the Queen of Angels? What could be done to correct this oversight?

We’re looking for the answers. Not just here, but in depressed areas throughout the country. That’s why we’ve established the Eaton Yale & Towne Urban Design Fellowship. The award, to be administered by the American Institute of Architects, will provide for one year of graduate study in urban design at an American university and a follow-up tour of urban developments abroad.

This doesn’t solve the whole problem. But it’s something to think on. And it could start some action. At least, we hope so. For 100 years, we’ve never stood for ugliness in anything we’ve made. Now, we can’t stand for it in anything.
AMERICAN REGISTERED ARCHITECT

Official Publication of the Society of American Registered Architects

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ARA November, 1968
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STANLEY
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Death in the United States Capitol

by

Wilfred J. Gregson, FARA

Two years ago at a Congressional hearing on the West Front of the Capitol, I called attention to the number of dangerous conditions that existed in the Capitol. The one that caused immediate attention and action was the dangerously overloaded attic floor. After the hearing a reporter from the Washington Post asked if the attic overload was as serious as I had testified. I assured her it was. Here is the story as it appeared and subsequently received national and international coverage.

Capitol Attic is Overloaded

"An architect has told a House
subcommittee that the attic of the Capitol building is so overloaded with old files that it could collapse.

"A Sword of Damocles is hanging over the building," Wilfred J. Gregson of Atlanta declared, "A national tragedy could occur."

Questioned later, Gregson, Founder of the Society of American Registered Architects, said the attic was never meant for storage and should not be used for that purpose.

"There are stacks and stacks of paper and stacks between the stacks," he said. "Boxes are piled two and three feet above the file cabinets overloading the floors and creating a fire hazard."

The dangerous condition of the attic was confirmed by assistant Capitol architect, Mario E. Campioli.

"I am amazed," he said, "that the building continues to be able to support the tremendous load."

Gregson appeared before the special House labor subcommittee in support of the proposal by Capitol Architect J. George Stewart to buttress the old walls of the Capitol by extending and rebuilding the West Front."

The blast of publicity had its immediate effect. The files and stacks of papers were removed the following week according to another news service release by the Washington Post.

Unfortunately, the other remarks made at the hearing appear to have been overshadowed by the urgency of the attic over-

West side of old Senate wing. At left is the north end and at right is the south end.
the Capitol is constructed with a series of arches. The West Front restraints these arches with iron ties anchored into the stonework. There is sufficient evidence to show that these have slipped, reducing their buttressing effect on the arches behind the West Wall. Some of these arches, once semicircular, are now flattened at the top. They are composed of a single course of brick or stone and in many instances are filled with sand over the arch. At times this sand falls like rain through the brick joints. How long can this go before one of the arches collapses? When an arch collapses, it removes the restraint on the adjacent arch. How much of the Capitol will collapse and how many people will get killed when this happens?

It is inconceivable that so serious a condition can be permitted to exist and to get progressively more hazardous with each passing day. There is no way to project the extent of this impending catastrophe. As architects, we can only call attention to it and insist that immediate action be taken to prevent so awful a tragedy. When the West Central Front wall bulges 4½” into the court, it is obviously overstressed. Shoring it to prevent it from bulging further adds additional and unpredictable stresses. The wall is composed of an outside layer of limestone with very poor, soft and crumbling lime mortar joints; the inside wall is built of the same material, but has not been subjected to the daily expansion and contraction action resulting from the heat of the sun followed by the cold of the night.

Between the exterior and interior walls of the Capitol, the original builders had dumped loose rubble rock without mortar. This adds neither tie nor restraint, but falls between the walls as the front wall bulges, increasing the stresses.

No building department in the United States would approve the Capitol today, even as it was originally constructed, and would condemn it in its present deteriorated and dangerous condition, barring the public from the building.

A 17-inch piece of the cornice which fell from the west front.
Why is it then that hundreds of legislators can exist in blissful ignorance in a building that is eminently dangerous and fast deteriorating? Why are they not disturbed by the prospects of immediate and awful death that faces them?

Something must be done and immediately to avert the most awful tragedy that this country has ever seen. It can be done by the united voice of architects who, as a group, are dedicated to see that all buildings are safe and free from hazardous conditions.

J. George Stewart, Architect of the Capitol, has the responsibility of maintaining the building in a safe condition, yet his recommendations and warnings have been ignored. He knows, as does his assistant Mario E. Campoli, and every other engineer and architect who has studied the problem, that the best way to protect the West Front of the Capitol is by enclosing it so that the existing stone work maintains the same temperature on both sides and is no longer subjected to the deteriorating effects of daily expansion and contraction and the effects of winter freezings.

Thompson and Lichtner, consulting engineers, made the same recommendation in their 1964 report.

"Retention of the wall as an interior wall of an extended building is recommended as the least hazardous and as causing the least interference with the occupancy of the present structure. A properly designed and constructed extension would also provide desirable lateral support for the West Central portion of the Capitol."

The architects employed by the Government under contract for the purpose of analyzing the complex problems and recommending a solution are:

Roscoe DeWitt, Dallas, Texas; Alfred Easton Poor, New York City; Albert Swanke, New York City; and Jesse M. Shelton, Atlanta, Georgia. The Advisory Ar-

chitects are John Harbeson, Philadelphia; Paul Thiry, Seattle, Washington; and Gilmore D. Clarke, New York. Their summation and recommendations are:

"It is inescapable that the West Central Front of the Capitol must be extended to preserve the exterior walls."

The same action was taken to protect the East Front wall of the Capitol many years ago. In this way, the original East Front wall has been protected for all times. It has been preserved, and significant features of it are seen by thousands of visitors who go to the U.S. Capitol every day. Surely there is nothing wrong with the same treatment to protect the West Front?

Why, then, the outburst of indignation and opposing articles and editorials that suddenly appeared?

Check around and you will find that the public was given the impression that a "modern" front was being planned. It was misunderstood that all that was necessary and recommended was to protect the existing West Front wall by building in front of it a structure with essentially the same architectural appearance. In no way was it planned to change the style of architecture. The misunderstanding, which was widespread, came about because one report mentioned modern techniques of "design" when it should have said of "structural

This schematic illustrates the cracks in the columns.
design."

The years of work and recommendations of the architects employed by the Government were ignored as the ranks of misin- formed and uninformed swelled.

North end of old Senate wing.

Many architects joined in support of the uninformed. At an architect's convention in Denver, Colorado, they denounced their own members and their years of work.

Paul Thiry complained bitterly about the unethical treatment he and his associates received from his peers, who were in no way familiar with the project, yet rushed through a motion of condemnation in time to reach the press deadline. The sound, well-studied recommendations of respected architects of unquestionable renown was stalled by emotional actions.

Shall we, as architects, let it continue to be a windmill for uninformed tilting, or shall we take the action demanded of us by our profession?

We are charged with the responsibility of educating the public. There is no better place to start than the central building of our Government. There is no better time than now. We should call to the attention of our legislators that a shock wave from dynamite or gas explosion in the vicinity of the Capitol, or earth tremor, sonic boom or other of the 20th century shocks to which buildings are subjected, could result in a collapse of a large part of the Capitol.

J. George Stewart and Mario E. Campioli are continually refusing to grant requests of contractors to use dynamite near the Capitol. One day some ignorant contractor might fail to ask for permission. It could result in injury or death and burial in tons of rubble of legislators and visitors who might be in the building at the time.

The Society of American Registered Architects asks that each architect immediately write to his senator and congressman pointing out the need for action without further delay of this most important of all projects.
Overland Trail Building is on a six and one-half acre site in Overland Park, Kansas. Structure is 15 stories high and has 290 guest rooms.

Motel — Shopping Center Complex

Hal Stonebreaker, FARA, of Overland Park, Kansas is currently working on the Overland Trail Building, a complex of a motor inn, shop and office building. The complex is located on a six and one-half acre site at the corner of 80th and Santa Fe Boulevard in Overland Park, Kansas.

A fifteen story, concrete frame and flat plate structure, the facility features a 290 guest room hi-rise motor inn, four restaurants, 12 retail shops and stores (including a two-story junior department retail store, 48 office suites, a rooftop club and public deck with open air terraces, a swimming pool for the motel guests, two ramp deck parking, and open parking for 460 cars.

The cost of the complex has been set at $5,500,000. Architect is Hal Stonebreaker, FARA, of Overland Park, Kansas.

Cost of the complex is $5,500,000. Architect is Hal Stonebreaker, FARA, of Overland Park, Kansas.

ARA November, 1968
Construction is scheduled this month on New Carrolltown Library.

Eastern Seaboard Masterpieces

Milford, Massachusetts, Court House is of reinforced concrete. Price: $1,000,000.
Lincoln Park Towers Housing Development for the elderly is being constructed under the direction of the Public Housing Authority.

The Massachusetts firm of Masiello and Healy (Frank R. Masiello, Jr., FARA, and Edward M. Healy, ARA) are currently working on three of the most exciting projects their firm has ever undertaken.

The first is of the Milford Court House, being constructed in Milford, Massachusetts for the Board of County Commissioners, Worcester County. The building is constructed of reinforced concrete with exterior masonry and precast panels as a finish treatment. The General Contractor is Del Signore Construction Co. of Worcester, Massachusetts. The completed cost of the building, including the site purchase, construction costs, equipment and architectural fees is $1,000,000.00.

The second is the Lincoln Park Towers Housing Development for the Elderly being constructed with federal funds under the direction of the Public Housing Authority. The owner is the Worcester Housing Authority, Jeremiah Gallo, Chairman. The contractor is Granger Contracting Co. of Worcester, Massachusetts and the contract award in May of 1967 was in the amount of $2,500,000.00. There are 200 apartments consisting of one and zero bedroom apartments. The building is the tallest one in Worcester and is located on the famous and beautiful Lake Quinsigamond. The building should be ready for occupancy in December of 1968.

The third is the New Carrollton Library that is scheduled to go into construction in November, 1968 and will be constructed in New Carrollton, Maryland. The estimated construction cost is $1,220,000.00. This project won the National Society of American Registered Architects’ Regent’s Award in 1967 at the Ninth Annual Convention held in Washington, D.C. Miss Elizabeth Hage is the Director of the Prince George’s County Memorial Library Board and the project is being constructed for the Board of County Commissioners, Prince George’s County, Maryland.
Massachusetts
Maritime Academy

John R. Hellman, FARA, and Earle L. Kempton, ARA, are the architects and master planners for the Massachusetts Maritime Academy; on completion of the newest and most up-to-date academy in terms of physical plant and facilities in the country.

The completely new campus is situated on Buzzards Bay and the Cape Cod Canal and will include the following buildings: science and ad building, gym and swimming pool, library (shown in detail on this page), student union, eight dorms, boiler plant and maintenance facilities, small boat facilities, and playing field. Total estimated cost of the development is $10 million. First buildings are under construction and others will be programmed for total completion in 1971.

Library building at Massachusetts Maritime development is designed to house approximately 150,000 volumes and is expected to cost $850,000. In addition to the library facilities, it will contain a central core for TV and electronic living-learning, which will be tied in with the student residence facilities on the campus. Building is expected to be completed and in use early in 1970.
A project for the Chicago Housing Authority—a home for the elderly—will cost $1,592,000 and is being built under the direction of T. E. Samuelson, ARA, of Chicago. The building will contain 138 units in addition to recreation facilities.

T. E. Samuelson & Associates, ARA, of Chicago are the architects of a new project for the Chicago Housing Authority — A "Z" shaped home for the elderly at the corner of Halsted and Dickens Streets, containing 138 units plus recreation facilities.

The structure is poured in place concrete with face brick and concrete block backup exterior walls. The structure has five floors for a total height of 44 feet from grade. The interior walls are painted concrete block. The tile floors are resilient.

Each unit contains approximately 471 square feet. In lieu of a basement the building has a six foot crawl space under the entire building. The structure is heated by means of a recirculating hot water system. Water is heated by a combination oil-gas fired boiler. All recreation areas are air conditioned.

Two hydraulic elevators provide the transportation to the upper floors. Elevators travel at a speed of 125 FPM. One elevator is six feet by four feet with a 2000 pound capacity while the other is slightly larger. The total cost of the building is $1,592,000 which gives an $11,543 unit cost; a cost of $16.44 per square foot and a $1.97 cost per cubic foot.
Thursday, November 14, 1968
9:00 a.m. to 10:30 a.m.
A slide presentation and talk will be presented to the Society by Frank R. Masiello, Jr., F.A.R.A. on "Automated Architecture—Now." Covered in the talk will be the effective use of microfilming retrieval and the effective use of microfilming in an architectural practice. Also included will be a presentation on semi-automated specification writing. This will be partly presented by Frank Masiello. John E. Nyberg will address the convention on the subject "Automated Architecture—In Engineering."
10:30 a.m. to 10:45 a.m.
Intermission.
10:45 a.m. to 12:00 noon
Jack J. Liebenberg, Miles Lantz and G. Robert Johnson will comprise a panel to be moderated by Tristan P. Smith.
12:30 p.m. to 2:30 p.m.
Luncheon officially opening the convention.
Welcome by Los Angeles Mayor Sam Yorty.
2:30 p.m. to 6:00 p.m.
Manufacturers and exhibitors trade show will be officially opened by Marion Varner, President.

Friday, November 15, 1968
8:30 a.m. to 9:10 a.m.
Roy Murphy will present a talk on "Comprehensive Architecture."
9:15 a.m. to 9:55 a.m.
Mr. Thomas Siegel of Donahue and Siegel, Management Consultants, will make a presentation on how management consultants can be effective in assisting even the smallest architectural practice in being successful from a financial point of view.
10:00 a.m. to 10:45 a.m.
Mr. Anthony Mansueto of Mckee-Berger-Mansueto, Professional Estimating Consultants and Cost Control Analysts, will present a comprehensive report outlining how a cost consultant firm can assist architects and owners in controlling the cost of projects. He will touch upon the hiring of consultants to prepare specifications and how architects can best control the progress of the work while under construction.
10:45 a.m. to 11:00 a.m.
Intermission.
11:00 a.m. to 12:00 noon
Design Critique Seminar—This will consist of a panel of judges who reviewed the work of architects and students.
10:00 a.m. to 12:00 noon
Trade Show Exhibits—This time has been allocated for members and guests, non-affiliated architects, members of C.S.I. and guests of exhibitors.
12:00 noon
Luncheon—Open
1:15 p.m. to 5:45 p.m.
Exhibits open to guests and A.R.A. members.
Architects' Appreciation Party for exhibitors.
Ambassador Hotel
Los Angeles, Nov. 14-17

Evening
Open

Saturday, November 16, 1968
9:00 a.m. to 12:00 noon
Exhibits open.
8:30 a.m. to 10:45 a.m.
Annual A.R.A. Business Meeting.
10:45 a.m. to 11:00 a.m.
Intermission.
11:00 a.m. to 12:00 noon
A talk will be presented by Mario E. Campioli, Assistant Architect of the Capitol in Washington, D.C. since 1959. Wilfred J. Gregson, FARA, will also participate in this presentation.
12:15 p.m. to 1:45 p.m.
The President will give a luncheon honoring Edward Stone who is to receive the President’s Award for his advancement of the architectural profession. Mr. Stone will address the gathering.
2:00 p.m. to 6:00 p.m.
Exhibits open.
7:00 p.m. to 8:00 p.m.
7:00 p.m. to 8:30 p.m.
Founder’s and President’s Cocktail Party—Open to registered A.R.A. members, registered guests and exhibitors.
8:00 p.m.
A.R.A. Annual Awards Banquet. At the banquet, awards will be presented to architects and to the student winning the Frampton Award.

Sunday, November 17, 1968
8:30 a.m.
Continuation of A.R.A. Annual Business Meet-

ing. It will go on until completion of A.R.A. business.

LADIES PROGRAM
Thursday, November 14, 1968
Cost $4.00 per person
11:00 a.m. Leave from Ambassador Hotel
Half hour stop at Los Angeles Art Museum on Wilshire Boulevard; Farmers Market, one hour stop (luncheon cost at personal expense); Hollywood and Vine; World famous Grauman’s Chinese Theater, 15 minute stop; Sightseeing via the Sunset Strip — movie star’s homes, U.C.L.A. campus, Westwood Village, Century City (possible stop at Century Plaza Hotel).
Back to Ambassador Hotel, returning at approximately 4:00 p.m.
Friday, November 15, 1968
Cost $5.00 per person includes Transportation and Tour (lunch at personal expense)
9:15 a.m. Pick up at Ambassador Hotel
Tour and Luncheon at the Universal Studios in Universal City.
Return to Hotel Ambassador approximately 3:30 p.m.
Saturday, November 16, 1968
OPEN DAY
Sunday, November 17, 1968
Cost $8.50 per person includes Transportation and Guided Tour (lunch at personal expense)
9:30 a.m. Leave Ambassador Hotel for Disneyland.
Return from Disneyland to Ambassador Hotel at 4:00 p.m.
Shortage of Desirable Housing

"The United States is short of desirable housing, and this shortage is going to get worse before it gets better," Robert F. Wulf, second vice president of Smith, Barney & Co. Incorporated, international investment bankers, said at the Ohio Investment Bankers Association meeting in Toledo in October.

The housing situation now is different from what it has been at any time since World War II, he added. "We see symptoms of the problem all around us in higher rents, rapidly increasing house prices, declining vacancy rates (lowest in ten years), a more rapid turnover of realtor inventories, and declining mortgage foreclosures," he added. "This shortage has been caused by the housing depression years of 1966 and 1967 when housing starts fell to 1.2 million and 1.3 million units, respectively, from 1.6 million in 1964."

With housing starts curtailed and family formations rising "we are now struggling to meet the growing demand for new houses," he said. "This struggle will continue. It will be a fight to keep up. We no longer have the luxury of being able to build housing in anticipation of demand, a luxury that had been almost taken for granted in the United States since World War II. We now must build housing to satisfy demand that is already on the scene."

Throughout most of the 1950's and the early 1960's, Wulf said, builders were able to construct houses in anticipation of demand. When surprises in money rates, availability of credit, or other economic factors occurred, both the builders and buyers withdrew temporarily, he added.

"Housing starts probably will not be as strong in the second (Continued on page 23)

Architectural Insurance Problems

Professional liability, sometimes called malpractice or errors and omissions insurance, is being required by a number of Federal and State agencies in connection with architectural and engineering projects. The field seems to be narrowed down for architects and engineers to one insurance underwriting facility. We understand they are planning to increase their rates. We understand, also, that a great many architects and engineers are unable to secure professional liability insurance through this company and that there are a great many in need of such coverage with no company willing to handle the insurance.

Plans are underway for a new approach to this problem facing all architects and engineers. In the past, insurance companies have, for the sake of expediency, settled claims much too quickly and freely when probably many circumstances were questionable. A great many architects believe that a harder line should be taken. It has been suggested that architects have legal counsel who are trained in this field and who would be available on a consultant basis with their own attorneys in order to settle claims.

In the past, a number of architects and engineers carried insurance running into six or seven figures and it is a general feeling that this has encouraged some owners and some lawyers to regard this as prize money for the taking.

Before starting any action to form a more realistic errors and omissions insurance company, the committee has been asked to ascertain how many architects and engineers would be interested in this or any other insurance policy run by architects and engineers for architects and engineers.

It will cost approximately three-quarters of a million dollars to incorporate a company to handle this business. We have been advised there is a tax advantage in our proposal and a definite advantage of having the (Continued on page 23)
Prospectus of The
Society of American
Registered Architects

The Standards of Practice
ARA stands for the advancement of the profession of architecture so that the finest architectural services can be made available to owners and prospective builders throughout the United States and its territories.

It seeks to unite the tremendous energy of architects into harmonious positive action and willingness to aid each other.

It seeks to make available to architects new knowledge that will assure greater comfort, security, and value to the buildings they create.

Its chartered purpose is to advance the professional, economic, and social interest and welfare of its members and all other registered architects that through their finer works they may achieve greater recognition and prestige and advance the welfare of the general public.

It seeks to promote the welfare of the architect in small communities by making available the knowledge and techniques that have been developed elsewhere so that an architect in a small town may have at his disposal a full wealth of professional knowledge.

The Society of American Registered Architects is constantly seeking ways to raise the professional standards and ethics of the profession by application of the Golden Rule in all contacts and relations of architects with other members of their profession and the public in general. This may be attained when all architects recognize the necessity of working with every other member of the profession in unity and harmony. We have adopted the ideal that "He who does the most for the profession and for others is the greatest architect," because he applies the rules of the Great Creator.

• COMPETITION with a fellow Architect must be only on the basis of quality of service.
• COMPETING on a basis of professional fees, offering of free

The Prospectus of the Society
The Society of American Registered Architects is open to Membership to any Registered or Licensed Architect holding current and valid registration. This Society is the only professional architectural organization in America of National Scope that recognizes the fact that legal registration or licensing qualifies the individual to practice Architecture; and therefore admits the individual to Membership in the Society without reservation.

It is the contention of the Society of American Registered Architects that every Registered or Licensed Architect is entitled to the benefits and protection of the registration laws of the individual states.

A license to practice bestows upon him the privileges of carrying on the business of his chosen profession. His is the well-merited right to work and enjoy the fruits of his labor under a democratic constitutional liberty, not to be abrogated or enjoined by any other individual or organization. All, subject of course, to the requirements of licensing boards, the safety and welfare of the public and the ethics of the profession.

All Registered Architects are welcome to membership in a Society composed of other Registered Architects, who are their peers and their co-professionals.

Under the Society's Charter and By-Laws, only a Registered or Licensed Architect may be admitted to National Membership. We award no "Honorary" memberships and have no Associate or Junior members on the National level of this professional organization. So that you, the applicant for membership in A.R.A., may know us, the following information and requirements are described. Membership in the Society is granted and maintained on the basis of these covenants:

Member Requirements
• A Member shall be a citizen and shall uphold and defend the constitutional government.
• Anyone whose right to practice is revoked or suspended, cannot be a member of the Society.
• Conviction of a felony automatically precludes admittance to membership in the A.R.A. and shall also be cause for revocation of membership in the Society.
• A Member shall remit his annual dues to the Society within the time limits of the fiscal year.
professional services, personal advertising, bearing false witness against a fellow Architect, attempting to supplant another Architect commissioned on a project, are deemed unethical.

- DIVIDING fees with non-professionals, acceptance of gratuities or other concessions from manufacturers, suppliers or contractors is prohibited.
- FIRST INTERESTS of the Architect shall be those of his client. He may not accept payment on account of any job-project, other than his contracted fee from his client.
- THE ARCHITECT is obligated to conform to the requirements established by the State Licensing boards for the practice of Architecture, to the ethics inherent within the profession as established by the Society, and to the primary interest of his clients.

The Golden Rule

The Golden Rule has been stated throughout all history in many forms. In its best known form, it is “DO UNTO OTHERS AS YOU WOULD HAVE THEM DO UNTO YOU.”

It covers all rules of conduct in our relationship to other people. It is a guide to proper conduct. Unlike a long code of ethics, which may be violated in part, the Golden Rule must be either followed or not. It is the strictest self-discipline most difficult to follow. It will establish the finest relationship for everyone. It is the way of the master builder, the architect, as it is the way of the Master Architect.

The extreme simplicity of the Golden Rule leaves no doubt as to its meaning. When followed, it develops understanding and trust of all others who unconsciously reflect similar qualities, because egotism vanishes when the Golden Rule is adopted.

A.R.A. was founded on the Golden Rule, which runs like a shining thread through all its efforts.

Member Architect A.R.A.

Full membership of any architect, is granted to him under the Society’s Charter and Bylaws: as now written or later as amended at the Annual Assembly.

Under this membership so granted, all rights and privileges of a voting member of the Society are yours to use and enjoy.

Each new member is presented with a certificate of membership.

The Fellow Status of Membership

Any member of over five years standing who has been engaged in the practice of architecture for at least ten years is entitled to the privileges of becoming a Fellow. This, we believe, is the twentieth century acknowledgment that every Architect is entitled to well-earned recognition. Being a Fellow imposes upon you the added responsibility of guiding with tolerant and sympathetic understanding the younger members of our profession. Application for membership as a Fellow is not mandatory but the use of the title F.A.R.A. is restricted to members who desire such designation. Elevation to Fellowship in the Society requires additional support of the Society by increased dedication, effort and dues.

Member Emeritus of A.R.A.

Any Member of the Society who retires from the practice of Architecture, may request such status and all fees henceforth will be waived. This status carries full membership rights, voting privileges and full participation in Society affairs, including the holding of office.

This is the Society’s manner of honoring those members of our profession who have devoted their lives to the practice of Architecture and who wish to keep in touch with their fellow members and the progress of Architecture. Upon retirement, a request for Emeritus status must be approved by the Executive Board.

Citation and Honor Awards

Any Member is entitled to be the recipient of the Society’s Honor Awards, made annually at its convention. Honors are earned for meritorious service as an officer, or for outstanding service to the Society. Awards are granted to members for outstanding contributions in architecture. May you, the applicant, reap many treasured Honors and Citations in your A.R.A. future.

Use of Initials A.R.A.

Membership in the Society entitles a Member to use the initials A.R.A. on his drawings, signs, letterheads and in normal use following signature etc. It is restricted only in the case of personal advertising. Title blocks on drawings may also carry A.R.A. in conjunction with the Member’s name or firm. Use of the Society’s initials or insignia is prohibited to non-members or to former members. Newspaper items may carry the Member’s name in conjunction with A.R.A., providing the Member sends a clipping of the news item to National Headquarters for its files.

Society Registration Assignment

Each new Member is assigned a life-time registration number through which all records are maintained. Through this system, a Member’s service, awards, and individual data is kept by the Recorder of the Society.

As Society records are open to State Registration and Licensing Boards, NCARB and other official bureaus, it is important that all individual data be complete.

Should your address change or should you form a new association, be sure to inform National Headquarters immediately. Such promptitude will enable us to keep our records currently accurate. All Society records are permanent and a great amount of expense and effort goes into maintaining these records. Registration from the Society carries no stigma with it but in all fairness to the Society it is requested that membership not be dropped.
without notice being given. It is possible that you may, from time to time, disagree with certain policies, programs or actions of the Society. This is your democratic right. But please remember that you are joining an organization which has as its principal goal the protection and enhancement of you the Architect and the profession as a whole. Policies are formed by the creative efforts of each individual member and are voted upon and put into action only after due consideration of the mutual benefits to be derived from them for the good of the profession as a whole.

Membership reinstatement may be acquired only by a full vote of the Executive Board.

In cases of extreme hardship, deferment of dues may be granted enabling the Member to continue his active status so that he may not lose contact with the Society and its activities in his behalf. A.R.A. needs the continued support of all Architects at all times so that they may not lose touch with what is being accomplished.

**Annual Dues of the Society**

All dues are based on a January 1st to December 31st fiscal year. Suspension for non-payment of billed dues becomes final after July first of current year. National A.R.A.

- member dues . . $25.00
- National F.A.R.A.
- member dues . . $40.00

**BILLING OF DUES:** Both National and State Councils will send separate dues statements to the member. National billings will be made in December for the year following; state dues billing may vary. The Annual Society membership card will be sent only after dues have been received by the National Treasurer.

**STATE COUNCIL DUES:** The State Council dues will vary. The new Member will be notified by the State Council Recorder of the dues structure, the organization and the officers. Membership to State Council is not mandatory.

**Insurance Problems**

(Continued from page 20)

management act as an attorney-in-fact for the exchange of insurance among members, that with due diligence and astute planning of an architect's malpractice form of policy, a large enough deductible amount would eliminate the small nuisance type of claims and would make the policy feasible. Moreover, with each insured architect or engineer becoming a subscriber in the company, the problem of capitalization would be easily answered and obviously the subscribers would be more conscious of claims. It would also have a tax advantage on an Inter-Insurance Exchange or reciprocal type of company.

In the event that sufficient interest is indicated, a further announcement will be made in the next newsletter to members or magazine to all architects.

If you or your engineers are having difficulties in getting professional liability insurance or have been unable to get it, please write to The Society of American Registered Architects, 2130 Keith Building, Cleveland, Ohio 44115. State your needs and whether or not you would be interested in a cooperative type of insurance where each insured architect becomes a subscriber in the company and thereby would be interested in keeping to a minimum any payments made against a claim. The subscribers would have legal consultation service as a part of their professional liability policies.

The insurance committee has been advised by an insurance agent that it would be well to have a deductible amount of from $5,000.00 to $40,000.00 in order to maintain reasonably low policy payments.

In your letter to the insurance committee, please advise the amount required. We recommend holding it to $250,000.00 and the amount deductible to $5,000.00 or $40,000.00. However, please give your views on this. We would also like your suggestions on the general problem of professional liability.

**Housing Shortage**

(Continued from page 20)

half of 1968 as they were in the first half, and it is doubtful that 1969 will start out as strong as 1968," Wulf said. However, he added, we think improvement will be great enough as 1969 unfolds to allow housing starts to reach 1.5 to 1.6 million units compared with our estimate of 1.45 million units in 1968.

Summarizing, Wulf said, "we think that housing starts will continue to improve on a year-to-year basis and that the problems people have worried about this year will be limiting factors in industry growth and not causes for a housing decline similar to the one we had in 1966."

Poised for flight, this statue of the legendary Icarus was created by Ed Whiting—head of the Franklin and Marshall College's art department—of U.S. Steel's COR-TEN, the natural steel that ages to lasting beauty when exposed to the weather.
The initial building for Lehigh County Community College, Allentown, Pennsylvania, is from the offices of Everett Associates, (Lee Everett, FARA). This building will house administration offices, library, science labs and classrooms and will ultimately, as other buildings are completed, house only the administration offices. Total square footage is 68,539 and construction cost has been put at $1,685,310.

Housing for the elderly project designed for the Fulton County Housing Authority of Canton, Illinois, is another project from the offices of Roy D. Murphy & Associates.

THE CHANGING ARCHITECTURAL SCENE

Lincoln Village theatre recently opened in Lincolnwood, Chicago: a recent project of Liebenberg, Kaplan, Glotter and Associates of Minneapolis.
The Business of Architecture

At the 1963 A.R.A. convention a paper on “The Business of Architecture” was presented by our then Vice-president Jack Liebenberg of Minneapolis, Minnesota. This presentation created widespread interest among Architects, with the result that the American Registered Architect carried six Articles on the subject over a two-year period. Reprints were requested by many Architects until the supply was exhausted.

In this issue we have asked Jack Liebenberg to continue and elaborate on “The Business of Architecture.”
(Editors Note)

In our rapidly changing world, there are strong forces at work affecting the professional Architect’s status in relation to his clients. It is imperative that Architects, as a group, must re-evaluate their professional status in order that they can make secure the enviable position they have always held in society. It is a commonplace news item to find large corporations building up their own architectural staffs to serve their own companies’ needs. We find package-dealers offering services that lure the client away from the professional practicing Architect. We even find government itself building large architectural staffs to serve its immediate needs. We often find our role as “Captains of the Building Team” being relegated to “second place” by these strong forces. We ask, why is all this happening to plague us?

Up to a few years ago we hid our heads in the sand. Many of us were prone to proceed on the basis that we were artists and that creativity was the quotient by which we were being judged. We do not intend to belittle this viewpoint, but we must also recognize that organizational ability and sound business judgment are qualities that the modern client demands of his Architect. He looks at the package-dealer with his entrepreneur-like approach as a short cut to his building program requirements.

Much has been written and expoused by our confreres to castigate this development without first trying to put our own house in order.

We, in A.R.A., believe the time has come for self-re-examination in this respect. The question is, can we continue as we did in the “Horse and Buggy Stage”? If we are to retain our captaincy of the team, we must organize our skills to that end, or else we will be engulfed by those who want to eliminate us from the scene. Among examples of architecture which have been lost to the profession are the following:

1. a. Small Housing Plans Institutions
   Magazines for Laymen
   Newspapers—Sunday issues
   Planning services “Companies”
   (examples)
   Plan books for $1 each

b. Construction and Building News bulletins carry news items with notations time after time “buildings from private plans”
   Corporations have their own architectural staffs. Example: Minnesota, etc.

c. Industrial Park Developers
   carry architectural men on their staff.
   Offer preliminary studies and package deals. Result: Architects are only draftsmen.

d. Real Estate Residential and Promotional Developers
   Stock plans. Example:
   Florida Boom Developers
   Arizona Boom Developers
   Retirement Cities, etc.
   Multiple Dwellings promotion

e. Fabricators
   Example: Tech-built houses, Pease Homes, Natl. Homes, Portable Stock School plans, Armco Buildings, Butler Buildings—Architect designs the front only.

f. Government offices
   1) Architectural offices lost out to Central Bureaus of Architect employees
   2) GSA—Rehabilitation work
   3) Stock post office plans, stock plan books (altho larger projects prefer a registered Architect)
   4) Some school boards in larger cities employ architectural staffs
   5) Government many times does its own supervision (depriving Architects of this effort)

g. Interior Designers poach on Architects’ field. Architect finally becomes (exterior decorator). The I.D. should be a part of Architects’ team.

h. Engineers practicing architecture, etc. under various guises.
Steel windows do great things for your design and the client’s budget, but infiltration can put you on the spot. Now Bayley announces you can specify Bayseal — the practical weather stripped steel window that keeps working indefinitely to cut infiltration to half the industry standard—or better. Steel windows may be weather stripped in a variety of ways. We decided against using adhesives or screws to hold in the seal, and we put it on one plane inside an integral dovetail groove in the section. Seal is metallic or non-metallic, as you prefer, and the windows come in Bayco colors specified by the architect. For details contact The William Bayley Company, Springfield, Ohio 45501.
i. Finally the Gray Field—where Contractor
Entrepreneurs employ the Architect on a
contingent basis. Here he becomes an ac-
cessory instead of a leader of the team.

II. How do we retrieve this loss?
The last 20 years have witnessed drastic
changes in the practice of architecture. In the
late 1930's sporadic attempts were made to
encroach upon our profession. This was brought
about by demands of WW2 with its terrific im-
 pact on the services of Engineers. We, as Archi-
tects, locked upon these efforts with a sense of
aloofness and did practically nothing to stem
these abortive procedures. Suddenly we rea-
 lized that we were no longer at the helm (so
to speak)—we had to swim or sink.

Luckily for all of us, a few of the large en-
terprising architectural firms seized upon the
opportunities to broaden their horizons of prac-
tice by including specialized engineering ser-
vices and other specialized consulting facilities as
part of their architectural services. The pattern
thus established brought many facets of these
possibilities to the attention of the smaller
offices. What once seemed foreign to the prac-
tice of architecture has by this time become
more or less commonplace. Witness the recent
editorial comments in the AIA Journals about
Comprehensive Practice of Architecture. Attacks
against our profession were also made from
other sources.

Some of this review may seem to be repeti-
tious, but we feel it bears re-examination.

For review it is essential that we keep in
mind that a written contract between client and
architect is imperative. We can in this day and
age no longer depend on mutual understand-
ing, verbal promises and the like. Our profes-
sion is so full of ramifications, real and imagi-
nary, that misunderstandings whether we will
them or not, are bound to creep into our client
and architect relationship.

Adequate contract documents protect not
only the Architect, but also the Owner. They
inform the Owner and the public as to the lim-
its and extent of his commitment. In addition,
the public becomes informed of the value of an
Architect's services when his duties are spelled
out in the contract.

We must therefore first put our own profes-
sion on a businesslike basis. We can not, and
must not, risk years of training and experience
on uneconomic adventures and casual arrange-
ments. A client, and a good one, respects an
Architect who systematically lays out before
him a reasonably well prepared contract. He

an important message
to men who build with light

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knows from this example that the Architect will also care for his client's interests in his dealings with contractors and builders of the work he designed for his client.

Oftentimes an Owner's vague ideas can cost an Architect many hours of unproductive effort that in the end leads to heartaches and lawsuits. The very nature of Architect and Client relationship makes necessary definite contractual arrangements. In this respect alone he will soon find a satisfied client, everything else being equal.

The type of agreement that is necessary has been worked out over the years by our Sister organization, the A.I.A., and more recently by our own A.R.A. These copies can now be obtained from our Recorder, Mr. Hal Stonebraker, at a nominal sum. Nevertheless these forms are not always fool-proof because changes are being made from time to time to suit special conditions, and each project will by its very nature require special considerations to be added or changed in contract form. This is also important as to the General Conditions, a part of the Owner, Contractor and Architect relationship.

LEGAL RESPONSIBILITIES OF ARCHITECT TO CLIENT AND RESPONSIBILITIES OF CLIENT TO ARCHITECT:

(A) Contractual relations—
As to fees—Form of contract should contain the following:

1. Fixed percentage of construction cost.
   Definitions of cost, i.e., what work is included in "cost."

2. or, a fixed fee—a sum usually based on a percentage of preliminary estimate of construction cost.
   (a) What disposition is to be made of extra work performed by Architect, rate or other arrangement.
   (b) Arrangement for extra reimbursable expense—definitions of same, or

3. An hourly rate plus reimbursable items as defined above with definite provisions as to principal's time charge and drafting time, room charge.
   Consultant's fees should also be arranged for plus reimbursable expense.

4. A combination of (2) and (3) with a maximum fee as defined in (2). This is coming into vogue more frequently on large projects.
   (a) We should spell out a detailed enumeration of Architects's services, scope and limitations—
      1. Schematic design phase
      2. Design phase

3. Construction document development phase
4. Construction phase; administration of the construction phase
   (b) Definition of reimbursable items
   1. Extra work by the Architect a / c of changes and additions ordered by the Owner after plans and specs have been approved by the Owner.
   2. Any special analysis ordered by Owner.
   3. Reimbursable expense includes:
      (a) Transportation and living of principals and employees when traveling.
      (b) Long distance calls, telegrams.
      (c) Reproduction of extra plans and specifications beyond number of sets called for in contract.
      (d) Salaries of Clerk of the Works when authorized by Owner.
      (e) Special perspectives and models used by Owner for promotional purposes.
      (f) Fees to special Consultants, other than mechanical when authorized by Owner.
      (g) If project is delayed through no fault of Architect beyond a reasonable time, an increase of Architect's expense on account thereof is in order.
      (h) Expense of Architect on account of delayed cause of fire or other acts of Nature.

(B) Project Cost Definition—
1. All of the cost of work including Contractor's profits and overhead designed and/or supervised by the Architect is the Basic Construction Cost.
2. If project does not proceed then Basic Construction Cost is lowest Bid received.
3. If no Bids have been received Basic Construction Cost is the reasonable estimate previously prepared by the Architect.
4. Owner shall pay Architect his basic fee on materials incorporated by the Owner into the project based at current market costs.
5. If final costs exceed preliminary estimated cost Architect shall notify Owner in writing of excess and receive written approval of increase in Architect's fee on account thereof.
6. Architect has no control over final costs of labor, material and unusual conditions of market costs. Therefore the Owner can not require any guarantee of the Architect's preliminary estimates.

(C) Owner's Responsibilities—
1. To furnish all necessary certified surveys, soil borings, legal descriptions of site, e-
restrictions and easements, deed restrictions, zoning requirements, elevations of building site, contour of land, location of existing buildings, sewers, water supply, locations, utility line locations.

2. If Architect requires special soil tests, Owner shall pay for same.

3. Auditing of Contractor’s accounts of contract, provide which may provide for time and material contract.

4. If an authorized representative deals with the Architect, such instructions should be in writing.

5. The Owner should examine Architect’s progress drawings from time to time and approve or disapprove schematic work for Architect’s guidance.

6. No order or instructions shall be given to the contractors without using Architect’s guidance and written instructions in connection therewith.

**D** Architect’s Payment—

1. 5% of the base fee shall be paid as a retainer fee upon signing of Agreement.

2. Other payments due on the 1st of each month proportionate to service performed to various stages.
   (a) Schematic stage up to 15%
   (b) Design development stage up to 35%
   (c) Completion of plans and specifications up to 75%
   (d) Completion of construction phase 100%

3. Payments for extra services and reimbursable expense on a monthly basis.

4. If any portion or all of the work is abandoned or suspended, the Architect is to be paid for his services performed on account of it upon receipt of written notice from the Owner of the abandonment or suspension. Reimbursement shall also be paid.

**E** Ownership of Plans and Specifications—Availability of Architect’s records.

All drawings, specifications, correspondence in connection therewith, reports, investigations, are the property of the Architect and are not to be used by the Owner for other projects unless previously agreed to by the Architect in writing. The Owner, however, shall have access to these as pertains to the project at hand. Copies of correspondence, reports and investigations shall be made available to the Owner.

**F** Abandonment or Termination of Contract—

Either party may terminate the contract after 10 days written notice, should the other party fail to substantially perform his obligations under the contract. If the Architect is prevented from performing his services through

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no fault of his own, he shall be paid in full for services rendered up to the date of termination, including expenses, etc. (and reimbursable expenses).

(G) Assignments and Successors—
The usual clauses as to assignment of interest of either Owner or Architect is subject to approval by the Owner and Architect respectively.

(H) Number of sets of blue prints and specs, and approvals required at stages—
(a) A reasonable number of preliminary studies shall be prepared for final approval schematically by Owner in writing.
(b) Contract shall state number of sets required for bidding purposes.
(c) Contract shall state number of sets required for construction phase.
(d) Cost of extra sets shall be spelled out as to who pays, and amount.

It would be desirable if the Architect's contract contained a retainer fee payable at the time the contract is consummated. This could provide a minimum fee to cover preliminary discussions, preliminary programming, investigation of site, project feasibility, economic feasibility and probability of successful financing.

We need a businesslike approach to our profession. If a client is just shopping for free information, we will soon recognize this, if he refuses to enter into such a retainer arrangement. It is then best to concentrate our efforts on more profitable ventures with our clients.

In short, we must not be timid about presenting a contract form to our client before services reach final consummation stage—our contract must clearly state the Architect's duties and the responsibility of both client and Architect. Arrangements for payment on account at definite periods is a must. If possible, an approximate preliminary cost of construction upon which a fee, whether percentage or other arrangement can be based would be a desirable statement in the contract. This can be modified when final contract costs are available. A cost-plus fixed fee is proving attractive on larger projects. No Architect can afford to continue in practice without assistance from his cost accountant and his lawyer. From time to time their advice can prevent serious monetary losses.

There are other considerations under the heading of Legal Responsibility of the Architect to his client.

(a) The old theory of fiduciary capacity in which the Architect bases his relationship to his client to that of lawyer, doctor or dentist is fast
losing status in the courts, especially where misunderstandings have crept into this relationship. More and more Architects are being included in malpractice cases. To this end we are often included in suits for errors in design, remote accidents involving the public, years after the building has been completed and accepted by the Owner. Our A.R.A. Magazine carried an article by the writer which calls this matter more fully to our attention. From time to time we expect to bring typical cases to our members' attention. Errors and Omissions insurance is a must for every Architect.

The relationship of the Architect and his Consultants, such as Mechanical Engineering firms, should be carefully spelled out in written contract form. These responsibilities of the Engineer via the Architect is frequently questioned by the courts. In the final analysis the Architect is responsible to his Client where he furnishes the Engineer's services as part of his own detailed commitments. It behooves us to inquire of our Consultants whether the Errors and Omissions insurance that they carry is sufficient in consideration for the project at hand. The exclusions in the policy should be carefully examined. A copy of the policy should be in the office of the Architect much the same as we require the Contractor to file his policies.

Legal responsibility of the Architect under existing registration laws is a lengthy subject. This could be a treatise for a long paper but it is an important one. We hope to pursue this on another occasion. In short, every Architect must carefully screen his practice so that a Client cannot hide behind these Registration laws to prevent the Architect from collecting fees due him under his contract. This is a touchy subject when the Architect does work out of State. Corporate practice in some States is not legally recognized. Where it is recognized, the firm must file its corporate status with the respective Secretary of State.

Lien laws vary in many States. In the State of Minnesota an Architect can lien for preliminary plans and preliminary services whether the project was erected or not. In some states, certain notices must be filed within a specific time with the Owner and in certain form so that a lien right has not been forfeited. In New York State the lien laws were much like that of Minnesota, but those are being changed. Every State has its peculiar set of lien laws which bear investigation where an Architect does work out of State.

In the next Article the Author will review the subject of office budgeting.

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A new one-piece clay mission tile, priced competitively with imitation tile and other roofing materials, has been introduced by San Valle Tile Kilns, headquartered in Los Angeles, California. Teja Grande One-Piece Mission Tile is so similar in appearance to traditional mission tile that most observers are unable to distinguish between the two. Teja Grande One-Piece Mission Tile is priced lower than San Valle's traditional mission tile, primarily as a result of its construction, with top and pan in a single unit. This results in lighter weight (only 750 pounds per square), faster and easier installation (with 88 tiles per square, there are fewer than half as many tiles to handle), and lower freight cost. Specifications and detail drawings for the new Teja Grande One-Piece Mission Tile are available from San Valle, 6523 Wilshire Boulevard, Los Angeles, California 90048.

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