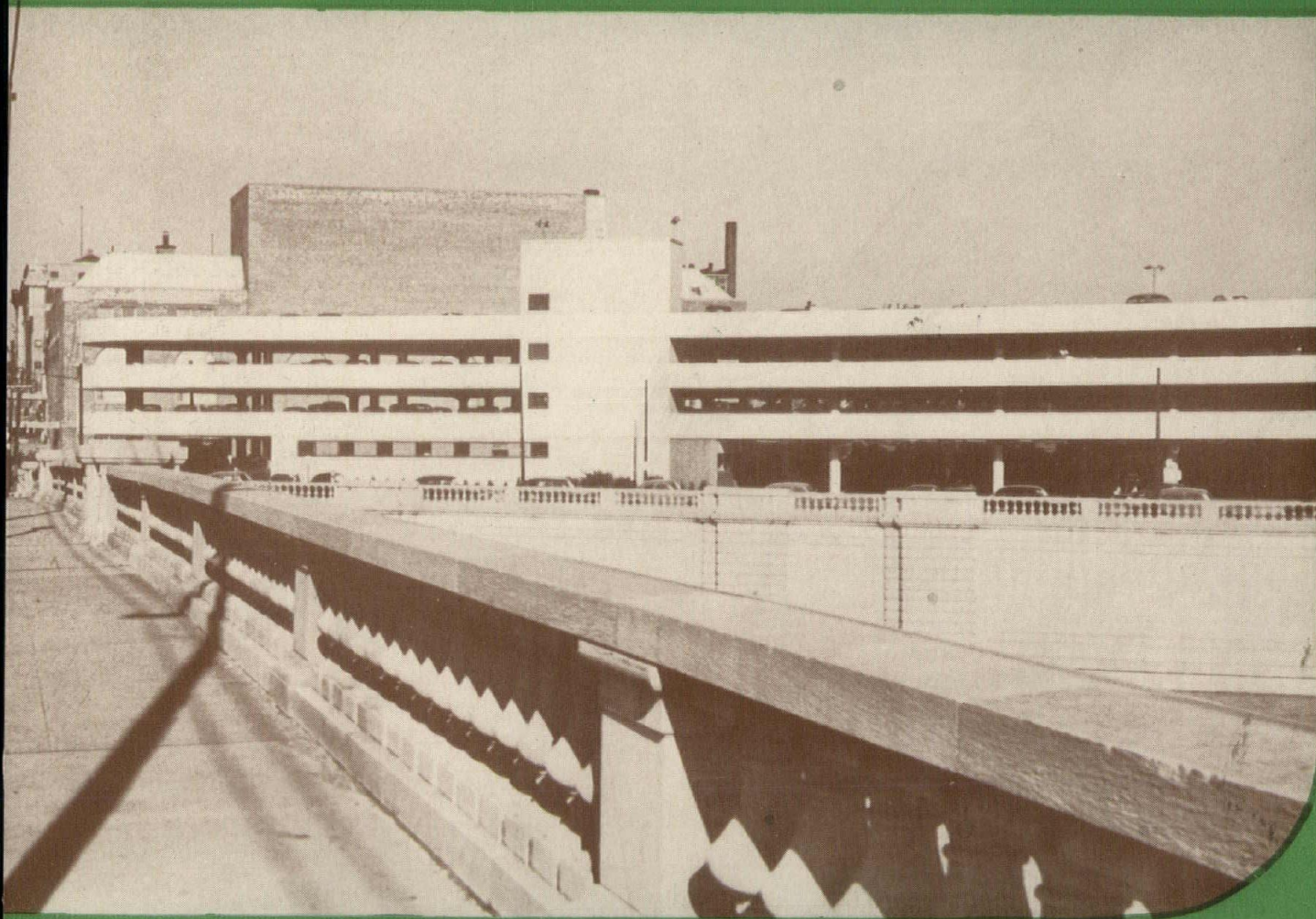


OCTOBER • 1948

OHIO ARCHITECT



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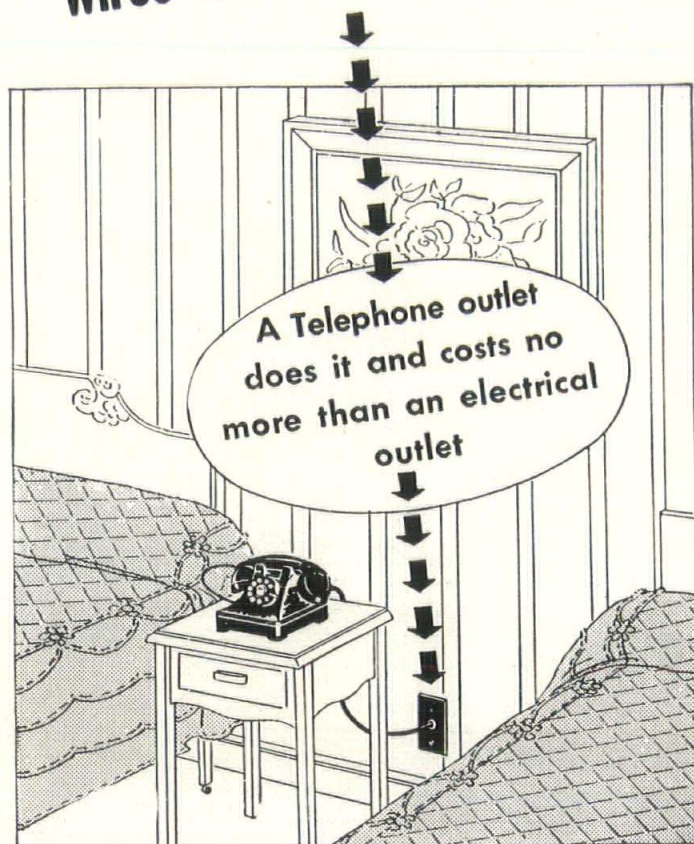
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OHIO ARCHITECT

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 Association Member of the American Institute of Architects

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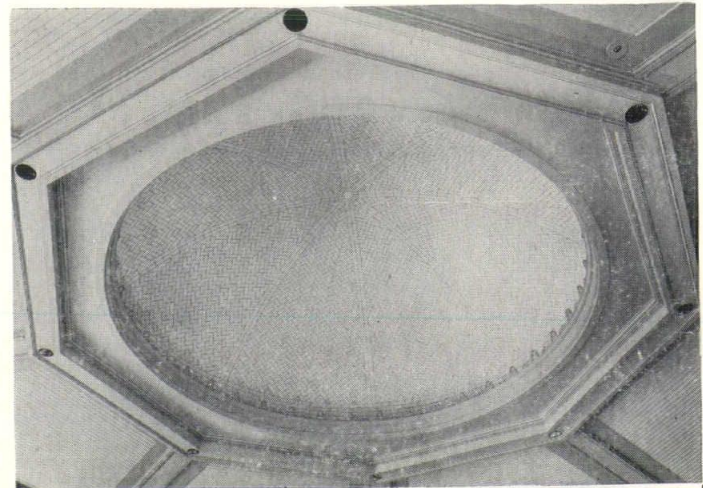
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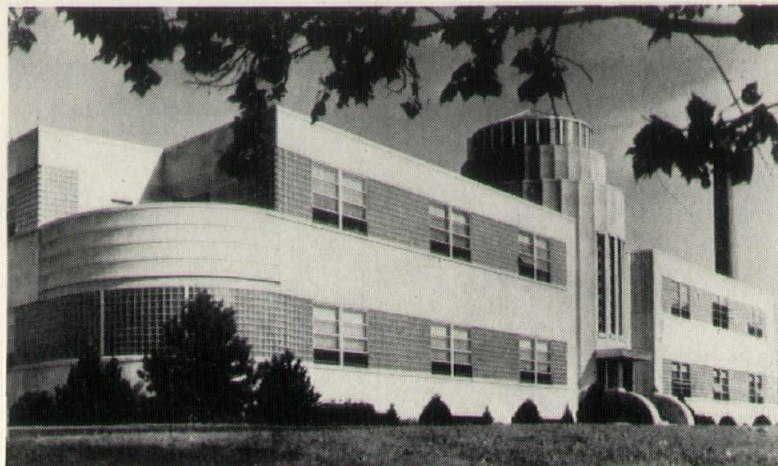
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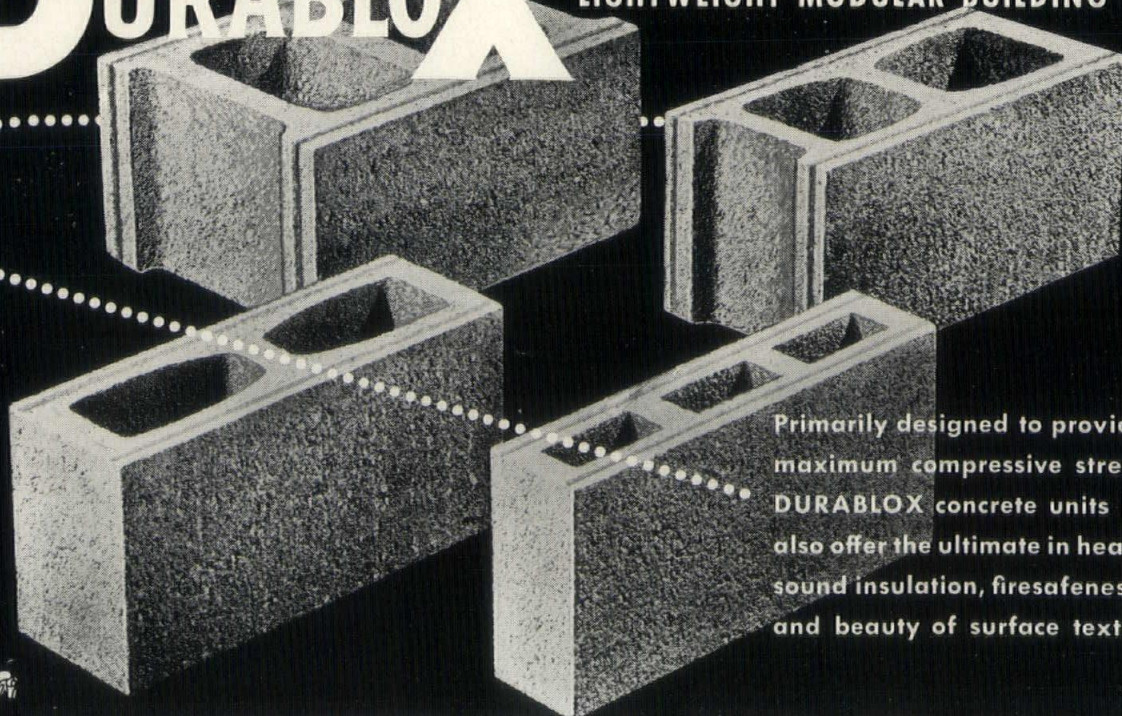
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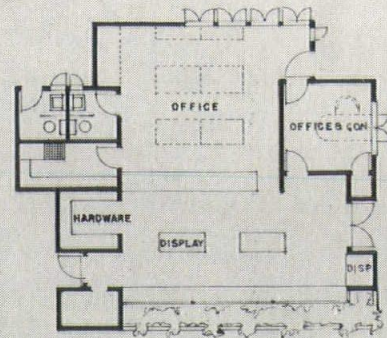
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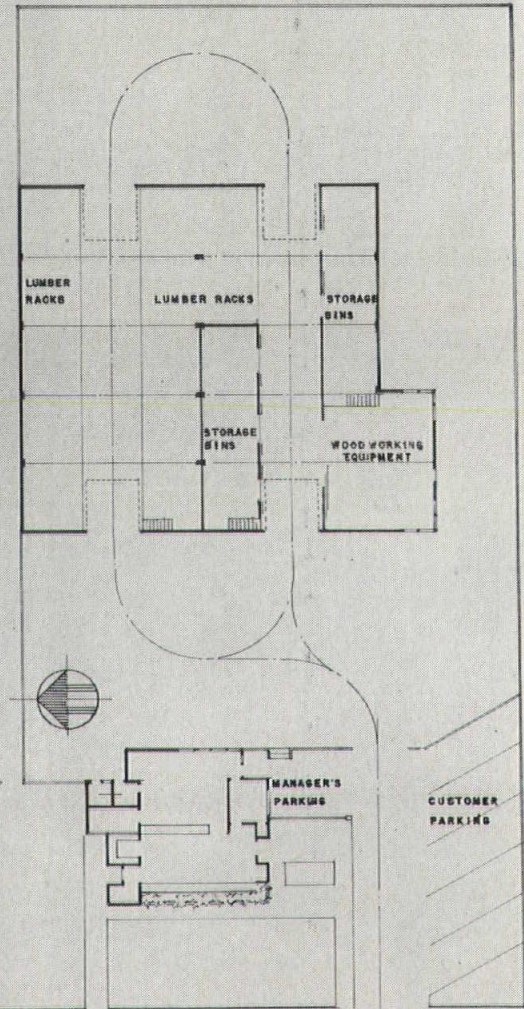
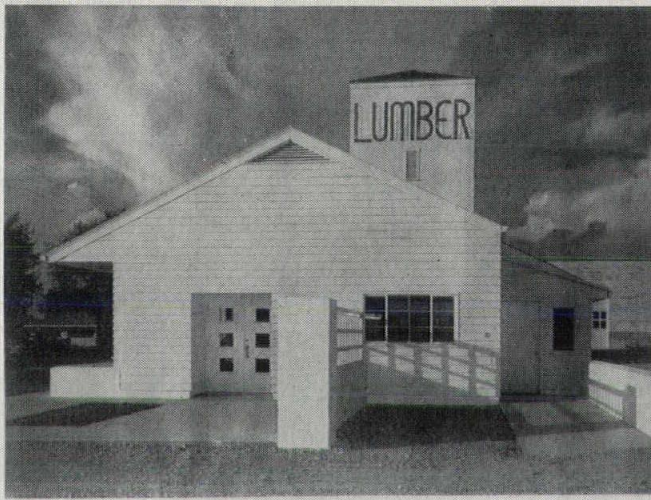
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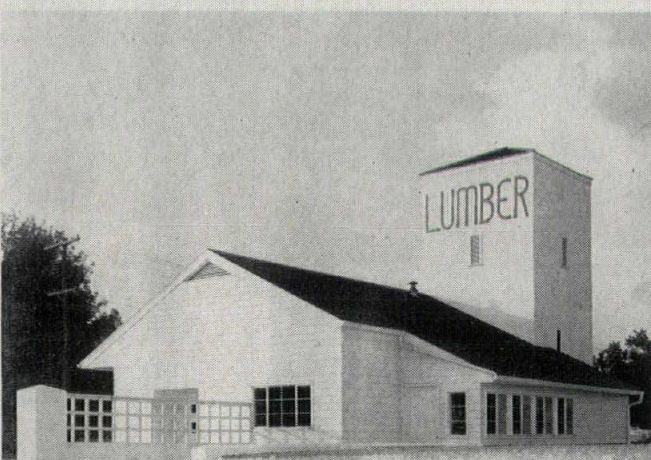
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DAYTON SEMINARS OUTSTANDING SUCCESS

The Great Lakes District Seminars just concluded at Dayton, Ohio marked the second successive year that the District has conducted such a program at Dayton. All of the meetings were well attended, the speakers spoke informatively regarding their topics, and then answered all questions put to them by the "students."

To Mr. Kenneth Black, Director of the Great Lakes District, goes much of the credit for inducing such able speakers to give their time for the meeting. Many of the papers presented will be published in the pages of this magazine, and we hope that this will in some measure help those who could not attend the



KENNETH C. BLACK

meetings to get the information and advice so well given.

The address at the Seminar banquet is included in this issue, a straightforward statement by Mr. Walter A. Taylor, Director of Education and Research of the A. I. A. But the remarks of Mr. Schenck, president of the Dayton Chapter, and of Mr. Black, were extemporaneously given, well-timed thoughts fitting the occasion. As for the Toastmaster, Frazier Smith of Tennessee, "The Old Rebel," his remarks and stories have been repeated by his listeners many times. Pledged to the theme that architects take themselves too seriously, Mr. Smith cited by illustration three predominant types: the architect who is always reviewing his accomplishments, the architect who is always demanding credit for the slightest accomplishment, and the architect who is skeptical about every good fortune. Mr. Smith accomplished his objective, if only for the evening, for everyone left the seminars in good spirits, well-rewarded.

The Great Lakes District is the first in the A. I. A. to conduct such seminars, and its accomplishments and manner of conducting the meetings have been observed by the other groups, who, according to Jack White, Field Secretary, will soon conduct their own district conferences. Present plans call for our 1949 Seminars to be held in Indiana, and it is hoped that they will soon be held in Ohio in the near future.

ONE GOLD MEDAL, TWO CERTIFICATES OF MERIT AWARDED IN 1948 CONVENTION

Three awards were made in the 1948 Convention of the Architects Society of Ohio at its annual convention in Dayton, Ohio, September 24 and 25. All three awards were in the commercial and mercantile groups. In submitting the report of their findings, the Jury reported:

"The Jury selected to Judge the Competition held by the Architects Society of Ohio at its Annual Meeting, unanimously recommends to the Convention Competition Committee that they award a Gold Medal to Potter, Tyler and Martin, Architects, of Cincinnati, Ohio, for the Lazarus Ramp Garage which they designed and which has been erected at Columbus, Ohio.

"The Jury further recommends that Honorable Mentions be awarded to James Allen Reed, Architect, of Dayton, Ohio, for the building he designed for the James Lumber Co. at Springfield, Ohio; and to Arthur J. Dupre, Architect, of Columbus, Ohio, for the Photographer's Studio which he designed for William L. Petty in Columbus, Ohio.

"The Jury, in recommending the award of a Gold Medal to Potter, Tyler and Martin, commends them for their straightforward solution in planning the ramp garage, its honest structural pattern and its excellent architectural expression, and for their contribution to the community of a distinguished structure.

"The Jury, in recommending the award of Honorable Mention to James Allen Reed for his James Lumber Company building, commends him for his achievement of unity and grouping of the various elements of a problem to which Architects have heretofore given little attention. (See drawing on opposite page.)

"The Jury, in recommending the award of Honorable Mention to Arthur J. Dupre, Architect, for his Photographer's Studio, commends him for a fitting use of modern materials in expressing the purpose of the building."

JURY OF AWARD

L. MORGAN YOST, A. I. A.

Kenilworth, Illinois

ELLIOT WHITAKER, Syracuse University,
Syracuse, N. Y.

J. ROY CARROLL, JR., A. I. A.
Philadelphia, Pa.

DAYTON SECRETARY NAMED SWEETHEART OF A. S. O.

At its convention in Toledo, The Architects Society of Ohio, Charles F. Owsley started a custom by introducing Mrs. John N. Richards of Toledo, chairman of the local Womens Committee, as the "Sweetheart of the Convention." Other convention Sweethearts have been Mrs. A. W. Stoutenburg of Norwalk, and Mrs. Wm. Briedenbach of Columbus.

At the Dayton Convention, the custom was continued when Mr. John N. Richards was asked to present the

(Continued on page 15)

RESOLUTIONS ADOPTED BY THE ARCHITECTS SOCIETY OF OHIO AT THE FOURTEENTH ANNUAL CONVENTION

REGARDING INCORPORATION

WHEREAS, The Architects Society of Ohio is a non-profit State Organization, chartered by The American Institute of Architects, a corporation organized under the laws of the State of New York, and

WHEREAS, The Architects Society of Ohio is an organization whose members are corporate and associate members in good standing of the American Institute of Architects, personally and jointly liable for any action by the Society or its designated officers, and

WHEREAS, The Architects Society of Ohio can better serve its members if it is a corporate body with rights to hold and administer properties, trust funds and scholarships, and to act for the profession on matters affecting the practice of architecture within the State of Ohio.

NOW, THEREFORE, BE IT RESOLVED, That The Architects Society of Ohio of The American Institute of Architects in convention assembled, does this twenty-fourth day of September in the year nineteen hundred and forty-eight, authorize and instruct its elected officers and Board of Directors to employ legal counsel and to obtain for the Society a charter of incorporation under the laws of the State of Ohio as a non-profit corporation, and does hereby grant to said officers and directors the authority to act as its incorporators, and to defray the costs of such incorporation and related expenditures from the funds of The Architects Society of Ohio.

BE IT FURTHER RESOLVED, That a copy of this resolution be spread on the records of the Society, that the By-Laws shall be amended where required, provided that any such amendments shall have been submitted to and approved by the Board of Directors of The American Institute of Architects before they shall become effective.

Done this twenty-fourth day of September, 1948, in the City of Dayton, Ohio.

REGARDING THE DAYTON CONVENTION COMMITTEE.

WHEREAS, The Architects Society of Ohio has enjoyed the hospitality of the Dayton Chapter of The American Institute of Architects during its fourteenth annual convention, and

WHEREAS, Ralph W. Carnahan has served faithfully and dilligently as chairman of the Society's Convention Committee, assisted by his able secretary, Miss Naomi Hileman, and by the members of his committee,

NOW, THEREFORE, BE IT RESOLVED, That The Architects Society of Ohio, in convention assembled, this twenty-fourth day of September, nineteen hundred forty-eight, does hereby express its appreciation to the Dayton Chapter of the American Institute of Architects and Ralph W. Carnahan and his committee for their tireless efforts in perfecting the arrangements, the program and the enjoyable social calendar for the pleasure of the visiting architects and their wives.

REGARDING OFFICERS OF THE SOCIETY

WHEREAS, The Architects Society of Ohio has successfully accomplished the resumption of publication of "The Ohio Architect," the publication of a "Statement of Professional Services and a Schedule of Recommended Minimum Fees," the acceptance of its recommendation by the Ohio Director of Public Works, during the past year, and

WHEREAS, The officers and directors of the Society

serve without compensation for their expenses and at personal sacrifice of their time,

NOW, THEREFORE, BE IT RESOLVED, That The Architects Society of Ohio, assembled in its fourteenth annual convention, does hereby commend the officers and directors of the Society for their services to the organization, particularly so to the retiring President, Mr. Russell S. Potter, and to Mr. John F. Suppes, Past President.

EXECUTIVE BOARD ENDORSES A. I. A. FELLOWSHIP

At its annual meeting, the Executive Board of the Architects Society of Ohio recognized the important part which Matthew Del Gaudio of New York had played in bringing about the unification of the Institute with the many architect state organizations. It instructed its secretary to send the following telegram to Mr. Raymond Ashton, Chairman of the Jury of Fellows of the Institute:

"The Executive Board of the Architects Society of Ohio unanimously endorses and recommends to the Jury of Fellows the Advancement of Matthew Del Gaudio of New York Chapter to Fellowship in the Institute for his untiring service to the profession in forwarding the Institute's program of unification."

Mr. Del Gaudio acted as chairman of an Institute committee which studied the possibilities of unification and which drafted the necessary changes in the Institute's structure to make possible the amalgamation of all professional groups within the Institute.

A. I. A. COMMITTEE SEEKS INFORMATION ON SUB-CONTRACT BIDS

Cooperating with the Associated General Contractors of America, the A.I.A. Committee on Contract Documents is asking each Chapter in the Institute to answer the following questions, and has prepared a "Guide to Bidding Procedure," A.I.A. Document No. 333:

1. Are bidding procedures and relationships satisfactory in your territory with respect to general contractors and subcontractors?
2. In general, do general contractors receive sub-bids in time to study and consider them for inclusion in the general bids?
3. If not, what in your opinion are the prevailing reasons for tardy submissions of sub-bids to general contractors?
4. If conditions are satisfactory are they due to any particular bidding procedure that you have worked out and established? If so, please explain briefly.
5. If conditions are not satisfactory, have you any suggestions as to how they may be improved?
6. Do you have a so-called bid depository for sub-bids in your area? If so, what has been its experience and what are your reactions to its operation?

Mr. William Stanley Parker, Chairman of the Committee on Contract Documents, is asking that the answers to these questions be sent to him not later than December 1, 1948.

MAin 6158

ARTHUR E. SCHWEMLER
CONSULTING ENGINEER
ARCHITECTURAL - STRUCTURAL
Member National Society
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CLEVELAND 14, OHIO

REPORT OF THE PRESIDENT TO THE MEMBERS OF THE ARCHITECTS SOCIETY OF OHIO, SEPTEMBER, 1948

The job of being president of the Architects Society of Ohio is not a spectacular one. Under present procedure, the position is not achieved suddenly or overnight. Election to the presidency marks the culmination of three years of service with the executive board.

The duties of the president consist in the main of programming the year's work, appointing standing and special committees, and presiding at meetings of the executive board.

Not the least of his concerns consists of the continuance and completion of actions instigated during a previous administration. He must be reconciled to the fact that some affairs of legislation and the like initiated by his administration may be continued and completed after his retirement.

At last year's convention in Akron the committee on Architectural Practice presented a recommended schedule of minimum fees. This schedule having been approved by the convention, it became one of the first duties of the 1948 executive board to see that every architect in Ohio be provided with a copy. This was accomplished through the agency of the Society's magazine, "The Ohio Architect."

The magazine was revived through the persistent efforts of the Public Relations Committee. Through intelligent editing and careful publishing it has become one of the best of the regional publications. It functions as a distributing agency of news and information to the architects of the State. It is mailed to the Director of Public Works in Columbus, to Boards of Education and to county, city and village governments throughout Ohio. We are convinced that it will serve to acquaint persons other than architects with some of our objectives and the reasons in back of them.

During the early summer, members of the executive board called on Director of Public Works, Mr. George B. Sowers, and requested consideration by the Department of Public Works of a schedule establishing more equitable fees than the system now in vogue. Mr. Sowers welcomed the suggestion. In reviewing the State Fee Schedule adopted at the Akron Convention he pointed out that the "B" Schedule includes most of the building types coming within the State Building Program, sug-

gested that it be further detailed for State work to provide higher fees for commissions of less magnitude than those appearing in the schedule, and that on commissions for alterations and remodeling 3% of the cost of construction be charged in addition to the fees noted.

Mr. Sowers suggested that the architects consult with the engineers and that a fee schedule satisfactory to both bodies be presented to him for reference to the State Controlling Board. Such action has been taken. The fee schedule approved by our Committee on Practice and by the Executive Board of the Ohio Society of Professional Engineers has been in Mr. Sowers' possession for several weeks. Mr. Inscho is following up the case and is keeping as closely in touch with the progress of our suggestion as is diplomatically possible.

On Wednesday, October 22nd of this year an informal meeting was held with representatives of the executive board of the Ohio Society of Professional Engineers. During the course of that meeting it was decided that the mutual welfare of the Architects and the Engineers could best be served through cooperation. It was further decided that at an early date a formal meeting of the two boards would be held to reconcile revisions in our registration laws to the end that we might present a united effort before the State legislature bodies during the coming session.

During the summer meeting held at Massillon Country Club, the Executive Board discussed the advisability of incorporating The Architects Society of Ohio. It was argued that incorporation would enable the Society to own property, administer scholarship and Trust Funds, and would enable the officers to represent the Society in legal matters. The secretary obtained a favorable opinion from the Executive Director of the American Institute of Architects, Edward C. Kemper, on the propriety of incorporation. The Executive Board agreed to submit a resolution favoring incorporation to the 1948 Convention.

The standard form of agreement is still being revised and it was voted at the Dayton Convention that the executive board be given the power to revise, adopt and distribute the completed document.

(Continued on page 19)



Left to Right: L. Morgan Yost, Chicago, Mrs. Russell S. Potter, Mr. Potter, Mrs. C. Curtiss Inscho, Mr. Inscho

THE EDUCATIONAL PROGRAM OF THE AMERICAN INSTITUTE OF ARCHITECTS

Remarks at the Great Lakes District Meeting
Dayton, Ohio, Sept. 23, 1948

By WALTER A. TAYLOR
Director, Education and Research, A. I. A.

Ninety-one years ago the founding fathers of The Institute has undertaken and carried through many and varied activities pointed toward that objective and The Institute is still working toward that goal. Very obviously, the whole profession has been elevated by The Institute, even though until recently it included only a small fraction of the profession. Also, obviously, it has not achieved the second very idealistic part—the “perfecting” of its members, who now number close to 8000.



WILLIAM A. TAYLOR

The current program is implemented by the new structure of The Institute (of which President Orr was the principal author while a member of The Board in 1945). This is a reorganization of the headquarters staff and committee functions, which, together with the unification program, constitutes a pretty drastic overhauling.

One of the three departments at The Octagon is the Department of Education and Research—which accounts for my presence here.

Whom are we educating? Well, to begin with, a lot of the general public certainly need education about architecture and architects. It has always been a major mystery to me why so many Americans, presumably intelligent, shrewd and business-like, will buy a pig in a poke when it comes to building their dream house. They will sign their names to a contract involving their savings of half a lifetime, based on some crude drawings on wrapping paper, a few paragraphs of specifications and a lot of verbal promises, none of which hold water any better than the basement. They are complete babes in the woods regarding the highly complicated process of manufacturing and assembling a modern structure, but they think they can “save” the fee of the one professional service that can see all around the problem technically, functionally and aesthetically, and see them through the complicated operation. They cheerfully pay the realtor his fee for a used house, and they would not think of trying to carry a case to court without a lawyer or themselves through a major illness without a physician. But they by-pass the architect or unwittingly pay a partial concealed fee for incomplete service, and then spend the rest of their lives wishing that the house were better built, better looking and more conveniently planned, and worrying about the lowered resale value, or else just having their personalities and family life ruined by continual subconscious frustration due to their drab, cluttered, cramped, inconvenient, uncomfortable surroundings.

Why do so many regard us as merely picture-makers, exterior decorators and a stylish luxury? You know why

—because we have not until 1930 paid enough attention to the average home, because we have over-emphasized the aesthetic part of our job, because we have too often exercised our ingenuity to the end of making buildings cost more rather than less, and because so many of our educators have lived in ivory towers and taught the boys not to allow themselves to be contaminated by engineering and economics, until a new crop of educators came along teaching the boys to design like 6H engineers—a pendulum swing which also doesn't give the public what they want and need.

Of course we ought always to recognize that home building is a secondary instinct. (I don't know whether the sociologists and anthropologists have recognized it or proved it to their own satisfaction, but they will some day, after 57 Ph.D. theses have deployed around the subject.)

Now the inherited instincts of mamma and papa love-bird are sufficient for the building of a nest of some kind out of twigs, or logs and mud, but technology is too fast for human evolution and when they try to tangle with panel heating and air conditioning, thermostatically and humidistatically controlled, plastic lumieres, insolation and insulation, solarized and polarized, modular coordination and functional flow lines all sociologically integrated, all expansible, demountable and semi-pre-fabricated—the confusion is pitiful and sometimes disastrous. That is where we come in, to bring order out of chaos, biased in favor of the client and not toward any one of the techniques contributory to the confusion.

However the public understanding of our function and value is steadily improving. The financial interests, having burned their fingers in the 1930's on their mortgages placed in the '20's on jerry-built junk, have in the '40's put architectural safeguards around their investments, backed up by rulings of the F.H.A. and the F.D.I.C. The Better Business Bureau says in its Facts book on Buying and Building a Home, “The question is not, can you afford an architect, but can you afford to do without one?”

However, we now see that *minimum* standards tend to become the accepted standards. They are only dimensional and specification standards. It is obviously difficult to write criteria of architectural character and livability into a set of rules. The Institute's Committee on Housing Criteria is attacking two aspects of the problem:

1. Emphasis upon livability and architectural character in contrast to minimum standards of area, dimension and construction.

2. Education of the public, the builders and the money lenders in the facts of life, architecturally-speaking—namely, that architecture is always evolving, that we will not go on forever living in Cap Cod cottages, that a style label of any kind is no guarantee of good design, that the contemporary mode of design is not a blind alley or a flash-in-the-pan, that present attitudes are obstructing progress and preventing acceptance of cost-reducing technical improvements.

Other national committees of The Institute are at work on material which will be valuable to the profession and the public. The Committee on Local Public Building is concentrating on local government buildings. Their objective is, in simplest terms, to study and tabulate, for various areas and populations, the space and functional requirements for *all* present-day government functions, including relief, welfare, public health, etc., as well as legislative, judiciary and executive. It should lead to more functional planning of buildings

(Continued on page 12)

ARCHITECTS' FEES

Clarence B. Litchfield, A. I. A., Chairman,
A. I. A. Fees Committee

Architects can always have interesting discussions and arguments about the solution of an architectural problem, for there are always several solutions to a given problem, depending upon the mental approach and the emphasis given to the different parts of the problem. There is one side of our profession, however, which is



Clarence B. Litchfield

not open to argument. The architect is making a fair profit and is performing proper service, or he is not receiving the proper fee and is not able to perform adequate service.

The basic concept of fees for professional services should be a fair, adequate profit for the performance of honest and acceptable service. This concept has not been adhered to in past practices for I do not believe that the percentage fee assures a fair profit. There are only two basic types of contracts that assure a fair profit, namely, a fixed-profit-plus-cost, and the cost-plus-a-variable-profit.

All other fees throw the costs and anticipated profits into a single final bill and are basically wrong, for they accept the principles of merchandising for payment of professional services.

I would like to review briefly the four basic methods of determining our architectural fees in use throughout the country.

1. The percentage fee is used most prevalently and has been recommended by the A. I. A. in the past. The National Fees Committee has recognized faults with this contract and has recommended that this standard contract be changed to take care of recognized faults.

(a) Omit the percentage amount so that it can be settled by the different chapters or districts, for economic reasons varying in our large country.

(b) Make the indefinite clause regarding fees for changes a definite clause—a predetermined profit based upon costs for making the changes.

(c) Conduct all arbitration under the rules of the American Arbitration Association.

(d) Change the payments of fees to include a 10% retainer, 15% additional at time of completion of preliminary drawings, 55% additional during working drawing stage, and the final 20% during the construction period.

2. A Fixed Fee or Profit Plus Cost type of contract is used on large work and was used during the early part of the last war.

3. The Cost Plus a Variable Fee or Profit is becoming more recognized and has the advantage that the fee or profit is in direct proportion to the effort and thought spent on the project. This type of fee is now recommended by the New York Chapter, A. I. A. There are several ways of using this contract. My office invariably uses 2½ or 3 times the drafting cost. We have found this to be fair to the client and to us. During the period of high costs, plans can be changed to reduce the construction costs after bids are received without the usual fee argument with the client. This contract also eliminates the argument as to the fee category of a project.

4. A discussion of the Negotiated Lump Sum Fee is the topic assigned to me. It is very prevalent, particularly on large work with the Federal Government. Many of the architectural commissions during the war had fees determined by this method and all the Veterans Administration hospitals were designed on a negotiated lump sum fee, definitely accepting the merchandising principle. A thought was suggested by the National Fees Committee of the A. I. A., when our annual report was submitted to the Octagon this last spring, that a descriptive paper should be compiled for the use of our members. We thought this paper should explain the intricacies of the Negotiated Lump Sum Fee. Some of us have been working with this type of fee for a long while and know by this experience the information we must have to negotiate these fees and the protection we must have in our contracts to be able to sign this type of contract. We do not know how long the government will demand the use of negotiated contracts. We suspect that there will be a large amount of work in the future and realize that work of large magnitude will not be determined on any percentage fee basis that will be fair to both the owner and the architect. The thinking by the architect and the client during the negotiation period invariably has very little relation to the usual percentage type of contract, and I am afraid that this approach is foreign to the practice of many architectural firms.

There are many details in the negotiation of such a contract that are unique to it, for the architect is agreeing to perform a particular and specific service for a definite amount of money. All the details of the contract must be known and carefully considered by both the architect and the client during negotiations. We believe that a fair compilation of the type of information that must be determined in order to negotiate would be of real value not only to the architect during the negotiation period, but to the departments of the Federal government when they are drawing up this type of contract. These departments will realize that the A. I. A. is trying to cooperate with the government, for a good many conferences will have to be held with these departments before the paper can be completed. It will also impress upon them the need of precise information in the contract. We have had experiences during some negotiations with contracting offices that lead us to believe that they and the architects have not studied the intricacies of this type of contract.

Many of you have probably heard criticisms of low government fees arrived at by negotiation. I question whether blame should be placed on the government or its agencies for these low fees. Should not the blame be placed on the architects who would accept a contract proving financially unsound? The architect entering such negotiations must remember that the government is using a skilled negotiator who is used to conducting such processes many times more than is the architect on the opposite side of the table. The government's representative is just that; he does not have the final say but must receive final approval of his actions from Washington, a distinct advantage for him, while the architect usually represents himself, necessitating snap judgments, and usually discloses by his actions and expressions his thoughts and reactions. Many times the architect is nervous and anxious to clinch the job; he is thinking of his next move and does not listen carefully; perhaps the architect should also be represented by an associate. The government negotiator will be able to tell you that a certain fee is fair, since Joe Squaretee, Architect, in Triangle, Ohio, accepted that fee for a

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ARCHITECTS' FEES

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similar job four months ago. Should such a statement matter? Of course not. Salaries have risen since then—Joe's commission was such that he is losing money. Why should one instance or many instances of poor fees be further perpetuated in the present negotiations?

A specific instance, plus experiences of others, should prove interesting. My office is now completing the design of a large Veterans Hospital estimated to cost \$23,000,000. Two solid weeks were spent negotiating that contract not counting the week necessary for analyzing the program.

This particular problem was divided into four phases: Preliminary one-line sketch drawing submission; preliminary two-line submission to include major structural and mechanical requirements; working drawing phase; and finally, Construction phase, during which we check shop drawings and interpret the drawings for the Supervising Engineers.

In order to know what fee was fair to us we had to know many things, such as:

(a) What was the program; was it well considered, all inclusive, carefully compiled and would there be any changes to it?

(b) The approximate cubic contents and square foot areas of the structures in the program. This allowed us to approximate the number of drawings to be made for each presentation. From the number of drawings we were able to evaluate their costs by using carefully compiled drawing costs of past and current products of the office. There were the mechanics; we then had to evaluate the time that would be spent in the actual design. We also had to limit in the contract the number of times a single submission could be resubmitted without extra remuneration.

(c) If the program might be changed, a basis for determining fees for these changes must be described in the contract.

(d) All of the mechanical requirements in the project must be known to settle mechanical fees.

(e) The detail required in the estimate of the construction cost of the project must be known to evaluate that service.

(f) What are the site conditions and the soil characteristics? Will special foundation work or piles be necessary? Should the structure be of steel or reinforced concrete?

(g) How many sets of blueprints will be needed for each submission? Can the final drawings be made on paper, linen, or can they be photolithographic prints from paper drawings?

(h) Where will the client's critics be located; will they be available in our office or will we have to travel to a distant city to obtain approvals and to answer questions? How many trips should be included?

(i) A definite time limit must be set for approvals of submissions and completion of the drawings, as costs and salaries are going up, and a delay of a few months can be disastrous.

(j) We had to know that a Cataloging Department would be needed to itemize the requirements of each room, so that no detail of the program would be omitted during the completion of Working Drawings and Specifications.

(k) What models and perspective drawings are needed?

(l) How many visits to the site during construction were to be included in the contract?

(m) We had to realize that shop drawings were being poorly prepared today because of unskilled employees, necessitating more checking time.

(n) What consultants would be needed, such as acoustic and special lighting?

(o) How far is the landscaping design to be carried?

From this list you can well see that the architect must carefully analyze the project under negotiation, and he must keep precise and accurate office records of past and current experience. The Negotiated Lump Sum Fee Contract is not a particularly desirable type of contract, but important agencies of the government are demanding that it be used. I have seen contracts of a much worse type, and am always ready to negotiate a lump contract as long as it is requested.

Should a descriptive paper be compiled and issued by the A. I. A. to guide architects not familiar with this contract? Would it be of real value to you? Or should we try to eliminate its use by government agencies? I question the latter possibility, for we would have to go through the same motions to prove the percentage if the percentage contract were used in its place. Should we not face present problems as well as we can and accept and work on a long-range concept that we should be paid a fair and adequate profit for the performance of honest and acceptable service represented by the Fixed Profit Plus Cost, and the Cost Plus a Variable Profit type of contracts?

(The above address was delivered to the Architects Society of Ohio at its fourteenth annual convention, September 24, 1948, at Dayton, Ohio).

EDUCATIONAL PROGRAM OF THE A. I. A.

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or groups of buildings, to the end that Mr. John Q. Public gets some relief from the old run-around—at least in distances—between Federal, State, County and Municipal departments, divisions, branches and bureaus. It should also mean that we cannot cram today's government into Richardsonian Romanesque or Rubberstamp Rococo monuments, with the busiest spot, the traffic court, in an abandoned basement storage space next to the men's room.

The Committee on Atomic Age Architecture will work closely with the Atomic Energy Commission and the appropriate departments of the armed services, in the preparation of valuable planning data, pertaining not only to civilian defense but also to the numerous planning, structural and specification problems growing out of the non-military applications of atomic energy.

The Committee on School Buildings will make a fresh approach to the problem of buildings to fit today's and tomorrow's theories and practices in education. We need a statement of basic planning principles to replace the outmoded standards now so firmly embedded in codes and customs.

In the matter of building codes generally, the Institute's Committee on Codes, with an advisory member in each state, is attempting to unfreeze code writing and revision machinery at the state level, so that it will not be necessary to convene the legislature to cross a t or dot an i or adopt a standard approved by a nationally recognized technical organization; and so that a manufacturer or builder need only demonstrate his product or method to one board of standards for statewide approval.

One of the ten national committees which reports to The Board through this Department is the very important Committee on Education, ably chaired by Ken

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Johnstone of Carnegie Tech. Also on the Committee are Dean Wells Bennett of the University of Michigan and Alexander Robinson of this District. The Board has recently requested that the Education Committee prepare a comprehensive statement of the Objectives of Architectural Education, including reference to accrediting and registration.

The Committee is now engaged in the study and the preparation of a report, and I am therefore able to speak only in general terms. The Board of The Institute, in its instructions to the Committee, has emphasized, first, that The Institute has no desire to attempt to regiment the schools and, secondly, that the study and report should be comprehensive, viewing education as a lifelong process. The Institute may wish to specify the end product, but it is understood that the schools must use their own skill and judgment in processing the product.

But what is the end product? What is the program or specification toward which we are designing? That calls for some definitions or assumptions—some trite, some controversial:

Is architecture an art or a science, is it a craft or a profession? It is all of these, and a business as well.

It is an art, not only in that it deals with aesthetics, but more fundamentally, it involves individual personal insight, judgement and skill, and it is also a science because it involves principles and rules that are scientifically verifiable, that are widely accepted and can be taught and learned and framed in law. It is a craft because it requires personal manual skill gained by experience; and it is a profession because it means personal service and requires a high degree of social and financial responsibility and integrity. The architect is both artist and technologist, and some want to make him also a sociologist and an economist. Remember the hours we wasted as students arguing far into the night as to which is more important, the architect or the engineer? I have been pondering that question for 30 years. I hold degrees in both architectural engineering and architecture and have practiced as both.

For a statement of position and attitude for today, we may compare ourselves with the medical profession. In the whole field of health there are many kinds of technologist: bacteriologists, physiologists, nurses, laboratory technicians, pharmacists and dieticians, etc., and there are physicians who decide when and how the talents and products of all the others are to be used for human welfare.

The architect is not merely another kind of engineer who designs buildings instead of bridges or machines. In the vast field of shelter, the building industry, there are manufacturers, financiers, realtors, many kinds of engineers and builders. Are we staking too wide a claim in saying that the architect's role is primarily that of diagnostician and coordinator of the talents and services of the others, that the architect is the quarterback of the building team? We will be accepted at our own appraisal if we can equip ourselves with the right kind and amount of technical training to command the respect and cooperation of the specialists. The architect should not be a technical specialist. I propose the following definition of an architect: a technologist who specializes in the human aspects of the problem. I believe that this is broad enough to include everything from aesthetics to air conditioning and city planning.

You are probably saying, Well that's a pretty large order and how are you going to do it in 4, 5 or 6 years

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SCHOOL BUILDING PROBLEMS

A conference of major interest to the architectural profession in Ohio, has been called to meet in Columbus on Monday and Tuesday, November 8 and 9, 1948, sponsored by The Bureau of Educational Research, College of Education, The Ohio State University in cooperation with The Architects Society of Ohio; The State Department of Education; The Ohio Association of School Administrators; The Ohio Education Association and The Ohio Public School Business Officials.

The meetings will be held in Campbell Hall Auditorium on the Campus with a program tentatively set up to take up the following questions:

Monday Morning, November 8, 10:00 A.M.

Presiding: T. C. Holy, Director, Bureau of Educational Research, The Ohio State University. "*The Place of Educational Planning in a School Building Program.*"

Speaker: Ray L. Hamon, Chief, School Housing Section, U. S. Office of Education.

Panel to discuss this problem further: Terry Wickham, President, Heidelberg College, Tiffin, Panel Chairman.

Monday Afternoon, November 8, 2:00 P.M.

Presiding: W. C. Ronan, Chairman, Department of Architecture and Landscape Architecture and Chairman of the Education Committee of the Columbus Chapter of the A.I.A.

"Trends in Building Materials, Design and Cost."

Speaker: Francis R. Scherer, Architect and Assistant Superintendent of Schools, Rochester, N. Y.

Panel to discuss this problem further: Panel Chairman: John H. Herrick, Head Survey Division, Bureau of Educational Research, Ohio State University.

Monday Evening, November 8, 8:00 P.M.

Presiding: C. Curtis Inscho, President, The Architects Society of Ohio, Columbus.

"The Selection and Employment of the Architect and General Provisions of His Contract."

Speaker: Walter S. Taylor, Director Research and Education, The A. I. A., Washington, D. C.

Panel to discuss this problem further: Panel Chairman: E. B. Sessions, Bureau of Educational Research, The Ohio State University.

Tuesday Morning, November 9, 9:30 A.M.

Presiding: Harold Vincent, Superintendent of Schools, Canton, Ohio and President, Ohio Association of School Administrators.

"Financing School Plant Construction."

Speaker: Ray L. Hamon, Washington, D. C.

Panel to discuss this problem further: T. G. O'Keefe, Director of Research, O.E.A., Columbus, Panel Chairman.

Tuesday Afternoon, November 9, 1:30 P.M.

Presiding: R. M. Eyman, Assistant Superintendent of Public Instruction, Columbus.

"The Rehabilitation of Old Buildings and Equipment."

Speaker: F. R. Scherer, Rochester, N. Y.

Panel to discuss this problem further: Panel Chairman: R. S. Wenzlau, Director of Schools, Toledo.

A number of leading men in the educational field together with a number of architects have accepted assignments to be on hand to take an active part in the various panel discussions. All interested persons, especially the architects and engineers closely related to this field of professional endeavor, are invited to attend and take part in these meetings.

Inquiries relative to the meetings should be directed to Dr. T. C. Holy, Director, College of Education, Ohio State University, Columbus, Ohio.

EDUCATIONAL PROGRAM OF THE A. I. A.

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of college? The answer is that is cannot be done, even if college were extended to 8 or 10 or more years. The college period is only 10% of your active, mature life. Our educational program is based on this principle and several others.

In appraising the curricula of the schools of architecture, let us remember that in this limited period, we have to strike a balance between the skills and handbook training of the trade school and the broad education and basic theories which are the proper concern of a university. I remember most distinctly hearing Charles F. Kettering say to the faculty of the College of Engineering at Ohio State 30 years ago, in the presence of the students, "You fill these students with fundamentals, math, sciences, English and graphics, and we'll make

engineers out of them." In recent years Dr. Willis Carrier has been saying somewhat the same thing to engineering educators.

Let me remind you that in architecture we have never entirely surrendered the office training or apprentice system, and that the schools have never claimed to produce the finished product.

We may also note, as Dr. Eliot said years ago, that in education attitudes are at least as important as information. Another basic principle is embedded in the very word 'education', coming from a Latin root meaning *to lead forth*—it is drawing out as well as pouring in. The best educating is done when the student is proceeding under his own power. The college program of formal education has failed if it has not inspired and equipped the student for lifelong self-education. The Institute's program is focused on the post-college years, but, to paraphrase an old saw, 'You can lead a practicing architect to a refresher course, but you can't *make* him learn.' We may even have a portable drinking trough to be led to the horse, but you've got to do the drinking, as you are doing in this excellent 2-day Seminar.

How can we best organize this total program?

It may be suggested that there are three broad objectives or desired quantities: the architect to be educated as a (1) citizen, (2) professional man, and (3) as a technician. The educational process will extend over three or four phases or time periods: (1) pre-college period, (2) the college period, (3) the period between graduation and registration, which I prefer to call the interne period, (4) the lifetime of the practitioner after licensing.

Plotting three objectives or qualities against four time phases provides twelve combinations or areas of education.

The major responsibility for the post-college period is yours, in the Districts, the State Organizations and the Chapters, aided by The Octagon and by the architectural and other faculties of the universities in your territory, and by technical societies and the Producers' Council. The actual subject matter may be planned according to your needs and wishes. Checking present-day demands and problems against what you learned or didn't in college, you may find need for some of the following:

Bases for Selection (in relation to average practitioner's academic experience 10-20 years ago):

- Technical advances in building industry
- Evolution in architectural character and theory
- Techniques or subject matter new in the schools
- Broadened scope of architectural service

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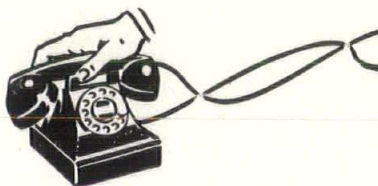
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EDUCATIONAL PROGRAM OF THE A. I. A.

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Effect of the above on professional practice and ethics

1. Professional Practice
 - Ethics—Principles Prof.
 - Office Management—equipment—methods
 - Specifications
 - Costs and Estimating
2. Design
 - Fundamentals
 - Physiology
 - Human dimensions
3. History and Theory
 - History of contemporary movement
 - Aesthetics of Architecture
 - National Council for Historic Sites and Buildings, program and techniques
 - Color
- Engineering and Construction
4. Structural Theory
5. New Assembly and fastening techniques
 - Materials in combination
6. New Materials
 - Structural
 - Finish
7. Mechanical Equipment
 - Elevators and moving stairs
 - Electrical
 - Plumbing and drainage
 - Heating and air conditioning
 - Panel Heating
 - Heat Pump
 - Acoustics—Sound Control and Reinforcement

The policy and recommendation of President Orr and The Board are that the treatment of any subject be varied according to the scale of the meetings:

At the national Conventions—broad, theoretical and inspirational

At the Regional meetings—somewhat more specific—building types

At the State and Chapter meetings—detailed discussion of technical, mechanical, specifications and materials

The Octagon and the national committees will cooperate and the publications, regular and special, will be geared to the educational program.

We recommend that, as frequently as possible, the collective mind of the client be reported at our meetings by forward-looking specialists representing the users of our buildings—educators, industrialists, clergymen, etc.—in order that we may anticipate trends and avoid the possibility that buildings may be obsolete by the time they are completed.

Conclusion

Is this array of things to be done discouraging and frustrating? Are you thinking the old complaint, "The life so short, the craft so long to learn"? Most of us are architects because we have some degree of enthusiasm and zeal for creative activity. After 25 years of practice, I am still enthusiastic about architecture. My wife, who is a professional musician, has often observed, "You have as much fun practicing your art as do the musicians and artists I know, but they starve in the garret while you are paid pretty well for having your fun."

I go along with some of Frank Lloyd Wright's aphorisms, including his statement that "Architecture is always beginning." That is why it is ten times as interesting as structural engineering. This is a thrilling time in which to be an architect. We may be called upon to

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DAYTON SECRETARY NAMED SWEETHEART OF A.S.O.

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Society's award for this honor for 1948. For outstanding work and tireless adherence to the job in handling the details for the convention arrangements, Mr. Richards highly commended Miss Naomi Hileman, Secretary to Convention Chairman, Ralph W. Carnahan, and presented her as the "Sweetheart of the Convention" with a big box of red roses as a token of the Society's appreciation for a job so well and graciously done.

The "Sweetheart of the Convention's" response was the best speech of the convention. With her arms full of roses, she was speechless.

BROAD AND HIGH — OHIO

The Columbus Chapter has set Thursday, November 28, as the date for the next meeting, at which time Mr. Wilbur Riddle, will give an informal dissertation on "Light in Architecture." Wilbur, Ohio State '27, is architect of the Lamp Division, General Electric Company, at Nela Park, where he has worked (?) or should we say been employed for many years. Don't let this opportunity for a "play on words" confuse you, Wilbur is a registered architect and his collar (when he wears a collar) button rests on his adam's apple and not at the other end of his sacroiliac.

The meeting will also have a panel discussion on "Education and Research" as it particularly applies to the future of the Department of Architecture at Ohio State University. The Chairman for this discussion will be Galen F. Oman, Ohio State '20, of the firm of Pettit, Oman, Meinhart and Cleland. He has been a member of the Department of Architecture Faculty for many years while concurrently in private practice with the above associates. This will be a very important as well as a most interesting meeting, assuring all those who can attend a very full evening. Graduates of the O.S.U. Department of Architecture, are particularly invited to attend.

FRESHWATER WOES OR WHOAS

The woes or whoas of a news-hound. When V. P. (Columbus Chapter) Freshwater was asked for news for the O. A. he said — "Paul's taking music lessons." Well, O. K. Paul, some day you can play the piano while your Dad, the V. P., sings. Freshwater also complained about not having any credit for the 150 lbs. of lake trout he caught in Canada. That's no one's fault but his own for its up to every true fisherman to tell his own "true" fish stories. F. F. F. also failed to mention, or give any credit to, Mrs. Freshwater, who was a native Canadian and probably knew where the best "fishing holes" could be found.

"Beware of all enterprises that require new clothes."
—Henry David Thoreau

"I like work; it fascinates me. I can sit and look at it for hours."
—Jerome K. Jerome

"Oh, I just love nature!" gushed the dowager with more than the usual number of shoulder-straps and chins.

"That's loyalty," mused Groucho Marx, "after what nature did to her!"

EDUCATIONAL PROGRAM OF THE A. I. A.

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design anything, including objects and structures and communities the like of which have never before been seen or even thought of. Every live architectural office and every Institute Chapter is a department of education and research and every job is a research project.

We want to help you to be as competent as possible in accomplishing the impossible. But a few people at the Octagon cannot do it; we couldn't do it if we had a staff of 100. *You*, not the Board of Directors, are The American Institute of Architects. Policies and ideals originate in the membership and in the Chapters and Schools and, coming around full circle, the execution of approved policies and programs is also the responsibility of the local units.

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A GUIDE TO BIDDING PROCEDURE

A. I. A. Document No. 333

Recommended practice for use in private work when competitive lump sum bids are requested. Also applicable in public work so far as requirements of public authorities permit.

Foreword

The customary practice of buying construction service through competitions is one of long standing. Until owners and architects are prepared to determine the proper cost of the project and select the contractor who is best qualified to execute it, very likely it will continue. Its merit is that such competition forces the contractor to be constantly on the alert in search of new methods and more efficient operation.

To eliminate waste and establish a friendly spirit of cooperation between the contracting parties and the architect, and to obtain other objectives, the procedure described in this Document is offered as a guide. It is believed that the best interest of the architectural profession will be furthered if its members will adhere to this procedure, and that if contractors and subcontractors will support this procedure they will further their own interests, the interests of the architect and the public.

The owner has a right to expect, when bids are tendered, that the architect has used due diligence, reasonable skill and good business judgment so that he is assured that the accepted contractor will deliver to him everything needed to complete a building, adequate for the purpose intended, without friction, misunderstanding, or unexpected cost.

The contractors have a right to expect that the information shown on the drawings and specifications is sufficient to enable them to prepare a complete and accurate estimate, and that they will not be penalized for a lack of care or skill in the preparation of these documents.

The Standard A.I.A. Form of Agreement and General Conditions (latest edition) should be used in all contracts, with such additional general and special conditions as each contract may require. They are drafted with careful regard to the rights and responsibilities of both parties and the appropriate duties and powers of the architect. They aim to establish a national standard. When local conditions, either physical, legal or climatic, require adjustments of the standard clauses, they should be made by the architect.

I. PRELIMINARY INVESTIGATION

(a) Where excavation and foundation work is involved, a plot plan should be prepared and furnished to bidders which shows existing conditions and structures to be removed, sufficient sub-grade surveys to indicate clearly underground conditions, and adequate information concerning utilities. Also, if required by the nature of the project, this plan should show the correct topography of the surface and results of borings taken on the site to determine sub-soil conditions.

(b) The contractor is entitled to assume that the architect has investigated all local ordinances pertaining to the design and construction of buildings and has described in the specifications any unusual stipulations which would affect the cost. Familiarity with local administrative procedures concerning building operations is the responsibility of the contractor. (See Art. 11 of A.I.A. General Conditions.)

(c) Article 10 of the A.I.A. General Conditions makes it desirable for the contractor, when estimating, to give

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A GUIDE TO BIDDING PROCEDURE

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consideration to any costs that may be involved for royalties and license fees for which he will be responsible.

II. DRAWINGS

(a) The drawings must be clear, accurate and adequately dimensioned.

(b) In indicating materials and their use, nationally accepted standard symbols should be employed.

(c) Construction sections and large scale details sufficient for intelligent bidding and for the purpose of correlating all parts of the work, should be shown with the general drawings. This is particularly important when the size of a project makes necessary the preparation of the general drawings at a scale less than $\frac{1}{8}''=1' 0''$

(d) When necessary for clear indication of mechanical trades they should be embodied on separate sets of drawings.

III. SPECIFICATIONS

(a) The specifications should be complete, clear and concise with adequate descriptions of the various classes of work segregated under the proper sections and headings.

(b) Each section and heading should be identified for easy reference.

(c) Allowances which are to be carried by the general contractor should be grouped in a separate section called Allowances. Allowances which are to be carried by sub-contractors should be clearly indicated in the sections of the specifications involved.

(d) Standard trade terms for materials and processes should be used.

(e) The use of the term "or equal," without prior determination of materials that will be accepted as equal, in an attempt to establish a so-called "open" specification, frequently results in uncertainty and misunderstanding and should be avoided. This can be done in the following ways:

(1) By specifying the particular material desired, if the owner is advised and is prepared to risk a non-competitive price.

(2) By specifying two or more materials any one of which is acceptable, the choice being left to the bidder, preferably to be designated in his bid. (See also IV (f).)

(f) Article 29 of the A.I.A. General Conditions makes standard provision for fire insurance, maintained and paid for by the owner. Bidders should include the cost of any fire insurance protection they desire, not covered by Article 29 or by other special provisions of the specifications. The Architect should enumerate any other insurance to be carried by the contractor for the protection of the owner's interest in the project. In all cases the amount of coverage should be stated and the contractor should be required to furnish certificates of coverage in sufficient number.

(g) If the time of completion is of the essence of the contract, the Architect should set a completion date and each bidder should provide in his bid all cost necessary to complete the project by the time stated. If sufficiently important a liquidated damage clause may be included. If more than one contract is involved the mutual responsibilities of separate contractors for delays and damages must be made clear. Any provision involving, in effect, a "penalty" for delayed completion should include a like provision for a "bonus" for earlier completion.

(h) If a special form of contract, differing from the standard form, is to be used, a copy should be included in the documents submitted to the bidders.

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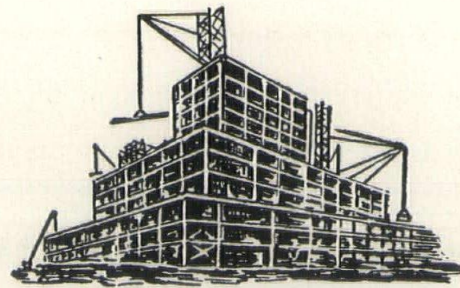
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A GUIDE TO BIDDING PROCEDURE

(Continued from page 17)

(i) If a specific method is required as well as a guarantee of the result, the contractor should be given the right to protest the method if in his judgment it may not produce the required result, in which case an alternative method should be determined by agreement or arbitration.

IV. BIDDING

(a) Bidders should be limited to contractors of established skill, integrity and responsibility, and of proved competence for work of the character and size involved. They should be selected by the Architect or by means of an adequate method of pre-qualification.

(b) Adequate price competition will generally be obtained from not more than six bidders. If an owner

insists on inviting an excessive number of bidders he will create an unreasonable burden of expense and should agree to pay each bidder a reasonable fee for his service, the amount to be noted in the Notice to Bidders.

(c) Each bidder who is invited to figure on the work should be furnished, free of charge, one set of the drawings and specifications. In some cases where bidding time is short or the work is complicated it may be to the owner's interest to provide an additional set. The bidder should be allowed to retain this set or sets until the contract has been let, or until he is definitely out of the competition. If a bidder desires additional sets for preparing his bid, the Architect should provide them to him at cost. It is proper to require a deposit from each bidder to be refunded to him upon return of the documents in good condition.

(d) A standard form of proposal, or bid blank, should be prepared by the Architect for each project, and furnished to each bidder.

(e) Bids which are not submitted on the standard form of proposal should be rejected.

(f) Alternates should be requested only where they are believed to be of special importance to the owner, either as a means of (1) insuring a bid within a limited appropriation or (2) providing an opportunity to make an important determination in the selection of a material or process.

In case (1), alternates shall be numbered consecutively in the order in which the owner is willing to make the adjustments, and the base bids and their alternates shall be combined in determining the low bid.

In case (2), two or more materials may be specified from which the owner desires opportunity to make a selection, in which case the base bids shall be for the particular material specified and alternates submitted, with the base bid, stating any changes in price involved for the alternate materials. The award of the contract should be according to the base bid.

(g) A reasonable time should be allowed for preparing bids. In general this should be not less than ten days. In larger or complicated work from two to three weeks may be desirable. If extension of the time for bidding becomes necessary, bidders should be notified of the new opening date at least 48 hours prior to the original opening date.

(h) Bids should be delivered at a designated place and not later than a designated time, preferably on a Tuesday, Wednesday, Thursday, or Friday afternoon, but not on a legal holiday or the day following. If bids are not opened in the presence of the bidders, a tabulation of all bids received should be furnished to each bidder.

(i) If bids are received only from prequalified and invited bidders, the contract should generally be awarded to the lowest bidder. Action on bids received should be taken within three days, excepting in very special cases and for good cause, and, in any event, action should be taken within ten days of receipt of bids.

(j) Minor changes required before signing of contract should be negotiated only with the selected bidder. If major changes are necessary, the original bids should be rejected and new bids should be secured on the basis of revised drawings and specifications.

(k) The owner has the right to reject all bids for a satisfactory reason, but not as a subterfuge to accept a bidder who did not submit a proposal before the prices of the others were made public, or to obtain an estimate of the cost of the work and proceed to award it in

(Continued on page 19)

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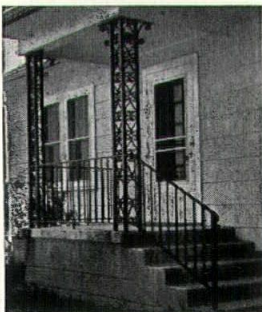
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A GUIDE TO BIDDING PROCEDURE

(Continued from page 18)

segregated contract or to a bidder definitely selected in advance. Such procedure is unfair and if persisted in by the owner, the Architect should resign and if possible prevent the use of his drawings and specifications.

(l) Unit prices should only be used where the Architect decides they are necessary and where they can be estimated with reasonable accuracy. Where used, separate prices should be asked for "additions to" and "deductions from" the work as shown. (See Art. 3 of the A.I.A. Standard Form of Agreement.)

(m) No bid guarantee should be required on private work from invited bidders.

(n) No addenda should be issued later than four days before time for receipt of bids. Answers to questions from bidders should be in writing and a copy sent to each bidder.

V. SEPARATE CONTRACTS

(a) When all work necessary for a complete project is included under a general contract single responsibility for completion is secured. When portions of the work are let by the owner separately, as provided for in the A.I.A. General Conditions, Article 35, Separate Contracts, it is important that the specifications and drawings make clear beyond doubt the elements of the work so handled and the connection of the general contractor's work thereto.

(b) The provisions of Article 35 apply both to the general contractor and to the contractors for the items of work let separately. Each must be responsible for his own work and for proper cooperation with the other contractors involved and should recognize this responsibility in preparing his bid.

VI. SUB-CONTRACTORS

(a) A General Bidder has no responsibility to accept any unsolicited sub-bid.

(b) The general contractor should supply to each invited sub-contractor a form of proposal for him to use in submitting his bid. When this is done, the sub-contractor should submit his bid in exact accord therewith. This proposal should be based on identified sections or headings in the specifications and the related drawings.

(c) It is desirable that general bidders receive sub-bids sufficiently in advance of the time for filing general bids to permit adequate analysis and compilation. To make this possible a satisfactory procedure for the handling of sub-bids is needed.

(d) It is unethical, unjust and detrimental to the construction industry when a general contractor, prior to the award of a general contract discloses to architects, owners or other the amounts of sub-bids or quotations obtained in confidence for the purpose of preparing his bid.

NOTE: This Guide to Bidding Procedure has been developed through the cooperation of the Committee on Contract Documents of The American Institute of Architects and a Special Committee of the Associated General Contractors of America, Inc., and has been approved by both organizations.

REPORT TO RETIRING PRESIDENT POTTER

(Continued from page 9)

The term of this administration has been a short one. In spite of this circumstance or maybe because its brevity spurred us on we have accomplished a considerable portion of that which we set out to do last November.

In relinquishing my office to the new president I wish to express my appreciation to the Executive Board of 1948 for a job well done, to the committees which have worked so effectively and to the various agencies outside the Society who have cooperated with us so generously during the year.

Being president of the Architects Society of Ohio has been a pleasant and gratifying experience. The Society is to be congratulated on having chosen as its next president a man so able and so enthusiastic in promoting the welfare of his profession.

Russell S. Potter, Past President A. S. O.

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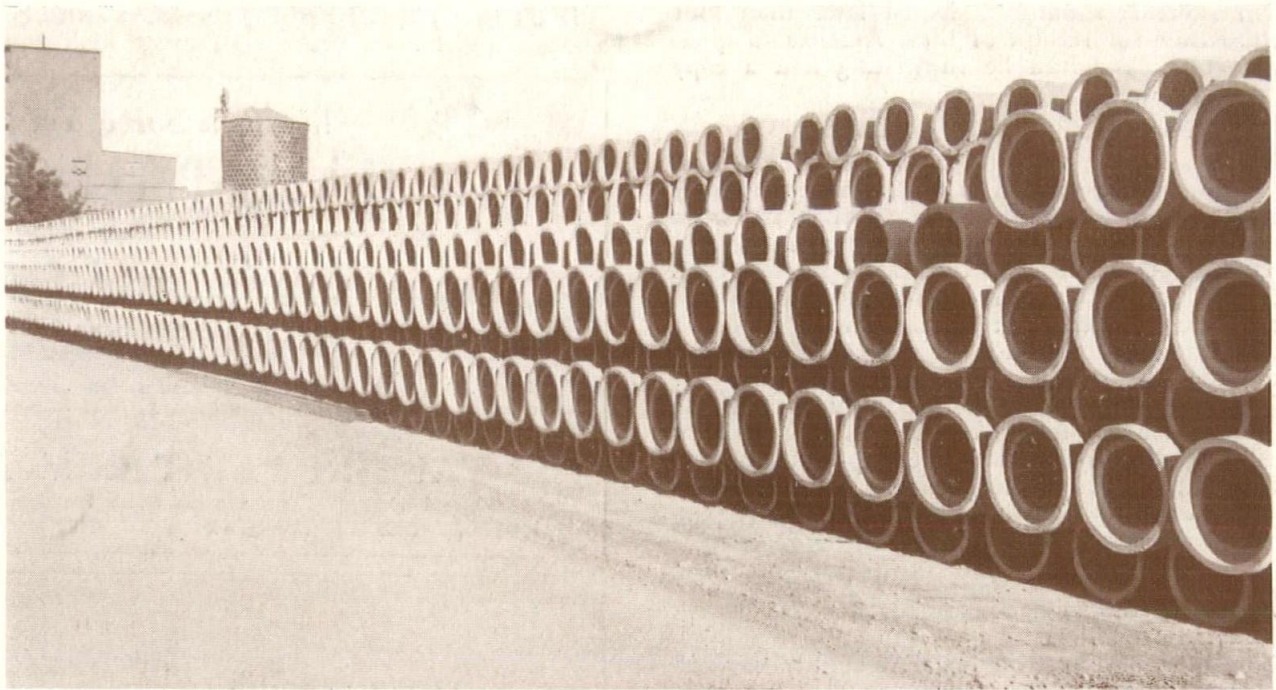
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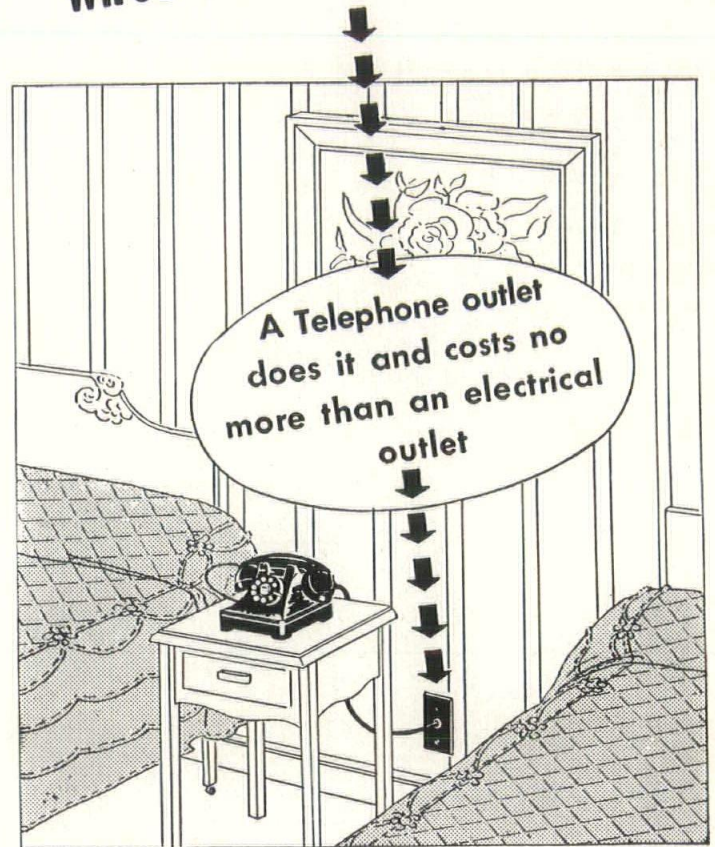
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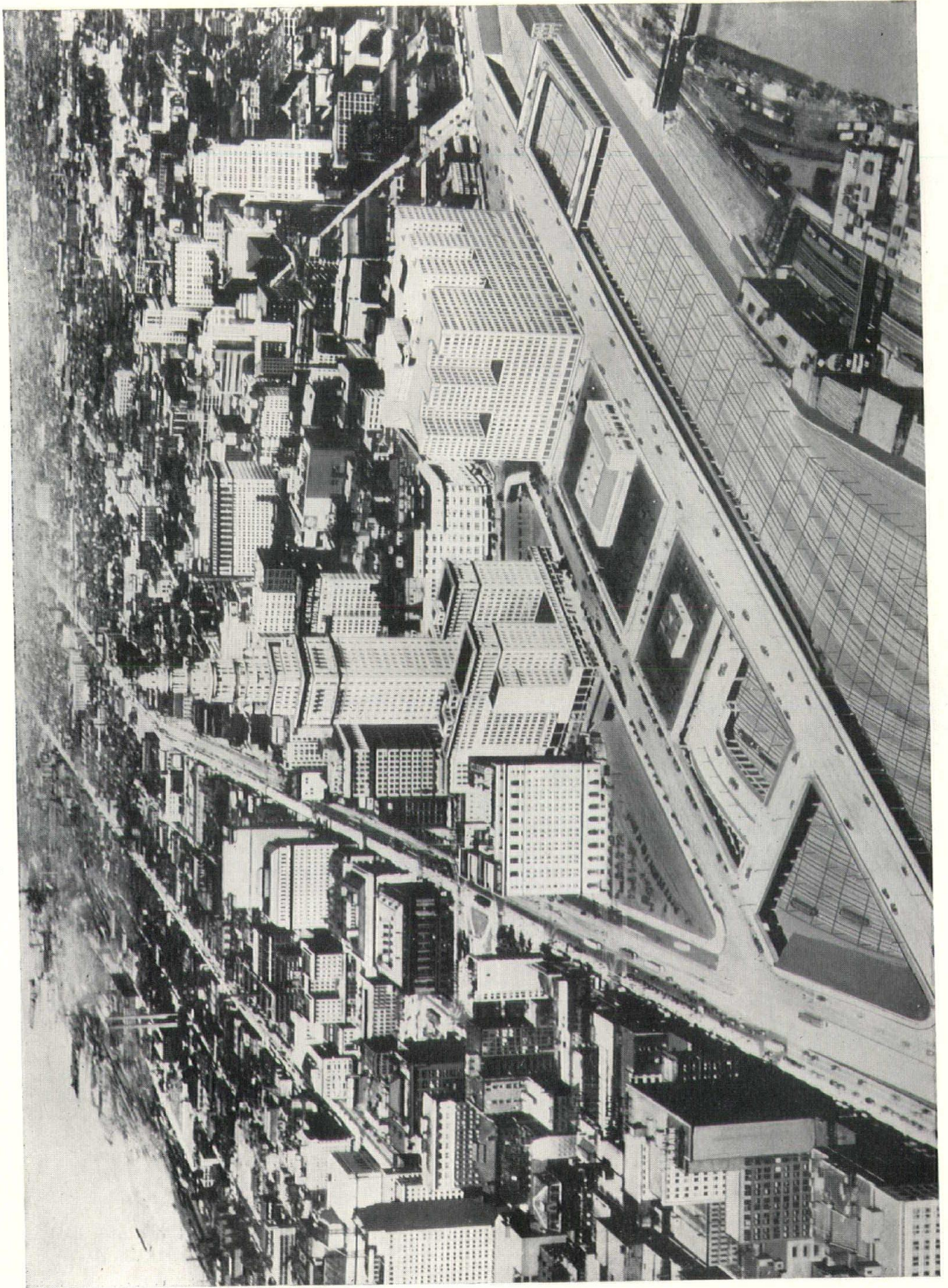
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[November, 1948] 5



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A. S. O. MEMBERS ARE INVITED TO INFORMAL EXHIBITS PARADE

The Producers' Council, Cleveland Chapter, will present their annual "INFORMATIONAL EXHIBITS PARADE" on the evening of December 2nd at the Statler Hotel. This is to be a combination dinner and display.

Members will exhibit many new products, materials and construction methods that have been developed by the Building Industry.

Last year was the first time this type of meeting was ever presented in Cleveland. It was such a tremendous success, that it has been added to the schedule as a regular yearly affair.

Attendance to the dinner is by invitation and reservation only.

The display will be open to the building industry in general after 9:00 P. M.

THE PRODUCERS' COUNCIL, INC.

The Producers' Council is a semi-technical organization devoting its efforts primarily to expanding the use of quality building products and services.

Fostered by American Institute of Architects

The Council was established in 1921 at the suggestion of the Board of Directors of The American Institute of Architects, that manufacturers provide better means for supplying the technical profession with pertinent information on building products.

Twenty Year Background

The potentialities of benefit to producers, to the architects and to the public, are almost unlimited. Twenty years of experience back the sound principles upon which The Council was founded. Twenty years devoted to study and solution of the mutual problems of producers and users of building materials and equipment.

As a meeting place for group activities, as a medium for mutual action by competitors and non-competitors alike, as an organization to represent the manufacturer before other elements of the building industry, as a promoter of the many industry-wide activities which benefit all, The Producers' Council has won the hearty support of the nation's leading producers of building products and leading product associations.

Purposes of the Producers' Council

1. To cooperate with The American Institute of Architects; Architects, Engineers, Contractors, Builders, individually or collectively; the Press and the Public generally, *in furthering the highest ideals in architecture and building construction and equipment.*
2. To provide facilities for the study and solution of mutual problems of Architects, Producers of building materials and equipment, Engineers, Contractors, Builders and the Public.

(Continued on page 8)

INFORMATION COMMITTEE

Although excellent progress is being made in the modernization of obsolete local building codes, the public is being denied the benefits of hundreds of new and improved building materials and cost-reducing building techniques in several thousand communities which have not yet taken steps to keep their codes up to date, Melvin H. Baker, chairman of the Construction Industry Information Committee, stated in an address before the Building Officials Conference.

"The combined efforts of every segment of the building industry and of local building officials should be brought to bear on the adoption of codes which provide standards of performance in place of those which prescribe specific materials and methods of construction and on the acceptance of performance tests made by recognized technical organizations," Mr. Baker said.

"The obsolete and restrictive codes still in force in many communities are hampering the building industry in its efforts to reduce the cost and raise the quality of construction and are unnecessarily adding many millions of dollars annually to the cost of the nation's vast building program.

"A building code based on performance standards would set requirements for strength, durability, suitability, etc., which would permit the immediate use of any new or improved product which met the requirements. While performance standards for all phases of construction have not been perfected, much progress has been made by various elements of the industry, and there is every indication that the task can be completed within a reasonable time if the matter receives continued attention from everyone concerned.

"The perfection of acceptable performance standards would greatly simplify the task of revising individual local codes and would reduce the often heavy expense of code revisions.

"The local acceptance of performance tests of new materials and building methods would mean further economies, inasmuch as the expense of making duplicate tests in every community would be eliminated."

SMALL HOUSE EXHIBIT AT CLEVELAND HOME SHOW

The Cleveland Chapter A. I. A. is going to exhibit a group of small house plans prepared by its members and available to the public at the annual Cleveland Home and Garden Show. This continues an undertaking which the Cleveland Chapter performed so successfully in 1947.

Under the chairmanship of Alfred W. Harris, the A. I. A. Committee is also designing the principal small house exhibit which will be built and exhibited at the show. Plans of this house will also be sold and several cooperating builders will be prepared to give the public an accurate quotation on the building erected in Greater Cleveland.

THE PRODUCERS' COUNCIL, INC.

(Continued from page 7)

3. To encourage improvement in the technique and science of building; to assist in the standardization of building materials and equipment, and in methods and types of building design and construction.
4. To assist in the development and encourage adoption and use of new or improved building materials and equipment.
5. To encourage building products research.
6. To furnish the technical profession, the building industry and the public with factual information on building products, their improvement and use; and on approved and improved methods and types of building design and construction.
7. To cooperate with Governmental and private agencies in attaining these objectives.

Affiliation With the American Institute of Architects

Of all the various national groups, The Council is most closely associated with The American Institute of Architects. Since 1921 The Council has been formally affiliated with The Institute, the stated purposes being to promote:

"a—a closer and more professional relationship between architects and the producers of materials, and

b—the issuance of more trustworthy information regarding materials and their use."

The affiliation has been the impetus under which The Institute and Council are cooperating in various fields of mutual interest, including:

1. Publication of the quarterly Bulletin of The Producers' Council, with all material reviewed by The Institute.
2. Review of Members' Trade Literature by The Institute.
3. Joint sponsorship of American Standards Association's Project A-62 for coordination of dimensions of building materials and equipment.
4. Joint support of the Registered Homes Program.

By virtue of this affiliation, The Council is able to promote the quality products and services of responsible firms and organizations.

By virtue of this affiliation, friendly cooperation exists between local architectural chapters and societies and local Council Clubs.

1948 CONVENTION COMMITTEE ANNOUNCED

Mr. Wallace Teare, President of the Cleveland Chapter, has announced that the following Cleveland Architects will form that Chapter's 1949 Convention Committee when Cleveland will be host to the Architect's Society of Ohio annual meeting: J. Byers Hays, Chairman; Paul C. Ruth, George S. Voinovich, George B. Mayer and Leon M. Worley.

The exact dates of the convention have not as yet been determined, pending a definite decision by the Great Lakes District Director, Mr. Kenneth C. Black, regarding the Cleveland Chapter's invitation to again hold a series of seminars with the A. S. O. convention.

* * *

Charles C. Coleman, of Cleveland, was elected President of the Association of the Alumni of the College of Architecture, Cornell University, at its recent Annual Meeting. Conway L. Todd, of Rochester, was elected Vice-President, and Harry V. Wade, of Indianapolis, Secretary-Treasurer.

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OUTSTANDING HIGHER COURT DECISION

By LEO T. PARKER, Attorney at Law, Cincinnati, Ohio



LEO T. PARKER

This paper has been contributed by one of the members of the Seminar Panel which discussed "The Architect's Legal Responsibilities" at the Great Lakes District A.I.A. Seminars, September 24, 1948 at Dayton, Ohio. Mr. Parker is a registered mechanical engineer, patent attorney and author and lecturer on legal matters pertaining to architecture and engineering.

A few days ago I received an interesting letter from an architect, as follows: "About two months ago a woman phoned

me in my office and asked me to come out to her home. I did so and she had me make some sketches for a home she outlined. I prepared the sketches which were not satisfactory. Later she came into my office with other ideas for sketches which I made. Her husband was there but said nothing. She was pleased and said she would have me prepare plans and specifications. While I was looking over the lot one evening she and her husband appeared. After I had completed the plans and specifications she came into my office. The plans and specifications were on the table but she said she had changed her mind. Then I sent her a bill which she refused to pay explaining that she had no money and the lot was in name of her husband who also owns the family chattels, as household goods, automobile, etc. I have proof by witnesses in my office that she agreed to pay me 6% on the construction cost. Her lawyer informed me that I can collect nothing because I did not deliver the plans and specifications to her. Can I collect any money and if so, from whom?"

The husband is liable because he stood by and permitted his wife to make the contract agreeing to pay you 6% on the construction cost. You can collect from him the profit you would have earned on the job had the woman fulfilled her express contract and the husband his implied contract. The wife was acting as implied agent of the husband. If she walked out of your office without offering to take plans she knew were there for her, the court will hold that she refused tender by you of the plans and specifications.

For example, in *Doup Ice Company v. Almand*, 207 S.W. (2d) 601, reported March, 1948. The testimony showed facts, as follows: Officials of the Doup Ice Company and an architect named Almand made a verbal or oral agreement. Under this agreement Almand was employed to draw plans and specifications for rebuilding the Doup Ice Company's plant which had burned. It was understood that an architect's fee of 6% of the cost of the building was to be paid provided Almand also supervised construction of the building.

Details of the testimony are as follows: In July, 1945 the ice company's official approached Almand at his home and employed him to draw plans and specifications for the plant for a fee of 6% of the cost of the completed structure. Almand furnished the company with rough drawings of the plan of construction contemplated. The parties held several conferences over a period of three or four weeks in which a complete understanding was reached regarding the kind of materials to be used

in the building and other details of construction. Almand then informed the officials that the plans would be completed on a certain date and later agreed to return at that time. He failed to appear on the appointed date and Almand called him at his home several days later. The plans and specifications were then ready. Later the official stated for the first time that he was not going to invest more than \$10,000 in the building. Before the official made this statement he had at no time informed Almand that there was a limit on the cost of constructing the plant.

Finally Almand sued to recover the profit he would have earned on the job had the company fulfilled the agreement. Almand testified he would have earned 6% on \$12,000 or \$720.00.

During the trial the official testified that at no time did Almand deliver or offer to deliver possession of the plans and specifications to him. Almand admitted this was true, but he testified that the official did not ask for them, and they were on a table when the official stated he would not complete the construction previously contemplated.

In view of this testimony the higher court awarded Almand a fee of \$720, quoting:

"Where the architect prepared plans and specifications for building pursuant to an unconditional order or direction of the owner, he is entitled to recover for his services whether or not the plans are used if they substantially comply with the employer's instructions. So his right to compensation will not be defeated by the fact that the building for which the plans are prepared was never constructed . . . It is true that there was no actual manual delivery or offer of the plans to appellant. According to the testimony of appellee (Almand) the plans had been completed in conformity to the instructions of appellant on the date of their last conference and appellant had been so advised. The blueprints were lying on the conference table when appellant (official) indicated for the first time that he was not going to invest more than \$10,000 in the building and would not accept the plans as drawn. He made no request for a change in the plans, nor did he ask to see them, but walked away when appellee (Almand) broached the subject of compensation for his services. Under these circumstances a formal tender of the plans by appellee (Almand) would have been a vain and futile act which the law does not require."

Hence, according to a recent higher court an architect is not ordinarily entitled to compensation for drawing plans unless he made a delivery or tender of the plans prepared. However, this court held that where the plans and specifications are in plain sight, as on a table, and the property owner refuses to take them it is *not* necessary, in order that the architect shall be entitled to the agreed fee, for the architect to force them into the hands of the property owner.

* * *

There lived in Nantucket some years ago an old-time whaler, Captain Coffin, who had had many thrilling adventures. Once he was harpooning a big sperm whale when the monster turned, crushed the boat and scattered the crew in the sea. For a moment the Captain was in the whale's great jaws, but pulled himself out and was rescued by his mates. "Captain Coffin," said a friend, "what did you think when you found yourself in the whale's jaws?"

"What did I think?" replied the Captain. "I thought he'd make 100 barrels—and by the prophets, he did!"

Preparation of Contract Documents

By MELVILLE D. EAMES, Smith, Hinchman & Grylls, Inc.

Following his early training in the architectural offices of Chicago during the Sullivan era, Melville D. Eames went to Detroit in 1897, going to his present office in 1905. In 1922 he obtained an LLB degree from Detroit College of Law. He has written more than six thousand contracts, not one of which was ever in court for an interpretation. Mr. Eames is the author of many published articles on building costs, cost estimating, and construction contracts. The following address was presented at the Great Lakes Seminars, September 24, 1948.

In such an assembly as this, composed entirely of men who are devoting their lives to the practice of a profession wholly different from mine, it will not be easy in every case, for me to convey precise legal requirements without becoming boresome to you. Still, there is a considerable number of important points in the law of contracts which should have permanent places in your minds, and it is about those that I wish to speak today. They are those fundamental elements of the law of contract which, if observed constantly, will keep you out of trouble, and after all, the laws' function is to do that rather than to get you out of trouble.

Your first important task in any project is of course to arrive at a meeting of your mind with that of your expected client as to exactly what you are to do for him and the consideration which you are to receive for doing it. The contract is made the instant you arrive at that agreement, and the instrument which you then prepare is merely the written and signed witness of the agreement. The writing and the signing are important because they are the only means afforded your successor or his for proving the agreement in the event of the death of either, and it is also an invaluable reminder to both as to the elements and the details of the things on which each of you agreed and which might easily be forgotten.

I presume that you are familiar with the fundamental requirements of any contract, namely legal capacity of the parties, legality of its object, the definite character of its provisions, sufficiency of the consideration, and the possibility of performance within an ascertainable period.

As to some of the details, the date of the instrument is of course that day on which the minds met and not necessarily the day on which it was written. The question as to legality of object might be raised if you were to try to contract for a project which is prohibited by law. You would have no contract if the provisions of the instrument were so vague and indefinite as to prevent the possibility of adjudication, and a consideration grossly disproportionate would of course be fatal, as would the clear impossibility of performance within an ascertainable time, because a contract in perpetuity is abhorrent to all Courts.

Your contract with your client should state clearly the extent of your services, i.e., your employment as his professional servant to make drawings and specifications, or your employment as his agent to see to it that the Builder carries out in full and exact detail the provisions of his contract with your client, a duty by the way, which you cannot lawfully increase nor diminish at your whim or pleasure.

Do not overlook the need of accuracy in the names of

the parties as they appear in the instrument. If either or both of the parties are individuals, doing business singly as such and under his own name and no other, there is no problem. But if there are more than one in the firm and it is a partnership you must name each partner individually, give his place of residence, state that the two or more are a partnership and give the partnership's registered name.

If a corporation, name the corporate title exactly as its charter gives it, show the state of its incorporation, and the city of its home office. Give the title of the project if it already has one, otherwise an identifiable description.

It is usually inexpedient to venture a guess as to the date when you are to complete your work, but it is quite likely that your client will be satisfied if a promise of "all due diligence," with one or two conditions added as to his promptness in meeting his obligation as to data which he furnishes to you.

The terms of your client's payments to you are important. You of course know how your office costs are divided, what part for design and preliminary drawings, what part for working drawings and specifications, and what part for constructional supervision, and your payments should be required at such times as will keep you reasonably whole or not too far behind as your work progresses. You should of course have the usual non-assignable and arbitration clauses.

Do not forget the provisions that you be reimbursed (outside of the basic fee) for such expenses as site survey, earth soundings, tests, building permit and travel expenses, and if your staff is incomplete as to any of the engineering services be sure to state whether they are included in your fee or are to come under the reimbursements, or are to be paid directly by your client.

In the contract which you draw between the builder and your client, as well as that between him and you, the question often arises as to just how definitely certain items must be described in order to avoid the fatal error of vagueness.

There would be no lack of sufficient precision in the object if you omitted to state the exact number of buildings in the project but merely said "a group of buildings comprising a machine shop, a storage warehouse, a boiler house and such other related structures as may be required for the said plant." Nor is a cost-plus consideration indefinite if the contract sets up some formula by which one familiar with the building industry can ascertain from it the final cost. The rule for definiteness is not violated if the contract is made before any drawings are made because we can say "buildings on the property of the Owner located at X and Y streets in the city of A. B. in accordance with the Owner's requirements as given by him to the Architect and as shown by the drawings and specifications to be prepared by the Architect." There is no vagueness as to time if you use the phrase "at the earliest date consistent with good workmanship, the availability of materials and labor (the Contractor using all due diligence in these matters), and acts or omission of Government." It is bad practice to state the period for completion of a project in days or months. In the case of the former there is uncertainty as to the meaning of the word. Is it a working

(Continued on page 25)

The Legal Background of Zoning

Delivered at the Planning and Zoning Clinic, Hotel Bond, Hartford, Conn., November 12, 1947

Sponsored by the Research and Planning Division of the State of Connecticut Development Commission

It is not my purpose tonight to discuss in any detail the statutes governing zoning and particularly the acts passed by the last General Assembly; these, I understand, have been before you in meetings held in the course of the day and as they involve questions which may quite likely be presented later in the courts. I do not want to disqualify myself from acting in the decision of them by now asserting my own interpretation of their meaning and effect. My main purpose is to attempt to outline for you the constitutional and legal background upon which all zoning rests.

Zoning is, of course, an administrative matter. That is to say, its administration is entrusted to public officials who form a part of the executive and not the judicial branch of our government. But because zoning commissions and boards have often to determine questions which arise as between the conflicting interests of individuals, they do act at least in a quasi-judicial capacity and all their decisions are subject to ultimate review in the courts. For that reason the judges of those courts have a very real concern in the way in which the zoning laws and ordinances are administered. Nor should it be forgotten that zoning authorities can only exercise such power as has been validly conferred upon them by General Assembly and that they must always act within the bounds of the authority vested in them. They not only exercise a power which is conferred upon them by the statutes of the state, but they have no right legally or morally to disregard the restrictions which that law casts about them in the performance of their duties.

In any consideration of zoning, we must start with that very ancient principle inherent in Anglo-Saxon law and embodied in the constitutions of every state in this nation, as well as in the constitution of the United States, that no man's property may be taken for public use without just compensation. That guarantee of the right of the individual to the enjoyment of his property applies not only to prevent the actual taking possession of it, but it also protects him against any substantial deprivation of such use as he cares to make of it. There is, however, a very important qualification of that broad principle. In the government is vested a power known as the police power under which the right of a man to use his property as he will may be restricted in a proper case without the necessity of compensation to him. It is often said that this power of the state or of any agency to which it may be delegated may be exercised where it is necessary to do so in order to promote public health, morals, safety or the general welfare. It is, however, a broad power not lending itself to easy or definite delineation. For instance, the Supreme Court of the United States has said that "the police power of a state embraces regulations designed to promote the public convenience of the general prosperity, as well as regulations designed to promote the public health, the public morals or the public safety." (Chicago D. & Q. Ry. Co. v. Drainage Comm'rs, 200 U.S. 561, 592.) One of the earliest decisions in this country upholding an ordinance in the nature of a zoning regulation was made by our court in 1920, and in sustaining a town plan then before it, the court said: "It betters the health and safety of the community; it betters the transportation facilities;

and it adds to the appearance and wholesomeness of the place, and as a consequence it reacts upon the morals and spiritual power of the people who live under such surroundings." (Windsor V. Whitney, 95 Conn. 357, 363.) Within that broad principle of the police power is included the fact that one of the principal purposes of zoning is to stabilize property values. That means that where a municipality has established a zoning system, each citizen of that municipality should be entitled to use and develop his property in reliance upon the fact that the use of other properties in the vicinity will continue to be held within the bounds of the zoning plan.

The basis of the exercise of the authority to zone finds its clear statement in the statute which is the charter of the power of all zoning authorities: "Such regulations shall be made in accordance with a comprehensive plan and shall be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population and to facilitate the adequate provision for transportation, water, sewage, schools, parks and other public requirements. Such regulations shall be made with reasonable consideration as to the character of the district and its peculiar suitability for particular uses, and with a view of conserving the value of buildings and encouraging the most appropriate use of the land throughout such municipality." (General Statutes, Sec. 424) This is not only the charter of the powers exercised by zoning officials, not only a grant authority to them, but it is also a limitation upon their authority. It marks the beginning and the end of the powers vested in them.

However the police power may be described, you will see that it is based squarely upon the proposition that any interference with the use by man of his own property without compensation to him can only be justified upon the ground that the restriction serves the public good. That is the only ground upon which the zoning of a community can be sustained as lawful and constitutional. Nor is the principle restricted to the original zoning of a community as a whole. It applies no less to any change subsequently made in a zoning plan. The question always is, not will a particular individual receive a benefit therefrom, nor will he receive more benefit than another individual or individuals will suffer loss, but does that change bear a rational relationship to the police power of the state; that is, is it conducive to the service of the general good of the community? For instance, our court had before it, at one time a change made in a zoning ordinance which provided that a single piece of property which had been originally zoned for business and upon which a business had been established should thereafter be a part of an adjoining residence zone and, in holding the change unlawful, the court made some pertinent comments: "As the plaintiffs point out, zoning authorities are vested with power the exercise of which may very greatly diminish the market value of the property of individuals.

(Continued on page 12)

LEGAL BACKGROUND OF ZONING

(Continued from page 11)

without compensation being made to them. That is illustrated in the case before us by the fact that the change in zoning of the plaintiffs' premises would reduce their value from about \$35,000 to about \$10,000 even allowing for the continuance of the store as a nonconforming use. Particularly with respect to changes in zoning affecting specific property there is always present the danger that special interests may secure private benefit under the cloak of public welfare." (Strain v. Mims, 123 Conn. 275, 280.) This limitation upon the power to interfere with the use by an individual of the property he owns without making compensation therefor—that it can only be done in the exercise of the police power, that it can only be done where the proposed restriction bears a rational relationship to the public good of the community as a whole—is a limitation upon the power of zoning authorities which every one should always bear in mind.

Zoning may be defined as a general plan to control and direct the use and development of property in a municipality or a large part of it by dividing it into districts according to the present and potential use of the properties. (State ex rel. Spiros v. Payne, 131 Conn. 647, 652.) That definition carries with it certain implications. Zoning necessarily implies a comprehensive plan for determining the use of property in the community. No piece of property can properly be looked upon as standing by itself. "Spot zoning," that is a provision in a zoning plan or a modification in such a plan which affects only the use of a particular piece of property or a small group of adjoining properties and is not related to the general plan for the community as a whole, is necessarily improper. This is not to say that the zoning of a community as a whole may not reasonably require that a small area, even a single property, may be designated for a particular use, if by so doing the good of the community as a whole is served. The evil of "spot zoning" lies in the fact that a particular property or small area is regarded alone, and where that is done it is almost inevitable that the basis is not the service of the general good of the community but benefit or profit to the particular owner. It is because zoning necessarily involves a comprehensive plan for the community as a whole, and regards not only actual but potential uses that zoning is immediately related to, and is in fact a handmaiden of, city planning. I do not propose tonight to discuss city planning at all, but its value to the community and to the state must be clear to all of you who have attended the discussions today.

At the beginning I remarked on the fact that every decision of zoning authorities is subject to review in the courts. It is, I think, a rather common misconception that zoning authorities have an almost unlimited discretion in granting or denying the applications that come before them. That is very, very far from the truth. In fact, it would be clearly contrary to constitutional principles and to the very basis of American democracy that any little group of men should be given power to make such decisions in zoning matters as in their unlimited discretion they saw fit to reach, because that would be to subject the property rights of the citizens of a community to an arbitrary power.

When the decision of zoning authorities comes before the courts, it will be sustained if, and only if, it meets certain requirements. The decision must be legal, that is, it must accord with those principles of law which I

have discussed and must be within the power which has been delegated to the officers. It must not be arbitrary, that is to say, the decision must not be one reached without regard to the facts and considerations which are relevant to the issue before the board; still less may it have its foundation in caprice, favor or prejudice. The decision must not be unreasonable, that is to say, it must be one which has its foundation in sound reason applied to the circumstances of the particular case. These tests which the court applies not only mark out the function which it performs, but they no less condition the exercise of power by zoning authorities. The basis of the decision must always be the relevant facts and conditions which are before the board. There is no moral or legal ground to permit the entrance of caprice, favoritism or prejudice and any member of a zoning board or commission who lets conditions of this kind influence him in the conclusion to which he comes is false to the great trust which is reposed in him.

There are two matters upon which zoning boards are called to act which present some of the most difficult situations confronting them and which are the source of much of the criticism addressed to them. One arises out of the provision found in most zoning ordinances which gives to zoning boards the power in appropriate cases to vary the application of the regulations in harmony with their general purpose and intent and then goes on to specify various grounds upon which they may act, particularly in cases where there are "practical difficulties or unnecessary hardships." The words "practical difficulties or unnecessary hardships" are an inheritance from one or two of the very early zoning ordinances. They were not well chosen then and their continued use has, I think, been very unfortunate. They almost deny critical analysis. Our court has attempted to give them a sensible and practical meaning. We have said: "While the words 'practical difficulties or unnecessary hardships' are found in many zoning regulations, no court, so far as we have been able to find, has ever regarded the words 'practical difficulties' as having any significance in themselves; indeed, they are too lacking in precision of meaning to afford a standard sufficient to sustain the delegation of power to the board; and the phrase is construed as a whole. In applying such a provision the requirement that any change shall be in harmony with the general purpose and intent of the ordinance is highly important. This consideration is emphasized by the use of the adjective 'unnecessary' in modification of 'hardships,' because it can only be related to those hardships which do not follow as the ordinary results of the adoption of the zoning plan as a whole." (Devaney v. Board of Zoning Appeals, 132 Conn. 537.) Even that statement lacks somewhat in effectiveness as a guide in solving the problems which present themselves under these provisions and in a later decision we sought to formulate a more concrete basis upon which the action must rest by saying this: "To justify a variation under such a provision in a zoning ordinance it must appear that the change will not substantially affect the comprehensive plan of zoning in the municipality and that adherence to the strict letter of the ordinance will cause difficulties and hardships the imposition of which upon the petitioner is unnecessary in order to carry out the general purpose of the plan." (Stavola v. Buckeley, 134 Conn.)

You see that under this test the fact that through the application of the strict provisions of the zoning ordinance an individual will suffer hardship or loss or will even be deprived of the opportunity to make a use of his

(Continued on page 24)

ARCHITECTS PARTICIPATE IN SCHOOL PLANNING CONFERENCES

Cooperating with the Bureau of Educational Research, Ohio State University and other Educational Agencies, members of the Architects Society of Ohio participated in a series of conferences on "School Building Problems in Ohio" at Ohio State University, November 8th and 9th. A lively discussion centered around the extent of services rendered by an educational consultant and the conclusion reached was that the educator should confine his recommendations to written rather than graphic specifications of the facilities, leaving to the architect the physical problem of satisfying those requirements.

One of the sessions lead by A.S.O. President, Curtis Inscho, dealt with the relations between the architect and the school administration. At this meeting the Society's statement regarding minimum fee schedules was presented to all educators present and the procedures of the provisions were well explained by Mr. Walter Taylor, Educational Director of the Institute and a former faculty member of O.S.U. The question repeatedly asked by the educators was, "How may I know that I am employing a competent architect and where can I find the best professional advice?" To this question a reply was given that members of the profession are registered by law in Ohio on a basis of their competency and furthermore members of the American Institute of Architects have subscribed to a code of ethics for the protection of their client's interests. The services of the Institute Chapters were offered to the school executives in bringing together architects and prospective school clients.

The need for better acquaintance between architects and school officials was evident and the Society has indicated through its officers that similar conferences are to be encouraged.

BOARDS REVIEW LAW

At a joint meeting of the A.S.O. Executive Board and the Board of Examiners of Architects, the present architects' registration law was reviewed and agreement was reached on those items in the law which should be clarified or altered.

Ohio courts have suggested that the registration law would be more readily understood if the definitions of architecture and the practice thereof be included in the statutes instead of being defined by rule of the examining board. Therefore, the society is proposing that the Board's definitions of these terms be written into the law. Both Boards agreed that the present per diem allowance for the expenses of the examiners was inadequate and the society is recommending to the legislature that this allowance be increased from \$10.00 to \$15.00 per day.

Another revision proposed is that building inspectors shall be obliged to require persons seeking building permits to conform with the existing laws.

The boards also agreed that the revisions to the Ohio Mechanics Lien Law which were sought in the last legislature were worthy of reconsideration and they have asked that the bill be again introduced into the legislature.

* * *

Visitor to the War Department: "I have crossed a homing pigeon with a woodpecker. It not only delivers the message, but it knocks on the door."

ARCHITECT

OHIOAN IS THE NEW PRESIDENT OF NATIONAL PRODUCERS' COUNCIL

Elected at the Fall Meeting as the Council's 1949 president, James M. Ashley succeeds David S. Miller of Armstrong Cork Company.

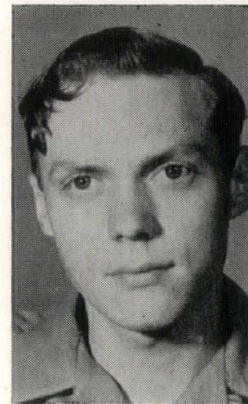
Mr. Ashley is Director of Public Relations for Libbey-Owens-Ford Glass Company, Toledo, Ohio, having general supervision of the company's advertising, sales promotion, publicity, and its department of design operations. In the past he has ably served the Council as a member of the Board of Directors, as chairman of the Industry & Public Education and Publicity Committees, and on the Publications Committee.



JAMES M. ASHLEY

A native of Toledo and a graduate of Williams College, Mr. Ashley is married and has four children. With Libbey-Owens-Ford since 1934, he was in charge of the company's D. C. office during the war, working closely with government designers and military officials in connection with L-O-F's war manufacturing program.

O.S.U. Student Chapter Elects Officers



Chapter officers for the present school year were announced at the recent joint meeting held at Brown Hall by the Columbus Chapter and the Ohio State University Student Chapter. The officers elected are George B. Dolby, President; Robert G. Edwards, Vice President in Charge of Social Activities; Roland Killian, Secretary; Peter Woyner, Treasurer; Nicholas A. Tekushan, Vice President in Charge of Publicity; Allan Hamilton, Senior Chapter Representative on the Engineering Council.

Field Trip to Cranbrook Academy Planned

A field trip to Cranbrook Academy has been planned for November 12 and 13 under the sponsorship of the O.S.U. Student Chapter. Plans were completed by Miss Paula Schatzman with the assistance of the faculty and the Columbus A.I.A. Chapter. In addition to a tour through Cranbrook, the field trip will include visits to Ford's Greenfield Village, Alden Dow's homes at Broomfield Village, the Toledo-Libby-Owens-Ford Plant, the Toledo Museum for the Toledo-Of-Tomorrow Exhibit, and the George Booth Estate.

Paulick's are Proud Parents of Twins

Major and Mrs. Charles R. Paulick became the proud parents of twins on October 20. Major Paulick is an officer in the Army Air Forces and is a Junior in the Department of Architecture at Ohio State.

* * *

Thomas A. Creighton, editor of Progressive Architecture will be the speaker for the November 22nd meeting of the Columbus Chapter A.I.A. to be held at the Columbus Athletic Club.

**CLEVELAND PRODUCERS' COUNCIL
PRESIDENT SAYS:**

Walter A. Taylor, Director of Education and Research A.I.A. said: "The architect's function and purpose is to produce the best possible building for his client. To do this, he must have a certain amount of sales resistance, he must be cautious to protect his client and his own reputation against improper selection and use of equipment and materials."



HAROLD BERGMAN

To Producers' Council members he says:

"In your service calls to the architect's office, conduct your conferences in the manner of a consulting engineer, which you are actually or in effect."

That, precisely is the help Producers' Council members offer you. Not quite the Consulting Engineer, but a specialist for each particular product.

In today's market, we are interested in selecting the best unit for the job, at the lowest possible price.

Projects that get no further than the drafting board are "Sad Stories" for us both.

John Jameson White, Jr., Field Secretary of A.I.A. said: "As Field Secretary, I wish to do my part to emphasize the need for close collaboration between the various Institute Chapters and those chapters of The Producers' Council which are located in the vicinity."

Our members can and are perfectly willing to help you—call them when you need assistance.

HAROLD BERGMAN, *President
Cleveland Chapter,
Producers' Council, Inc.*

NOTED CINCINNATI ARCHITECT DECEASED

Joseph G. Steinkamp, oldest member of the Cincinnati Chapter, A.I.A., died at St. Francis Hospital on October 21, 1848. Principal architect for the Xavier University campus, Mr. Steinkamp had also designed the American Building, one of Cincinnati's larger office buildings, and several churches, as well as many apartment buildings and fine residences.

Recently the Cincinnati Chapter honored their fellow member on his eightieth birthday, and only the day before his passing, George O'Brien and Ralph Kempton called on Joe to visit with him.

A member of the Cincinnati Chapter since 1902, he was president of the chapter in 1920-22, and was a former President of the Ohio Association of Architects, predecessor to the Architects Society of Ohio.

Cincinnati Chapter to Continue Prize Awards

At its October meeting, the Cincinnati Chapter, A.I.A., voted to continue its annual awards for senior design problems at the two colleges in its chapter area, Miami University, Oxford, Ohio, and the University of Cincinnati.

These awards are given as a memorial to a former member, Frederic G. Mueller of Hamilton, Ohio, through those generosity the funds for the prizes were originally made available.

THE 623rd MEETING

Ralph Kempton, Executive Secretary of the Ohio State Board of Examiners of Architects, visited the Queen City recently, and was in town for an A.I.A. Chapter meeting. He seemed impressed by the fact that the Secretary's minutes referred to the meeting as the six-hundred twenty-third, the chronology carrying back to the founding of Ohio's oldest chapter in 1870. That suggested to Ralph that the *Ohio Architect* might well use some of its space to summarize the story of the Institute in Ohio and of the concurrent development of the profession. And this same man who is always examining prospective architects suggests that there should be a quiz period at each meeting of the chapter to see who heard the minutes.

PICTURE OF PROGRESS

Cleveland Chapter, A.I.A. was honored with a window display, for two weeks in mid-September, occupying the Euclid Avenue windows of the Second Federal Savings and Loan Association, in the Williamson Building, Cleveland.

Second Federal's radio program, "Picture of Progress," was devoted to the Chapter and its display, on Sunday evening, September 12—a Cleveland radio program.

The display was done by a special committee, with Robert Gaede as chairman, Robert Little and Anthony Ciresi. Its theme was the importance of architecture to "the man on the street," as illustrated by a number of local examples, showing how the architect solves a typical problem.

Says an announcement, "Be sure to walk your clients past these windows."

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CURTIS C. INSCHO

Meet the New President

Curtis C. Inscho, newly elected president of the Architects Society of Ohio, assumes his new office after having served the organization as its vice-president. A member of the Columbus architectural firm of Inscho, Brand and Inscho, he has his offices facing the State Capitol Building at 60 East Broad Street, Columbus. Known to his many friends in the profession as "Curt," Mr. Inscho is very active in Columbus civic affairs. A native of that city, graduated from its local public schools and from Ohio State University in 1934, Mr. Inscho became registered in Ohio in 1939 after having worked for his father since graduation.

TO BE SURE — SPECIFY



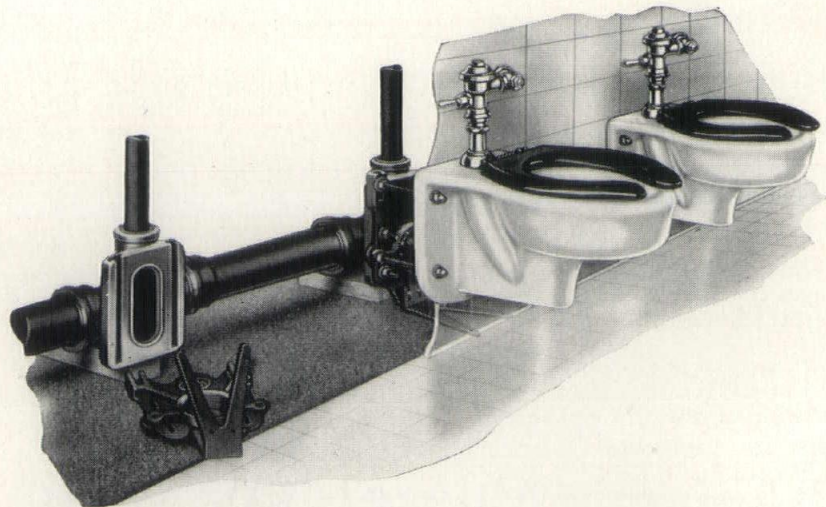
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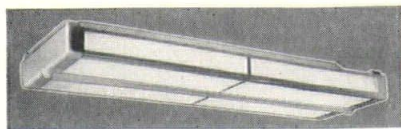
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CLEVELAND CHAPTER DOINGS

By DAVE WARD, Associate Editor

RECENT EXECUTIVE COMMITTEE ACTION: Past-President Carr has recommended that a study of the Chapter dues schedule be made this year, with particular consideration of whether different rates of dues should apply to those in practice for themselves and to those employed by others. Several Chapters throughout the country have been studying this subject, and the Executive Committee proposes to study their efforts as well as the local situation . . . Willard Hirsch II becomes a Chapter Associate . . . Chapter supported by letter and in person at City Council meetings the proposed Charter Amendment creating a Board of Building Standards and Appeals. (Result: Council voted to put the amendment on the ballot.)

Committees for 1948-49, etc., are announced by the Executive Committee as follows:

Membership: The Executive Committee has decided to act as the Membership Committee this year. The need for constant coordination between the Membership Committee and the officers, particularly the Secretary and Treasurer, seems to make this a logical experiment.

Program: Robert Little, Chairman; Helwick, Co-Chairman; Field, Douglas Maier, Vrooman.

Practice of Architecture: Scott, Chairman; Walsh, Weinberg.

Public Relations and Information: Arrasmith, Chairman; Cunningham, Harris, Hirsch, Mankki.

Education and Registration: Spahn, Chairman; Dropers, Field, Holdstein, Walters.

Construction Industries: Chairman not selected; Hinsdale, Krinsky, Laurie.

Urban Planning: Mayer, Chairman; Hays, Howard, Stitt, Weinberg, Willets.

Building Code: Same as last year until after expected adoption of new code: Ruth, Chairman; Devney, Vice-Chairman; other members as called upon.

WRU School of Architecture Fund: Same as last year until disposition of last year's funds: Mayer, Chairman.

Student Chapter Advisory Committee: To be selected after consultation with officers of Student Chapter, some of whom have only recently returned from abroad.

Temporary Exhibition Committee (Second Federal): Gaede, Chairman; Ciresi, R. Little. Committee's work completed, committee discharged with praise and thanks.

CTSC Representative: Horn, Alternate, to be selected.

Speaker's Bureau: No appointments at present.

It is expected that additions will be made to these committees from time to time, as special items of business arise and as members indicate their interest in this or that activity.

THE URBAN PLANNING COMMITTEE urges increased participation in civic activities dealing with City Planning. Meetings which have been sponsored by the Chapter were highly instructive and well attended. Regional Association Seminars as announced present a fine opportunity to broaden our understanding.

THE UNITED STATES DEPARTMENT OF COMMERCE AND THE NATIONAL BUREAU OF STANDARDS calls our attention to its publications which are of interest to Architects. The scope of these publications is tremendous and most of them are available at the Cleveland Regional Office, 215 Union Commerce Building.

(Continued on page 17)

CLEVELAND CHAPTER DOINGS

(Continued from page 16)

THE WESTERN RESERVE SCHOOL OF ARCHITECTURE reaches new "highs" with total enrollment of 103. Of these, 26 are freshmen; 13, seniors . . . An exhibit of Rome Collaborative problems will be shown at the school later this month . . . Twenty undergraduates added to their architectural experience through summer employment in offices of local architects. Many others were denied this opportunity. In the long run, the practicing architects will be the losers for not providing summer apprentice training . . . With John Carr teaching Professional Practice the rest of us won't have to fear unfair competition from his office . . . Gordon Canute, Bob Story, Clyde Patterson and Don Woodard had very successful summers at Fontainebleau.

BEST NEWS OF THE MONTH is that a course in architectural design for draftsmen is being given serious consideration by the Educational Committee. The Committee is eager to act in behalf of those who have expressed a sincere desire for such training, but a sizeable group is necessary before anything can be done. It is requested that the word be spread through all offices and drafting rooms that interested persons write to the Chairman, Ronald A. Spahn, 12429 Cedar Road. The following information must be included:

- Name and address of applicant
- Present employment
- Education and experience
- Purpose for which the training is desired (registration, college credit, practice, etc.)
- Class of design needed
- Ability to pay if necessary, for (1) Beaux Arts fee (2) College credit.

CHAIRMAN SPAHN again demonstrates his way

with women by having as his guest the only female guest at the party, and an English lady planner as speaker this month . . . is this a woman's world?

WHO SAYS ARCHITECTS have no influence on public opinion? Didn't the Chapter-endorsd charter amendment to create a Board of Building Standards and Appeals pass by a handsome margin? (Emil Szendy will please take a bow.) And a substantial number of the 17 bond issues? And the Metropolitan Park Levy? We understand one lesson has been drawn from the bond issue voting: don't call a zoo a zoological garden if you want it to win.

HENRY CHURCHILL was in town this week for a Nela Park session—he was our speaker at last April's meeting. Arrangements were made by Byers Hays for the Urban Planning Committee to meet with him one evening to catch up on the latest Institute activity in the planning field.

SAM POPKINS AND CHESTER LOWE are now associated for the practice of architecture at 8931 Carnegie Avenue.

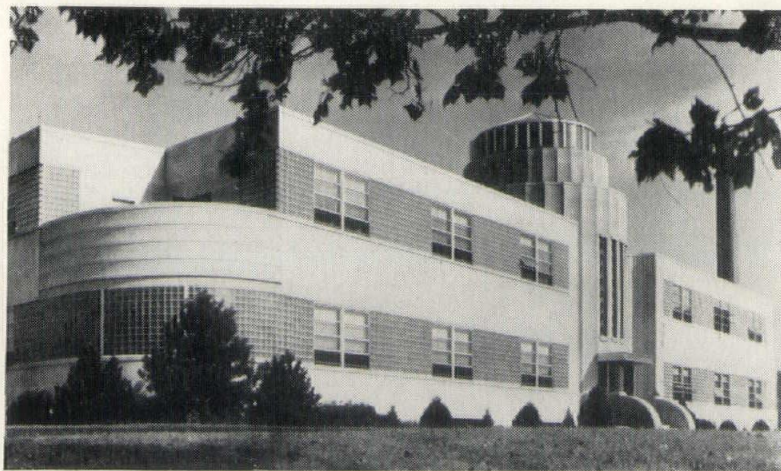
MONTY COOPER AND YOUR EDITOR arrived at a bargain at last month's meeting . . . The latter agreed to announce Monty's need for a draftsman who not only understands and appreciates but is able to draw the Copper version of traditional architecture . . . The former, in turn, agreed to permit his son Buddy, now a student at the University of Pennsylvania, a free choice in the type of architecture which he will practice.

BOB GAEDE, formerly of G.H.R.S. is now an instructor in Industrial Art and Education at Kent State University.

MR. CREIGHTON'S DISCUSSION at last month's meeting regarding architectural magazines as file material
(Continued on page 18)

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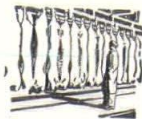
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NEWS OF CLEVELAND DOINGS

(Continued from page 17)

terial reminded some of us once again of the value of a central file of magazine material. Might this idea be given really serious consideration.

SELF-INTRODUCTIONS from the floor at regular meetings would help many of us to feel at home at monthly meetings.

* * *

To Those Interested in City Planning:

The series of meetings organized by Bob Gaede and Mort Schussheim, which were held at the Housing Center this summer, were so successful that a group of us is attempting to continue the idea this fall. Bob and Mort both had to leave town so others of us have tried to carry on. We decided to affiliate ourselves with the Regional Association, a bipartisan, non-profit organization which has offered us the continued use of the housing Center and its facilities.

We have set up a program of meetings for the fall and early winter which will take place on alternate Wednesdays, commencing with October 27 and skipping the period around Christmas. The meetings are intended to become more specific as to what city planning can do for Greater Cleveland. At each meeting we will have one or two experts who will talk for perhaps twenty minutes, followed by seminars such as were held during the summer meetings, and concluding with a summary of the seminars. The program is as follows:

October 27, 1948—Economic and Social Forces which have directed and will direct Cleveland's growth
November 10, 1948—Planning for Tomorrow's Business and Industry

November 24, 1948—Planning for Tomorrow's Transportation

December 8, 1948—Planning for Tomorrow's Homes and Neighborhoods

January 5, 1949—Planning for Tomorrow's Recreation

January 19, 1949—Inter-relation of the Other Problems

February 2, 1949—A Regional Plan

We are taking the agenda from a publication of the Regional Association entitled "What's Ahead for Cleveland," published in 1941. The Association has very kindly donated a number of copies of this publication to our group. We are issuing the publication to all those interested for twenty-five cents, which we believe will cover the cost of keeping everyone informed of the meetings throughout the series. You may get copies of the book at the meeting on October 27 or we will mail you a copy if you send your name and address plus thirty cents (in stamps if you wish) to Seth Taft, 1759 Union Commerce Building, Cleveland 14, Ohio.

We hope very much that you will come and come regularly to these meetings. They are designed to form a logical progression from the basic problems to evolving a general plan for the improvement of Greater Cleveland. By all means bring a friend with you.

We have set the hour for these meetings at 7:00 P.M., having picked the early hour in the belief that most people would prefer to eat downtown and get home early. We will shoot for ending each meeting after an hour and a half of talk, discussion and summary.

As yet we have no plans for anything beyond this series. Any suggestions would be welcome.

Sincerely,
Seth Taft, Chairman
Walter Kelley
Ruth Stanton

OUR PROFESSION AND THE PUBLIC

A Talk by EDMUND R. PURVES

Before the M.S.A. Mid-Summer Conference, August 7

1. Such notices as may have preceded me, give, I fear, an indication, by virtue of the subject assigned to me, that I am an expert in public relations. I hasten to assure you that I am by no means a public relations expert. I am still a layman and will always remain one. It has been my fortune (or misfortune) to have had a title attached to my Institute occupation, the title being—Director of Public and Professional Relations. I would substitute for that grandiloquence, the simple word—"handyman."

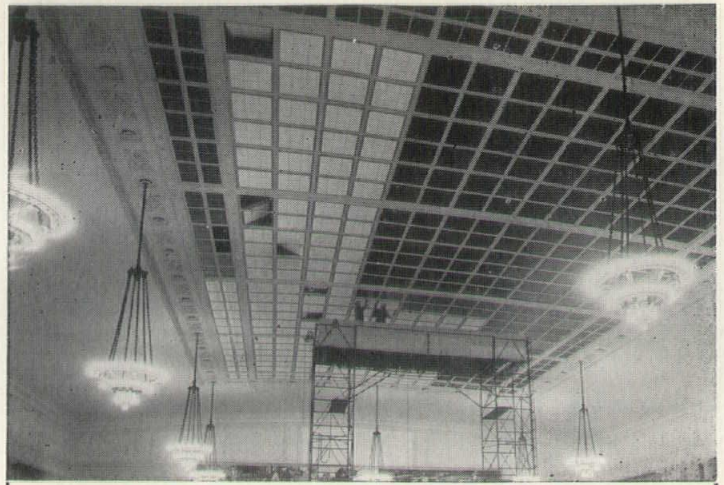
2. The Department of The Institute of which I happen to be the Director is more immediately concerned with publicity and public relations than are any of the others. I have, perforce, acquired a certain working knowledge of what is entailed, and I have come to know a little bit about the professionals in the field of public relations; how they operate and the service they render. The events leading up to my association with public relations with the profession are worthy of recalling.

3. In 1938 I was elected to The Board of Directors of The Institute by the Middle Atlantic District; the same year that your Clair Ditchy was elected. He, however, came with a clear cut title. I believe that his election was unopposed, Mine was vigorously opposed by the more conservative elements. I arrived on The Board after a slightly acrimonious three-cornered fight as the standard bearer of the radical element or youth movement. I am still a radical, a rebel and a progressive at heart. I still enjoy controversy more than calm and endeavor, more than satisfaction. I enjoy my tenure on The Board of The Institute, and in my last year, found myself on The Executive Committee. War had broken out in Europe in the meantime and it was only a question of months when the United States itself would be called in. I became more and more engaged in Washington on behalf of the profession in the endeavor to integrate the profession first in the defense movement and secondly, in the war effort itself. At the direct request of Dick Shreve, I became the Washington Representative of The Institute, a position I still hold—interrupted by some two and one-half years of overseas services as an Air Force officer.

4. It was in the Army that I first associated with Public Relations people. There were propaganda-like directives outlining the PRO's duty. They were patriotic people imbued with a passion for getting on with the war and giving the G.I. his just due. It often turned out that their real mission was to get a General on the cover of "Time." The accomplishment of that mission could be rewarded with a promotion—and usually was. In my outfit the PRO's did not advance as far or as rapidly as they hoped. But they did a good job.

5. Reorganization of The Institute brought about the Department of Public and Professional Relations and I was asked to step into the position of Director. My idea of public relations or my lack of knowledge was about that of the average citizen. I thought something should be done about public relations; I knew ours must be improved and activated; I was aware of that fast growing profession, the public relations counsel and, along with many others, I believed too that they were magicians and that the engagement of a public relations counsel was sufficient of itself to effect an overnight miracle.

(Continued on page 20)



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OUR PROFESSION AND THE PUBLIC

(Continued from page 19)

8. I have come to realize that there are several qualifications for a public relations counsel. First, the counsel must know his client intimately; second, he must know, intimately, the field in which his client operates and third, he must be continually available. It is well at this point to discuss the purpose of public relations.

9. Walter Hagedohm of Southern California, a member of The Institute, has always interested himself in public relations. The other day he sent me some thoughts on the subject. His opening remarks are as follows:

"Public relations constitute the field of each individual's contact with others in the course of business or pleasure. It is the practical application of the Golden Rule in its truest sense. There is nothing particularly difficult about these relations, nor is

there any secret or complicated formula for their proper practice."

I agree with him in general. I am not altogether certain that public relations can be boiled down to anything as simple as a practical application of the Golden Rule. I am inclined to believe that a universal acceptance and practice of the Golden Rule would eliminate the necessity of public relations and public counsels. Stripping public relations of high sounding connotations, and being entirely frank with ourselves, we know that engaging public relations counsel and spending money for public relations is done for one purpose only, and that is to put oneself across satisfactorily and with profit to a potential clientele. It is a selfish motive, but one that justifies itself and, after all, without a touch of selfishness there is no progress and no success.

10. Some people like to think of public relations as educational. It is—but the educational aspects are certainly limited to educating the public or clientele along lines which will rebound to the benefit of the educator.

11. Now, by what means do we achieve good public relations—which is to say, how best can we make ourselves known with satisfaction? A short and immediate answer is "by all possible means" and this, I think, is the best answer. Public relations result from daily contacts, from whatever we say and do, from our writings, from our talks, not only to the public but to private clients too. Good public relations depends on our reputation for service. Granted that we must, on occasion, emphasize this reputation, in order not to be forgotten in the hustle and competition of this busy world. We must spend money on emphasis. (Public relations sometimes depends on such things as the espousal of the right cause at the right time.) The general aim is to obtain a favorable public regard for ourselves and our product.

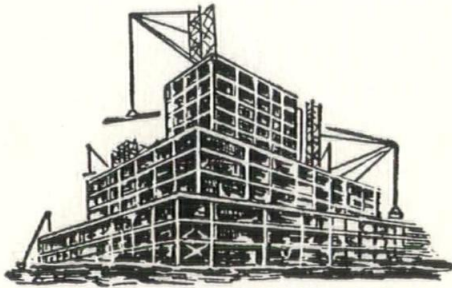
13. The implementation of successful public relations is both tangible and intangible. This any successful architect knows. Scratch any successful, outstanding office and you will find that the firm is very smart with its public relations—big or little, tangible or intangible.

14. We must differentiate between public relations, publicity and advertising. Public relations is the sum total of all that goes into creating a successful impression. Publicity is an instrument toward that end.

15. Advertising, which is often confused with publicity, we are really not concerned with, at least, on the national level in the A.I.A. In the first place, advertising for us would be of questionable propriety and secondly, we know perfectly well we have not the financial means to engage in any worthwhile advertising program on a national scale. It has been repeatedly suggested to us, and even forcibly recommended, that the A.I.A.

(Continued on page 21)

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OUR PROFESSION AND THE PUBLIC

(Continued from page 20)

engage in such activity as the goodwill advertising programs, for instance, as undertaken by the American Telephone and Telegraph Company (which certainly does not need to advertise in order to sell telephones). That Company conducts an excellent advertising program to the end of building up public goodwill towards itself. Programs of this nature run into millions of dollars a year and are carried out with cleverness, brilliance and telling effect. In the construction industry, The Associated General Contractors of America, Inc. undertakes something of this sort on a more modest scale. But, in order to make an impression on the public mind, vast sums of money must be expended. We have not the means and probably never will have and again (I repeat), it is not entirely clear that we would be acting with propriety.

16. I have noted that several Chapters have engaged in group advertising programs. These have been conducted with dignity and for the benefit of all architects in the area. I have no way of judging what the success of those programs has been. I rather doubt that the effect has been pronounced.

17. Let us consider publicity, which is the means of getting your message across. There are several media. The first are the pages of the press, then magazines, then the publications and statements issued by our own organization, then the radio and last and most important, the individual member of The Institute who is, without question, the most powerful and important medium of publicity that the profession has.

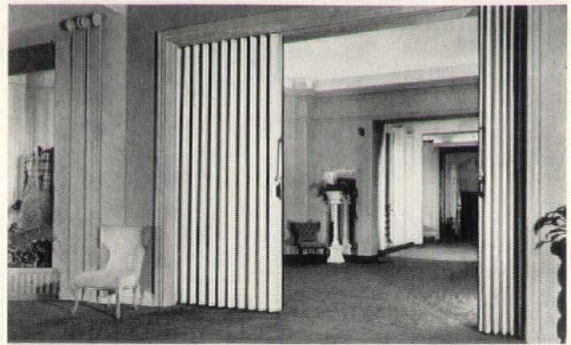
18. Our job with the press lies in getting news of the Institute and of the profession favorably in the public print. This we attempt by issuing news releases, which are distributed to some 850 editors through the United States, including all the leading newspapers in towns of certain population, of towns wherein we have members and of course to the wire services and magazines, including some overseas. Of course, very often newspaper items appear which are not based on our releases. This occurs when reporters pick up anything that we do or say that they consider of interest to the public. We try to foresee these contingencies. For instance, when we testify before Congress, there is generally a press table. We prepare releases for distribution in order to facilitate matters, but the treatment by the press will be such as determined by the reporters at the time the news is made.

19. It is no trick at all to get headlines. A quick way is, of course to shoot another architect—provided either the shooter or his victim or both are prominent people. It is, incidently, very easy to get bad headlines which

seems to have more news value than the good. Such is the taste of our sordid world.

20. Sometimes our effort is to avoid headlines. To this end we try to anticipate news which might be unfortunately considered and beat the press to the punch with an enticing release. This is not altogether difficult as editors are so much in the habit of being fed releases that if they are aware we distribute them, they may even wait to hear what we have to say. Reporters are human, like the rest of us, and avoid unnecessary effort, and a release will often save them the trouble of writing a story. In fact, this disposition is carried to even great extremes. I recall that as I was sitting at the press table at an Institute banquet that when the speaker of the evening arose a reporter whispered in my ear—"We know exactly what he is going to say even though he has not handed us his

(Continued on page 22)



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OUR PROFESSION AND THE PUBLIC

(Continued from page 21)

statement; his talk is always the same and we have it on file. Goodnight." It is not always that the press can anticipate with such success.

21. We must design our releases to catch the editorial eye. It is the first paragraph that counts. As you all know, news cannot be manufactured successfully. You have to have it or to make it, which means you must have said or done something worthy of a story. This is not always easy when the membership demands a certain amount of continued publicity.

23. News is generally what is regarded as entertaining or the satisfaction of curiosity on the part of the reader. Architecture seldom entertains or interests any but ourselves or satisfies curiosity except architecture in its more progressive and drastic forms. Academic architecture is not news except in certain parts of the country, where a feeling for the classic is a powerful part of the local tradition. Advanced or fantastic architecture is better news. What architects may have to say is generally of little interest outside of the profession or the construction industry unless the expression relates forcibly to a subject of universal concern, such as housing, town planning or the architecture of the coming Atomic Age. Other professions, such as law and medicine are more fortunate than we, in that the public has a keener appreciation of suffering and of death, of crime and of difficulties with the law, than it has with ethics or with progressive improvements to the comfort of living.

24. Architectural efforts are less drastic and less spectacular and I think there is a basic reason for this. In the main we do our job well and have done so for decades. Our buildings although never satisfactory to ourselves (such is the nature of architectural ambition and progress), are, on the whole, satisfactory to the public. They stand up, they look well enough and they actually work, some better than others, but on the whole none sufficiently badly to warrant the pronounced disapprobation of the public. An illustration of this lies in the fact that it is relatively easy to raise money for research in cancer or tuberculosis or for infantile paralysis, but it is extremely difficult to raise money for the research of building and housing. Such research has to be motivated primarily by the producing companies who are naturally interested in finding wider or newer markets for their products. All this raises the question—how can or should architects make news?

25. Publicity through the magazines does not achieve the importance that some of us should like to give it. For publicity purposes, those magazines which would do us the most good are the popular magazines—*Colliers*, *Saturday Evening Post*, *Reader's Digest*, and any that have the greatest sale on the country's news stands. Maybe we should even venture into the comics and catch the public attention in its more youthful stages of development. Too often such publicity as we achieve in the popular magazines contains elements of misinformation and an emphasis on aspects of not too great interest to ourselves. It possibly stems from the fact that so much of the material appearing in popular magazines is hack written, to such an extent that the average popular magazine fails to stimulate the interest of people who have achieved the requisite intellect to participate in a professional field such as architecture. We have not yet solved the problem of carrying our message in the popular magazines.

28. Our best medium of publicity is you yourselves;—the individual member of the profession. You are away

(Continued on page 23)

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OUR PROFESSION AND THE PUBLIC

(Continued from page 22)

and above the most important cog in the whole machine. The man in the street, in the last analysis, judges the entire profession by his personal knowledge of an individual architect through his success or lack of success with that architect. The medical profession, for instance, publicizes widely the doings of its national figures, and publicizes any important developments, advances, discoveries or research that it undertakes, but the general public impression of the medical profession is dependent upon the family doctor. The public's opinion of the profession is 99% dependent on the excellence or otherwise of the service rendered by each individual architect to his client and by the design of the individual structure. No amount of A.I.A. public relations can offset poor service and inept design. It behooves us as individuals to bear in mind that never for a moment are we not being regarded. The whole profession is judged by your individual actions.

23. You may enhance the prestige of the profession by taking a greater part in community affairs, and becoming well known figures in your local communities and authorities of influence and respect.

24. The A.I.A. strives to keep the profession continually and with credit in the public notice. In addition, we let the membership know that we are active and endeavor to keep it immediately informed on matters of interest. Our efforts require expert guidance: Our efforts must be on guard to offset the effect of our present unfavorable public relations.

25. The members of the profession are intelligent, energetic, wide awake people or they would not be architects. They often take it upon themselves to express themselves forcibly. This we encourage, but we do ask if members speak on a national issue or question that they inform themselves of the Institute's policies and experience. If they elect to disagree with us that is their privilege, but the fact of disagreement should be made clear to the public.

26. Too often the writings and sayings of architects for the public only serves to create the impression that architecture is in a bad way. For instance, we criticize so often and so vehemently that naturally the public assumes that our criticism is justified, but they know at the same time that we are in a large measure responsible for planning of our cities and consequently, criticism of other architects and architecture which is not constructive only serves to decrease the public esteem of our profession. The architects capacity for and indulgence in criticism of his fellows though it bespeaks an intellectual pride—nevertheless cannot fail but convey to the public an over-all sense of professional failure.

27. Too, we must understand better and be tolerant of the other segments of society. There is a disposition on the part of architects to hold the opinions of others in scant esteem. There results a subtle and natural relation stemming from injured pride. This applies especially to the average architect's conception of the other professions in the construction industry.

Herein lies a great objective of public relations for the profession—to affect and guide consumer demand to the end that architecture may progress and that the profession may be held in high esteem.

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LEGAL BACKGROUND OF ZONING

(Continued from page 12)

property most advantageous to his own interests is not in itself a sufficient ground to grant the variance. As our court has said: "Disadvantage in property value or income or both, to a single owner of property, resulting from application of zoning restrictions, does not, ordinarily, warrant relaxation in his favor on the ground of practical difficulty or unnecessary hardship. Financial considerations alone . . . cannot govern the action of the board. They are bound to take a broader view than the apparent monetary distress of the owner. Otherwise, there would be no occasion for any zoning law." In fact to alter the application of the ordinance upon such grounds would destroy the very purposes for which zoning is established. The only test which the law admits is, can the hardships which the individual will suffer under the general provisions of the regulations be alleviated without substantially affecting the general purpose and intent of the ordinance as a plan to serve the best interests of the community as a whole.

One particular aspect of the power to vary perhaps merits a further word. It is becoming rather usual to insert in zoning regulations a provision that permits for the use of premises for the sale of liquor shall not be granted within a distance of 1000 or 1500 feet or the like of other premises where such sales are permitted. Such a provision is the statement of a public policy of the community adopted by its proper legislative authorities. While existing places of this character at closer intervals may continue as nonconforming uses, the policy of the community is that as such uses cease the restriction will be more closely approximated. To grant a new permit for the use of premises for the sale of liquor within restricted areas is to fly directly in the face of the declared policy embodied in the ordinance. The right to vary its provisions is an exceptional power to be used only in unusual cases and it would be a rare case where a board would be justified in varying this particular regulation. (Stavola v. Bulkeley, 134 Conn.)

The other particular matter of which I want to say a word concerns the granting of an application after one or more previous applications for permits for the same use have been refused. When a board takes such action, it is peculiarly open to the charge that it has acted through influence exerted upon it rather than upon the ground of the facts and circumstances surrounding the particular location. The law governing the action of a board has been stated in this way: ". . . while the board is invested with a liberal discretion to decide whether to reverse a former decision, it is a discretion which is subject to review in the courts and it must be reasonably and legally exercised and based upon evidence which fairly sustains the decision. It should not ordinarily be permitted to review its own decisions and revoke action once duly taken. Otherwise there would be no finality to the proceeding (and) the result would be subject to change at the whim of members or due to the effect of influence exerted upon them, or other undesirable elements tending to uncertainty and impermanence." ". . . the test to be applied is whether new or additional facts appear showing a change of conditions or other considerations materially affecting the merits, intervening since the former decision." (Rom-mell v. Walsh, 127 Conn. 272, 277.) It is of the highest importance for the well ordering of the affairs of a community that its zoning board should gain the reputation of acting not only in accordance with the law, but also fairly and upon sound ground, and I think there is per-

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LEGAL BACKGROUND OF ZONING

(Continued from page 24)

haps no way, in which a board suffers more in the opinion of the citizens than in its failure to adhere to the rule which should govern its action in reversing a decision which it has previously reached.

Let me now try to sum up the cardinal principles which it seems to me should govern zoning officials in the performance of their duties. Their function is a very important one, in that the control of property values lies largely in their hands. They are entrusted with the exercise of one aspect of the far reaching police power of the state. They must always bear in mind that the issue before them is never primarily the profit or loss to a particular individual, but the maintenance of such a system of zoning as will best serve the interests of the community as a whole. They have great powers, but those powers are circumscribed and confined within the limits of the law governing zoning. They do not have an unlimited discretion to decide the issues before them, for such a discretion would be contrary to the very basis of American democracy. Finally, any zoning official who permits himself to be swayed by favor or prejudice, who yields to influence, political or otherwise, who arrives at a decision otherwise than in conformity to the governing rules of law and as a reasonable conclusion from the facts before him is false to the great trust imposed in him. Most zoning officials are not open to criticism upon these grounds, but it has seemed to me that even for them it might be a good thing to give such a summary as this I have tried to state, and as far as others are concerned, it may possibly stir them to a better performance of their duties.

PREPARATION OF CONTRACT DOCUMENTS

(Continued from page 10)

day, a favorable weather day, or a calendar day? The word "months" is too loose and in the event of dispute it might be held that in as much as the time was stated by months a portion of that unit would be too small to be considered by the Court.

Avoid the "liquidated damage" clause, or the "bonus and penalty" clause as it is more often called. The Courts are highly averse to the enforcement of anything called a penalty or which resembles one. If you must use it do so with extreme care and with the aid of one who knows the law of that subject.

As to the "cost plus" consideration, there are so many varieties and pitfalls that there is certainly not time to discuss them in today's short period. Be sure that in any case you describe in ample detail all that is to be included in "cost." In these days of strange ideas, you might find your client charged for laundry of the workmen's clothes or rental for the builder's home office, or interest on his working capital.

Also, in the case especially of cost plus contracts, be sure that you put a stop to the theory that the builder is your client's agent for the construction of his building and not an independent contractor. In the former case your client can be held liable for the builder's negligence, but not in the latter case. State plainly in the contract that the builder is an independent contractor and assumes all of the liabilities of that status. That, however, is a clause for your lawyer to compose.

Avoid the escalator clause, so called, if possible. When it must be used it should be bi-lateral. Be sure to require that the one claiming extras under it shall be obliged to submit to the Owner, with his claim, all of the details on which it is based and complete method of its computation.

(Continued on page 27)

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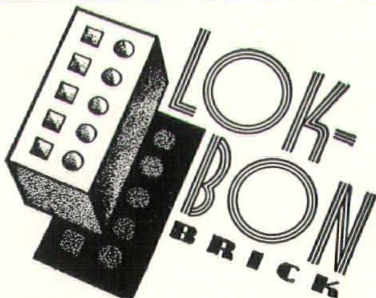
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TEN COMMANDMENTS FOR THE ARCHITECT

By Professor Ralph W. Hammett
University of Michigan
College of Architecture and Design

1. Thou shalt not take up thy duties with a client without a thorough understanding; i.e., a contract in some written form that will enumerate the acts to be done and the compensation to be paid.

2. Thou shalt not make any statements, or allow the client to tie up thy contract with any clause or statement, guaranteeing price or performance of the work of others.

3. Thou shalt honor thy client and his contractor and deal fairly with both sides.

4. Thou shalt have no private agreements or understandings with the contractor, subcontractor or any material man, nor any conflicting or concealed interests in any project where thou art hired as architect.

5. Thou shalt accept no personal favors or gifts from any contractor or material man which will place obligation upon thee.

6. Thou shalt not, as supervisor of the job, assume authority that is contrary to the original contract, thereby allowing deviations, modifications or alterations, or give any orders for extras, without the written consent of the owner.

7. Thou shalt not take bids in thy name, or say or write anything which might be construed as making thee in effect the contractor, unless thou art fully covered by agreement and insurance, and will be fully paid for such added responsibility.

8. Thou shalt not tolerate a client who insists on giving orders to the contractor or subcontractors over thy head.

9. Thou shalt not fail to confirm all acts, words and deeds of importance by carefully written letters or memoranda to the owner and contractor, keeping copies of all letters, sketches, drawings, specifications and all contract material in carefully indexed files.

10. Thou shalt be kind and just to all men, but thou shalt not forget thy legal rights, particularly that of lien in case of non payment, and in case of controversy, the necessity on thy part to seek professional legal advice.

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The only way to match the sales appeal of a downtown shopping district is to build complete drive-in shopping centers where each store, restaurant, theatre and the like is within easy walking distance of its neighbors and all share a common reservoir of parking, ample enough for peak season shopping periods," claims Morris Ketchum, Jr., prominent architect of the firm of Ketchum, Gina & Sharp. Mr. Ketchum spoke to the public on the subject of Shopping Centers, at the "Tomorrow's World" exhibit which was sponsored by the New York Chapter of the American Institute of Architects, at the Museum of Science and Industry, through October.

Mr. Ketchum further stated that "Suburban stores of all types, from service stations to branch department stores, have been built on highway locations where there was enough room for a good store building, for off-street parking and trucking, and for safe pedestrian walkways. Such stores as Lord & Taylor's Eastchester, with 1,000 car spaces, or B. Altman's Manhasset, also with ample parking for even Christmas shopping crowds, have proved that it can be both pleasant and practical to shop by automobile.

"By themselves, however, such drive-in shops or stores can only provide parking for their own customers. As you travel from drive-in store to drive-in store along the highway, you must park each time you shop. This long drawn-out shopping tour is not as easy or convenient as walking from door to door along Main Street . . . Such neighborhood or regional shopping centers can offer a balanced assortment of stores, amusement, and services—equivalent to all the attractions of Main Street but without Main Street's traffic hazards and parking headaches."

Mr. Ketchum further stated, "Shopping centers of this type are being built all over the country from California to Massachusetts. They vary in size from small neighborhood clusters of shops and services to giant regional centers equivalent to the entire shopping district of a large city."

The exhibit at the Museum featured a gigantic model of an ideal community together with photographs and models of the latest designs of homes, commercial and industrial buildings and housing developments.

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PREPARATION OF CONTRACT DOCUMENTS

(Continued from page 25)

Sometimes the builder offers a cost-plus contract with a "split savings" clause if the final figure is below a stated maximum. In these times of continuing inflation that offer is a mere pot of gold at the end of a rainbow. It should be brushed aside, unless you are sure that you are in a "long decline" market, but in that case it will probably not be offered.

A few words should be said about the surety bond. It is required by law in public projects and as you know it is designed to insure payment of the builder's obligations and the completion of the project. It is a tricky document and could be phrased very simply instead of in the dangerous language now commonly employed. A surety obligation is seldom enforced without a lawsuit and long years of experience have taught me that in private work it is far cheaper to employ a higher priced but better builder than it is to take on a cheap builder and rely on a surety bond. I have composed a simple form to use when necessary, but that is rare with our clients.

In general, the prime requisite of a contract is clarity, for without that quality it fails. To fulfill such a requirement it must be phrased in understandable language, it must cover all of its points in adequate detail, and be free from prolixity. Expressions peculiar to the trade should not be used when common expressions are available. Good English gives dignity and standing to your instruments and bespeaks pride in your work. I think that the framers of your A.I.A. contract forms had most of these things in mind when they did their work for there is no question as to the highly desirable orderliness of their documents and the good character of their English. When I read some of the old haphazard building contracts written by the old time Architects before your forms were devised, I wonder at the comparatively small amount of litigation arising from them. Surely a merciful providence watched over those blessed old-timers.

But the Architect's field has broadened since their time, and indeed since the time when your present documents were composed, so that their field of usefulness is not nearly broad enough for those offices which have projects up into the millions of dollars, or those which require industrial research, or production studies, in conjunction with the planning and constructional supervision. You may say that such work is more in the field of engineering than architecture, and you would be right, but in large projects, with the exception of ecclesiastical and residential structures, the two main elements of your profession are completely interlaced and cannot be considered separately.

So while our office uses your excellent "General Conditions," supplemented with several additional pages of our own composition which we have found to be necessary, we do not use your contract forms, and that is only because of their relatively narrow field. If we should use them there would be so much lining out and writing in and additional paging that the alterations would be five or more times as great as the original document. Also in most of our work the large number of copies required makes the stenciled document the only possible solution. Ten copies is a frequent requirement.

However, it may gratify and please you to know that the framework of your A.I.A. documents can be observed in most of those which we compose. We follow the same order and in some cases we use phrases almost identical. For those Architects whose work is predo-

minately residential or small commercial, with a minimum of engineering, your forms are indeed a blessing, but you must remember that the manufacturing tailor does not ask that each man buy his suit of the same style, pattern and size, neither can one contract form suffice for many types of project.

The best word which I can give you is that you should consider each case on its own merits, give thoughtful care as to the particular requirements and characteristics of each case, and after mapping the items to be covered draw your contract on an A.I.A. form if it fits, but on one of your own compositions if the form does not fit, but which ever you use make your contract clear, complete, concise, and easily read.

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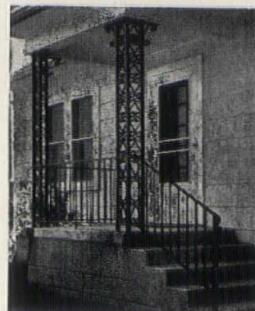
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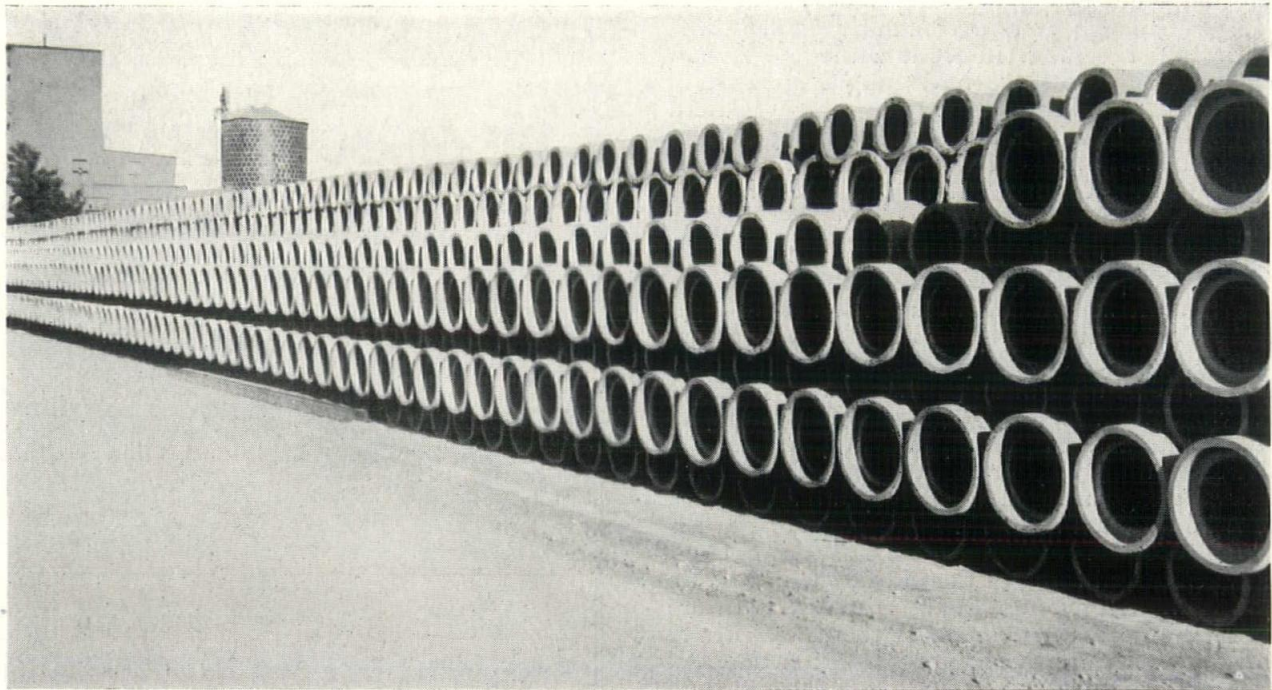
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