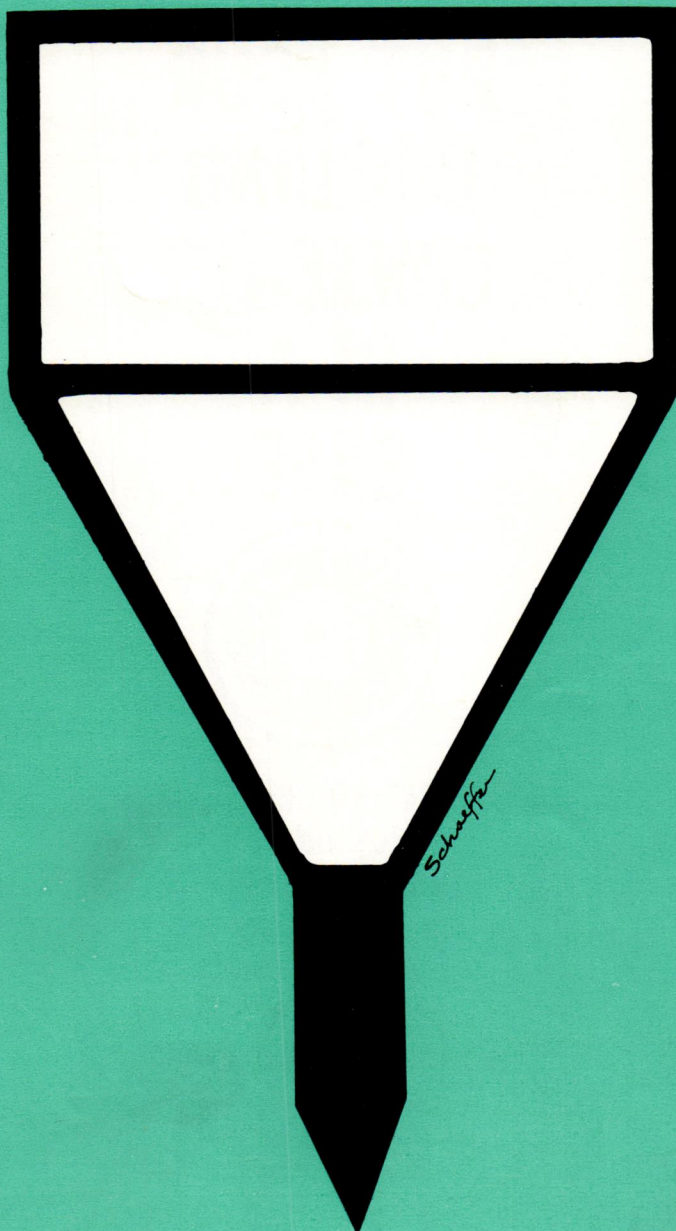


LOUISIANA ARCHITECT

OCTOBER

1965

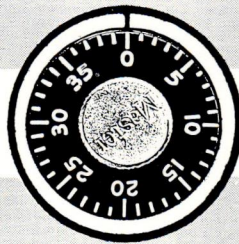


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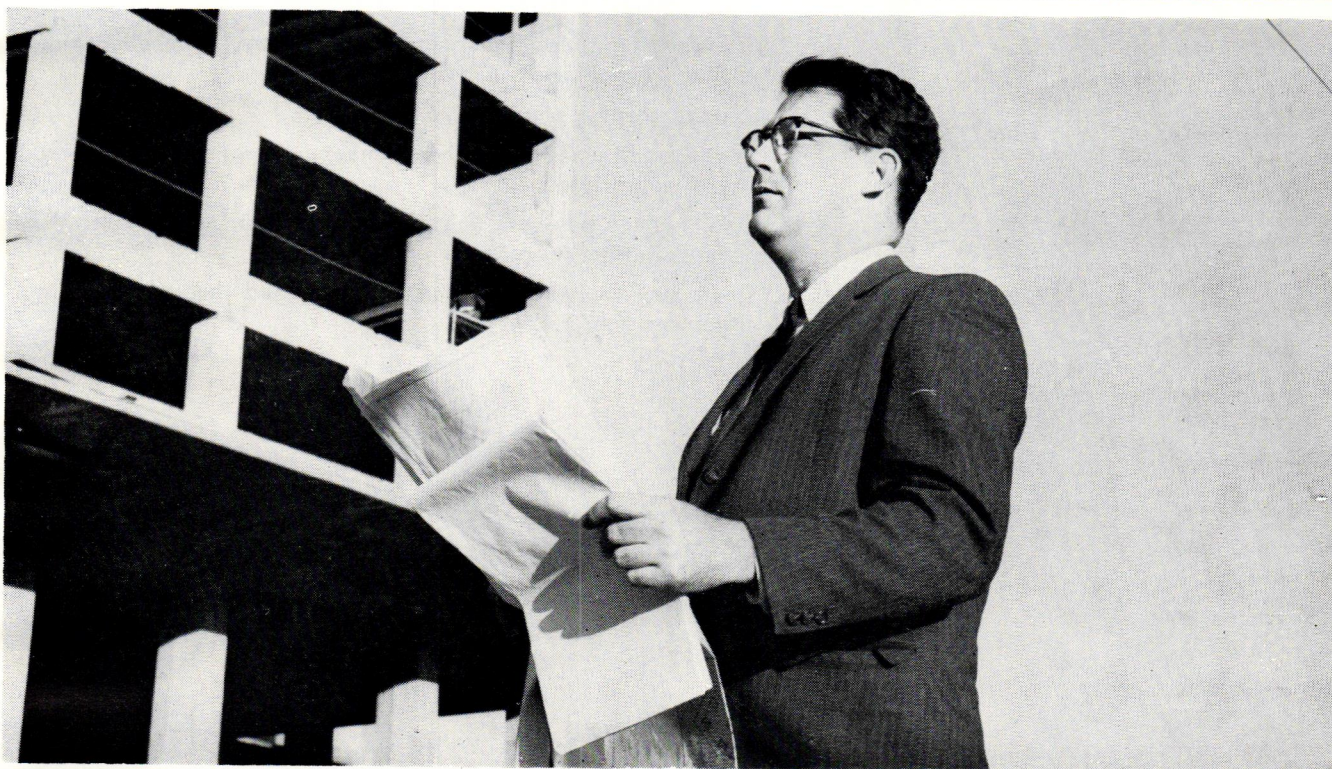
crete technology, newest construction methods and research and development. A typical day may find field men helping a ready-mixed concrete producer design a high-strength mix for a special project—or consulting with highway engineers on pavement designs for a modern expressway.

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LOUISIANA ARCHITECT

OFFICIAL JOURNAL OF THE
LOUISIANA ARCHITECTS ASSN.

Vol. IV

No. 12

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Never Have So Many Done So Little

At the conclusion of his 1965 report during the LAA annual meeting at the Convention, President Perkins emphasized, "Never have so many done so little," as was the case during the past year. He reminded members that LAA has prospered, matured, and gained a healthy measure of achievement since the inception of a full-time program in 1960. However, he blamed the decrease in member participation during 1965 on the increased volume of work being enjoyed by many firms. It will be a sad day when we have to wait for the bad years in order that our professional society can progress.

In this vein, it might serve to awaken a few inertial LAA members to read the following excerpt from the summer, 1965 issue of "Gulf South Home Builder," entitled, "HOW TO KILL AN ASSOCIATION":

1. Stay away from meetings.
2. If you do come, find fault.
3. Decline office or appointment to a committee.
4. Get sore if you aren't nominated or appointed.
5. After you are named, don't attend board or committee meetings.
6. If you get to one, despite your better judgment, clam up until it's over. Then sound off on how things really should be done.
7. Do not work if you can help it. When the Old Reliables pitch in, accuse them of being a clique.
8. Oppose all banquets, parties and shindigs as being a waste of the members' money.
9. If everything is strictly business, complain that the meetings are dull and the officers a bunch of old sticks.
10. Never accept a place at the head table.
11. If you aren't asked to sit there, threaten to resign because you aren't appreciated.
12. Don't rush to pay your dues. Let the directors sweat; after all, they wrote the budget.
13. Read mail from headquarters only now and then; don't reply if you can help it.

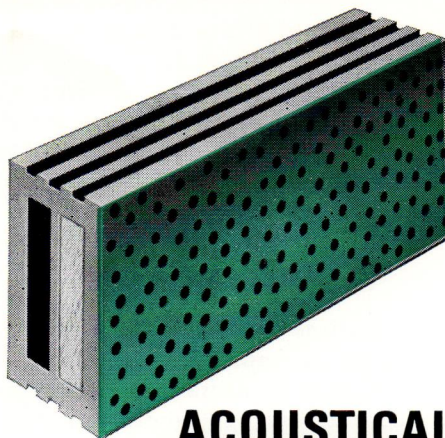
Cover

John Schaeffer does a variation with the theme art for the 1965 convention.

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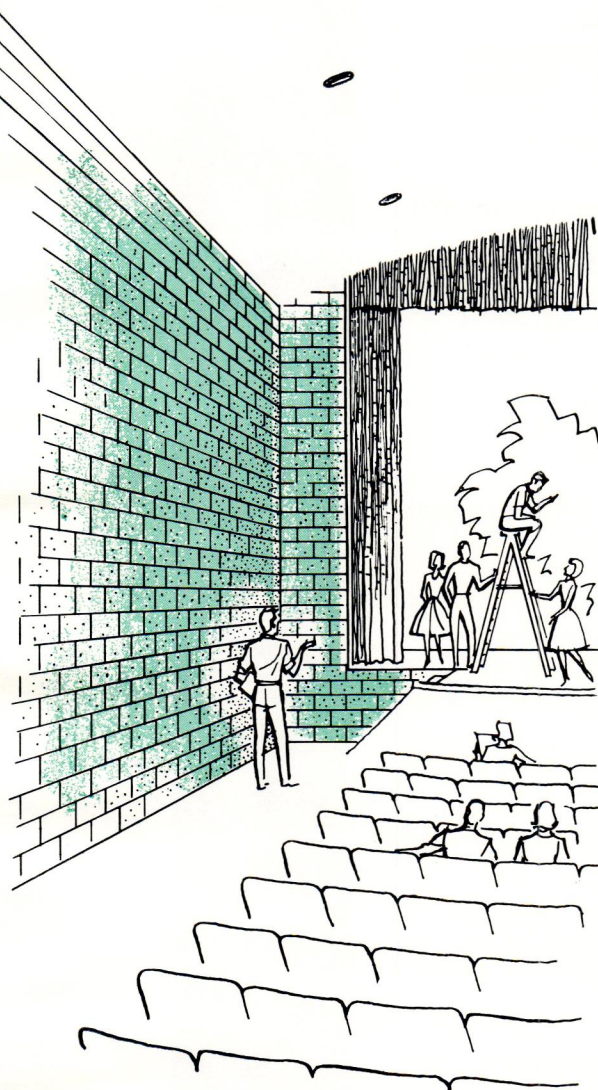
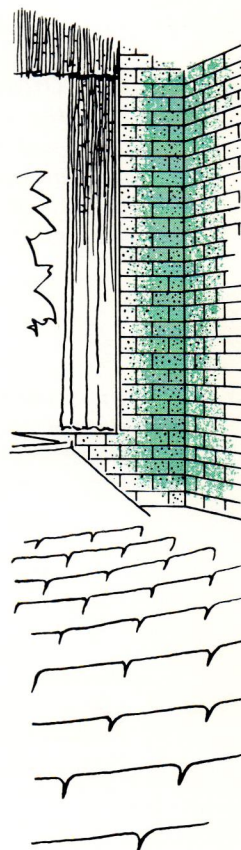
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(b) Ceramic Glazed Tile	.11	.72	.81	.24	.16	.16	.50

(a) Factors based on tests of 6T unit (5 1/3" x 12" x 4") with 207-1/4" diameter holes in symmetrical pattern.

(b) Factors based on tests of 8W unit 4" x 8" x 16" with 322 holes of random size & pattern.

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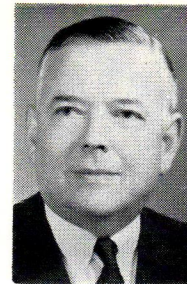
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Environmental Award Winners

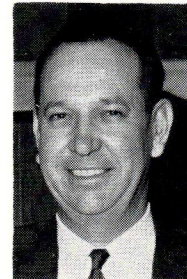
In recognition of his outstanding service to the City of New Orleans as Chairman of the Mayor's Advisory Commission on Housing Improvement, and as Vice President of the Citizens Housing Council for the Greater New Orleans Area . . . two agencies which have contributed materially to positive changes in the environmental advancement of this great city.

Walter M. Barnett



In recognition of his leadership as president of the Louisiana Municipal Association in improving the physical environment of the State of Louisiana by assisting in the organization, promotion and implementation of "Louisiana's ALERT Program for Municipal Development"; and in further recognition of his concern for, and support of city planning, zoning and beautification as Mayor of the City of Lafayette.

J. Rayburn Bertrand



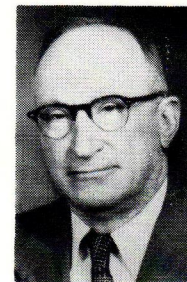
In recognition of his contributions to the orderly development of New Orleans through ten years of service as Chairman of the New Orleans Planning and Zoning Commission during which time the Comprehensive Zoning Plan for the City of New Orleans was prepared, adopted and implemented, and in further recognition of his service as President of the New Orleans Levee Board, an agency which has contributed materially to beautification of the New Orleans Lakefront Area.

Gervais Favrot



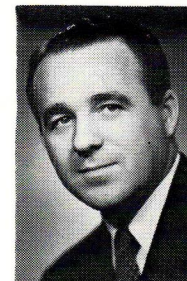
In recognition of his contribution to the beautification of this state through creation of "Louisiana's "Garden in the Forest," whose entrancing beauty and natural grandeur are an inspiration to all who visit Hodges Gardens.

A. J. Hodges



In recognition of his support of master planning and the effective execution thereof, and in further recognition of his leadership in providing needed capital improvements for the City of Monroe, with strong emphasis on aesthetics.

Mayor Jack Howard



In memory of deLESSEPS S. MORRISON whose energetic and far-sighted quest for the progressive and planned renewal of the City of New Orleans and whose continuing appreciation of, and dedication to, preservation of its historic physical environment has resulted in a city of the old and new world—a city of yesterday, today and tomorrow.

deLesseps S. Morrison



Environmental Award Winners



In recognition of his avowed commitment to sound architectural design and in further recognition of his contribution to the orderly growth and beautification of the City of Ruston, a community which is consistently recognized in Louisiana's "Cleanest City" competition.

William A. Marbury, Jr.



In recognition of her many years of selfless service in behalf of the beautification of such areas as the State Capitol grounds in Baton Rouge, the campus of Northeast State College and public school grounds in the Twin Cities of Monroe and West Monroe; and in further recognition of her untiring efforts over a period of 40 years to establish the Downtown City Park in the City of Monroe.

Mrs. Anna Gray Noe



In recognition of his public support of planning, orderly growth and beautification through his influential position as publisher and general manager of the Alexandria Town Talk, and also through the numerous city and state organizations such as the Louisiana State Chamber of Commerce, the Public Affairs Research Council and the Council for a Better Louisiana, on whose governing bodies he has served.

Joe D. Smith, Jr.



In recognition of his efforts to assure the vitality and planned development of the central core area in Downtown Baton Rouge; and in further recognition of his leadership in the campaign establishing the Louisiana Arts and Science Center in the Old Governor's Mansion in Baton Rouge.

B. B. Taylor, Jr.



In recognition of his leadership as Executive Vice President of the Louisiana State Chamber of Commerce in improving the physical environment of the State of Louisiana by assisting in the organization, promotion and implementation of "Louisiana's ALERT Program for Municipal Improvement."

Lamar L. Walters

The Shreveport Beautification Foundation

In recognition of its voluntary efforts to beautify the City of Shreveport and surrounding territory and to encourage beautification of individual homes and gardens.

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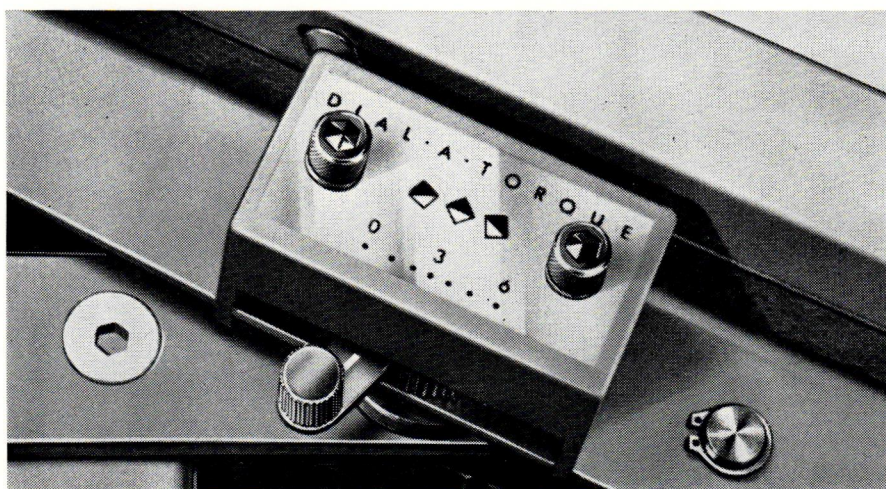
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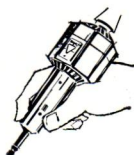


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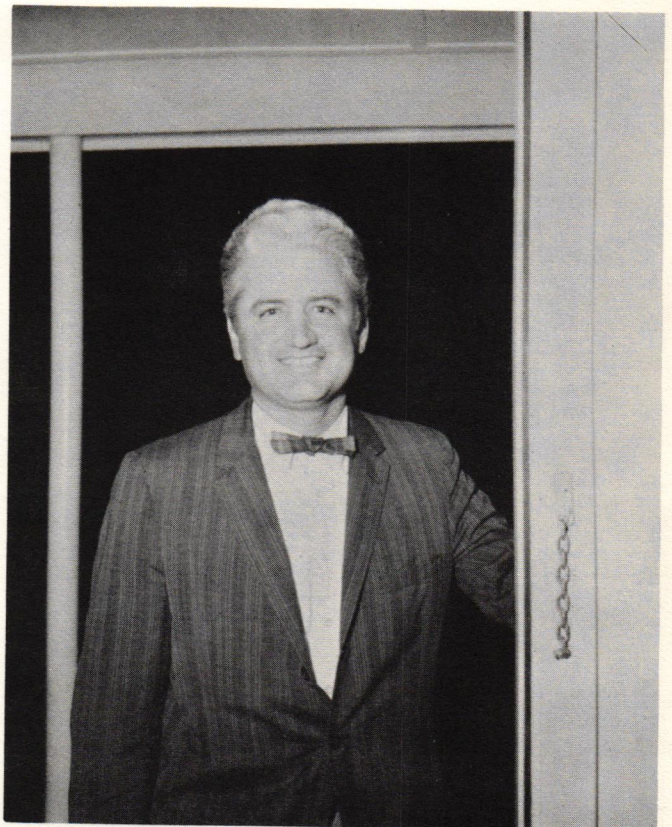
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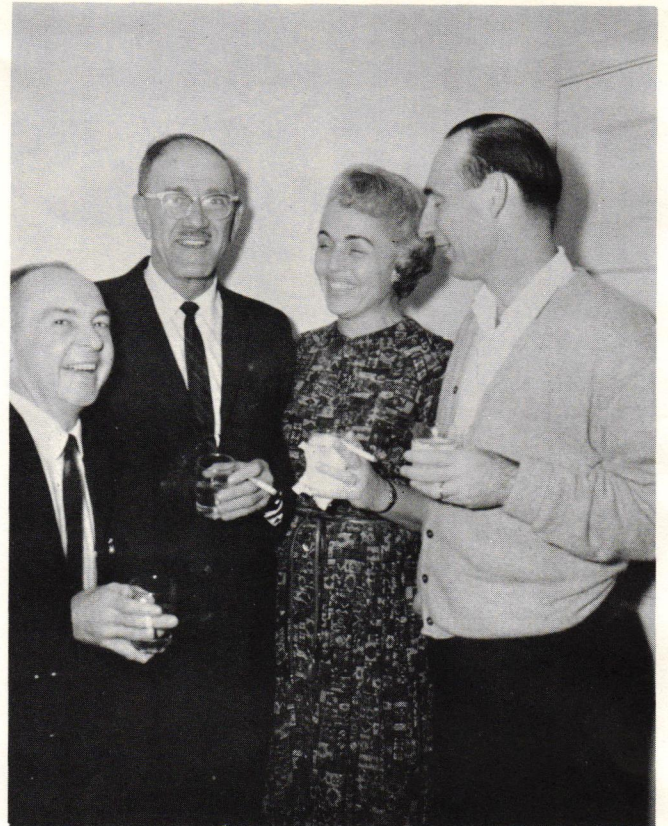
CONVENTION POLAROIDS

Recognize any of these people? They were attendants at the 1965 Convention of the Louisiana Architects Association, held in Alexandria on October 7, 8, 9.

These photographs were taken at the beginning of the three-day meeting, flown to Baton Rouge, reproduced and stuffed into the October issue of LOUISIANA ARCHITECT. Three hundred copies of the organization's publication were then flown back to Alexandria on the final day of the confab for distribution to surprised conventioners.



CONVENTION
POLAROID



**CONVENTION
POLAROID**





CONVENTION POLAROID



**CONVENTION
POLAROID**



ACTS 38, 39, 40 of 1965

ACT 38

AFFIDAVIT REQUIRED IN ACT 38

Be it enacted by the Legislature of Louisiana:

Section 1. Section 2219 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 is hereby enacted to read as follows:

§ 2219. Affidavit attesting that Public Contract was not secured through employment or payment of solicitor.

A. All architects, engineers, contractors, subcontractors, or any person, corporation, firm, association, or other organization receiving value for services rendered in connection with the construction of a public building or project shall execute an affidavit attesting:

(1) that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) that no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

B. No public contract shall be granted to any person, corporation, firm, association, or other organization refusing to execute the affidavit required by Sub-section "A" above.

Section 2. All laws or parts of laws in conflict herewith are hereby repealed.

ACT 39

SUBSTANTIAL INTEREST PROHIBITED BY ACT 39

Be it enacted by the Legislature of Louisiana:

Section 1. Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 is hereby enacted to read as follows:

§ 2190. Architects and engineers prohibited under certain circumstances from owning substantial interest in organizations furnishing materials for construction of public buildings or project.

A. Architects and engineers are prohibited from owning a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

B. For the purposes of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

C. Whoever violates the provisions of Sub-section "A," shall be guilty of a misdemeanor and shall be fined not more than \$1,000.00 or imprisoned for not more than six months, or both.

Section 2. All laws or parts of laws in conflict herewith are hereby repealed.

ACT 40

CLOSED SPECS PROHIBITED BY ACT 40

Be it enacted by the Legislature of Louisiana:

Section 1. Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 is hereby enacted to read as follows:

PART V. REGULATIONS OF CLOSED SPECIFICATIONS AND EXCLUSIVE DISTRIBUTION OF MATERIALS

§ 2290. Closed specification prohibited; exception.

A. No architect or engineer, either directly or indirectly, shall submit a closed specification of a product to be used in the construction of a public building or project, unless all other products, other than the one specified, would detract from either the utility or appearance of other public buildings in the immediate vicinity.

B. Under no circumstances shall a closed specification be submitted, or authorized, where any person or group of persons possess the right to exclusive distribution of the specified product.

§ 2291. Written notice to approving authority of inclusion of closed specification.

Whenever an architect or engineer, either directly or indirectly, has included a closed specification in the specifications for a public building or project, he shall submit a written report to the building authority, ten days prior to the final submission of specifications, which report shall include the following:

(1) Identification of each closed specification;

(2) a concise statement of the reasons for including a closed specification;

(3) identification of other products which are apparently equal and a concise statement as to why they may be excluded under the provisions of R.S. 38:2290.

§ 2292. Acceptance or rejection of closed specification.

The approving authority may accept a closed specification only after it determines that all products brought to its attention are excludable under the provisions of R.S. 38:2290, however, the approving authority must reject the closed specification, should another product of equal utility and appearance be submitted to them prior to letting of the bid, in which event the specifications must be amended so as to allow substitution of an equal.

§ 2293. Proceedings to annul contracts violating provisions of this Part.

Any contract entered into in violation of the provisions of this Part shall be considered null and void and the Attorney General is directed to institute legal proceedings to have the contract judicially declared null and void: all costs of the proceedings to be borne by the defendant, or defendants.

§ 2294. Separate bids.

A. Each closed specification authorized by the approving authority shall be offered for bid as a separate item.

B. No contractor or sub-contractor shall accept a bid on a closed specification unless the item is priced separately in the bid.

§ 2295. Definitions.

(1) A "closed specification" shall be a product specified to the exclusion of all other products of apparent equal quality and utility.

(2) "Exclusive distribution" shall be the right to control, either by contract or practice, directly or indirectly, the distribution of a product in a particularly defined area to the exclusion of any other distributor.

§ 2296. Penalty.

Any person, firm, corporation, partnership or organization who violates any provisions of this Part shall be guilty of a misdemeanor and shall be punishable by a fine of not more than \$1,000.00 or imprisonment for not more than six months, or both.

Section 2. All laws or parts of laws in conflict herewith are hereby repealed.



Alvin B. Rubin
LAA Legal Counsel

WHAT CONSTITUTES COMMENCEMENT

You may be interested in calling to the attention of your own counsel the annotation in 1 ALR 3rd 822 (1955) on the subject "What Constitutes 'Commencement of Building or Improvement' for Purposes of Determining Accrual of Mechanic's Lien." This is a comprehensive discussion of the subject, and includes consideration of whether staking, surveying, fencing, or making test borings of a property constitutes commencement of a building and whether demolition of existing improvements on the property, clearing, grading and filling, or other such activities constitutes commencement, under various circumstances.

This annotation deals with decisions from throughout the United States. The author summarizes the relevant legal issues as follows:

"It has generally been recognized that in order for the work done on the premises to constitute the commencement of a building under mechanic's lien statutes which state in effect that a mechanic's lien accrues to the lien claimants at the time the building is commenced, it is necessary that it become obvious from the work done on the premises that a building is going up, and the owner must have intended to construct a building at the time the initial work on the premises was begun.

"Although the most frequently recognized rule is that excavation work in preparation for work on the foundation constitutes the commencement of a building under typical mechanic's lien statutes, it has been held in a few cases that the work done amounted to the commencement of a building, even though it was in no way connected with work on the foundation, and was in fact merely work done in preparation for the construction of the building. On the other hand, it has generally been held that the mere preparation of the land for the construction of a building is insufficient to

constitute the commencement of the building under the various mechanic's lien laws."

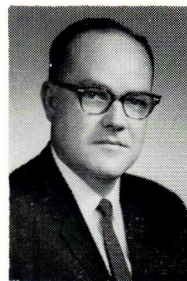
In the same volume, 1 ALR 3rd 1273 (1965), there is a discussion of the "Effect of Stipulation, In Public Building Or Construction Contract, That Alterations Or Extras Must Be Ordered In Writing." A portion of the summary of this article is as follows:

"Generally, the stipulation in a public building or construction contract that alterations or extras must be ordered in writing is valid and binding upon the parties, and therefore, so long as such a provision remains in effect, no recovery can be had for alterations or extras done without a written order in compliance therewith.

"While a stipulation requiring a written order for alterations or extras, so long as it remains in effect, precludes the contractor from recovery for alterations or extras done without complying with it, such effect is, of course, not produced where the particular work in dispute is not an 'alteration' or 'extra' within the meaning of the provision requiring a written order. In this connection, there are authorities supporting the view that a stipulation requiring a written order for 'extras' is not applicable to 'alterations' or to work entirely outside the contract, and that a stipulation requiring a written order for extras or alterations is not applicable to work done by the contractor to repair damage caused in the process of construction or to correct defects appearing during construction. Where, under the terms of the contract, a written order for alterations or extras is required only in certain specified circumstances, or the requirement of a written order for such work is subject to certain specified exceptions, such terms of the contract are decisive of the question as to whether a particular alteration or extra should be ordered in writing."

NEWS NOTES ZIP CODERS

WASHINGTON, D.C., September 17, 1965—The American Institute of Architects today announced the appointment of Kenneth C. Landry AIA as Administrator of Governmental Affairs, a new post created to increase the service the Institute can provide to federal agencies seeking to improve their design capabilities.



Landry, a member of the Institute staff since April 1962, has been Administrator of its Department of Public Services for the past two years. A native of New Orleans, he attended Louisiana State University and received his B.S. in architecture from Tulane University in 1949. He is a past president of the Baton Rouge Chapter, AIA; past secretary-treasurer and board member of the Louisiana Architects Association, and past secretary-treasurer of the Gulf States Regional Council, AIA.

He was in private practice for 13 years, and was a partner in the Baton Rouge architectural firm of Bodman, Murrell, Landry & Webb, Architects and Engineers.

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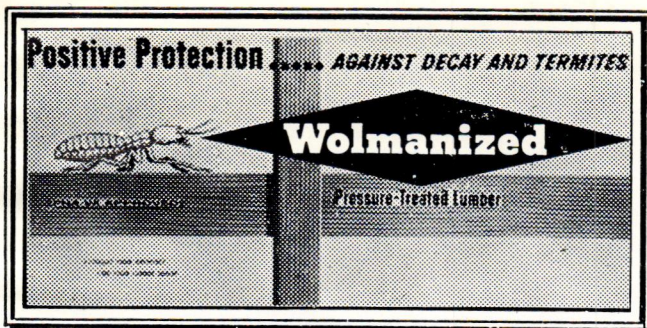
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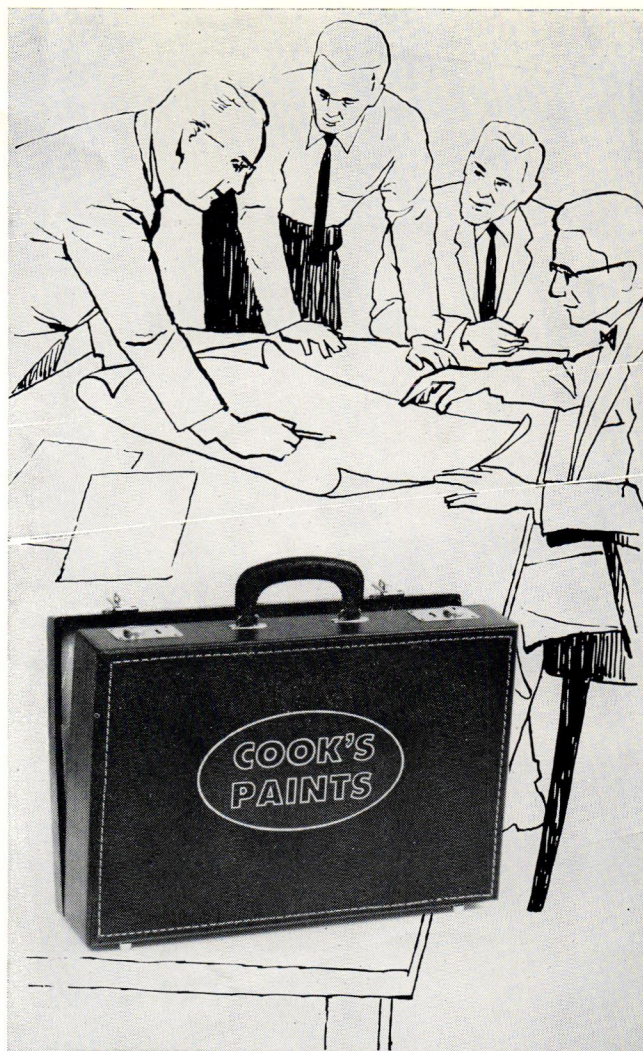
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If First Impressions Are Lasting Impressions

This is the sixth in a series of pages to be devoted monthly to scenes on major routes in Louisiana cities. If first impressions are truly lasting impressions . . . what must visitors, tourists, businessmen, potential industrialists think of our cities? What must they think of our cities if by the time they reach the hearts of our urban persons, they witness such a "hardening" of the arteries? (Photo of Monroe scene.)



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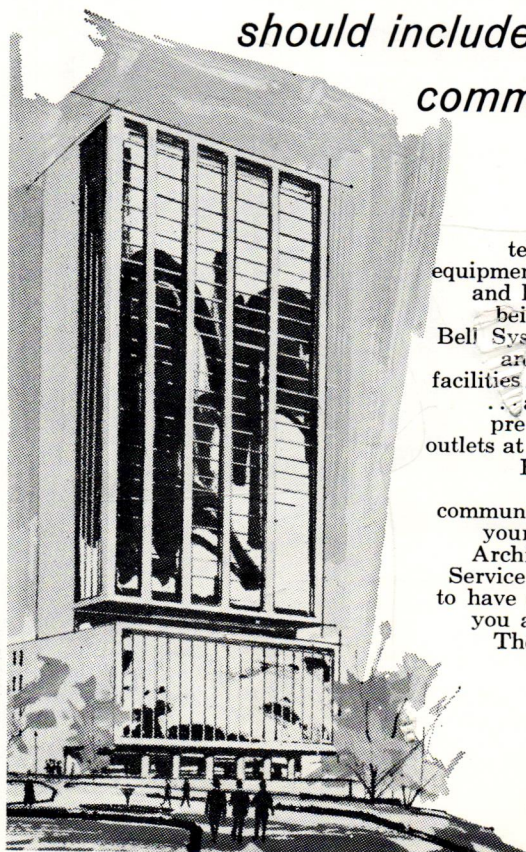
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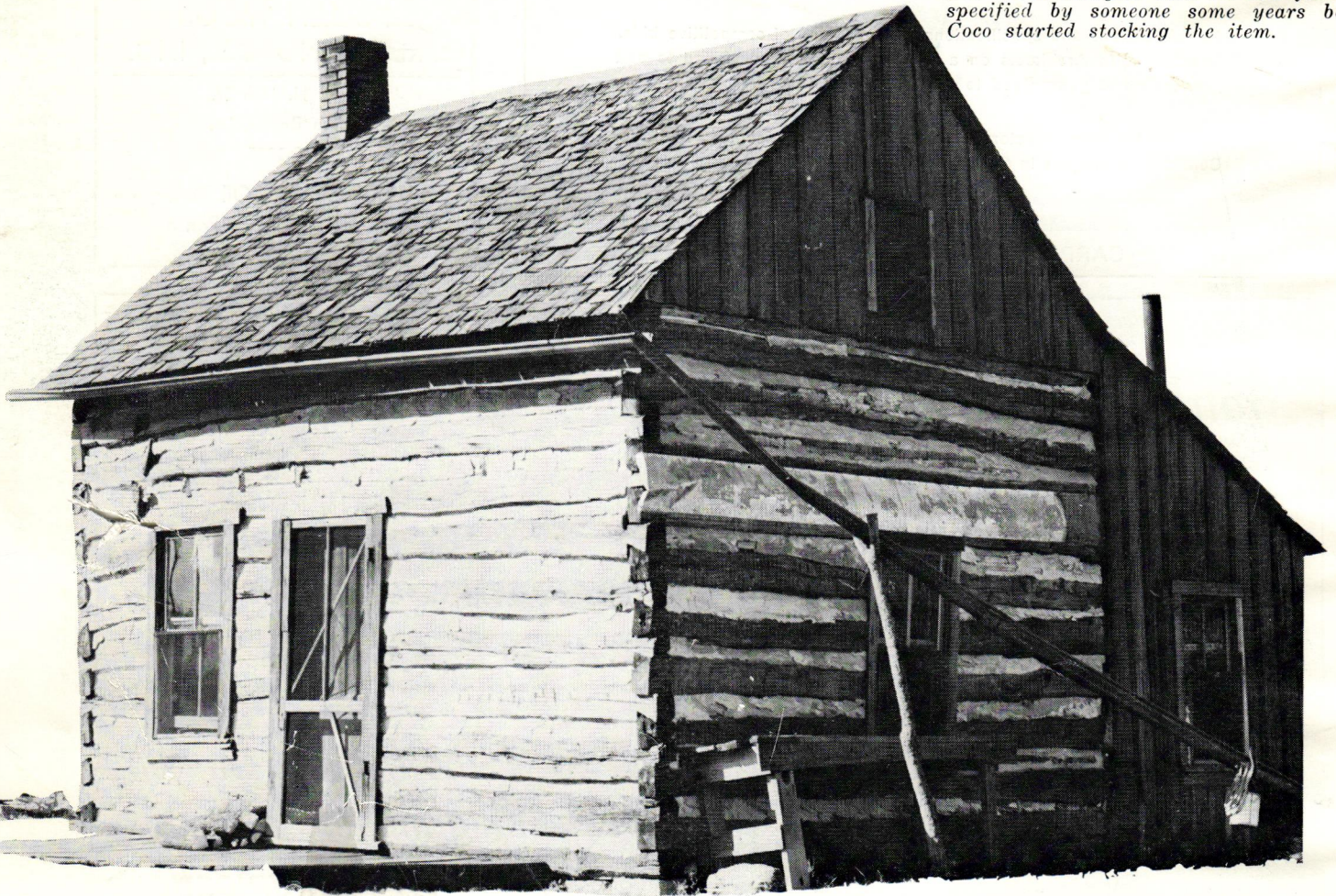
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