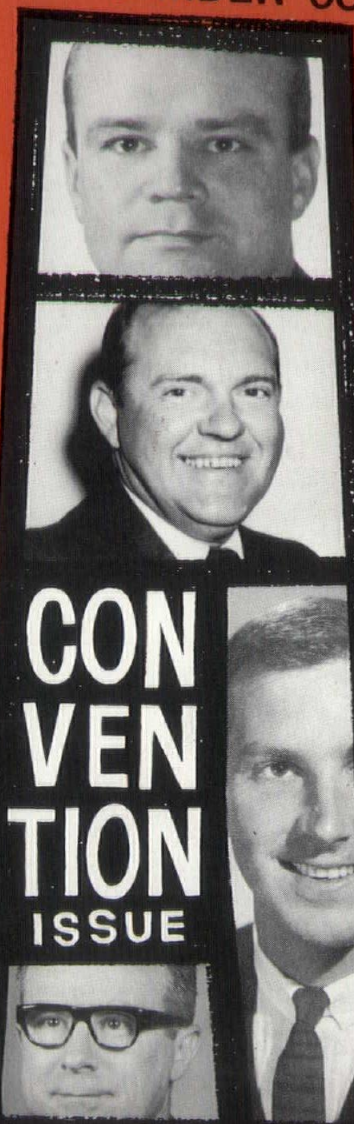
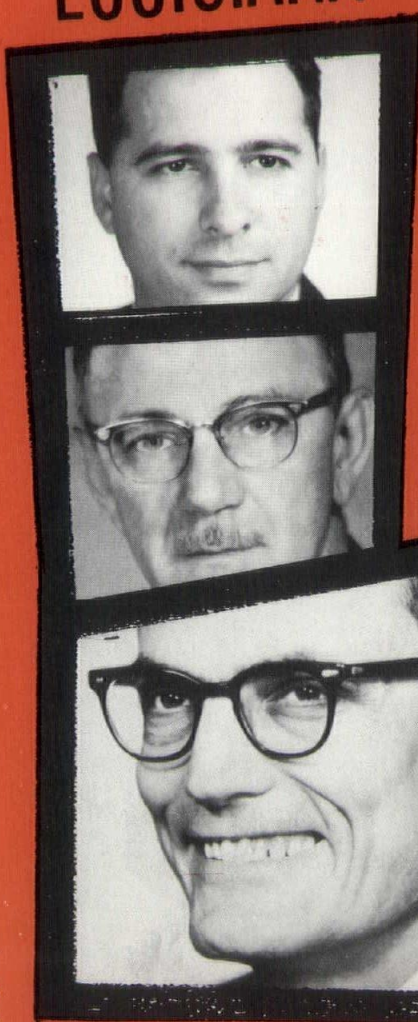


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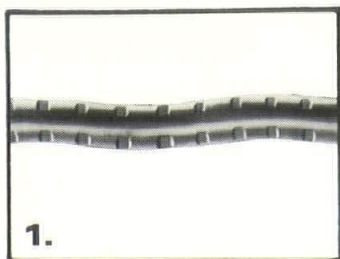


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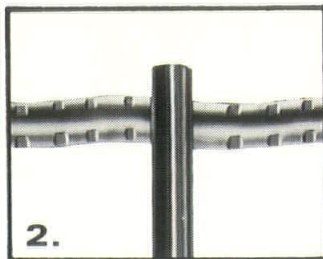
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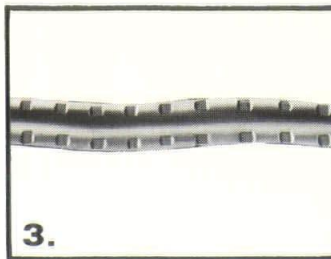
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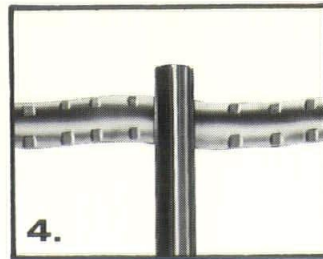
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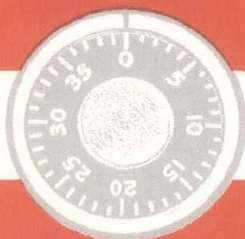
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The Louisiana Architect

Volume VII
Number 9

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IN MEMORY OF EARL MARTIN

The death of Earl Martin, Director of the Consulting Engineers Council, was a grievous loss to Louisiana architects as well as to our engineer friends in the CEC. His death may be forgotten, but his life will not, for he had an exceptionally large number of friends.

His friendship with our legislators and his work on bills affecting architects and engineers was of great value to the professions. Due a large part to his efforts, architects and engineers on the Interprofessional Relations Committee were for the first time coming to grips with some of the problems that have long plagued both groups.

We hope that architects and engineers will continue to work together in the same honest and diligent manner in which Earl worked.

To his wife, and children, we of the LAA wish to express our grief in having lost a valued friend and for them we offer our prayers.

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ON THE STUMP

LAA CANDIDATES

With the hope of creating greater interest in the election of LAA officers, this year we present both the candidates and their platforms. Each nominee was invited to submit a brief biography and a statement of what he considers are the most important tasks facing the LAA in 1969.

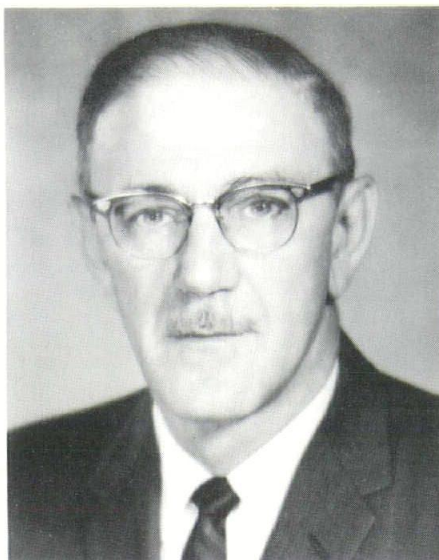
For President

Max J. Heinberg, AIA—partner in the firm of Barron, Heinberg and Brocato, Alexandria, Louisiana, is a graduate of Tulane University with a B.A. in Architecture, 1928. After two years service with Hunt, Helm, Ferris Company in Harvard, Ill. and two years with Herman J. Duncan, Architect in Alexandria, he opened his own firm in 1932. In 1943 he began a partnership with C. E. Barron and in 1949 the firm was joined by Joseph Brocato and became Barron, Heinberg and Brocato. Max is a charter member of the Central Louisiana Chapter, AIA and has served two terms as its president. He is a past Board Member and Vice-President of the LAA and was Convention Chairman in 1965. His community activities include board membership for the Alexandria Red Cross chapter, Cerebral Palsy Assn., Kiwanis Club, Alexandria Country Club and President of Jewish Temple. Max is registered to practice in Mississippi and Florida, as well as Louisiana and is a member of Construction Specifications Institute.

For the LAA in '69, he says, "Complex problems are nothing new to the architectural profession and it is difficult to determine which tasks are the most important for the LAA in the year ahead. Great progress has been made in the past several years both in the realization of what are our problems and in constructive measures toward correction and improvement of our status as a profession. In the coming year programs instituted should be followed and enlarged with renewed vigor. We need to place more stress on public relations to improve the image of the Architect in the eyes of the public and to implement the several successes we have had in our legislative programs. In addition, we are greatly in need of an educational program leading to improved professional standards and to unify Louisiana Architects in the association of the various chapters with the AIA, the LAA, and of no lesser importance, to unify and place on a truly professional status the relations of our individual architects and firms with one another."



ON THE STUMP



MAX J. HEINBERG



T. CLAYTON SMITH

T. Clayton Smith, AIA, is a partner in the firm of Miller, Smith and Champagne, Inc., in Baton Rouge, and holds a B.A. in Architecture from Texas A. & M. He has had experience with George Dahl, Architect with Murchison Enterprises in Dallas, and with Easterwood and Easterwood, Architects. Clayton has held all of the offices of the Baton Rouge Chapter AIA, ending with Chapter President last year. He has served for the last two years on the LAA Board of Governors and is currently LAA Secretary-Treasurer. He was the organizer of the "Production for Profit" seminar in New Orleans in 1967 and is chairman of the Continuing Education Committee. He has recently been active in the promotion of the new LAA fee schedule and as an LAA spokesman in the Legislature.

Clayton is a member of the Baton Rouge Chamber of Commerce and the Baton Rouge Roundtable Club.

For the LAA in '69, he says, "The LAA's first statement of purpose in the Articles of Incorporation reads as follows: 'To unite the Architects of Louisiana in an effort to make their profession of ever increasing service to the citizens of the State by advocating means to protect and better the public health, safety and welfare, in matters related to planning and to the design and construction of buildings.'

"In order to fulfill this lofty goal, I believe the following program should

be pursued with all diligence in 1969:

1. The final acceptance and adoption of the new schedule of compensation by the profession, public agencies and clients should be brought to final consummation in 1969. The groundwork for this has been done and done well by Stewart Farnet and his committee. The LAA will be a stronger force for the profession as the financial base of the individual members improves.

2. The problem of Engineers cutting into the profession must be solved. The engineering profession is continually attempting to erode the Architect's role as prime planner and head of the construction team. Unfortunately, we aid and abet this erosion by attempting to shirk our responsibilities and not performing to the best of our abilities. The client must be convinced that his best interest lies with the Architect and not with a coalition of professionals.

3. The profession has a responsibility to take a more active part in the public affairs of the State and Community. We should make every effort to have representation on all regulatory boards and agencies involved with construction. Once representation is acquired the individual Architect should serve well and capably and provide a high level of leadership for the other members.

4. In order to serve the public and profession at the highest level of proficiency the LAA should have a strong

continuing education program and the individual practitioner should be encouraged to participate as much as possible.

5. A research program delineating the Architect's role in the future should be commenced in such fields as expanded services, financing, planning, and the traditional role of divorcement from contracting should be very closely re-examined.

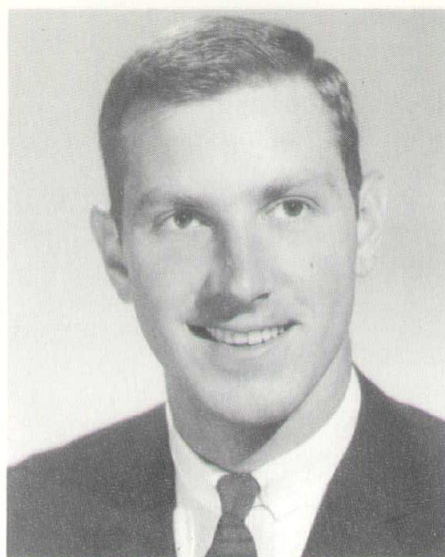
I am convinced that the LAA as a sounding board and collection center can combine the efforts of members into a potent instrument of good for the public and the communities in which we live and practice."

For Secretary-Treasurer

W. R. "Ramie" Edmonds, Jr., AIA is a partner in the firm of Thompson, Thompson and Edmonds in Baton Rouge. He attended Sewanee Military Academy and LSU's School of Architecture. Ramie's work experience includes 8 years with Bodman, Murrell and Smith, Baton Rouge and 3 years with Edmond Durell Stone, Architect in New York. Currently he is program chairman for the Baton Rouge Chapter AIA. His community activities include: United Givers Fund section chairman for architects 1967; charter membership in the Downtown Exchange Club (President 1959) and charter membership in the Baton Rouge Round Table Club. He is past



W. R. "Ramie" EDMONDS



RAYMOND G. "Skipper" POST, JR.



WILLIAM R. BROCKWAY

secretary of the Kappa Sigma fraternity Alumni Chapter.

For the LAA in '69 he says,

"I would like to see a unified effort by all architects in the direction of strengthening our membership in the LAA. Active committees of interested architects should be formed to better familiarize the public with our function. The days of the 'Walk in Client' are almost a thing of the past. Engineers are assuming the role of architects and in many cases are being awarded our projects. I feel we must take positive action to support constructive legislation restricting the 'rubber stamp' method of turning out projects so prevalent today.

The professional task of planning and designing the future towns and buildings of Louisiana is our responsibility. Let's accept that responsibility."

Raymond G. "Skipper" Post, Jr., is associated with John A. Bani, Architect, Baton Rouge and is a graduate of Texas A. & M. with a B.A. in Architecture. Presently he is secretary of the Baton Rouge AIA Chapter, has served in 1966 as membership chairman and in 1967 as Program Chairman. His community activities include: Membership on the Board of the Camp Fire Girls Assn., Secretary-Treasurer of the Baton Rouge Round Table Club and past president of the Texas A. & M. Alumni Assn. of Baton Rouge.

For the LAA in 1969 he says, "In my estimation there are two lines of action for the future LAA. The first, and simplest to see and do because of its familiarity, is to continue the noble work that has been done in the past by our outstanding leaders.

The second is to incorporate new programs and ideals to further strengthen the profession. This should include a positive program to familiarize the general public with the architectural profession and to form a closer tie to explain the professionalism of the AIA to architectural students, young graduates, and young architects.

For Vice President (Two to be Elected)

William R. Brockway, AIA is the principal in his own firm in Baton Rouge. He attended Oklahoma University, Southwestern Oklahoma Institute, LSU, University of Cincinnati, Weihenstepher Technical College in Germany and Tulane University. Bill holds a Bachelor of Architecture degree from Tulane where in 1951 he graduated first in his class. He holds NCARB Registration and has worked as an architect with several firms in Baton Rouge, New Orleans and San Francisco. With a total four years on the LAA Board of Governors, he is a past secretary-treasurer of the LAA and a past member of the Gulf States Regional Council AIA. He is also a past president of the Baton Rouge

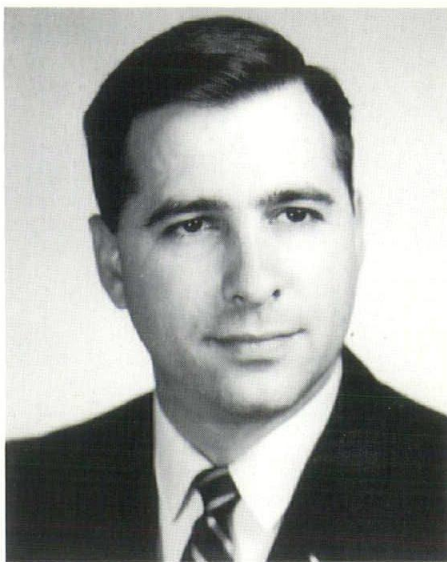
Chapter AIA, and has recently been active in LAA legislative affairs. He is currently chairman of the Capitol Regional Planning Commission's Committee on Historic Preservation. A member of Tau Sigma Delta Architectural honorary society, Bill holds an AIA School Medal from Tulane and an Alpha Rho Chi Medal. He has produced several TV programs on architecture and for the past year has authored a weekly column on architecture in the Baton Rouge Morning Advocate.

For the LAA in '69 he says this, "What is the biggest problem facing architects today? The inroads of competitive professional and quasi-professional groups? The machinations of an unsympathetic officialdom? Inadequate fees? Package dealers? Increased professional liability?

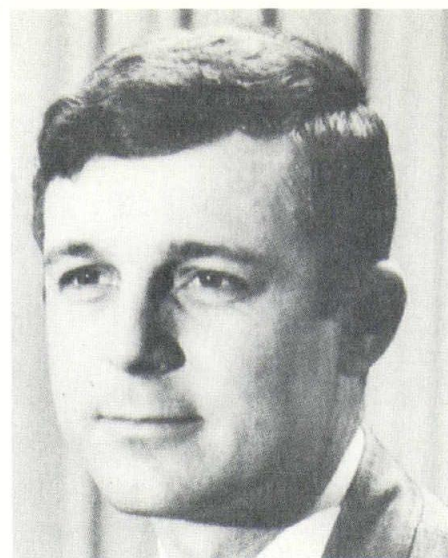
"In my opinion, our biggest problem is none of these. It is, instead, the central condition which permits these other problems to exist, meaning, of course, public relations (or the lack of same). The truth is that we architects are just not very well known or understood outside our own, disturbingly small, sphere of influence and something should be done about it.

"If we are to achieve any kind of lasting success in our different programs, we must first develop a public image equal to the task. We must let people know who we are and what we do

ON THE STUMP



J. J. CHAMPEAUX, II



S. STEWART FARNET

(legislators, too). This, I submit, is our most urgent piece of business at the present time and the one to which we should assign the largest share of our corporate efforts during the next few years."

J. J. Champeaux, II, AIA is director of City Planning in Lake Charles, he attended the University of Southwestern La. and holds a Bachelor of Architecture degree from Tulane University where he was president of the architecture student body. He has a master of Architecture degree in Urban Design and City Planning from Rice University. He holds the Alpha Rho Chi Honorary Fraternity Medal, and was awarded the Air Force Association Medal as a Distinguished Military Graduate. In 1966 he was awarded the Air Force Commendation Medal for meritorious service for performing long-range Master Planning for the Special Air Warfare Center. In 1967 he captained an architectural research project for the Ford Foundation. Before taking his present position in Lake Charles he was an associate in the firm of David L. Perkins, AIA architect in Lafayette.

For the LAA in '69 he says, "As an organization the LAA has a vital role to play in the "Urban crisis" currently extensifying in Louisiana and the South. Since the Urban problems faced now in Louisiana have not reached the magnitude of those in the North and the East, timely efforts should be made

now at state level to formulate sound planning policies which can assure healthy progress in the dynamic urbanization of Louisiana. The LAA has a responsibility to use its voice and to be a leader in this vital period of urbanization.

"This decade has revealed a changing environment and pattern of living in Louisiana which has surpassed any other decade in history in transportation, communications media and in Urbanization, Louisiana has a new ESSENCE. To meet the problems involved in this day of dynamic change the professional architect cannot hope to rely on the education of even a decade ago if he is to make meaningful contributions to the public he serves.

Continuing Education is of tremendous importance today and the LAA, again, has its responsibility not only to the professionals but also to the public in Louisiana to assure the highest caliber of continuing Education to Louisiana's Architects."

S. Stewart Farnet, AIA is the principal in his own firm in New Orleans and holds a B.S. Degree in Architecture from Tulane University, where he served as president of the architecture student body. Stewart also received training at the Air Force Institute of Technology and is a captain in the Air Force Reserve. Since 1955 he has worked with several architectural firms as an architect and principal. He is

now serving his second two-year term on the LAA Board of Governors. Recently he received a vote of appreciation from the Board for his outstanding service as Chairman of the Fee Schedule Committee.

Listed among his long list of civic activities are: past president of the Young Men's Business Club of New Orleans, and the Toastmasters Club #842; member of the Advisory Committee of Delgado Trade and Technical Institute; member of the citizens Advisory Committee of the City Planning Commission; Member of the Vieux Carre Commission. In 1966 he was runner-up for the Jaycees "Man of the Year" award.

For the LAA '69 he says, "The most significant objective of the LAA and of the profession as a whole should be to assist the architect in exerting more influence upon the development of our total physical environment.

The profession has tended toward a proportionately reduced participation in terms of the total building effort in this country. The services of the architect as planner and designer must somehow become more feasibly available to that larger segment of the construction industry such as residential and industrial development from which the architect has traditionally been excluded and which more completely characterize the attitudes of our culture than any single monument of architecture."



P. MURFF O'NEAL, JR.



HUGH G. PARKER, JR.



ERNEST E. VERGES

P. Murff O'Neal, Jr., AIA is a partner in the firm of Weiner, Morgan and O'Neal Architects in Shreveport. He attended Centenary College and Tulane University, where as an honor student he received a Bachelor of Architecture degree. He currently holds N.C.A.R.B. registration and is a member of the Louisiana State Board of Architectural Examiners. Murff is past president of the Shreveport Chapter, AIA, has served three years on the Board of Governors of the LAA and three years as secretary-treasurer to the Gulf States Regional Council AIA.

For the LAA in 1969 he says, "First we need a workable 'incidental clause,' with engineers, even if it means changing the architect and engineering licensing laws. Secondly we should start something on right of approval or rejection of contractors and sub-contractors on public work, or require some experience and history of successful work."

Hugh G. Parker, Jr., AIA is a partner in the firm of Wells and Parker, in Monroe. He is a graduate of LSU with a B.S. degree in Architectural Engineering. Previous employment has been with a large construction firm, with J. Roy Haase, Architect and with the firm of Turpin & Wells, Architects. In 1965 he was president of the Monroe Chapter, AIA and served on the LAA Board of Governors. Hugh is a

member of the Advisory Committee for the State Board of Architectural Examiners. Currently he is serving on the Board of Deacons of the First Baptist church in Monroe. He is the holder of an award from President Johnson's and Governor McKeithen's Joint Committee for Employment of the Handicapped.

For the LAA in '69 he says, "I feel we should work harder as a professional association to make the general public aware of the professional services rendered by an Architect. Many people are unaware that architects do anything other than draw house plans. More architects should participate in community projects and serve when called upon."

"Also, I feel the LAA legislative program needs immediate and strong action. We have many good laws that are on the books but are not enforced. Infringers on the profession flourish. This is detrimental to the profession. The architectural profession has possibly the greatest opportunity of any other in leading this country to a more beautiful environment and a better place in which to live, work and play."

Ernest E. Verges, AIA is the principal in his own firm in New Orleans and is a graduate of L.S.U. with a B.S. degree in architectural engineering. He is currently a vice president of the LAA

and has served a previous two year term on the Board of Governors as a delegate for the New Orleans chapter, AIA. He has completed a training course at the U. S. Air Force Institute of Technology and is currently a Major in the La. Air National Guard. His long list of civic and community activities include: past treasurer and currently vice president of the Kiwanis Club of Mid City; Past president of the Gulf District Lutheran Laymen's League; membership in the Chamber of Commerce; the Construction Industry Assn.; the International House; Young Mens Business Club; currently president of the Jefferson Parish Chapter, LSU Alumni Assn.; LSU "L" Club; the board of the Bethlehem Lutheran Children's Home; and the Mid City Carnival Organization.

For the LAA in '69 he says, "It is my personal opinion that the LAA should address itself primarily to implementing the proposed fee schedule change and continue with a strong legislative program. As we have found in the past it is only through collective action of the various members of the LAA that we have secured any degree of success."

"We must continue to pursue and find a way to sufficiently change or modify the architects and engineers licensing law which would eliminate or substantially diminish the number of engineers designing buildings within the state."





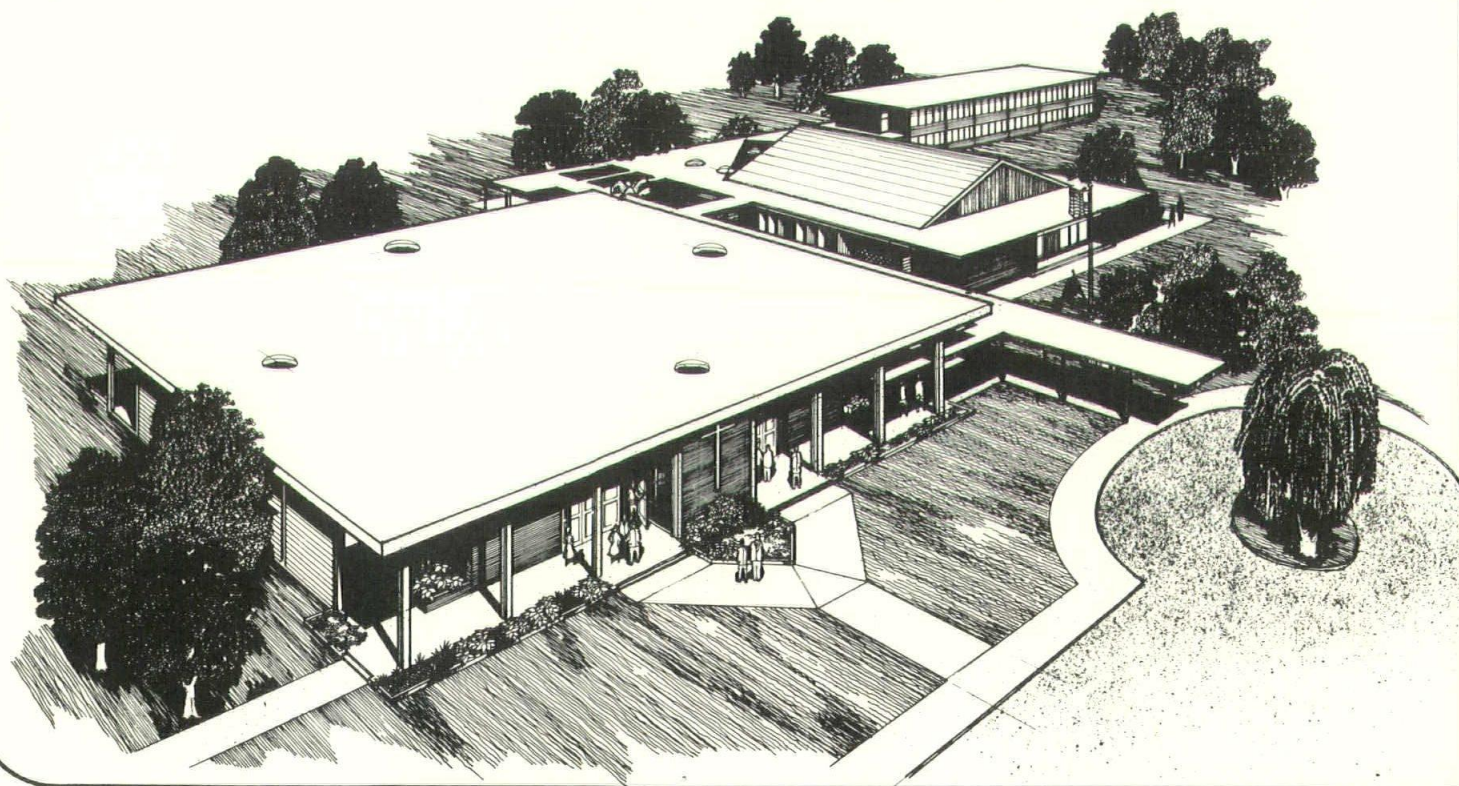
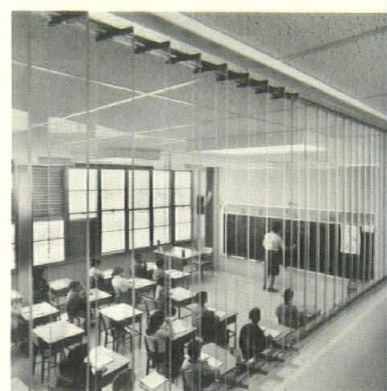
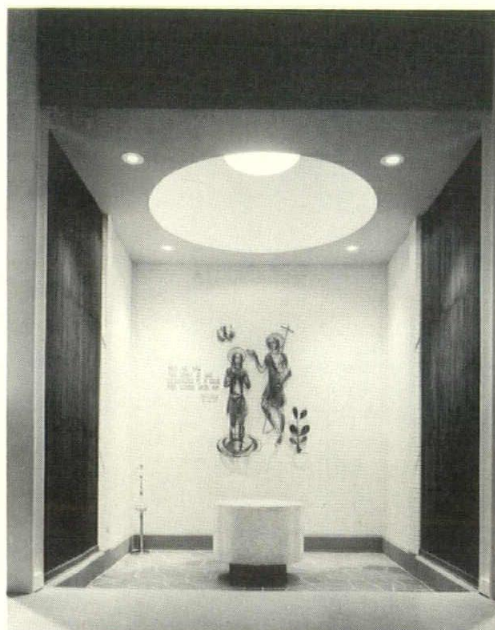
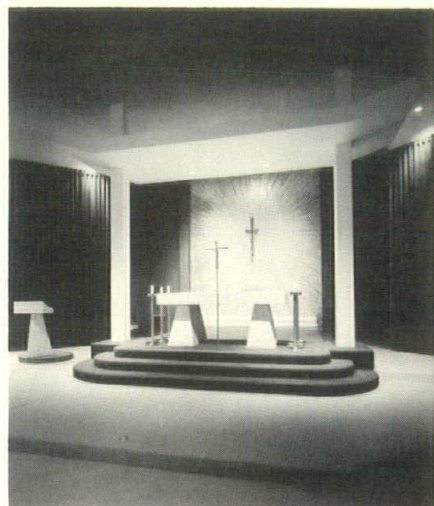
Famous Designer

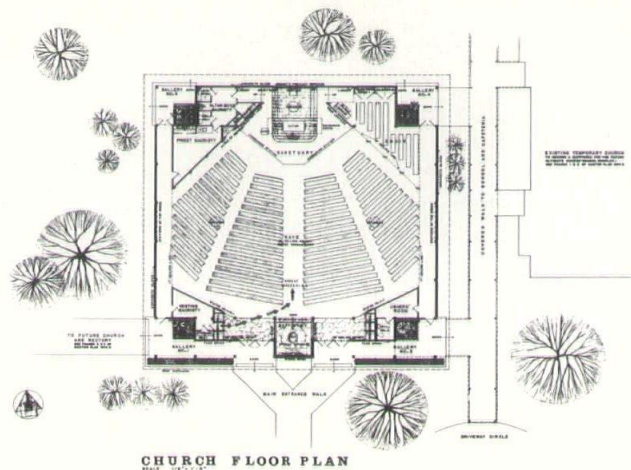
Part of the rich legacy in architecture in New Orleans' Vieux Carré is this building on Royal Street. It was originally built for the Bank of Louisiana by America's "first professional architect," Benjamin Henry Latrobe. Latrobe, who was an excellent engineer as well, was perhaps America's most important architect in the early part of the 19th Century. As Thomas Jefferson's Surveyor of Public Buildings, he built important buildings for the young Republic, including the south wing of the U. S. Capitol. He was the originator of the Greek Revival style in America—advisor and friend to Thomas Jefferson. He came to America from England and brought to his adopted country a highly professional, rational, and creative approach which inspired generations to follow. Latrobe designed in New Orleans the waterworks and this one building before his untimely death in New Orleans in 1820 as a result of yellow fever.

This building is of interest inside where the brick vaulted spaces designed as banking rooms are still visible. The top floor dormers, and spheres above the parapet were added by others—and were not a part of Latrobe's original design.

JOHN DESMOND, FAIA

WHEN IS A CHURCH NOT A CHURCH?
ST. EDWARD THE CONFESSOR PARISH





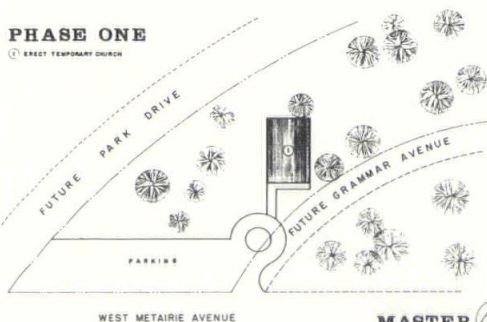
When is a church not a church? Parishioners of St. Edward the Confessor Parish in Metairie, adjoining New Orleans, might well ask this of their present church. For their church, considered one of the most liturgically up-to-date in the Archdiocese and fulfilling all of the functions of contemporary religious services, is in reality designed to be a future gymnasium! A further development of the sequential growth plan conceived by Blitch for other Roman Catholic parishes in New Orleans, the St. Edward Master Plan has been carried through its first phase, a temporary church now converted into a cafeteria-auditorium, and into its second phase, a 12-classroom elementary school, an administration building, and the present "church," which will be converted into a gymnasium when the third phase permanent church and rectory are erected. The banana-shaped site, with vehicular access at one narrow end only, proved particularly challenging in the creation of a logical master plan that would make sense at each stage of its growth.

Truly a joint venture between the architect and the pastor, Father Alvin O'Reilly, the church is designed for its future conversion to a gymnasium-auditorium by removal of salvageable furnishings and non-structural partitions. In the ten-year interim preceding this conversion, concealment of the duality of its nature is achieved through incorporation of the supporting structural columns into ecclesiastical elements such as the altar canopy and the baptismal screen, and by angling the temporary sacristy and choir screens, thus transfiguring the 75' 104' basketball court proportions of the interior into a pie-shaped nave. Future gymnasium plumbing is concealed under the removable altar platform. The pre-cast stone altar and baptismal font were designed by the architect and executed by parishioners. All buildings were designed to be completely sheltered from the elements, with no unprotected glass and successfully bore the brunt of Hurricane Betsy in 1965 without damage.

Basic construction of the new facilities included treated timber piling foundations, reinforced concrete slabs, fire-proofed structural steel superstructure, insulated metal roof decking, built-up roof, brick veneer exterior over painted concrete masonry interior, fire-rated suspended acoustical ceilings, operable aluminum jalousie exterior windows over conventional double hung sash, aluminum doors and frames, and complete year-round air conditioning. Floors of the church are random Vermont slate and wool carpet, with vinyl-asbestos tile in the school and administration building, and ceramic tile floors and wainscots in all sanitary areas. Lighting of all areas is fluorescent except in the church where, in anticipation of the hazards of its future gymnasium use, all lighting is fully recessed incandescent.

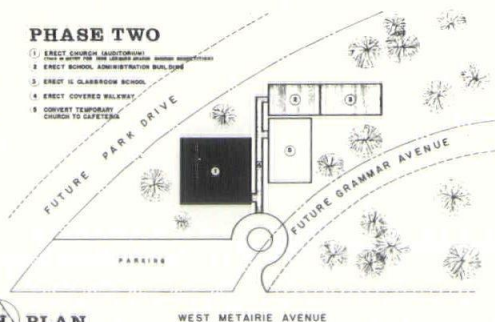
PHASE ONE

- ① ERECT TEMPORARY CHURCH



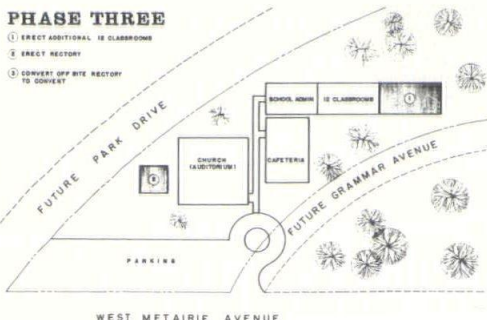
PHASE TWO

- ① ERECT CHURCH (AUDITORIUM)
- ② ERECT SCHOOL ADMINISTRATION BUILDING
- ③ ERECT 12 CLASSROOM SCHOOL
- ④ ERECT COVERED WALKWAY
- ⑤ CONVERT TEMPORARY CHURCH TO CAFETERIA



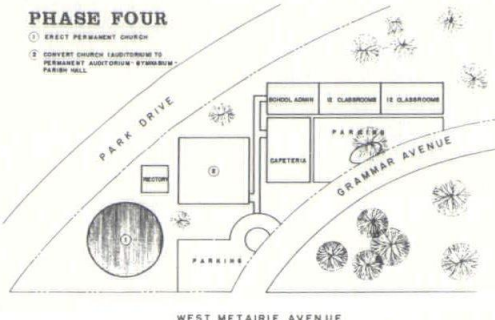
PHASE THREE

- ① ERECT ADDITIONAL 12 CLASSROOMS
- ② ERECT RECTORY
- ③ CONVERT OFF SITE RECTORY TO CONVENT



PHASE FOUR

- ① ERECT PERMANENT CHURCH
- ② CONVERT CHURCH (AUDITORIUM) TO PERMANENT AUDITORIUM - GYMNASIUM
- ③ PARKING HALL



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CONSTRUCTION-CLIMAX OR NIGHTMARE?

Construction can be—and sometimes actually is—the happy climax to the entire lengthy process of creating a building. Construction also can be a nightmare of disappointment and discord, negating all the work that has gone before.

Whether construction is a climax or a nightmare will be determined, in part, by the client's earlier decisions and the architect's earlier labors: the care taken in the selection of the architect himself, of the consultants and of the contractors; the realism of the design; and the precision with which the design has been reduced to plans and specifications.

And it will also be determined by the client's actions during the construction period ahead. The start of construction means changes in the relationship between client and architect, and it also means establishing new relationships—with contractors and building tradesmen. The client must know when to spend and when to save, when to authorize changes and when to stand pat and, above all, when to take a hand in the building process and when to retreat behind the terms of the construction contract.

Experience is by far the best teacher in all these things. The only advice to be offered the first-time client, as construction begins, is 1) to keep his eyes wide open, and 2) to go by the book, insofar as possible. The trouble is that even the book is unclear on certain significant matters.

The Architect Administers, the Contractor Supervises

The basic ground rules for the construction process can be found in the previously cited Handbook, and in the so-called general conditions (Document A201) of AIA's Standard Form of Agreement Between the Owner and Contractor. Together, they form the closest thing to a common law for the building industry, codifying both tradition and practice.

One of the significant matters is what the architect himself does while construction is underway. They are quite specific about a number of his functions, spelling out what he is to do about change orders, shop drawings, certificates of payment and other essentials. But the most crucial task of all, is seeing that the building is built exactly as it was designed.

The concept of the architect as the client's independent agent, protecting the client's interests during the build-

ing process, is one of the profession's best counter arguments to the sales pitches of the package design and construction services.

The term "construction superintendence" is donated to the contractor; it is he, says the Handbook, who is responsible "for delivering to the owner a project in full conformance with the contract documents." And it is the contractor who also has the duty of "management of the construction process."

Managing construction is much like managing any enterprise involving the production of goods. It entails such everyday managerial functions as the purchase and assembly of materials and components, the handling of personnel and the coordination of a complex process according to a stated schedule of delivery. Not surprisingly, contractors have turned more and more to the methods of business and industry for management tools, from bar charts to the computerized critical path method of keeping the job going.

The architect's relationship to the contractor is something like that of a member of the board of directors to the chief operating executive. The revised Handbook calls it "construction contract administration," a term which covers a multitude of functions.

The architect, to begin with, is the prime interpreter of the working drawings and specifications, establishing and maintaining the standards which the work must meet. He is the judge of whether these documents and standards are being followed, checking shop drawings of building components, approving samples of materials and equipment, and authorizing any necessary changes in the work. And he is the one who certifies progress payments to the contractor as the work proceeds.

He does these things by making "periodic" visits to the site. The meaning of "periodic" has to be worked out jointly by the client and architect on the basis of the particular situation at hand. Under a normal fee arrangement, on a normal size building and with a normal lump-sum contract, it does not mean that the architect will camp at the job full time. Instead, he, his representative (often the same staff member who has seen the building through drawings and specifications), or one of his consultants will try to be there at all crucial stages of the work.

There are many cases, however, in which full-time "administration" is in-

deed a necessity. If the project is large and complex, one or several full-time project representatives may be required. If it is awarded on a cost-plus basis, there must be continual auditing of man-hours expended and materials purchased. The client has the option of paying the architect extra for these extra services or hiring his own project representative to keep any eye on things. The use of a project representative—formerly poetically called the clerk of the works—can pay off handsomely, but he must be chosen with care and should, in all cases, report to the architect. Otherwise, the client is only adding another strand to the already complicated web created by the various lines of authority over the job.

Lines of Authority, from the Client To the Workmen

These lines of authority, somewhat paralleling the responsibilities outlined here, are spelled out in the General Conditions of the Contract, which place the client in the catbird seat. His responsibilities are few, although rather important—he provides the site and pays the bills—and his authority is ultimate.

The tricky part of the client's job is the delegation of this authority to the architect and contractor. It is the client's money and the client's building, but he must rely almost entirely on his chosen agent (architect) and project manager (contractor) to see the job through. If he takes a personal hand in things, moreover, he can lose some of the construction contract's safeguards and guarantees—he, not the architect or contractor, can become responsible for defects in any part of the work he has directed. The client, however, still has an ace in the hold: he can fire the architect any time, and he can dismiss the contractor for a variety of reasons, including tardiness or incompetence.

The authority wielded by the architect (or those reporting to him) is the delegated authority of the client. He can order the contractor to speed things up, to return substandard materials or building components, even to tear whole sections of the building out and start over, all in the client's name.

He is far from autonomous, however. He has a voice in the general procedures and even equipment which the contractor proposes to use on the project, but within these limits it is up to the contractor to manage things the way he thinks best. If the architect interferes unduly, he can unwittingly

take on some of the contractor's legal responsibilities. And the client can, at any time, pull the rug of authority out from under the architect's feet. Some contractors (and even suppliers) are highly skilled at circumventing the architect and establishing a direct relationship with the client. Once this happens—and if the contractor turns out to be unscrupulous—the client is at his mercy, with no one to blame but himself.

The contractor has authority over the subcontractors (except when a segregated or separate contract is used) and over the workmen (within the sometimes narrow provisions of their union agreements). Otherwise, as one author of a contracting textbook has put it, he has "few rights and many obligations." He is responsible for completing the project on time, within the contract price, and, as previously noted, in accordance with the plans and specifications. Even if these documents are incomplete, or are incorrectly interpreted by the architect, the contractor can be stuck if something should go wrong unless he registers a protest in writing during construction. He also has prime responsibility for safety on the job. If he has submitted a lump-sum bid, he must exercise these obligations come hell or high water. Small wonder that the cost-plus system is gaining in popularity among the contracting profession.

Sore Spots: Craftsmanship, Changes and the Calendar

Were it not for the fact that client, architect and contractor normally share a desire to see the job done well, very few buildings would ever reach completion. For there comes a time on every job when problems arise that could pit one against the other, and then "the book" is of very little help. One area in which such problems frequently come up is quality of workmanship. The specifications are supposed to set the standards to be enforced on the job, but the specifications can only go so far—they would be endless if taken to the last fine point. Also, there are some standards that neither words nor drawings can convey with precision. Specification of a certain texture in an exposed concrete wall, for example, may bring quite a different picture to the minds of the workmen than was in the mind of the architect.

Another sore spot can be the matter of changes and extra work. The source may be the drawings and specifications

themselves; the building process is bound to reveal gaps in even the most tightly drawn set of plans. Or it may be the architect, who finds that a detail that looked so masterful on paper looks crude and clumsy in place. Or it may be the client, who suddenly blurts out a long-suppressed feeling that he has always hated one kind of paneling and would like another type instead.

A third creator of crisis can be the calendar. The job is going swimmingly, and then comes a strike, a shortage of materials, a long spell of rain or a virus that runs rampant through the building trades. The client has made all sorts of plans—and established his budget—on the basis of a schedule which (he thought) allowed plenty of time for contingencies. The contractor has agreed to meet the schedule. But now the entire project has bogged down, and there is no telling when it will get going again.

Enter the human factor. The architect, when he finds sloppy workmanship, can rant against the decline of the building crafts, demand that the whole thing be done over. The contractor, when he finds holes in the drawings or is asked to make a minor change, can tell the client that he expects to be paid for every extra minute his men spend on the job and pointedly ask why the client didn't get a more realistic architect. The client, when he finds the job falling behind schedule, can squeeze the last penny in penalties out of the contractor, even if it drives the contractor close to bankruptcy.

The result of such behavior—in each instance perfectly justified by the terms of the contract—is to make big problems out of little ones and, quite possibly, to bring the whole project to a temporary halt. Fortunately, very few architects and contractors act that way, and the wise client emulates the restraint of the majority. His most effective safeguard is not a bond or the authority to withhold payment or any such device; it is the desire of most building professionals to do good work and to maintain reputations it has taken years to build.

Once in a while, however, a major crisis is allowed to develop, and then it is time for arbitration. When the dispute is between client and contractor, it is the architect who is the arbitrator. This is the major difference between the architect-client relationship at this and at earlier stages. The architect is still the client's agent, but when

the client and contractor disagree, the architect is expected to render an impartial, professional judgment.

Should the disagreement be a serious one, or should the architect himself be involved, it is common practice to resort to a more formal sort of arbitration. AIA follows the Construction Industry Arbitration Rules of the American Arbitration Association. Normally, a three-man board is appointed, whose members are familiar with construction practices, and this board decides the dispute after a full hearing of both sides. The most significant advantage of arbitration is that work can proceed pending the decision. Further information can be obtained from the American Arbitration Association, 140 W. 51st St., New York, N. Y. 10020.

What to Do Before Sending For the Moving Van

At some point during the latter stages of construction, the client is likely to wonder if the process will ever end. Then he gets a call from the contractor: his men should be through in about ten days; the client can begin to make his moving plans.

Thus begins the ritual of closing out the project. The architect makes one last inspection, more searching than any that has gone before. If he finds deficiencies, they must be corrected; if not, he recommends to the owner that the contractor be paid in full and the building accepted. Sometimes, when the owner is in a hurry to move in, he accepts the building as "substantially completed," meaning that it is ready for use even though some work may remain to be done.

The amount owing the contractor on acceptance is the last of the progress payments plus the so-called "retained percentage."

Before the contractor gets his money, he is asked for a release absolving the owner from liens or claims from subcontractors, suppliers or others. If any liens or claims are outstanding when the building is accepted by the owner, they are deducted from the contractor's final payment. The owner also receives a warranty from the contractor for a set period of time, usually a year, after acceptance. The client, as careful readers will note, has just become the owner. The building is now, for the first time, entirely his. Next time he becomes a client again he will be a wiser one, but next time may bring a new set of problems. For building is never easy, but neither is it ever dull.

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6:00 Night on the Town

Friday, October 11

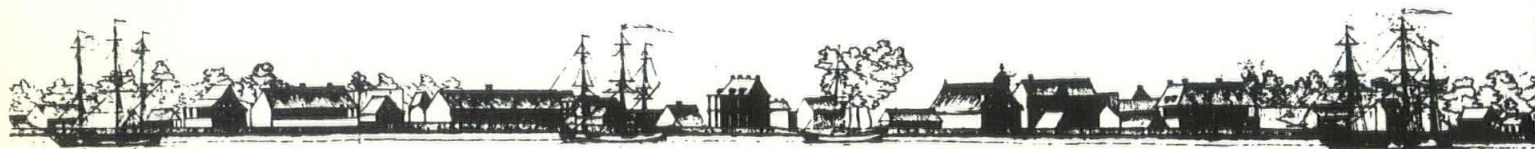
8:30-10:30 Convention Registration
9:00-11:00 LAA Annual Meeting and Election
10:15 - Noon Ladies Bus Tour of Garden District
11:00 Products Exhibition Begins
12:00- 1:30 Exhibit Luncheon, Po Boys and Beer
Ladies Luncheon—Commanders Palace
1:30- 5:00 Products Exhibition
5:00- 6:00 Exhibit Cocktails and Entertainment
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Rex W. Allen, AIA
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Archibald C. Rogers, AIA
6:30- 7:30 President's Champagne Reception
7:30- 9:30 Honor Awards Banquet
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9:30- 2:00 p.m. Dance

Sunday, October 13

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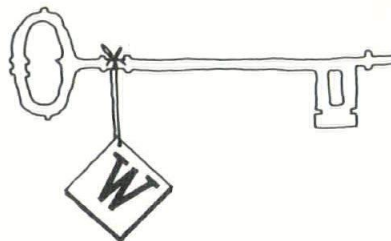
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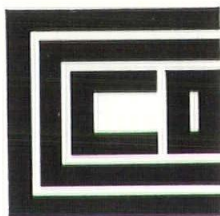
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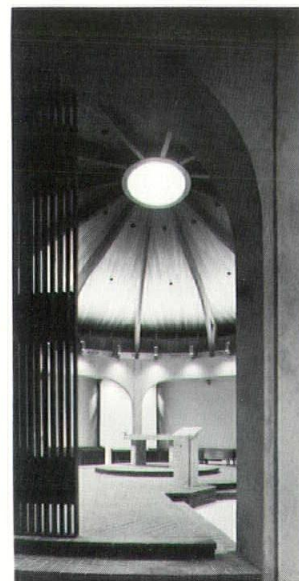


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