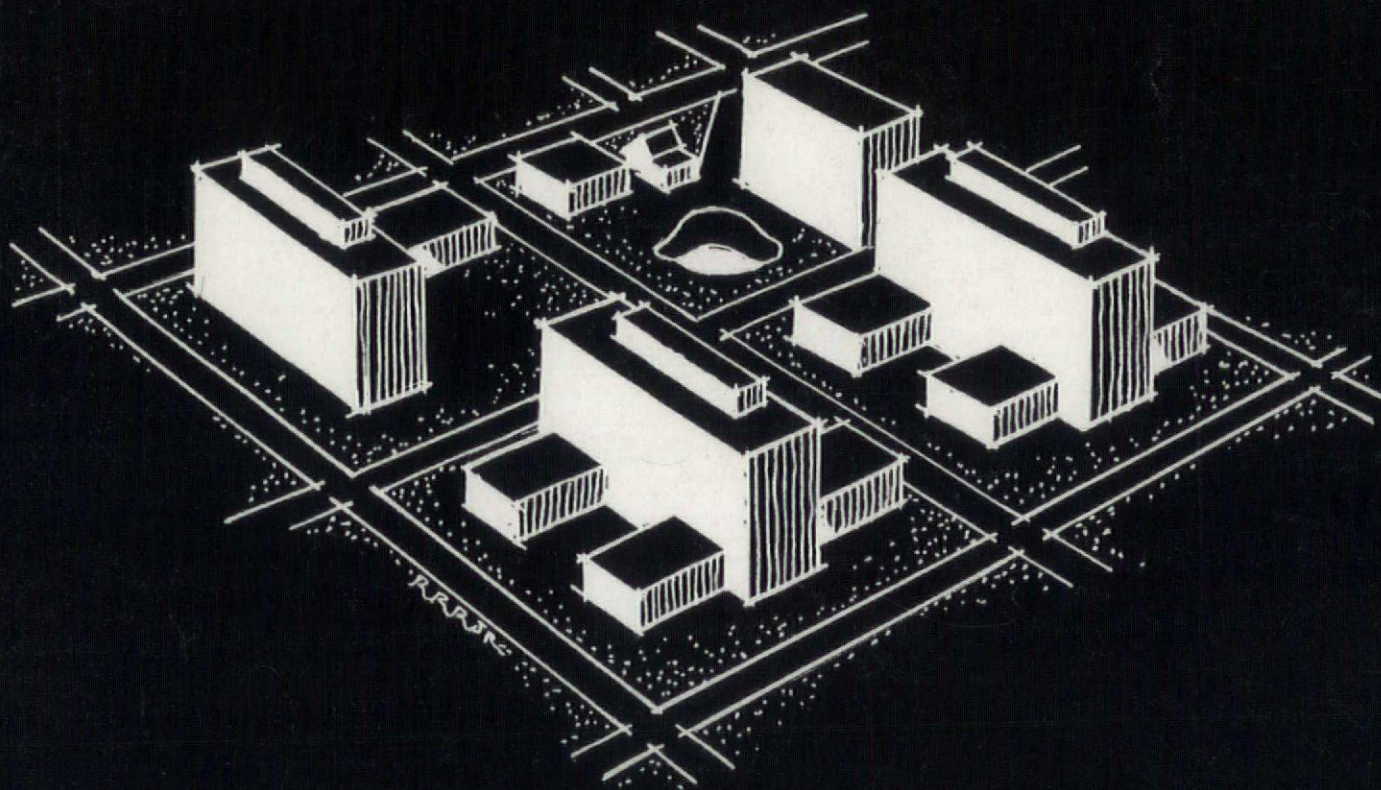


# FOR THE STATE IN COLUMBUS



## OHIO ARCHITECT

OFFICIAL PUBLICATION OF THE ARCHITECTS SOCIETY OF OHIO  
OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC.

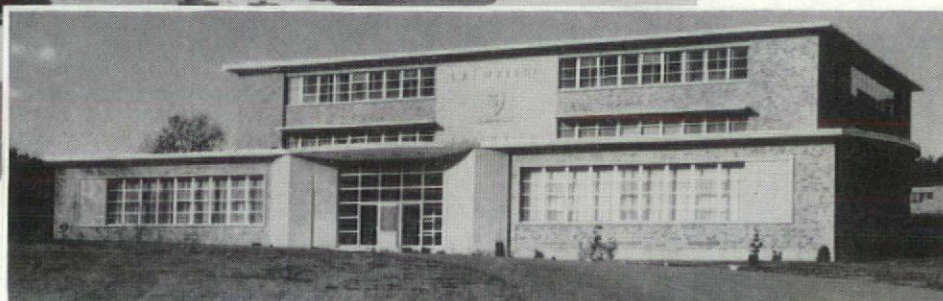
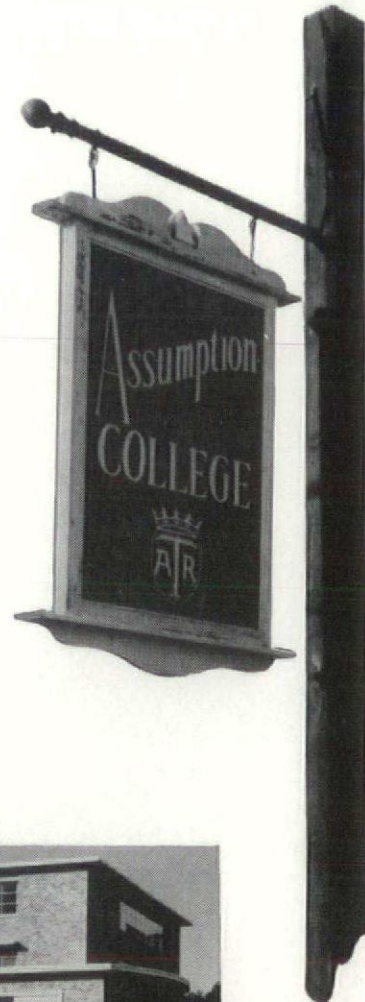
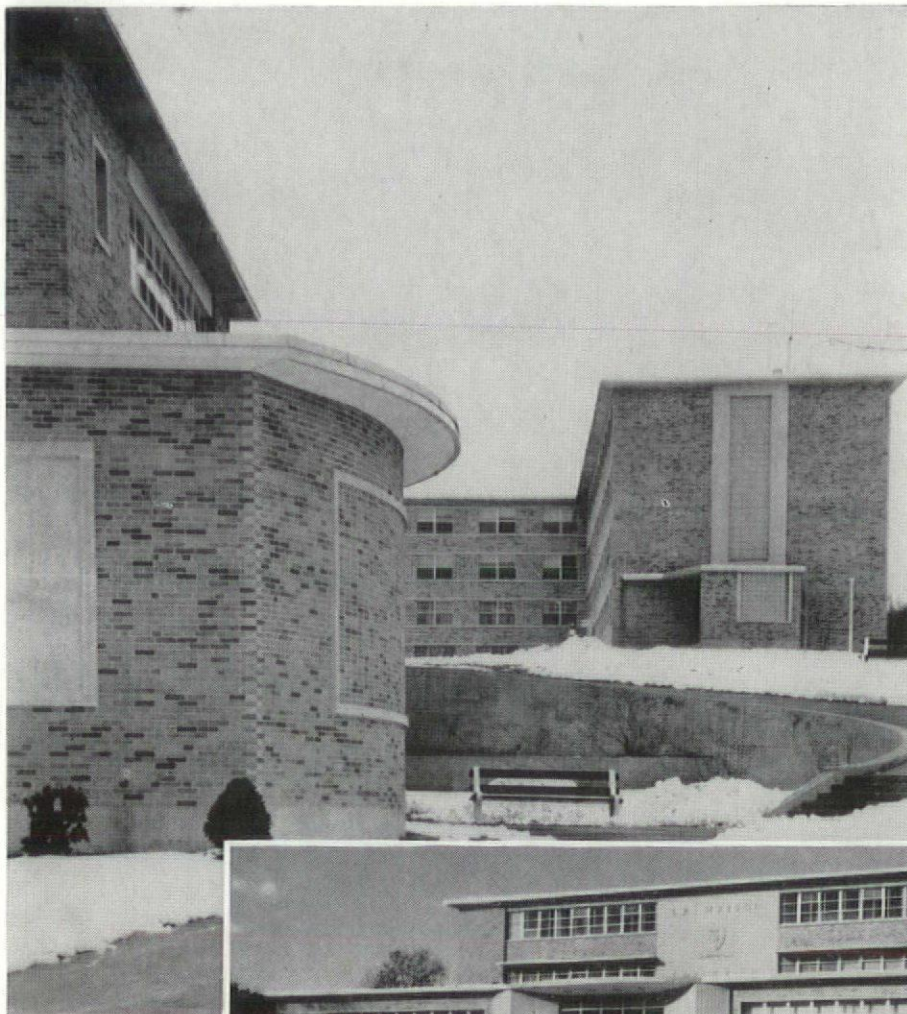
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Architects O. E. Nault & Sons specified more than 370,000 Belden Santa Barbara Blend Gray End Cut Matts for the Alumni Hall, Administration and Dormitory (pictured upper left); La Maison Francaise Library (center); as well as in the Kennedy Memorial Science Hall, the Dining Hall Building and the Bishop Wright Residence Hall.

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JULY, 1961

# OHIO ARCHITECT

OFFICIAL PUBLICATION OF THE ARCHITECTS SOCIETY OF OHIO  
 OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC

JULY, 1961

Volume XIX

Number 7

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### COVER AND FEATURE MATERIAL

*The cover and feature material for this month were under the direction of Robert R. Reeves, Jr., AIA, Associate Editor of the Columbus Chapter of the American Institute of Architects.*

*The cover sketch, by Mr. Reeves, is of the State Office Building Complex in Columbus, Ohio.*



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# New Pattern for the State in Columbus

—*Architect Robert R. Reeves, Jr., AIA*

ON THE OPPOSITE PAGE is a rendering of the new proposed State Office Bldg. Complex in Columbus. This major step for the State of Ohio to advance into the new urban plans of this city was started several years ago. Principals directly involved in the planning of the project are: Theodore J. Kauer, Director of Public Works, Carl E. Bentz, Consulting State Architect, and the team of architectural firms, Bellman, Gillett and Richards—Toledo—Tully and Hobbs—Columbus—and Potter, Tyler, Martin and Roth—Cincinnati.

To this date, a tremendous amount of work has been accomplished by civic groups, planners, legislative commissions, the State Office Bldg. Commission, and the architects. As may well be expected in the primary stage, careful analysis of possible sites and of space needs has brought the project to the point portrayed in the sketch. The rendering does not represent the ultimate and final design, but it does, in a general way, give one some conception of what is being considered. Due to several factors, the disposition of several of these buildings in the group are being altered, but information to the extent of this change is not fully available at this time.

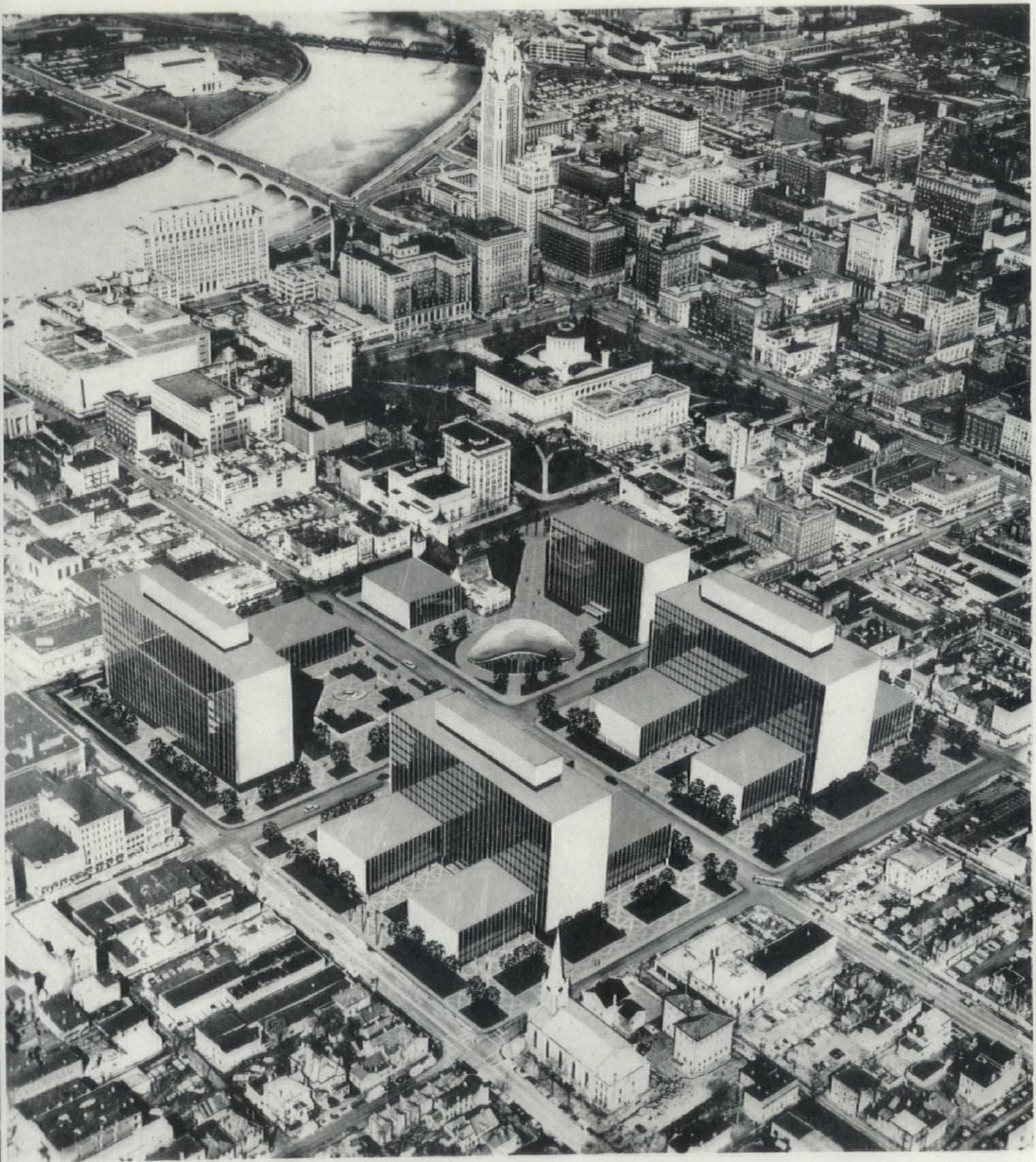
In 1933, when the present State Office Bldg. was completed, it was, without a doubt, considered a most handsome and adequate facility for housing the majority of all of the State's many departments. In the minds of Ohio's citizens, at last *this was it!* The State would be amply taken

care of for the next 50 years!

Since that time, our future was accelerated far faster than we ever had reason to foresee. A major war, a period of readjustment, war in Korea, a fast expanding industrialization, and a population increase to a degree that has baffled our best prophets—all combined to make a profound effective on our daily lives and that of our country. As the Building Industry began to soar in all phases—commercial, residential, religious, educational, hospitals—it is no assumption to say that the needs in government work, both federal, state, and municipal, grew with this expanding economy. Specifically, the State of Ohio's needs did not remain dormant, and like the rest of our economy, growth kept expanding.

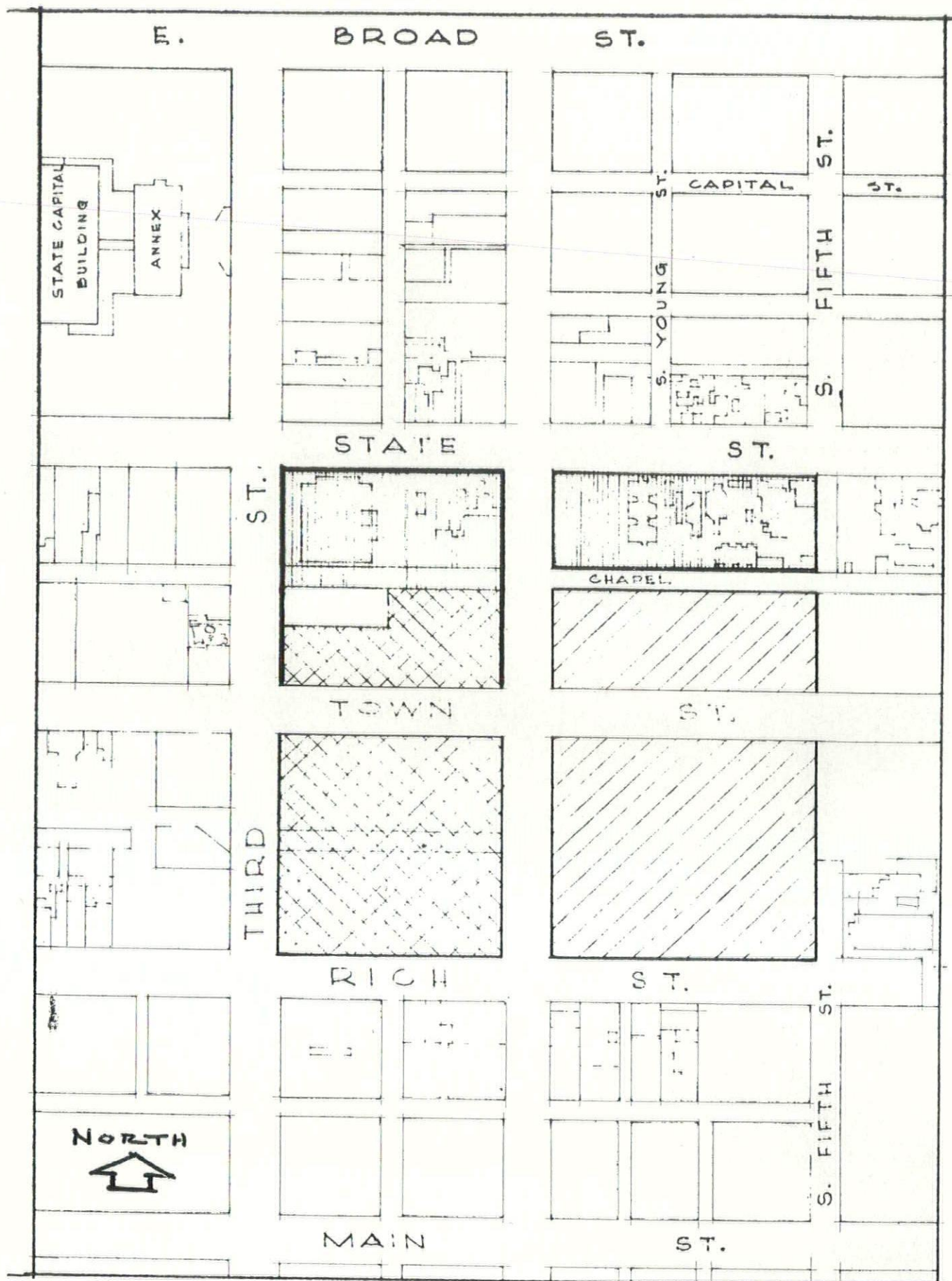
It was long ago apparent that our once-spacious State Office Bldg. had reached its limits and was most inadequate to meet the needs of our growing State government. To meet these increasing needs, the State now occupies 1,178,603 sq. ft. of office space, of which 766,000 sq. ft. is in present State-owned buildings. The State, at present, holds 72 leases in the City of Columbus totalling \$1,298,545 per year for 412,603 sq. ft. of net office space and 383,028 sq. ft. of storage space. Present immediate office space needs are 1,556,000 sq. ft., and estimates for the next 20 years amount to 2,210,000 sq. ft. In addition to this, leased storage space totals 383,000 sq. ft., with estimated needs of 500,000 sq. ft.





**THE SITE (THE MARKET-MOHAWK AREA):** The cross-hatched area lying south of Chapel St. and excluding the church, and running from 3rd to 4th Sts. and from Chapel to Rich, contains approximately five acres of land. The parcel lying immediately to the east running from Chapel to Rich and from 4th to 5th Sts. contains approximately the same amount of land. The area lying north of Chapel St. fronting on State and between 3rd and 5th Sts. will result in an ultimate acquisition of approximately 16 acres. It is not contemplated at any time to acquire the church property fronting on 3rd St. just south of Chapel St.





PROPOSED NEW STATE OFFICE BLDG. COMPLEX — MARKET-MOHAWK SITE, COLUMBUS, OHIO

UPPER LEFT: Phase I — Bldg. #1

UPPER RIGHT: Phase III — Bldg. #4 and Underground Parking

LOWER LEFT: Phase II — Bldg. #2, Health Lab. and Data Processing

CENTER: Phase III — Auditorium (Phase IV — Addition to Data Processing). Addition to Health Lab., Wings on Bldg. #2 and Bldg. #3.

LOWER RIGHT: Phase III — Bldg. #3



With the various State departments scattered in so many locations, the efficiency of these agencies has been seriously hampered. A review of necessary requirements indicated that one building would not solve the problem—a related group or complex of buildings would be the most effective solution.

The selection of a proper and fitting site for this project has been quite an involved process. At least 13 different locations have been considered, carefully analyzed, and studied before final approval was made on the area known as the "Market-Mohawk Site." Certain basic criteria were set forth:

1. Location shall be convenient for the citizens of Ohio.
2. Proximity to the Capitol Bldg. and the Ohio Departments Bldg.
3. Convenience for State employees.
4. Availability of Public Transportation.
5. Parking considerations (530 cars minimum)
6. Existing streets and traffic loads. Expressways and access to and from various parts of the city.
7. Possibility of expansion.
8. Relationship to the Civic Center and/or the central business district.
9. Adequacy of utilities.
10. Cost and availability of the site.
11. Possibility of inundation.
12. Size. (minimum of 10 acres required)

It should be understood that within the limits of any established city, an ideal location would be practically impossible to find. In spite of some opposition from the proponents for a location in the Civic Center, the "Market-Mohawk" site was selected because, considering all the properties studied, it best fulfilled the criteria set forth.

Because the basic space needs involved a complex of buildings, it was expedient to stage the building program in four phases over a period of about 20 years. The immediate needs in office space (1,556,000 sq. ft.) would be accommodated by using the following buildings located in Columbus:

Ohio Depts. Bldg.	260,000 sq. ft.
Wyandotte Bldg.	21,000 " "
Old Blind School	81,000 " "
Old Deaf School	130,000 " "
Turnpike Bldg.	12,000 " "
Dublin Rd. Hangar	27,000 " "
Capitol Bldg.	100,000 " "

631,000 sq. ft.

#### NEW CONSTRUCTION:

	Net Office Space
Bldg. #1—15 stories (2 basements) 100' x 300'	300,000 sq. ft.
B.U.C. Bldg.—12 stories (2 basements) 100' x 170'	136,000 " "
Bldg. #2—15 stories (2 basements) 100' x 350'	350,000 " "
Data Processing—5 stories (2 basements) 160' x 170'	91,000 " "
Health Lab.—5 stories (2 basements) 100' x 150'	50,000 " "

Total New Building Space 927,000 sq. ft.  
Plus Old Space Above 631,000 " "

1,558,000 sq. ft.

The future space needs in an estimated 20 years are 2,210,000 sq. ft. This would be accommodated by using

four of the existing buildings: Ohio Depts. (260,000), Old Blind School (81,000), Turnpike (12,000), and the Capitol (100,000), total 453,000 sq. ft., plus the new facilities previously constructed, 927,000 sq. ft., for a total of 1,380,000 sq. ft.

#### NEW CONSTRUCTION:

	Net Office Space
Bldg. #3—15 stories (2 basements) 100' x 350'	350,000 sq. ft.
Bldg. #4—12 stories (2 basements) 100' x 200'	160,000 " "
Add 2 stories to Data Processing Bldg.	36,000 " "
Add 6 stories to B.U.C. Bldg.	68,000 " "
Add 2 stories to Health Lab.	30,000 " "
Bldg. #2 Wings—Total 4, each 6 stories 100' x 100'	160,000 " "
Bldg. #3 Wings—Total 4, each 6 stories 100' x 100'	160,000 " "

Total New Building Space 964,000 sq. ft.  
Plus Old Space and New Facilities Previously Constructed 1,380,000 " "  
2,344,000 sq. ft.

Auditorium & Hearing Room Bldg.  
6 stories (2 basements) 100' x 200' 80,000 sq. ft.  
Underground Parking—2 floors 180' x 380' (540 cars) 136,800 " "

The estimated cost of this project in its various stages has been set up as follows:

#### PHASE I

Land	\$ 2,000,000
Bldg. #1—450,000 sq. ft.	10,000,000
Data Processing Bldg.—136,000 sq. ft.	4,000,000
B.U.C. Bldg.—204,000 sq. ft.	5,100,000
Health Laboratory—75,000 sq. ft.	1,800,000

\$22,900,000

#### PHASE II

Bldg. #2—525,000 sq. ft. 13,500,000

#### PHASE III

Land	\$ 1,500,000
Bldg. #3—525,000 sq. ft.	15,750,000
Bldg. #4—240,000 sq. ft.	7,200,000
Auditorium—120,000 sq. ft.	3,600,000
Parking—136,800 sq. ft. (540 cars)	2,160,000

30,210,000

#### PHASE IV

Addition to Data Processing—54,400 sq. ft.	\$ 1,632,000
Addition to B.U.C. Bldg.—102,000 sq. ft.	2,500,000
Addition to Health Lab.—30,000 sq. ft.	900,000
Wings on Bldg. #2—240,000 sq. ft.	7,200,000
Wings on Bldg. #3—240,000 sq. ft.	7,200,000
Parking—150,000 sq. ft. (600 cars)	3,000,000

22,432,000

TOTAL \$88,042,000

The above project outline and sketch represents a considerable and creditable addition to the Columbus skyline. The planning is soundly conceived, the buildings are well disposed on and oriented to the site—and the units themselves are of good, straight-forward and unified contemporary design. This complex would certainly meet the State's space needs and immeasurably improve the co-ordination of the many State agencies in one central area. It would most certainly integrate the State operation in its capital city.

We can look forward with pride in the hope of seeing this project develop in the very near future.





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Loyalsock Township Junior High School  
Williamsport, Pennsylvania  
Architect: John Boodon

## Ribbons of windows develop exterior character for this new school

*Architect John Boodon  
specified Andersen  
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insulation*

Extensive bands of Andersen Flexivents help Loyalsock Township Junior High School in Williamsport, Pennsylvania function as an efficient, versatile educational plant.

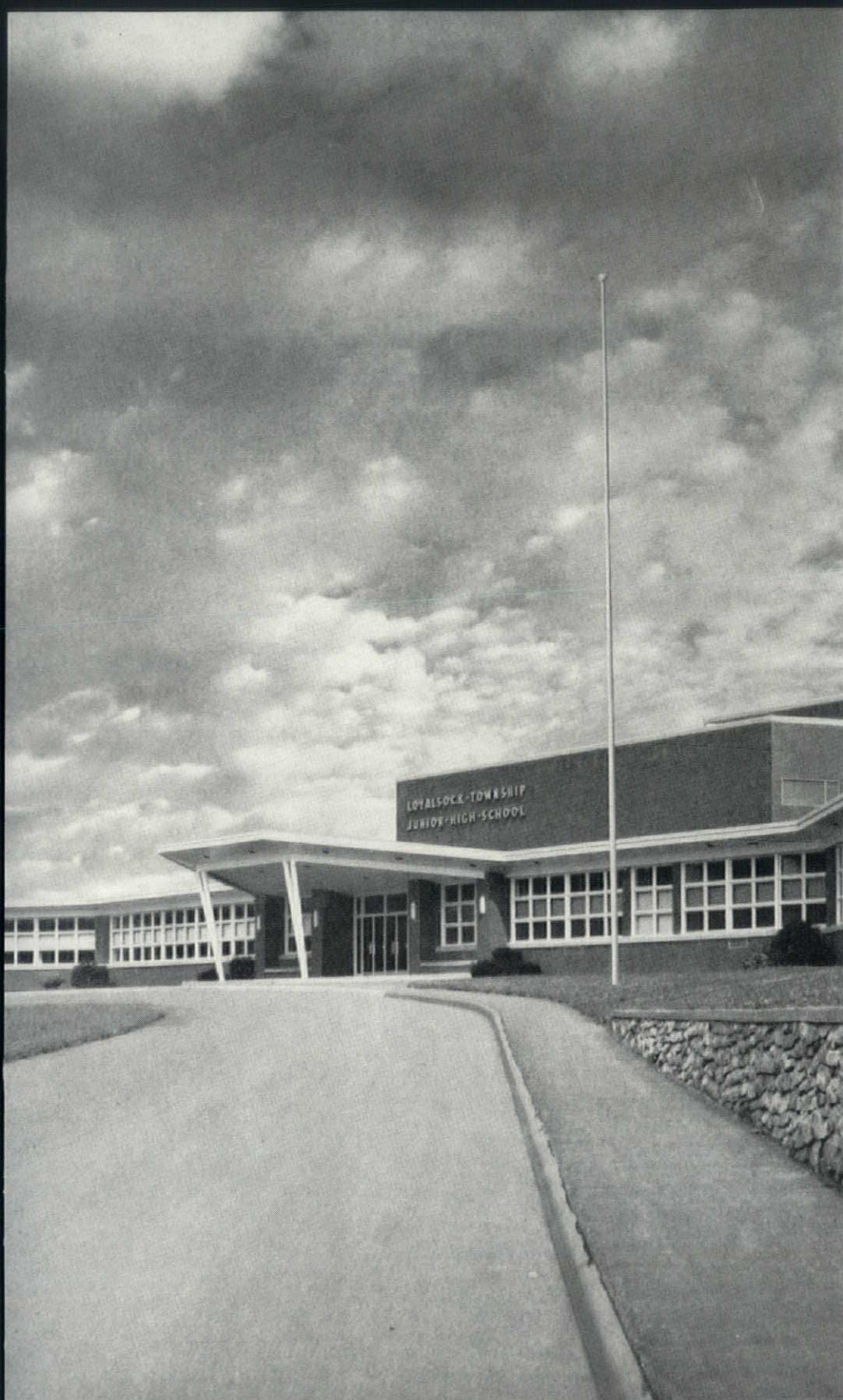
These Flexivents are stacked three high to provide all the natural illumination desired. They open to almost 90°—quickly and easily—to bring in desired ventilation, even in a rain storm.

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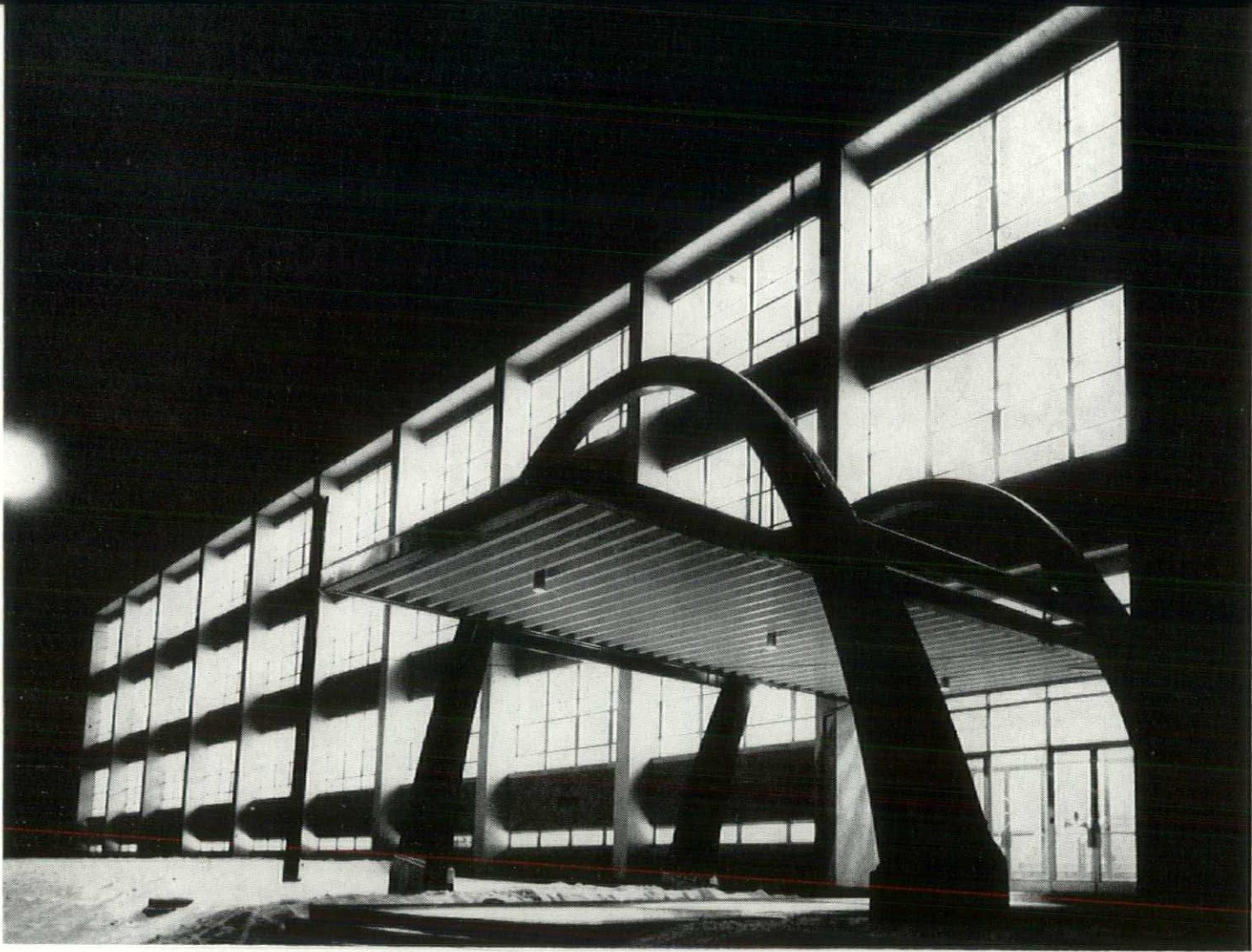
**DAYTON** Dayton Sash & Door Co., 8 Norwood Ave., BA 4-5626

**MASSILLON** Whitmer-Jackson Co., 16th St. & Harsh Ave. S.E., TE 3-8511

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# **XAVIER UNIVERSITY'S KARL J. ALTER BUILDING**

**Architect Albert V. Walters, AIA**





THE MAIN FOYER, SEEN ABOVE, LEADS TO THE KELLEY LECTURE HALL. THE TINTED, OPAQUE ART GLASS WINDOWS WHICH FLANK THE FOYER BEAR THE SEALS OF THE UNIVERSITY AND THE SOCIETY OF JESUS. THE FORMICA BENCHES HAVE THE LEGENDS OF THE SEALS INCORPORATED IN THEIR SURFACES.

Architectural design for classroom buildings is successful only when the theoretical design is materially realized in the solution of present and future education needs. Success, then, is the key word for the new Karl J. Alter classroom building at Xavier University. The building was constructed and designed to solve one common and one particular problem. The new building had to provide adequate classroom and administration space for expected enrollments up to the year 1970. And, Cincinnati's very humid summers required one building large enough and cool enough to accommodate all summer classes excepting laboratory experiments in the physical sciences.

As the largest academic structure on campus, the Alter Building can accommodate seventy-five percent of all non-science students for both day and evening classes during the entire calendar year. It also provides facilities for one, two, and three-day conferences of Xavier's Institute of Business Services.

Occupying 66,400 square feet of floor space, the building is 248 feet long by 60 feet wide. It is of concrete frame construction with concrete rib slab floors. The exterior

masonry walls are of brick and stone backed up with lightweight cement block. Two parabolic steel arches rising to a height of 20 feet support a steel canopy, 36 feet by 17 feet over the main entrance.

Exterior doors are of glass in frames of aluminum, and the main entrance doors open onto a large foyer. Two large, tinted opaque art glass windows bearing the seal of the university and the seal of the Society of Jesus in colored glass flank the foyer. A low formica bench with parabolic legs to match the exterior steel arches rests beneath each window with the legend of each window's seal incorporated in the formica surfaces.

Interior corridor partitions are structural glazed tile.

The building has four floors including a basement. It has a lecture hall seating 322 persons. Each theatre-type chair in the lecture hall is equipped with a moveable tablet arm for note-taking. Thirty-two classrooms and 32 private offices for administrative personnell, for the registrar, undergraduate, graduate, and evening departments occupy most of the building. A television laboratory for closed-circuit transmission to all classrooms by co-axial cable is provided in addition to the campus book store,



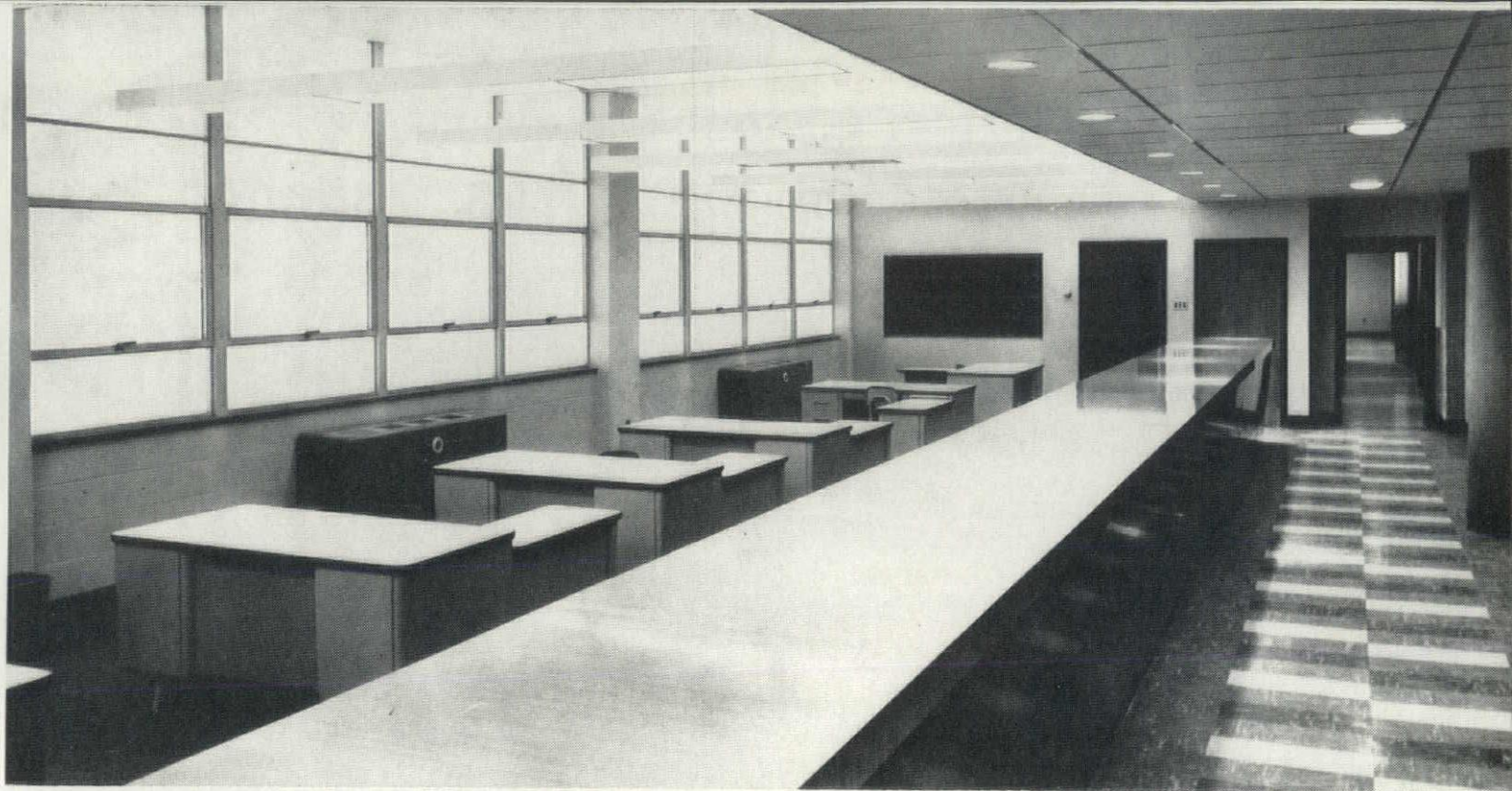


THE OFFICES OF THE GRADUATE AND EVENING DIVISIONS MATCH THE REGISTRAR'S OFFICE. ALSO INCLUDED IS A RECORDS WORKROOM WITH A STORAGE VAULT.

THE EDWARD H. KELLEY LECTURE HALL SEATS 322 WITH MOVEABLE TABLET ARMS ON EACH THEATRE-TYPE CHAIR FOR NOTE-TAKING. THE DRAW CURTAIN COVERS A CHALK BOARD AT THE BACK OF THE STAGE.







THE LONG, MODERN DESK IN THE REGISTRAR'S OFFICE FACILITATES SERVICES TO REGISTERING STUDENTS. THE RECESSED CEILING FIXTURES PROVIDE QUIET LIGHT FOR THE SINGLE CORRIDOR WHICH LEADS FROM THE REGISTRAR'S OFFICE TO THE EVENING DIVISION AND GRADUATE DIVISION OFFICES.

a faculty lounge, a student lounge, and an office employee lounge.

At the right of the main entrance is the new Psychological Services Center honoring the late Walter F. Verkamp, Cincinnati industrialist and a Xavier alumnus. It provides special facilities for the educational, personal, and vocational testing and guidance of students.

The remainder of the building includes a records office work-room and storage vault, a mechanical equipment room, and nine lavatory rooms. An oil hydraulic elevator located near an exterior loading dock can handle both passenger and service needs.

All exterior window areas are glazed with glass-enclosed aluminum sun-screen glazing units to minimize glare and heat. Such glazing greatly reduced the cost of air-conditioning in the building, and, at the same time, provided maximum natural lighting without glare.

Floors in the main traffic-flow areas are of ceramic tile and terrazzo. Classroom and office flooring is of vinyl asbestos. Soft pastels in the terrazzo, ceramic, and vinyl squares give a cool appearance to all the rooms.

Classroom and office walls are of a light cement block finish painted in a variety of pastel colors. Yellows and creams on the side walls insure good reflection of natural light, and the chalk-board walls are a deeper rose or green to ease eye strain and reduce reflection at the focal point of the room. Interior doors are of oak with ventilators. Each room is completely sound proof.

Collapsible, folding walls have been installed in the larger seminar rooms so that the rooms can be divided for

two smaller classes. These folding walls are also sound proof.

All ceilings are of white suspended acoustical tile.

Hot water heating furnished by gas fired, low-pressure boilers keeps the building comfortable in the fall and winter seasons.

Complete air-conditioning has been installed to ease the pressure of summer heat and humidity. The air-conditioning units are incorporated in the heating units on the walls farthest from the interior doors. The ventilators in the doors provide an outlet for a continuous stream of fresh air.

To insure a heat-proof structure an insulating, light concrete fill was placed over the concrete roof slab to provide pitch to roof drains. Over this fill material two inches of rigid insulating board was applied before the final application of the roofing material.

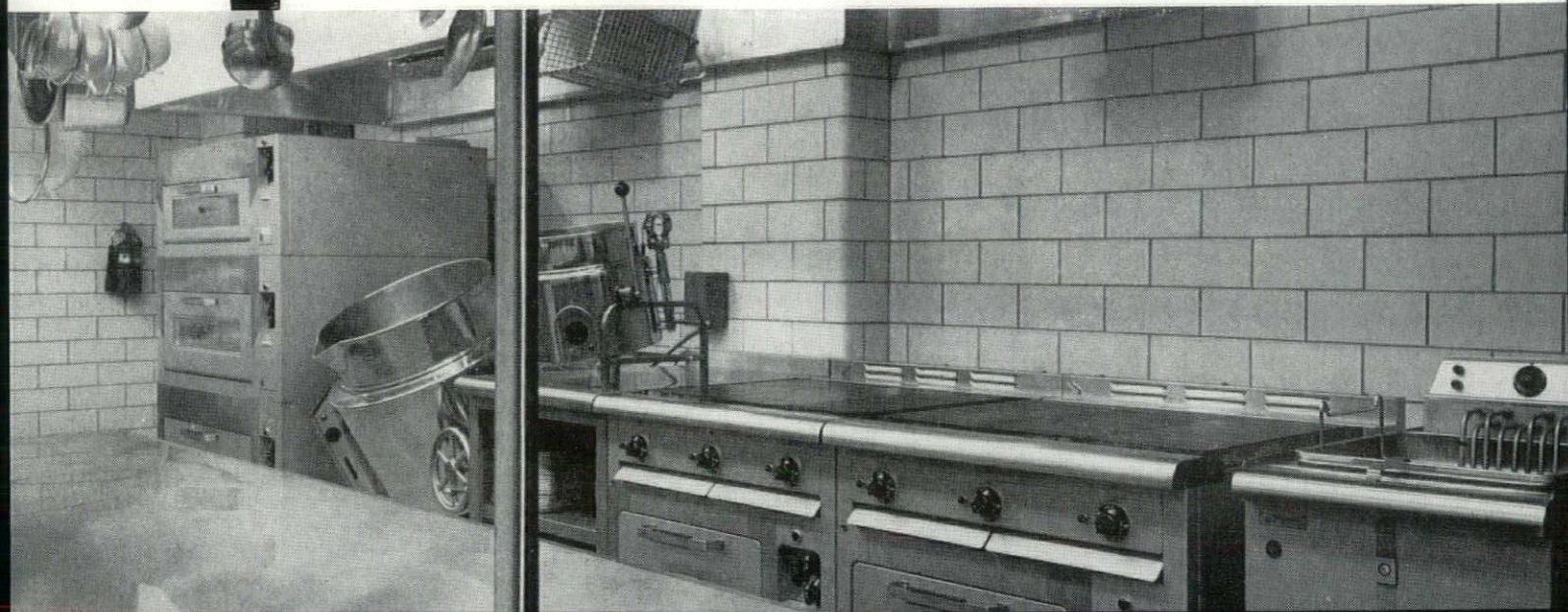
The entire building is so oriented that its large exterior window areas are exposed to the sun's rays for the shortest possible time. The gross cubage of the building for heating and air-conditioning is 885,219 cubic feet.

The general construction costs (excepting land costs and fees) was \$9.79 per square foot. Plumbing and electrical costs were \$.79 per square foot and \$1.33 per square foot respectively. The heating, ventilating, and air-conditioning costs combined was \$2.36 per square foot and the elevator service was \$.18 per square foot.

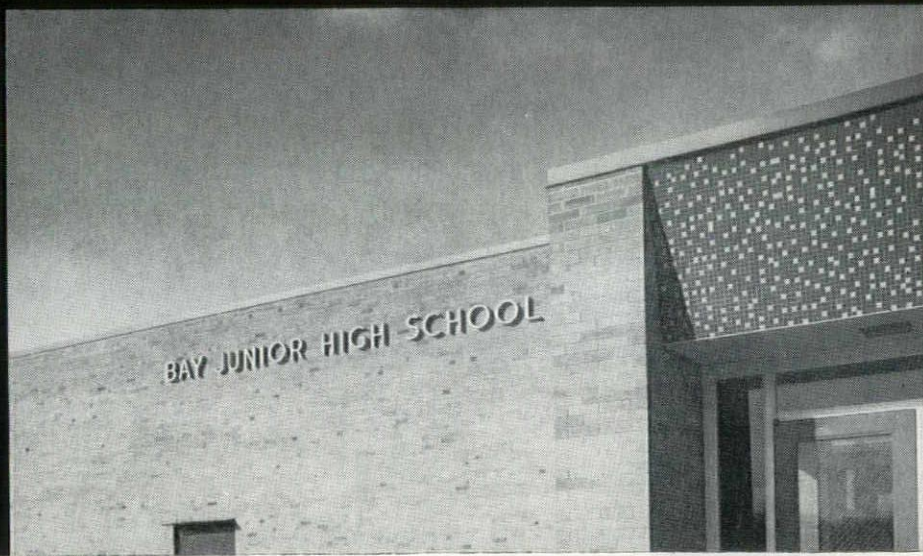
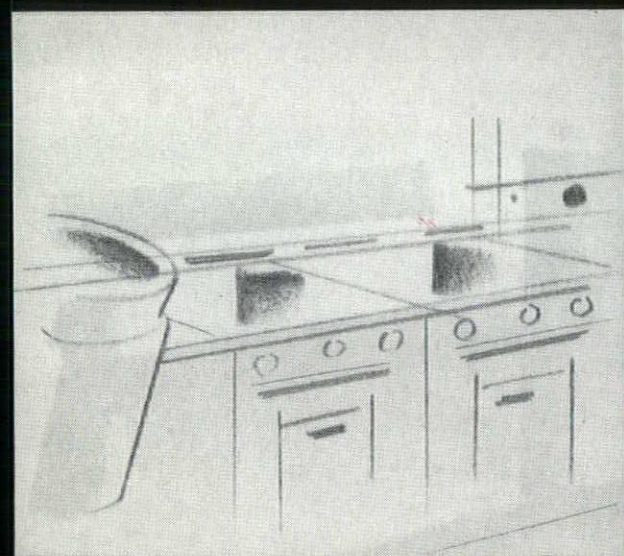
Designed by Cincinnati architect Albert V. Walters, AIA and built by the Ajax Construction Company of Cincinnati, the total cost of the building was \$1,175,000.



SETTING THE PACE FOR TOMORROW...  
ARCHITECTS SPECIFY **ELECTRIC COOKING**  
AT BAY JR. HIGH SCHOOL



Architect: Mellenbrook, Foley & Scott; Berea, Ohio



• Mellenbrook, Foley & Scott designed this Bay Village school with a sleek, modern, progressive look about it.

They carried this feeling into the kitchen as well. But progressiveness means more than looks—it means efficiency. So they specified electric food service equipment for the kitchen. And the cafeteria manager attests the soundness of their decision. She indicates that between 300 and 350

complete hot meals (plus supplemental food) are served to the students each day—in two lunch periods totaling 100 minutes, and that it takes only 150 minutes to prepare this quantity.

New things are happening in electric food service equipment. If you are in the Northeast Ohio area, contact us; we have information about this equipment you will find valuable. Or, contact your own electric utility.



---

FILED  
In Common Pleas Court  
Jefferson County, Ohio  
April 27, 1961  
Walter Kanoski  
Clerk

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State of Ohio            }  
County of Jefferson } SS

**IN THE COURT OF COMMON PLEAS**

RALPH FANNING, P. E.,	:	
d/b/a Ralph Fanning and	:	
Associates,	:	
	:	
Plaintiff,	:	Case #48,328
	:	
vs.	:	Docket 84
	:	
THE COLLEGE OF STEUBENVILLE,	:	Page 458
	:	
Defendant.	:	

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**ORAL OPINION**

(Hon. John J. Griesinger, Jr., J.)

Appearances:

On behalf of the plaintiff:  
Fred J. Milligan, Esq.

On behalf of the defendant:  
Robert J. Anglin, Esq.



Griesinger, J.: This matter is before the Court on the demurrer of the defendant to the plaintiff's amended petition. The plaintiff in his amended petition sets forth that he is an engineer; that he entered into a written contract for professional services with the defendant, the College of Steubenville. A copy of the contract was attached to the petition and made a part thereof. The professional services to be rendered by the plaintiff and the fees to be paid therefor were fully set forth in said contract.

The contract sets forth that the defendant intended to build certain college and associated buildings, including, but not necessarily limited to, the following types of facilities.

- (1) College lecture facilities.
- (2) Science facilities.
- (3) College Library facilities.
- (4) College Administration facilities.
- (5) Monastery and Chapel.
- (6) Student Activity facilities. To be located on the site now owned by the College of Steubenville, lying north of State Highway 22.

The contract was entitled "Agreement between owner and engineer." Among the professional services to be performed by the plaintiff were:

1. The Engineer's Services:

- (a) The Engineer's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings, for architectural, structural, plumbing, heating, electrical and other mechanical work;
- (b) Assistance in the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts; the general administration of the business and supervision of the work."

Plaintiff says that the defendant breached said contract and prays that under the authority of Section 2711.01 of the Revised Code of Ohio for the Court to designate and appoint an arbitrator to act under the Arbitration Agreement provided for in said contract.

The defendant, the College of Steubenville, filed a demurrer to the plaintiff's amended petition on the ground that the amended petition does not state a good cause of action. The defendant contends that the contract calls for the services of an architect; that the plaintiff is not an architect; therefore, not permitted to contract to perform such services, and that the contract is void and unenforceable. The defendant claims that he is an engineer and as such is permitted to enter into a contract to render the services of an architect as provided for under the terms of said contract.

In the chapter of the Revised Code providing for the establishment of the profession of architecture and the licensing of architects under Section 4703.18 it is provided in part as follows:

"No person shall enter upon the practice of architecture, or hold himself forth as an architect or registered

architect, unless he has complied with sections 4703.01 to 4703.19, inclusive, of the Revised Code, and is the holder of a certificate of qualification to practice architecture issued or renewed and registered under such sections."

"Section 4703.01 to 4703.19, inclusive, of the Revised Code shall not prevent persons other than architects from filing application for building permits or obtaining such permits, providing the drawings for such buildings are signed by the authors with their true appellation as engineer, contractor, carpenter, or other appellation, but without the use of any form of the title architect, nor shall it prevent such persons from designing buildings and supervising the construction thereof for their own use."

"Such sections shall not exclude a qualified or registered professional engineer from such architectural practice as may be incident to the practice of his engineering profession; or exclude a registered architect from such engineering practice as may be incident to the practice of architecture." (Underscoring added.)

It will be noted that such section does not preclude an engineer from "such architectural practice as may be incident to the practice of his engineering profession, or exclude a registered architect from such engineering practice as may be incident to the practice of architecture."

The chapter establishing and providing for the licensing of professional engineers also has a provision prohibiting persons from practicing professional engineering without being registered or exempted in accordance with the provisions of said chapter, Section 4733.22 of the Revised Code.

Section 4733.17 in part reads as follows:

"Sections 4733.01 to 4733.23, inclusive, of the Revised Code do not exclude a qualified or registered architect from such engineering practice as may be incident to the practice of his profession; or do not exclude a professional engineer from such architectural practice as may be incident to the practice of professional engineering."

This is a reciprocal section permitting an architect to perform engineering work which is incidental to the practice of his profession.

It is pointed out by the plaintiff in his brief that Section 4733.01 of the Revised Code of Ohio defines the practice of engineering, which in part reads as follows:

"The practice of engineering includes any professional service, such as consultation, investigation, evaluation, planning, design, or responsible supervision of construction or operation, in connection with any public or privately owned public utilities, structures, buildings, machines, equipment, processes, works or projects in the proper rendering of which the qualifications of Section 4733.11 of the Revised Code are required to protect public health, safety, and property." (Underscoring supplied)



The plaintiff bases his right to enter into a contract, which primarily calls for the services of an architect, by reason of this definition of engineering. It should be observed that this definition of the practice of engineering limits the practice to such functions of which the education qualifications are required "to protect the public health, safety, and property." It does not, and was not intended to, broaden the scope of such services to include the services flowing primarily from the practice of architecture.

The practice of architecture was defined in the case of *McGill et al vs Carlos et al*, 81 Northeastern Reporter, 2nd Series 726 at Page 729 as follows:

"The word 'practice' as used in Section 1334-17, General Code, means the exercise of a profession, and 'to enter upon the practice of architecture' means to exercise the profession of an architect. Primarily, an architect is a person who plans, sketches and presents the complete details for the erection, enlargement, or alteration of a building or other structure for the use of the contractor or builder when expert knowledge and skill are required in such preparation. The practice of architecture may also include supervision of construction under such plans and specifications. See Webster's New International Dictionary; The New Century Dictionary; 3 Ohio Jur., Sec. 1, page 115; *Kansas City Southern R. Co., v. Wallace*, 38 Okl. 233, 132 P. 908, 46 L.R.A.N., N. S., 112; 3 Amer. Jur. Sec. 2, page 998." (Underscoring added.)

In *Cudell vs Cleveland* 16 CC (NS) 374 at 377 it is said: "An architect is an artist; his work requires taste and technical learning of a high and rare kind."

The plaintiff in his brief refers to the Code of Professional Practice by Ohio Society of Professional Engineers which provides:

**"The Practice of Architecture and Engineering**

An Architecture (sic) or engineer may ethically accept commissions for projects embracing both architectural and engineering work, provided he is competent to do the type of work involved, or provided he will employ other registered architects or engineers who are competent in those phases of the projects in which he lacks proficiency.

The client's interest normally are served best when the principal retained is proficient in the predominant work involved in the project. Recognition for their responsibility shall be granted to the architects or engineers executing separate phases of the project as associated of the principal." (Underscoring added)

**"Mutual Relations**

Architects and engineers shall undertake to design only those phases of a project in which they are proficient and shall retain professional associates for those parts in which they lack proficiency." (Underscoring added)

The professional engineers thereby recognize that there is a basic distinction between architectural services, as such, and engineering services, as such. There is nothing in the contract providing that the engineer will employ a register-

ed architect. The Court mentions this only because the plaintiff referred to it in his brief.

The plaintiffs also cite from an excerpt of Opinion 6467 (Dec. 3, 1936) by John W. Bricker, Attorney General, as follows:

"\*\*\*\* In view of my analysis of the two acts and because of the lack of clear cut legal definitions in either of the acts, it is difficult, by an advisory opinion, to give a categorical answer to the question you propound. However, since eventually the definitions of both the practice of architecture and the practice of professional engineering will have to be decided by court action where the opinions on this question of fact may be provided by adducing expert testimony from both professions, I would advise that in the meantime, since the line of demarcation between the two professions is not clear under the two acts, I can see no reason why a registered professional engineer should not be allowed to draw plans and prepare specifications for the purpose of erecting public school buildings and supervising the construction thereof."

The eventuality of this matter being decided by a court is now taking place. Is there a distinction between an architect and a professional engineer? Chapter 4703.01 provides for the qualifications that one shall have before becoming an architect, and Section 4733.11 provides for the education qualifications that one shall have before he shall be licensed as a professional engineer. The education qualifications and the experience of one is vastly different from the other, although there is often an overlapping. In *Goldschlag v. Deegan*, 238 N. Y. S., Page 3, at pages 4 and 5 the Court said:

"Concededly a large part of the work of preparing for the construction of a modern multiple dwelling is actually done by persons who are generally called and who call themselves engineers, and concededly also such persons have in the past filed such plans as those here in question with the city authorities having supervision of such matters. And, while the respondent submits numerous affidavits designed to show that difficulties and confusion have arisen from the employment of engineers rather than architects, in the business of filing plans, the case made by the respondent in that respect is not convincing. It would not, I think, serve any useful purpose to discuss the numerous statutes regulating occupational services and the decisions they called into being. The architect of the future will probably be more of an engineer than of what was formerly known as an architect. But I think it may be safely said that, speaking of today, there are many elements of service in the preparation of plans for the construction of a building of whatever type, and the superintendence of construction, that may be more properly left to what we now know as an architect than to what we now know as an engineer. Certainly, an engineer is not to be presumed to be 'one who understands architecture.' 'Architect,' Cen-



tury Dictionary. Nor is he to be presumed to be 'a skilled professor of the art of building.' 'Architect,' Murray's New English Dictionary. It is to be expected that the regents will shortly provide tests for the determination of what knowledge and experience a man must have in order to practice the profession of architecture. Until they lay down rules that would permit to act as an architect a man who makes no claim to being an architect, as that term is now universally understood, I think an engineer, as that term is now universally understood, may not hold himself out or act as an architect."

This overlapping was recognized by the legislature in Section 4703.18 of the Revised Code of Ohio and Section 4733.17 of the Revised Code of Ohio when it provided that either profession may engage in the practice of the other as may be incident to the practice of his particular profession, and the legislature thereby recognized the distinction between the two professions and provided for it.

Is a professional engineer under our statutes entitled to enter into the general practice of architecture, and would an architect be permitted to enter into the general practice of engineering, and, if so, why did the legislature establish two separate professions? The legislature in establishing each of these professions recognized that they required a different educational background. The legislature also recognized that they have some things in common, and provided for this, and still recognized that each profession must be protected in its primary field of endeavor. It is the Opinion of this Court that the legislature intended to and did establish two separate professions, and intended to

and did protect each of said professions in their respective fields of endeavor; that the legislature recognized that each of said professions have some things in common and that there is bound to be some overlapping, and the legislature provided for this. If the contract primarily called for the services of an architect, the engineer would be precluded from entering into such a contract.

The architect, as the above definitions indicate, may be more interested in art and beauty, and the engineer more to protect the public health, safety, and property, although they both would have an interest in all of these things. There would be times that the distinction between the work of an architect and that of an engineer would be definite and obvious, and other times perhaps when it would not be so definite and obvious.

In the instant case the contract calls for the building and construction of college buildings which primarily and predominantly call for the services of an architect and not such as are incidental to engineering. The court finds that the contract primarily calls for the services of an architect, although there may be some incidental engineering work involved. Therefore, the plaintiff, an engineer, would be precluded by virtue of the said sections of the statutes from entering into such a contract. The labelling of the contract "Agreement between Owner and Engineer" would not alter this situation since the primary purposes of the contract call for the services of an architect and not an engineer. It is therefore the Opinion of this Court that the plaintiff cannot maintain his action against the defendant and therefore the demurrer of the defendant to the amended petition of the plaintiff should be sustained.

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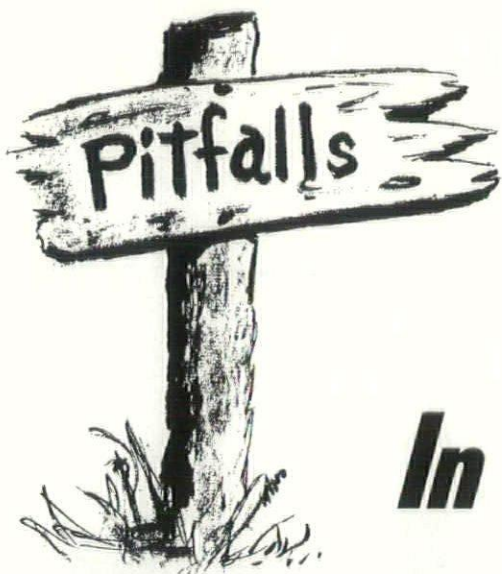
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# **In Trade Association Specifications**

by Architect George B. Hampton  
ASO Committee on Specifications

THE SPECIFICATION WRITER must be aware of all the sources of information available to him in the gathering of material for a complete building specification. Among the many sources of material, one of the major items is the Trade Association Specification, but the writer who uses them must be constantly aware of the pitfalls lurking in them.

There have been many attempts at standardization of specifications but, as every experienced specification writer knows, this can be accomplished only to a limited degree. The specifications coming closest to standardization are those prepared by an industrial group or trade association as a united effort to simplify and standardize their product and its installation. There are about forty of these organizations listed in Sweets Catalog File and many more, not listed, that are in existence. The so-called industry-wide association membership usually includes the large, major producers of a certain product, though occasionally some of the smaller producers are also included.

There are two major categories into which most trade associations fall. A minority group which performs true research or engineering studies, publishing the results thereof along with specification guidance and advice. The American Concrete Institute, The American Institute of Steel Construction, The American Institute of Timber Construction, and the American Society for Testing Materials are examples of such organizations. The information published by these and similar groups is reliable, although some of the material needs close scrutiny, but in most cases the specification writer may use it without fear of being sand-bagged. The members of the majority group, openly and honestly are dedicated to just one thing—more sales! Such groups, while not telling direct lies, have frequently been known to suppress facts that would interfere with the sale of their product. Such tactics are, to put it bluntly, indirect lies and the specification writer should beware of them.

In general, trade association speci-

cations should be used by specification writers with a few basic reservations in mind. They should never be blindly referred to without thorough reading and evaluating of the material and first eliminating therefrom items inimical to the Owner's interest and secondly, adding any further material necessary to procure the quality of workmanship and materials desired for the job at hand. He must be sure that the reference material is readily available to the bidders and successful contractor. If the material is not readily available, he should incorporate those portions in his own specifications which he wishes to use. Otherwise, bidders who are not association members may have their own ideas about desired results and these may become fantastic. The specification writer should use the trade specifications for basic information only, and additional points to be cleared up should be handled by questioning members of the trade.

Most trade association specifications are based on self-conducted research into its own methods and procedures. The findings are also self-evaluated until a minimum standard is established, acceptable to all members without stepping too hard on anyone's toes.

Upon reading a random group of these specifications, it is found that they generally include some, or all, of the following approaches to standardization:

- a. The standardized installation method.
- b. Unit standardization and performance.
- c. Size, grade, and quality standardization.

In addition to the above, there are also specifications, such as those put out by the previously mentioned societies, which are based on scientific research and development. This list may not be complete but it serves to form a basis in the general evaluation of these works in relation to the Architect, and especially the specification writer.

The standardized installation method specification, if properly and completely presented, can be of particular value to the Architect. This approach can be exemplified in the specifications of the National Terrazzo & Mosaic Association which gives information on two accept-



ed methods of preparing, mixing and installing terrazzo. In a like manner, The Tile Contractors Association of America and The Metal Lath Manufacturers' Association and others have standard specifications for methods of installing their particular materials. These association specifications were selected to demonstrate a method and not for their completeness.

The unit standardization and performance approach are exemplified in the specifications of the Structural Clay Products Institute or the Tile Manufacturers' Association, Inc. These give the types of their products which are available, qualities of each type, size and shape standardization, along with accessories and finishes. This saves much time for the spec. writer by not requiring his research through the products of a large group of manufacturers in order to find comparable units.

The size, grade and quality specification, while partially in the unit standardization group is exemplified by the Lumber Producers' Association and similar trade organizations who process a natural product and must set up standards of size and quality, along with grading rules. This group presents a particular degree of standardization in sizing lumber which is very useful to the building industry as a whole since the fit of many building accessories, e.g. wood windows, door frames, etc. depends on the maintenance of the size of rough lumber. However, the grading rules are not clearly understandable when the top grades of some woods (B or better) permits some flaws which could not be tolerated in finish woodwork. The specification writer who wants the best in woodwork must forget all about such gradings and state specifically what he wants.

Scientific research and development, while carried on by many trade associations, is best illustrated by those with which we all are familiar. There is probably not an architect or specification writer in existence who has not referred to the Portland Cement Association, The American Institute of Steel Construction, American Concrete Institute and similar organizations which have made available to him a considerable mass of specification reference material, along with their engineering

information and widely accepted codes of design and erection. Here again, caution is required. The specification writer should familiarize himself with the standard permitted "variations" which can possibly develop into dangerous sleepers. The A.I.S.C. permitted variation of 1 in 500, for example, can result in an embarrassing situation for the Architect if the stonework arrives on the job and will not fit the fixed steel structure due to this variation.

The user of materials must constantly keep in mind the fact that trade associations tend to set their standards low enough to permit the products of all members to qualify. This also tends to induce all members to make their standard products near this low level in order to be competitive in an association-based specification. There are many products and/or methods of a quality considerably above these low association standards, and where such quality is desired, association specifications simply won't do the job.

It must be admitted that there are some maverick contractors and manufacturers whose work can and will fall below the "below average" standard of association specifications. In most cases it would be nothing less than disastrous to be stuck with work of such lack of quality. Avoid them if you possibly can.

In summation, there are three general quality groups we aim for when we write specifications. First is the bottom of the pile in which anything that doesn't break the law is acceptable (and there are times when we all must work at this level). Second, is the group starting just above the bottom and going to the top of the Trade Association specifications, which in many cases is far below the best, but much must be done in this range. Third is from the top of this range to the best.

The nature of the job and its budget limitations determines which group we must use as a guide in the preparation of specifications. If it is necessary to use association materials as the basis for specifications, do so by all means, but do so warily, beefing them up or performing surgery on them as may be needed to obtain the results you want without being forced to settle for something that the manufacturer or contractor deems sufficient. **THE END.**

## Cleveland Chapter Officers Elected

Listed below are the new Cleveland Chapter Officers for the year 1961-1962:

Robert N. Yoder—Past President

John C. Bonebrake—President

Edward A. Flynn—Vice President

John F. Lipaj—Secretary

Edward S. Crider—Treasurer

Robert P. Madison—Director, Term ending 1964

Otto A. Spieth—Director, Term ending 1963

Robert C. Gaede—Director, Term ending 1962

William H. Wiechelman, Jr.—Director and Representative to A.S.O., 1 year

## Name Maxfields County Architects

*David Maxfield Sr. and David Maxfield Jr.* have been named Butler county Architects, according to an announcement recently made by Clarence C. Brackney, Butler County Building Inspector. The appointment was made on June 13 by the County Commissioners.

Business firms planning either major repairs or remodeling or building of new structures may check their plans with either of the Maxfields, suggests Mr. Brackney.

Formerly on the staff of Miami University, Mr. Maxfield and his son are in private business with offices in Oxford.

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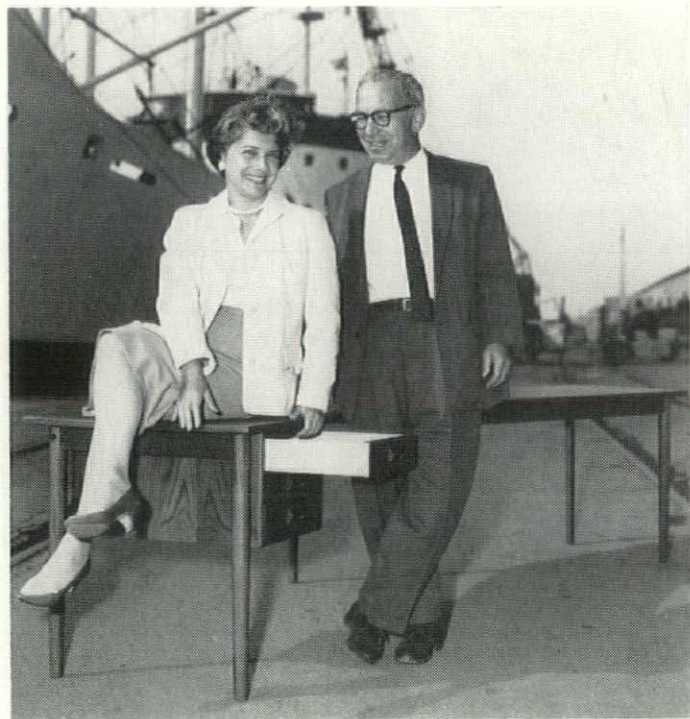
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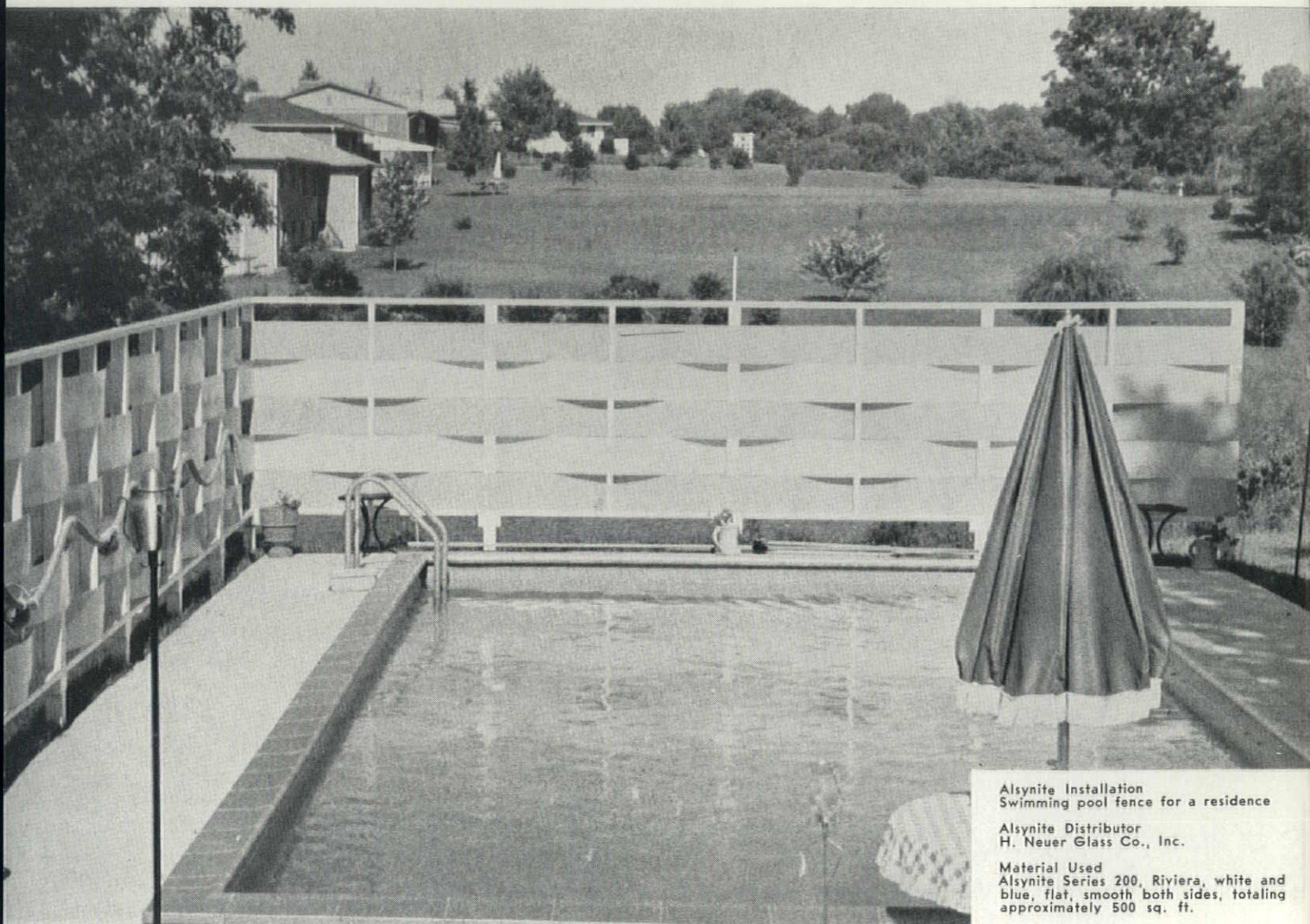
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