

OHIO ARCHITECT

OFFICIAL PUBLICATION OF THE ARCHITECTS SOCIETY OF OHIO A REGION OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC. september 1962

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STEUBENVILLE CASE

Court of Appeals Affirms Lower Court Judgment

On August 25, 1962, the Court of Appeals of Ohio, 7th Appellate District, affirmed the judgment of Common Pleas Judge John J. Greisinger, Jr., where in the Lower Court held in favor of the College of Steubenville, stating that the contract between the College and Ralph Fanning, P. E., was void and unenforceable in that it called for architectural services, which engineer Fanning was not qualified to perform.

Mr. Fanning, registered in Ohio as a professional engineer, entered into a contract with the College of Steubenville to perform professional services in connection with the college building program that was being contemplated. After a short period of time the College of Steubenville elected to cancel the contract with Mr. Fanning maintaining they did not have to pay him for any services he may have performed, inasmuch as he was not licensed as an architect in the state and was attempting to render these services. Mr. Fanning then filed a civil action against the College of Steubenville attempting to enforce the arbitration clause in his contract. This was heard in the Court of Common Pleas, Jefferson County, by the Honorable John J. Greisinger, Ir.

In part, Judge Greisinger's opinion stated:

"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 primarily 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 defendent and therefore the demurrer of the defendent to the amended petition of the plaintiff should be sustained."

Ralph Fanning appealed Judge Greisinger's decision to the Court of Appeals. This court, consisting of three judges, heard the case on May 15, and as stated above, upheld the judgment of Judge Greisinger and entered the decision on the docket August 25, 1962.

The Appellate Court Opinion, written by Judge Griffith and concurred in by Judges Donahue and Brown says in part:

" By the terms of the contract, it appears that the owner intends to build certain college buildings, to wit:

(Continued on page 13)



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OHIO ARCHITECT is the monthly official magazine of the Architects Society of Ohio, Inc., of the American Institute of Architects. Opinions expressed herein are not necessarily those of the Society.

Accepted as controlled circulation published at Athens. Ohio, U.S.A.

Editorial and Advertising office: Five East Long Street. Columbus 15, Ohio. Printed at: The Lawhead Press, 900 East State Street, Athens, Ohio, U.S.A.

OHIO ARCHITECT publishes educational articles architectural and building news, news of persons and the activities of the Architects Society of Ohio, a Region of the American Institute of Architects.

OHIO ARCHITECT is available at a subscription cost of \$4.00 each year or .50 each issue. Roster issue: \$1.00. OFFICIAL PUBLICATION OF THE ARCHITECTS SOCIETY OF OHIO, A REGION OF THE AMERICAN INSTITUTE OF ARCHITECTS, INC.

SEPTEMBER, 1962 Volume XX Number 9

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COVER AND FEATURE MATERIAL

The cover and feature material on the program for the ASO Anual Meeting and the Toledo Architectural Scholarship Competition were prepared under the direction of Toledo Associate Editor, Noel J. Blank.



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PROGRAM

29th ASO ANNUAL MEETING and REGIONAL CONFERENCE

Monday, September 17, 1962 **AFTERNOON**

12:00 N.-2:30 P.M. Executive Board Luncheon and Meeting Normandy Room, Sheraton Cadillac Hotel Detroit, Michigan 3:00 P.M. Board S. S. South American Detroit Docks-Located just behind the Ford Memorial Auditorium on the River 4:00 P.M. Departure of S. S. South American Cruise up the Detroit River to Lake St. Clair and view the St. Claire River Flats 4:00 P.M.-6:00 P.M. Registration (Lounge-C Desk Aft) 4:00 P.M.-6:00 P.M. View Educational Display of Product Literature (Lounge-C Desk Afi) EVENING 5:00 P.M.-6:45 P.M. Reception (Ballroom—A Deck Aft) 7:00 P.M.—8:00 P.M. Dinner (Dinning Room-Main Deck Forward) 8:00 P.M.-9:00 P.M. View Educational Display of Product Literature (Lounge-C Deck Aft) Pass Sarnia, Ontario, Canada and Port Huron, Michigan 9:00 P.M.—?? Bon Voyage Party (Veranda Cafe—B Deck Aft) 10:00 P.M .--- 11:00 P.M.

Entertainment (Grand Salon-C Deck Forward) 11:00 P.M.-?? Dancing (Ballroom-A Deck Aft)

Tuesday, September 18, 1962

MORNING

7:00 A.M.-9:00 A.M. Breakfast (Dining Room-Main Deck Forward) 9:00 A.M.-12:00 M Seminar (Grand Salon-C Deck Forward)

AFTERNOON

12:00 M.-1:00 P.M. View Educational Display of Product Literature (Lounge-C Deck Aft) 12:00 M.-1:00 P.M. Social Hour (Lounge-C Deck Aft) Cruise Straits of Mackinac

September 17, 18, 19 1962 Aboard the S.S. South American

(Eastern Standard Time Observed)

1:00 P.M.-2:00 P.M. Lunch (Dining Room-Main Deck Forward) 2:00 P.M. Arrive Mackinac Island "Bermuda of the North" 2:00 P.M.-4:30 P.M. Carriage Rides, Shopping, etc. Mackinac Island 5:00 P.M. Departure from Mackinac Island Cruise under famous Mackinac Straits Bridge Cruise Lake Michigan

EVENING

5:30 P.M.-7:00 P.M. President's Reception (Ballroom-A Deck Aft) 7:00 P.M.-8:30 P.M. Annual Banquet (Dining Room-Main Deck Forward) 9:00 P.M.-12:00 Midnight President's Party Veranda Cafe—B Deck Aft) 9:00 P.M .- 12:00 Midnight Dancing (Ballroom-A Deck Aft)

Wednesday, September 19, 1962

MORNING

7:00 A.M.-9:00 A.M. Breakfast (Dining Room—Main Deck Forward) Pass the famous Sand Dunes while cruising Lake Michigan 9:30 A.M.-11:30 A.M. Annual Meeting (Ballroom-A Deck Aft) 11:30 A.M.-12:30 P.M. View Educational Display of Product Literature (Lounge-C Deck Aft) 11:30 A.M.-12:30 P.M. Social Hour (Lounge-C Deck Aft) AFTERNOON 12:30 P.M.-1:30 P.M. Luncheon Dining Room-Main Deck Aft) Up Channell and into Black Lake

2:00 P.M.

Arrive Holland, Michigan

2:30 P.M.

Leave Holland, Michigan for Detroit, Overland, Refreshments, Snacks and Entertainment provided for gala return to Detroit 6:00 P.M.

Arrive Detroit Docks



Toledo Architectural Scholarship Competition

Finalists in the Architectural Scholarship Competition sponsored by the Toledo Chapter AIA and the Toledo Edison Company are (left to right) Scott Wernert, James Robertson, Scott Heacock and Thomas Gillen.

A town house for downtown Toledo, the subject of this year's design competition as outlined in the March issue of the Ohio Architect, received wide attention throughout the area, and the competition itself came to a successful conclusion at a banquet on May 15. The jury had met and made their report. They reviewed sixty-eight entries from a cross section of metropolitan and surrounding high schools and expressed praise over the general quality of the work. "The solutions were better and the problem more thoroughly studied this year than over the past two or three years." It was also pointed out that many schools had made a "substantial improvement." in both design and presentation.

However, the jury did not feel that sufficient thought had been given to creative lighting and therefore recommended that no electrical award be given. It was then agreed by the Toledo Edison representatives and the jury to hold the special electrical award till next year when two like awards will be given.

The banquet itself brought together the students, their faculty advisors, Toledo Chapter American Institute of Architects, and associates of the Toledo Edison Co., including Mr. Robert Taylor, residential sales manager of the company, whose interest and efforts in this competition have brought about the annual \$500 scholarship award.

After the dinner, Mr. Harold Roe, director of the architectural competition this year, introduced Mr. George Edson Danforth, professor and director of the Department of Architecture at Illinois Institute of Technology, Chicago, Illinois. Mr. Danforth received his architectural degree at Armour Institute of Technology and did graduate work at Illinois Institute under Mies van der Rohe, Hilberseimer and Peterhans.

In his talk he stressed the necessity of understanding and constantly reviewing the fundamentals of architecture and the industrial processes. Then with competent awareness can an idea germinate in the mind of the architect, grow and mold itself into reality. Mr. Danforth then expressed his surprise at the quality of work that the high school students achieved and commended the AIA and Toledo Edison on the competition.

Mr. Charles Stark then read off the winners while Mr. John Richards, past president of the American Institute of Architects, gave the awards.

First Place and \$500 scholarship went to Scott J. Heacock, a senior attending Macomber High School, Toledo, Ohio.

Second Place and \$200 scholarship went to Ronald Thomas Gillen, a senior attending Maumee High School, Maumee, Ohio.

Third Place and Best Junior Entry and \$150 scholarship went to James Robertson, attending Macomber High School, Toledo, Ohio.

Fourth Place and a book of the works of Frank Lloyd Wright went to Scott Wernert, a senior attending Ottowa Hills High School, Toledo, Ohio.

Three honorable mentions were awarded. They went to Gary Mong, Clay High School, Lawrence J. Ryan, St. Francis de Sales High School, and Stephen E. Perlacky, Jr., Olney High School.

Jury Commendations were given to Gary Turpening, Jeff Johnson, and! Amiel R. Helle.



First Place and a \$500 Scholarship were awarded to Scott J. Heacock, Macomber High School Senior for this rendering.



SEPTEMBER, 1962



New Maple Heights Junior High School will accommodate 900 students, in 27 classrooms, covering 80,000 square feet. The school, to be completed in early 1963, will utilize a single 152-ton Trane Gas air conditioning unit.

LESKO ASSOCIATES PLANNED THIS UNIQUE NEW SCHOOL WITH YEAR-'ROUND GAS AIR CONDITIONING

The new Maple Heights Junior High is based on a whole new concept in school design that reduces standard construction costs and makes the most of available space. Exterior glass is reduced to a minimum, providing more wall space for teaching. Interior classrooms, and dual-purpose service rooms, are other space-saving features. And this compact new plan was made workable because of the efficiency of year-'round Gas Air Conditioning.

Gas Air Conditioning will maintain all rooms at a

Architects: Lesko Associates Mechanical Engineers: Mayer, Valentine and Buchanan Structural Engineers: R. M. Gensert Associates constant year-'round temperature, whether they are interior or exterior, large or small. It will increase student efficiency, make it easier to teach. And where quiet counts, as in this compact plan, Gas Air Conditioning offers freedom from noise and vibration. Yet it installs economically, operates at lowest cost and needs little maintenance. This is the first fully air conditioned school in Northeast Ohio.

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Haughton's advanced program in systems research and engineering, with specific emphasis on the creative application of electronic devices and instrumentation for betterment of systems design and performance. Registered in U. S. Patent Office. GEORGE B. MAYER, FAIA, Director of the Ohio Region of the American Institute of Architects, will act as Moderator of the Seminar. For many years Mr. Mayer has dedicated his time and efforts to the profession —not only in the practice of architecture, but also in the service to the professional and to the layman in establishing a better understanding of architecture.

Mario C. Celli, AIA



Featured at the Seminar will be three well-known architects who will discuss the various facets of this most interesting topic.

WILLIAM J. BACHMAN, AIA Regional Director, Illinois Region and President of the Chicago Chapter AIA, graduated from the University of Illinois with a Bachelor of Science Degree in architecture in 1935. He is a registered architect as well as a registered professional engineer.

During his 18 year membership in the Chicago Chapter AIA, Mr. Bachman has served in many capacities from committee member to Chapter President. He represented the Chapter at national conventions and served on the National Resolutions Committee at the 1958 and 1960 conventions.

Mr. Bachman's community and professional activities are inumerable. For the Hammond Chamber of Commerce, he served as first Vice-President in charge of civic affairs. He also served as Chairman of the Urban Renewal Committee and directed the initial Urban Renewal Survey in his community.

MARIO C. CELLI, AIA, lives in some rolling acreage outside of Greensburg, Pennsylvania. He is a graduate of Carnegie Institute of Technology (class of 1932), and is a member of

The EXPANDED SERVICES of the ARCHITECT

..., will be the theme of the Seminar scheduled for the 29th ASO Annual Meeting and Regional Conference, September 17, 18 and 19 aboard the S. S. South American.

Tau Sigma Delta, Honorary Architectural Society. From 1948 to 1955 Mr. Celli served as a visiting critic in the School of Architecture at Carnegie Tech.

In the field of public service, Mr. Celli served as a Member of the Governor's Committee on Education in 1960-1961; President of the Pennsylvania Society of Architects in 1960; and Member of the Pennsylvania State Council of Education in 1962.

In the past few years, the firm of

William J. Bachman, AIA



SEPTEMBER, 1962

Celli-Flynn has encountered a variety of architectural challenges. These range from army shelters to mausoleums from new school construction to neighborhood conservation. His experience will be valuable in his discussion of the architect's expanded services.

CLINTON GAMBLE, FAIA, Secretary of the American Institute af Architects was born in Newark, New Jersey in 1910. Shortly thereafter, his family moved to Miami, Florida, where he was educated, graduating from the University of Miami with the degree of Bachelor of Architecture in 1931.

During World War II, Mr. Gamble accepted a commission in the Naval Reserve. He served with the Pacific Theatre amphibious forces, then transferred to the Civil Engineering Corps as a lieutenant in 1945. Toward the end of the war he met the two men with whom he was to form a partnership in 1946. The firm of Gamble, Pownall and Gilroy presently is engaged in the general practice of architecture in the southeast and midwest specializing, to some extent, in commercial and institutional buildings.

A member of the AIA since 1936, he early helped to found the Fort Lauderdale Architect's Association. In 1948 he was a founder of the Broward County Chapter of the AIA and served as its first president. He later served as president of the Florida Association of Architects. During his term in office, Gamble was a leader in the establishment of a statewide joint AIA-AGC Committee and served as chairman for four years. He also proposed to the Institute the formation of a National Hurrican Committee (later designated National Disastter Committee), serving as its chairman from 1955-1957.

Clinton Gamble, FAIA





Architects and Engineers: Giffels & Rossetti, Inc. General Contractor: Darin & Armstrong, Inc. All of Detroit, Michigan





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STEUBENVILLE CASE

(Continued from page 3)

 College Lecture Hall. 2. Science Building. 3. Library Administration Building. 4. Monastery and Chapel.
Student Activity Building, at a total estimated cost of \$1,000,000.00.

" The defendant (College of Steubenville) contends that the Contract calls for the services of an architect, and that the plaintiff is not an architect and not permitted to perform such services and thus the contract is void and unenforcible.

"A contract made in violation of a valid statute is unlawful and will not be enforced. Sections 4703.01 to 4703.19 provide for the establishment and licensing of architects. Sections 4733.01 to 4733.99 provide for professional engineers.

"The Trial Court, in sustaining the demurrer, determined, from a reading of the agreement which was attached to the amended petition, that the contract primarily called for the services of an architect, and that the services agreed to be rendered by the plaintiff were not incidental to the practice of architecture but encompassed the full and complete practice of architecture thereby precluding the plaintiff from entering into such a contract.

"The first error assigned is that the Court erred in deciding questions of fact without evidence. The subject of this controversy is the written agreement. It was before the Court as an exhibit, and its provisions were abundant evidence for the Court to determine that it primarily pertained to the services of an architect. "Incident" is not in this case. It is a contract for architectural services. The agreement shows on its face that it calls for the services of an architect.

"The contract contemplates services to be performed by the appellant for which he was not licensed. The Legislature intended each profession to have exclusive jurisdiction with the limitation of incidental services. They are overlapping vocations only to the extent of incidental work.

"The Trial Court, in sustaining the demurrer to the amended petition, held that it was an agreement to perform architectural services hence void. If such holding was valid then, of course, it follows that there could be no provision for arbitration that would be enforcible.

" The only issue before the Trial Court was whether or not a duly licensed engineer can perform all the services listed in plaintiff's amended petition.

"The failure of the statute to define 'The practice of architecture', does not render it unconstitutional. While the definition of architecture is not contained in the statute, yet Section 4703.02 R. C., authorizes the Board of Examiners of the State of Ohio to adopt all necessary rules and regulations and by-laws not inconsistent with Section 4703.01, et seq. The rules define the practice of architecture.

"We have considered all five of the errors urged by counsel for plaintiff-appellant but, finding no error in the limited record before us which we consider prejudicial to plaintiff-appellant, the judgment of the lower Court will be affirmed. Judgment affirmed."

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ARCHITECT RICHARDS HEADS WORLD WRESTLING EVENT

The 1962 Amateur Wrestling World's Championships held in Toledo June 21-27 have been described as the finest in the 14-year history of the International Amateur Wrestling Federation by its president, Roger Coulon, of Paris, France.

John N. Richards, senior partner of Richards, Bauer & Moorhead, Toledo architectural and engineering firm, and a former president of the American Institute of Architects, was general chairman of the Toledo Organizing Committee which made all the arrangements for the tournament.

Thirty countries participated, a new record for the event, and 29,800 spectators viewed the Greco-Roman and free style matches in the University of Toledo Field House.

As expected, the Soviet Union dominated the event taking both team titles in Greco-Roman and free style



Officials of the Federation Internationale de Lutte Amateur met with Toledo Committee officials for the 1962 Amateur Wrestling World's Championships at Toledo Express Airport. Left to right are: John Richards, Toledo, general chairman of the organizing committee; Roger Coulon, France, president of F.I.L.A., the International Amateur Wrestling Federation; Joseph Scalzo, Toledo, tournament director; Mihaly Matura, Hungary, and Milan Ersegan, Yugoslavia, members of the F.I.L.A. Bureau.



Winners in the welterweight class, Greco-Roman style of the 1962 Amateur Wrestling World Championships held in Toledo, Ohio. In the center is the champion Antoly Kolesov of the Soviet Union, second from right is Bjarne Ansbol of Denmark, runner-up and second from left is Yuvaz Selekman of Turkey who took third place. The gold, silver and bronze medals were awarded by Basile Fikidris of Greece, extreme right, member of the Bureau of the International Amateur Wrestling Federation. Certificates were awarded by Orville H. Bauer, left, partner of the architectural and engineering firm of Richards, Bauer & Moorhead, sponsor of the weight class.

and capturing six of 16 gold medals for individual champions in the various weight classes.

Mr. Richards said it was particularly gratifying that the event was such a success because it was the first time it was held in the United States or the Western Hemisphere.

"We were representing, not only our city, state and nation, but to a large degree the Free World," Mr. Richards pointed out.

"Many persons from Eastern European countries probably will have experienced their only contact with the Free World in Toledo," he said.

Orville H. Bauer, partner in the firm and first vicepresident of the Architects Society of Ohio, presented certificates to winners in the welterweight class of the Greco-Roman competition which class Richards, Bauer & Moorhead sponsored.

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SCHOOL BUILDING PLANNERS BE SURE OF WATER SUPPLY

Architects engaged in planning school buildings will be interested in a joint statement issued by Dr. E. E. Holt, Superintendent of Public Instruction for Ohio and Dr. Ralph E. Dwork, Director of Ohio's Department of Health. Both departments are concerned over the problems that arise when a community spends large sums of money for a new school then finds that the water supply is inadequate or contaminated to a degree that endangers the health of the pupils. Following is the statement of the two department heads:

In the selection of a site for a new school building, one of the prime factors to be considered is the availability of sufficient potable water. Too frequently this factor is neglected, or it is assumed by those concerned with the selection of the site, that there is an adequate supply of ground water at any site and all that is necessary is to drill a well. Unfortunately this is far from the truth. In many sections of the State it is impossible to obtain a well water supply adequate for the needs of a school. In some sections, although the supply is adequate, it is of such poor chemical quality, the untreated water is not suitable for use and requires considerable treating equipment that can become quite expensive.

Selection of sites that may be in proximity to local distribution systems require thorough investigation as to the quantity of water and the pressure available. Although these factors appear satisfactory at the time in the locality, consideration must be given to the added load of the school and further expansion in the area. A school requires greater and more constant pressures than a residence or store and the sudden peak demands of a school can and do seriously overtax an already limited supply system.

When a well supply proves inadequate after a school is built it then becomes necessary to connect to some municipal system or provide a surface water supply. In the first instance this may be many miles away and in the latter case extensive treatment would be SEPTEMBER, 1962



Pauls Valley High School, Pauls Valley, Oklahoma. Architects and Engineers: Jack L. Scott & Associates, Oklahoma City, Oklahoma

Pauls Valley High School shows the way ...

How concrete can provide beautiful schools for \$9.00 (or less) per square foot

Pauls Valley is one of a number of Oklahoma communities pioneering schools with thin shell concrete roofs. Contract costs have run as low as \$8.00 per sq. ft. The \$9.00 per sq. ft. project cost of the Pauls Valley High School includes heating, air conditioning (less unit), floor covering and science and home economics equipment.

Concrete shells, only 3 to 7 inches thick, provide clear spans of as much as 112 feet without interior support. Bearing no loads, interior walls of concrete masonry can be located as needed for classroom layout. By using concrete throughout the building the school district has obtained the lowest fire insurance rate available. Lateral stability of the school's construction improves extended coverage insurance in this land of tornadoes.

Engineers and architects find concrete successfully blends the practical and the beautiful for modern schools.



50 West Broad Street, Columbus 15, Ohio

A national organization to improve and extend the uses of concrete

required. Because the technical skill required for the operation of such treatment plants is not normally available at a school, the Ohio Department of Health discourages the use of surface water supplies. Contamination of the reservoir from outside sources is always present, construction of the reservoir is expensive, considerable land must be purchased and restrictive means provided, all of which are quite expensive and too often beyond the funds available.

The Revised Code of Ohio, Section

3701.18 requires that plans for water supply and sewage treatment devices for public buildings and places be submitted to and approved by the Ohio Department of Health before construction is begun. This department through its District Offices and Central Office has available trained personnel to make site investigations and recommendations on water supply and sewage treatment. This should be done before deciding on any site. Address your requests to Ohio Department of Health, Columbus 15, Ohio.

SEMINAR CONDUCTED AT UNIVERSITY OF TOLEDO

"Communications and Responsibilities in Planning and Executing Building Construction Projects" was the topic of a seminar conducted by The Toledo Chapter of the American Society Heating Refrigeration and Air Conditioning Engineers at Dana Auditorium, University of Toledo, with Mr. Milton Meckler presiding as chairman.

The program functioned around what Mr. Meckler referred to as the "hexagonal cooperation" of participants in the erection of a building. Owner, architect, consulting engineer, utility representative, equipment manufacturer and contractor were the six designated and each was represented at the seminar by a specialist who defined his particular part in a building project.

Louis Michael of the Louis Michael Reality Co., Toledo, Ohio, represented the owner. His opening remark summed up the biggest problem in building: "fighting costs damages most buildings." Mr. Michael then outlined the process of owner selecting architect and engineer and making special note of decisions and responsibilities. "The owner who makes the decision on manufacturers and materials cannot expect his architect to be responsible for them." As "occupant," he also pointed out the difficulty of determining responsibility for defective equipment, improper installation and accidental damage during construction. Concluding his remarks on the owner's responsibility to the "hexagonal cooperation," Mr. Michael said, "Integrity is the most important ingredient and is the line between the success or the failure of any project."

The Architect was represented by Howard B. Cain of Cleveland, president of the Architects Society of Ohio. Mr. Cain began: "How can the architect improve the construction process?" The answer: "Organize the design professions into a fighting group to improve communications." He stated that complacency in architecture should be non-existant. Communications, from an architect's standpoint, is hindered by the school curriculum, said Mr.

Cain. He pointed out that there is no inter-study - mechanical elements to architecture and architecture to mechanical elements. The solution is "to send the young architect back to school after graduation to take a modified course in mechanical and electrical aspects of design." A stiffer registration standard is also necessary. Architects become registered and are put into positions bearing a title and are without the experience or equipment to carry through the projects demanded by their positions. "Again, this shows our architectural school curriculum is not adequate." In regard to "hexagonal cooperation, Mr. Cain said that the problem of responsibility and communications in building is not of six separate parties, but like a "whirlpool" where these parties become rooted into a smooth and well organized design team.

Steve S. Squillace of Hyde and Bobio Consulting Engineers, Detroit, represented the Engineer. Mr. Squillace keynoted his talk with the word "confidence." Confidence in the engineer at the outset of a project results in its final success. The engineer's solutions and recommendations should be accepted by the owner and architect as the engineer accepts the owner's program and the architect's design. It is through this type of cooperation and respect among professions that a project runs smoothly, without the excessive changes that always result in errors. Mr. Squillace suggested that a "tune up" period follow the design and construction processes. The "tune up," prior to occupancy, would put into operation all systems, making certain that they were connected and functioning properly. This would mean time and work, but it would ease the problems encountered at occupancy, according to Mr. Squillace.

Herman C. Hoffman, general sales manager of Carrier Corporation, Syracuse, New York, represented the Equipment Manufacturer. Mr. Hoffman first outlined the responsibilities of the other five contributors to "hexagonal cooperation" with regard to the manu-

facturer. To the architect came the cry for sufficient space and access to allow the equipment to operate properly. He asked that the architect recognize new products and make a sincere effort to use them, so that products would steadily progress instead of becoming stagnated. Mr. Hoffman warned the architect against the " 'or equal' clause" in specifications, saying that it is a poor method which solves an immediate problem, but later introduces complications. It is the engineer's responsibility to accept only that equipment which can fulfill his own specifications regardless of price.

What then are the responsibilities of the manufacturer to the other members of the team? According to Mr. Hoffman, the manufacturer must present honest advertising to the owner and insure that the equipment purchased is durable, of high quality and flawless operation, and that claims of "prompt service," both emergency and planned, are fulfilled. The manufacturer must also provide the architect with up to date material selections and be available for consultation. He must supply the engineer with all the data pertinent to the equipment, describing what it can do and what it cannot do, including uses, locations, types and costs. The manufacturers will provide back-up technical personnel at the request of engineers and architects and provide comparitive prices on equipment finally specified. Mr. Hoffman made special note in closing that manufacturer's representatives shall never offer engineering services and that all requests would be directed to qualified engineers.

Wilburt H. Glines, district sales manager of the Michigan Consolidated Gas Co., Detroit, represented the utilities. Mr. Glines showed that the utilities, upon being scheduled by the contractor, must make sure that the loads to be needed are available at the site and that work is completed on schedule, pointing out that delays are costly. The utility companies should make

> (Continued on page 18) OHIO ARCHITECT



Fisherman's Wharf Motel, St. Claire, Michigan. Architect: George D. Lytle

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NORTH LIMA Iron City Sash & Door Co., S. Range Rd. Mahoning County (Youngstown Branch) KI 9-2172

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

TOLEDO Allen A. Smith Co., 1216 West Bancroft St., CH 4-5531

(Continued from page 16)

periodic calls to engineers and architects, notifying them what is available, giving descriptions of and information on machinery and showing how it affects codes and how it may be used. Mr. Glines then pointed out the responsibility of the utility companies to provide prompt and complete service in maintaining equipment in perfect operating condition.

Bringing the program to a meaningful close was Mr. R. S. Ursprung, president of the R. S. Ursprung Co., General Contractors, Cleveland. "The success or failure of a project depends on the transmitting and receiving of information." Communications among contractor, sub contractor, and architect must be effective. It demands prompt approval of all shop drawings and material samples. Monthly estimates must be made and approved, and prompt payment received. Demands of architects which involve a change in cost must be avoided so as not to cause prolonged delay. The resulting efficiency makes a project well

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organized from a contracting standpoint. Each member of the "hexagonal cooperation" must meet his responsibilities. The owner first must play no favorites. The low bidder receives the job. The owner's financing must be complete prior to construction and the contractor must be notified of the fact. The agreed budget price must be reasonably close to the actual in order to avoid excessive alterations. After construction begins, the owner must not interfere with its progress. Any grievance must be handled through the architect, whose skill in developing the plans and specifications should have ironed out these differences long before construction. Mr. Ursprung blamed most delays on "open specifications," which do not clearly state the type, quality and standard of equipment to be used. The resultant shopping for lower prices can cause long delays since agreement among all parties is usually slow in being established. Rounding out his talk, Mr. Ursprung stated that the integrity and honesty of the sub contractors is all-important to a project. They must meet their schedules and provide the material and labor at the price quoted the prime contractor at the time of bidding.

After the talks, the meeting adjourned to the Student Union for a luncheon. There followed a Speaker's Panel, which allowed each speaker to crossexamine other speakers. The seminar closed with a question and answer period from the audience.

Thus developed the theme of "hexagonal cooperation," or, as Mr. Cain put it, "the whirlpool." —A presentation in a few short hours of The Big Picture. But is it the whole picture? Behind each of these viewpoints lies, Mr. Squillace says, the cut rate. As long as there are cut raters, there will be some to buy their wares. One cannot beat them, but one can rise above them. The answer lies in one word, as Mr. Michael said at the beginning— Integrity.

To Mr. Meckler and the Toledo Chapter ASHRAE, congratulations on a most informative and interesting seminar.



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ASO SPECIFICATIONS COMMITTEE TO STUDY NON-PUBLIC WORK PROPOSALS

by J. R. Birchfield, Sr.

The Buckeye Contractor's Association is composed of General Contractors located outside of Metropolitan areas in twenty-four (24) counties in Northern Ohio. They held a meeting at the Leland Hotel, on Thursday, July 19th, to which representatives from all Ohio Chapters were invited.

At this meeting they presented thirteen (13) items on non-public work on which they desire cooperation with and action from Architects. These items are:

- 1. Limiting issuance of bidding documents to bidders who will be accepted, if low. If a check bid is desired provide for bid cost reimbursement to the low bidder if he is not accepted.
- Limiting requested alternates, involving more than one trade, to four whenever job conditions or Owner's demands permit.
- 3. When completion time is left for bidder to state and is to be a factor in determining the best bid, a penalty and bonus, or a liquidated damage requirement should be a part of the requirements.
- 4. Requesting architects to give serious consideration to follow the same retainage that is now required on public work. Namely, 8% of the first 50% of the dollar value of the work and nothing for the last half.
- 5. Allowing sufficient time for bidding.
- 6. Allowing sufficient extension of bidding time when issuing addenda or bulletins giving changes.

View of sea-deck of S.S. South American leaving Detroit and entering Lake St. Clair headed north to Mackinac Island. This deck will be used by architects, exhibitors and wives to view the wonderful sights during the ASO Cruise Convention.



SEPTEMBER, 1962

- Checking with local bidding practices before establishing bid-date to avoid conflict with bidding other projects, also avoid Mondays, days following holidays and paydays.
- Forbidding, except in unusual cases which should be established and covered in "Instructions to Bidders" prior to bidding, and instruction or orders direct from Owner to Contractor. Require Contractor to obey only instructions or orders from the Architect.
- Requiring all prime bidders to list their major subcontractors in their proposals.
- 10. Providing General Contractor with control over Plumbing, Mechanical and Electrical Work even though bids may be taken and awarded separately.
- 11. Distributing a tabulation of bids to all prime bidders on or before the contracts are awarded.
- Using a specification arrangement that will always have items included or grouped under the same heading.
- 13. Requesting no changes in work without the issuance of a bulletin or change order.
- 14. Study of a bid-depository system to be under the control of the Architect.

The Architects present indicated they believed that agreement could be reached on all items except Nos. 4 and 14. These items will be studied by the ASO Committee on Specifications, and make recommendations to the Board of Trustees for action by them.

View of "Mighty Mac" bridge spanning the Strait of Mackinac. This will be one of the sights viewed by architects, exhibitors and their wives aboard the S.S. South American for the ASO 29th Annual Meeting.





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ARCHITECTS, PRODUCERS' COUNCIL HEAR TALK ON BUILDING OF THE FUTURE

The quality commercial structure or home-and not the cheap evesore that defaces the landscape and does nothing to lift the spirits of those who live or work in it-is the true key to whether the building and construction market will be properous in the Sixties.

Elmer A. Lundberg, past president of the Producers' Council, the national organization of suppliers of building materials and services to architects and the construction industry, made this prediction at a combined dinner meeting of the Toledo chapters of the American Institute of Architects and the Producers' Council, held at the Park Lane Hotel.

The combined audience also heard the Pittsburgh executive, who is director of architectural services for Pittsburgh Plate Glass Company, characterize today's buyer of buildings and homes as "a shopper, and an informed shopper in the bargain."

"There is no actual shortage of available homes, office buildings and factories in America today," Mr. Lundberg said. "But there is a real shortage of buildings that answer such genuinely desired human needs as sunlight, space, fresh air and individuality of building design. If our buildings of the Sixties really answer these desires, the construction industry can achieve the trillion dollar forecast that has been predicted for it in that period."

Mr. Lundberg said that the industries which produce building supplies have achieved a flow of new products and product improvements that offer architects and builders "unlimited freedom" in design and construction. Matching this output, he said, is the steady upgrading of management talent in the architectural and construction industries.

"We must fit these two forces together in the Sixties," he said. "It is necessary to do so, because economist after economist has pointed out that Americans are currently increasing their spending for services at a far faster rate than material purchases. Any projected building project today is actually in competition with travel, beauty and fitness aids and leisure time hobbies."

But tonight's audience also heard Mr. Lundberg declare that the rising level of public taste was perhaps the largest non-statistical factor that would influence the trend toward better quality structures in the future.

"Wider education and travel have both helped to give millions of Americans-businessman and home ownera new appreciation of what truly good

building can do toward achievement of the better life and sound productivity," he declared. "We are really selling to a population that has already shown in a thousand ways that is is ready to live better and live cleaner in good buildings and homes. If we take a risk in supplying, designing and erecting buildings toward this need, we will find that we are really taking no risk at all. The market is ready and waiting."



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1963 Officer Nominees Announced by ASO Nominating Committee

At a Committee Workshop Session held in Columbus on July 21, the ASO Nominating Committee selected the following candidates for office for the 1963 calendar year.

President

Orville H. Bauer, Toledo First Vice-President

Joseph Tuchman, Eastern Ohio Second Vice-President

Robert W. Lecklider, Dayton Third Vice-President

Eugene F. Schrand, Cincinnati Secretary

Wm. H. Wiechelman, Jr., Cleveland Treasurer

Loren J. Staker, Columbus

This slate of officers will be presented for election at the ASO Annual Meeting, September 19.

Orville H. Bauer is the current First Vice-President of the Architects Society of Ohio, and is the General Convention Chairman for the 29th Annual Meeting and Regional Conference. He is also Chairman of the ASO Publications Committee.

Joseph Tuchman is Second Vice-President of the Architects Society of Ohio. Under his supervision the ASO Special Legal Fund was established to support court cases of statewide interest to the profession.

Third Vice-President of the ASO, **Robert Lecklider** is a member of the Legislative and Registration Law Committee. He is not only active on the state level but is also a Director of the Dayton Chapter AIA.

In 1955 Eugene F. Schrand served as Secretary to the Architects Society of Ohio. He is currently a member of the ASO Legislative and Registration Law Committee.

Wm. H. Wiechelman, Jr., is a Director of the Cleveland Chapter AIA, and is the chapter representative to the ASO. On the state level, Mr. Wiechelman serves as Recording Secretary of the Legislative and Registration Law Committee.

Loren J. Staker now fills the post of ASO Secretary. He is the ASO representative to the Department of Industrial Relations and is the Chairman of the ASO Committee on Hospitals and Health.

Members of the ASO Nominating Committee are Gilbert Coddington, Chairman; Harold Wm. Goetz; George B. Mayer; Hermon S. Brodrick; Charles J. Marr and John P. Macelwane.

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