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Madison, WI  
(See Page 9)
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Do You Have The Courage?

Times are tough. High interest rates, a recessionary economy, and an uncertain future have substantially dampened construction activities in Wisconsin and throughout the country. Compounding these economic uncertainties is the growing trend on the part of certain owners to request a "bid" for professional services. How does an A-E firm respond to such a request... especially in a lousy economy?

The letter that follows was written by an honest to goodness Wisconsin architectural firm in response to a request by an owner for the architects to bid their services.

What would you do? How do you respond? Does bidding for A-E services have any benefit, or does it simply impair the quality of professional services?

While this is an issue which is individually confronted between a firm and a potential client, it has a very dramatic affect on the quality and scope of services identified with the practice of architecture. Whether you bid or not, like bidding or not, or even want to talk about it... it is a matter which deserves discussion, debate, and the exchange of ideas between practicing architects. The WISCONSIN ARCHITECT will be happy to publish your thoughts, comments, suggestions, or responses to the letter that follows and the issue of bidding for professional services.

Dear

SUBJECT: PROPOSAL FOR A/E SERVICES

I regret to inform you that our firm will not be able to bid on architectural and engineering services for the restoration and rehabilitation of your building.

It is extremely difficult, if not impossible, to accurately delineate time and thus costs for all planning phases without knowing the full parameters, expectations and program requirements of the owner. For us to assume how much time would be required to architecturally expedite certain tasks would be dangerous for both parties without full knowledge of these parameters. As I had mentioned in my prior letter, the first step of architectural planning is critical to the total project direction and that phase, if done properly, is the only phase in which fee costs can be delineated with any accuracy. To ask for an architect to "bid" is asking the architect to make tremendous assumptions, these assumptions will vary greatly from firm to firm and from person to person in each firm. Each proposal will assume methodology and strategy. Each could be much different than the owner intends.

Our firm is familiar with inherent problems in projects of this type. We are aware of how much time it takes to properly solve a problem. We know that historically, money spent up front during the initial stages of a project saves money in the long run. Therefore, I can make a fair assumption that our fees will be higher than some others with less familiarity, less ability to properly analyze and solve problems, and a less professional approach to design and implementation.

This is a very important project for you. Select your architect on his ability to do the job for you and to do it professionally, with accuracy and diligence. Do not select your architect because he is less expensive than the next guy, you most probably would not select your doctor or lawyer by bid.

In times like these I regret having to turn down work for one reason or another. However, in this case I see no alternative. I hope your project runs smoothly.

Sincerely yours,
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MALL

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GENERAL CONTRACTORS

Wisconsin Architect/October, 1982
EXCELLENCE IN MASONRY

ARCHITECT: Maher and Sazama Architects sc
PROJECT: Midway Motor Lodges
National Corporate Headquarters and Hotel
Brookfield, Wisconsin

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TO: MEMBERS OF WISCONSIN SOCIETY OF ARCHITECTS
AMERICAN INSTITUTE OF ARCHITECTS

We are pleased to announce that the Midway Motor Lodge has been selected for "Excellence in Masonry". A representative from Maher and Sazama Architects describes the project as follows:

"In 1980 Midway Motor Lodges determined that the Southwestern corner of the intersection of I-94 and Moorland Road was an ideal location for their 22nd hotel and new national corporate headquarters. The master plan was developed to relate both the office and hotel buildings in one complex, while making them highly visible from the major highways. The site had fine views of the surrounding properties, including a golf course to the west, river and parkland to the south and open green space to the east.

The hotel is the flagship of the company and represents the latest in hotel technology and design. Thus, the choice of brick for the exterior and interior material was accomplished with ease for its strength of character and expression of permanence. Complex architectural overhangs and details were achieved with simplicity while staying within the owner's requirements.

We are grateful to the Masonry Institute of Wisconsin for its award for "Excellence in Masonry" and to the contractors for their assistance and competence in the completion of this project."

Congratulations to Maher and Sazama Architects for "Excellence in Masonry".

Very truly yours,

MASONRY INSTITUTE
OF WISCONSIN, INC.

Norbert J. Hynek
Executive Vice President
Madison Capitol Centre:

Complex Downtown Development is Landmark Accomplishment of Public/Private Sector Cooperation.

The first project developed under a public/private venture in Madison, Wisconsin will be completed this fall in downtown Madison. The $25-million Capitol Centre project, covering nearly two full city blocks (Block 53 and Block 54) will be fully completed sixteen months after construction began and six years after first proposed.

Located on a four-acre site previously occupied by 620 stalls of surface parking, the Capitol Centre will include 150 market-rate apartments, a 220-stall underground parking ramp, a 620-stall above-ground parking ramp, 200 one-bedroom apartments of subsidized elderly housing, a landscaped plaza, a public mall, a 20,000 sq. ft. city-wide senior citizen center, and a 25,000 sq. ft. free-standing commercial building.

The project was developed by the Madsen-Carley Venture, a joint venture comprised of Orville E. Madsen & Son, Inc. and the Carley Capitol Group, both of Madison, Wisconsin. The privately-owned portions of the project, which include all of the housing, the underground ramp, the plaza, and the commercial space, will be owned by Capitol Centre Housing Partners. The publicly-owned portions of the project will be owned by the City of Madison.

The project was designed by a consortium of designers lead by ELS Design Group (Berkeley, California) and HSR Associates (Madison, Wisconsin).

General contractor for the privately-owned portions of the project was Orville E. Madsen & Son, Inc. The publicly-owned portions of the project, which include the above-ground parking ramp, the senior center, and a landscaped mall, were built by other prime contractors, for which Madsen was the construction manager.

HISTORY OF THE PROJECT

In July of 1976, the administration of Mayor Paul Soglin proposed that Blocks 53 and 54 of downtown Madison be redeveloped to include elderly housing, market-rate housing, a senior center, a supermarket, and parking. It was a visionary leap of faith in the revitalization of downtown Madison which was reaffirmed by the Common Council a year later when an Economic Feasibility Study was commissioned to assess the development potential.

In November, 1978, the prospectus was advertised and ten de-
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The private plaza on Block 54 is the roof deck of the 220-stall underground private parking ramp. It is surrounded on three sides by three-story wood frame townhouses. The fourth side of the plaza is formed by the market-rate highrise apartment building. In the background, the Block 53 highrise tower is visible. While the towers of the two buildings are located across the street from each other, they are staggered to take advantage of the views of Lakes Mendota and Monona and the City of Madison.

Development teams responded. In June, 1979, the Madsen-Carley Venture was selected as the project developer. In April, 1981, the Common Council approved the plans and specifications and authorized bids for the public facilities. On July 27, 1981, ground was broken.

The long development process was headed up at Madsen by Executive Vice President Michael Morey. Says Morey, "The fact that this project got off the ground is amazing. It was a combination of luck, hard work, and the teamwork of a lot of people."

PUBLIC/PRIVATE COOPERATION

Morey talked about the nature of the cooperation necessary to develop, finance, and build a project of this magnitude with two different owners, one of which is a municipality.

According to Morey, cooperation comes from a mutual understanding of the other's needs. Once both parties perceive that the other is equally committed to a successful project and equally involved, an atmosphere of cooperation develops. This atmosphere, according to Morey, is becoming more important in the type of world we are living in, because "urban problems are so complex that all parties have to cooperate to make things happen."

According to Morey, the City of Madison was able to help on the Capitol Centre project in a de facto way.

The use of Tax Incremental Financing (TIF) in the project virtually meant that the City did not have to pay for many of its facilities because the private portion of the Capitol Centre improvement district will generate enough increase in taxes to pay for the bonds issued to pay for the City's facilities.

Cooperation on the part of the City also involved easy access to City staff with its expertise and knowledge of the broader implications of certain development actions. A task force was formed which included all department heads, which meant that the Madsen-Carley team could, on a regular basis, have easy access to City staff.

The stairs to the two-story townhouses, located on the second and third floors, are screened by a brick veneer wall. The roof overhang is a private storeroom for each of the two-bedroom townhouses.

The plaza on Block 54 is overlooked by the balconies of the townhouses and highrise. The garden apartments ringing the plaza have patio decks surrounded by wood privacy screens.

Madison was able to help on the Capitol Centre project in a de facto way.

The City was willing as a facilitator, for instance, to act as a unified representative to other government agencies on the project. Since government agencies from all levels of government (neighborhood, City, State, and Federal), were involved, this was a "strong and valuable" role to play. The City also packaged the UDAG grant application, a function which is normally performed by the private developer. In receiving this grant from HUD, however, the City was able to loan out the UDAG money to the developer. Repayment of principal plus the interest on the loan, means that the City will end up with seed money for other community development programs, money which it would not otherwise have received.
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Wisconsin Architect/October, 1982
The 620-stall public ramp is attendant-operated and has entrances on both Dayton and Mifflin Streets. The ramp is laid out in a double helix pattern and has a brick veneer. All of the structural decks in the project are post-tensioned.

access to all major City personnel at one time.

COOPERATION DURING AND AFTER CONSTRUCTION

During construction of the project, City personnel were able to expedite construction of street improvements to match completion of those improvements with the accelerated construction schedule of Madsen as contractor. Along with the construction manager, City personnel facilitated communication between the various contractors to assure accurate building lay-out, especially as that impinged on shared elements of the building, and worked to avoid site and site access conflicts during the actual work.

Special public improvements, such as the Block 53 mall, also benefitted from the conjunction of public and private owners. Cities usually like to limit the resources applied to maintain special areas like the public mall, and generally contract those maintenance services out. Since Madsen was on the site as the property manager, Madsen was able to give the City a mutually beneficial maintenance contract.

In addition, as a fledgling organization, the Senior Center will benefit from Madsen's ten-plus years of experience in managing over 4,000 apartments for senior citizens and in meeting the needs of these elderly people. Madsen has a representative on the Senior Center board, who will coordinate programs with the elderly housing portion of the Capitol Centre project.

THE MUNICIPALITY BENEFITS

Madison's Mayor Joel Skornicka sees the Capitol Centre project as a landmark in public/private sector cooperation. "Most of the projects in the central city of Madison have been publicly funded in the past, but this is a mix of public and private dollars, and puts tax dollars back into the City. There is a future in the public and private sectors working together. The public sector cannot do it alone; private developers have resources to offer. As this project works, we'll see more of this kind of cooperation in the future." Skornicka recognizes that the private sector has financing and construction capabilities to offer that municipalities do not have. He feels that the public interest is enhanced, because a project like Capitol Centre will "impart economic stability to the downtown area where there might otherwise be blight and urban decay... it will make downtown a viable place to work and live."
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When the $25 million Capitol Centre Project was conceived as a joint effort by the City of Madison, the Carley Capital Group, and Orville E. Madsen and Son Incorporated, it was imperative that a project package be developed which would provide for the program needs subject to rigorous budgetary control. This had to be accomplished without adversely impacting the architectural significance of the complex, its functional requirements, and the desire to have an attractive, easily-maintained facility.

Based on a review of preliminary recommendations contained in the Subsurface Investigation Report prepared for the City of Madison for this site, it appeared that significant savings in the cost of foundations for the facility might be possible. The preliminary recommendations called for soil bearing pressures under spread footings ranging from 2,000 to 5,000 PSF. Pile foundations were suggested for the high-rise portions of the facility. In reviewing these recommendations with the development group, Warzyn geotechnical engineers suggested supplemental field and laboratory testing and further analyses to establish whether a more economical foundation system could be developed which would adequately support the complex.

Soil conditions at the site were transitional strata between the “Capitol Hill Hardpan” on the eastern portion of the site and a filled swamp area west of the project site. Some of the newer buildings located near the State Capitol are supported on spread footings at pressures ranging from 10,000 to 20,000 PSF. Buildings only one block west of the Capitol Centre Project are supported on piles. In addition to standard field and laboratory testing procedures, the supplemental investigation included pressuremeter tests in areas that indicated marginal soil conditions and areas where high foundation loading was anticipated. The pressuremeter is a soil testing device which is placed into the bore holes to measure the in-place soil strength and deformation characteristics of the soil strata. The results of this testing and associated analysis resulted in the conclusion that spread footings beneath the high-rise portion of the complex could be loaded to 7,000 to 12,000 PSF, while spread footings supporting lower portions of the complex over areas where soil conditions generally were poorer could be loaded to 5,000 to 10,000 PSF. These conclusions permitted the design of the foundation systems, utilizing conventional spread footings of significantly smaller size and shallower depth than had previously been anticipated. Further, the need for deep pile foundations to support the high-rise portion of the complex was eliminated. It is anticipated that this analysis resulted in construction cost savings in the range of $200,000, and saved several weeks in construction time, many times the cost of the additional investigation.

The use of pressuremeter testing and analysis is not new, but is infrequently used in this part of the United States. It is particularly helpful, however, when it is proposed to support heavy structures on sites exhibiting marginal foundation support capabilities or where significant increases in the allowable foundation bearing pressures might result in significant construction cost savings. The pressuremeter was developed in France in the mid-50’s and has been gaining broader acceptance in the United States in recent years. The use of the pressuremeter does not eliminate the need for conventional soil testing, but is used to supplement those tests when more detailed investigations are warranted.

Author’s Note

Richard W. (Rick) Maurer, P.E., served as Warzyn’s Project Manager for the Capitol Centre investigation and quality control program during construction.
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There appears to be a growing level of concern within the architectural profession regarding the potential hazards faced by the architect during the construction phase. Such hazards usually take the form of a legal threat either for a breach of the architect/owner agreement or for negligent behavior, giving rise to a tortious liability. Such liability requires no contractual relationship, but simply an established duty of care which might be considered to be owed to any parties likely to be affected by the negligent act. There are sufficient decided cases involving architects in problems at this stage that suggest that the concern is well deserved.

However, once the construction phase is in progress, the role of the architect actually becomes more defined than in the design phase, and consequently the responsibilities become more limited; theoretically, this should provide a greater degree of security and protection from potential legal action as long as those duties are carried out adequately. The construction contract, it must be remembered, is an agreement between the owner and the contractor; the architect, who is employed as the owner’s representative, has only a limited number of tasks to undertake, all of which are stated in the contract articles. Inability to properly accomplish these tasks will, of course, render the architect liable to possible recrimination, but recent case-law indicates that in some instances problems have arisen through an insufficient knowledge or understanding of the full extent of the duties, where their performance has been either omitted, or the architect has undertaken duties that he was not empowered to perform. In the latter case, the architect breaches his contract with the owner (AIA Document B.141, c1.1.5.4.) and assumes responsibility for those excess actions should problems arise from them at a later stage, e.g. By giving the contractor advice on methods of construction, the architect oversteps the given powers, and may share liability for associated errors with the contractor (4.3.1.).

It is essential therefore, for the architect to be fully aware of the range of requirements within the construction contract (The AIA General Conditions for Construction A201 is frequently used, and is referred to throughout this article). This includes becoming conversant with all relevant duties, responsibilities and attendant liabilities, and understanding how best they may be accomplished to avoid the possibility of future legal problems.

Basically, the architect’s role within the construction process can be seen as providing ‘administration of the contract’, and consulting and advising the owner on matters affecting the work. This entails the undertaking of a number of clearly specified tasks - inspection (2.2.16.), certification (2.2.6.), rejection of non-conforming work (2.2.13.), etc. - and certain less explicit ones, which nevertheless may be considered to be part of the general scope of duties, e.g. ensuring that the owner is aware of all his duties and obligations to the contractor - 3.2.1., 3.2.2. etc.

In most cases, the requirements upon the architect will be quantifiable and specific, as in the undertaking of inspections to determine Substantial Completion (2.2.16.). In one however, it becomes necessary to exercise expert judgement in the duty to render interpretations (2.2.8.), where the architect must make an impartial decision that is equally fair to both the owner and the contractor. This is unique in the contract as, in all other cases, the architect must act in the best interests of his client when undertaking administrative tasks. To facilitate impartiality, the architect is granted quasi-arbitral immunity for decisions taken regarding interpretations, and cannot be held liable by either the owner or the contractor for their outcome (2.2.10.):

```
OWNER  CONTRACTOR

ARCHITECT
```

1. Architect’s relationship to owner/contractor

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OWNER  CONTRACTOR

ARCHITECT
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2. Architect’s relationship to owner/contractor in matters requiring interpretation

It is interesting to note that similar immunity established in England in 1908 (Chambers v
Goldthorpe) was removed in 1975 (Sutcliffe v Thackrah), and may indicate a future trend in America since, both countries being Common Law systems, decisions made in either country may be cited in the other's courts as a persuasive precedent to induce change.

As to the actual duties of the architect in the construction process, an examination of the Owner/Contractor agreement reveals three major areas of operation:

1. Performance Evaluation
2. Certification
3. Adjustment

   Although the contractor is bound to ensure that the final building conforms to the drawings and specifications, the architect is obliged to check that conformity and necessary quality are achieved. To help determine this, powers are granted within the contract to allow site access, observation, inspection, opening up for testing, approval of samples, shop drawings, power to reject work, etc.

2. Certification.
   At prescribed stages in the construction phase, the architect, upon request, checks the work completed to date and, if satisfied, certifies approval for stage payment by the owner. Similar certificates are required at Substantial Completion and final completion.

3. Adjustment.
   This role is perhaps the least defined, although clauses within the contract in respect of its requirement can be found throughout the articles.

Essentially, these powers ensure that, in the event of confusion or disagreement within the contract documents, or in the occurrence of unforeseen changes or conditions within the work, the architect is able to act to ensure the continued progress of the work. These powers fall into two categories:

   a) Interpreter
   b) Modifier

   a) Interpreter.
   As previously stated, the architect is empowered to interpret the contract documents, and to render decisions within the general intent of the contract. This prevents ambiguities or minor disagreements on unclear requirements from holding up the project.

   b. Modifier.
   Throughout the contract, clauses are included to prescribe courses of action in the event of certain circumstances. Many of these clauses require changes in the work and therefore in the Contract Sum and Completion Date. The power to issue Change Orders facilitates this, and enables the architect to require alterations or amendments at the owner's request.

   Further architectural actions may be necessitated as a result of certain actions or omissions by the owner or contractor, causing some form of modification to the contract documents to be provided, e.g. in the event of non-performance by the contractor, the architect is empowered to certify that sufficient cause exists to enable the owner to proceed with termination procedures.

Throughout the building contract then, references to the architect's duties and powers are contained within the clauses, and a full knowledge of their existence is vital to smooth contract administration. However, it is also important to be aware of the scope of these powers, and to understand how to accomplish the tasks required effectively and adequately. In some cases, the action involving the architect can only be accomplished with the owner's prior consent, where the architect merely communicates the owner's intentions to the contractor and has no express authority to act independently (e.g. Change Orders). In others, the architect may use personal initiative without first consulting the owner, and the latter will be bound by the decisions made (e.g. Minor changes in the work).
<table>
<thead>
<tr>
<th>Article/Clause</th>
<th>Content</th>
<th>Architect's Powers/Duties</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>ARTICLE I</td>
<td>CONTRACT DOCUMENTS</td>
<td></td>
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</tr>
<tr>
<td>1.1.2.</td>
<td>THE CONTRACT</td>
<td>Architect is entitled to performance of obligations which the contract intends for the architect's benefit</td>
<td>The Contract Documents create no contractual relationship between the architect and contractor (or sub-contractors) or the architect and owner.</td>
</tr>
<tr>
<td>1.2.1.</td>
<td>EXECUTION, CORRELATION AND INTENT</td>
<td>Check all Contract Documents signed in triplicate by owner &amp; contractor. If not signed, the architect shall identify the contract documents.</td>
<td>Drawings and specifications are the property of the architect and cannot be used for any other purpose than the project to which the contract refers.</td>
</tr>
<tr>
<td>1.3.1.</td>
<td>OWNERSHIP AND USE OF DOCUMENTS</td>
<td>Check all documents returned after completion (except one contract set per party)</td>
<td></td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>ARCHITECT</td>
<td></td>
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<tr>
<td>2.2.1.</td>
<td>ADMINISTRATION OF THE CONTRACT</td>
<td>Check owner aware of all his duties and pass on all communications. Do only what is required in contract.</td>
<td>The architect will provide 'administration of the contract'.</td>
</tr>
<tr>
<td>2.2.2.</td>
<td></td>
<td>Visit site at 'appropriate' intervals (stage of work, type of job etc.) to check progress &amp; quality. Keep owner informed.</td>
<td>No need to make continual site inspections.</td>
</tr>
<tr>
<td>2.2.4.</td>
<td></td>
<td>Check conformity of the work against the contract documents under 2.2.13.</td>
<td>Architect not responsible for construction means, safety on site or failure of contractor to carry out work properly.</td>
</tr>
<tr>
<td>2.2.6.</td>
<td></td>
<td>The architect has right of access to the site, contractor's workshops etc. if relevant to project.</td>
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<tr>
<td>2.2.7.</td>
<td></td>
<td>Determine amounts due to contractor and issue certificates (see 9.4.)</td>
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<tr>
<td>2.2.8.</td>
<td></td>
<td>Interpret the contract documents and Judge the performance of the work and compliance with the contract</td>
<td>Either party may apply the the architect for an interpretation.</td>
</tr>
<tr>
<td>2.2.9.</td>
<td></td>
<td>Respond in writing in a 'reasonable time' on receipt of claims or disputes between the owner and contractor</td>
<td>All disputes between the owner &amp; contractor go initially to the architect re: execution/progress of the work or interpretation.</td>
</tr>
<tr>
<td>2.2.10.</td>
<td></td>
<td>Make interpretations impartially &amp; consistent with the contract documents.</td>
<td>The architect carries no liability for decisions made for interpretations if made in good faith &amp; consistent with the contract documents.</td>
</tr>
<tr>
<td>2.2.11.</td>
<td></td>
<td>Make decisions related to artistic effect.</td>
<td>Architect's decision on artistic effect is final if consistent with contract documents.</td>
</tr>
<tr>
<td>2.2.12.</td>
<td></td>
<td>Deliver decisions in writing within 10 days</td>
<td>Most claims subject to arbitration (not 2.2.11.).</td>
</tr>
<tr>
<td>2.2.13.</td>
<td></td>
<td>Reject work not conforming to contract documents. Special inspection and testing.</td>
<td>Architect's decision here implies no responsibility to contractors or subcontractors or their agents or employees.</td>
</tr>
<tr>
<td>2.2.14.</td>
<td></td>
<td>Review/approve Shop drawings, Product Data, samples etc with reasonable promptness.</td>
<td>Approval of item not indicative of approval of whole assembly.</td>
</tr>
<tr>
<td>2.2.15.</td>
<td></td>
<td>Prepare Change Orders (see article 12) and make minor changes (12.4.1.)</td>
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</tr>
<tr>
<td>2.2.16.</td>
<td></td>
<td>Conduct inspections for Substantial Completion and final completion. Receive and forward warranties etc. to owner. Issue final certificate for payment (9.9.)</td>
<td>The architect may have a representative on site if the owner agrees.</td>
</tr>
<tr>
<td>2.2.17.</td>
<td></td>
<td>The architect may have a representative on site if the owner agrees.</td>
<td>Duties and responsibilities of the project representative set out in the Contract Documents.</td>
</tr>
<tr>
<td>2.2.18.</td>
<td></td>
<td>Architect's duties etc. are specified in the Contract Documents</td>
<td>The architect's duties/tasks are not extended beyond those agreed unless written consent by architect, owner and contractor.</td>
</tr>
<tr>
<td>Article/Clause</td>
<td>Content</td>
<td>Architect's Powers/Duties</td>
<td>Comment</td>
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<tr>
<td>2.2.19.</td>
<td></td>
<td></td>
<td>Appointment of a new architect only if contractor has no reasonable objection. Disputes subject to arbitration.</td>
</tr>
<tr>
<td><strong>Article 3</strong></td>
<td></td>
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<tr>
<td>3.2.</td>
<td>INFORMATION AND SERVICES REQUIRED OF THE OWNER</td>
<td>Ensure owner is aware of all his obligations 3.2.1., 3.2.2. etc.</td>
<td></td>
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<tr>
<td>3.2.6.</td>
<td></td>
<td>Forward all communications from the owner to the contractor.</td>
<td></td>
</tr>
<tr>
<td>3.3.1.</td>
<td>OWNER'S RIGHT TO STOP WORK</td>
<td>The architect is not empowered to stop the work unless specifically authorized by the Contract Documents.</td>
<td></td>
</tr>
<tr>
<td>3.4.1.</td>
<td>OWNER'S RIGHT TO CARRY OUT THE WORK</td>
<td>Approve owner's intention to carry out work and amount charged to the contractor. Issue Change Order deducting cost from future payments.</td>
<td>The architect is entitled to extra compensation for additional services rendered in respect of this provision.</td>
</tr>
<tr>
<td><strong>Article 4</strong></td>
<td></td>
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</tr>
<tr>
<td>4.1.1.</td>
<td>DEFINITION</td>
<td>The contractor's representative should be identified to the owner and architect.</td>
<td></td>
</tr>
<tr>
<td>4.2.1.</td>
<td>REVIEW OF CONTRACT DOCUMENTS</td>
<td>Any error spotted by the contractor in the contract documents reported at once to avoid any responsibility.</td>
<td></td>
</tr>
<tr>
<td>4.4.1.</td>
<td>LABOR AND MATERIALS</td>
<td>The contractor must provide adequate labor, materials etc. to do the work.</td>
<td></td>
</tr>
<tr>
<td>4.5.1.</td>
<td>WARRANTY</td>
<td>May require evidence of quality and conformity of materials/equipment from the contractor.</td>
<td></td>
</tr>
<tr>
<td>4.7.3.</td>
<td>PERMITS, FEES &amp; NOTICES</td>
<td>If necessary, the architect should issue modifications to bring the Contract Documents in conformity with all applicable laws and codes.</td>
<td></td>
</tr>
<tr>
<td>4.7.4.</td>
<td></td>
<td></td>
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<tr>
<td>4.8.2.</td>
<td>ALLOWANCES</td>
<td>Prepare and issue Change Order if required.</td>
<td></td>
</tr>
<tr>
<td>4.10.1.</td>
<td>PROGRESS SCHEDULE</td>
<td>Take receipt of estimated progress schedule and send copy to owner.</td>
<td>Contractor to send progress schedule to architect/owner as soon as contract is awarded, for information not approval.</td>
</tr>
<tr>
<td>4.11.1.</td>
<td>DOCUMENTS AND SAMPLES AT THE SITE</td>
<td>Check all documents returned on completion.</td>
<td>One copy of all drawings, specs, Change Orders etc. kept with Shop Drawings etc. on site for the owner and delivered to the architect when work is complete.</td>
</tr>
<tr>
<td>4.12.6.</td>
<td>SHOP DRAWINGS, PRODUCT DATA &amp; SAMPLES</td>
<td>Approve in writing specific deviations if written request by contractor considered acceptable.</td>
<td>The architect's approval does not prevent the contractor from being responsible for non-conformity with the Contract Documents unless the architect gives written approval.</td>
</tr>
<tr>
<td>4.12.8.</td>
<td>Approval of submittals (2.2.14.) before work started.</td>
<td>No work requiring Shop Drawing etc. started until architect's approval.</td>
<td></td>
</tr>
<tr>
<td>4.16.1.</td>
<td>COMMUNICATIONS</td>
<td>Forward all communications from the contractor to the owner.</td>
<td>If the contractor believes a patent may be infringed, he must inform architect or take responsibility. Architect may share liability for infringement as owner's agent.</td>
</tr>
<tr>
<td>4.17.1.</td>
<td>ROYALTIES AND PATENTS</td>
<td></td>
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</tr>
<tr>
<td>4.18.1.</td>
<td>INDEMNIFICATION</td>
<td>Architect indemnified against actions based on the negligent performance of the work.</td>
<td>The contractor indemnifies the owner and architect to the extent of the law. (State statutes vary on this).</td>
</tr>
<tr>
<td>4.18.2.</td>
<td>This indemnification cannot be limited to a financial amount</td>
<td></td>
<td></td>
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<tr>
<td>4.18.3.</td>
<td></td>
<td>Contractor's obligations do not extend to architect's responsibilities i.e., preparation of drawings, Change Orders etc.</td>
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</tr>
<tr>
<td>Article/Clause</td>
<td>Content</td>
<td>Architect’s Powers/Duties</td>
<td>Comment</td>
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<tr>
<td>5.2.1.</td>
<td>Award of Subcontracts and Other Contracts for Portions of the Work</td>
<td>Promptly reply if any reasonable objection by architect or owner</td>
<td>Contractor informs owner &amp; architect &quot;as soon as practicable&quot; of proposed subcontractors. No reply means no objection.</td>
</tr>
<tr>
<td>5.2.2.</td>
<td>The contractor may not work with anyone reasonably objected to by the architect or owner, or be required to work with anyone he, the contractor, reasonably objects to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2.3.</td>
<td>Prepare Change Order If the Contract Sum is increased or decreased as a result of a substitution.</td>
<td>If prompt substitution is made by the contractor after architect or owner objection, the Contract Sum may be adjusted</td>
<td></td>
</tr>
<tr>
<td>5.2.4.</td>
<td>Reasonable objection to subcontractor substitution can be made</td>
<td>No substitution if reasonable objection by owner or architect.</td>
<td></td>
</tr>
<tr>
<td>5.3.1.</td>
<td>Subcontractual Relations</td>
<td>Subcontractors are required to be bound by same contract conditions and obligations as the contractor.</td>
<td></td>
</tr>
<tr>
<td>6.1.1.</td>
<td>Owner’s Right to Perform Work &amp; Award Separate Contracts</td>
<td>Separate contracts involve extra work by the architect, and merit additional compensation.</td>
<td></td>
</tr>
<tr>
<td>6.1.3.</td>
<td>The architect could be the coordinator of the owner’s workforce (for additional compensation)</td>
<td>Owner coordinates own forces and separate contractors with the work of the contractor</td>
<td></td>
</tr>
<tr>
<td>6.2.2.</td>
<td>Mutual Responsibility</td>
<td>If the contractor can’t work due to owner/separate contractor fault, he must report promptly to the architect or acceptance is deemed.</td>
<td></td>
</tr>
<tr>
<td>6.3.1.</td>
<td>Owner’s Right to Clean Up</td>
<td>The owner may clean up the site if a dispute arises between the contractor and subcontractors</td>
<td></td>
</tr>
<tr>
<td>7.1.1.</td>
<td>Governing Law</td>
<td>The law of the place where the work is located governs the project</td>
<td></td>
</tr>
<tr>
<td>7.5.1.</td>
<td>Performance Bond &amp; Labor Material Payment Bond</td>
<td>The owner has the right to ask for bonds. Advice on this is outside the architect’s duties.</td>
<td></td>
</tr>
<tr>
<td>7.6.1.</td>
<td>Rights and Remedies</td>
<td>No right or duty under the contract is waived by the action or failure to act by the owner, contractor or architect</td>
<td></td>
</tr>
<tr>
<td>7.7.1.</td>
<td>Tests</td>
<td>May observe inspections, testing or approvals.</td>
<td>If tests/inspections are required by law, the contractor must give the architect &quot;timely notice&quot;.</td>
</tr>
<tr>
<td>7.7.2.</td>
<td>If special tests are deemed necessary outside 7.7.1., get written authority from owner and instruct contractor to order inspection. If work passes, issue Change Order for extra work</td>
<td>If work fails inspection, the contractor pays for tests, including architect’s additional compensation.</td>
<td>Required certificates of inspection etc. 'promptly' delivered to architect by the contractor</td>
</tr>
<tr>
<td>7.7.3.</td>
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<tr>
<td>7.7.4.</td>
<td>Observe inspections etc. where required ‘promptly’ and where possible at source of supply.</td>
<td>The architect is not included in any arbitration agreement between the owner and contractor unless by written consent.</td>
<td></td>
</tr>
<tr>
<td>7.9.1.</td>
<td>Arbitration</td>
<td>A copy of any arbitration demands should be filed with the architect.</td>
<td></td>
</tr>
<tr>
<td>8.1.1.</td>
<td>Definitions</td>
<td>If required, issue Change Order to adjust Substantial Completion date</td>
<td>The Contract Time can only be changed by Change Order</td>
</tr>
<tr>
<td>8.1.2.</td>
<td></td>
<td></td>
<td>The work is started by a Notice to Proceed, or date in owner/contractor agreement or other agreed upon.</td>
</tr>
<tr>
<td>8.1.3.</td>
<td>Certify the date of Substantial Completion (or designated portion).</td>
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<tr>
<td>Article/Claus</td>
<td>Content</td>
<td>Architect's Powers/Duties</td>
<td>Comment</td>
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</tr>
<tr>
<td>8.3.1</td>
<td>Delays &amp; Extensions of Time</td>
<td>Determine justifiable delay and issue Change Order for 'reasonable time'.</td>
<td>The contractor may get an extension of the contract time for certain reasons including ones that the architect determines are just.</td>
</tr>
<tr>
<td>8.3.2</td>
<td></td>
<td></td>
<td>Claims for extensions made in writing to architect within 20 days of start of delay, or waived. Estimates of probable effect of delay required.</td>
</tr>
<tr>
<td>8.3.3</td>
<td>If required, the architect has 15 days to render an interpretation (2.2.8.) unless otherwise specified</td>
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</tr>
<tr>
<td><strong>Article 9</strong></td>
<td>Payments &amp; Completion</td>
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</tr>
<tr>
<td>9.1.1</td>
<td>Contract Sum</td>
<td>If required, issue Change Orders to adjust Contract Sum (12.1.1.)</td>
<td>The Contract Sum may only be changed by Change Order.</td>
</tr>
<tr>
<td>9.2.1</td>
<td>Schedule of Values</td>
<td>If appropriate, require evidence of accuracy. Object to schedule if dissatisfied.</td>
<td>Before first application for payment, contractor to submit to architect a schedule of values for portions of the work with such data as the architect may require.</td>
</tr>
<tr>
<td>9.3.1</td>
<td>Applications For Payments</td>
<td>If appropriate to owner/architect, require supporting data</td>
<td>Contractor submits application for payment to the architect at least 10 days before agreed date for progress payment. Supporting data required by architect (vouchers, release of liens etc.) should be included.</td>
</tr>
<tr>
<td>9.3.2</td>
<td></td>
<td>Check data for off-site or non-incorporated materials and equipment before issuing certificate</td>
<td>Payment for materials and equipment not incorporated in the work or off site is permissible, but bills of sale, insurance etc. may be required.</td>
</tr>
<tr>
<td>9.4.1</td>
<td>Certificates For Payment</td>
<td>Issue certificate within 7 days of application to owner (copy to contractor). Determine amount or notify contractor for withholding reasons (9.6.1.)</td>
<td>Certificate indicates only approval to the best of the architect's knowledge. Not exhaustive inspection or knowledge of how the contractor has spent previous money.</td>
</tr>
<tr>
<td>9.4.2</td>
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<tr>
<td>9.5.2</td>
<td>Progress Payments</td>
<td></td>
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</tr>
<tr>
<td>9.5.3</td>
<td>On request and at his discretion, the architect may furnish subcontractors with data on amounts applied for by the contractor and the architect's action on the work done by the subcontractor.</td>
<td>No architectural duty in disputes between contractor/subcontractor etc. unless owner/subcontractor agreement breached.</td>
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<tr>
<td>9.5.4</td>
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<tr>
<td>9.6.1</td>
<td>Payments Withheld</td>
<td>The architect may decline to certify payment and refuse to issue certificates in whole or in part. If so, the contractor should be notified and if no revised agreement can be reached, the architect must promptly certify the amount considered acceptable. The architect can also nullify previous certificates to protect owner from loss (defective work unremedied etc.)</td>
<td>No obligation by the architect/owner to pay or see to payments to subcontractors (unless required by law).</td>
</tr>
<tr>
<td>9.7.1</td>
<td>Failure of Payment</td>
<td>If no certificate issued through no fault of the contractor, he may give 7 days notice (written) and then stop work until paid. Additional payment due to the shutdown may then be authorized by Change Order.</td>
<td>When Substantial Completion (part or whole) is reached, the contractor will submit a list of items to be completed or corrected to the architect. (punch list).</td>
</tr>
<tr>
<td>9.9.1</td>
<td>Final Completion &amp; Final Payment</td>
<td>Upon written notice, the architect inspects for final completion. If satisfied, promptly issue final certificate for payment of the balance</td>
<td></td>
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</tbody>
</table>
9.9.2. The contractor will submit to the architect various sureties (consent of Buretles, affidavits etc.) before final payment and retainerage released.

9.9.3. Architect may confirm delay and certify for payment.

ARTICLE 10 PROTECTION OF PERSONS & PROPERTY

10.1.1. SAFETY PRECAUTIONS & PROGRAMS

Safety is the exclusive responsibility of the contractor. The architect should not detail any safety measures.

10.2.6. SAFETY OF PERSONS & PROPERTY

If the contractor's representative for safety measures is other than the superintendent, he must notify the architect and owner in writing.

10.3.1. EMERGENCIES

The architect may determine additional money and time for emergency work and issue a Change Order to that effect.

ARTICLE 11 INSURANCE

11.1.4. CONTRACTOR'S LIABILITY INSURANCE

Certificates of insurance from the contractor should be sent to the owner (4.16.1.) before work begins.

11.3.1. PROPERTY INSURANCE

The owner maintains all risk property insurance. The architect's liability insurance generally prohibits advice on insurance and bonds.

11.3.5. Issue Change Orders to reduce the Contract Sum (if required) for the cost of further insurance cover requested by the contractor.

11.3.6. Issue Change Orders for the replacement of damaged work.

ARTICLE 12 CHANGES IN THE WORK

12.1.1. CHANGE ORDERS

Send all Change Orders to the owner for signature before issuance.

Change Orders must be signed by both owner and architect to effect changes in the Contract Sum or contract time.

12.1.3. Check the contractor's claims and recommend to the owner acceptance, rejection or negotiation. If accept, prepare Change Order and forward notice to proceed from owner.

The cost resulting from the change in the work may be determined by:
- lump sum
- unit prices
- cost agreed upon plus fixed or percentage fee
- method expressed in 12.1.4.

12.1.4. Determine 'reasonable' cost and overhead profit and ask the contractor for proof (an itemized account for expenditure) before including in a Change Order.

If none of the formulas in 12.1.3. are acceptable, upon signed order from the owner, the contractor will proceed with the work and the architect will determine a reasonable cost and profit sum.

12.1.5. ARCHITECT'S POWERS AND DUTIES

If unit prices are agreed upon, but subsequent changes render the originally agreed prices inequitable, the architect may adjust the prices in the Change Order.

If concealed conditions as described are found, the Contract Sum may be 'equitably' adjusted by Change Order if conditions are reported within 20 days of discovery.

12.2.1. CONCEALED CONDITIONS

Issue Change Orders to amend the Contract Sum in respect of concealed conditions.

12.3.1. CLAIMS FOR ADDITIONAL COSTS

Determine additional costs if there is no agreement between owner and contractor, and issue Change Order.

Claims for additional cost by the contractor must be made to the architect within 20 days of the event in writing.

12.4.1. MINOR CHANGES IN THE WORK

Make minor changes without consulting the owner only in matters not affecting the Contract Sum or contract time (in writing), and not inconsistent with the intent of the Contract Documents.

Minor changes made by the architect bind the owner and contractor. The written orders shall be carried out 'promptly'.

Wisconsin Architect/October, 1982
<table>
<thead>
<tr>
<th>Article/Clause</th>
<th>Content</th>
<th>Architect's Powers/Duties</th>
<th>Comment</th>
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<tbody>
<tr>
<td>13.1.1.</td>
<td>Uncovering of work</td>
<td>Write to the contractor if appropriate to request uncovering of work for observation.</td>
<td>Uncovering will be at the contractor's expense if the work was covered contrary to the architect's request or the contract documents (supplementary conditions).</td>
</tr>
<tr>
<td>13.1.2.</td>
<td>Request other work not specifically mentioned in the contract documents to be uncovered. If the work conforms, issue a Change Order for the additional work and cost.</td>
<td>If the work requested for uncovering conforms, the owner pays. If it does not, the contractor pays.</td>
<td></td>
</tr>
<tr>
<td>13.2.1.</td>
<td>Correction of work</td>
<td>Work rejected by the architect must be remedied 'promptly' by the contractor. Architect's additional expenses also charged to the contractor.</td>
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<tr>
<td>13.2.5.</td>
<td>Fix 'reasonable' time in which to correct defective or non-conforming work in writing. Issue Change Order if sales of contractor's equipment do not cover costs contractor should have borne if owner forced to sell equipment, and balance charged to contractor.</td>
<td>If the contractor does not remedy the defective work in the reasonable time, the owner can remove and store materials and equipment at contractor's expense. If within 10 days the contractor has not paid for removal or storage, the owner, after 10 days additional written notice, can sell the materials and equipment in question.</td>
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<tr>
<td>13.3.1.</td>
<td>Acceptance of defective or non-conforming work</td>
<td>Issue Change Order reducing the Contract Sum if required to accept defective or non-conforming work by the owner's request.</td>
<td></td>
</tr>
<tr>
<td>14.1.1.</td>
<td>Termination by the contractor</td>
<td>If the work is stopped for any of the stated reasons for 30 days, the contractor may, after 7 days notice in writing to the architect and owner terminate and recover costs from the owner.</td>
<td></td>
</tr>
<tr>
<td>14.2.1.</td>
<td>Termination by the owner</td>
<td>Certify 'sufficient cause' exists for the owner to terminate the contract.</td>
<td>If the contractor breaches the stated conditions, the architect may certify that sufficient cause exists for the owner, after 7 days written notice to the contractor, to terminate the contract and finish the work. The AIA warns that this may be void in certain circumstances under the Federal Bankruptcy Act 1979. Termination should therefore be carried out with the assistance of legal counsel.</td>
</tr>
<tr>
<td>14.2.2.</td>
<td>Certify the amounts to either the owner or contractor to settle the financial relationship between them.</td>
<td>If the unpaid balance exceeds the cost of finishing the work (including architect's additional fees), the contractor is paid the excess. In reverse circumstances, the contractor must pay the difference. This is certified by the architect upon application (9.4.).</td>
<td></td>
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ON THE BOARDS

ARCHITECTS: Kahler, Slater and Scott
PROJECT: Lincoln Memorial Bridge Replacement on Milwaukee's Lake Front

Eighteen flagpoles and eight pair of bronze-and-concrete light pylons will mark the way to Milwaukee's War Memorial Center when the replacement for the Lincoln Memorial Bridge is completed.

ARCHITECTS: Birschbach & Associates. Ltd. Kaukauna, Wisconsin
PROJECT: Proposed Addition & Masterplan For Covenant Christian Reformed Church Appleton, Wisconsin

Phase 1 — The existing 3200 sq. ft. multipurpose building seating 180 in the Centrum.
Phase 2 — An addition consisting of 5 classrooms, pastor's study, kindergarten, and yard storage space.
Phase 3 — An addition for education in the form of a multipurpose space providing for a total of 320 students; and a permanent worship space seating 400 with narthex and auxiliary spaces.

Phase 2 construction will assimilate that started in Phase 1 with earthberming of the north facade, hardwood siding, and asphalt shingles. The south facade will be of glass providing for passive solar heating. All interior partitions are demountable for maximum flexibility in future expansion.

ARCHITECTS: Kenton Peters and Associates; Orput Associates
PROJECT: Madison Federal Courthouse

The new federal courts building for the western district of Wisconsin is scheduled for a December, 1982 construction start on a site in downtown Madison. The 75,000 square foot building will provide space for three federal courts, the bankruptcy court, the magistrate, and three federal judges. Additional office space is provided for court support functions such as clerk, U.S. Attorney, U.S. Marshall, and probation. The steel structure five story building is sheathed in dark blue steel wall panels contrasting with circular stair towers of red panels and accents of highly polished stainless steel. The architects are a joint venture of Kenton Peters and Associates, Madison and Orput Associates, Milwaukee.

ARCHITECTS: Pfaller Herbst Associates, Inc. Yarbro-Kempinger Architects
PROJECT: Restoration of Grand Opera House Oshkosh, Wisconsin

The architectural team of Pfaller Herbst Associates, Inc. and Yarbro-Kempinger Architects are preparing plans for the renovation of the 1883 Grand Opera House for use as a performing arts center and multi-use facility. The 800-seat theater will be restored as closely as possible to its original elegance.

The project, which has involved programming and master planning, is currently in the design development phase. This phase involves many undertakings, such as reconstruction of the original entrance which was sealed off by a brick wall; eliminating the present corner entrance and then restoring the building to its original design; reconstructing the box seats; replicating an elaborately stenciled ceiling; and cleaning, tuck pointing, and replacing all missing cream city brick.

The team will also be responsible for construction documents and on-site field representation.

Pfaller Herbst Associates,
(414) 271-5350.
Yarbro-Kempinger
(414) 335-3310.
MONEY IN THE BANK

The WSA recently endorsed a group Workmen's Compensation Plan. As you are probably aware, the rates for Workmen's Compensation Coverage in Wisconsin are established by law which makes it appear that all policies are equal. Wrong!! The plan endorsed by WSA pays a dividend. Most policies for Workmen's Compensation Coverage don't pay a dividend.

The icing on the cake is that Wisconsin participants in this group plan are lumped with participants from other states where the premiums are greater than in Wisconsin. This means that Wisconsin participants should obtain a greater dividend on a per dollar basis than plan participants from other states.

Sound too good to be true? We still haven't found any holes in the theory. In fact the WSA is so committed to this plan that the WSA office has switched to this group plan coverage. The dollars involved aren't big, but it will certainly pay for beer for several months.

For more information on the WSA sponsored Workmen's Compensation Plan, contact Karen or Sandra at the WSA office.

HSR ELECTS NEW PRESIDENT

Roger D. Roslansky, 48, has been elected President of HSR Associates, Inc., an architectural, engineering, planning and energy management firm with offices in La Crosse and Madison.

The announcement was made following the annual stockholders meeting and election of the HSR Board of Directors. Other members of the Board include Harry A. Schroeder, Robert B. Hacker, Robert J. Saphner and James E. Knothe.

FILM SERIES - MILWAUKEE

The University of Wisconsin-Milwaukee School of Architecture and Urban Planning Alumni Association is presenting a film series. The films are shown at Englemann Hall Auditorium on the UW-M Campus in Milwaukee...2033 East Hartford Avenue. All films start at 7:30 p.m. and a donation of $1.50 per person is requested.

On November 4, 1982 the film will be "The Ascent and Demise of 'Modern Architecture' ".

Two films will be shown each 1 hour in length and both in color. The first is "The Ascent of Man: A Grain in the Stone" where J. Bronowski shows the evolution of architecture and the second film "Shock of the New: Trouble in Utopia" has Robert Hughes destroying the myths of 'Modern Architecture' starring Le Corbusier, Mies van der Rohe, Walter Gropius, and others. Late 1970's productions.

For further information contact Patrick J. Meehan, AIA at (414) 547-6721 ext. 248 or (414) 327-2842.
MEMBERSHIP ACTIONS

PRINE, EUGENE R., was approved for AIA Membership in the Southwest Wisconsin Chapter.

TEIPEL, THOMAS P., was approved for AIA Membership in the Southeast Wisconsin Chapter.

KAVANAGH, JEFFREY, was approved for Prof. Aff. Membership in the Southwest Wisconsin Chapter.

MARQUART, JAMES E., was approved for AIA Membership in the Northwest Wisconsin Chapter.

LUND, DAVID A., was approved for AIA Membership in the Northeast Wisconsin Chapter.

BAER, JOHN A., was approved for AIA Membership in the Northeast Wisconsin Chapter.

SORENSEN, RICHARD L., was approved for Associate Membership in the Southeast Wisconsin Chapter.

EIDEN, STEPHEN J., was approved for AIA Membership in the Southeast Wisconsin Chapter.

WHALEY, MICHAEL E., was approved for AIA Membership in the Southwest Wisconsin Chapter.

BOOTH, JAMES A., was approved for Associate Membership in the Southwest Wisconsin Chapter.

KLETT, JOHN, was approved for AIA Membership in the Southwest Wisconsin Chapter.

ESKENAZI, PAUL B., was approved for Associate Membership in the Northwest Wisconsin Chapter.

MESS, JOHN L., JR., was approved for AIA Membership in the Southeast Wisconsin Chapter.

MERZ, GORDON C., was approved for Prof. Aff. Membership in the Southeast Wisconsin Chapter.

GAN ThER, ALFRED R., was approved for AIA Membership in the Northeast Wisconsin Chapter.

1982 FALL WORKSHOP — A SUCCESS

Over 160 architects gathered in La Crosse September 17 for the 1982 Fall Workshop. Coordinated by Val Schute, AIA, Jim Gersich, AIA, and many La Crosse area architects. The workshop received very positive comments from those in attendance.

Program speakers, Jean Paul Carlhian, Charles Moore, and Richard Williams spoke on the topics of Form, Function and Fantasy. The program included a panel discussion of slides submitted by participating architects.

The Fall Workshop was recorded by La Crosse radio station WLSU and will be edited into three one-half hour radio shows. These shows will be broadcast on WLSU and promoted for replay to other public radio stations, both within Wisconsin and throughout the upper midwest.

Carlhian, Moore and Williams
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Keep in mind that professional liability insurance is available for arbitration claims. Some professional liability insurance companies do not want their insureds to be bound by agreements making arbitration the sole and exclusive remedy for dispute resolution. Architects should consult with their insurance advisors prior to signing a contract which makes such provision.

James T. Potter, AIA, of Madison has been appointed by Governor Dreyfus to the Wisconsin Historic Preservation Review Board. Gordon Orr, FAIA, is chairman of that Board.

Wendell H. Isley, AIA, has been granted Emeritus status by both the WSA and the AIA.

The firm of Kahler, Slater and Scott has changed its name to Kahler, Slater, Torphy, Engberg, Inc. David Torphy, AIA and Charles Engberg, AIA, have become partners in the firm.

The offices of Pfaller-Herbst Associates have moved to the Bank of Milwaukee Building. Their new phone number is 271-5350.

The firm of Root and Brink Architects has changed their name to K. Brink and Associates. The address and phone number remain the same.
If a person becomes injured because of an unsafe condition created by a contractor on the construction site, a claim can be brought against the architect charged with administering the construction contract. The theory behind this type of claim is that the architect knew or should have known of the dangerous condition and had a duty to take some action to eliminate it.

What can be done to minimize the architect’s liability for the type of claim?

The major protection against this type of liability for the design professional is to provide explicitly and expressly in the contract with the owner that the design professional does not have responsibility for safety conditions at the construction site.

Use the AIA Owner/Architect form contract. If you don’t use the AIA forms, read the fine print of the contract you are using to minimize your risk of successful claims. Don’t use form contracts and you can be assured of being in a position of providing substantial contribution toward your attorney’s children orthodontic bills.

After a one years sabbatical, the Wisconsin Society of Architects Annual Art Show will be integrated into the WSA’s 1983 Convention. Convention Chairperson Emma Macari, AIA, is putting all artists on notice. Begin thinking about what you will submit to be displayed. More information to follow.
POSITION: Dean, School of Architecture and Urban Planning

JOB DESCRIPTION: The Dean is concerned with the administration and continued development of the School of Architecture and Urban Planning at the University of Wisconsin-Milwaukee, a Ph.D. granting, metropolitan campus with eleven professional schools and an enrollment of over 26,000 students. The School of Architecture and Urban Planning currently has baccalaureate through doctoral programs in Architecture and a master’s program in Urban Planning.

The Dean’s responsibilities include the recruitment of faculty, management of personnel, budget and facilities within the existing provisions of University policy. The Dean’s duties also include continuing programmatic development at both graduate and undergraduate levels, work with outreach activities, as well as academic faculty on campus. The Dean reports to the Vice Chancellor.

QUALIFICATIONS: A terminal degree in Architecture or Urban Planning is required. A doctoral degree in architecture, urban planning or closely related field is preferred, or the equivalent in terms of outstanding, creative, theoretical and/or research contributions in the candidate’s field. Candidates with administrative experience in an academic context are preferred.

The following criteria will be considered as primary qualifications:

- An active background in the profession of architecture or urban planning;
- Administrative and organizational experience at a university, including preparation and administration of budgets;
- Demonstrated teaching and research skills;
- A successful record in securing funds from extramural sources.
• Understanding of and commitment to a system of faculty governance;
• Solid commitment to affirmative action;
• Understanding of and commitment to the University's urban mission;
• Receptivity to student input;
• Receptivity to, and the ability to stimulate innovative teaching, research and administrative methods.

The candidate must be available for employment no later than July 1, 1983.

**SALARY RANGE:** Competitive

**APPLICATIONS:** Nominations/applications should be submitted no later than November 15, 1982. Nominations should include a brief resume of the nominee; applications must include a curriculum vitae and the names and addresses of at least three references. Submit to:

Dr. William H. Smith, Chairperson, Search and Screen Committee
Chapman Hall 116
University of Wisconsin-Milwaukee
P.O. Box 413
Milwaukee, Wisconsin 53201
Telephone: (414) 963-4037

Editor's Note: John Simonitsch, AIA, is on the selection committee for the position of Dean at UW-M SARUP. The Wisconsin architectural community is encouraged to take an active role in identifying potential candidates and submitting their names to the selection committee.

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