

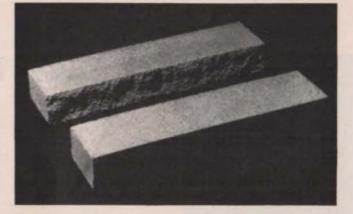
Architect: James Ingraham Clark, TSA-AIA, Corpus Christi. IN THIS ISSUE

AUGUST

Why Building **Costs Are Higher**

New AIA Standard Architect-Client **Agreement Described**

Representative Selection Made By **Coastal Bend Chapter**



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CONTROL



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THE TEXAS ARCHITECT

VOLUME 8

AUGUST, 1957

NUMBER 5

Official Publication of THE TEXAS SOCIETY OF ARCHITECTS The Texas Regional Organization of The American Institute of Architects

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WHY BUILDING COSTS ARE HIGHER

The reason building casts are higher is obvious to anyone who purchases anything today—from 31c cigarettes to a \$1.50 haircut, and not just to pick on cigarette manufacturers and barbers. Everything is higher.

The rather startling degree to which costs have climbed is clearly illustrated by recent figures of the Western Tax Council, guated here by permission of the Houston CHRONICLE and Chicago DAILY NEWS. To put it briefly, a man with a wife ond two children who earned \$5,000 in 1939 will have to earn \$12,410 in 1957 just to stay even. And this takes into account the effects of inflotion, the rise in personal income taxes, and the increase of corporate income taxes.

The council compiled this table for the mythical taxpayer with a wife and two children:

1939 Earnings	Equivalent 1957 Earnings
\$1,200	\$2,433
1,800	3,924
2,500	5,780
3,000	7,193
4,000	9,749
5,000	12,410
7,500	19,599
10,000	27,227
15,000	47,557
25,000	102,109

"The major responsibility for this lamentable situation lies in the large federal budgets we have enocted over the years," said Frank E. Packard, executive vice-president of the council, which has offices in Chicago.

The President's Letter

By Fred J. MacKie TSA-AIA

President.

Texas Society

of Architects

One of the important groups within TSA is the Publication Board, the members af which are listed on this masthead page of the TEXAS ARCHITECT each month. The Publication Board has the important task of guiding the editorial staff responsible far the actual production of the magazine circulating to 8500 carefully-selected Texans over the state.

At a five-hour meeting attended by representative Publication Board members from every part of Texas, a broader future for the TEXAS ARCHITECT was charted in Austin August 3. Basic policies were exomined, and the needs to be fulfilled in the next few years by the magazine were carefully studied. Board members then discussed in great detail a list of 24 specific recommendations for broadening editorial caverage. The result was a series of recammendations to the Executive Board of TSA and to the Public Relations Committee, key TSA group which has functions and helps to set programs that interlock to a considerable extent with those of the Publication Board.

This August 3 meeting, bringing together men from every section of the state representing the 13 Chapters, is typical of the continual activity within a large professional organization. Out of the Austin meeting, in due time, will come a TEXAS ARCHITECT with more pages per issue and a somewhat broadened caverage, emphasizing a number of facets concerning architecture which have been found to be of unsual interest to both the public and the practicing architect. The members of the Publication Board, although they must invest a considerable amount of their own time in the process, will profit by additional participation in TSA affairs, and by having helped to produce a magazine of greater service to public and practitioner alike, Readers of the TEXAS ARCHITECT will benefit also as the publication gradually expands its coverage and brings about a wider understanding of the functions and services of the orchitect.

Representative Selection, Coastal Bend Chapter, AIA

PROJECT: International Business Machines Building, 520 South Chaparral Street, Corpus Christi

ARCHITECT: James Ingraham Clark, TSA-AIA, of Corpus Christi

GENERAL CONTRACTOR: Braselton Construction Company, Corpus Christi

The new International Business Machines Building at 520 South Chaparral Street overlooking Corpus Christi Bay has been selected by the members of the Coastal Bend Chapter, AIA, as representative of recent work in the Chapter area.

The building is built on the side of "The Hill" overlaoking Water Street, Shoreline Drive, The Civic Center and the bay. Advantage has been taken of the site to include drive-in parking on the lower level and an intermediate level - without the use of inside ramps. Abave these two lower levels IBM has its main offices and display rooms on the Chaparrol Street front (Corpus Christi's main street). The lobby contains the usual office building facilities of coffee bar and cigar stand, plus restroom facilities. Above the Choparral Street floor are three more floors of offices which are leased to business and professional firms. The structure is topped with a penthouse, divided into three rental oreas. The penthouses have been designed to serve as office ond/or living quarters, having full bathroom facilities, kitchens ond a bedroom in each. There is a potio overlooking the bayfront. The penthouses have wood-burning fireplaces, and have been completely carpeted and furnished.

As in mast of IBM's new facilities throughout the country, the architect has provided for all utilities to be controlled by an electronic central control system. Wide use of IBM equipment is made throughout the building, to supervise heating, lighting, air-conditioning, signolling ond music programming. A self-service, electronically-cantrolled and operated elevator serves the building. Each separate floor has its own individuolly-controlled heating and airconditioning unit.

PRECAST CONCRETE USED

Structure is of precast lightweight concrete units with curtain wall panels on two sides, and the other elevations are of mosonry construction. The planning of the building involved the organization of space and use af the various levels on a difficult site. Much attention was paid to the type of construction so the building could be quickly erected for use by IBM's expanding operations in the Corpus Christi area. Visitors at the November convention of TSA will probably not remember seeing this structure on the skyline — as ground breaking had just taken place at that time. The building was ready for occupancy by IBM on April 15, 1957.

Total square footage is approximately 28,500. Ceilings are acoustic plaster — suspended. Lighting throughout is fluarescent. Window washing and wall cleaning can be accomplished for each floor from the overhangs. An access door at each floor is provided from the utility space so that tenants need not be disturbed. Exterior brick is salmon velaur foce brick; curtain wall panels in aluminum frames are blue; all glass is heat-absarbing plate. Much color has been used through the building in tile, floor covering, etc.

At the grand opening dedication in May, IBM officials including F. G. Smith, chief of IBM communications and a director of the compony, from New York; L. E. Clark, Dallas District manager; and R. E. Strauss, Corpus Christi District engineer, attended. Also present were Mayor Farrell D. Smith and Chamber of Commerce President Jack Ryan of Corpus Christi.

The IBM Building is completely landscoped with grass, palm trees and trapical plantings which blend with the hill-side site to enhance the structure.



Coastal Bend Chapter Selection

Another exterior view of the new IBM Building overlooking Corpus Christi Bay, which has been selected by members of the Coastal Bend Chapter, AIA, as representative of recent work in the Chapter area.

The building is of precast lightweight concrete units with curtain wall panels on two sides, the other elevations being of masonry. The building has made use of striking color combinations, with an exterior of salmon-colored face brick and blue curtain wall panels of aluminum.

The architect was James Ingraham Clark, TSA-AIA of Corpus Christi.

Writer Predicts 70,000 New Churches, Synagogues By 1967

"It is reasonable to expect that in the coming 10 years some 70,000 churches and synagogues will be constructed," predicts Gearge Cline Smith, noted construction economist, in RE-LIGIOUS BUILDINGS FOR TODAY, just published by F. W. Dodge Corporation, New York. The important question for those who will share in this construction is: Will our building be successful? Perhaps the most important move toward assuring success is engoging competent architectural service from the very beginning.

In this new back ore surveys of 35 outstanding churches and synagogues with covering commentary and photographs, plus additional longer text sections by notable contributors. All this material gives a solid indication of what needs forthcoming buildings must fulfill, in addition to showing inspiring examples of successful religious architecture for today.

These new buildings will "only flower in the moment, if they are rooted in eternity," occording to Otto Spaeth, one of 12 contributors to the book and a noted collector and authority in the field of liturgical arts. Our buildings, Mr. Spaeth continues, must not be copies from a European past, and they must be for eternity os we apprehend it "through o glass darkly." Mr. Spaeth's point is that the "glass" through which each oge glimpses its eternity moy clear ar darken but its change is inevitable, and the vision of ane age, no matter how fruitful, can never flower eternally.

Mr. Spaeth writes with wit and insight of the architectural blunders we have committed in our religious buildings because we have neglected to plan them in the context of our daily lives.

NO RESTRICTIONS

The religious buildings included in this book know no restrictions of geographical location, religious faith, nationality, nor architectural style. The only point of similarity between these buildings is that they are oll of today and were planned to fit into the active, everyday lives of their communiconts.

In over 300 photographs and drawings, the exteriors, interiors, and many special features, such as lighting, works of art, and furnishings, are readily accessible as a source of creative ideas and esthetic enjoyment.

In addition to the photographic and textural coverage of these 35 religious projects, RELIGIOUS BUILDINGS FOR TODAY contains special sectians dealing with getting good church architecture, planning church schools, worship and the arts, and other important topics written by leading secular authorities, clergymen, and architects.

C. D. Adams Elected Producers' Council President By Houston Chapter

The Houston Chapter of the Producers' Council has elected C. D. Adams of Minneapolis-Honeywell Co. president; G. W. "Gene" Summy of Crane Co., 1st vice president; James Antill of Dunne Co., 2nd vice president; R. P. Butler af Armstrong Cork Co., secretary; and Oscar G. Toelke, of The Koppers Co., Inc., treasurer.



HERE'S POSITIVE PROOF

JOB: St. John's Seminary, San Antonio NO. OF UNITS: Three Separate Buildings TOTAL BUILDING AREA: 85,000 Square Feet DATE STARTED: June 6, 1956 DATE COMPLETED: October 5, 1956

... PROOF THAT WHEN TIME IS A MAJOR FACTOR, PRE-CAST, PRESTRESSED CONCRETE IS THE ANSWER, AND A BEAUTIFUL, PRACTICAL, ECONOMICAL ANSWER, TOO!

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TEXAS STRESSED CONCRETE CORPORATION 7107 SOUTH ZARZAMORA STREET P. O. BOX 10368 SAN ANTONIO, TEXAS

Southwest Concrete Names W F. Tracy Production Chief

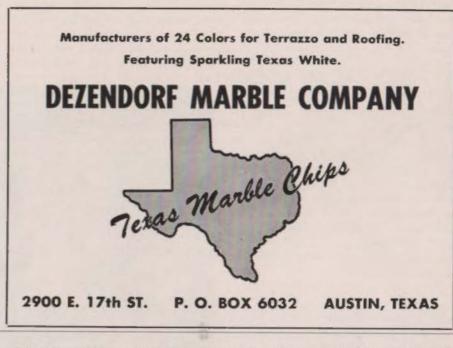
George Bickel, President of Southwest Concrete Materials Corparation of Little Rock and Poyen, Ark. has announced the naming of W. F. Tracy as Vice-President in Charge of Production for the company. Mr. Tracy will be in charge of designing and construction for the company's \$750,000 plant which will begin building ot Poyen in August. SCMC will produce lightweight concrete aggregate materials, rack, stone, sand and gravel. It is expected that the sond and gravel operation of the company will begin immediately.

Southwest Concrete Materials Corporation was recently organized to produce lightweight concrete aggregate materials.

Mr. Bickel, formerly of Dallas, was chief engineer for the Southwest Prestress Company of Dallos and Houston, manufacturing slobs, decking and precost forms from lightweight concrete oggregate. Prior to that he was sales manager of the Featherlite Corporation of Dallas.

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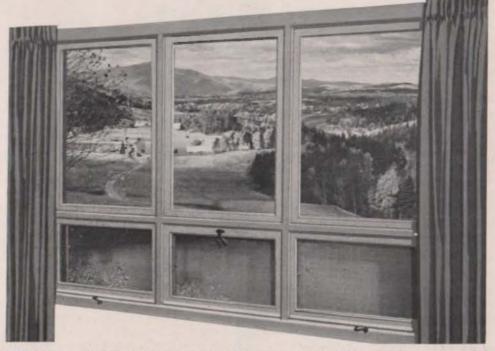


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MADE IN THE SOUTH'S LARGEST STANDARD MILLWORK PLANT

Applications Being Received For Fulbright Scholarships

Young American architects will have a chance to study obroad under the Fulbright scholarship program for 1958-59. Competition for these awards has opened and architects may apply between now and next November 1.

A chance to compare American and foreign design and to study foreign architectural developments is given to qualified candidates under the program authorized by the Fulbright Act. Participating countries of particular interest to young architects are Australia for city and regional planning, Denmark for city planning, form building and landscape architecture (for advanced students only), Greece for classical architecture, Italy for general architecture and an especially good seminar under the auspices of the National Institute of City Planning in Rome, and the Netherlands for general architecture and garden and landscape architecture (for advanced students only).

Fulbright awards for pre-doctoral study and research in Europe, Asia and Latin America cover transportation, tuition, books and maintenance for one academic year.

BASIC REQUIREMENTS

Basic eligibility requirements for these foreign study fellowships are United States citizenship, a college degree or its equivalent by the time the award will be used, knowledge of the language of the country of application sufficient to carry on the proposed study, and good health. Preference is given to applicants not more than 35 years of age.

Countries in which grants for graduate study are available under the Fulbright Act are Australia, Austria, Belgium, Burma, Chile, Denmark, Finland, France, Germany, Greece, India, Israel, Italy, Japan, the Netherlands, New Zealand, Norway, the Philippines, and the United Kingdom. In the Asian countries—Burma, India, Japan, and the Philippines, os well as in Greece, mature candidates are preferred.

900 AMERICANS PARTICIPATE

The Fulbright pragram is part of the international educational exchange activities of the Department of State. It will give more than 900 American citizens the chance to study abroad during the 1958-59 academic year. Since the establishment of the program over 6000 American students have received grants for foreign study. Persons interested in these awards can receive further information by writing to the Institute of International Education in New York City ar its regional affices for the brochure "United States Gavernment Grants." The Information Divisian of IIE will also answer inquires from applicants concerning study facilities abroad.

The Texos Regional office is located at 401 Milam Building, Texas Avenue & Milam Street, Houston 2, Texas.

Martin Kermacy, TSA-AIA of Austin, returned last year from 12 months of study in Europe as a Fulbright scholar.



ACOUSTICAL HANGING MEMBERS MADE IN TEXAS BY

You'll find complete information on the Kelley H Member System, Concealed Z Member System, and Exposed Z Member System in Sweet's Cotalog. These systems, plus the Kelley C System, are designed for fost installation and for non-twisting, non-sagging life. Made in Texas, your clients will benefit from a quality praduct and will pay less freight. In the fields af precision metal stamping and roll forming Kelley is a leader in the Southwest. You can depend on these Kelley systems, engineered right, made right. Actual samples and prices of each part will be sent on request.



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New AIA Standard Form Of Agreement Between Architect And Client

By Murrell Bennett

TSA AIA of Dallas, Chairman of TSA Office Practice Committee

The standard agreement between the Architect and his Client, a basic document of great importance to both parties, is being updated by the American Institute of Architects. The Office



Practice Committee of the Institute, after two years of study, has developed a new draft which is somewhat more detailed but which sets out more clearly the responsibilities of

Murrell Bennett the Architect and also those of his Client when he employs an Architect.

David C. Baer, TSA-AIA of Houston, chairman of the national AIA Office Practice Committee, hos been instrumental in the long manths of work resulting in the new draft. He recently received the caveted Edward C. Kemper Award for his efforts as head of the National Office Practice Committee.

This new form is prepared in three types based on the method of payment. The usual Percentage of Project Construction Cast type is the prototype, but from this have also been developed types for use when "A Multiple of Direct Personnel Expense" or "A Professional Fee Plus Expense" form the basis of payment.

The chief goals of the Committee were:

 a. To update the stipulations in the Client-Architect Agreement to conform to today's practice in the architectural profession.

b. To upgrade, whenever possible, the level of professional practice.

c. To meet criticism directed of the present Client-Architect Agreement forms by both AIA members ond those outside the profession.

The specific objectives were:

a. To reduce the partly unilateral nature of the Agreement presently in use by providing a statement of work which covers adequately, with a minimum of detail, the services which the Architect performs for the Client.

b. To establish four phases for the work in order to provide a full pracedure for obtaining Client approval during the progress of the work.

c. To better designate specific special services not included under the basic rate, and to provide payment therefor in a specific manner should such services be required due to unexpected circumstances in connection with any particular project.

d. To set out special items of expense to be reimbursed to the Architect, and establish a procedure for such reimbursement.

e. To incorporate in the document the Architect's specific responsibility for keeping the Client informed of the probable cost of the project.

f. To state any existing budget limitations.

g. To provide that the Architect shall maintain his accounting an a recognized basis insofar as reimbursable items and the Owner-Contractor accounts are concerned. h. To provide a means of termination by either the Client or the Architect in case either becomes delinquent under the Agreement.

i. To specify insurance to be carried by the Architect, so that the same responsibility required of the construction contractor in this regard is carried out by the Architect.

The following draft of the Agreement for use when payment to the Architect is based on a Percentage of the Project Construction Cost, and including the statement of the Conditions of the Agreement beginning on the adjoining page, is the draft recommended by the Committee. It marks a milestone in the progress of improving the Standard Documents of the American Institute of Architects.

The "Statement of Conditions" may be used separately as an enclosure in a form type letter to set out the usual "Conditions of the Agreement" between the Architect and his Client, if a formal contract is not required.

When finally approved by the Board of Directors, AIA, these Agreements in printed form may be obtained for use from AIA Headquarters, 1735 New York Avenue, N. W., Washington 6, D. C.

THE STANDARD FORM OF AGREEMENT
BETWEEN CLIENT AND ARCHITECT
AIA DOCUMENT (Number to be assigned)
CLIENT-ARCHITECT AGREEMENT - BASED ON
PERCENTAGE OF PROJECT CONSTRUCTION COST
Issued by The American Institute of Architects
A 11. 1 10.57

Copyrighted 1957

THIS AGREEMENT mode the	day of	in the year
Nineteen Hundred	in	
BY AND BETWEEN		
	whose relationship to t	his project is that of:

				_	,	hereinofter	called	the	Client, or	hd
					,	hereinafter	colled	the	Architect	
WITNESSETH.	Thot	whereas	the	Client	intends	to				

hereinofter called the Project.

NOW, THEREFORE, The Client and Architect for the consideration hereinafter set forth agree as follows:

The Architect agrees to perform professional servcies as hereinafter set forth for the above project.

The Client agrees to pay the Architect as compensation for the basic services per cent (%)

of the Project Construction Cost, hereinafter referred to as the Basic Rate, with other payments and reimbursements as hereinafter provided, and he further agrees that the Basic Rate applies to the project let under a single construction contract. If work is let on a cost-plus basis, increase the Basic Rate to

per cent (_____%) an such cost-plus work. If partians of the work are let separately from the general construction contract, increase the Basic Rate for such work let separately to_____per cent (____%).

THE PARTIES HERETO FURTHER AGREE TO THE FOLLOWING CONDITIONS:

CONDITIONS OF THE CLIENT-ARCHITECT AGREEMENT

When Payment to the Architect Is Based on a Percentage of Project Construction Cost

I. BASIC SERVICES OF THE ARCHITECT

1. SCHEMATIC DESIGN PHASE

a. The Architect shall consult with the Client to ascertain the requirements of the project and shall confirm such requirements to the Client.

b. He shall prepare schematic design studies leading to o recommended solution together with a general description of the project for approval by the Client.

c. He shall submit to the Client o statement of the probable project construction cost based on current area, volume or other unit costs.

2. DESIGN DEVELOPMENT PHASE

a. The Architect shall prepare from the approved schematic design studies, the basic design development dacuments including plans, elevations and other drawings and outline specifications to fix and illustrate the size and character of the entire project in its essentials os to kinds of materials, type of structure, mechanical and electrical systems and such other wark as may be required to integrate the design.
b. He shall submit to the Client o further statement of the probable project construction cost and, when authorized by the Client, abtain a semi-detailed estimate of such cast.

3. CONSTRUCTION DOCUMENT PHASE

a. The Architect shall prepare from the approved design development documents working drawings and specifications setting farth in detail and prescribing the work to be done, and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical, and site work, and for service-cannected equipment, and the necessary bidding information, proposal and contract forms, and general and special canditions of the contract.

b. He shall submit to the Client adjustments to previous statements of the probable project construction cost resulting from changes in scope, requirements or market conditions and when authorized by the Client, obtain a detailed estimate of such cost. Due to market fluctuations and other canditions beyond his control, the Architect does not guarantee statements or estimates of project construction costs.

4. CONSTRUCTION PHASE

a. The Architect shall assist the Client in obtaining proposals from contractors, and in awarding and preparing construction contracts.

b. The Architect shall keep the Client informed of project work; check and approve schedules and shop drawings for general compliance with design only; maintain construction occounts; prepare change orders; examine contractors' applications for payment; issue certificates for payment in amounts approved by the Architect; provide general administratian of the construction contract including periodic inspections at the site; confirm date of substantial completion; make final inspection of the project; assemble written guarantees required of the contractars; and issue the Architect's certificate of final completion and final certificate for payment.

c. The Architect shall endeavor to guard the Client against defects and deficiencies in the work of contractors, but he does not guarantee contractors' performance under their contracts. e. The Architect, if requested by the Client in writing, will make on inspection of the project prior to expiration of the guarantee period and report observed discrepancies under guarantees provided by the construction contracts.

II. EXTRA SERVICES OF THE ARCHITECT

The following services, if performed due to unusual circumstances, cause the Architect extro work and expense, and shall be paid for by the Client os provided for in Article VI: Making planning surveys and special analyses of the Client's needs to clarify his requirements for the project.

Making measured drawings of existing construction when required for planning additions or alterations thereto.

Revising previously approved drawings or specifications to accomplish changes offered by the Client.

Preparing documents for alternate bids and change orders. Supervising the replacement of any work damaged by fire or other cause during construction. Arranging for the work to proceed should the contractor default due to delinquency or insolvency;

Providing prolonged contract administration and inspection of construction should the construction contract time be exceeded by more than 25% due to no fault of the Architect.

Preparing os-built drawings showing construction changes in the work and final locations of mechanical service lines and outlets, if required by client.

III. THE CLIENT'S RESPONSIBILITIES

1. The Client shall provide full information as to his requirements for the project.

2. The Client shall designate, when necessary, representatives outhorized to act in his behalf. He shall examine documents submitted by the Architect and render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work. He shall observe the procedure of issuing orders to contractors only through the Architect.

3. The Client shall furnish or direct the Architect to obtain at the Client's expense, a certified survey of the site, including grades and lines of streets, alleys, pavements, and adjoining property, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; lacations, dimensions, and complete dato pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines bath public and private; and soil mechanics investigation tests and reports necessary for determining subsail canditions.

4. The Client shall pay for structurol, chemical, mechanical, or other tests when required.

5. The Client shall arrange and poy for legal and auditing advice and services required for the project.

IV. ESTIMATES OF PROJECT CONSTRUCTION COST

1. If a fixed limit af project construction cast is stated hereinbefore, or if otherwise authorized by the Client, esti-

mates of construction cost prepared in semi-detailed form by an experienced estimator will be secured but not guaranteed by the Architect and will be paid for by the Client. **2.** If the estimated construction cost or the lowest bona fide proposal is in excess of any limit stated herein, the Client shall give written approval of an increase in the limit or he shall co-operate in revising the project scape and quality to reduce the cost os required.

V. PROJECT CONSTRUCTION COST

1. Construction Cost of a project as herein referred to means the total cost of all work designed or specified by the Architect, including change orders, but does nat include any payments mode to the Architect or consultants.

2. Project Construction costs shall be based on:

a. The Architect's latest statement of probable project construction cost as defined above.

b. Estimate of project construction cost as defined above.

c. Lowest or accepted bona-fide Contractor's proposal received for any or all portions of the project including alternate proposals.

3. When labor or material is furnished by the Client below its market cost, the consideration cost of the work shall be computed on its current market cost.

4. No deduction shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

VI. PAYMENTS TO THE ARCHITECT

 Payments on Account of the architect's basic services shall be in proportion to the Basic Rate stated hereinbefare as follows:

a. A retainer of 5 per cent of the Basic Rate will become due upon the execution hereof and will be the minimum payment on occount to this agreement.

b. Subsequent payments shall be made monthly to increase the compensation to the following percentages of the basic rate of the completion of each phase of the work:

- 1) Schematic Design Phase 15%
- 2) Design Development Phose 35%
- 3) Construction Document Phase 75%
- 4) Award of Construction Contract 80%
- 5) Completion of Project 100%

2. Payments for extra services of the architect as described in Article II above, shall be made in the following month on the basis of times the Direct Personnel Expense incurred by the Architect. Direct Personnel Expense shall include the time of principals and personnel of the Architect's office directly engaged in performing such extra services pertaining to the project. A principal's time shall be included at the rate of per hour, and the time of the office personnel at current rates and conditions. Any engineers' or other cansultants' time required in cannection with these extra services shall be paid for at times the net expense to the Architect.

VII. REIMBURSEMENTS TO THE ARCHITECT

Disbursements made by the Architect in the interest of the project for the following incidental and indeterminable expense items shall be reimbursed monthly by the Client: 1. Expense of transportation and living of principals and personnel when traveling in connection with the project; long distance calls and telegroms; reproduction of drawings and specifications, excluding copies for Architect's office use and duplicate sets at each phase far the Client's review and approval; and fees paid for securing approval af authorities having jurisdiction over the project.

2. The expense of special items authorized in advance by the Client including: Project Inspector, overtime work requiring higher than regular rates, estimates of project construction cost, and display perspectives or models for Client's use.

3. The fees of special consultants, for other than the normal structural, mechanical and electrical engineering services, when their employment is authorized by the Client.

VIII. ACCOUNTING RECORDS OF THE ARCHITECT

Project records of the Architect's reimbursable personnel time and expense items, and records between the Client and Controctor shall be kept on a generally recognized accounting basis and shall be available to the Client or his authorized representative at a mutually convenient time.

IX. ABANDONMENT OR SUSPENSION

If ony work designed or specified by the Architect is abandoned or suspended in whole or in part, the Architect is to be paid for the service rendered on account of it prior to receipt of notice from the Client in writing, together with any terminal expense resulting from substantial abandonment.

X. TERMINATION OF AGREEMENT

This agreement may be terminated by either party upan seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In such event the Architect shall be paid for services rendered to termination date, including reimbursements then due, plus terminal expense if the Client has failed to perform.

XI. OWNERSHIP OF DOCUMENTS

Drawings and specifications as instruments of service are the property of the Architect whether the project for which they are made be executed or not. They are not to be used on other projects except by agreement in writing.

XII. INSURANCE TO BE CARRIED BY THE ARCHITECT

The Architect shall carry insurance to protect him from claims under Workmen's Compensation Acts; from claims for damages because of bodily injury, including death to his employees, and the public; and from claims for property damage.

XIII. ARBITRATION

Arbitration of all questions in dispute under this Agreement shall be at the chaice of either party and shall be in accordance with the provisions, obtaining at the date of this Agreement, of the Standard Form of Arbitration Procedure of The American Institute of Architects, and the decision of the arbitrators shall be a condition precedent to the right of any legal action.

XIV. SUCCESSORS AND ASSIGNS

The Client and the Architect each binds himself, his partners, successors, legal representatives, and ossigns to the other porty to this Agreement and to the partners, successors, legol representatives and assigns of such other party in respect of all covenants of this Agreement. The Architect may assign a portion of his financial interest to a recognized financial institution for underwriting operations covered by this Agreement. Except as above, neither the Client nar the Architect shall assign, sublet or transfer his interest in this Agreement without the written cansent of the other.

Texas Cities Study New Program Aimed At Halting, Clearing Slums

Texas cities are showing increasing interest in a joint Federal-state proarom aimed at making it possible for local communities to arrest slum conditions and move ahead with a sound program of urbon development, TSA members are expected to take on active part in the program.

At Austin August 6, state and Federal officials joined farces in a coordinated attack on stopping deterioration in cities and towns and replacing blighted areas. A newly-organized state Urban Renewal Advisory Committee conferred with Federal representatives.

State Health Commissioner Henry A. Holle said the action "marked the birth of a new era in urban development."

TSA EXECUTIVE SPEAKS

John G. Flowers, executive secretary of the Texas Society of Architects, said: "This is not a 2-year program. This is going to go an the rest of our lives.

"If you don't set some standards, you are creating slums for the next generation.

"One of the humanitarian acts of the 55th Legislature was passage of House Bills 70 and 434 which put Texas on a par with any other state in the notion and ahead of most in the bright new field of urban development." Mr. Holle told the committee.

House Bill 70 authorizes cities to vote whether they want to spend money ta rehabilitate slum areas. The federal government would participate, paying two-thirds the cost.

House Bill 434, which went into effect August 22, Charges the Texas State Health Department with assisting cities under 25,000 population in planning rehabilitation of slum areas. The Urban Renewal Committee, appointed by Mr. Holle, is a result of the new legislation. The committee ot its August 6 meeting in Austin begon the study of specific means of coordinating its program with that of the Federal government.

FOR NEXT GENERATION

The joint federal-state-town program would do this:



1. Encourage cities under 25,000 population to plan far urban development, public improvement works, and to eliminate and prevent recurrence of blight areas.

2. Provide federal grants through the Federal Housing Act to defray onehalf the urban planning casts for cities needing the financial aid.

LIST 26 CITIES

Already 26 cities have indicated they are interested in securing planning assistance. They are: Andrews, Breckenridge, Brownwood, Cleburne, Cisco, Crystal City, Decatur, Diboll, Ennis, Graham, Grand Prairie, Greenville, Harlingen, Jacksonville, Mercedes, Mission, Richmond, Rockport, Rosenberg, Savoy, Texos City, Uvolde, Vernon, Woxohachie, Wharton and Yookum.

Federal House and Home Finance Agency Planning Program Director Tracy B. Augur of Washington said, "the whole purpose is to arrest slum conditions. Industry won't go into a town that isn't attractive. An unattractive town won't grow."

The Committee elected Joe Driskell of Fort Worth, os choirmon, Mr. Driskell urged the committee to consider requiring minimum housing ordinances from participating towns.

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June, 1957, Contracts 10% Above Last Year, Dodge Report Indicates

June contracts for future construction in the United States totalled \$3,243,486,000, an increase of 10 percent over the same month last year, F. W. Dodge Corporation, construction news and morketing specialists, reported. Total construction contracts for the first half of 1957 amounted to \$16,958,005,000, up five percent from the comparable period last year.

Contracts for non-residential buildings were valued at \$1,186,448,000 in June, 16 percent abave the year-earlier level. Nearly all types of non-residential buildings shared in the increase; the largest goins were registered by hospital buildings and monufocturing buildings. For the first six months of this year, nan-residential building contracts totalled \$5,970,-747,000, five percent higher than the corresponding period of 1956.

RESIDENTIAL BUILDING DOWN

June contracts for residential buildings amounted to \$1,155,049,000, down four percent from a year aga. The entire decline was accounted for by a decrease in contracts for oneand-two-family houses. Residential building contracts for the first half of 1957 were valued at \$6,483,314,000, five percent below the first half of 1956.

The number of housing units contracted for in June totalled 86,549, a drop of 12 percent compared to June 1956. The number of housing units for the first half of 1957 amounted to 499,490, a decline of 11 percent from the comparable 1956 period.

The sharper decline in unit volume than in dollar value in the residential category can be occounted for by the trend toward larger and more costly homes.

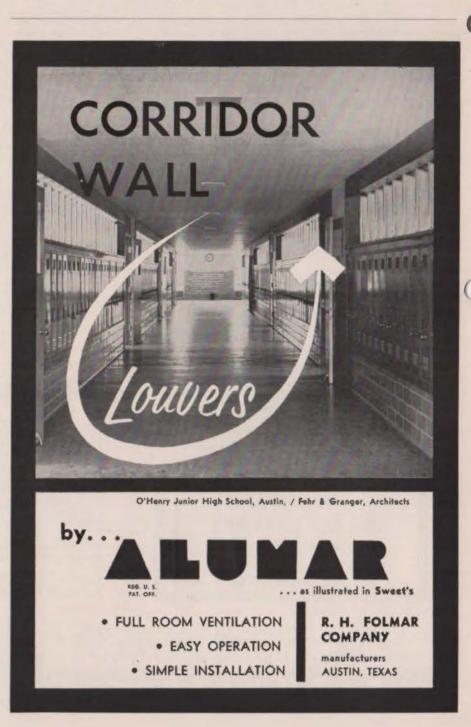
The dollar value of heavy engineering contracts in June was \$901,989,-000, an increase of 25 percent aver June 1956. A substantial gain in the public works category more than offset a decline in the utilities category. Heavy engineering contracts for the first half af 1957 amounted to \$4,503,944,000 a rise of 21 percent over the corresponding periad last year.

AIA STUDIES HISTORIC BUILDINGS

The AIA national Committee an Preservation of Historic Buildings is increasing rapidly its inventory of historic structures ocross the U. S. Committee members in every state are sending in completed forms giving details concerning historic buildings in their area. The forms are being used as the bosis of a valuable notionwide record and inventory.

Typical of the new activity in this regard was a shart course in preservation of historic buildings, given July 25-27 at Lexington, Ky. ond attended by many AIA members.

Marvin Eichenroht, TSA-AIA of San Antonio, is chairman of the TSA regional committee on the preservation of Texas' many fine historic treasures. He has been very active in this work for a number of years, being aided by members of his committee from every TSA chapter.





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