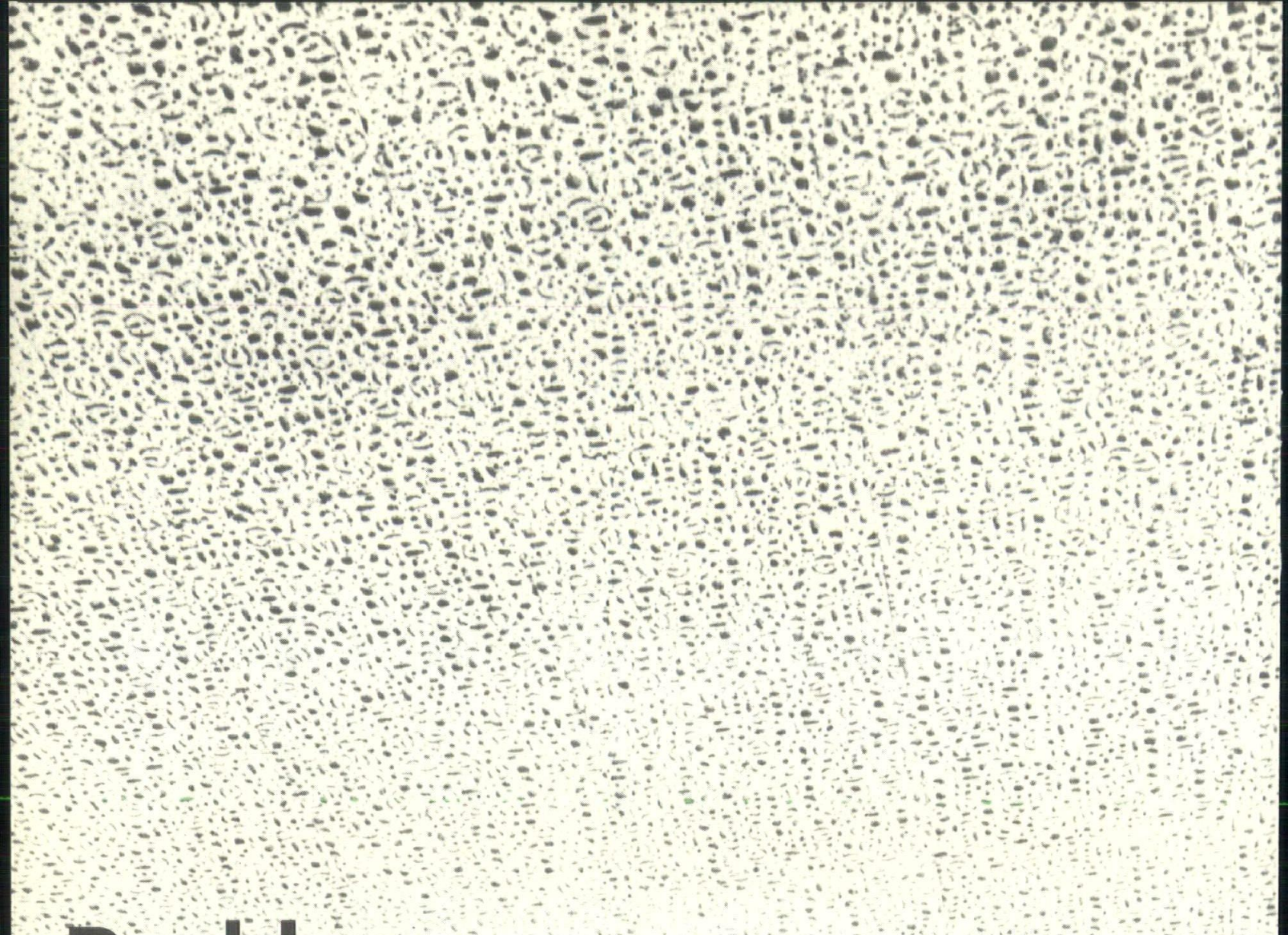
Important Issues &
Post Convention

DECEMBER 1971

EMPIRE STATE ARCHITECT



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OFFICIAL PUBLICATION OF THE
NEW YORK STATE ASSOCIATION OF ARCHITECTS
THE STATE ORGANIZATION OF THE AIA

EMPIRE STATE ARCHITECT

DECEMBER 1971 VOLUME 31, NUMBER 4

In This Issue . . . .

COVER: Photographs of four prominent exhibits seen at 1971 NYSAA/AIA CONVENTION—Clockwise: Division of Housing and Community Renewal, Office of General Services, Dormitory Authority, Port of New York Authority.

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letters to the editor

THE NEW P. C. (PROFESSIONAL CORPORATION)

Editor's Note: Since the advent of professional corporations in New York State, architects seem reluctant to avail themselves of the advantages of this new type of practice. The Association is now authorized to examine plans best suited to our needs and is in the process of establishing an Association Plan for Professional Corporations. As a result of several discussions with professionals in the field of Corporate Planning, we have received the following comments:

To The Architects:

Since the advent of the Professional Corporation Act, there has been a rather surprising lack of movement towards incorporation on the part of professionals throughout the state.

The advantages of incorporation have been spelled out in seminars, newsletters, and various professional journals, and yet the percentage of eligible persons who have availed themselves of the corporate tax shield remains rather minute.

As a professional consultant in this field, it has been my experience that, in many cases accountants have been reluctant to allow their clients to incorporate. The following is a list of the objections most commonly advanced by the C.P.A.'s to incorporating, or incorporating at the present time:

1. You will be deemed a personal holding company!

This of course, probably sounds dire to the uninitiated, but let's examine what it means.

For purposes of a P.C. (Professional Corporation) a personal holding company is one in which the client has control over who will perform the service. In the case of an individual practioner, I.R.S. might say that he is, in effect, a "personal holding company" and subject to the tax penalty for such companies.

The penalty is 10% of all profits of the corporation (Equal to the top tax bracket for earned income). Then it is taxed again as a dividend when received by the individual.

However, if all income, after expenses, is distributed as salary, then there is no profit, and therefore no penalty.

2. There is a possibility of I.R.S. attacking you for unreasonable compensation.

For the practicioner earning under $100,000 per annum, this is hardly a possibility. As a rule of thumb, if someone else would be willing to hire you for the amount you are currently earning, then unreasonable compensation is not a supportable charge. At one time the onus would have been upon you to prove that the compensation was reasonable, but now it is up to the I.R.S. to prove the unreasonableness of the compensation.

The penalty for unreasonable compensation is: all amounts deemed unreasonable are taxed as corporate profits, and the residue taxed as a dividend.

For most practicioners the chance of this occurring is negligible, and its defense not difficult, I have been told by competent legal authority.

3. It is expensive.

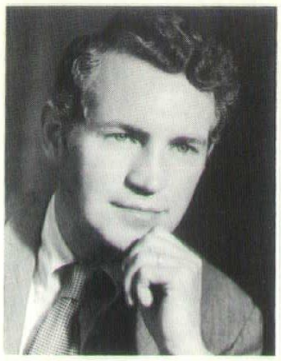
Costs of incorporation vary from attorney to attorney. I have seen charges anywhere from $200 to $1500. On the average they amount to about $500 (including filing fees). This is usually for the Certificate of Incorporation and an employment contract.

These fees are tax deductible over a five year period.

Accounting costs tend to be somewhat higher, but the amount of work attendant to a set of corporate books is not appreciably greater, and the tax forms, although slightly more complicated are not a particularly more onerous task for the accountant. (These fees are tax deductible.)

(continued on page 28)

1971-1972
NYSAA/AIA OFFICERS



THOMAS F. GALVIN, AIA
President Elect

Chairman Board of Standards & Appeals for NYC.

Pratt Institute 1950. Former partner in Brown, Guenther, Battaglia, Galvin, NYC. He is also Adjunct Prof. of Arch. at City College of NY. Former Vice Pres. of NY Chap./AIA and Chairman Contracts Committee NY Chap. In 1962, he was a Republican candidate for U.S. House of Rep. from Queens County.

ROBERT W. CROZIER, AIA
President

Firm: R. W. Crozier & Assoc., 41 Elm Pl., Rye, N.Y.

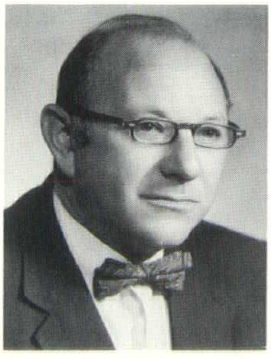
Pratt Institute 1948. Former President of Westchester Chapetr, past Director of NYSAA/AIA and Chairman of Conventions for 1968 and 1969. Past President Rye Lions Club and has served on numerous municipal committees in Mamaroneck and Rye.

In his acceptance speech, Mr. Crozier stated, "Architects are becoming more politically involved each year— in this sense growing more mature. A few years of active concern with the environment will strengthen the architect's role as he shapes the world around us."

ANTON J. EGNER, AIA
Vice President

Firm: Anton J. Egner & Associates, 310 West State Street, Ithaca, New York

Pratt Institute 1952. 1971 President of Central New York Chapter AIA. Recipient of Pan American Union Research Fellowship to Bogota, Columbia, S.A. to study and aid communities under 50,000 population. Former Ass't to President, Cornell University.



GEORGE J. MELTZER , AIA
Vice President

Firm: George J. Meltzer, 38-11 Union St., Flushing.

NYU 1947 & Fountainbleau, France. Formerly in partnership with the last NYSAA/AIA Past Pres., Simeon Heller; since 1955, now in private practice. Past Pres. of L. I. Soc. Chapter, AIA; Dir. of NYSAA/AIA; Committees: Insurance, Building Industry Coordinating.

MORTIMER J. MURPHY, JR.
Vice President

Firm: Mortimer J. Murphy, Jr., 445 Franklin St., Buffalo, NY

Catholic Univ. Formerly with father, now in partnership with John J. Murphy, P.E. Past Pres. of Bflo-Western Chapter/AIA; Past Director NYSAA/AIA. Committees: Hosp. & Health, Fellowship, Membership. Representative to Regional Council 1968-70.

Marvin M. MEYER, AIA, P.E.
Secretary

Firm: Northrup, Kaelker & Kopf, 740 East Avenue, Rochester, N.Y.

University of Illinois. M.S. Architecture 1951. Partner of firm. Past President Rochester Chapter/AIA; Past Director NYSAA/AIA; Past President Rotary Club; President Children's Camp, Monroe County.

ALBERT EFRON, AIA
Treasurer

Firm: Partner with Schuman, Lichtenstein & Claman, 200 East 42nd St., NYC

Inst. of Des. & Const./R.A. 1968 (12 yrs. exp. plus exam). Member Staten Is. Chapter /AIA. Dir. NYSAA/AIA. Committees: Chairman, Resolutions 1969-71; Member Leg. Committee. Community activity with local Planning Bd, Borough Pres. Advisory Council; V.P. Young Dem., Past Pres. South Shore Democratic Club.

Left to right. Max O. Urbahn, FAIA, President Elect of AIA, addresses the Convention as he installs 1971-72 NYSAA officers Efron, Meyer, Murphy, Meltzer, Crozier and Galvin.

AT THE 1972 CONVENTION

1 2 3 4

Left to right. (1) Myron Starks, 1972 Convention Chairman (with beard), (2) Past President Spross in spirited conversation with veiled delegate, (3) Support for the Binghamton display, (4) Program Chairman Daniel Sullivan makes a point.

Keynote Speech by George A. Dudley

CHAIRMAN NEW YORK STATE COUNCIL ON ARCHITECTURE

OCTOBER 20, 1971

NEW YORK STATE ASSOCIATION OF ARCHITECTS CONVENTION

Governor Rockefeller, in his Proclamation proclaiming this week "Architects Week" states that: "Nowhere has Architecture flourished with greater creativity than in the Empire State."

By any standard of measure this has certainly been increasingly true over the past decade:

By sheer volume of construction alone it has "flourished" beyond all expectations of the post-war planners - both in the private sector, but expecially in public construction of which that carried out at the State level has been in a period of exponential growth. As shown by the Inventory assembled by the State Council on Architecture for the first time covering all New York State building agencies, the total annual volume arrives at the staggering current total of $9 billion, 42 million dollars, or 10% of all public construction, Federal, State or local, in all of the United States.

This is not only a tremendous mass of concrete and steel, bricks and mortar, it is the physical legacy we are all leaving for generations of the future citizens of the State, a very large and critical portion of the man-made environment within which all of the vital functions of State will operate and be affected directly and continually over the years by the quality of that environment.

How good is this tremendous physical plant we have provided? And I say "we" - "we architects" - because our Inventory shows that 95% of the design work of the agencies is performed by independent professional architects and engineering firms.

By the measure of awards received, national, state, and local recognition has been given to this "flourishing of creativity," as the Governor's Proclamation sets forth. But are we truly satisfied with the quality of this vast accomplishment, this vast investment, this physical framework within which all of the citizens of this State will live, learn, be given health care and recreational and cultural opportunities, and will have all of their contacts with and participation in the governmental and administrative operation of their society and culture? I know that most of our profession is *not* satisfied. In large measure the problems and difficulties of working with a large, complex grouping of bureaucracies frustrates and hobbles the ability of the design professions and the building industry as a whole to perform to their full capability. But, on the other side of this relationship - the other end of the purpose of this Convention itself - the professions are not satisfied with their own abilities to perform. During this past decade of such phenomenal growth there has been an accelerating re-examination of the methods, systems, processes and technologics of our own operations, our business, our industry. We have increasingly faced up to the archaic and obsolete, or inefficient and time-consuming elements. New forms of management arrangement and coordination have emerged, much more effective methods of cost controls have begun to be applied, almost entirely new approaches are being introduced to the systems potentials in the production of our highly intricate and yet necessarily exact product. As we see these innovations improving our effectiveness and productivity, we know that we could have done better over the past decade. But we are making real progress.

And so is the State– again, belatedly, but with increasing momentum. Many of the individual agencies have been examining their own procedures and performance. There have been very large steps taken toward rationalizing the methodology of public administration of large-scale building programs, particularly through the creation of the implementation agencies during the 60's under the direct leadership of Governor Rockefeller: starting with the Dormitory Authority and including the State University Construction Fund, the Health and Mental Hygiene Construction Fund, and the Urban Development Corporation.

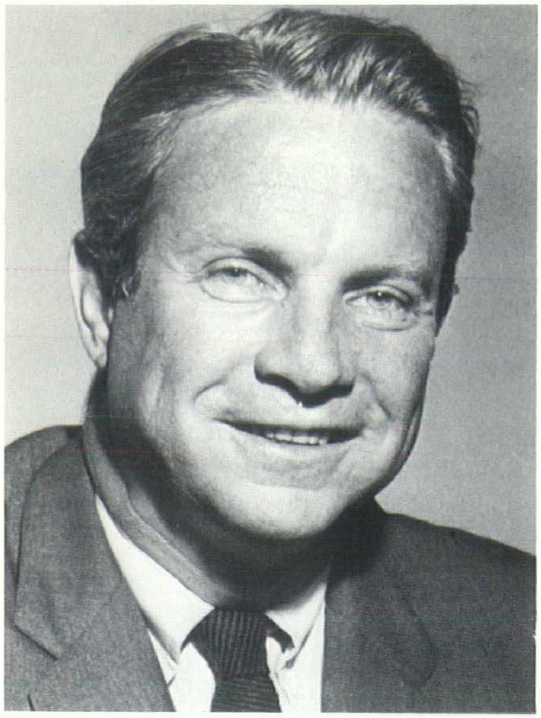
But these have been, in large part, separate and even isolated improvements both throughout the profession and the building industry as well as throughout the State departments and agencies. There still exists tremendous lacks of consistency, coordination and communication.

This Convention, therefore, represents a major breakthrough in providing the first broad and comprehensive forum for the full communication that is needed. As I have said, there have been recently many individual efforts and accomplishments, heroic in scale when one considers the magnitude of the built-in inertia and attitude of laissez faire. For the first time of which I am aware this week you have brought together the full spectrum of the State Government Agencies' representatives and of the architectural profession. It should not be a time for chewing over the detail of work in hand, but a time for setting, jointly, a set of objectives for the future and a candid assessment of what has been accomplished so far and what still needs to be done.

I am not alone in predicting (and certainly hoping) that the 70's willl be a period of community building in the broadest sense, whether it be in town or out; whether it be communities built *de novo* or rebuilding of our urban structure. In my opinion, we are on a threshold, not a slightly inclined treadmill.

What should this mean to us?

First, we should not misunderstand the current slow-down in the upward curve as a slackening in the momentum of the State's commitment to its role in the construction of major (and minor) physical facilities for the positive conduct of the governance of all of us in the State– but rather as an inevitable and temporary reflection of the stages through which our economy as a whole is going and I believe will soon emerge. I believe that the volume of State construction will soon -- in the next three or four years -- regain its recent position and continue upward from there. As a planner and knowing the simple facts of population



GEORGE A. DUDLEY, A.I.A.

George A. Dudley, A.I.A. was appointed Chairman of the New York State Council on Architecture by Governor Nelson A. Rockefeller on September 5, 1967.

Mr. Dudley was also designated by the Governor on September 5, 1967, as Chairman of the New York State Pure Waters Authority, now the New York State Environmental Facilities Corporation of which he is President, which was created to assist communities in implementing the Pure Waters Program in the areas of financing, construction and maintenance and operation of water quality control plants and solid waste disposal facilities.

Mr. Dudley was born December 24, 1914, in Pittsburgh, Pennsylvania. He received his B.A. degree from Yale in 1936, his B.F.A. in Architecture at Yale in 1938 and the degree of Master of Fine Arts in City Planning from Yale in 1940.

From 1940 to 1945, he was associated with the Office of Coordination of Inter-American Affairs in Washington, headed by Nelson Rockefeller.

In 1945, he was Director of the Connecticut Post-War Planning Committee. In 1946, under Wallace K. Harrison, Director of Planning, Mr. Dudley was secretary of the board of international consultants for the design of the United Nations headquarters in New York.

From 1948 to 1959, he served as President of the IBEC Housing Corporation, which built over 10,000 houses in Puerto Rico, South America and the Middle East. He was also Vice President of the IBEC Technical Services Corporation.

In 1959, Mr. Dudley returned to the architectural firm of Harrison and Abramovitz in charge of planning and program for the Phoenix Life Insurance Building in Hartford and the Alcoa Technical Center in Pittsburgh.

In 1960, he served as the first Director of the Office of Regional Development of New York State under Governor Rockefeller, and in 1962 was appointed Trustee of the New York State University Construction Fund. He was also Coordinating Architect for the initial planning of the South Mall complex expanding the Capitol buildings in Albany.

Mr. Dudley has served in academic posts of distinction: as Dean of the School of Architecture at Rensselaer Polytechnic Institute in Troy, New York, 1963-65, and from 1965 to 1968 as the first Dean of the new School of Architecture and Urban Planning at the University of California at Los Angeles. He is Chairman of the Yale University Council Committee for the School of Art and Architecture.

Mr. Dudley has been a member of the Board of Directors of the International Design Conference in Aspen, a consultant to Urban America, Inc., and is a Trustee of the Institute for Architecture and Urban Studies. He is a registered architect in New York and Connecticut and is a member of American Institute of Architects. ▪

growth and expanding governmental provision of basic services, there is no question but what the 70's will be an even greater building era than the 60's.

Secondly, we know we are passing through a period of restructuring our own methodology and techniques. As this produces greater efficiency, cost and time saving in design and construction, and in operation and maintenance, the resources available to the State can be utilized in the creation of an even larger total volume of physical plant.

Third, the State's administration has laid a very effective base for this growth and development during the 70's with the implementation programs I have referred to. As you all know, the life-blood in a scene of expansion and development are the arteries of transportation and communications. I know you are also aware that (to extend the simile) the veins of our system: the collectors of our wastes are increasingly being converted into positive elements in a recycling, re-processing, pollution-free part of our network, all of which, again, are basic to broad development and growth. Both of these programs undergird the basic developmental pattern which is the producer of the work which we, as architects, should guide and be full participants in, including deriving our fair share of remuneration for our special abilities to play those roles.

Fourth, the State has given full evidence -- certainly the Governor has -- of its belief in the wisdom of the fullest possible reliance on the effectiveness of the architectural profession when it is given the proper conditions under which it can perform at the high quality level which should be demanded, especially by those in a position of public trust, despite some questioning of this in the light of the momentary slowing-up of the total program and the continuing effort to find the best solutions and inter-faces between the administrators and the professionals.

. . . . As many of you know, we in the State have taken significant steps to coordinate the totality of the State's action and approaches to these problems. I think it is fair to say that the Governor's creation and appointment of the Council on Architecture has provided a unique and already effective vehicle for the beginnings of rationalizing and coordinating the multiplicity of the State's left-over departmental, fiscal and legal procedures. The Council first reviewed "the state of the art" and produced the first Inventory of all State agencies involved in design, planning and construction. This has been immeasurably valuable to the planners and decision-makers and to many of the individuals involved in the whole process of bringing together in one statement the totality of the program. We have gone on to further steps in coordination, particularly through the active operation of the Architecture/Construction Information Committee, comprised of executive representatives from all the major building agencies which has provided a greatly increased degree of communication and cooperation among the State agencies at an operational level. It has particularly addressed itself to our concern for updating the framework of laws governing design and construction about which you heard from Norm Copeland yesterday and I anticipate you will hear more from Senator Anderson this noon. It has also worked closely with your own Sub-Committee on Compensation, Services and Fees. Thirdly, we have pushed through the general agreement to support the adoption of a

(continued on page 22)

State Senator
Warren M. Anderson

SENATOR ANDERSON To Introduce Legislation In 1972

State Senator Warren M. Anderson, chairman of the Senate Finance Committee, announced he would introduce legislation at the 1972 session to direct the State Council on Architecture to undertake a comprehensive study of all laws pertaining to planning, design and construction by the State and its municipalities.

Speaking to the annual convention of the New York State Association of Architects, Senator Anderson, Binghamton Republican, said: "This proposed study is aimed at streamlining and modernizing the building regulations in this State to reduce both the time and cost of public construction projects, and to remove legal restraints which have virtually mandated slower construction at higher costs.

"In an exploratory survey by the Council's Architecture-Construction Information Committee, these findings were produced : 'The law's rigidity prevents agencies in many instances from adopting new management techniques and using technological and systems innovations. A flexible law, which establishes guidelines for agency action rather than mandating a course of action to be followed for every project, regardless of its particulars, is essential if the design, planning and construction agencies are to meet their responsibilities to the people of the State.'

"I couldn't agree more, "Senator Anderson said. "While administrative procedures have been revised to handle a record-breaking volume of construction, laws have not been up-dated to allow the needed flexibility.

"Legal barriers, complicated bidding and award procedures, requirements for contractor performance bonds and other similar restrictions have resulted in delays, spiraling costs and even obsolescence during the period between initial planning and building occupancy," Senator Anderson said.

"The Council on Architecture has developed data showing that public construction takes three times as long as private construction, and at much greater cost. The taxpayer cannot afford the delays and additional expense which outmoded and archaic laws have forced upon public agencies.

"It is time to take action!

"I am confident that a study by the Council on Architecture would cut through the tangle of obsolete statutes that have been built up over many decades, and enable the State and all public agencies to use the best most modern construction procedures and techniques which have been devised," Senator Anderson said.

Statement By

DARREL D. RIPPETEAU

New York State Regional Director

The American Institute of Architects

excerpts from Regional Meeting

held at Annual Convention of NYSAA/AIA

Darrel D. Rippeteau, AIA

As citizens of this state and nation we are seeing more clearly than ever the wisdom revealed by John Muir, the conservationist who noted many years ago that "when we try to pick out anything by itself, we find it hitched to everything else in the universe."

As architects we have a responsibility to help communities and institutions more fully understand the nature of this relationship between the natural and the man-made environments. Furthermore, we must stress the importance of public policy in promoting broad solutions to society's ills.

By insight, education, experience and responsibility, the design professionals attending this meeting are in a particularly significant position to help develop creative public policies aimed at correcting urban decay, suburban sprawl and all forms of environmental pollution.

Only if the interrelated nature of these problems-- how everything is "hitched" to everything else-- is kept in mind we can expect new legislation to get at the root causes of problems at city, state and national levels of government. Only this realization can assure the success of specific programs.

No one can consciously chose to bring urban America to the perilous condition we know so well. Collectively, however, we all supported public policies which failed to encourage a contrary course. In my work for the national AIA I see heartening evidence that the time for a fresh beginning is at hand.

To make sure that this opportunity is not lost, the Institute established a task force on national policy. This task force is developing policy positions on housing, urban growth, natural resources, human resources and other issues for consideration by the membership, and, beyond that, by elected officials.

Pending receipt of the final report of this task force at next year's national convention, the architects of New York State can do much. Specifically, they can speak out to political leaders urging action in public efforts to hasten the domestic rebuilding process and they can demonstrate by deed and example the architect's expertise in the varied components of this rebuilding process. It is a chance to prove our profession worthy of the challenge.

Speech by Charles J. Urstadt

NEW YORK STATE COMMISSIONER OF HOUSING & COMMUNITY RENEWAL

NEW YORK STATE ASSOCIATION OF ARCHITECTS ANNUAL CONVENTION

WEDNESDAY, OCTOBER 20, 1971

MONTICELLO, NEW YORK

Charles J. Urstadt

I commend the New York State Association of Architects for scheduling a program this year which is allowing the State of New York, and its component agencies involved in construction programs, to air what they, together with the architectural profession are creating for the improved life and livability of the residents of this State.

The product of the architect is always subject to the closest scrutiny and review, and this scrutiny can be especially searching when the review is directed at a product built by or for a government program. This is an area in which the architectural critics often have a field day. This is an area also in which the critics all too often fail to recognize that there are factors other than the capability or talent of the professional affecting the final product. Likewise, the recent rise of environmentalism, and the recognition, by some critics, of architecture as an integral part of the environment with a responsibility to meet anti-pollution criteria, raise some basic economic questions which the critics have so far ignored.

Perhaps the critics will deny the validity of an economic analysis of architecture. Indeed, many have reviled much contemporary architecture as being "designed by the builder's accountant," as if architecture could or should, be completely divorced from its cost, and "architecture for architecture's sake," whatever that is, be accepted as an axiomatic article of faith to be somehow ingrained into the builder's psyche.

The fact is that architecture costs money and someone must ultimately bear the cost. This leads to at least two fundamental economic questions: Exactly who consumes architecture and, who should pay for it?

The answers to these questions are complex because there are many consumers and an array of products. If we restrict ourselves to apartment and office buildings, then our primary concern is the tenant.

The tenant, solely and clearly, consumes the services of the interior of the building, or the interior architectural features, in which we include the services of shelter from the elements, the hearing and air conditioning systems, the plumbing and electrical systems, and all other interior features which render a service directly and tangibly to the consuming tenant. The cost of these services is readily measurable and can be rationally and equitably prorated among the tenants in proportion to the amount of space they rent, or some other generally accepted method.

Now we come to the point of the exterior architectural features of a building. Conventionally, before our economic system became so affluent that it could support a profession such as architectural criticism, there was no necessity to think of the exterior of a building as a separate product, or to question who should pay for it. It was, and still is, capitalized and amortized along with the rest of the building, and the cost is prorated into the rent of the individual tenants. However, if the architectural critics can convince us, and convince the majority of the population, that "bad" architecture pollutes the environment at grave social cost, and that "good" architecture is essential to our physical and aesthetic well-being then by definition the consumer is not solely or primarily the tenant in residence. The consumer in such cases becomes the population at large. Products or services in this category, namely those which are supplied to the population at large, cannot be sold in divisible units; such products or services, whose benefits cannot be withheld from anyone, have been termed by economists as public goods. There is general agreement among the economists that the most equitable and efficient method of paying for these public goods is with public funds. Theoretically speaking, therefore, when architectural critics clamor for excellence in design, according to the economists they are really calling for government subsidies for architecture. These architectural subsidies of course would have to compete for priority in the subsidy market with the other pressing needs of the population, including health, education, welfare, housing and transportation, to name just a few.

(continued)

Completely absent from this argument, of course, is the question of who is to be the judge of what is "good" or "bad" architecture.

Should we create a watchdog committee? If the answer is yes, who should sit on this committee --- budget conscious citizens with selfish, frugal interests? Advocacy planners whose values reflect their individual social ideals? Architects willing to defy the code of non-criticism of fellow professionals? Shall the watchdog committee be appointed by the community, represented by those groups with the most money or the loudest voices, or by the government, made up either of frustrated professionals turned educators or of administrators turned bureaucrats?

Who can answer these questions? Better yet, who is willing to answer these questions?

I believe that we must strike a balance. When building housing under a government-aided program where cost and time are the most important factors, rather than "good" or "bad" we must have something called "acceptable" architecture. Acceptable as far as appearance, acceptable as far as design, and acceptable as far as costs are concerned. Where appearance is pleasing to the eye and design is pleasing to the user, cost must be pleasing to the pocketbook, the pocketbooks of not only the low and middle income families who must pay the rent, but the pocketbooks as well of the taxpayers who must support these programs through direct or indirect subsidies. The lower the cost per unit, the more units we can build with each dollar authorized and appropriated. The lower the subsidy required per unit, the greater the number of families whom we can assist.

Now we come to the crucial question of who is to determine what is "acceptable." Naturally, the community must have a say, as must the owner and the ultimate users. The local planning agency, it goes without saying, must also be given an opportunity to participate in the determination of what is "acceptable". Of prime importance, however, is to let those who are responsible for administering the program have a major say in determining the balance between what is acceptable design and what is acceptable cost. They are the ones who must decide where, how and what to build to house the aged, the poor and the handicapped. They are the ones who must assess and evaluate the feasibility of a project and determine how far to go to assure this financial and physical feasibility. They are the ones who must assign priorities to the allocation of existing funds and they are the ones who must obtain new funds when existing authorizations are depleted.

We who are responsible for setting goals and carrying out the State's housing programs and the professional architects who translate concept into tangible results have consistently striven to achieve for the residents of the buildings and for those who pass through the community a culturally healthy atmosphere through proportion, rhythm, material and color. If we have not achieved this goal completely, it has not been for lack of desire or lack of attempt, but rather because of the monetary limitations within which we have been restricted. The stress and the thrust to date in implementing government-aided housing on the Federal, State and local level have been to achieve the maximum in safe, standard, sanitary housing -- housing adequate to meet the spacial needs of the residents, structurally sound to withstand the elements for the life of the mortgage, and designed to afford a minimum of maintenance and operating difficulties during operation. From the beginning of government participation in housing, these goals have been considered sufficiently laudable. Aesthetics, amenities and a healthy atomsphere achieved through proportion, rhythm and even color were luxuries and excess frills to which dependent tenants were not entitled. Architects were asked to provide only the minimum basics in housing accommodations. They were by and large not permitted to express their talents and bring to bear the professional discipline under which they could achieve true expression of the best of existing life. And, in a time of desperate housing shortage such as occurred following the beginnings of the State housing programs in the Depression of the 1930's, and during the post-war shortage of the 1940's and the exodus from the cities of the 1950's, minimal goals were adequate and justified. The stress was to provide housing, period, and this need was met. Under our varied housing program, we have enabled housing authorities and housing companies to produce more than 133,000 apartments for low and middle income families throughout the State. The structures stand, and will continue to stand, as monuments to the ability of government and the architectural profession to react promptly to answer immediate needs.

Now that we have answered some of the immmediate needs, however, what about the future? Have we reached the point where we have satisfied our most pressing needs and can now turn to sole emphasis of aesthetics over cost or rate of production? We think not. Faced with spiralling construction costs and abandonment rates, continued high interest rates, and pressure to provide more housing, housing for low and middle income families must continue to reflect, and place as a controlling factor, cost and time. Which is not to say that improved design and aesthetics cannot be permitted, or recognized and applauded. Quite the contrary.

In 1967, for example, we at the Division of Housing and Community Renewal established an award for excellence in planning and design. I will be pleased to make the Fifth Annual presentation of this award at tonight's Annual Awards Presentation Banquet. The award is presented to the architect who designs a structure that meets the needs and requirements of the owner and tenants, and, at the same time, achieves a harmonious physical and psychological blending with the community. All of these objectives, however, must be accomplished within the cost limitations imposed by our housing programs and our judging is based upon the ability of the design to meet these standards. Since 1967, there has been an award winner every year, a clear indication that the balance we are seeking is not only theoretical, but also practical.

This balance has enabled us to continue to provide much needed housing that is both physically and aesthetically pleasing. However, until such time as we are able to build housing without regard to economic restraints, "architecture" must continue to be a by-product rather than an end-product of government-aided housing programs. The architects as responsible professionals recognize this emphasis and it is to your credit that you have functioned, and functioned admirably, within these constraints. The exhibit of State-aided housing projects represented at this convention, and indeed each of the 239 projects completed and 37 projects now under construction under the supervision of the Division of Housing and Community Renewal, stand witness to the professional capability of the architects of this State. I have confidence in the profession and know that you will continue this unstinted concern and participation so that those who own, use or merely pass by your creations in the years to come will say that you labored well and produced well. ■

Changes In The Education Law Of The State Of New York Regulating The Professional Practice Of Architecture

By NORMAN A. COPLAN, Esq.

The following is an article by Norman A. Coplan, Esq., Counsel to the Association, prepared as a result of his address at the Business Session of the Convention on October 19, 1971.

During the 1971 state legislative session, the Education Law governing professional practice of medicine, dentistry, engineering, architecture, landscape architecture, accountancy, nursing, etc., was significantly amended. The amendment was subsequently modified to correct certain errors which it contained and it would appear that there will be additional amendments in 1972 to correct further errors.

One of the substantive modifications to the Education Law is the inclusion of a definition of professional misconduct applicable to all professions covered by the law. Some of the acts which are defined as constituting professional misconduct are practicing the profession fraudulently beyond its authorized scope with gross incompetence or with gross negligence, practicing the profession while the ability to practice is impaired by alcohol, drugs, physical or mental disability, refusing to provide professional services to a person because of his race, creed, color or national origin, and aiding or abetting an unlicensed person to perform activities requiring a license.

The new law provides a procedure in the event a professional is charged with professional misconduct which includes a pre-hearing by the Education Department, a hearing by the Committee on Professional Conduct for the particular profession, and a determination by the Board of Regents which is subject to review by the courts. It is significant to point out that the penalties provided for professional misconduct include not only censure, and suspension or revocation of a license, but in the case of a person practicing a profession without a license, or in the case of a licensed person who aids or abets an unlicensed person to practice a profession, the penalties for such professional misconduct can also include criminal sanctions.

Since the penalties for professional misconduct are severe, it is of great importance that the definition of what constitutes the practice of a particular profession be free of doubt. Unfortunately, the amendment, insofar as it redefined what constitutes the practice of architecture, still leaves certain activities within a gray area of uncertainty. The new amendment defines the practice of architecture as the rendering, or the offer to render services in connection with the design and construction of structures which have, as their principle purposes, human habitation and use, and the utilization of space within such structures, including the performing of planning, designs, drawings, specifications, construction management and administration of construction contracts where the safeguarding of life, health and property is involved.

Apparently, it was the intention of the legislature to broaden the definition of what constitutes the practice of architecture, but the definition still speaks in generalized terms. For example, there is no clear delineation of what design activities do or do not affect the safeguarding of life, health and property. Other questions relating to the organization of the architectural firm and the manner of its practice, remain unanswered by the definition provided. It is of interest to point out that the inclusion of construction management as an aspect of architectural practice is new to the law. This provision will undoubtedly come as a surprise to corporations and building companies who have been furnishing construction management services and who now appear to be barred from that role.

Exemptions from the application of the definition of the practice of architecture are set forth in the new amendment. These include employees of lawfully practicing architects acting under the control and supervision of their employers, superintendents of builders supervising the construction of a building, and the preparation of details and shop drawings by persons other than architects for use in connection with the execution of their work. It is questionable whether this latter exemption would permit drafting services by a drafting corporation in connection with the execution of an architect's work.

The law regulating the practice of architecture also excludes from its application work performed in connection with agricultural buildings, single family homes of less than 1,500 square feet, (excluding garages, porches, cellars and attics) and alterations costing less than $10,000 which do not involve structural safety.

A new feature of the change in the law is the authority given to engineers, land surveyors, architects and landscape architects to join in the formation of a joint venture, partnership or a professional service corporation. Under the original law, architects could only form a partnership with licensed engineers, but the broadening of this provision will enable professional design firms to offer a larger scope of services.

Another interesting feature of the amendment to the Education Law is the provision which permits a non-resident architect having no established business in New York State, but who is legally qualified to practice in the state of his residence, to obtain a permit to practice architecture in connection with a specific project in New York provided that he submits evidence satisfactory to the Board of Regents as to his professional standing in his own state.

The changes to the Education Law also include a new definition of the practice of engineering. This definition

(continued on page 22)

How A-7 Assists Rehabilitation

By ROY A. EUKER, AIA

Author Roy A. Euker, AIA, a member of the New York City Chapter, is working with rehabilitation of urban housing. His comments will be of particular value to those involved with COMMUNITY DEVELOPMENT CENTERS throughout the State. Mr. Euker has been in private practice since 1967 and inspected slum buildings for the 7-A program since 1965. Please report similar progress in other cities in the State to ESA.

PROGRESS IN SLUM REHABILITATION WITH ARTICLE 7-A

One of today's most pressing urban problems is that of slum housing - buildings that have either been abandoned by their owners, or, if not abandoned, operated with little or no maintenance or repairs. All to often, the tenants in these structures suffer serious deficiencies in essential services; among these hardships are lack of heat and hot water, inadequate electrical wiring, severe water damage from defective roofs and piping, broken windows and heavy vermin infestation.

In an attempt to alleviate these conditions, the State of New York enacted, in 1965, Article 7-A, of the Real Property Actions and Proceedings Law. Article 7-A is no panacea; but the use of it during the past six years has shown that conditions dangerous to life, health and safety can be cleared up. Thus far, several hundred cases that have been processed through the courts, have resulted in the upgrading of most of the buildings involved.

In essence, Article 7-A allows the tenants of a slum building to take the owner to court in an effort to force him to remedy dangerous and defective conditions. If he refuses, the court can appoint an administrator who collects the rents, instead of the owner, and arranges for and pays to have the repairs made.

In a typical 7-A case, the tenants of a slum building must first engage an attorney either privately or through a Legal Aid Society. The attorney then draws up a petition that must bear the signatures of at least one-third of the tenants, listing the building's defects and including a preliminary cost estimate for the repairs. This petition is filed in Civil Court at which time a hearing date is set for the case.

At this time, a registered architect or engineer is obtained either privately or through such New York organizations as the Architect's Technical Assistance Center, Inc., to prepare a building inspection report. This report describes the conditions of the building's exterior and public spaces, the state of apartments and an estimate of the repair costs. This report is presented by the tenant's attorney, in court. It is seldom necessary for the architect or engineer to appear in court because his report along with the tenant's testimony usually carries sufficient weight to decide the case in the tenant's favor.

On the first court day - usually held within two weeks after the petition has been filed - the tenants and their attorney attempt to persuade the owner to make the repairs. In most cases the owner agrees to make the repairs, at which time he enters into a binding stipulation on the court record, which lists the repair work he agrees to do. This stipulation requires the owner to perform the work diligently and in a workmanlike manner and also provides that should the owner fail to comply, a motion can be made to have an administrator appointed.

In cases where the owner agreed by stipulation to make repairs, and if, after a reasonable length of time, the tenants find that the repairs were not made or were incomplete, a motion is usually made by the tenant's attorney in court to have an administrator appointed. Often legal action of this kind is necessary in order to force the owner to complete the repair work. In most cases, it is not necessary to have an administrator appointed since the owner, willingly or because of the threat of repeated court action, will make the repairs.

Should the owner refuse to agree to make the building repairs, the case goes to trial. At the trial, testimony is heard from the tenants concerning the conditions of their

(continued on page 21)

Egner Firm Wins Housing Award

McGraw House, a $2.9 million State-aided, non profit project for the aging in Ithaca, New York, designed by Anton J. Egner and Associates of Ithaca, recipient of the New York State Division of Housing and Community Renewal's 1971 Award for Excellence in Planning and Design.

Photo: Paul Norman Photo Studies, Syracuse

The architectural firm of Anton J. Egner and Associates of Ithaca, New York was named the winner of the New York State Division of Housing and Community Renewal's 1971 Award for Excellence in Planning and Design by State Housing Commissioner Charles J. Urstadt. The firm received the award for its plan and design of McGraw House, a $2.9 million State-aided, non-profit project for the aging in Ithaca, New York.

Announcement of the winner was made by Commissioner Urstadt during an awards dinner at the Annual Convention of the New York State Association of Architects in Monticello, New York.

"McGraw House is a fine example of the type of residence which provides a refreshing and comfortable environment designed to meet the particular needs of our senior citizens," Commissioner Urstadt said. "It is fitting that those who have devoted their working lives to building their communities should have decent housing in which to enjoy the fruits of their long years of labor in dignity and independence."

"McGraw House provides such housing and the architects achieved their design objective within the cost limitations of the State's non-profit housing program, one of the criteria established for the award."

McGraw House consists of one 4-story and one 6-story wing of steel frame fireproof construction finished with limestone and brown brick. The first floor of the 4-story wing is an open pavilion where the residents may sit or engage in recreational activities during inclement weather.

Each floor is provided with a common lounge for television viewing and quiet recreation, and the main floor contains a community room with a central kitchen for dining and social functions. The main floor also contains a laundry room.

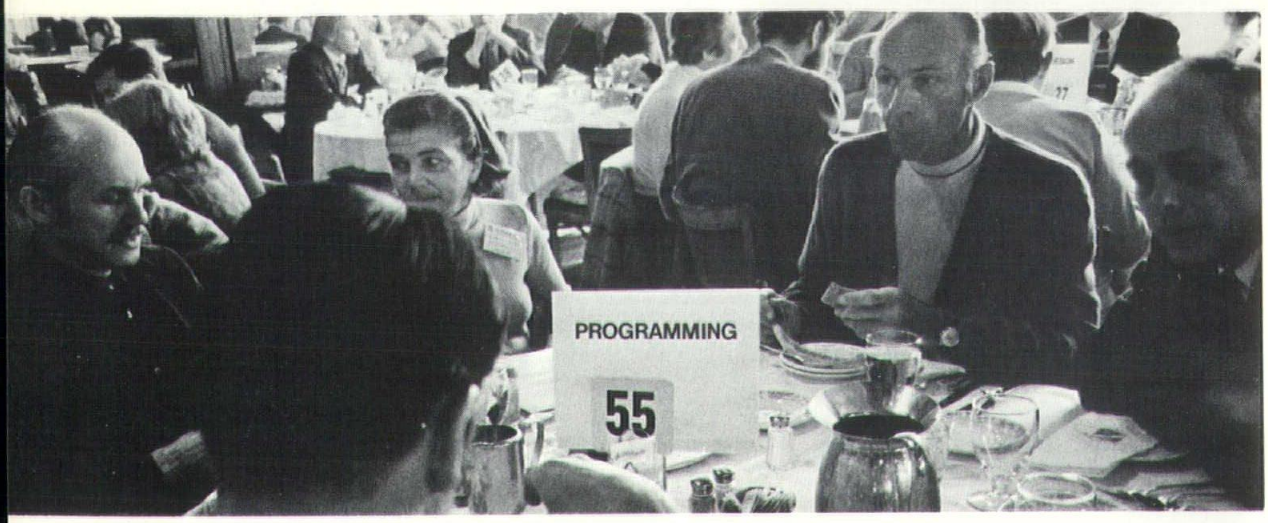
The lobby is finished in exposed brick and quarry tile. The hallways throughout the project are carpeted, the walls and floors contain sound-deadening material, and the ceilings are finished with acoustic tile throughout.

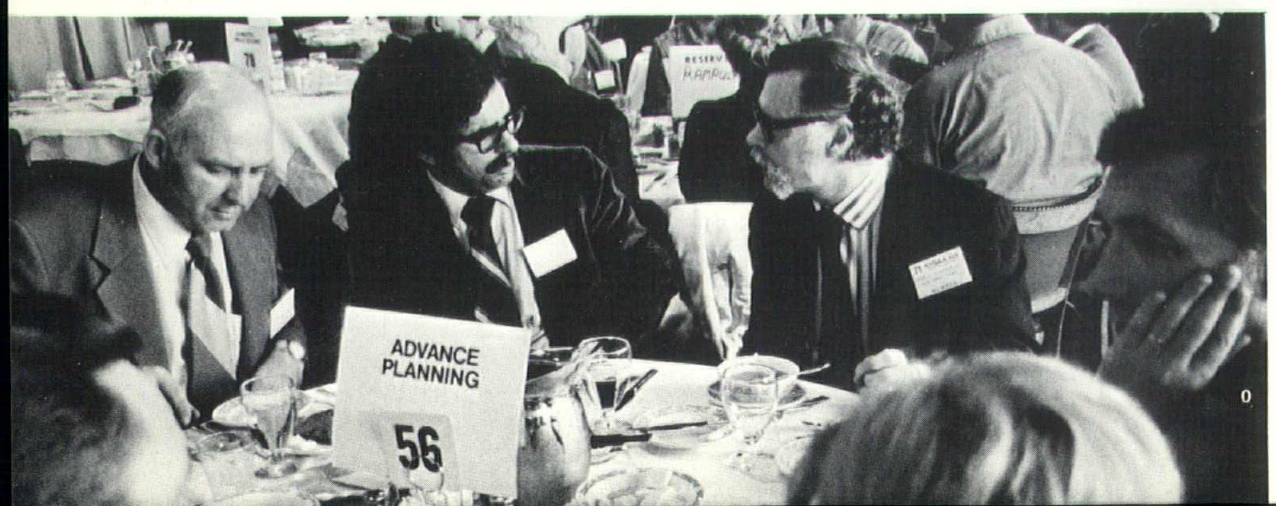
Each apartment kitchen has vinyl-asbestos floor tile, formica finished cabinets and room dividing dining counters. The bathrooms are equipped with grab bars and non-skid saftey tubs. The living rooms feature a scored concrete block cement wall and sliding aluminum windows are provided throughout. Other special features include: wall-to-wall hot water heating convectors, tempered water to prevent scalding, lighted wall switches, fire safety devices, an emergency generator in case of a power failure, and an alarm system for residents to summon aid in case of emergency.

McGraw House contains 65 efficiency and 40 one-bedroom apartments with rents averaging $61 per room per month. The State's Capital Grant Low Rent Assistance program will lower the rents in some of the units to bring them within the means of lower income applicants.

Indoor parking space is available for 10 cars and 20 additional spaces are available outdoors. The project was built by Stewart and Bennett of Ithaca, New York.

The Division's Award for Excellence in Planning and Design is presented to the architectural firm that plans and designs a structure which best meets the needs and requirements of the owner and tenants, and which, at the same time, achieves a harmonious physical and psychological blending with the community. Last year's award winner was the architectural firm of Stevens, Bertin and O'Connell of Rochester, New York for the plan and design of Seneca Towers, a State-aided, high-rise project in Rochester.





NYSAA\AIA

1972

Photos 1 — 4
Luncheon round table discussions were held on two days.

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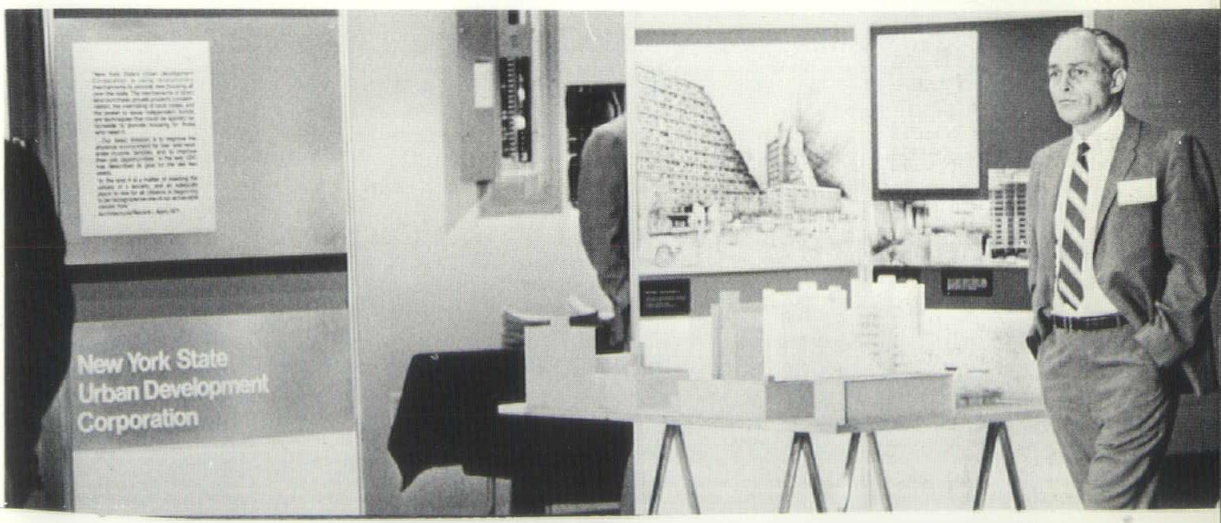
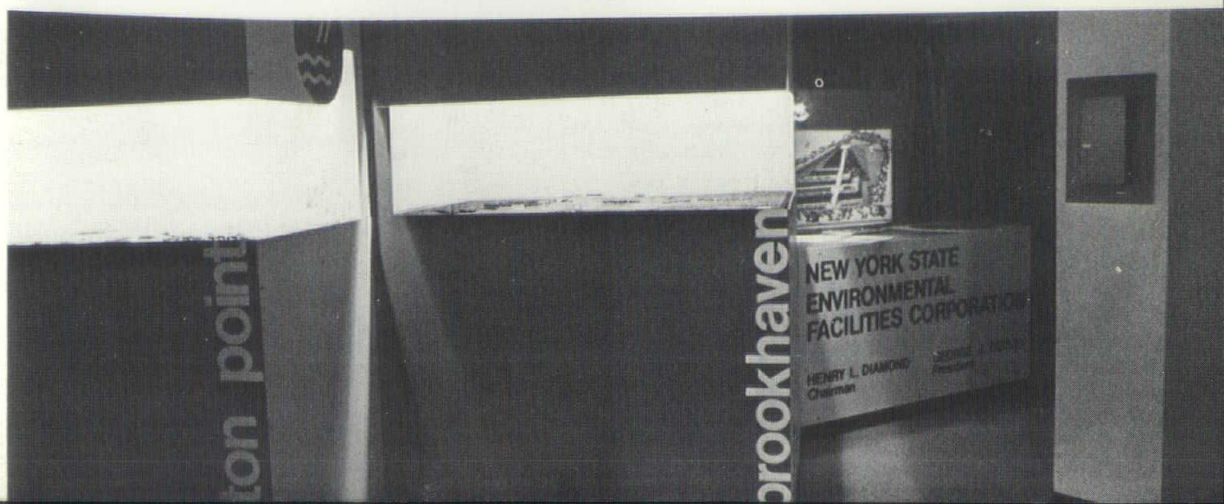
Photo 5
Convention Hall fills up to hear presentations by State Agencies.

CONVENTION



Photos 6 — 8
Three popular exhibits prepared by the major agencies. (see cover for additional exhibits).



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/ DECEMBER 1971

NYSAA/AIA SUPPORTS SINGLE CONTRACT

President Elect Thomas Galvin Speaks Out For Single Contract Legislation

A past president, president-elect, and a director of the Association were among those who appeared at recent NYC hearings held by the New York State Assembly standing committee on Local Governments and Governmental Operations. The chairman of Local Government is Assemblyman Charles Henderson of Hornell. Assemblyman Frank Walkley of Castile heads the Committee on Governmental Operations.

The multiple contract laws are being reviewed by means of various hearings as a result of complaints from State and local contracting officials about the inefficiencies and delays caused by the present statutes. During the 1971 session, members of the Local Government Committee introduced bills which were designed to permit award of local construction projects by single, as well as multiple, contracts. The bills were based on studies conducted by that Committee's Subcommittee on Bidding and Purchase Contracts. The bills did not pass.

This Association continues in support of the optional use of single contracts and reprints testimony of its representatives for your detailed knowledge of the inequities which result from the mandatory use of multiple contracts:

Only five days following his election as President-Elect, Thomas F. Galvin was the initial speaker representing the New York State Association of Architects at a public hearing held in New York City on October 27, 1971. The hearings were sponsored by the New York State Assembly standing committees on Local Governments and Governmental Operations to obtain information and comments on the efficiency and economy of the multiple contract laws (Section 135, State Finance Law, Section 101, General Municipal Law). These provisions mandate separate contracts for plumbing, heating and ventilating and electrical work on public construction projects over $50,000.

The multiple contract laws are being reviewed as a result of complaints from State and local contracting officials about the efficiencies and delays caused by the present statutes. During the 1971 session, members of the Local Governments Committee introduced bills which were designed to permit award of local construction projects by single, as well as multiple, contracts. The bills were based on studies conducted by that Committee's Subcommittee on Bidding and Purchase Contracts. The bills did not pass.

Following the 1971 session, the Assembly Governmental Operations Committee decided to review the multiple contract law as it pertains to State agencies. In order to obtain the benefits of the experiences of individuals expert in the construction process, it was decided to hold joint hearings on the multiple contract mandate.

MR. GALVIN:

Mr. Chairman, members and staff of the New York State Assembly Committees on Local Government and Governmental Operations. Thank you for inviting me to testify on proposed revisions to the General Municipal Law and the State Finance Laws related to the award of contracts for public building construction in the State of New York.

For the record, my name is Thomas F. Galvin. I am a registered architect in the States of New York, Connecticut and Maryland and Chairman of the New York City Board of Standards and Appeals. Prior to my appointment in 1970 to this position, I was a partner in the New York Architectural Firm of Brown, Guenther, Battaglia, Galvin.

In addition to testifying as a former practicing architect, experienced in executing commissions under both the single and multiple contract systems, I am testifying in my capacity as President-Elect of the New York State Association of Architects. This is a 3,500 member organization each of whom is also a member of the American Institute of Architects.

The State Association of Architects has consistently supported legislation which would permit public building construction in New York State to be awarded under a single contract system.

At its recently concluded State Convention, the following resolution was unanimously adopted, and so I quote . . .

RESOLUTION

WHEREAS, the system of requiring separate contracts for public works projects has prevailed generally in New York State for more than 50 years, and

WHEREAS, architects, engineers and public officials, based on their professional experience, are firmly convinced that a change in the Separate Contracts Law would greatly expedite the progress of public works construction and would lead to a considerable saving in the over-all costs of such projects, and

WHEREAS, NYSAA/AIA has long favored single contracts as being in the public interest.

NOW THEREFORE, BE IT RESOLVED that the Legislative Committee of NYSAA/AIA be directed to continue its efforts for a change in the compulsory Separate Contracts Law at the forthcoming session of the Legislature in 1972 to provide for an alternate method of selection of either single contracts or multiple contracts, whichever would be more advantageous, and be it

FURTHER RESOLVED that when single contracts are a method of bidding, the bidder shall include a list of all major subcontractors as part of his bid; and be it

FURTHER RESOLVED that a copy of this Resolution be mailed to every public official involved in the awarding of public works contracts and to solicit his cooperation in this effort.

1972
NYSAA/AIA Convention

ROCHESTER, NEW YORK

October 19 – 22 Thursday to Sunday

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This Resolution by no means represents a panacea to a series of laws which have been embroiled in controversy for over a decade. Rather, it indicates a professional concern for the multitudinous problems indigenous in the multiple contract system.

The Resolution outlines a middle ground solution, a compromise if you will, between widely divergent views held by the mechanical and general contracting associations.

The Architectural profession is keenly aware of the legitimacy of various fears cited by the mechanical and general contracting groups. We recognize that the legislation proposed by the Committees on Local Government and Governmental Operations also attempts to solve the many complex issues by offering reasonable solutions to legitimate grievances.

I will address myself later in my statement to the specifics of the proposed legislation.

In general, the profession will support legislation which establishes the principle of permitting the use of the single contract system when in the best interest of the immediate contract body and the public whom it serves.

As a matter of our professional responsibility to society, the architects have to speak out against the maintenance of an archaic system of building construction that in practices mandates delays in providing essential services and increased construction costs.

At a time when tax dollars are being stretched to the elastic limit, vital social services are not being performed and essential capital construction programs are being curtailed, we believe that it is immoral to continue a system of contract awards that have a built-in 10-15% excess cost factor.

Delays in project completion, which are a trademark of the multiple contract system, contribute to increased cost.

With construction costs rising at a rate of 1-1½% per month, you don't have to be a mathematical wizard to see the relationship between inefficient building practices and the cost of the end product.

I expect that proof of the inadequacy of the present system will be clearly documented later today by testimony received from representatives of various government agencies directly involved in the award of contracts for capital construction programs.

Now turning to background and other pertinent data:

New York State law has in the past 50 years, as mentioned previously in the New York State Association of Architects Resolution, required the letting of separate contracts for public work and school projects. Many sound and valid reasons existed at the time the law was enacted for defining a specific method of awarding contracts.

In the interim period, construction methods, project financing, work practices, sophisticated mechanical requirements and complex planning of new and varied types of facilities have generally contributed to making a mandatory contractual system archaic, costly, inefficient, indefensible in terms of delays in completion and the cause of many claims against the owner.

The client's, and in the case of public buildings, the public's interest, is best served by a method of construction which will produce a quality building for the least cost in the fastest possible time.

The architectural profession recommends and supports, as a viable method of achieving this goal, a contract system which results in a single responsibility for the construction of the building, and a construction contractor best qualified to assume such responsibility.

This responsibility can be defined as a combination of management service, financing, and the assumption of certain risks indigenous to the construction industry. It includes protection to the owner from loss due to increased cost of construction, delay in completion, injury to workmen and the public, damage to adjacent property, imperfect material and workmanship, default of subordinate contracts, unknown underground conditions, theft, labor and material shortages.

When separate contracts are used, much of this responsibility is placed directly on the owner which, in the case of public buildings, results in placing responsibilities and duties upon supervising government officials. The government would lose any advantage which it might otherwise secure from the utilization of a general contractor's organization, powers of scheduling and coordination of parts of the work, safety and arrangements for material storage, and numerous other aspects of the operation.

Today, practically all major Federal agencies use a single contract method as do all but six of the fifty states. Even in our own state, several major agencies successfully utilize the single method of awarding contracts or various adaptations thereof.

Attempts to obtain the expertise of a general contractor while still working within the framework of existing multiple contract laws, have been negated by the court decision in the "Oneida Case" (General Building Contractor v County of Oneida) in connection with the new Mohawk Valley Community Library - Academic Building, where the court ruled a General Contractor could not be held responsible for coordinating the work of several prime contractors even when specified in the contract documents.

Essential to the success of the construction operation is the concept of clear lines of responsibility. This is fundamental. Because the architect cannot direct the actual work in the field but can only insist upon the enforcement of the contract provisions, he cannot "coordinate" the work in the sense of organizing job activities and planning ahead.

The one party uniquely qualified to perform this function is the general contractor.

In respect to the method of contract letting, although the profession believes that in most instances a single contract will produce the best results, the owner's interest is sometimes best served under a flexible arrangement.

No one method of bidding in construction work is always superior to another. It is evident that certain types of jobs or conditions require variation in bidding procedures. The pressure of time often makes it advisable to let separate contracts for foundation work, structural steel, and similar items so that work may get under way prior to the completion of the overall design; or when there

is a particular need for control of contractor selection, such as for kitchen, science or other specialized equipment.

Despite long standing intractable positions upon the part of representatives of both mechanical and general contracting associations, I believe that they would both have to agree that:

1. Both sides are hurting badly through the lack of a single coordinating entity responsible for the full scope and direction of the construction process.

2. A need exists for pre-qualifications of general contractors as well as plumbing, heating, ventilation, air conditioning and electrical contractors.

The mechanical specialty trades contractors, although recognizing centralized direction is important, contend they are harmed by the inability of many general contractors to perform this function effectively. They are afraid that a return to the single contract system will result in their being subject to the inadequacies of broker type contractors, a resumption of bid shopping and delayed payments.

The general contractors in turn object to "shotgun marriages" which is how they describe the assignment of separate primes to another separate prime for supervision and coordination.

They also feel that the listing of mechanical subcontractors on the original go-in bid will lead to inflated mechanical estimates.

It is their fear that the requirement of payment affidavits will be a license for harassment upon the part of the sub-contractors without any means of insuring an improvement in efficiency of the construction operation.

These same arguments have been heard over and over again for the past 13 years at least, without any resolution.

The time has come for special interest groups to put aside their narrow differences for the good of the whole which is the general public. After all, as an industry, we are obstensibly building for the public, not for our own gratification and the building process must be measured in this context.

In any stable, rational society of men, a problem is more often than not resolved by compromise, not a victory or a defeat for one side or the other, but a reconciliation of the different points of view in as fair a manner as is possible under a given set of circumstances. This is the only reasonable approach at this time.

In short, a methodology for efficient bidding and construction practices which would simultaneously serve the public interest while protecting the interest of all parties concerned -- government agency, architect, general contractor and mechanical contractor alike. The proposed legislation is a step in this direction. Now to the specifics of the legislation.

*Assembly Bill 7468 to Amend the General Municipal Law to permit the award of contracts for the erection, construction, reconstruction or alteration of buildings under a single contract basis for projects the cost of which shall not exceed $1,000,000.

The New York State Association of Architects supports this measure as progressive legislation which recognizes the unique problems indigenous to the administration of small contracts.

*Assembly Bill 7469 to Amend the General Municipal Law giving the option to the governing body of a political subdivision or district therein to permit the award of contracts for the erection, construction, reconstruction or alteration of buildings on either a single or multiple contract basis.

The New York State Association of Architects supports this measure as progressive legislation and one which is in the spirit of the Resolution passed by the New York State Association of Architects in its recently concluded State Convention.

As a suggestion to the Committee, you might consider the inclusion of additional language to the bill that would require that:

Where local officials determine to use the single contract system, the following provisions would be applicable:

1. Bidding would be restricted to responsible general contractors who actually perform construction work, or who manage, supervise and coordinate such work.

2. The general contractor would have to manage, supervise, and coordinate the entire job and would have to have a staff adequate to do this work.

I am pleased to see the inclusion of protective wording regarding the assurance of payments by the general contractor to the various sub-contractors.

However, in respect to payment certifications and affidavits, there should be language inserted into the Bill to protect the general contractor against sub-contractors who submit dubious claims, or whose work, although complete, may have been executed in a shoddy and unacceptable manner, or from a sub-contractor who is generally uncooperative.

*Assembly Bill 7470 to Amend the General Municipal Law to provide for the supervision and coordination of contracts let under a multiple contract basis.

The New York State Association of Architects has taken no official position as a body on this particular piece of legislation. However, speaking from experience and, I believe as representative of the thinking of the membership, we have no objections to the concept as outlined.

I would like, however, to call attention to the one word "supervise" which appears on page 2, line 7.

There is a fine line of distinction as interpreted by the courts between the meaning of the word "supervise" and the "on-site responsibilities" of the architect during the construction phase as described in American Institute of Architects Document A201 General Conditions of the Contract for Construction. In brief:

The architect's duty during the construction phase, clearly defined in AIA Documents, is to use his best efforts to seek compliance with the terms of the contract, but he is not and cannot be expected to either participate in detailed directions of the manner in which work is done, or guarantee the performance of one or several contractors. He is not equipped by training and experience to perform this function nor was it the intent of the licensing law that the architect be expected to assume the financial and legal obligations inherent in his action or failure to act as related to the construction operation as distinguishable from overseeing compliance with the contract documents.

This does not in anyway imply that an architect, the design architect for the project or another architect or engineer who possesses the experience, and capability to assume the work of supervision of the construction process should not perform this work.

I just want the Committee to understand that this professional activity represents an additional service over and beyond the normal scope of architectural services performed in connection with a project and for which additional compensation should be paid.

By the same token, the present rag-tag system of multiple contracts has catapulted the architect into a whole series of disputes, confusion, additional burdens and responsibilities beyond the scope of his contract and for the

owner delays which are annoying and almost without exception costly.

Speaking in behalf of the New York State Association of Architects, I wish to applaud the Committee for coming to grips with a major flaw in our public construction practices in this State which have added time and money to urgently needed public facilities.

Thank you.

Thomas F. Galvin, AIA

MR. MELNIKER:

Assemblyman Henderson and Members of the Local Government Committee:

My name is Albert Melniker. I am an architect with my office at 410 St. Marks Place, Staten Island, N. Y.

Thank you for the opportunity of addressing this Committee on a matter of extreme importance to planning and construction within the State of New York.

I appear before this Committee as a practicing architect, with a professional background of over thirty years. As an architect, I have been deeply involved in buildings that must be erected in the fastest possible time, at the lowest reasonable cost.

The objective of good architecture is, of course, rational planning, a pleasing esthetic appearance and a building that satisfies its occupants and its clients.

As a past president of the New York State Association of Architects and as a past president of the Staten Island Chamber of Commerce, the problems of planning and building, particularly as they apply to City and State of New York, have been of extreme importance to us.

The proposal of single versus multiple contracts is a problem which has been plaguing the architects, the engineers, the contractors and City and State officials for many years. Changes have taken place at a rapid pace since World War II and the construction program of this State has been saddled with a procedure and a law which does not benefit the conditions of today.

Last week I attended the Annual Convention of the New York State Association of Architects as a delegate. I would read to you a resolution entitled, "Single Contract for Construction." This resolution was approved by the delegates of the New York State Association of Architects in Convention assembled at Monticello, New York on October 21, 1971.

At this Convention a very interesting statistical item was brought to our attention by John P. Jansson, AIA, the Executive Director of the New York State Council on Architecture. The New York State Council on Architecture, of which George A. Dudley, AIA, is Chairman, has prepared an extensive analysis of construction within this State. I would point out that the design and construction program for fiscal 1969 exceeded the sum of nine billion dollars.

In a study which involved the Ford Motor Company, New York Telephone Company and General Electric for the construction of office buildings in the range of 10-20 million dollars, it was revealed that whereas private industry from the planning through the construction stage completed these projects in two years, State agencies for comparable size and cost of buildings required seven years. A 3-1/2 times increase in the time necessary to plan and build with cost factors representing an approximate increase of 12% per year in the cost of construction is an unnecessary burden. This indicates to us that aside from the loss of the use of the building the taxpayer is spending money which is wasted. In these days of tight budget considerations, we cannot afford this luxury.

At our State Convention we had the pleasure of having State Senator Warren M. Anderson, Chairman of the State Finance Committee, speak. I quote, in part, his statement to our body that he would "introduce legislation at the 1972 session to direct the State Council on Architecture to undertake a comprehensive study of all laws pertaining to planning, design and construction by the State and its municipalities." I further quote Senator Anderson.

"This proposed study is aimed at streamlining and modernizing the building regulations in this State to reduce both the time and cost of public construction projects, and to remove legal restraints which have virtually mandated slower construction at higher costs.

"The law's rigidity prevents agencies in many instances from adopting new management techniques and using technological and systems innovations. A flexible law, which establishes guidelines for agency action rather than mandating a course of action to be followed for every project, regardless of its particulars, is essential if the design, planning and construction agencies are to meet their responsibilities to the people of the State . . ."

"Legal barriers, complicated bidding and award procedures, requirements for contractor performance bonds and other similar restrictions have resulted in delays, spiraling costs and even obsolescence during the period between initial planning and building occupancy.

"The Council on Architecture has developed data showing that public construction takes three times as long as private construction, and at much greater cost. The taxpayer cannot afford the delays and additional expense which outmoded and archaic laws have forced upon public agencies."

In analyzing Assembly Bills No. 7468, No. 7469 and No. 7470, I would make one basic point that the exception of jobs below one million dollars for single contracts is not a realistic figure. It is my opinion that this figure should be nearer the category of five million dollars.

As one who has had direct experience with planning for the Board of Education for the City of New York for both new as well as altered buildings, with the Board of Higher Education and the Department of Public Works, I can vouch from experience that delays, lack of coordination, incomplete work and the number of obstacles created by the need for a single strong controlling element is a condition that must be overcome. The controlling element in this case must and should be a competent general contractor with total responsibility for overall construction.

Obviously, there have been conditions in the past which have raised questions that made the multiple contract system of value under certain conditions. The American Institute of Architects recognizes this and, as such, has created an agreement form between the general contractor and the subcontractor, known as Form A-401. This is an equitable form of agreement which creates a relationship of confidence and trust between the general contractor and the subcontractor.

Currently, there is the technique of construction management, which has further created another procedure and set of controls for the construction of buildings. The construction management technique is not necessarily a substitute for the general contractor. It is exactly as the name implies - the management of construction. There is more to management than simply the handling of administrative procedures. There is construction expertise required for total job coordination.

In the proposed legislation, the objective of having options, depending on the size, scope and time of a project

should be given consideration. The vast dollar amount of many current jobs, the time required to complete the structures, and the number of unknowns which time brings, requires alternate contract methods. There is need for an alternate set of conditions that will provide for either single or multiple contracts, depending on the scope of the job. The Federal Government, as a point of reference, does not permit multiple contracts. They have for years operated on the basis of a single contract system.

We have reached the point where planning and construction in dealing with the corporate client and the governmental client requires communication. This communication should be labeled teamwork. It is obvious that the approach intended by proposed legislation on the development of a single contract system and its alternates will produce better planning, better architecture, better buildings at lower cost and in faster time. This will give new and higher status to the field of general contracting and the building industry. It will east the burden of time required by agencies to plan and build a construction project. It should create more efficiency and result in effective construction in reduced cost.

Albert Melniker, AIA

MR. LITCHFIELD:

My name is Lawrence Litchfield. I am an architect with Litchfield Grosfeld Weidner which, with its predecessor firms, has been practicing in New York City since 1914. I am a member of the Boards of Directors of the New York City Chapter, American Institute of Architects and the New York State Association of Architects. For fifteen years it has been necessary for me personally to deal with the consequences of the multiple-contract law. In projects for New York City, Nassau County, Westchester County, New York State and various school districts in the State, ranging in size from several hundred thousand to ten million dollars, it has been my unvarying experience that the multiple-contract law works to the serious disadvantage of the State and all of its citizens except those engaged in mechanical and electrical contracting. That the present law benefits these mechanical and electrical contractors may be deduced from the vehement and skillful opposition they and to my knowledge, only they, have always mounted against any legislative proposals to alter the law. It is true that a law permitting single contracts for public construction could be harmful to these contractors by exposing them to the common maladies of "bid shopping" and delayed payments. But, firstly, it is poor politics and poor economics to protect a tiny minority of the population at the expense of the vast majority, and, secondly, it is possible largely to protect the mechanical and electrical contractors against these practices, as your Amendment 7469 does.

How does the present law work to the disadvantage of all but mechanical and electrical contractors? With multiple contracts no one contractor is responsible for general coordination. This leads inevitably to inefficiency, delays and extra costs. One more cross which a heavily taxed public must bear is the fact that school boards and other public bodies are increasingly finding themselves exposed to lawsuits by contractors for delays which have resulted almost entirely from the multiple-contracts law.

Much of the construction built with public monies over the last decade in New York State has been sponsored by one of the several public benefit corporations, especially empowered by the Legislature to build with single contracts. This power would not have been sought nor, more important, sustained, if it did not result in faster and more efficient construction. And the fact the private construction has been executed almost without exception with single contracts, is eloquent free-market testimony to the efficiency and economy of this method.

Regarding the specific amendments proposed:

I oppose number 7468 because I feel that setting an upper limit of only one million dollars for a single contract will fail to touch those larger projects in which inefficiency and time delay have caused the loss of the largest part of the sum the public must pay annually to support the multiple-contracts law.

I support number 7469, except paragraph C, which permits bidding according to both methods simultaneously. Logic and the New Jersey experience suggest that mechanical and electrical contractors can so arrange their bids that the sum of the separate multiple contracts will always be lower.

I oppose number 7470. While clause a) does assign a coordinative function to one of the contractors, past experience, in which, before the Oneida decision, the general contractor was required to coordinate all contracts, has taught us that since the association among the contractors is a "shotgun marriage" the general contractor has little control over the other contractors. In a complex construction project, as in any project, unitary control is the key to rapid, efficient progress. I oppose clause b) of number 7470 because it will unnecessarily add to the cost of multiple contracts by requiring additional fees for architects or engineers. Further, the architect cannot "see to it" that work is performed in accord with drawings and specs because he is not a party to the construction contracts and thus lacks the leverage to impose his will on the various contractors.

In conclusion, I wish to comment that to say that a single contract law exempts one-half of a project (the mechanical and electrical half) from public bidding, as some specialty contractor's associations have, is specious. Under either a single or multiple contract law many, many dozens of sub-contractors are not subject to the *public* aspects of competitive bidding. However, the *competitive* aspect of specialty contract bidding is as undiminished under single contract as it is under multiple contract law.

Thank you.

Lawrence Litchfield, AIA

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I certify that the statements made by me above are correct and complete. Harry Gluckman, Publisher.

7A REHABILITATION— continued

apartments and the architect's or engineer's report is presented as additional evidence as to the building's defects. After the owner presents his defense, the judge then decides the case - most often in favor of the tenants.

In a recent 7—A case in which I was involved, in the Borough of Queens, where the tenants were represented by the Queens Legal Services Corp., the attorney in charge felt that the owner of the building was exceptionally recalcitrant and that the case would require an architect's testimony. The case went to trial and testimony was given by the tenants and myself concerning the deplorable conditions that existed in the building. The owner's attorney objected to many of the items in the building inspection report, claiming that they did not exist, but was unable to convince the judge that the building was not in desperate need of repairs. The judge, at this point, made the building inspection report the official list of repair work to be done and stipulated a time limit to complete the repairs. Also, he had the Court Clerk hold one month's rent in escrow. At the end of the specified time limit, the judge had all parties involved return to court to assess the repair work, instructing the owner to complete the remaining work and releasing some rent money to help him finance the repairs.

The building was eventually substantially rehabilitated, which included roof patching, window repairs, plaster work, plumbing and electrical work, new water risers and other miscellaneous repairs.

In cases where an owner absolutely refuses to rehabilitate his building, or if the building has been abandoned by the owner, the court can appoint an administrator to take charge of the repairs. By law, the administrator must be an attorney, a licensed real estate broker, or a Certified Public Accountant; his task is to manage the building and contract and pay for repairs out of rent money, until repairs are completed.

From a number of discussions that I've had with attorneys who handle 7-A cases, strong efforts are made to persuade owners to make the repairs, rather than have an administrator appointed. This is because, despite the inevitable balkiness, the owner generally has a greater financial capability than an administrator; since the administrator's repair money must come solely from rents, which means that repair work often must be dragged out. Also, it is difficult to find qualified people willing to take on the job of administrator, since the fee is generally only 10% of the rents collected. It would seem ideal if responsible tenants or block workers would be able to be appointed administrators, as has happened in a few cases.

There are a number of problems that an administrator faces when he assumes the job, outside of the limited availability of funds; legally he cannot evict non-rent paying tenants or rent vacant apartments, which cuts into his money for repair work. In some cases, once the building is in the hands of the administrator, the owner abandons it until repairs are made, and since the administrator cannot legally use rent money to pay operating expenses, operating bills often go unpaid. Also, the law requires that tenants must pay their rents directly to the Court Clerk, which means that each time the administrator needs funds, he must apply to the court. However, this inconvenience has been avoided since judges usually order rents to be paid directly to the administrator, who in turn deposits them in a designated bank and draws checks to pay for the repairs.

Bills pending in the State Legislature of New York would, if passed greatly help to unshackle the administrator, therefore prompt legislative action would be a tremendous boost to the 7-A program.

Implementing 7-A proceedings in buildings abandoned by their owners, has proven to be a particular headache in the city of New York. This is often because major repairs - such as a new boiler or extensive replumbing - cannot possibly be covered by the rent rolls, and banks and other institutions refuse to make loans to administrators on the grounds of inadequate collateral. Therefore, many of these buildings are not repaired and continue to deteriorate and are finally abandoned by the tenants.

To help solve this problem, New York attorney, Bernard Hanft, devised what is known as the 7-A ERP plan. Under this plan, major emergency repairs are done through the City of New York's Emergency Repair Program, with the proviso that the administrator, using rents, will reimburse the city over a period of years.

Despite the months it took to hammer out the first of this type of agreement with the City, Mr. Hanft feels that this constitutes a completely new venture for the city, causing them to be hesitant. But, he feels that in future negotiations, the city will take much less time to arrive at such an agreement.

The 7-A ERP plan has proven successful in a number of owner abandoned buildings. For example, a structure on Manhattan's West 119th Street that had been without heat for over two years, received a new boiler under this plan. In this case, the court appointed a tenant as an administrator.

When the 7-A ERP plan is utilized, an architect or engineer submits to the City two schedules of repair work to be done and an estimate of the costs; one schedule lists the work to be done by the ERP and the other lists the work to be performed by the administrator. In an East 116th Street building being renovated, under this plan, the administrator was responsible for plastering, painting and electrical repairs, while the City would rehabilitate the boiler, plumbing system and replace broken windows.

Though still relatively new, the 7-A ERP plan has potential to solve one of New York's toughest rehabilitation problems if its use continues, and with little cost to the City.

An interesting and important outgrowth of the 7-A proceedings that I've noticed, has been the tendency of tenants to unite around the fight for better housing conditions. Strong tenant organizations have formed as the result of the 7-A actions, and have been effective in such areas as building security and maintenance, but mainly it has given them courage to fight for their rights against the slum owners.

Occasionally, when tenants band together for the purpose of initiating a 7-A case, the landlord has obviated the necessity for such proceedings by voluntarily making repairs. An attorney from the Bronx Legal Services Corporation B stated that some owners are anxious to head off such legal action for fear that they will lose rent money or, even worse, that their building mortgages might be foreclosed.

As far as I am aware, the 7-A proceeding is the only available means tenants have of getting substantial repairs to their building, outside of the City's Emergency Repair Program, which cannot begin to handle the repairs to the thousands of slum buildings throughout the city.

In 1969 and 1970, a total of 22,564 publicly-funded apartments were completed in New York City. However, during these same two years, the City lost an estimated 70,000 apartments through abandonment and many of the existing slum apartments continued to deteriorate.

If put to greater use, 7-A could be a major force against this vicious cycle of deteriorating housing, not only as a time-buying measure until new structures can be built, but as an ultimately inexpensive means of preserving the existing housing supply. ▪

KEYNOTE SPEECH – continued

Uniform Construction Specifications Format which we anticipate will be put into effect by a directive from the Governor in the very near future. We have addressed ourselves as well to the adoption of uniform general conditions, the question of the architect's responsibility during construction, the tremendously important problem of programming effectiveness by the many State agencies involved, and the dissemination of information on new technologies, such as building systems construction. We are already assisting the Building Industry Data System (BIDS) being operated by the Center for Architectural Research at R.P.I. We have supported strongly the proposal of a systems approach for rehabilitation of existing State facilities, a program referred to as SAREF. Beyond these activities we have requested support in our current budget request for the initiation of a Technical Information Clearing House and a State Building Research Institute.

You can see the nature of the approaches we believe in as we carry out our Legislative mandate to achieve excellence in architecture. We do not believe that this should be an exercise in superficial design therapy. We believe that given the proper conditions under which they can perform to their fullest capabilities, architects will achieve for the State the quality of excellence which you have already demonstrated in many cases, which is less costly to the State and which can be produced when needed and maintain its excellence as our man-made environment over the years.

Many of the activities I have mentioned might come as somewhat of a surprise to some of those who drew up the Act establishing the Council (as it was an outgrowth of the Council on the Arts). We push as hard as we can with our very limited appropriations for the other stated purposes: the encouragement of public support of excellence in architecture, the inclusion of works of fine arts to compliment good architectural design, and to assist in historic preservation. We have made some progress in each of these areas but need the kind of support indicated in our budget request in order to make any really significant progress.

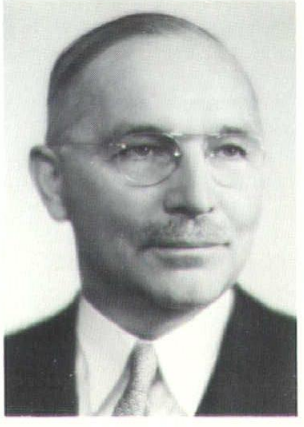
I am putting before you some of the elements of the way in which the State has attempted to gear itself up to working most effectively with you. You will be hearing many more specifics in the course of the day from representatives of the major building agencies. We are trying to do our best to do our part. You are practicing in a unique State, in my opinion, in its sheer volume of opportunity, its positive demand for quality performance, and the steps which it has been and is taking to provide the mechanisms for the achievement of these potentials. It is up to you to participate in the total governmental process. You have clearly shown your support of the Governor's building programs in the past. I feel very strongly that clear support of the work of the Council on Architecture is possibly the most direct assistance that you can give to the joint accomplishments possible for the State and the professions in this unique decade that lies ahead of us. We are all in a very special set of circumstances here in New York State of which the professionals should take the maximum advantage at this time of its greatest opportunity. We in the State will be putting before you all that we are trying to do and the hopes we have. ▪

EDUCATION LAW – continued

defines engineering as performing professional services such as planning, design, supervision of construction in connection with structures, utilities, equipment, processes or projects wherein the safeguarding of life, health and property are concerned when such services require the application of engineering principals and data. In utilizing the term supervision, as contrasted to the term administration of construction contracts in the definition of the practice of architecture, it is uncertain whether the legislature intended to describe a different function.

The modifications to the Education Law also include a provision relating to the practice of engineering to the effect that no county, city, town, village or other political subdivision of New York shall construct any public work involving engineering for which plans and specifications have not been made by, and the construction and maintenance supervised by, a professional engineer. This provision expressly provides that it shall not be construed as preventing any such public body from engaging an architect for the preparation of plans and specifications and the supervision of construction in connection with public works. Some of the implications of this provision are uncertain.

As in the case of any new law, the amendments to the Education Law regulating professional practice are subject to interpretation and judicial construction. Until these amendments have been subjected to this process, their full significance cannot be determined with finality. It is important, however, that the profession be aware that there have been modifications to the basic statute which governs its performance and to examine these changes not only to insure compliance, but for the purpose of analyzing what additional changes and clarifications are required. ▪



IN MEMORIAM

C. STORRS BARROWS

FAIA

C. Storrs Barrows, FAIA, Past President NYSAA 1947-49 and Past AIA Director of New York Region, died at the age of 82 in Sarasota, Florida, where he resided. A native of Rochester, he graduated from the University of Rochester in 1912 and began his architectural practice. Prior to his retirement in 1966, he was senior partner in the firm Barrows, Parks, Morin, Hall & Brennan of Rochester. Mr. Barrows was elected a Fellow in 1951.

SHOP DRAWING PRACTICES -updated

By Samuel M. Kurtz, F.A.I.A.

This article is based upon a "Study of Shop Drawing Practices" prepared by the Office Practice Committee of the New York Chapter A.I.A. in 1959, and published by the A/E News in December 1960. It has been edited and updated by Samuel M. Kurtz who was chairman of the Committee at that time. Mr. Kurtz was an associate member of the architectural firm of Kiff, Voss & Franklin – where he had been office manager and projects supervisor for a number of years; and served in 1969 as Chairman of the A.I.A. National Committee on Production Office Procedures. He was elected to the College of Fellows in June 1970. Currently he is a consulting architect in North Miami Beach, Florida.

Part II of a Three Part Series

At the time the shop drawing practice paper was prepared by the N. Y. Chapter A.I.A. Office Practice Committee about ten years ago, they had agreed that shop drawing checking was a costly procedure and a 'necessary evil'. As chairman I had suggested that while shop drawings may have been essential in the days when design drawings were limited to profiles and outlines, they no longer were essential in today's practice of completely detailed drawings and comprehensive specifications. Provided – of course – that the architect or engineer had sufficient confidence that if his construction documents were followed they would produce his intended results.

A "giant step" in this direction entitled "A Proposal to Amend the A.I.A. General Conditions Regarding Shop Drawings" was published in the Empire State Architect Jan./Feb. 1964. (See Appendix D) Contractors were quick to respond with an article entitled "A General Contractor Looks at Shop Drawings" by H. T. Noyes, Chief Engineer for the Turner Construction Co. published in a subsequent issue of the Empire State Architect (See Appendix E).

The idea seemed to be another impossible dream. In any event nothing happened; shop drawing practices continued as usual, and the associated checking and procedural problems remained. Thus, except for modifications incorporated to reflect references to current editions of A.I.A. Documents, and the inclusion of pertinent comment from other studies on the same subject (see appendices) the following edited version of the N. Y. Chapter's shop drawing study of 1959 should be as useful and valid today as it was then.

Contents

APPENDIX A

Shop Drawing Approval Stamps

Example I

ARCHITECTS OR ENGINEERS NAME	
	APPROVED
	APPROVED AS NOTED
	REVISE AND RESUBMIT
	NOT APPROVED
CHECKED BY DATE	
APPROVAL IS FOR DESIGN ONLY. CONTRACTOR IS RESPONSIBLE FOR QUANTITIES, DIMENSIONS AND COMPLIANCE WITH CONTRACT DOCUMENTS, AND FOR INFORMATION THAT PERTAINS TO FABRICATION PROCESSES OR TECHNIQUES OF CONSTRUCTION AND FOR COORDINATION OF THE WORK OF ALL TRADES.	

Except for text this is similar to A.I.A. P.O.P Committee Stamp.

Use Stamp as follows:

If there are no corrections noted, check APPROVED.

If review has been completed and corrections noted, check APPROVED AS NOTED. If corrections are few, it may be desirable not to require revision or corrections, in which case the corrected drawing is designated as acceptable basis for fabrication and installation.

If review has not been completed and new prints of the corrected shop drawing are to be submitted, check REVISE AND RESUBMIT.

If there are too many corrections, check NOT APPROVED.

Date and Sign.

It is recommended that fabrication be at the contractor's risk until all required revisions and resubmissions have been approved.

Example II

ARCHITECTS NAME	
	APPROVED
	APPROVED AS NOTED
	REVISE AND RESUBMIT
	NOT APPROVED
DATE BY	
THIS DRAWING HAS BEEN REVIEWED IN ACCORDANCE WITH THE PROVISIONS OF THE CONDITIONS OF THE CONTRACT	

The 1969 A.I.A. P.O.P. Committee suggested stamp, with text in the box more generally comprehensive than in Example I.

Example III

NAME OF ARCHITECT
REVIEWED
BY DATE
THIS ACKNOWLEDGES RECEIPT FOR RECORD ONLY

Apparently no responsibility is assumed.
Validity of this is highly questionable.

Example IV

ITEMS SHOWN ON THE SHOP DRAWINGS ARE

REJECTED

X Y Z CONSULTING ENGINEERS

Date _____ By _____

REVISE AND RESUBMIT

Intent is unmistakable.

Example V

SHOP DRAWING REVIEW

REVIEW IS FOR GENERAL COMPLIANCE
WITH CONTRACT DOCUMENTS
NO RESPONSIBILITY IS ASSUMED FOR
CORRECTNESS OF DIMENSIONS OR DETAILS

NO EXCEPTIONS TAKEN
MAKE CORRECTIONS NOTED
AMEND AND RESUBMIT
REJECTED— SEE REMARKS

X Y Z CONSULTING ENGINEERS

Date _____ By _____

Avoids the word "APPROVED".
Many architects feel that compliance with contract documents is the responsibility of the contractor.
(See P.O.P. stamp)

Example VI

NAME OF ARCHITECT	
	NO EXCEPTIONS TAKEN
	MAKE CORRECTIONS NOTED
	AMEND AND RESUBMIT
	REJECTED – SEE REMARKS
CHECKING IS ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND COMPLIANCE WITH THE DESIGN INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS AND FOR INFORMATION THAT PERTAINS SOLELY TO THE FABRICATION PROCESSES OR TO TECHNIQUES OF CONSTRUCTION; AND FOR COORDINATION OF THE WORK OF ALL TRADES.	
DATE:	BY:

Similar to Example V except for amplified text.
Again– "APPROVED" or "DISAPPROVED" is avoided. But is it really evaded?

Example VII

ITEMS SHOWN ON THE SHOP DRAWINGS
MAY BE FURNISHED WITH CORRECTIONS SHOWN
IN ACCORDANCE WITH THE FOLLOWING:

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

X Y Z CONSULTING ENGINEERS

Date _____ By _____

A "single purpose" stamp —"MAY BE FURNISHED WITH CORRECTIONS SHOWN". Avoids use of word "APPROVED" for whatever value that may be.

Example VIII

☐ FURNISH AS SUBMITTED ☐ REVISE AND RESUBMIT

☐ REJECTED ☐ SUBMIT SPECIFIED ITEM

☐ FURNISH AS CORRECTED

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

X Y Z CONSULTING ENGINEERS

Date _____ By _____

The word "APPROVED" is avoided but not necessarily evaded.

Example IX

☐ NO EXCEPTION TAKEN ☐ MAKE CORRECTIONS NOTED

☐ REJECTED ☐ REVISE AND RESUBMIT

☐ SUBMIT SPECIFIED ITEM

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for: dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction, coordination of his work with that of all other trades and the satisfactory performance of his work.

X Y Z CONSULTING ENGINEERS

Date _____ By _____

Note avoidance of the term "APPROVED".

Example X

ITEMS SHOWN ON THE SHOP DRAWINGS MAY BE
FURNISHED AS SUBMITTED IN ACCORDANCE
WITH THE FOLLOWING:

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

X Y Z CONSULTING ENGINEERS

Date _____ By _____

A "single purpose" stamp — "FURNISH AS SUBMITTED" Avoids use of term "APPROVED".

Example XI

FROM SEPTEMBER 1969 EDITION, CHAPTER 18, CONSTRUCTION CONTRACT ADMINISTRATION A.I.A. HANDBOOK OF PROFESSIONAL PRACTICE.

APPROVAL – The architect approves the Shop Drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The approval does not extend to Shop Drawing information related to shop fabrication processes, field construction techniques, or coordination of trades and their work.

Recommended Shop Drawing stamp language is as follows:

"Approved ( )

Approved as Corrected ( )

If checked above, fabrication MAY be undertaken. Approval does not authorize changes to Contract Sum unless stated in separate letter or Change Order.

If checked below, fabrication MAY NOT be undertaken. Resubmit corrected copies for final approval. Correction shall be limited to items marked.

Revise and Resubmit ( )

Not Approved ( )"

"Reviewing is only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the site; for information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; and for coordination of the Work of all trades.

SMITH AND JONES

Date: ____________ By ______________________________."

APPENDIX B

Shop Drawing Record Form

NAME OF JOB:	JOB NO.:	TRADE:	SPEC. SEC. NO.

ARCHITECT OR ENGINEERS NAME				1st Submission							2nd Submission							3rd Submission							STATUS
SHOP DRAWING RECORD				RECEIVED			SENT				RECEIVED			SENT				RECEIVED			SENT				
FILE NO.	Submitted By	Dwg. No.	Drawing Title	From	Quan.	Date	To	Quan.	Date	Act.	From	Quan.	Date	To	Quan.	Date	Act.	From	Quan.	Date	To	Quan.	Date	Act.	

KEY TO SYMBOLS						
	FIRMS	(G) Gen'l Contr.	(SC) Sub-Contr.	(S) Struc. Eng.	(M) Mech. Eng.	(E) Electrical Eng.
	ACTIONS	(D) Disapproved	(A) Approved	(AN) App'd as Noted	(R) Revise and Resubmit	

PART III will appear in MARCH 1972 ESA.

LETTER TO EDITOR– continued

There is an additional amount to pay for social security tax. $243 to be exact (2.7% of $9,000). Since this amount is tax deductible, the cost will range from 52% to 78% of this figure.

As an employee of a corporation you must be covered by D.B.L. (Disability Benefits Law). This may cost about $25.00 per year (also tax deductible), but then you are entitled to $85 of tax free pay for up to 6 months of disability.

4. You will have to pay a State Franchise Tax, and not get any corporate tax treatment from New York State.

Because the P.C. act does not allow for the alternative methods of tax computations (except for real property owned outside of the state) the tax is $100 per year.

You will be taxed by the State as you have always been. However, medical reimbursements plans are *fully deductible* under the Act.

5. They are going to change the Keogh Act.

The proposed changes in Keogh refer only to the amounts allowable for contribution. Even if they allow 25% instead of 10%, early distribution to owner employees will still be a violation. Lump sum taxation will not change. The $5,000 tax free benefit will not be allowed. The Owner employee's estate will still have to pay taxes on death proceeds. Employees with 3 years of service will have to be admitted to the plan, and be fully vested in their accounts.

The foregoing are not present in corporate plans, because corporate plans are for "employees". Note that under Keogh there are no penalties for early distribution to employees - only for *owner* employees. The government wants to encourage corporate pension plans so that they will not have to face the problem of a large indigent overage population. Note too that the 1969 Tax Reform Act limited "partners" to 10% or $2500, but not employees.

The government's intention has always been to encourage pensions for employees. There is no reason to believe their outlook will change.

6. They are going to change the rules for corporate plans.

This may be true. However, if the foregoing statements are true, and the thrust of the government's aims in pensions is to make sure employees are given pensions by private enterprise, the changes should not be too drastic.

In addition, it must be pointed out that the government has never changed pension rules for plans already in existence. Except for integrated plans formulae in the '69 Act (these will be changed back to their former status as of January 1972). Thus it would behoove us to take advantage of *today's* rules before they are changed (if they are to be changed at all).

These are the most prevalent points raised. It is my opinion that none of them should dissuade anyone from "going P.C." if it makes sense.

How do we know, however, if it does make sense?

Let us look at a typical case and show how incorporation would benefit the individual.

FEASIBILITY STUDY FOR PROFESSIONAL CORPORATION

SOLE PROPRIETORSHIP

1. Schedule "C" income (prev. yr.)		$35,000
2. Keogh contributions for self		2,500
Sub-total (1 minus 2)		32,500
3. Dependent exemptions - 4	$2,500	
4. Other deductions	1,000	
Total Deductions		$ 3,500
5. Net taxable income (2 minus 4)		29,000
6. Federal Tax		7,490
7. Net income (2 minus 6)		25,010
8. Fixed Costs		
Life Insurance premium (Face Amount $80,000)	$1,200	
Blue Cross	300	
Major Medical	180	
Disability Insurance	220	
Savings & Investments	3,000	
TOTAL		$ 4,900
Net Spendable Income (7 minus 8)		$20,110

TOP TAX BRACKET = 39%

CORPORATION

1. Gross Corporate Income (Same as Schedule "C")		$35,000
2. Other expenses		
Pension*	$6,000	(1000 Life) (5000 Inv)
Blus Cross	300	
Major Medical	180	
Group Life Insurance		
Disability Income	220	
TOTAL		$ 6,700
3. Salary (1 minus 2)		28,300
4. Dependent exemptions	$2,500	
5. Other Deductions	1,000	
TOTAL DEDUCTIONS		$ 3,500
6. Net taxable income (3 minus 5)		24,800
7. Federal tax		5,948
8. Net income (3 minus 7)		22,352
9. Fixed Costs		
Remaining Life Insurance	$ 500	(30,000)
Savings & Investments	1,000	
TOTAL		$ 1,500
10. Net spendable income (8 minus 9)		20,852

TOP TAX BRACKET = 36%

* It is assumed that most of the current investment dollars will be in the pension as well as a substantial amount of current life insurance.

What was accomplished:

1. Before Incorporation all of his life insurance was includible in his estate, and therefore taxable. After incorporation, the bulk of his insurance was moved inside the corporate pension plan, and therefore not taxable in his estate.

2. All savings and investments were being built up in his estate. Now the bulk of investments are building *tax free* and are outside of his estate.

3. Total savings and investments as a sole proprietor totalled $5,500 ($2,500 Keogh; $3,000 after taxes), total after Incorporation is $6,000 ($5,000 pension; $1,000 after taxes).

4. Life Insurance protection was $80,000 before incorporation and is now $100,000.

5. Federal Income Tax saved after incorporation $1,542.

6. Additional Spendable income after incorporation: $742 (if savings and investments had remained the same, the difference would have been $1,242.

7. Top tax bracket was 39%. After incorporation it was 36%.

These are the economic gains. These, coupled with the protection inherent in all corporations, for the individual - except for liability arising out of malpractice - should help you make up your mind.

If you were this man, would you be deterred by the earlier stated objections?

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