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KANSAS CITY CHAPTER

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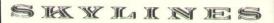
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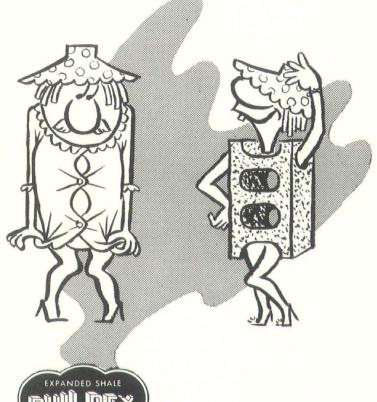


THE MONTHLY PUBLICATION OF THE KANSAS CITY CHAPTER OF THE AMERICAN INSTITUTE OF ARCHITECTS

306 DAVIDSON BUILDING KANSAS CITY 8, MO.

	Vol. 11
	No. 1
	JANUARY, 1961
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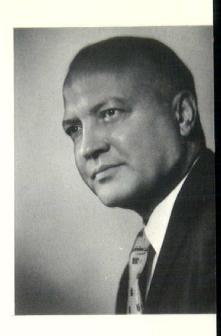
Prepared by BUILDEX, INC.
Phone CHerry 2-2177, OTTAWA, KANSAS



NEW CHAPTER OFFICERS FOR 1961

JOHN M. HEWITT PRESIDENT

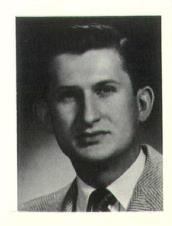
Col. Hewitt is a partner in the firm of Hewitt & Royer. The "Colonel" appellation is his military rank, won by many years of Army service in the reserves and on active duty. President Hewitt is a member of the K.C. Area Hospital Plannina Committee, the C. of C. Military Affairs Committee, Chairman of the AIA Regional Committee on Hospitals & Health and a member of the AIA National Hospitals & Health Committee. In addition, he is active in several military and reserve groups, including the Military Order of the World Wars.





Frank Grimaldi, left, is the newly-elected Vice President. A partner in Shaughnessy, Bower & Grimaldi, Frank has held many Chapter offices over the years. As the first editor of SKYLINES, he presided at the birth of a bouncing publication now in its eleventh year.

William M. Conrad, right, heads his own firm and is the Chapter Secretary for 1961. Bill has served as Secretary previously and just completed a successful term as chairman of the Honor Awards Committee. He is a member of the Kansas City Chamber of Commerce.





Gene E. Lefebvre, left, was re-elected Chapter Treasurer. The keeper of our books is in partnership with John Monroe, as Monroe & Lefebvre. Gene is a member of the Kansas City Chamber of Commerce and the Professional Men's Club.

Maxwell T. Sandford, right, the hard-working chairman of the Education, Research & Scholarship Committee, was elected to fill the unexpired directorship vacated by Frank Grimaldi. Max is a partner in the firm of Dan R. Sandford & Sons.





Conrad J. Curtis, left, partner in Curtis & Cowling, is the only hold-over director. His eterm expires in 1962. Connie has been active on many Chapter committees and most recently served two terms as Chapter Treasurer. He is a member of the Optimists Club.

Louis H. Geis, right, was elected to a threeyear director's term. Lou is a partner in the firm of Geis-Hunter-Ramos. He serves as a planning commission member in Johnson County and also holds memberships in the Kansas City, Kansas and Missouri Chambers of Commerce.



Architecture is

BIG Business in

Kansas Cityl

In a survey last summer, covering 12 A.I.A. offices (out of the 62 offices represented in the K. C. Chapter in the Metropolitan Area) the following information came to light:

Some 146 jobs with a total construction cost of \$110,000,000 (one hundred ten million dollars) were on the books of these 12 offices. These figures represented only clients and jobs outside of the five-county Metropolitan K.C. Area. While no accurate projection of the figures could be made for all 62 offices, because of varying factors, it was a safe estimate that at least \$200,000,000 (two hundred million dollars) in out-oftown work was then scheduled among K.C. architectural offices with AIA membership.

Applying an average 6% architectural fee to the \$110,000,000, gives \$6,600,000. These dollars are brought back into the Kansas City area from out-of-town clients, to be disbursed locally for wages, equipment, rent, taxes, insurance, etc.

Two other important factors are involved in these figures. Since we are talking about architects located in Kansas City, it is a safe assumption that the majority of these jobs are done by local suppliers, contractors and sub-contractors, serving to bring even more of the \$110,000,000 total into Kansas City.

And, while no attempt was made to cover any local work in this survey, it might be pointed out that out-of-town financing is often a factor in local building, releasing even more "foreign" dollars into our economy. True, architecture's contribution to society is seldom viewed from a cold dollars and cents angle, but these figures indicate that architecture, as such, is one of Kansas City's most important single industries.



Taking a broad view of the setting for the 1961 national Convention of the American Institute of Architects members of the Women's Committee of the Philadelphia Chapter lay plans for a variety of events to entertain the wives of some 2,000 architects from all over the country attending the Conventionnext April 24-28. Among the highlights on the week-long agenda are a visit to the famous Henry Francis duPont Winterthur Museum and the 1,000-acre Longwood Gardens; a private performance at the Playhouse-In-The-Park: tea with famous artists of the Eastern seaboard at the Museum of Art; and tours of many fine old Philadelphia town houses. Mrs. Arthur B. White, left, is chairman of the committee. With her gtop Philadelphia's Architects Building is Mrs. Elisha Safford, Jr.

At right is an action shot of some 36 architects and engineers getting down to business on the salad course at a recent meeting of the Missouri State Board of Registration and representatives of 13 architectural and engineering professional organizations. Miss Clemmie Wall, good right hand of the Board, is visible at the far end of the table.



A NEW VISTA OF ARCHITECTS' LEGAL RESPONSIBILITIES

BY VICTOR O. SCHINNERER, PRESIDENT VICTOR O. SCHINNERER & CO., INC.

(Drawings with this article courtesy of WISCONSIN ARCHITECT)

Several years ago a two-year old boy fell off the rear stoop of an apartment house in Binghamton, New York. Since he was seriously injured, his parents engaged a lawyer to determine who was responsible. Naturally, you would assume that this would be the owner of the apartment building who had a rental agreement with the boy's parents. Actually, a completely different person also was hailed into court — the architect who had designed the building six years before. It was alleged that he had prepared an unsafe design by failing to put a railing around the stoop or by failing to have the center step extend for the stoop's full length.

Fortunately, for the architect, the court released him from the suit because of a legal defect in the complaint against him. But the real significance of the ruling was the implication that if the court had concluded otherwise, the architect would have been liable. The court ruled:

"...we conclude that the 'principle inherent' in the MacPherson doctrine applies to determine the liability of architects or builders for their handiwork...." (MacPherson v. Buick Motor Co., supra, 217 N.Y. 382, 111 N.E. 1050, L.R.A. 1916F, 696)

In the Binghamton case, this rule was held to also apply to those who plan and put up structures on real property. To architects and engineers all over the country this opened up a whole new vista of legal responsibility.

The reason was that, historically, under what is known as "privity of contract", architects and engineers were considered to have a legal relationship only with the owner who engaged them. Thus, they could be held liable only by the owner, not by others with whom they had no contractual relation. Today, however, this ancient concept of privity between two parties has been challenged and overthrown inthe courts. And the consequences in a number of cases have been very disturbing to all members of the architectural and engineering professions.



With a widening circle of contractors, sub-contractors and suppliers, the architect's responsibility becomes harder to place.

Take the case of an architectural firm in Louisiana that designed and supervised the construction of a hospital. There was nothing wrong with the design. There was something wrong with the plumbing sub-contractor's shop drawings — he failed to install a pressure relief valve that was called for in the architect's plans. It so happened that even before the architect was notified that the boiler had been installed, the sub-contractor ran a test, the boiler exploded and a workman was killed. His widow filed suit against many parties, including the architects who designed the building, the consulting engineers employed by the architects and the manufacturers of various items of equipment used on the domestic hot water system.

She obtained a judgment of \$58,700.00, not from the contractor or sub-contractor or consulting engineer or manufacturer, but from the architects. One reason for this verdict, in the words of the lower court judge, was that architects are supposed to "snoop, pry and prod" and, if they had done so in this case, they would have discovered the omission of the safety valve.

The Court of Appeals upheld this ruling, stating that: "In view of the circumstances herein shown, we believe a duty existed on the part of the architect to use reasonable care toward the contractor and his employees as well as the various subcontractors and their employees whom the architects had every reason to anticipate would be involved in the construction of this particular project. An architect employed to prepare plans for and supervise construction of a building or facility....must exercise reasonable diligence and care under the circumstances to protect against injury to those who may be reasonably foreseen to be imperiled by defective or improper construction or lack of adequate supervision."

The Circuit Court not only affirmed the decision of the lower court, but increased the judgment to \$83,000.00. The engineer was released from the suit when his attorney showed 1) the contract between the architect and the engineer provided a reduced fee for the engineer with the implied understanding that he would not have to supervise the construction and 2) the shop drawings which the plumbing contractor used were never approved by the engineer but were initialled by the architect. This is a startling case and has far reaching implications for both architects and engineers.

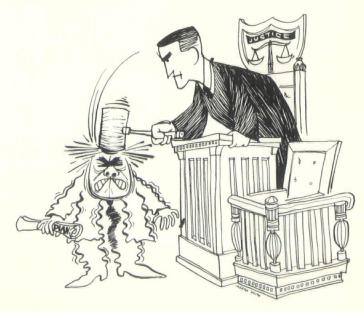
The legal trend toward fixing liability on "third parties" began some years ago in cases involving manufactured products. Prior to this, the purchases of a defective or injurious product could claim damages only from the person from whom he had purchased these goods. It was generally accepted that the seller and the buyer had a legal relationship wherein one could be held responsible to the other.

The manufacturer or the designer, on the other hand, was considered a third party - remote and removed from the transaction. In recent years, however, the courts have tended to rule that the manufacturer and designer could be held liable. This type of third party liability case came into prominence in 1916 when the owner of a Buick automobile was thrown from his car by the collapse of one of the old wooden-spoked wheels. The Buick Motor Company insisted that responsibility lay on the retail dealer who sold the car. But Justice Cardozo, in a famous decision, held that the manufacturer of the automobile was liable directly to the buyer. This was the famous MacPherson v. Buick Motor Company case.

Although for many years third party liability cases involved only goods or, in legal language, "chattels", it was inevitable that the day would come when the concept might be extended to apply to those who supplied professional services. Furthermore, all kinds of third party liability suits have been on the increase suits for bodily injury, property damage, loss of income, loss of services, etc. based on real or imagined damages. This inclination to attempt to collect for damages has spread and become a problem of great concern to all engaged in commerce, industry and the professions. Liability insurance seemed the obvious answer to this problem, but architects soon discovered that adequate policies were not generally available.

While professional liability insurance had been developed for the legal, medical, dental, accounting and other professions, most insurance companies, when asked to write a broad policy for architects and engineers, threw up their hands. The field was too wide and too unpredictable, covering, as it did, everything from a towering suspension bridge to the railing on a homeowner's porch.

As a result, approximately ten years ago, The American Institute of Architects appointed a Professional Liability Committee to study the trend toward third party liability and try to find a way to protect architects from suits for real or imagined damages. The Committee worked with various insurance agents and listened to anyone who wished to give advice or make a proposal. They learned that a few architects had been able to secure partial coverage from Lloyd's, mostly through one Lloyd's Underwriter who set his own rates, terms and conditions. So few statistics were available that he was popularly supposed to keep them all in his head.



Lately the courts have been in the habit of ruling against the architect.



In Hammurabi's time, about 2100 B.C., an architect who miscalculated had his hand removed.

It was just about five years ago that the first real rays of hope appeared. The Committee discussed the problem with our firm. We were interested. To us, it was a challenge as well as an opportunity. From that time on, our firm made liability insurance for architects and engineers a kind of pet project. A number of conferences were held - and representatives of the National Society of Professional Engineers and the Founders Societies participated in the discussions with the A.I.A. Committee.

Our firm developed a questionnaire which was sent to all members of the A.I.A. and N.S.P.E. by their respective Committees to determine some of the basic data necessary to successfully underwrite the insurance. The response was tremendous and the replies, when studied and tabulated, gave us a picture of the kind of coverage architects and engineers felt they needed. Working with the Professional Liability Committee of A.I.A., we developed a truly "Broad Coverage" Policy.

The next problem was to find a suitable insurance company to underwrite it. A company had to be found which would meet the rigid requirements of the Committee for financial strength, stability and service facilities, and, at the same time, a company that would be willing to embark upon this new and untried field

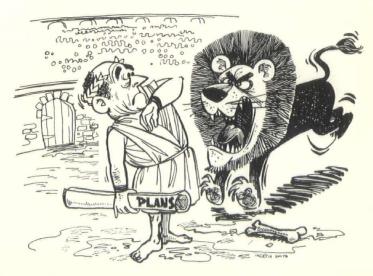
of professional liability insurance. After discussions with the executives of many insurance concerns, mutually satisfactory arrangements were worked out with the Continental Casualty Company, a \$400 million company and one of the largest and most respected in the industry.

Because the policy was tailor made to the requirements of the A.I.A. and N.S. P.E. Committees, it was natural for both groups to commend it to their members. This was done by the Board of Directors of The American Institute of Architects on November 28th, 1956, and by the Board of Directors of the National Society of Professional Engineers on February 16th, 1957.

From the beginning, we have worked closely with the A.I.A. and N.S.P.E. Committees, not only to disseminate information on this important subject to all members of the professions, but also to keep the policy in line with current requirements. This cooperative effort has resulted in a series of improvements in the basic policy - plus two rate reductions in the past three years. In this era of constantly increasing prices, I suppose we might point to this with pride.

At the same time, in cooperation with the Committees of both A.I.A. and N.S. P.E., studies are being made of claims, law suits and legal trends to identify and disclose danger areas and alerts that can be passed on to members of both professions. Informed counsel and advice on how to prevent and minimize claims can be one of the most valuable aspects of the program.

Continued on page 22



The architect who failed to please in Caesar's day was required to attend a lion's luncheon.

NEW MEMBERS



HOWARD NEARING, recently elected to Corporate membership, is an associate of the Edward W. Tanner firm. He's a native of Kansas City and after graduation from Southwest High School, obtained a B.S. in Architecture at the University of Kansas. Howard is registered in Kansas and Missouri.



JOHN J. SEE, also obtained Corporate status recently. A partner in Roark, Daw & See, John is a graduate of Rockhurst High School. His. B.S. in Architecture is from Notre Dame. He is one of our most traveled members, having been in 13 foreign countries. John is currently registered in Missouri and teaches courses at the University of Kansas.



WILLIAM BOEDEFELD is a new Associate member of the Kansas City Chapter. Known to many for his delineations, Bill has been in architecture since 1935. Born in Germany, he attended Pratt Institute and New York University. He is registered in Missouri and practices under his own name in Kansas City.

JAMES E. FENNEL, new Associate, is a member of the firm of Horner & Horner, K@nsas City, Kansas. A native of Moberly, Missouri, Jim holds a Bach. of Architecture degree from Washington University. He was a member of the Scarab Fraternity while at W.U. Jim is registered in Missouri and Kansas.





KAY E. ALEXANDER, one of three new Junior Associate members of the Chapter, has a Bach. of Architecture degree from Notre Dame University. Born in Wichita, Kay is a draftsman with Kivett & Myers & McCallum.



JOHN A. HUFFMAN, Junior Associate, is with the firm of McCall & Watson. John is a native Kansas Citian, going from Southwest High School to Yale University for a B.A. and study at the Yale School of Architecture and Design.

WILLIAM A. WISNER, Junior Associate, was born in the fair host city to the A.I.A. convention of two years ago, New Orleans. He holds a B.S. in Architecture from the University of Kansas and is a member of the firm of Shaughnessy, Bower & Grimaldi.



INSTRUCTIONS FOR SUBMITTING MATERIAL FOR PUBLICATION IN SKYLINES

Members of the Kansas City Chapter, A.I.A. are invited and urged to submit their projects for publication in SKYLINES. All material should be delivered to SKYLINES, 306 Davidson Building, Kansas City 8, Missouri.

In submitting projects, all material should be in the publication office by the 15th day of the month prior to publication. Ink renderings or glossy prints may be submitted and all such work will be returned to the architect after publication.

In preparing material for publication, it is suggested that the material include exterior renderings or photographs, elevations, floor plans, plot plans, interior photographs if the building has been completed, and name and address of general contractor if the job has been let.

It is essential that the following information be furnished:

Name and address of architect.

Title of structure.

Name and address of owner.

Location of project.

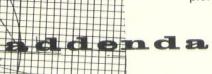
It is very desirable that additional information be provided, including an analysis of the problems faced by the architect in preparing his design and his solution of those problems.

Following is a sample form which may be followed in submitting material for publication.

Name of architect John Smith, AIA Address of architect Kansas City, Mo. Title of structure John Jones High School Name of owner Kansas City School Board Address of owner Kansas City, Mo. Location of project 100 Street, Kansas City, Mo. Name of Design Consultant Joe Doe Kansas City, Mo. Address of Design Consultant Name of Contractor Big Construction Co. Address of Contractor Kansas City, Mo. Don M. Dirt Name of Landscape Architect Address of Landscape Architect Kansas City, Mo. Name of Consulting Engineer Sam L. Cypress Address of Consulting Engineer Kansas City, Mo. Renderings, data of photographs submitted: Special foundations Floor plans **Flevations** Roof Plot plan Interior photographs Wall finishes Exterior photographs Landscaping

Problems (State problems faced in preparation of design briefly, but completely.)

Comments (State solution to problems briefly, but completely.)



Those of you who made the last Producers' Council luncheon at the Hotel Aladdin know what the rest missed. Professor Hoyt Sherman of Ohio State University gave an extremely interesting talk, illustrated with appropriate slides and other visual gimmicks. From his opening statements, which included tossing a "brick" into John Hewitt's lap, to the last comments on the lack of mysticism in design (in spite of F. L. W.) he held his audience's rapt attention.



CHAPTER COMMITTEES FOR 1961

CHAPTER AFFAIRS

Frank R. Slezak, Chairman Evans Folger John T. Murphy Mark S. Sharp Clarence F. Watson

PUBLIC RELATIONS

I. Lloyd Roark, Jr., Chairman John R. Horner John E. Jameson Clarence Kivett Henry D. Krug, Jr.

MEMBERSHIP

Joseph B. Shaughnessy, Chairman Donald R. Hollis Albert C. Esterly Richard P. Stahl William H. Wilson

OFFICE PRACTICE

Edmund L. Bower, Chairman Elwin S. Elswood Charles E. Mullin, Jr.

EDUCATION, RESEARCH & SCHOLARSHIP

Thomas J. Geraughty, Chairman Frank O. Brandt John L. Daw Jay M. Totta

REGISTRATION

John C. Monroe, Jr., Chairman Kenneth E. Coombs Dale A. Nelson

BY-LAWS

James R. Baker, Chairman Elizabeth M. Brooker Robert E. Earnheart To study the efforts and objectives of all Chapter activities. To determine effectiveness of present Chapter functions. To evaluate new activities, participation with other groups, etc. Report twice during each year to Executive Committee.

To promote local public relations activities.

To work with Regional Committee on problem of public relations of the architectural profession.

To review applications submitted to Executive Committee. To recommend advancements in category. To develop a program of membership to maintain a strong chapter.

To study means of assisting the architect to perfect himself in his profession through technical improvement in office organization and techniques and to develop office aids to accomplish this purpose. Propose revised fee schedule as appropriate.

The development of long range educational objectives, including education for practice and relations with the NAAB, NCARB and the ACSA. Cooperation with the vocational guidance programs of high schools in the region.

Act as necessary to support registration laws. Investigate possible revisions of existing laws. Cooperate with other groups of similar interest.

To prepare revised text of By-Laws including all amendments; and to obtain the opinion of counsel and approval of the Octagon as to the legality and form thereof.

AIA-AGC

Cecil E. Cooper, Chairman Dwight Brown Robert W. Royer Earl C. McCamis William H. Simon To cooperate in matters of mutual interest to both organizations.

AIA-PRODUCERS' COUNCIL

Arthur E. Pearson, Jr., Chairman Raymond L. Voskamp, Jr. Joseph B. Shaughnessy, Jr. Lewis P. Andrews To cooperate in matters of mutual interest to both organizations.

GRIEVANCE

Homer F. Neville, Chairman David M. Brey Harold A. Casey To act as advisory group only. To receive and consider charges of unprofessional conduct filed against any member.

HONOR AWARDS

Dwight C. Horner, Chairman Howard Nearing Herbert E. Duncan, Jr. William A. Wisner Frank Fisher To plan and direct annual program of Honor Awards. To investigate possibilities of Honor Awards for outstanding examples of work in allied arts and by building trades craftsmen.

PROGRAM

(This Committee from July, 1961 to July, 1962) Robert Cowling, Chairman John Morley Roger E. Smith Robert S. Everitt To arrange programs for all chapter meetings. Provide facilities and assistance required for social activities, dinners, programs and business meetings.

PUBLICATIONS

Chris P. Ramos, Chairman Hal W. Hawkins John J. See Ethel Sklar Roger Blessing, Jr. To publish and edit SKYLINES and other Chapter publications.

HOME BUILDING INDUSTRY

William M. Linscott, Chairman Bruce E. Law Leslie W. Cory Dale A. Nelson Paul F. Lewis Eldon K. Edwards Paul S. Staats To promote utilization of architectural services by merchant builders and to collaborate with associations in the home building field.

ASSOCIATES AND JUNIOR ASSOCIATES

Benjamin R. Hunter)
Charles E. Steele, Jr.) Co-Chairmen
John A. Huffman
Ronald A. Carlson
H. J. Hamlin
Gerald B. Baru
Robert E. Sixta

To study problems affecting associates and junior associates. Report to the Executive Committee when requested. Act as service group for other committees needing assistance.

PROFESSION OF ARCHITECTURE

Ralph E. Myers Mark S. Sharp William M. Linscott Louis H. Geis To serve as Chapter representatives on the selection jury for P.C. Profession of Architecture awards.

BUILDING CODE

Raymond L. Voskamp William H. Simon Angus McCallum Guy L. Sumner

ARCHITECTS' WEEK

James E. Mantel, Chairman Ralph E. Myers Herman Sharhag

HOSPITAL AND HEALTH

Cecil E. Cooper Robert W. Royer Robert W. Jackson

ALLIED ARTS

David Mackie Guy L. Sumner

SCHOOL BUILDINGS

Martin T. Moffitt Robert B. Jarvis

PRESERVATION OF HISTORIC BUILDINGS

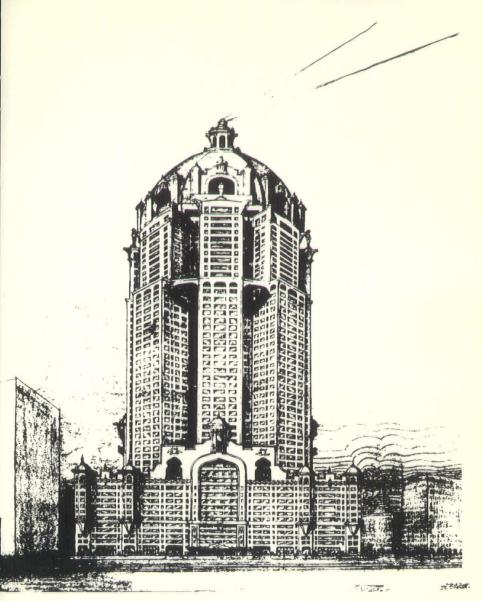
David Mackie Frank P. McArthur Homer F. Neville

EXHIBIT COMMITTEE

Kenneth A. McCall, Chairman Elpidio Rocha Gene Norton

K.C. '80 AND COMMUNITY DEVELOPMENT

Dwight Brown)
Clarence Kivett) Co-Chairmen
Ward H. Haylett, Jr.
Donald M. Palmer



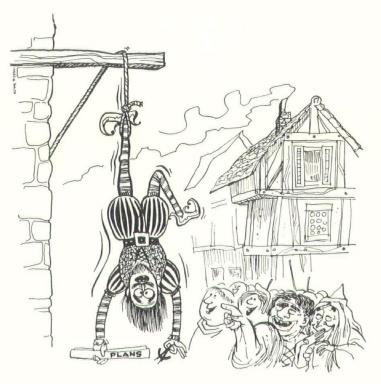
SKYLINES is indebted to Miss Allie T. Hill, sister of Kansas City architect Harry H. Hill, for the above drawing. Mr. Hill, now deceased, drew plans for the 52-story "Heart of America Towers" in 1930. It was designed with spiral ramps in the center section to allow tenants to drive their automobiles to parking spaces near their offices. Mr. Hill envisioned the building's location on the four-block plot bounded by Baltimore to Central, Fourteenth to Sixteenth Streets.

ARCHITECTS' LEGAL RESPONSIBILITIES

This knowledge and experience is also being utilized by the BJC-AIA Joint Committee, which is currently studying the overall responsibilities and liabilities of architects and engineers. It has been my privilege and pleasure to serve as insurance consultant for this Committee.

The unusual success of the program to date and the quick acceptance of the policy by the members of the professions have attracted the interest and attention of other insurance companies. One or two have adopted policies containing some of the provisions of the Continental Casualty policy. However, of the policies submitted to the Committees to date, none has been found which contains all of the provisions of the A.I.A. commended policy.

Here are some of the provisions that the A.I.A. Committee wanted written into its ideal Professional Liability Policy. They are what make it a truly "Broad Coverage" policy. All of the items mentioned below are included in the A.I.A. commended policy:



The architect who goofed in Shakespeare's day was strung by one leg from his own building—and subjected to public ridicule.

The policy covers professional acts, errors or omissions regardless of whether an accident results or whether any negligence is proven.

The policy covers every employee of the firm, not just partners or officers.

The policy covers the architect for any person or firm for whose acts he is liable — such as consultants, other architects, his own employees and others.

The policy extends to cover the legal representatives of the architect in the event of death, lunacy, bankruptcy or insolvency.

The policy pays for legal defense in full even though this would bring total payments above the limit set in the policy. Neither the limit nor the deductible applies to this cost of legal defense.

The expense of arbitration is covered in like manner. Neither deductible nor limit applies.

Immediate medical and surgical relief expenses are covered without regard to liability and in addition to the policy limit.

The insurance company must obtain the architect's consent before settling or compromising a claim.

Coverage may be obtained on a worldwide basis.

The policy can be written to cover the insured retroactively back to the beginning of his practice. In the case of a partnership, this applies to each partner separately. The significance of this provision cannot be overemphasized. It was one of the main requirements set up by the A.I.A. Committee.

The insurance company is not permitted to subrogate against employees of the insured architect.

The policy may be assigned with consent of the insurance company.

The policy may not be cancelled by the company except by registered mail or certified mail and with ten days' prior notice. (As a matter of practice, the Insurance Company has agreed not to cancel without prior consultation with A.I.A.)

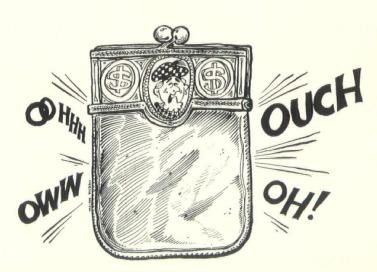
If the company does cancel or refuse to renew a policy, the architect continues to be covered for an additional twelve months on all work done while the policy was in force.

As a practical matter, the A.I.A. commended policy has other advantages. It is supervised by the A.I.A. Committee and our office as consultants to the Committee. It can be bought in any one of the fifty states either from our firm or through your own insurance broker or Continental agent. The policy is flexible and may be bought with deductibles of \$500.00, \$1,000.00, \$2,500.00, etc., and limits of \$25,000.00, \$50,000.00, \$100,000.00 and up. The cost of the insurance is reasonable — particularly when the broad scope of coverage is considered. Each architect or firm is treated individually and rated in accordance with his or its own type of work, size of firm, past experience and qualifications, etc. To keep the rate level as low as possible, the standard policy excludes direct work in specialized areas such as ground testing, boundary surveys, subsurface surveys, bridges and tunnels over 150 feet in length and dams. Firms which do this kind of work can secure coverage at appropriate rates. All of this is, of course, subject to the policy amount, terms and conditions.

As an actual example of the settlement of a claim, let's take the case of an architectural firm that prepared plans for a bowling alley. A typist in the office made a typographical error that showed the building as 58 feet long instead of 68 feet. This disastrous mistake was never caught until the bowling equipment people arrived to install the alleys. By that time, the fat was in the fire. An additional ten feet of land, that could have been bought originally, was no longer available. Thus, it came about that the machinery to operate the pinsetters had to be located at the side of the alleys instead of at the end, the lighting had to be rearranged and there was a delay in opening the alleys which caused loss of income to the owner. In this case the owner collected \$19,850.00 in damages of which Continental paid \$19,350.00 and the architect paid only the deductible amount, \$500.00.

As an example of the type of expense and trouble an architect can encounter even though he ultimately is proven free of liability, take the case involving the construction of a gymnasium. The sub-contractor doing the steel erection set up two of the three rigid frames and connected them with temporary construction bolts until they could be welded. The bolts sheared, the frames crashed to the ground and two workers were injured. One hired a lawyer and sued both the contractor and the steel erector. At the trial, the field superintendent for the steel erector tried to pass the blame to the architects on the grounds that the drawings provided no workable way for holding the frames until they could be welded. This testimony caused the plaintiff's lawyer to extend the suit to include the architects who, up until this point, had considered themselves merely innocent bystanders. By hiring an attorney, spending three weeks of their time and \$2,000.00 in actual money, the architects cleared themselves of blame. But the experience was expensive and the situation uneasy up until the moment the decision of the court was rendered. The A.I.A. commended Professional Liability Policy would have covered this.

Or, take the case of the firm which designed a three story reinforced concrete building for use as a laboratory. The design called for a six inch roof slab of concrete and a roof fill of light weight aggregate to protect the concrete slab and provide a draining slope. One side was tied into an existing building; the other three sides were parapeted. A one inch expansion joint was provided between the slab and the parapet on three sides. On the fourth side the slab was flush against the adjoining building. No expansion joints were provided and there was no insulating material between the slab and the fill.



Today's architect is hurt through his pocketbook.

In adopting this design, the architect had been assured that the light weight aggregate would have the same expansion characteristics. This proved not to be the case and the expansion of the light weight aggregate caused three of the parapeted walls to be displaced, resulting in damages in the amount of \$22,400.00. Even though the owner had approved the plans, the court awarded judgment against the architect ruling that the owner was entitled to rely on the architects for structural and architectural design and that the architect should have obtained more accurate information about the characteristics of the material before specifying its use. In handing downthis decision, the court said:

"An architect implicitly warrants not only that he has the skill, knowledge, and judgment required to produce a result that will meet the needs of his employer, but that in the preparation of plans and specifications and in the supervision of the work he will employ that skill, knowledge and judgment, without negligence...he is liable to his employer if damage results."

Unfortunate as it may seem, that is the way things are going. In years gone by, architects and engineers actually were bystanders in many suits because of the rule of privity. Today, however, the courts are throwing out privity as a defense. Also, modern architectural and engineering practice is more complex than ever with new materials coming into use, etc. No longer can the architect do all the work himself—he must rely on and use the services of others — yet he may be held legally responsible for their work. Adding to the seriousness of the situation is the modern trend for aggrieved persons to seek legal redress for real or fancied injuries. Whether we like it or not, we must recognize that these conditions exist and be prepared to defend ourselves. Common ordinary prudence calls for a professional liability policy, in sufficient amount and tailored to meet the needs of the profession in today's fast changing world.

M.A.R.A. ARCHITECTS' DAY HERE ON APRIL 29

The theme of Architects' Day for 1961 is "Project Programming and Translation." Getting underway on Friday afternoon, April 28, with registration at the Hotel Muehlebach, the annual Missouri Association of Registered Architects meeting will kick off with a tour of Kansas City's new Library and Board of Education Building.

Registration will continue the following morning, Saturday, April 29, and a business meeting is scheduled for the same time. A luncheon will be held at noon, followed by a panel discussion keyed to the conference theme. Angus McCallum will moderate the panel, and panel members will include a St. Louis architect, a Kansas City contractor, Judge Bernard Tomson and a client from the Kansas City Area.

Judge Tomson will be the featured speaker at the banquet Saturday evening. A cocktail reception will precede the dinner. A special coffee for the ladies is scheduled for Saturday morning at the Muehlebach.

Watch for further information on 1961 Architects' Day – and mark the date on your calendar now!

IN CASE YOU MISSED IT.....

The following signed editorial was written by George Crider, Associate Publisher of the MID-WEST CONTRACTOR, and appeared in the CONTRACTOR for December 7, 1960.

EDITORIAL

What is an architect and what does he do? To persons in the building industry, this is a stupid question, but to the layman the answers, if any, would be varied.

Surprisingly a general consensus would find the architect classified along with sculpturers, painters and others classified as "fine" artists. This is true in a sense. Historically, we know that many sculpturers and painters were also architects. Michelangelo is an example.

Of course, the architect is an artist in the finest sense. Too often, however, the layman had overlooked his function in bringing the building into being. He is thought of as the one who adds the aesthetic touch but has nothing to do with the more practical aspects of the building's construction. Consequently, many have overlooked the architect's most important function.

The professional architect is guided by the highest code of ethics, the highest standards of integrity, fair dealing and courtesy. He has assumed the practical principles of accepted professionalism. This is spelled out on his relationship with his clients, the engineer, the contractor and allied construction groups. He is a major force for cohesion and strength in the world's largest industry. He recognized his responsibility to his client to obtain the lowest cost. He must be concerned with meeting schedules, protecting the client from poor workmanship. Besides possessing the knowledge of his profession, he also has to think like the lawyer, judge and jury in protecting his client's interest.

The architect may not always be front page copy. He gladly leaves that spot to the others. He may be in the second section toward the back with his name in small print attached to the caption of some church, school or commercial masterpiece. He may smile at this, but he knows with self-satisfaction that his is a science of greatest perfection.

The architect may be harrassed at times, but his is not the voice crying in the wilderness. His estimates may not always be right and his job inspections may make him appear like a monster to a contractor, but then again, the architect is a "Human Being" too.

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APRIL 24-28

M.A.R.A. - KANSAS CITY

APRIL 28-29

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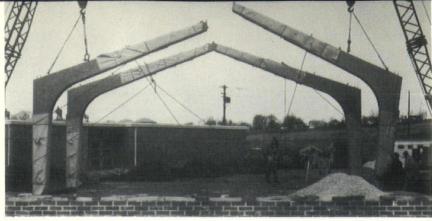
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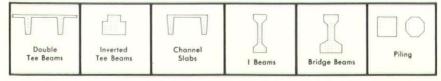
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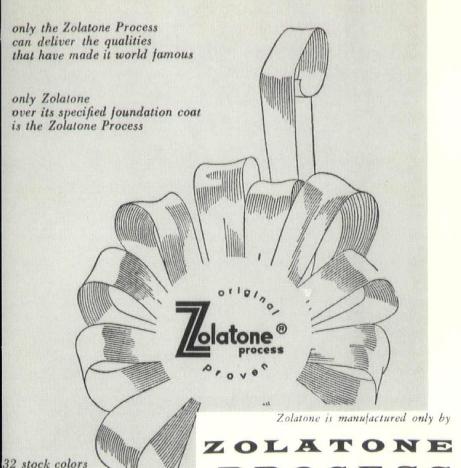
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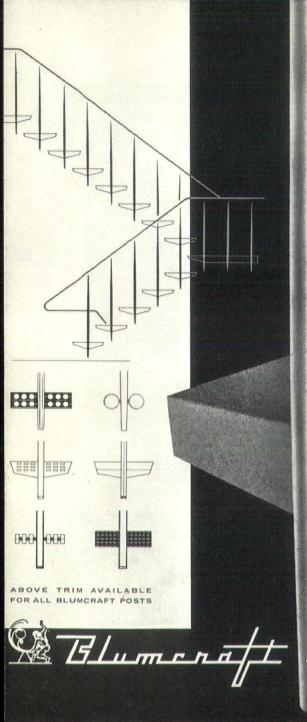


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