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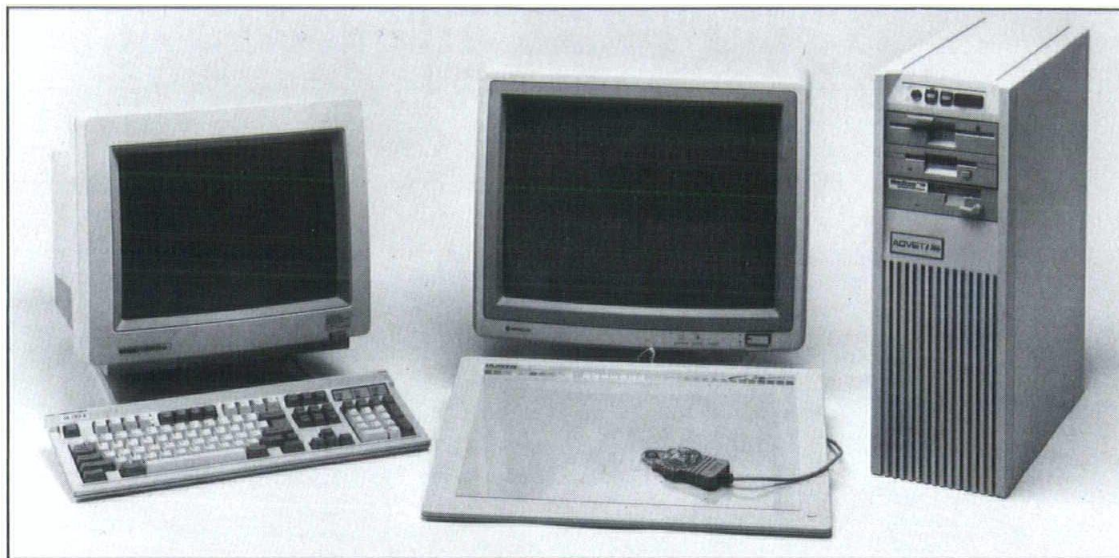
About the Cover

Situated on 100 acres in the mountains of northeastern Pennsylvania, this beautiful home is sited on a crest of a hill to obtain views to the north and south. The complete project, designed by Quad Three Group, Inc., can be found on page 14.

Photograph by Bo Parker.

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The Editor's Letter

Sometimes it's great fun being an editor when you find out about an award just received and have the opportunity to tell the recipient that his project has been chosen to appear in the *Pennsylvania Architect*. Then a few minutes later someone else says that her project will appear in a prestigious national magazine and again we've scooped our competition. Your Editorial Board has a good collective eye.

Articles about court cases that affect the practice of architecture can be heavy going, but I encourage you to read with interest the piece by Jonathan Rudd concerning the Architect's liability for defects in the work. We are vulnerable at a critical point in the project when the fee is running low or the only person available to attend the project meeting may be inexperienced at observing work in progress. No one can be everywhere at once all the time. Sometimes the observation process is just not as exciting as the creative act but it's vitally important that we know our obligations and be aware of how best to serve our clients.

It's been a while since I've had contact with the Stewardson Competition and am pleased that local talent has provided the *Pennsylvania Architect* an opportunity to publish Beth Sulit's article. Congratulations to both winners and I wish you the best of luck in your chosen profession.

I recently received information from National AIA through the Minuteman Alert program regarding funding for the National Endowment for the Arts. As you know, several exhibits have caught the eye of the guardians of our morals and they seem intent on punishing us by withholding or cutting funds for projects. If you think this does not affect you, keep your eye out for all those concerts, exhibits and performances that are funded in part by the Endowment. Write to your representative. It matters not what you think about a particular artist or performer. What matters, I believe, is that we have the freedom to choose.

John Fatula, AIA
Editor-in-Chief



(Standing l to r) Sarah Von Dreele, Christopher Balmer, William Bates, AIA (PSA President-elect), Jeffrey M. Young, Brett A. Harman. (Seated l to r) David Maule, AIA (Competition Chairman), Hon. Robert P. Casey, Marc Philip Kelleher.

The 1990 PSA High School Architectural Design Competition

The person who said that "lightning never strikes the same place twice" obviously never met Brett Harman. A senior at Abington High School, Brett recently won the 1990 PSA High School Architectural Design Competition for the second year in a row. Brett received a \$1,000 U.S. savings bond. Another student who has placed two years in a row is Christopher Lee Balmer, a senior at Ephrata Senior High School, who was third in last year's competition and received an Honorable Mention in 1990.

Other winners in the competition were:

Second Place — \$500 U.S.

Savings Bond:

Mark Philip Kelleher, Senior at Palmyra High School (Lebanon County)

Third Place — \$300 U.S.

Savings Bond:

Sara E. Von Dreele, Freshman at

Steel Valley High School (Allegheny County)

Honorable Mention —

Jeffrey M. Young, Senior at Taylor Allderdice High School (Allegheny County)

A total of 146 high school students participated in the Competition on April 28th at five locations throughout the Commonwealth (Allentown, Harrisburg, Philadelphia, Pittsburgh and State College).

Each student was given an identical information packet that explained the scenario that made up the basis of the competition.

The jury for the competition was Sylvester Damianos, FAIA, James D. Brown, AIA and Jon Philip Andrews, FAIA of the Pittsburgh firm of Damianos Brown Andrews.

On June 8th the winners and their parents were invited to Harrisburg to receive recognition from Governor Robert C. Casey.

Educator/Practitioner Forum

Stimulated by the forward-looking discussions in AIA's Vision 2000 program held in September 1988, the Pennsylvania Society of Architects decided to host an Educator/Practitioner Forum. The Forum was held as a retreat on March 30-31 at Eagle Lodge outside Philadelphia. Lois Thibault, AIA from national acted as the facilitator for the Forum which also included a special presentation from Peter Piven, FAIA, principal consultant to The Coxe Group and a member of the Philadelphia Chapter. (A reprint of Mr. Piven's presentation can be found on page 6.)

With the advent of the Intern Development Program (IDP) in the Commonwealth and the expanding role of the profession in society, it was apparent that such a Forum would be beneficial. Previous meetings had been held among the five accredited schools in the state, but this was the first to open the dialogue to practitioners. Each PSA chapter was asked to identify a representative practitioner to participate and each accredited school was asked to send its dean and one educator. The regional director, PSA president and vice president were also invited.

The objectives of the retreat were to:

- Stimulate the development of new ideals and approaches to professional education and practice.
- Assess future trends and opportunities in the profession and education.
- Stimulate mutually supportive chapter/school relationships.
- Provide a structure for improved communications between all segments of the profession and its educators.

Special thanks goes to Susan Maxman, AIA, PSA's regional director, for initiating the idea for the Forum and the members of the Task Force: William Bates, AIA, John Eberhard, FAIA, Stephen Quick, AIA, Douglas Cooper and Lois Thibault, AIA for their help in structuring the program.

Damianos Named Honorary Fellow of the Royal Architectural Institute of Canada

Sylvester Damianos, FAIA, president of The American Institute of Architects (AIA), has been named an Honorary Fellow of the Royal Architectural Institute of Canada (RAIC).

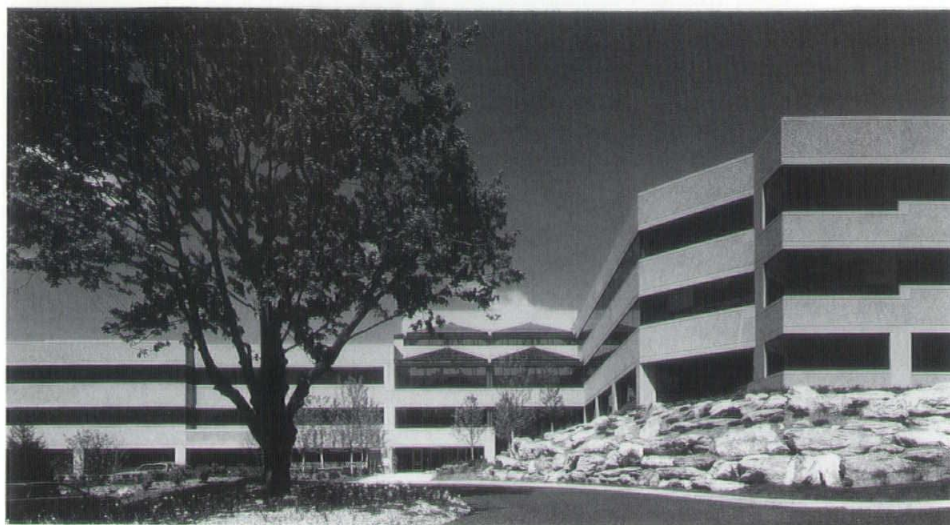
The RAIC established its College of Fellows in 1941. To become an Honorary Fellow, the RAIC may honor a member of the Royal Family, people who hold or have held high office in the government of Canada and other eminent or distinguished persons.

Damianos is principal of the Pittsburgh firm Damianos Brown Andrews Inc., which performs architectural, planning and interior architectural work. He became national president of AIA in December 1989.

Damianos, a former president of the Pittsburgh Chapter/AIA, previously served as director and vice president of the Pennsylvania Society of Architects.

In other professional activities, Damianos has chaired his community's planning commission, founded PPA Gallery 407 of the Pittsburgh Plan for Art and served as president and director of the Associated Artists of Pittsburgh and as secretary of the Pittsburgh Arts Commission. He served as a councilman for the Borough of Edgewood for five years.

As an active sculptor, Damianos has exhibited in London and New York City, and his works are included in several museum and corporate collections. He is now concentrating on major commissioned work.



Curtis Cox Kennerly Wins Award for Excellence of Concrete Design

Curtis Cox Kennerly, a planning, architecture and interior design firm based in Philadelphia, recently received a Merit Award in the Cultural Category, for excellence of concrete design for Westlakes Office Park, located on Routes 202 and 205 in Berwyn, Pennsylvania, from the Concrete Construction Committee of Greater Philadelphia which includes the Concrete Contractors Association and the General Building Contractors Association.

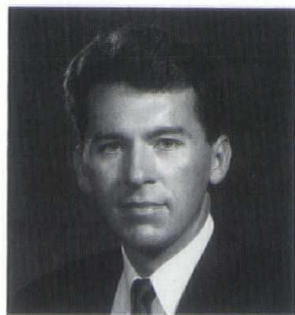
This ceremony marks the first annual Concrete Construction Committee Awards in Pennsylvania. Awards were given to new buildings

completed between 1984 and 1989 in the Greater Philadelphia area, that best represent excellence in concept, originality and the application of structural concrete in both design and construction.

A total of eight Merit Awards were given this year, along with a Grand Prize and several honorable mentions.

Westlakes Office Park, a 530,000-square foot, 56-acre, five-building office park developed by Trammell Crow Company, has received numerous awards for its contribution to the environment and the corporate community it serves.

Architects Brady, McHugh, and Vaitkus Open International Design Firm in Philadelphia



Architects Brian P. Brady, AIA, Thomas W. McHugh, AIA, and Barbara Vaitkus, AIA, have opened a new firm, Brady McHugh Vaitkus, in Philadelphia, according to Brady, president. The three principals bring expertise from internationally recognized architecture and interi-

ors firms to the new company. The office is located at 260 South Broad Street.

Brady, formerly director of interiors for Curtis Cox Kennerly in Philadelphia, will direct the new firm, which specializes in interior architecture, design, and tenant planning for corporate, legal, hospitality and residential clients.

Brady leads the new firm's business development and marketing efforts. McHugh serves as design director; his furniture designs for Brayton International were introduced nationally in June 1990. Vaitkus provides project management services for the firm's clients.

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The Future Of Architecture:

Education and Practice

Presentation by Peter Piven, FAIA

At an Educator/Practitioner Forum held on March 30-31 at Eagle Lodge outside Philadelphia, a special presentation was made by Peter Piven, FAIA, principal consultant of The Coxe Group and a member of the Philadelphia Chapter. The following is a reprint of that presentation.

We're here to talk about the future, and particularly about the future of architectural education and architectural practice.

I bring to the discussion what is an unusual and perhaps unique perspective — as a practitioner, as an educator currently involved in teaching architects and architects-to-be and, perhaps as important, as a consultant to architects with an opportunity to view the practical results of the relationship between professional education and practice.

About two years ago The Coxe Group initiated an unusual partnership with the Graduate School of Fine Arts at the University of Pennsylvania and the American Institute of Architects. It was called the Partnership for Professional Development; its purpose was to create learning opportunities for students, teachers and practitioners — bridging the gap between education and practice.

As a way into the future, I'd like to share with you some of the learnings from that experience.

First, some issues:

1. We see serious issues of confidence — confidence in the future of the profession, self-confidence of students.

Doubt is expressed in the viability of architects and architecture. Our students at Penn told us that the op-

timism we expressed about the future of architecture was the first they'd heard. This lack of confidence is unhealthy and unnecessary.

2. The notion of what should be taught and learned as a part of formal education — in school — versus what should be learned in practice — on the job — continues to be an issue between educators and practitioners. The issue has been with us a long, long time.

It is a non-issue.

3. There is, however, an issue of career planning. Simply stated, there isn't any. The schools create architects-to-be without letting them know the wide range of opportunities available to them. Worse, this failure of omission is compounded by another — perhaps worse — the notion that architecture is **only** about design and that not to be a (star) designer is to fail.

4. Lastly, there is an issue of mutual respect, or rather of mutual disrespect. The non-practicing faculty do not respect the practitioners and vice versa. That disrespect is played out in reinforcement and defense of positions at the extremes which simply exacerbate the problem.

Let's go back and look at these issues.

1. The crisis of confidence is seriously misplaced. Despite some temporary glitches in some markets in some regions, architecture has never been better. Clients are more interested in buying what architects are interested in providing and architects are better placed to make the contributions they are uniquely capable of making. There are more architects, they are earning more and, what is even more interesting,

the "good ones" are doing even better. Our view of the nineties is that this will get better still.

2. I hope the nineties will be the time to bury the "who teaches what" issue. It's time to recognize that the schools' primary job is to teach design; everything else can come later. Practitioners should stop expecting schools to turn out candidates who will be instant document-producers. You wouldn't want them if you got them. At the same time, it's important for the practitioners to recognize how important **training** will be to their **own** success. The demographic data suggest that just as demand for services will be increasing, the available labor pool will be decreasing — by as much as 20 percent and, despite the increasing importance of automation, this will continue to be a business dominated by **people** performing services. The ability to attain, train and retain bright, talented, dedicated staff will be an important ingredient, to success. If you think this is baloney, I think it will interest you to know that we have a client, here in Pennsylvania, who has begun paying **hiring bonuses**. Who would have believed it?

If the schools' primary job is to teach design, what does that mean? What should be included and what excluded? In a recent article, Rafael Moneo suggested that the formation of an architect today might be seen as being closer to that of a writer or painter than to that of a doctor or engineer. You don't teach a painter how to paint, you **prepare** him to paint. The components would include mastery of both knowledge — technical, historical, social — and skills — drawing, modeling, com-

puter manipulation — mastery of the tools that allow one to conceive and present ideas physically and communicate orally and in writing.

But within this emphasis on design, it is **very** important to understand that there is a future for those who aren't top designers. The schools have a real opportunity to identify, and maybe even encourage alternative careers.

The course that Weld and I are teaching at Penn bridges the gap between schools and practice. Called the "Design of Design Organizations," it is, in fact, about career planning. We first identify a model that allows a deeper understanding of the essential differences in different kinds of practice. Then we give the students opportunities to interview the leaders of several design firms. **They** learn to ask the questions that will be important to **them**, now and in the future.

Joe Esherick made a key point about architectural education at the Roundtable on Excellence. It is not **what** is being taught, but **how**. A key to architectural education is development of the ability to self-criticize — to evaluate one's own work and make it better. It is the essence of the studio system, from on-the-board critiques to the trial-by-fire of the end-of-project jury. But, as studio critics get away from practice and get turned inward espousing personal opinions and theories, criticism sometimes becomes personal instead of substantive with counterproductive results — eroding instead of building confidence. To change the result, change the behavior.

Bill Bates suggested I drop a depth charge. That was the depth; here's the charge:

1. I charge you practitioners to put aside old practitioner-educator impasse. Accept that the primary job of the schools is to teach design and that it's your job to train those graduates in your design technologies how you want it delivered.
2. I charge you educators to understand that with that primary role of teaching design comes 1) the responsibility to act in a way that doesn't undermine the very confidence you're trying to build and 2) the opportunity and importance of

identifying alternative careers for those who may not end up as top designers.

3. I charge you all to develop mutual respect. Neither can do what the other does as well as he can do it and it takes what **both** of you do to make the raw recruit a complete architect. It is in your self interest and mutual interest to do so.

4. Lastly, I charge you to be optimistic. It's important for the fledglings. It's important for yourselves. Good luck. The future is really yours to make. □

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Stewardson Travels

By: Beth Kephart Sulit

An ice skating accident drew the curtain on John Stewardson's life when he was just 37 years of age — old enough to build a legacy, young enough to leave too many things undone.

A Philadelphia architect of considerable renown, Stewardson is remembered as one "endowed not only with high moral principle, but vigorous character, a gift for friendship, and the power to create confidence; qualities which made him an inspiring example to the younger members of the profession." (Warren P. Laird, *An Appreciation of John Stewardson, Architect*) No man, it was said had given so much individual enthusiasm to the advancement of architecture in the final decade of the nineteenth century.

While alive, Stewardson did realize his one great aspiration — to establish a traveling scholarship for Pennsylvania students of architecture. Organized along the lines of two similar programs in New York and Boston, the program had al-

ready sent three students abroad before Stewardson died in 1896.

It was Stewardson's friends who ensured that the scholarship lived on "in perpetuity." Chaired by Frank Furness, the Stewardson Committee (whose members included, among others, Wharton Sinkler, Owen Wister, Theophilus Chandler, John Sims, Wilson Eyre, Jr., Edmund Wilson, and Frank Miles Day) raised a sum of \$11,000 and entrusted it to the care of the University of Pennsylvania. The traveling scholarship was renamed in honor of its progenitor.

Like the students it is designed to challenge, the Stewardson competition has evolved over the intervening years. James Timberlake, AIA, a partner in the Philadelphia office of Kieran, Timberlake & Harris who won the Stewardson in 1976 and has served as Managing Secretary of the Stewardson for the past five years, explains: "The typical Stewardson competition comprised a big anonymous site and a lot of parking; entrants were asked to design a master

plan and, usually, one building on the site. In the mid-1980s, I began to see a need for idea-oriented programs that had some social relevance — a hospice for the destitute, for instance. I also wanted to begin to alternate between smaller and larger scale problems, and urban and ex-urban sites. Finally, I wanted to ensure that the program was sustained both by first-class, out-of-state jurors and a strong managing committee."

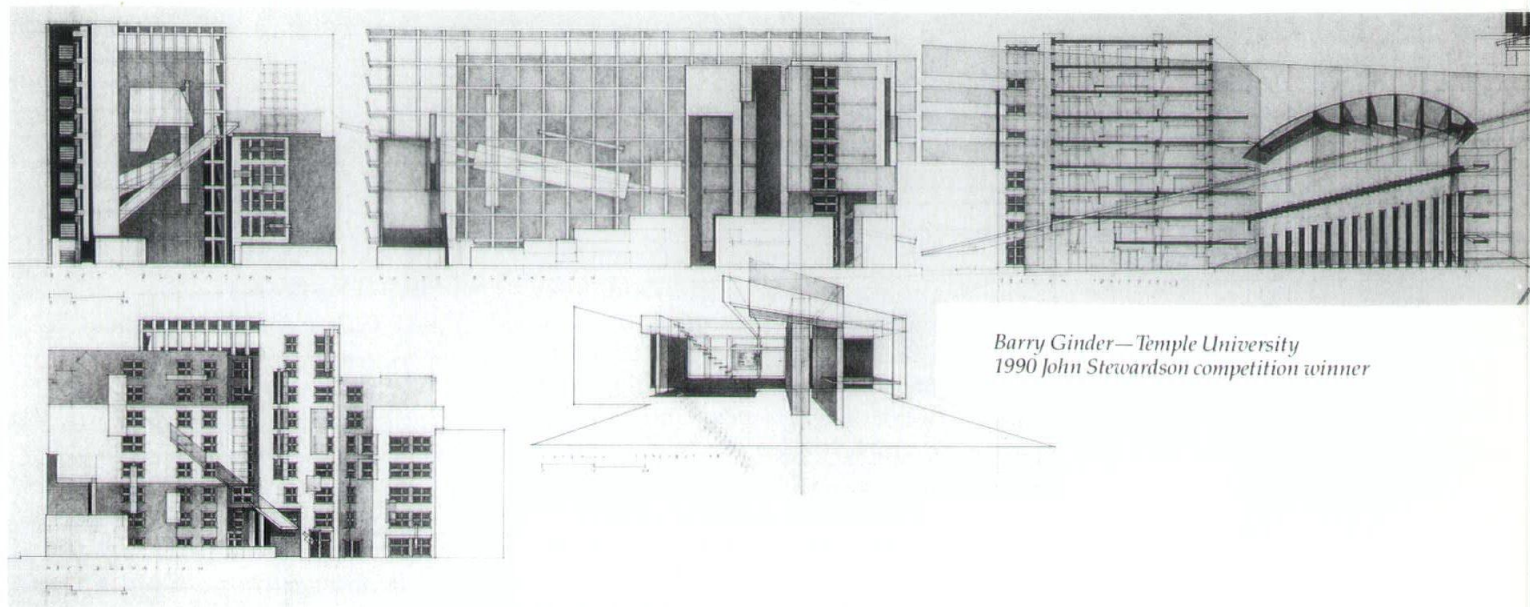
Since 1897, 84 winners of The John Stewardson Memorial Scholarship In Architecture have packed their bags for foreign destinations and then returned, their minds' eyes vested with the imagery and ideals that only journeys can provide. So much leave-taking and home-coming inevitably raises the question: Down what paths do the journey-takers travel, and do — or will — their experiences infiltrate their work upon their return?

John B. Evans, AIA, was a fourth-year bachelors student at the Carnegie Institute of Technology when his scheme for an industrial facility sited on a golf course was awarded the Stewardson in 1960. In 1961, upon his graduation, he set off on a six-month tour of Europe.

"The first leg of the trip was a general, seven-week tour, taken with a group of students," he remembers. "We landed in London, England, crossed over to Amsterdam, traveled through Germany and down the Rhine, crossed the Alps to Italy, went up through France and the chateau country, and concluded in Paris. Then all the other students left, and I was alone in Paris. I was joined there by Stuart



Bruce Benedon — Drexel University
1990 John Stewardson competition winner



B. Solomon, the 1961 Stewardson winner and a classmate of mine, and we took off by train for Munich, Salzburg, Venice, Florence, and Rome. From mid-October to the middle of December, I stayed at the Academy of Rome, to which I had received a letter of introduction from John Harbeson."

"Finally, towards Christmas, I set sail for home. I took a twelve-day cruise, beginning in Naples, then stopping over in cities such as Genoa, Nice, Barcelona, and Casablanca, and finally disembarking in New York. It was a really neat trip — the only cruise I've ever taken, and I've never been interested in another."

Back in the states, Evans gained employment at a small, Erie-based architecture firm. Today, he is a partner in the same office, which now bears his name: Evans/Salata Architects. The firm is primarily concerned with local projects. Many are of an institutional character, in which site planning issues figure prominently.

Are there elements of Evans' Stewardson journeys in the work he does today? Generally, he believes, the great lessons were in the Italian hill towns, where spaces and buildings are carved out of the stone, rather than set upon an open field.

"I learned a lot about building-site relationships in Europe, about how spaces work," says Evans. "Walking through the towns, observing the shapes of spaces and how they interact, did force me to begin thinking about things in a new way."

A performing arts center for a private school in a rural setting was the problem set before the 1973 Stewardson competitors. First prize went to Michael Kihn, AIA, then a University of Pennsylvania student, who embarked on a five-month trip through northern and western Europe, and parts of Italy and Greece. He returned with a treasure trove of impressions.

"Some of the most impressive structures I experienced were the works of Alvar Aalto in Finland — the way he handled materials, the making of his spaces," recalls Kihn. "I was greatly impressed by the way Aalto managed to make the stone, the metal, and the brick seem absolutely appropriate in their contexts, and how he always seemed to find the right solution without the use of a rigid formula."

"Le Corbusier's monastery in France was also extremely impressive," continues Kihn. "I thought the chapel in that building was one of the great rooms I'd ever seen in

my life. And I thought from the point of view of urban design that Florence was the most beautiful city I had passed through. Finally, I think that climbing up the Acropolis to see the Parthenon is really one of the great experiences in western civilization. When you see what that represented in terms of the ancient Greek culture — the fusing of intellectual activity and religious attitude — you are astounded, and you realize that this is something that is completely lost in western culture today."

At the conclusion of his trip, Kihn became an employee of Philadelphia's Geddes Brecher Qualls Cunningham, where he is a principal today. There are, Kihn says, traces of his European travels in his work today. "I like to think that my philosophical approach to design has been evolutionary, and that the impressions that were recorded during that trip are part of my evolutionary process. For example, in my most recent building, the Future Center of the Franklin Institute, I like to think that the way the materials have been handled is the result of a long, thoughtful process, influenced in part by Aalto's work,

continued on page 29

An Architect's Liability For Defects And Deficiencies In The Work

The Duty to Inspect Under AIA Form A201

By: Jonathan H. Rudd, Esquire

Jonathan H. Rudd is an attorney with the Harrisburg, Pennsylvania law firm of McNees, Wallace & Nurick where he is a member of the Litigation Department. Mr. Rudd concentrates his practice in the area of construction law.

Introduction

In a typical construction project the architect will carry out multiple functions. He will develop a design, draft plans and specifications, interpret the plans and specifications, and inspect the work for compliance with the plans and specifications. Unfortunately, some architects fail to perform their roles as inspector with the same diligence and attentiveness as they perform their other functions. As a result, work which deviates from the contract documents is not discovered until after the completion of the project, at which time remedying the problem costs significantly more than if the defect or deficiency had been discovered during construction.

An architect who fails adequately to inspect the work is unnecessarily exposing himself to a claim by the owner for damages arising out of defects or deficiencies in the work. This article discusses the contrast provisions found in the standard AIA contract forms upon which the architect's duty to inspect is based, the construction law concerning architects' liability for inadequate inspections and the steps which architects can take to avoid liability arising from their role as inspectors.

Architect's Duty to Inspect

A common misunderstanding amongst architects is the extent of their duty to inspect the work. Many architects believe that unless

the owner contracts for a full time project representative, commonly referred to as a "clerk of the works," the architect only needs to conduct brief and cursory inspections of the work. This, however, ignores the architect's duty to carry out inspections as a prerequisite for issuance of the certificates of payment, substantial completion and final payment, as well as the duty to guard the owner against defects and deficiencies in the work.

"An architect who fails adequately to inspect the work is unnecessarily exposing himself to a claim by the owner for damages arising out of defects or deficiencies in the work."

Although AIA Form A201 "General Conditions of the Contract for Construction," (1987 edition), states that an architect must carry out some form of inspection before issuance of the certificates of payment, substantial completion and final payment, it provides very little guidance as to the scope and breadth of the inspection. As a result, there frequently is confusion as to when, how often and to what extent the architect must inspect the work.

Article 4.2.9 of Form A201 provides, in pertinent part:

4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion . . . and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

Correspondingly, Articles 9.8.1 and 9.10.1 of Form A201 state:

9.8.1 Substantial Completion is a stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance . . . the Architect will promptly make such inspection and when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents.

In addition, Article 9.4.2 of Form A201 provides:

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is

in accordance with the Contract Documents.

Construing all of the above provisions together leads to the conclusion that the Architect must carry out sufficient inspections of the work in order to determine whether the work has been completed in accordance with the contract documents. On the other hand, Article 4.2.2 of Form A201 contains the following language: "[T]he Architect will not be required to check quality or quantity of the Work." Although Article 4.2.2 generally states what is *not* required, it does not provide specific guidance as to the extent of the architect's duty to inspect. As a result, architects are left in the position where they do not know whether to spend the extra time and money involved in carrying out inspections which sometimes come close to "exhaustive or continuous on-site inspections" or only to perform those inspections needed to conclude cursorily that the work was completed in conformance with the contract documents. The architect who elects to conduct only those inspections necessary to determine that, in general, the work was completed in conformance with the contract documents is subjecting himself to possible liability should it later be determined that there are defects in the work which a more thorough inspection would have disclosed.

Architect Liability for Construction Defects

How can the architect be liable for construction defects in light of Article 4.2.3 of Form A201? This apparently exculpatory clause specifically provides:

The Architect will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other person performing portions of the Work.

Although many cases have interpreted language similar to Article 4.2.3 as exonerating the architect from liability for construction defects, some courts have determined, based on the same type of language, that an architect who knows of defects and fails to inform the owner or fails to properly carry out inspections which would or should have disclosed a construction defect is liable to the owner for any damages caused.

"Where an architect is aware of a defect in the construction and fails to notify the owner, the architect has breached its contractual duty to guard the owner against defects and deficiencies in the work and can be held liable for the cost to correct and replace the defective work."

A case decided by a New York appellate court in 1989 highlights the differing views on whether an architect can be held liable for damages caused by construction defects. In *Board of Education v. Sargent, Webster, Crenshaw & Polley*, a school district brought suit against the architectural firm it had contracted with to perform architectural services in connection with the construction of a new high school building. The parties used standard

AIA forms to draft their agreement. After completion of the project, the roof of the new high school began to leak. At the trial between the parties, the school district proved that although the architect knew the roof had not been fabricated in accordance with the plans and specifications, he still went ahead and approved the work and issued the certificates for payment. Despite the architect's knowledge of the deviation from the contract documents, the trial court held, based on the contract language that the architect "would not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents," that the architect was totally exonerated from liability for any construction defects. When the case was appealed, the appellate court recognized that many courts had allowed the same language to absolve architects from liability, it concluded that where an architect is aware of a defect in the construction and fails to notify the owner, the architect has breached its contractual duty to guard the owner against defects and deficiencies in the work and can be held liable for the cost to correct and replace the defective work.

One of the principal cases which concluded that language similar to Article 4.2.3 of Form A201 exonerates the architect from liability for construction defects is a 1977 decision by the Minnesota Supreme Court. In *Moundsview Independent School District No. 621 v. Buetow & Associates, Inc.*, a school district contracted with an architectural firm to prepare the plans and specifications and to provide general supervisory work in connection with the construction of an addition

continued on page 30

The Waterworks

Location: New Hope, Pennsylvania

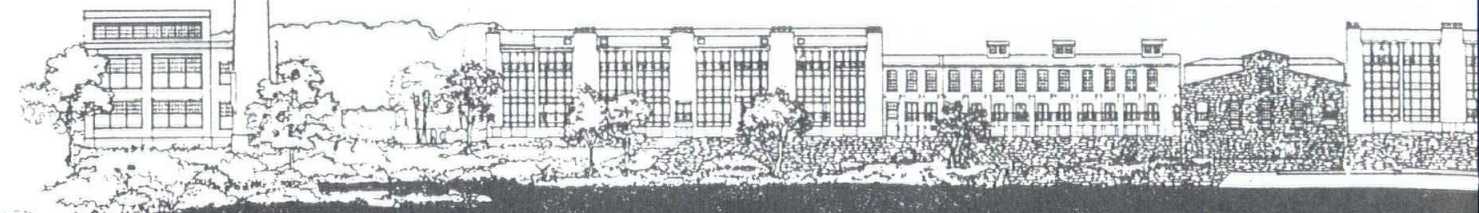
Architect: Cecil Baker & Associates

Contractor: The Carlson Corporation

The Union Paper Mill, a complex of brick and stone buildings overlooking the Delaware River, sits on a slender island created by the Pennsylvania Canal. The client's acquisition of the site presented the architect with the opportunity to exploit the spectacular views of the surrounding water and wooded hills, as well as the difficult challenge to overcome the site's design constraints: the island is subject to sporadic flooding; access is provided only by four canal bridges and space for on-site parking is difficult to find. Finally, the various contiguous buildings, which compose a village-like presence and a remarkable 100-year case study of Bucks County mill architecture, also make standardized residential units impossible.

The existing bridges are used for one-way vehicular access to a parking level on the ground floor of the mill, allowing the residential levels to be elevated above the 100-year flood level. The architect designed the residential units to comply with the structure. The result is a varied combination of flat, duplex, and triplex units with dramatic private decks and bay windows that project over the water's edge, taking full ad-

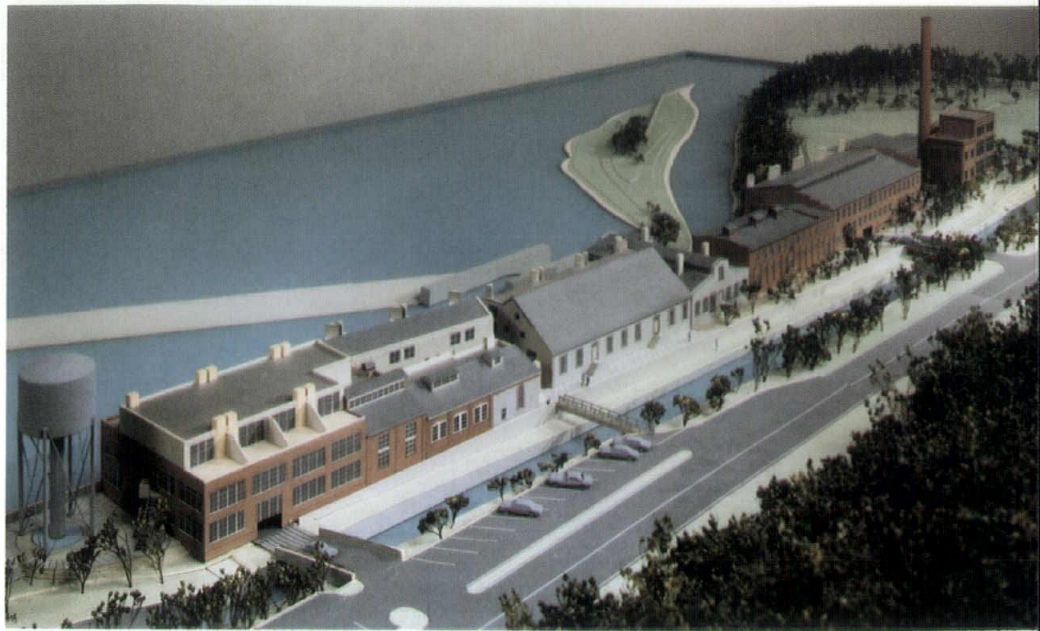
One of the challenges that faced the architect was various contiguous buildings comprising a village-like presence.



River Elevation

vantage of the river view. The historic character of the facades is retained, preserving the appearance of the 19th and early 20th century buildings from the roadway.

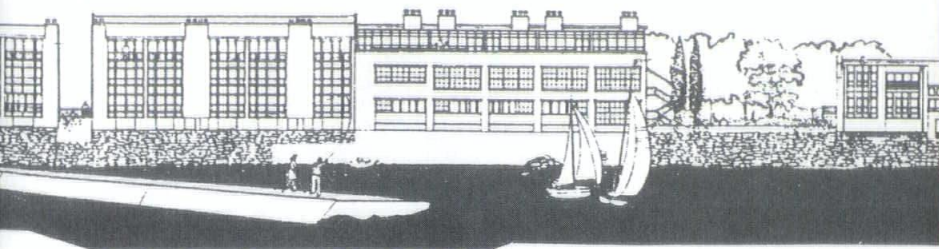
The variety of the condominium unit plans — from apartments to townhouses — facilitates the project's salability by appealing to a broader market of homeowners. □



The result of the architect's design was dramatic private decks and bay windows taking full advantage of the river view.



Photography: James D'Addio

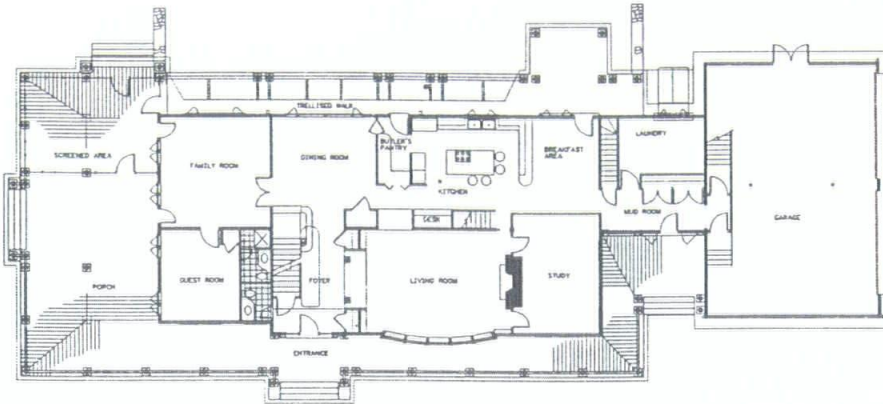


A Pennsylvania Mountain House

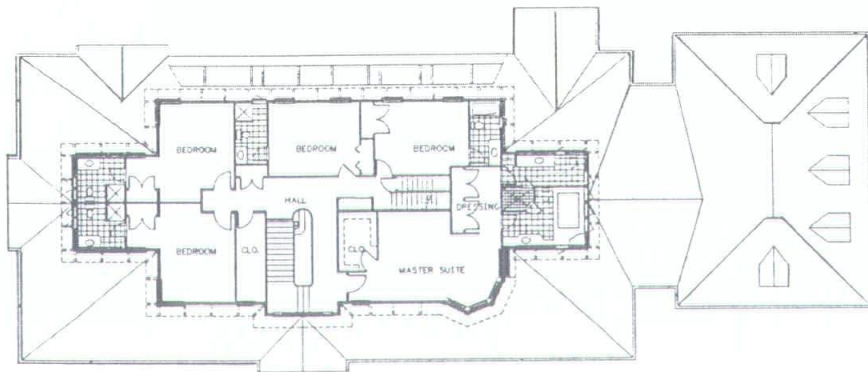
Location: Northeast Pennsylvania

Architect: Quad Three Group, Inc.

Contractor: Michael Haddock, Builder



FIRST FLOOR PLAN



SECOND FLOOR PLAN

The client, having lived with his wife and four children in the ubiquitous suburban "custom split-level," sensed a need to create a residence that reflected the great traditions of family and home. The solution is a house of a grand scale situated on 100 acres that exemplifies the spirit of house, and home, in the mountains of northeastern Pennsylvania.

The desire to preserve tradition in a new home is carried through in the use of materials and the strong geometry of the roof. The porch, wrapping the structure on three sides, embraces the ground, anchoring it securely to the hilltop. The American tradition of "front porch" is quintessentially fulfilled in this building. The west elevation porch roof is perforated, allowing sunlight to penetrate the rooms.

The exterior siding is cedar with an opaque stain applied on both sides. All the exterior trim, porch flooring, fascias, soffits, columns, etc., with the exception of the porch lattice, are painted wood. The windows are true divided lites, insulating glass with factory-painted sash.

The second floor hexagonal bay provides a spectacular view from the sitting area in the master bedroom suite. The projecting lower



The client's need centered on a residence that reflected the great traditions of family and home.

hipped roofs on either end of the main roof enclose the bathrooms on the second level. The base of the house is local field stone. The steep roof angles are relieved by semicircular attic dormers.

The house is sited to obtain views to the north and south as it rests on the crest of the hill. A broad treeline to the west of the house creates an intimate exterior space and provides a counterpoint to the vast view and open fields to the east. Approaching the house along the road, one gets glimpses of the roofline growing out of the hilltop as the visitor slowly climbs the grade. The landscape architect established the road by walking the site with the surveyor in order to create as much drama as possible in discovering the house.

The great traditions of residential architecture as seen in the fine neighborhoods of Wilkes-Barre, Scranton and Kingstown are once again enjoyed on an intimate basis. □

Photography: Bo Parker

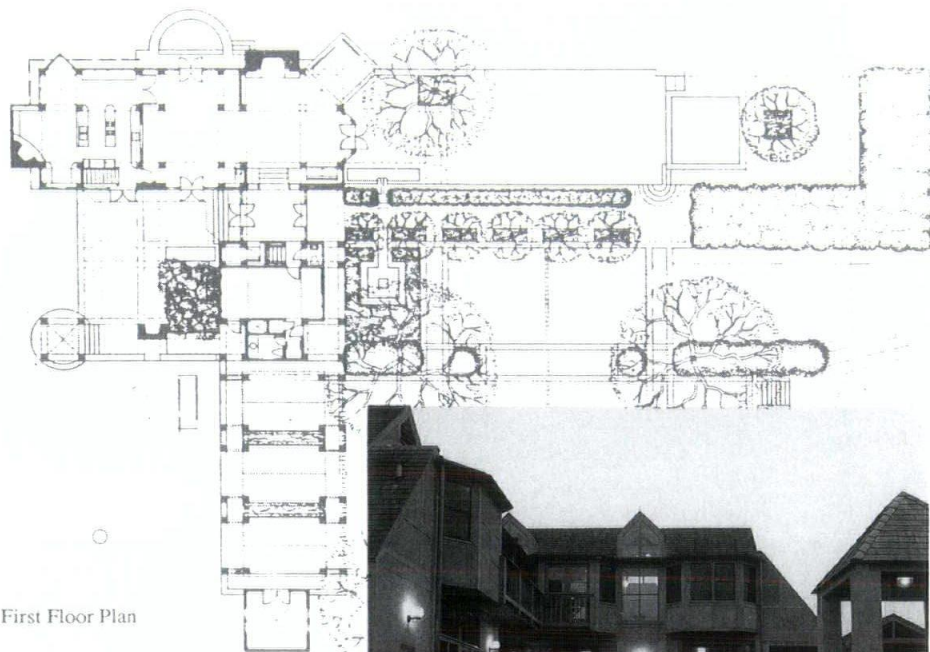


The Edgar House

Location: Paoli, Pennsylvania

Architect: David C.S. Polk & Linda O'Gwynn, Architects

Contractor: Hallowell Construction Co.



First Floor Plan



The owners of this beautiful home had very specific requirements for its design. It had to be unique and it was to have a sense of repose, bringing the outdoors in. Guests were to enter through a courtyard garden and gate before opening the front door and the garden would be carefully tied into the house design. Every room should be oriented for views, prevailing breezes and connected to the gardens by French doors.

What resulted was an interior space that includes an entrance hall, living room with fireplace and garden, formal dining room, kitchen with family room, breakfast room with work desks adjacent, plant room, master bedroom, bath-sitting

continues

Photo: John F. Waggaman II







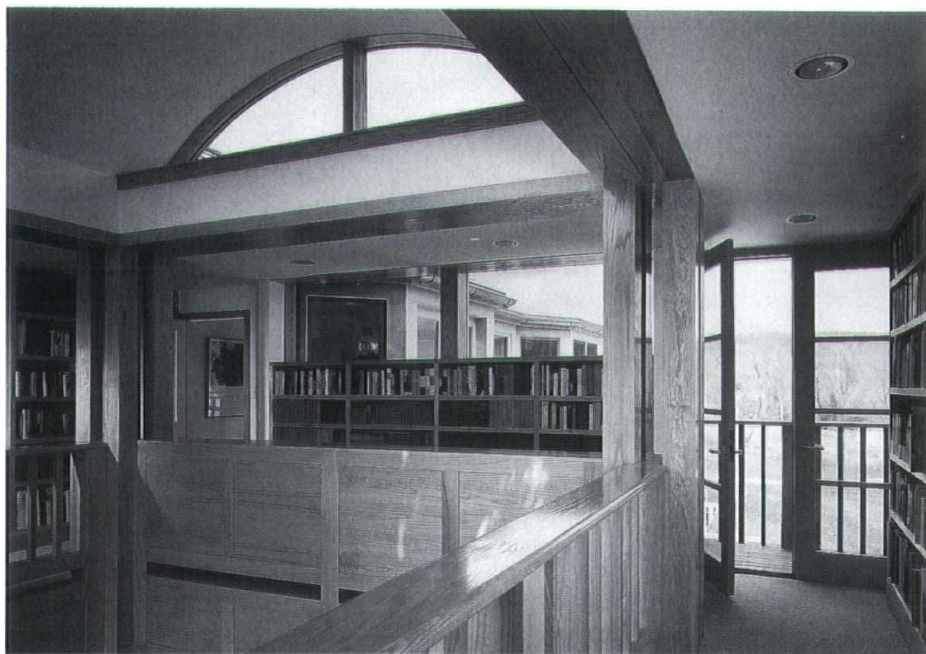
Photo: John F. Waggaman II

area and deck, two children's bedrooms with baths — one with its own entrance and one with a window seat — and a guest room to double as a sitting room.

The house is rooted in the landscape, which includes an open lawn, facing southeast, sloping down to the intersection of two streams. The first floor is an architecture of the earth. It rises from a platform as clusters of masonry piers and includes small, luminous rooms which, together, form larger interior rooms. Long vistas through to the landscape complement the sense of intimate enclosure inherent in the clusters. There are beautiful views up the valley to the southwest, down Valley Creek to the east, and to the northeast over an adjacent farm to a wooded ridge.

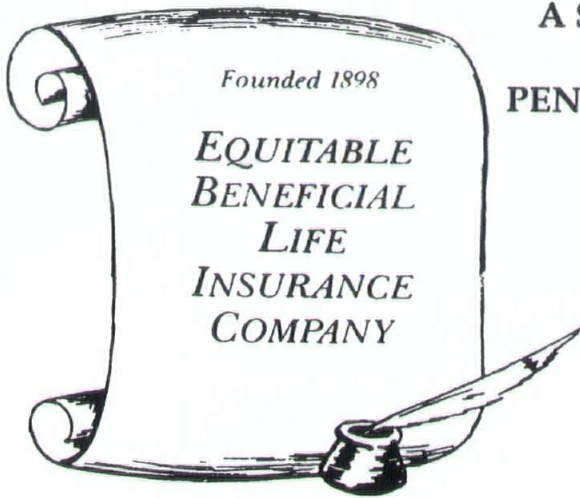
The second floor of the house is a gabled wooden roof. The main rooms are lit from above by curved windows and ceilings and by small peripheral spaces, bays and dormers. This spatial order: little rooms forming bigger ones — upstairs and down — unites the house into an integral whole. □

Photo: Matt Wargo



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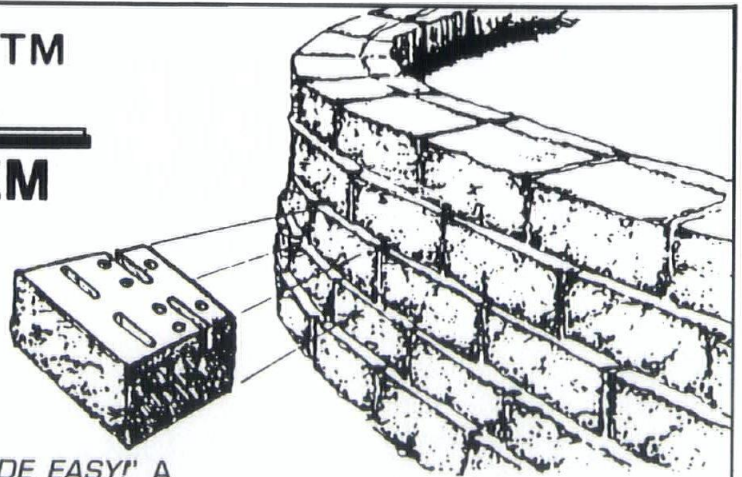
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The Meshon House

Location: Chester County, Pennsylvania

Architect: Lyman S.A. Perry, AIA, Architect

Contractor: Lord Contractors, Inc.

This relatively small, 2,000-square-foot residence was designed for a family with one child, whose interests include, horses, animals and riding. The program encompassed the design of both the residence and also a small barn for horses. The interior of the house included three bedrooms, three-and-one-half bathrooms, living room, kitchen and garage. The barn included a tack room, four stalls, washing stall and storage loft.

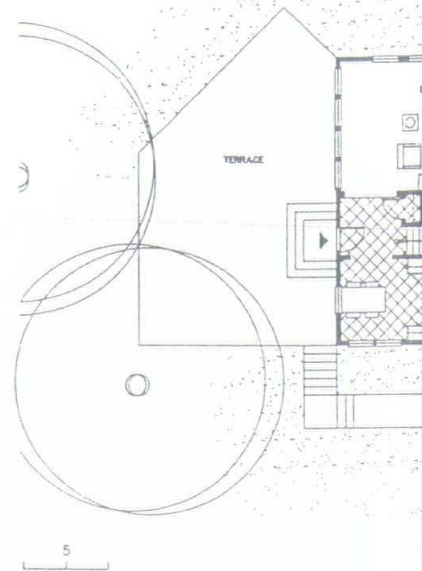
The ten-acre site of rolling hunt country in Chester County, Pennsylvania was chosen, well set back from an existing country road in a

mature stand of hardwood trees and looks outward across a landscape of horse pastures and barn. The house was kept to a simple rectangular plan in order to keep the project's costs within budget. The scale and proportion of the openings respond to the vast scale of the site and also to reflect the vernacular forms of the surrounding barns and 18th century farmhouses. The house is set into the hillside, which slopes towards the road. Entering the site is by way of the riding ring and barn, set just inside the tree line. On the first level is the main

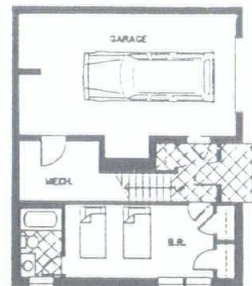
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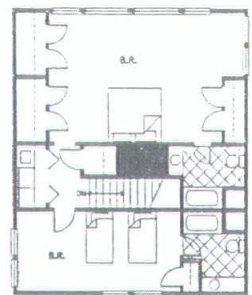




PLAN - LOWER LEVEL

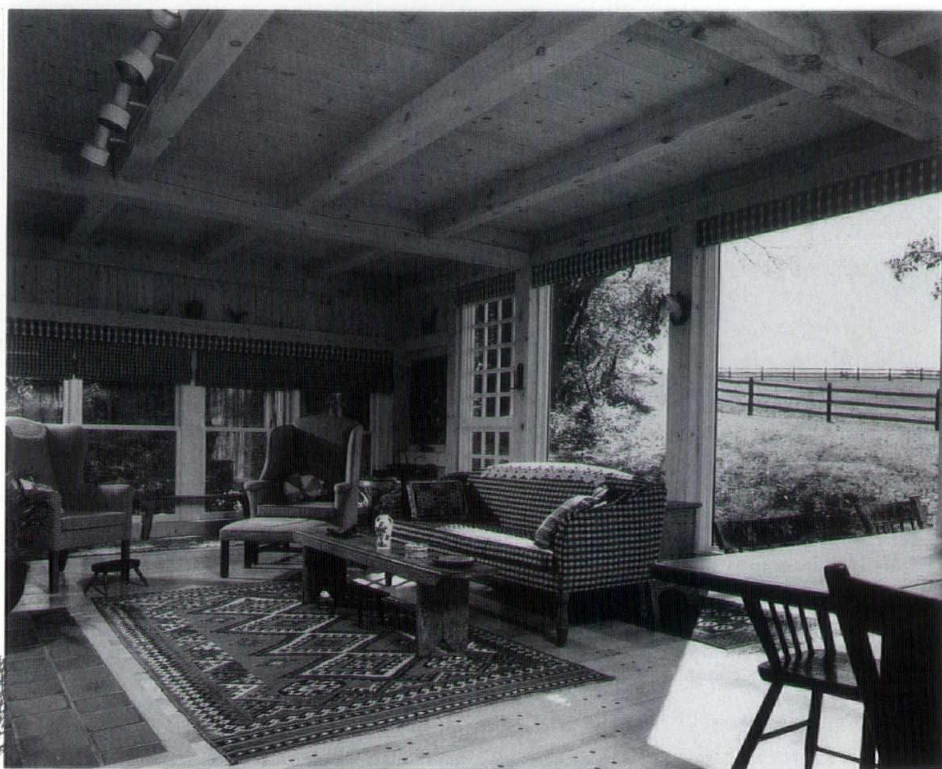
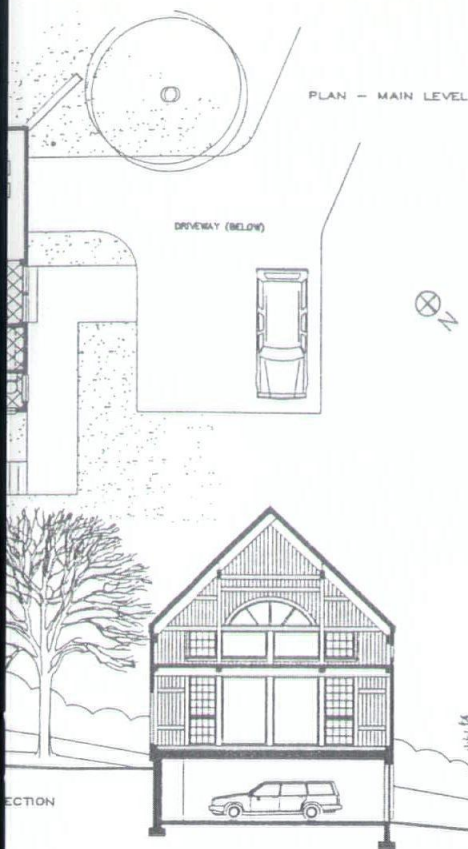


PLAN - UPPER LEVEL



entry, garage and guest bedroom, with the living room and kitchen on the second level. The third level is devoted to the master bedroom and child's room.

The plan for the house was designed to accommodate post and beam construction in order to capture an informal spirit of the past. The post and beam structure was custom fabricated to conform to the design and was erected on a traditional foundation of concrete block and plywood deck, by a local contractor. □



Photography: Tom Bernard

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Eagles Nest I

Location: Stroudsburg, Pennsylvania

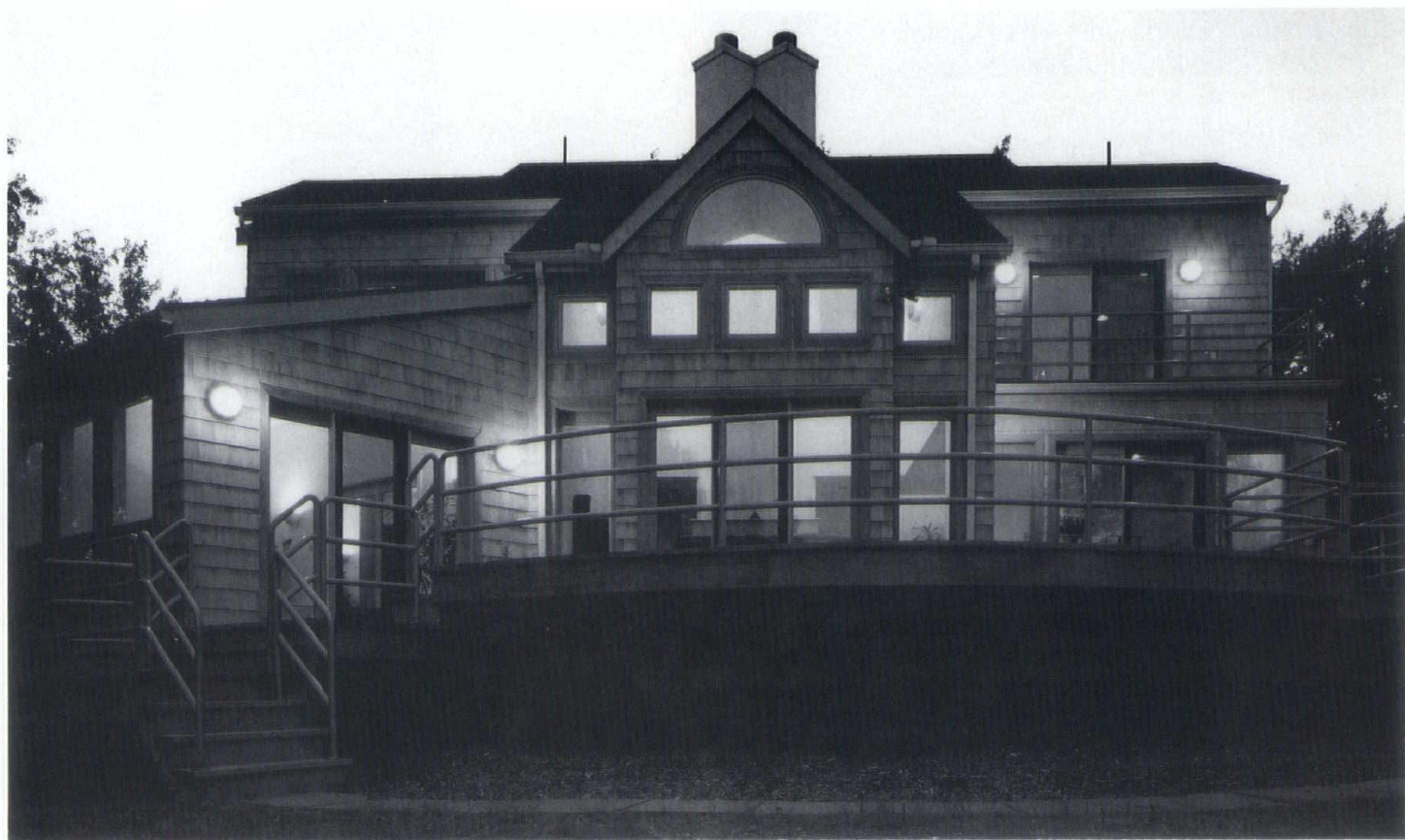
Architect: Schoonover, Strunk & Vanderhoof-Architects

Contractor: Bush Buildings Furniture by Mark Cramer-Millwork

Eagles Nest I is the first in a series of ten, one-of-a-kind custom homes to be built off Chipperfield Drive in Stroud Township. The site for the residence is a knoll that rises from the street to present views of both Stroudsburg and the Delaware Water Gap beyond. The house was designed to command that site and the concept of the home was to provide a contemporary interior while maintaining a comfortable, identifiable image of "home." The street facade was meant to be formal and private, while the rear of the house opens to the views and becomes more playful in nature with the shifting of the axis of the spa room.

To help guarantee the view, the main public levels of the house rise 24 inches so that one can gain access to the view above the treetops from the second floor. In some instances, the views are framed and other large areas of glass provide for panoramic vistas. Balconies have been created at the second floor off each bedroom. In one instance, the balcony is a triangular space that is left over from the rotation of the spa room. In the other instance, the exterior wall was pulled back to create a balcony over the dining room. Pipe rails were used to allow visual access to the site beyond.

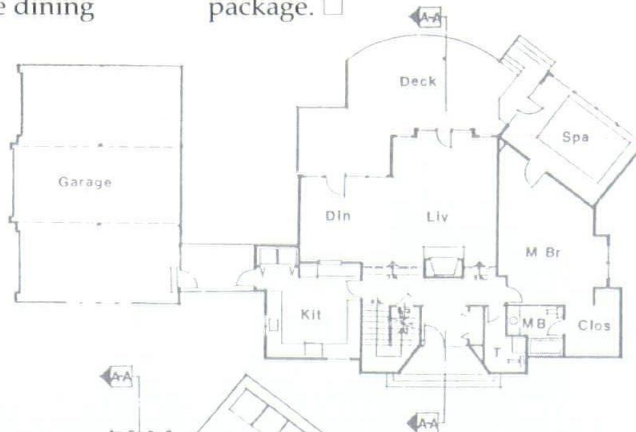
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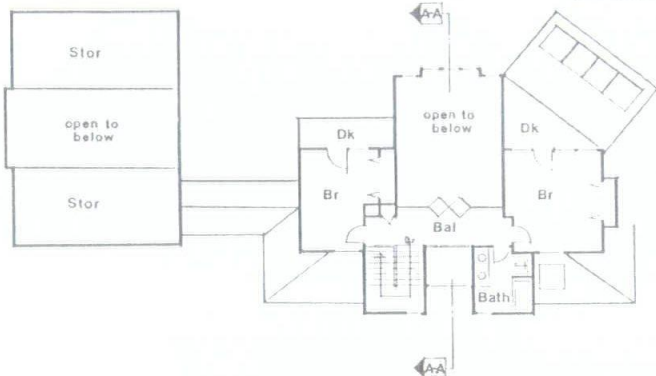
The interior of the house is open to allow vistas back into the house as well as out onto the site. The interiors were kept simple and wood furnishings, such as the dining

room table, armoire, coffee tables and buffet in the dining room, as well as the bedroom furniture, were designed as a total part of the house package. □

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SECOND FLOOR PLAN



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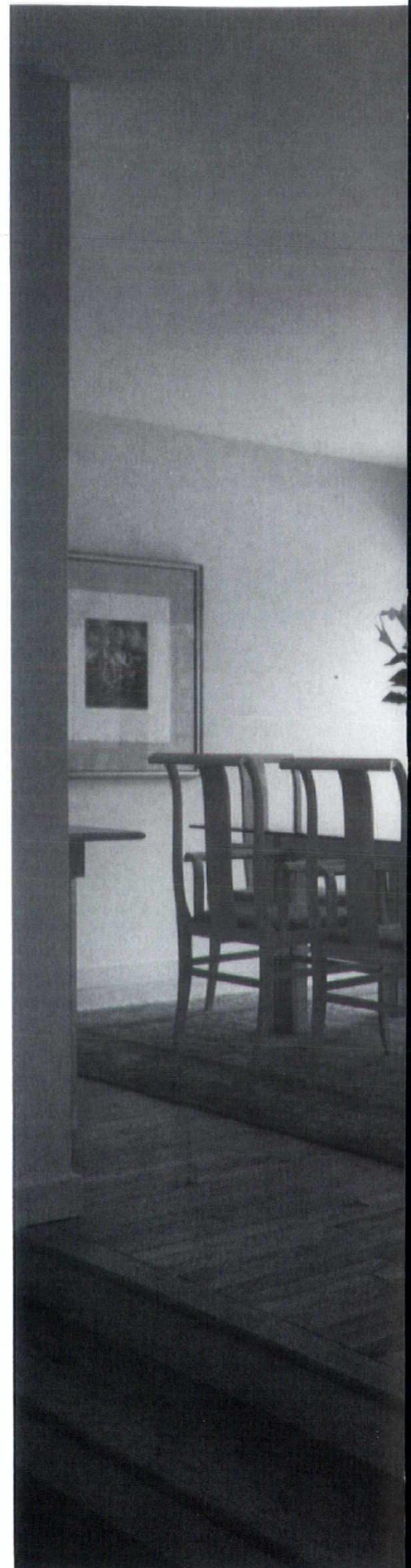


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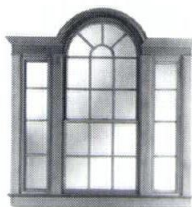
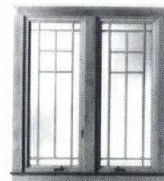
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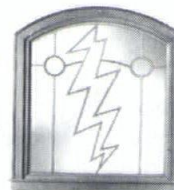
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Philadelphia Architects Win Portland, Maine Gateway Gas Design Competition

The team of Willis Pember and Andrew Blanda of the Philadelphia-based firm Otto Sperr Architects is first prize winner in the Gateway Gas Design Competition. The competition guidelines called for the redesign of an existing gas station to be a gateway landmark into downtown Portland, Maine as part of the city's revitalization efforts. On May 2, a seven-person jury convened to judge 160 entries for this unusual project which has gained national attention.

The Pember/Blanda design features four parasol-like canopies at varying heights, each crowned by a monumentally-scaled lobster in brilliant red. Informed by the canopies of Elliot Noyes' prototypical Mobil gas station of 1966, the design was chosen, according to the Portland jury, for its sense of "self assuredness . . . using a standard form, and combining it with a tremendous amount of whimsy." While the proposed structure would be able to function at ground level as an actual gas station with the potential for good business, the design was commended for its iconic appeal. The jury considered this entry "so remarkable, so memorable, and done with such humor, that it would become an instant landmark . . . a talking piece for years to come . . . the longer we looked at it, the more it grew on us."

The firm of Otto Sperr Architects provides design and construction administration services for commercial, institutional and residential clients: schools, theaters and museums as well as offices, retail shops and private houses.

New Doughboy Square Housing Project Front Door to Lawrenceville

Burt Hill Kosar Rittelmann Associates was awarded the contract for architectural design services for the Doughboy Square housing project in the Lawrenceville section of Pittsburgh. The project is being de-

veloped by the Lawrenceville Development Corporation and the Urban Redevelopment Authority of Pittsburgh (URA). Keith Cochran, an associate with Burt Hill, is the project manager.

This area has been targeted by the Lawrenceville Citizens Council and Lawrenceville Development Corporation as an area for redevelopment, and the URA is handling the funding for this project.

The site chosen at Penn and Liberty Avenues is the actual site where Stephen Collins Foster was born and his family lived. Born in the mid-1800s, Foster was the first popular song writer in America.

Other projects in the Doughboy Square area to be developed will be renovation of the Doughboy Bank Building and development of the commercial block of Butler Street which will involve mixed uses.

The preliminary design takes into consideration some of the problems of the site. By designing the homes as row houses, they will block sound from the street and give homeowners a quiet home and back yard. A unique feature of these houses is a private entrance courtyard. The door at the street level leads into an enclosed outdoor courtyard and the front door of the house is at the rear of the courtyard. This creates an attractive, secure entrance.

Burt Hill Kosar Rittelmann Associates employs approximately 300 people in Pittsburgh, Butler and Philadelphia; Washington, D.C.; and Fort Myers, Florida.

Agoos/Lovera Wins Two Awards

Agoos/Lovera Architects has been presented an award in the 1990 International Illumination Design Awards program and an Interior Design Award from Restaurant & Institutions Journal for The Franklin Institute South Wing renovations.

The 16,000-square-foot renovation of the South Wing provides the Institute with three separate dining facilities on two levels. The upper level introduces a dining room and

server, while the lower floor includes a school group entrance, a dining and program orientation room, a lunchroom, and the Institute's main kitchen.

The design reinforces the axial planning of the Institute's existing neoclassical architecture. Historic plasterwork and bronze window, obscured by earlier renovations, have been exposed and restored. Circulation within the main dining room is defined by stainless steel pylons which provide light and air to the space without compromising the original finishes. The various new elements are contemporary counterpoints to the ornate enclosure, creating a colorful, active, and elegant environment.

Firm Receives 1990 AIA Gold Medal

James Oleg Kruhly + Associates has been awarded the top prize for architecture in Philadelphia in 1990, the Gold Medal of the Philadelphia Chapter of the American Institute of Architects.

The award is in recognition of James Oleg Kruhly + Associates' design of a new \$3.5 million church complex for the New Hackensack Reformed Church in Wappinger Falls, New York. The award was announced Saturday, June 9, at the annual awards celebration of the Philadelphia Chapter/AIA, held this year at the University of the Arts' Haviland Hall.

The Gold Medal is the firm's third design award in the last thirteen months. In December 1989, it received third prize in the first annual Great American Homes Award competition, Sympathetic Addition category, sponsored by the National Trust for Historic Preservation. In May 1989, it received an Honorable Mention award in a national design competition for a Vietnam Veterans memorial in Suffolk County, Long Island. □

influenced, from the standpoint of urban planning, by some of the great European cities".

For Patricia Kucker, AIA, who won the competition for the John McHenry Maritime Museum in the Baltimore Harbor as an independent in 1985, the Stewardson provided the resources to explore the vernacular buildings, hand-crafts, and smaller cities of Spain and Portugal. "A theme of craft goes through my personal architectural interests, and I was very interested in the tile work and colored stuccos that appear in the architecture of these countries," says Kucker. "I was also deeply interested in the spatial ideas of the cities in Spain and Portugal, which have not been as influenced by technology and capital as have those in the rest of the continent. One often says that the house is the image of the city, and I think that in Spain and Portugal this is especially true."

Kucker, now a partner in Philadelphia-based Studio E Architects, believes the issues of site planning, open spaces, and the collective remain important in her work today. Most often, Kucker explores these themes in design competitions, or in her classes at the University of Pennsylvania. There are, however, times when Kucker can study these issues in the context of a real building project. A recent office building commission, for example, encouraged the analysis of the relationship of the proposed structure with an existing facility, and the spaces in between.

This year, for the first time in its history, the Stewardson is sending two individuals — Bruce Benedon and Barry Ginder, 1990 graduates of Drexel University and Temple University, respectively — overseas. "The last couple of competitions have stimulated a lot of thought within the Committee and the jurors," says Timberlake. "This year, the project — a nursing facility for patients diagnosed with AIDS — spawned tremendous discussion. It became imperative to split the

award, for while one project met the criterion of designing an idea, the other satisfied the criterion of designing a building."

Or, in the words of Derek Moore, a member of the jury: "The obviously antithetical strengths of each selected scheme exposed the weakness of the other. A complete solution would have to contain a strong measure of each, but these two seemed to make the most fundamental soundness in a diverse sense."

The nature of the journeys both Ginder and Benedon plan to make this fall can be detected in their winning schemes. Ginder derived his idea for the project in part from the anatomical nature of the program, in part from an Antonin Artaud book entitled, *The Theater and its Double*. "There is a chapter of this book called 'The Theater and The Plague' in which the author tells a story about a plague-stricken city and how the plague forces the citizens to confront themselves and unveil their masks. In my project, I created a major spine composed of housing units, and placed the diagnostic core, children's care, administration, and support services off to the left. In the design, the plague slices through the housing and, between the diagnostic and housing areas, there is a theater for the living and a theater for the dead."

In his European excursion, Ginder hopes to see some of the world's great theaters. "I plan to be traveling outside of Rome, to see, for instance, the town of Sabbioneta and the theater designed by Scamozzi — both of which were modeled after Rome. I also hope to see Palladio's Teatro Olimpico, which incorporates the idea of the Roman theater as well as the idea of perspective."

Will Ginder pursue a career of theater design upon his return? "Every project — be it a residence or a restaurant — potentially has the idea of theater within it," says Ginder.

Benedon based his response to the program on his analysis of the psychological needs that arise in an individual afflicted with AIDS, and on his overriding desire to establish a place of pleasant familiarity. "AIDS patients begin to lose their sense of dignity as their bodily functions decline and a stigma arises with friends and family," explains Benedon. "I wanted to create a place that offered the patients dignity in the last stages of their lives, and so I treated the project as a residence. I placed a lot of emphasis on the courtyard garden, gave all major spaces and many of the rooms a window, and put Dutch doors on the rooms to provide a flexible barrier to the outside."

Benedon will combine his Stewardson earnings with other monies to take an extended trip through the hill towns and major cities of northern Italy, down the coast of Yugoslavia, and into Prague, Vienna, and Barcelona. His plan: to make what is now unknown familiar through the act of drawing. "The best way to see something is to draw it — to take it from the eye to the mind to the paper," says Benedon. "Drawings become like permanent pictures in your mind. They are always there when you need them." Benedon will, he says, call upon this cache of imagery when he returns to practice architecture.

If, as his friends remembered, John Stewardson had "uniformly manifested a desire to promote in others the study of architecture," somewhere, it would seem, he smiles today. □

Beth Kephart Sulit is a freelance writer residing in Glenside, Pennsylvania. The author wishes to thank Dean Holmes Perkins for helping discover the origins of the Stewardson.

to an elementary school. One of the contract provision stated that:

The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

Subsequent to construction, a windstorm blew off a portion of the roof. Upon investigation, it was discovered that the roof had not been secured as provided by the plans and specifications. The school district then brought a suit against the architect claiming he had failed to properly supervise the work. In rejecting the school district's claim, the court stated:

It is apparent that by the plain language of the contract an architect is exculpated from any liability occasioned by the acts or omissions of a contractor. The language of the contract is unambiguous. The failure of a contractor to follow the plans and specifications caused the roof mishap. By virtue of the aforementioned contractual provisions, Buetow [architect] is absolved from any liability, as a matter of law, for a contractor's failure to fasten the roof to the building with washers and nuts.

The Minnesota Supreme Court's decision in *Moundsview* was rejected in a 1987 decision by a Texas appellate court. In *Hunt v. Ellisor & Tanner, Inc.*, the court stated with respect to the issue of whether an architect can be held liable for construction defects:

We decline to follow Moundsview. We conclude that the language said to be exculpatory constitutes nothing other than an agreement that the architect is not the insurer or guarantor of the general contractor's obligation to carry out the work in accordance with the contract documents.

A case decided by a Federal Court in Ohio, *First National Bank of Akron*

v. Cann, further supports the conclusion that an architect can be held liable for damages resulting from construction defects when he fails to adequately inspect the work. In that case, the Bank contracted with an architect to provide architectural services in connection with the refurbishing of the exterior and interior of its bank building. The agreement contained standard AIA language with respect to the architect not being "responsible for the Contractor's failure to carry out the construction in accordance with the Contract Documents." Subsequent to the project's completion, many of the granite panels on the exterior of the building began to move and fall. Investigation of the problem revealed that the panels had been improperly secured. The Bank sued the architect for failing to properly inspect the project for compliance with the plans.

"An architect cannot close his eyes on the construction site and refuse to engage in any inspection procedure whatsoever and then disclaim liability for construction defects that even the most perfunctory monitoring would have prevented."

The court concluded that the contract was ambiguous as to the architect's responsibility for inspections. On the one hand it provided that the architect must guard the owner against defects and deficiencies in the work, while on the other hand it provided that the architect would not be liable for the Contractor's failure to comply with the Contract Documents. The court concluded that these two provisions were in conflict, and as such, the contract was ambiguous. In accordance with the general rule of law that an ambiguous contract is construed against the contract's author, the court construed the contract in favor of the bank and against the architect. Despite the standard "exculpatory clause," the court concluded the architect was liable for failing to carry out "inspections and monitoring of a nature that would have uncovered the defective conditions."

A case decided in February 1990 by the Supreme Court of Alabama takes an intermediate position on the issue of whether an architect is absolved of liability for the contractor's failure to comply with the contract documents. In *Watson, Watson, Rutland/Architects, Inc. v. Montgomery County Board of Education*, an architectural firm was sued by a school board for damages resulting from a leaky roof in a junior high school, such leaks being the result of the contractor failing to follow the plans and specifications. As in the cases discussed above, the agreement between the owner and architect provided that the architect "shall not be liable for results of Contractor's failure to carry out the work in accordance with the Contract Documents." The architect argued "that there could never be an imposition of liability under an agreement similar to Article 8 [article containing exculpatory clause] no matter how serious the deviation of the contractor from the plans and specifications." In rejecting this argument, the court stated: "[A]n architect cannot close his eyes on the construction site and refuse to engage in any inspection procedure whatsoever and then disclaim liability for construction defects that even the most perfunctory monitoring would have prevented." Although the court ultimately concluded, based on the school board's failure to present adequate evidence as to the architect's failure to inspect, that the architect was not liable, it made clear in its decision that architects are not absolved of all liability simply by including in the contract an exculpatory clause which provides that they will not be responsible for the "contractors failure to carry out the work in accordance with the contract documents."

Importance of Modifying AIA Form A201

The above cases demonstrate that despite the standard AIA exculpatory clause an architect who fails to carry out adequate inspections may be held liable for damages resulting from defects and deficiencies in the

work caused by the contractor's failure to complete the work in accordance with the contract documents. In its 1987 edition of Form A201, the AIA failed to clarify the conflict which exists between the architect's duty to inspect and guard the owner against defects and deficiencies in the work and, the architect's nonliability for the contractor's failure to carry out the work in accordance with the contract documents. The ambiguity which existed in the 1970 and 1976 editions persists in the 1987 edition. As a result, it is probable that provisions in the 1987 edition will be the subject of more disputes and conflicting court decisions.

"To avoid the uncertainty surrounding the architect's responsibility to inspect the work, AIA Form A201 should be modified to clarify the architect's duty to inspect the work."

Architects and owners both need to be aware of the possible ramifications resulting from the use of AIA Form A201. Owners must realize

that they might not be getting the protection against defective and nonconforming work that they desire. On the other hand, architects must realize that they might be accepting more inspection responsibilities and liability than they contemplate. If the possible effect of AIA Form 201 was made clear to both parties before accepting its provisions, the parties would be free to modify the form to meet their individual needs and desires.

Owners who want additional protection against defective and nonconforming work could contract for additional and more extensive inspections. Correspondingly, architects will be better able to give accurate estimates if they know before hand the extent of their inspection responsibilities and the risks which accompany their duties.

If AIA Form A201 is not modified by the parties, the uncertainty surrounding the architect's responsibility for inspecting the work will be perpetuated. Owners will not know the degree of protection they are receiving, by way of the architect's

inspections, against defects and deficiencies in the work. Conversely, architects will not know the extent of their duty to inspect the work and their potential liability for damages caused by defects and deficiencies in the work. To avoid the uncertainty surrounding the architect's responsibility to inspect the work, AIA Form A201 should be modified to clarify the architect's duty to inspect the work. □

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Children's Playhouse

Contractor: Peggy Vanderhoof

Photos: Sean O'Brien



Designing a playhouse for a four and six year old is much like designing a house for a couple about to get a divorce. One wanted the playhouse to be "Ghostbusters' Headquarters" and the other a "Fairy Tale Cottage."

In trying to satisfy both, a "Cottage with Activity" was

designed. The children can climb the ladder to their second floor exterior balcony and either use the slide to get down or open the door and slide down the fire pole to the inside.

To create the "Fairy Tale Cottage" look, the playhouse was sited between two large maple trees. Steep

roof pitches and colored roof shingles help contribute to the image.

At the interior, the rafters and studs were left exposed and painted white. The children have painted brightly colored patterns and logos of their favorite superheroes between the studs. □

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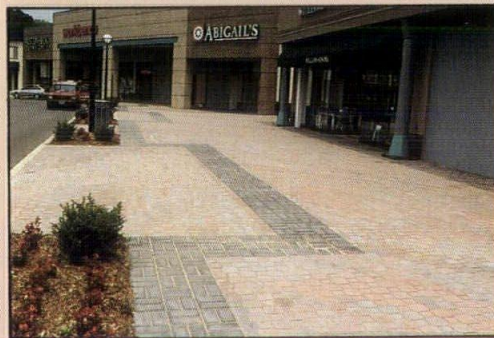
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