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ATA Competition

Forms etc.

Standard Form of Competition Program



The American Institute of Architects

Office of the Secretary
THE OCTAGON, WASHINGTON, D. C.

Standard Form of Competition Program



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STANDARD FORM OF COMPETITION PROGRAM

The following standard form of Competition Program, prepared by The American Institute of Architects, contains those provisions which the Institute considers essential to the fair and equitable conduct of a competition.

The Institute in no way assumes or attempts to dictate an Owner's course in conducting a competition; it claims only the right to control its own members, and having found by experience the danger to the interests of both Owner and Competitor from a competition in which such provisions are lacking, it permits no member to take part in any competition which does not meet those essential conditions, and the program of which has not been specifically approved.

A competition should be of such form as to establish equitable relations between the Owner and the Competitor. To insure this, the requirements should be clear and definite; the competency of the Competitors should be assured; the agreement between the Owner and Competitors should be definite, as becomes a plain statement of business relations; and the judgment should be based on expert knowledge.

The following program will, if adhered to, be duly approved by the Institute Sub-Committees on Competitions for the various Chapters of the Institute, and by the Standing Committee on Competitions of the Institute.

Program of Competition for

.....
(Insert name of proposed building)

NOTE: Throughout this program the word "Owner" is used to indicate either the Owner in person, or those to whom he has delegated his powers.

PART I.

1. PROPOSED BUILDING: The.....
(Insert name of Owner)

proposes to erect a new.....
(Insert name of building)

on the site at.....
(Insert location)

2. AUTHORITY: The.....
(Insert name of Owner)

has (delegated to).....
(Insert name or names of individuals)

.....)
authority to select an architect to prepare the plans for, and supervise the erection of the building.

NOTE: If authority for erection of the proposed building is granted by act of legislature, ordinance etc., it is desirable to make clear the source of such authority.

3. ARCHITECTURAL ADVISER: The Owner has appointed as his expert Professional Adviser

.....
(Insert name and address of Adviser)

to prepare this program and to act as his Adviser in the conduct of this competition.

4. COMPETITORS: Participation in this competition is limited

(I), to the following architects:.....

(Insert names of invited competitors)

.....
.....
.....

^{or}
and (II) To such architects as shall have made application on or before.....
(Insert date)

accompanied by evidence of their education and experience, satisfactory to the Owner and the Professional Adviser. It is agreed that the names of all those admitted to the competition shall be made public on or before

.....
(Insert date)

^{or}
and (III) To all architects who may desire to compete. The Owner agrees that he will award the commission to design and supervise the erection of the building to the competitor selected by the Jury. If he considers the winner to be lacking in experience he may insist on his selecting as associate an architect of recognized standing and experience.

The Owner agrees that he will admit no one as a Competitor to whom he is not willing to award the commission to design and supervise the erection of the building, in case of his success in the competition.

5. JURY OF AWARD: The Owner agrees that there will be a Jury of Award

(I) which will consist of the following members,.....

(Insert names of jury)

.....
.....

Or (II) which will consist of.....members. Of these, the Owner has appointed the

(Insert number)

following:.....

(Insert names of those selected)

.....and
the Competitors will select the remaining members of the Jury.

6. AUTHORITY OF JURY: The Owner agrees that the Jury above named, or selected as above provided, will have authority to make the award and that its decision in the matter shall be final. Moreover, this Jury will make an award to one of those taking part in this competition, unless no design is submitted which fulfills the mandatory requirements of this program.

The Owner further agrees to employ as architect for the work as more fully set forth hereinafter, the author of the design selected by the Jury as its first choice.

NOTE: If, under the law, authority to make the award cannot be delegated to the Jury, the following form should be substituted for Section 6:

The Owner agrees that the Jury above named or selected as above provided, will select the design which appears to it to be the most meritorious and make a written report to the Owner, designating it by number. The Owner will then consider this design and the report of the Jury and will thereupon, without learning the identity of the Competitors, select as the winner of the Competition the author of the design selected by the Jury, unless in his judgment there be cause to

depart from such selection, in which case he will, still without learning the identity of the Competitors, select one of the other designs submitted in competition.

The Owner further agrees that he will pay to the author of the design designated as most meritorious by the Jury in case he should not be appointed Architect of the Building, a prize of \$.....
(State amount of prize)

The opening of the envelope containing the name of the author of the design selected by the Owner will automatically close the contract between him and the Owner, printed as Part III hereof.

7. EXAMINATION OF DESIGNS AND AWARD: The Professional Adviser will examine the designs to ascertain whether they comply with the mandatory requirements of the program, and will report to the Jury any instance of failure to comply with these mandatory requirements. The Owner further agrees that the Jury will satisfy itself of the accuracy of the report of the Professional Adviser, and will place out of competition and make no award to any design which does not comply with these mandatory requirements. The Jury will carefully study the program and any modifications thereof, which may have been made through communications (see Section 12), and will then consider the remaining designs, holding at least two sessions on separate days, and considering at each session all the drawings in competition, and will make the award, and the classification of prize winners, if prizes are given, by secret ballot, and by majority vote, before opening the envelopes which contain the names of the Competitors.

In making the award the Jury will thereby affirm that it has made no effort to learn the identity of the various Competitors, and that it has remained in ignorance of such identity until after the award was made.

The Owner agrees that the award of the Jury will be made within.....days of the date set for the submission of drawings.

The opening of the envelope containing the name of the author of the selected design will automatically close the contract between him and the Owner, printed as Part III hereof.

8. REPORT OF THE JURY: The Jury will make a full report which will state its reasons for the selection of the winning design and its reason for the classification of the designs placed next in order of merit, and a copy of this report, accompanied by the names of prize winners, if prizes are given, will be sent by the Professional Adviser to each Competitor.

Immediately upon the opening of the envelopes, the Professional Adviser will notify all Competitors, by wire, of the result of the competition.

9. COMPENSATION TO COMPETITORS: The Owner agrees to pay to the successful competitor within ten days of the judgment, on account of his fee for services as architect, one-tenth of his total estimated fee.

In full discharge of his obligation to them (in case prizes or fees are offered), the Owner agrees:

A. To pay the following prizes to those ranked by the Jury next to the successful design: To the design placed second \$....., to the design placed third \$....., to the design placed fourth \$....., to the design placed fifth \$....., etc., within ten days of the judgment,

(or) B. To pay to each of the Competitors invited to take part in this competition, other than the successful Competitor, a fee of \$.....within ten days of the judgment.

10. EXHIBITION OF DRAWINGS: It is agreed that no drawings shall be exhibited or made public until after the award of the Jury. There will be a public exhibition of all drawings after judgment, and all drawings, except those of the successful Competitor, will be returned to their authors at the close thereof.

11. USE OF FEATURES OF UNSUCCESSFUL DESIGNS: Nothing original in the unsuccessful designs shall be used without consent of, or compensation to, the author of the design in which it appears.

In case the Owner desires to make use of any individual feature of an unsuccessful design, the same may be obtained by adequate compensation to the designer, the amount of such compensation to be determined in consultation with the author and the Professional Adviser.

12. COMMUNICATIONS: (Mandatory) If any Competitor desires information of any kind whatever in regard to the competition, or the program, he shall ask for this information by anonymous letter addressed

to the Professional Adviser, and in no other way, and a copy of this letter and the answer thereto will be sent simultaneously to each Competitor, but no request received after..... (Insert date) will be answered.

13. ANONYMITY OF DRAWINGS: (Mandatory) The drawings to be submitted shall bear no name or mark which could serve as a means of identification, nor shall any such name or mark appear upon the wrapper of the drawings, nor shall any Competitor directly or indirectly reveal the identity of his designs, or hold communication regarding the competition with the Owner or with any member of the Building Committee or of the Jury, or with the Professional Adviser, except as provided for under "COMMUNICATIONS." It is understood that in submitting a design, each Competitor thereby affirms that he has complied with the foregoing provisions in regard to anonymity and agrees that any violation of them renders null and void this agreement and any agreement arising from it. With each set of drawings must be enclosed a plain, opaque, sealed envelope without any superscription or mark of any kind, same containing the name and address of the Competitor. These envelopes shall be opened by the Professional Adviser after the final selection has been made, and preferably in the presence of the Jury.

14. DELIVERY OF DRAWINGS: (Mandatory) The drawings submitted in this competition shall be securely wrapped, addressed to the Professional Adviser at..... in plain lettering and (Insert address for delivery of drawings) with no other lettering thereon, and delivered at this address not later than..... (Insert date and hour)

In case drawings are sent by express, they may be delivered to an express company at the above date and hour, in which case the express company's receipt, bearing date and hour, shall be mailed immediately to the Professional Adviser as evidence of delivery.

PART II.

15. SITE: The site of the building is as follows..... (Insert description of site, and provide topographical map giving dimensions, grades, etc.)

NOTE: The site should be carefully described and a survey of the property should be attached and included as part of the program. Conditions pertaining to the site and to neighboring buildings frequently become determining factors in a design. Photographs showing surrounding building and landscape conditions may with advantage be included.

16. COST: (Mandatory) For the purpose of this competition the cost of the building shall be figured at..... cents per cu. ft., and the total thereof figured on this basis shall not exceed..... (Insert number) (Insert limit of cost)

17. CUBAGE: (Mandatory) Cubage shall be so computed as to show as exactly as possible the actual volume of the building, calculated from the finished level or levels of the lowest floor to the highest points of the roofs, and contained within the outside surfaces of the walls. Pilasters, cornices, balconies and other similar projections shall not be included. Porticos with engaged columns and similar projections shall be taken as solids and figured to the outer face of the columns. When columns are free standing one-half of the volume of the porticos shall be taken. There shall also be included in the cubage the actual volume of all parapets, towers, lanterns, dormers, vaults, and other features adding to the bulk of the building, also the actual volume of exterior steps above grade. Light wells of an area of less than 400 square feet shall not be deducted.

In calculating cubage, account shall be taken of variations in the exterior wall surface, as, for example, the projection of a basement story beyond the general line of the building.

A figured diagram showing method adopted in cubing shall accompany each set of drawings.

18. DRAWINGS: (Mandatory) The drawings submitted shall be made according to the following list at the scale given, and rendered as noted; and no other drawings than these shall be submitted:

.....
(Insert list, scale and method of rendering)
.....
.....
.....
.....

PART III.

AGREEMENT BETWEEN OWNER AND COMPETITORS.

In consideration of the submission of drawings in this competition, and the mutual promises enumerated in the subjoined "Conditions of Contract between Architect and Owner," the Owner agrees, and each Competitor agrees if the award be made in his favor, immediately to enter into a contract containing all the "Conditions" here following, and until such contract is executed, to be bound by the said "Conditions."

CONDITIONS OF CONTRACT BETWEEN ARCHITECT AND OWNER

ARTICLE I.

Duties of the Architect.

- 1. DESIGN:** The Architect agrees to design the entire building and its immediate surroundings and to design or direct the design of its constructive, engineering, and decorative work and its fixed equipment and, if further retained, its movable furniture and the treatment of the remainder of its grounds.
- 2. DRAWINGS AND SPECIFICATIONS:** The architect agrees to make such revision of his competitive scheme as may be necessary to complete the preliminary studies and to provide the drawings and specifications necessary for the conduct of the work. All such instruments of service are and remain the property of the architect.
- 3. ADMINISTRATION:** The architect agrees to prepare or advise as to all forms connected with the making of proposals and contracts, to issue all certificates of payment, to keep proper accounts and generally to discharge the necessary administrative duties connected with the work.
- 4. SUPERVISION:** The architect agrees to supervise the execution of all the work committed to his control.

ARTICLE II.

Duties of the Owner.

1. PAYMENTS: The Owner agrees to pay the architect for his services a sum equal to..... per cent upon the cost of the work.

The times and amounts of payments to the architect will be as follows:.....

NOTE: The percentage inserted should be in accord with good practice. If the architect is called on to furnish the services of expert consultants in special lines, this fee should be increased. The customary schedule of payments is as follows: Upon completion of preliminary studies one fifth of the total estimated fee less the previous payment; upon completion of contract drawings and specifications two fifths additional of such fee; for other drawings, for supervision and for administration, the remainder of the fee, from time to time in proportion to the progress of the work.

2. REIMBURSEMENTS: The Owner agrees to reimburse the architect, from time to time, the amount of expenses necessarily incurred by him or his deputies while traveling in the discharge of duties connected with the work.

3. INFORMATION, CLERK OF THE WORKS, ETC.: The Owner agrees to give all information as to his requirements; to pay for all necessary surveys, borings and tests, and for the continuous services of a clerk of the works, whose competence is approved by the architect.

PART IV.

REQUIREMENTS OF THE BUILDING:

NOTE: It should be borne in mind that either the cost of the building, as determined by its cubical contents, should be fixed, or the requirements of the Owner in regard to the design, materials of construction, dimensions of rooms, etc., should be fixed, but not both. If on the one hand the cubical contents and cost is fixed, it should be stated that the requirements of the Owner must be adhered to as closely as possible by Competitors; if on the other hand, the requirements of the Owner are definitely fixed, it may be stated that the cubical contents of each design, while not limited, will be taken into consideration in making the award.

In case the sizes of certain rooms, etc., are definitely fixed, the word "Mandatory" should be placed at the head of the paragraph referring to these rooms.

Here should follow a list of rooms required, together with sizes and other data which apply to the building under consideration.



THE AMERICAN INSTITUTE OF ARCHITECTS
THE OCTAGON, 1741 NEW YORK AVENUE
WASHINGTON, D. C.

The Duties of the Professional Advisor and of the Jury

The Committee on Competitions of The American Institute of Architects recognizing the difficulties that confront the Professional Advisor who has not had long experience in competitive work, has issued this Circular of Advice to Professional Advisors and Juries.

DUTIES OF THE PROFESSIONAL ADVISOR

I. Responsibility.

Of all the professional undertakings of the architect there is none more responsible than that of the position of Professional Advisor. In his own professional practice the architect is directly responsible to his client, and indirectly to his profession and to the public. In accepting the position of Professional Advisor he is responsible directly to the owners and to the competitors, and, to a greater extent than in his own practice, indirectly responsible to his profession and to the public. To the owners, in acting directly as their agent to secure for them the architect best qualified to design and erect the building entrusted to their care; to the competitors, in assuring this selection in a manner as fair to them as to the owner; to his profession, in so conducting the competition that it will be a stimulus to professional control and not a discredit to the competition code; and to the public in the securing of a design which will be a credit to the community.

Only too often this serious responsibility is lightly assumed. No architect should accept the position of Professional Advisor unless he has had practical experience in the class of work covered by the competition; unless he has had experience in competitions, or lacking this experience, is willing to come to the local subcommittee, or national committee, for advice before the program is submitted to the owners; and further, unless he is prepared to give

to this work the great amount of his time that it demands.

II. Competition Code.

The Professional Advisor must familiarize himself thoroughly with all the provisions of the Institute Document entitled Architectural Competitions—A Circular of Information, and the Standard Form of Competition Program, and his program must be based on these provisions.

III. As to the Necessity of a Competition.

The Professional Advisor may find, after consultation with the owners, that a competition is not desirable under the circumstances. In that case it is his duty to advise against it. And in this, as in all stages of his intercourse with the owners, the Professional Advisor should remember that he is employed to give advice to the owners and not to agree blindly with their every request or demand. If a determined, dignified stand is taken at the outset much future confusion will be avoided.

IV. Authority of Owner.

The Professional Advisor should assure himself that the owners have proper authority to hold the competition, and this authority should be definitely expressed in the preamble to the program.

V. Kind of Competition.

A competition limited to not more than ten invited competitors is generally the most satisfactory. A greater number makes the judgment difficult and may prevent the participation of some of those invited. An open competition unless of national importance attracts few of the better known architects,

but does attract hordes of irresponsible competitors. If such an open competition is mandatory it should be held in two stages, a limited number being selected for the finals. It is advisable to invite, specially in the second stage, a few architects who have shown, by their past work, special qualification in the type of building covered by the program.

VI. Association.

Association of invited competitors with outside architects may be allowed at the discretion of the Professional Advisor, with the consent of the owner, but it should be stated explicitly in the program that such association must continue for the life of the job, and this condition must apply to any association made in an open competition. There should be inserted in the program a stipulation that in accepting an invitation to compete each architect guarantees that the design and the drawings are prepared in his own office or in that of his associates under his own or his associate's personal direction, though it should be understood that there is nothing in this stipulation to prevent the employment of outside assistance in the presentation of the drawings.

VII. Meeting of Competitors and Professional Advisor.

In some cases of limited competition it has been found possible to arrange a meeting of the Professional Advisor and competitors to discuss a preliminary draft of the program and consider suggestions from the competitors. There are a number of instances in which this meeting has been mutually beneficial.

VIII. Payment of Competitors.

All competitors invited should be paid an amount sufficient to cover their actual cash outlay, otherwise it may be difficult to secure the participation of architects of standing. The amount will vary as to the importance of the competition and the number and kind of drawings required. In an important competition it should be not less than \$1,000, and usually should be more.

IX. Fee of Professional Advisor.

This is naturally proportionate to the work required, but in any case the Professional Advisor should realize in advance, and explain to the owners, that his services will amount to nothing if they are not complete. There will be a number of conferences, perhaps necessitating long trips, a number of preliminary drafts of requirements, much correspondence with the competitors as well as with the owners, and presence at the judgments. If the Professional Advisor is not prepared to give much of his time he should not undertake the work. If he does

undertake it, he should be well paid. The owners must be given to understand that even a large fee paid him is a good investment, and will save endless trouble and expense in the last analysis. No competition can be a success without the devoted services of a competent advisor. It is not to the best interests of the profession for the Professional Advisor to act gratuitously. Gratuitous service is never appreciated, and may on occasion, as a precedent, work hardship to other Professional Advisors not in a position to give such service, and to other owners who may, by false economy, content themselves with incompetent and poor advice. Necessary traveling expenses should be paid in addition to the fee.

X. Payment to Jury.

The Professional members of the jury should be paid at least an amount sufficient to reimburse them for their loss of time. They should not be asked to serve gratuitously for the reasons given above. In an important competition the fee should be not less than \$150 for each day or portion thereof of absence from their office.

XI. Time Allowance.

Competitions disrupt ordinary office routine. Important work in progress should not be sacrificed for a speculative opportunity. Therefore sufficient time should be allowed not merely for the actual fabrication of the drawings, but for the necessary adjustment of office work and for the proper participation of the members of the firm. In important competitions at least three months are essential, preferably more. No extensions of time shall be granted unless all of the competitors have been canvassed and unless the majority of them agree to the extension.

XII. Delivery of Drawings.

If, as is usually the case, some of the competitors do not have their offices in the vicinity, provision should be made to equalize the time in transit. A post office or express receipt bearing stamped date prior to the time of delivery of the drawings, mailed to the Professional Advisor, can be accepted as evidence of intent to deliver, but this point should be explicitly stated in the program.

XIII. Wrapping.

It is well to insist on double wrapping; the outer wrapping, carrying the address and transit stamps, to be removed by a subordinate; the inner wrapping containing no marks whatever, to be opened by the Professional Advisor. This will prevent unintentional identification by the Professional Advisor.

XIV. Drawings.

Judgment should be based on scheme and not on presentation. If a simple presentation is called for, there will be more time left for the development of the scheme. An unnecessarily large number of drawings and elaborate presentation gives undue advantage to the larger offices. But the Professional Advisor should remember that if simple presentation is desired it must be made mandatory. If the program reads "Drawings *can* be presented in pencil on tracing paper," few, if any, will be so presented. No one will take a chance that his drawings will lose on account of their presentation.

Only those drawings absolutely necessary to the expression of the scheme should be required. Generally a jury judgment is based on the principal elevation and one or two plans, and in important work, a section. The other drawings hardly count except to determine if the scheme is complete and workable.

The plans should never be more than $\frac{1}{8}$ " scale unless the structure is very small, a monument for example. In the case of a large proposition, say more than 40,000 square feet area, $\frac{1}{32}$ " scale is ample. It is easier to judge the scheme at that scale, and there is no difficulty in showing sufficient detail. Rendering in a plan, except a plot plan, is unnecessary and tends to encourage trickery. No movable furniture should be shown; simple floor or ceiling treatment may be allowed but a single line around each room is preferable.

The elevation should not be at a larger scale than $\frac{1}{16}$ ", except in cases of monuments or very small monumental buildings. Occasionally when a judgment as to character of design and detail is considered advisable one elevation at $\frac{1}{8}$ " scale or a portion of a facade at $\frac{1}{4}$ " scale might be called for, but generally a large scale detail is unnecessary and not to be recommended. Monuments should be at $\frac{1}{8}$ " or $\frac{1}{4}$ " scale depending on size, but if very small the scale might be increased to $\frac{3}{4}$ ". As a rule one elevation only need be rendered, preferably in monochrome. Actual and proposed planting may be shown, and any architectural embellishments actually part of the design, but no portion of the facade obscured. The rendering should show the structure as nearly as possible as it would actually appear. Windows must be rendered as windows and not as panels. The essential shadows must be accurate, and count as shadows their entire extent. Elevations to be rendered may be drawn in pencil or light ink and a moderate use of pencil in the rendering should be permitted.

Perspectives of single buildings are of little help to a professional jury, are apt to be misleading to a lay jury, add materially to the cost of the competition to the competitor and are not to be recommended. If the inclusion of perspectives in the program is considered essential to express the layout of a group of buildings, the scale should be not over $\frac{1}{32}$ " with

very simple presentation, but even in the case of a group of buildings an adequately rendered plot plan is preferable.

The section, or sections if more than one is necessary to show the scheme, should not be rendered; the solids lightly tinted or left white. A moderate amount of cleaning certain spaces with a rubber on a line drawing shall not constitute rendering.

Drawings should be on paper mounted on stiff cardboard, not compoboard, and need not be equal in size, but if it is thought advisable to limit the size, care should be taken to make sure this limit is enough for proper background and margin. Border lines, lettering and passepartout edging may be optional. Border lines never won a competition, but any drawing presents a more finished appearance so framed. Naturally no glass should be allowed.

In a simple, small competition the drawings may be made in pencil on tracing paper mounted, but if this privilege is given it should be made mandatory for all competitors. In a large competition some of the less important or repetitious drawings may be in pencil on tracing paper mounted.

There should be no human or vehicular accessories on any drawing, except that one human figure 5' 8" high can be placed on each elevation or section.

XV. Cube Diagram.

A cube diagram on tracing cloth should be mandatory. This diagram should show in plan the main wall face at the principal story and should scale accurately and have figured main dimensions. It should be remembered that all paper, mounted after the drawing is made, will stretch, often irregularly; tracing paper may stretch $\frac{1}{4}$ " to $\frac{1}{2}$ " in 3 feet; so that the figured dimensions must be used for cubing. Discrepancies between the cube diagram and the drawings can be avoided by having the main plan and one section or elevation drawn on pre-mounted Whatman which cannot shrink or stretch. The cube diagram should show by tabulation how the cube was obtained.

XVI. The Cube.

The cube is obtained by dividing the limit of cost by the established cost per cubic foot. Often the Professional Advisor will find that the cost has been definitely established before his employment. This is unfortunate, because no lay committee can adjust the cost to the requirements. If the limit of cost is established by ordinance and is unchangeable, the Professional Advisor's first duty is to show the owners how big a building they can get for their money, and what requirements they can demand. The cubic foot cost must be agreed on. It will vary according to the type of building, the materials, the year of building, and the locality. This fixing of cubic foot cost is a very grave responsibility for the Professional Advisor. He should consult responsible

builders who are familiar with prices in that locality, and be governed by their advice and his own experience, and not by the wishes or guesses of the owners. He must remember that the builder's cube includes footings, foundations and all parapets and projections, and is always larger than the architect's cube, so that the builder's cubic foot price is slightly less than the cubic foot price he should use.

If it is evident that the soil conditions demand special foundations, caissons, piling, etc., the professional advisor must take this into consideration by deducting a reasonable amount for this particular part of the work from the general appropriation before establishing the cubage allowed.

If the total appropriation for the completion of the building is definitely fixed, a proper deduction for architects' and engineers' fees and the cost of the competition, including the fees of the jury and professional advisor, should be deducted from the total amount before the cubic contents are fixed.

The importance of establishing a reasonable cubic foot price cannot be overestimated, and yet it is a responsibility often shirked. When the winner of the competition gets his estimates he often finds this cube price too low, and the onus falls on him and not on the Professional Advisor, who has by then severed his connection with the operation.

When the cubic foot price has been agreed on, the Professional Advisor should obtain the floor area required and add a reasonable amount for walls, stairs, corridors, toilets, etc., and multiply the sum by the average floor height and add a contingent excess of say 10%. He will undoubtedly find that the result multiplied by the cubic foot cost will exceed the appropriation. He will then have to cut the requirements or get an increased appropriation. The proportion to be added for walls, stairs, corridors, toilets, etc., is impossible to set down here; it may vary from 20% to 45% of the floor area, according to the type of building. A fair average is 33 $\frac{1}{3}$ %. A reasonable cubage is essential to the success of the competition. A tight cube, with definite floor heights and rigid requirements, will produce poor results. The cube should be computed in the manner given in the latest edition of the Standard Form of Competition Program.

XVII. Requirements.

As a rule the requirements given the Professional Advisor are approximate as to area, and generally capable of reduction. Future expansion is necessarily vague. It is generally advisable to establish the floor area of a whole department, and give the number and approximate sizes of the rooms. A variance of 5% in the department and 10% in the rooms is often used. It is a mistake to fix sizes too strictly. It is better to describe in some detail what the rooms are used for, and why one room or department should be adjacent to another. If it is

thought necessary that a room or department should be on a certain floor it should be made mandatory, but in general the arrangement should be left open. *The best program is very brief and deals with generalities and reasons rather than detail.* If there are a number of floors of departments it is not necessarily essential to have plans of each floor; a brief statement that a certain well lighted area is to be provided on each floor is sufficient. But all plans that vary materially in their requirements should be shown, as they have a bearing on the design of the other floors.

XVIII. Survey.

There should be attached to the program a complete survey of the site with contour lines or grades, and this survey should be at an architect's and not at an engineer's scale, preferably the scale of the plot plan. There should also be a description of the site, the principal front, approaches, character of streets and a series of small photographs showing the site from various points.

XIX. Contracts.

The program must contain a complete form of contract between the owner and architect. It is not enough to say that the contract is to be in accordance with Institute practice. This contract should be the Institute's form and should state definitely the rate, terms of payment, payment of clerk of works by owner, what engineering services are paid by owner, and that borings, surveys, traveling expenses by the architect and his representatives are paid by owner. This contract should safeguard the architect as well as the owner and there should be no clause inserted giving the owner any special rights which he would not have under ordinary conditions. Also it is well to limit the number of sets of prints supplied by the architect if it is a public job. The Professional Advisor should realize that it is much easier for him, as a disinterested advisor, to arrange these details than for the successful competitor who has a pecuniary interest.

The program should also contain an agreement between the owner and the competitors which should include the provisions of Articles XIX and XX below given, and in addition a provision for the compensation of the architect in case of the delay or abandonment of the work, and such other provisions as to the exhibition of drawings, payment for drawings submitted in competition, prizes, as may be necessary, and a stipulation that no ideas or designs of an unsuccessful competitor will be used without permission and adequate compensation.

XX. Agreement to Employ.

The program should contain a definite agreement on the part of the owner to employ as architect one of the competing architects. If it should

happen that funds for the building operation were not available at the time the competition is held, this agreement is sometimes waived by the Committee on Competitions, provided, however, that there is a definite statement in the program that one of the competing architects will be employed as architect when the funds become available. See Art. IV.

XXI. Award.

There should be a definite agreement that the owners will accept the judgment of the professional jury, or in case they cannot legally delegate their authority, that they will be governed in their choice by the report of the jury unless there is good reason to do otherwise, and that they will not disagree with this report without a conference with the jury and without putting their reasons in writing.

XXII. Information.

The program should be so definite that no further information is necessary, but provision should be made for answering the questions of competitors. These questions should be addressed to the Professional Advisor by letter only, and anonymously, and it is the duty of the Professional Advisor to answer these questions promptly, sending a duplicate of the question and answer to each competitor simultaneously; and these answers become a part of the program. But under no circumstances should the Professional Advisor be led into the expression of any opinion as to the relative merits of one thing over another. His answers are on questions of fact. A definite date should be established after which no questions will be answered. As a rule one-third of the time from issuance of program to date of delivery of drawings is sufficient. The reason for this time limit is that by then many of the competitors have established their scheme and a re-interpretation of the program at that time might necessitate a change in scheme.

XXIII. Jury.

A strictly professional jury is preferable to a mixed jury. The professional jury should consist of at least three and preferably five members chosen from a list of at least three times the number of jurymen. In case of a jury of three, one jurymen should be elected by the competitors from this list, which should accompany the program if possible, or at any rate shortly after the issuance; one jurymen should be appointed by the owners from the list with the advice of the Professional Advisors, and the third jurymen should be selected from the list by the other two jurymen. If a mixed jury is considered essential the architectural members should constitute the majority.

XXIV. Inspection.

At the time specified for the receipt of drawings the Professional Advisor should satisfy himself that the drawings received equal the number of invited competitors, and if not he should wait a reasonable time for the receipt of those drawings sent by express, provided there is a program provision in regard to express or mail receipts. The drawings in the plain inner wrapper numbered as received should be unwrapped in his presence, and each drawing and the blank envelope enclosing the author's name marked with the same number that appears on the inner wrapper. The envelope, unopened, should be deposited in some secure place in the custody of the chairman of the commission or other official. The Professional Advisor or his qualified assistants should check the cube, and the Professional Advisor should satisfy himself that all mandatory conditions have been observed. If there is a serious discrepancy between the dimensions of the drawings and the cube diagram, or if the cube is in excess of the mandatory requirements, the Professional Advisor must place these drawings out of the competition. If the discrepancy is slight or if there is an obvious mistake, neither of which has direct bearing on the scheme, the Professional Advisor may call the matter to the attention of the jury and advise them that in the final judgment these facts must count against the competitor. The Professional Advisor assumes a very grave responsibility in putting out of competition a submission on slight technical grounds. The Professional Advisor should certify to the jury in writing his findings as to cube and mandatory requirements.

XXV. Judgment.

The judgment is generally held on two different days; usually, but not necessarily, consecutive. A very simple problem may require but one day's deliberation. The Professional Advisor can be present at the judgment but has no vote nor should he take any part in the proceedings. Under no circumstances can he give to the jury any information not contained in the program or answers to competitors, nor any advice, nor any expression of his own opinion.

XXVI. Report of Jury.

The Professional Advisor must secure a written report from the jury. This report should give the numbers of the premiated design and briefly the reasons for its selection, and also the consecutive ranking of the competitors if such is required. It is the best practice for the owners to hold a meeting at the hour the jury agrees to render its verdict. This enables the jury to present its report in person and go over the designs with the owners, explaining the drawings and discussing the relative merits of the schemes. *The owners should*

not see the drawings until after the report of the jury. If the owners agree with the decision of the jury, the envelope should be opened and the successful architect informed by telephone or telegraph; the other competitors should be notified by mail, and all competitors be provided with a copy of the jury's report. If the owners do not agree with the finding of the jury at this meeting, the envelopes must remain unopened and no one except the Professional Advisor and the owners be allowed to see any of the drawings until the owners have made their decision.

XXVII. Return of Drawings.

Promptly after the award, all drawings, except those of the successful competitor, should be returned to the competitors. A public exhibition of all the drawings at that time is not advisable as it may easily lead to controversy.

XXVIII. Payment of Fees.

It is the duty of the Professional Advisor to see that the fees of the jury and competitors are promptly paid on or before the dates of payment stated in the program.

THE DUTIES OF THE JUROR

XXIX. Responsibility.

The juror's responsibility is equal to that of the Professional Advisor. He is expected to render in a few hours a decision as to the relative merits of a number of schemes the production of which has taken months of hard study, and entailed an expenditure of many thousands of dollars. It is a matter of great and serious moment to the competitors, and should be of equal seriousness to the juror. Before accepting the position of juror, an architect should well consider his qualifications for that particular jury. Only too often it happens that a jury for a monumental public building, for example, is dominated by architects of repute and prominence, but of no personal knowledge or experience in monumental work. Fairness or good intentions are not the only qualifications for a juror. It is true that the Professional Advisor's carefully chosen list of possible jurors, from which selections are to be made by the competitors and owner, is to a certain extent a safeguard against an inexperienced jury, but it often happens that the Professional Advisor is not in a position personally to be very familiar with the work or qualifications of the possible jurors he selects.

XXX. The Juror's Position.

The position of the architectural juror is not dissimilar to that of the legal juror. Just as the legal

juror must base his judgment only on what is admitted as evidence, so the architectural juror can consider only the information given in the program, supplemented by the Professional Advisor's answers to inquiries. He should refuse absolutely to receive any extra information from the Professional Advisor or from the owner. He must base his judgment on the same information that was given to the competitors. It is the duty of the Professional Advisor to see to it that such information is adequate.

In the case of a mixed jury, it is not advisable that the lay members be composed of members of the building committee, or others who may have represented the owner in the draft of the program, as they may have preconceived notions as to the problem not expressed in the program, and by insistence on minor points, unknown to the competitors, may prevent an unbiased judgment on the problem as set forth in the program.

XXXI. Anonymity.

No one is qualified to serve on a jury who has held any communication with a competitor in relation to the competition, or who has seen any sketch or description of the scheme of any competitor. Therefore if any architect has reason to believe that he is being, or may be, considered as a juror, he must take the greatest care to see to it that he is not unintentionally disqualified.

In the jury room he must refrain from practices all too common, namely, the attempt to guess the identity of the competitors, and the discussion of possible identities with his fellow jurors. Anonymity, as nearly absolute as is possible to secure, is essential to an unbiased judgment.

XXXII. Jury Procedure.

It is customary for the jury, when it convenes, to elect a chairman who will assume the conduct of the judgment and prepare the report. If this report is presented personally by the jury to the owners, it is usually read by the chairman, otherwise it is delivered to the Professional Advisor. The Professional Advisor cannot act as chairman. At the beginning of the judgment it is customary for each member of the jury to make a personal examination of all the drawings which have been previously hung in sequence by the Professional Advisor. This personal examination, without discussion, is valuable in forming individual opinions.

After the personal examination it is advisable to hold a preliminary general examination and discussion of all the schemes. The report of the Professional Advisor is read, and also the written statements of the competitors if any be called for in the program.

Selection is made usually by a process of elimination; in some very evident cases by viva voce vote

and in some cases by written ballot, in which the numbers on the competitors' drawings are arranged by each juror on his ballot in order of preference. The result is tabulated by the chairman, who allots to each competitor a numerical value according to his position on each ballot. If there are 6 competitors, the top number on each ballot is credited with 6 points, the second 5 and so on. The total of these credits will determine fairly the standing of the competitors on that ballot.

After the field is, by successive ballots, reduced to 3 or 4, there should be a further and more detailed examination of these selected drawings, the good and bad points carefully weighed and discussed, and assurance secured that all the schemes are workable.

The final decision is by secret ballot by majority vote. If the decision is not unanimous, it is well to make it so by special vote, as a unanimous verdict is more appreciated by the owner and more helpful to the successful architect. But unanimity is not obligatory. Any minority has a right to make a minority report, although such a proceeding is most unusual and unfortunate.

XXXIII. Seclusion.

The proceedings of the jury should be undisturbed and no one allowed access to the jury room at any time prior to the decision, except the jury and the Professional Advisor.

XXXIV. Jury Report.

Provision should be made by the Professional

Advisor for stenographic services in the preparation of this report.

The report should be concise, stating date of meeting; acknowledgment of the receipt of the report of the Professional Advisor; verification of this report; statement of visit to the site (if the judgment is made in the vicinity of the site); the decision; and briefly the reasons for the decision; the ranking of the other competitors, if such is desired.

It is not generally advisable to include any criticism of the winning scheme or any recommendation of changes in scheme or detail, unless such recommendations seem vital. Such statements tend to weaken the standing of the successful competitor with the owner. If thought necessary any suggestions can be conveyed privately to the winner.

XXXV. Meeting with the Owner.

It is advisable for the Professional Advisor to arrange a meeting of the owner and the jury, to be held immediately after the jury's decision. This will afford opportunity for the jury to go over the winning scheme with the owner, and to explain its superiority. It will be helpful to the successful competitor if the jury explain to the owner what he is to expect from the architect and what he can not demand; the jury may take up the question of costs and the general conduct of the work. Many building commissions or committees have little knowledge of architectural procedure, and the jury, being entirely impartial, can express itself freely and forcibly on matters that would embarrass the successful architect.

Architectural Competitions

A Circular of Information



The American Institute of Architects

Office of the Secretary
THE OCTAGON, WASHINGTON, D. C.

ESSENTIALS OF A COMPETITION PROGRAM

THAT THERE BE A PROFESSIONAL ADVISER.

THAT THERE BE A JURY OF AT LEAST THREE MEMBERS, ONE OF WHOM IS A PRACTICING ARCHITECT.

THAT THE PROGRAM CONTAIN A CONTRACT FOR ARCHITECTURAL SERVICES IN ACCORD WITH GOOD PRACTICE.

*Detailed information in regard to competitions
is furnished on the following pages.*

Information on Architectural Competitions

The object of a competition is to enable the Owner* to secure a choice of designs by different authors, and the hope of those holding a competition is that by appealing to the competitive spirit of the architects they will be inspired to produce designs of outstanding merit.

In order that the competitors may be encouraged to produce the best of which they are capable, there should be a fair agreement between the Owner and the competitors, and the object of this circular is to explain in detail the principles which form the basis of such agreements.

1. DEFINITION.

A competition exists when two or more architects prepare sketches at the same time for the same project.

2. PROFESSIONAL ADVISER.

No competition should be instituted without the aid of a professional adviser, who should be an architect of high standing, and his selection should be the owner's first step, as the success of the competition will depend largely upon his experience and ability. The duties of the expert are to advise those holding a competition as to its form and terms, to write the program, to advise in the choice of competitors, to answer their questions, and in general to conduct the competition in such manner that all competitors will be placed under uniform conditions.

3. TYPES OF COMPETITION.

Competitions may be either limited or open. In limited competitions, either a certain number of architects are invited, their names being mentioned in the program, or all those who can submit satisfactory evidence of their experience are allowed to compete. In open competitions any architect may compete.

The owner, before deciding on the type of competition he will hold, should consider carefully the advantages and disadvantages of the open or limited types.

The limited competition offers the advantage that the owner can secure sketches from architects who would decline to enter an open

competition and he knows just who is going to take part, and after establishing the list of competitors, he and the professional adviser may meet with them and discuss the terms of the competition before the program is issued. In this form the owner will find it to his advantage to keep down the number of competitors and to pay each competitor enough to cover actual office expenses.

In the case of open competitions, where at best the chance of winning is relatively small, an owner can stimulate interest and arouse effort by offering a number of prizes, the smallest of which will at least cover the office costs of the competition. The owner should realize that the architect who takes part in a competition is to a certain point indulging in a game of chance, and for his own interest he will do well to make his proposition attractive. He should not forget that the object of a competition is to select an architect to design a building and carry it through to completion, and that he is not only legally but in honor bound to retain as his architect the competitor to whom the award is made.

This requirement raises no difficulties in the case of a limited competition where the owner knows beforehand just who the competitors are, but in the open type there is the chance that first place may be awarded to a clever designer who is lacking in practical experience. In view of this possibility, it is wise to include in the program a stipulation that if the owner considers the winner to be lacking in experience, he may insist on his selecting as associate an architect of recognized standing and experience.

An open competition may also be held in two stages. In the first stage, open to all, in which the competitive drawings are of the simplest type, the competitors submit, with their sketches, evidence of their experience. From this first stage a small number who have thus demonstrated their competence to design the work and carry it into execution are chosen, to take part in a final and strictly anonymous competition.

It is needless to add that this last method is apt to prove cumbersome and expensive and that it differs but little from the second type of limited competition.

* The person, Building Committee or other entity proposing to hold a competition, is herein referred to as the Owner.

4. ANONYMITY.

Absolute and effective anonymity is a necessary condition of a fair and unbiased judgment. The signing of drawings and the placing on drawings of devices, mottoes or distinguishing marks should not be permitted. Drawings should be accompanied by a plain sealed envelope containing the name of the author, and these should be numbered on receipt and the envelopes should remain unopened, until after the award has been made.

5. JURY.

To insure a fair and intelligent judgment the drawings should be submitted to a jury so chosen as to secure expert knowledge and freedom from personal bias. This does not mean that the jury must be composed entirely of architects, nor that the owner and his representatives or the members of the Building Committee should not form part of the jury, but in the case of a jury of three members, one at least should be a practicing architect, and in the case of large juries the number of architect members should be correspondingly increased. For the average competition an ideal jury would consist of three architects and two laymen or four architects and three laymen.

It is frequently provided that one or more of the architect members of the jury be elected by the competitors.

The adoption of the recommendation that architects be in the majority on the jury need not be a cause of great expense, since many architects are willing, if the occasion warrants, to serve as jurors for a nominal fee.

The architect members of the jury are able to understand and explain the intent of the drawings and to discover from them, with greater ease than can the lay members, the skill in design and construction of their authors and the architectural merit of the solution submitted. Among the duties of the jury is to examine carefully the designs submitted and to put aside those which do not fulfill the fundamental conditions of the program, and for this service also the architectural members are naturally better qualified than those without technical training. For the reason that he has written the program and may, therefore, be especially inclined to favor one particular solution of the problem, it is just as well that the professional adviser, while taking part in its deliberations, should not be a voting member of the jury.

6. COMPETITIVE DRAWINGS.

As the purpose of a competition is not to secure fully developed plans but rather evidence of the imagination and skill of the competitors, the drawings should be as few in number and small in scale as will express the general design of the building. The object of the competition is to select an architect, not a draughtsman, and a competent jury does not require elaborate drawings, whose preparation means an expenditure of time and money which might better be spent on study of the problem.

7. COST OF PROPOSED BUILDING.

No statement of the cost of the proposed building should be made in the program, unless it has first been determined by the professional adviser in consultation with the owner that the work as described in the program can be executed within the limit of cost. In general it is more satisfactory to state a limit of cubical contents of the building, so that all competitors may be placed on an equal footing. Under no conditions should competitors be allowed to submit their own or builders' estimates of the cost of executing the work as shown on their drawings, as such estimates are singularly unreliable. If the cubage is properly limited they are unnecessary.

8. PROGRAM.

The program should contain rules for the conduct of the competition, instructions for competitors and the jury, and the agreement between the owner and the competitors. Uniform conditions for all competitors are fundamental to the proper conduct of competitions. Lengthy programs and detailed instructions as to the desired accommodations should be avoided as they confuse the problem and hamper the competitors. The problem should be stated broadly. Its solution should be left to the competitors.

A distinction should be clearly drawn between the mandatory and the advisory provisions of the program, i. e., between those which if not met preclude an award in favor of the author of a design so failing and those which are merely optional or of a suggestive character. The mandatory requirements should be set forth in such a way that they cannot fail to be recognized as such. They should be as few as possible, and should relate only to matters which cannot be left to the discretion of the competitors.

It is difficult to summarize briefly the program, but it should at least:

(a) Name the owner of the structure forming the subject of the competition, and state whether the owner institutes the competition personally or through representatives. If the latter, name the representatives, state how their authority is derived, and define its scope.

(b) State the kind of competition to be instituted, and in limited competitions name the competitors; or in open competitions, if the competition is limited geographically, or otherwise, state the limits.

(c) Fix a time and place for the receipt of the designs. The time should not be altered except with the unanimous consent of the competitors.

(d) Furnish exact information as to the site.

(e) State the desired accommodation, avoiding detail.

(f) State the cost if it be fixed, or, better, limit the cubic contents.

(g) Fix uniform requirements for the drawings, giving the number, the scale or scales, and the method of rendering; also give size of sheets and state whether they are to be delivered flat.

(h) Provide a method for insuring anonymity of submission.

(i) Name the members of the jury or provide for their selection. Define their powers and duties. In competitions held by governmental bodies, if for statutory reasons the jury may not make the final award, state such reasons and in whom such power is vested.

(j) Provide that no award shall be made in favor of any design until the Professional Adviser shall have certified that it does not violate any mandatory requirements of the program.

(k) Provide that during the competition there shall be no communication relative to it between any competitor and the owner, his representatives or any member of the jury, and that any communication with the professional adviser shall be anonymous and in writing. Provide also that any information, whether in answer to such communications or not, shall be given in writing simultaneously to all competitors. Set a date after which no questions will be answered.

(l) State the number and amount of payments to competitors.

(m) Provide that the professional adviser shall send a report of the competition to each competitor, including therein the report of the jury.

(n) Provide that no drawing shall be exhibited or made public until after the award of the jury.

(o) Provide for the return of unsuccessful drawings to their respective authors within a reasonable time.

(p) Provide that nothing original in any of the unsuccessful designs shall be used without consent of, and compensation to the author of the design in which it appears.

(q) Include the contract between the owner and the competitors.

(r) Include the contract between the owner and the architect receiving the award.

9. AGREEMENT WITH WINNER.

An owner who institutes a competition assumes a moral obligation to retain one of the competitors as his architect. In order that architects invited to compete may determine whether they will take part it is essential that they should know the terms upon which the winner will be employed; and it is of the utmost importance to the owner that those terms should be so clearly defined that no disagreement as to their meaning can arise after the award is made. Unless they be so defined, delay is likely to occur and disagreements to arise at a time when a complete understanding between owner and architect is most important for the welfare of the work.

Therefore, there should be included in the program a form which guarantees the appointment of one of the competitors as architect and provides an agreement operative upon that appointment, defining his employment in terms in accord with good practice. This must conform in all fundamental respects to the typical form of agreement appended to this circular.

On buildings important enough to be the subject of competition, it is customary to stipulate that the architect shall provide and pay for the services of engineers for heating, mechanical and electrical work. If this is to be done it should be noted in the agreement. It is reasonable that his fee on the portion of the work on which he pays the fees of such engineers should be increased in greater or less degree, depending upon the size of the project.

10. LEGALITY OF PROCEDURE.

It is important that each step taken in connection with a competition and every provision of the program should be in accord with the law. Those charged with holding the competition should know and state their authority. If they are not empowered to bind their principal by contracts with the competitors, they

should seek and receive such authority before issuing an invitation.

If, as is sometimes the case in government work, municipal, state or federal, authority cannot legally be granted to the jury to make the award of a contract for architectural services, that fact should also be stated and the body named in which such authority is vested. In such a case the program should name a sum which will be paid to the architect placed first by the jury as compensation in case he is not employed by the owner as architect for the building; such a stipulation tends to discourage the upsetting of the award of the jury.

11. CONDUCT OF OWNER AND ARCHITECTS DURING A COMPETITION.

In order to maintain absolute impartiality toward all competitors, the owner, his representatives and all connected with the enterprise should, as soon as a professional adviser has been appointed, refrain from holding any communication in regard to the matter with any architect except the adviser or the jurors. The meeting with competitors described in Section 3, paragraph 3, is of course an exception.

An architect should not attempt in any way, except as a duly authorized competitor, to secure work for which a competition is in progress, nor should he attempt to influence, either directly or indirectly, the award in a competition in which he is a competitor.

An architect should not accept the commission to do the work for which a competition has been instituted if he has acted in an advisory capacity, either in drawing the program or making the award.

An architect should not submit in competition a design which has not been produced in his own office or under his own direction.

No competitor should enter into association with another architect, except with the consent of the owner. If such associates should win the competition, their association should continue until the completion of the work thus won.

During the competition, no competitor should hold any communication relative to it with the owner, his representatives or any member of the jury, nor should he hold any communication with the professional adviser, except it be in writing.

When an architect has been authorized to submit sketches for a given project, no other architect should submit sketches for it until the owner has taken definite action on the first sketches, since, as far as the second architect is concerned, a competition is thus established.

12. PARTICIPATION OF MEMBERS OF THE INSTITUTE.

Members of The American Institute of Architects do not take part as competitors or jurors in any competition, the program of which has not received the formal approval of the Institute, nor does a member continue to act as professional adviser after it has been determined that the program cannot be so drawn as to receive such approval.

13. COMMITTEES OF THE A. I. A.

In order that the advice of the Institute may be given to those who seek it and that its approval may be given to programs in consonance with its principles, the Institute maintains the following committees:

(a) The Standing Committee on Competitions, representing the Institute in its relation to competitions generally. This committee advises the sub-committees and directs their work and they report to it.

(b) A sub-committee for the territory of each Chapter, representing the Institute in its relation to competitions for work to be erected within such territory.

The president of the Chapter is ex-officio chairman of the sub-committee, the other members of which he appoints. The sub-committees derive their authority from the Institute and not from the Chapters.

An appeal from the decision of a sub-committee may be made to the Standing Committee. The Standing Committee may approve, modify or annul the decision of a sub-committee.

14. THE INSTITUTE'S APPROVAL OF COMPETITION PROGRAMS.

The Institute does not give its approval to a program unless it meets the following essential conditions.

(a) That there be a Professional Adviser.

(b) That there be a Jury of at least three members, one of whom is a practicing Architect.

(c) That the program contain an Agreement and Conditions of Contract between Owner and Architect in general conformity with those printed below, that it contain terms of payment in accord with good practice, and that in general it conform to the spirit of this Circular.

When the program meets the above essential conditions, the approval of the Institute may be given to it by the sub-committee for the territory in which the work is to be erected, or

if there be no sub-committee for that territory, then by the Standing Committee on Competitions.

If, for legal or other reasons, the Standing Committee deems that deviations from the essential conditions are justified, it may give the approval of the Institute to a program containing such deviations, but not over the

protest of the Sub-Committee. Power to give approval in such cases is, however, vested only in the Standing Committee.

The Professional Adviser, when duly authorized in writing by the proper committee, may print the Institute's approval as a part of the program or otherwise communicate it to those invited to compete.

Typical Form of Agreement Between Owner and Competitors

In consideration of the submission of drawings in this competition (here insert the name of the owner or of the body duly authorized to enter into contracts on behalf of the owner), hereinafter called the owner, agrees with the competitors jointly and severally that the owner will, within days of the date set for the submission of drawings, make an award of the commission to design and supervise the work forming the subject of this competition to one of those competitors who submit drawings in consonance with the mandatory requirements of this program, and will thereupon pay him, on account of his services as architect, one tenth of his total estimated fee as stated below. And further, in consideration of the submission of drawings as aforesaid and the mutual promises enumerated in the sub-joined "Conditions of Contract between Architect and Owner," the owner agrees and each competitor agrees, if the award be made in his favor, immediately to enter into a contract containing all the "Conditions" here following, and until such contract is executed to be bound by the said "Conditions."

CONDITIONS OF CONTRACT BETWEEN ARCHITECT AND OWNER

ARTICLE I.

Duties of the Architect.

1. Design.

The Architect agrees to design the entire building and its immediate surroundings and to design or direct the design of its constructive, engineering, and decorative work and its fixed equipment and, if further retained, its movable furniture and the treatment of the remainder of its grounds.

2. Drawings and Specifications.

The architect agrees to make such revision of his competitive scheme as may be necessary to complete the preliminary studies and to

provide the drawings and specifications necessary for the conduct of the work. All such instruments of service are and remain the property of the architect.

3. Administration.

The architect agrees to prepare or advise as to all forms connected with the making of proposals and contracts, to issue all certificates of payment, to keep proper accounts and generally to discharge the necessary administrative duties connected with the work.

4. Supervision.

The architect agrees to supervise the execution of all the work committed to his control.

ARTICLE II.

Duties of the Owner.

1. Payments.

The owner agrees to pay the architect for his services a sum equal to per cent upon the cost of the work.

The times and amounts of payments to the architect will be as follows:.....

NOTE: The percentage inserted should be in accord with good practice. If the Architect is called on to furnish the services of expert Consultants in special lines this fee should be increased. The customary schedule of payments is as follows: Upon completion of preliminary studies one fifth of the total estimated fee less the previous payment; upon completion of contract drawings and specifications two fifths additional of such fee; for other drawings, for supervision and for administration, the remainder of the fee, from time to time in proportion to the progress of the work.

2. Reimbursements.

The owner agrees to reimburse the architect, from time to time, the amount of expenses necessarily incurred by him or his deputies while travelling in the discharge of duties connected with the work.

3. Information, Clerk of the Works, etc.

The owner agrees to give all information as to his requirements; to pay for all necessary surveys, borings and tests, and for the continuous services of a clerk of the works, whose competence is approved by the architect.

NOTE: In order to assist those desiring to hold competitions the Institute has prepared a Standard Form of Competition Program, Institute document No. 219. Copies of this form may be had by anyone interested by addressing the Secretary of the Institute, The Octagon, Washington, D. C.

NOTE: This document was amended and ratified by the 59th Convention of The American Institute of Architects.