

THE  
OCTAGON

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*A Journal of The American Institute of Architects*

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*With the Chapters*

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# THE AMERICAN INSTITUTE OF ARCHITECTS

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## The President's Message

**M**EMBERSHIP in The Institute is important to those who have undertaken it and the ultimate goal of the young men who enter the profession.

This will be true so long as that membership signifies high standards of professional conduct and service. The moment those standards are lowered, or eligibility to membership is based on other standards, The Institute will lose the prestige which it has steadfastly maintained since 1857, and membership in it will no longer be sought as a professional honor.

Concern that the prestige and high standards of The Institute might be imperiled has been in the minds of some members as they have listened to some of the suggested plans for unification that contemplated quick expansion of the membership rolls of The Institute, but the real purpose of the unification idea would be defeated if expansion of membership meant that the standards of membership would be lowered. Those who believe that the influence of The Institute can be broadened and made more effective without lowering the standards which The Institute has achieved are sincere in that opinion, which they support with sound reasons.

Every plan of unification so far considered worthwhile has been based on the idea that the ethical standards set up by The Institute and the prestige of its memberships are essentials which can be preserved only by consciously limiting corporate membership to those who are willing to undertake and maintain the highest obligations of professional service and conduct: a membership which will be aspired to just as Institute members aspire to fellowship.

With this background ever in mind, the real efforts of the unificationists have been to build up and maintain at full strength The Institute's local organizations, to make each of them as numerically representative as possible of the architectural profession in their localities, thereby enabling each chapter within its jurisdiction and each state association member within its state to speak with the full authority of the profession.

In establishing and strengthening the local societies, it was recognized that all architects do not feel the need of being members of a national body, but do desire to be associated with their fellows for joint actions on local affairs. Accordingly, the chapters of The Institute now offer both memberships and associateships, with differing annual dues, and an architect can select either membership in The Institute or associateship in the chapter, as he desires and can afford. Associates must be architects who are qualified for Institute membership, but they pay dues only to the chapter. They cannot be directors or officers of the chapter because that privilege belongs to Institute members only, the chapter being a part of The Institute organization, but the vote of each associate on local affairs is equal to the vote of each Institute member of the chapter.

Chapters cannot be representative of the profession unless the architectural draftsmen who constitute numerically a greater proportion of the profession than the architects, can find a place in them where they can take their part in the organized work of the profession. This opportunity is offered in the junior associateships of chapters, and the establish-

ment of such associateships is an essential part of every sound unification scheme.

A chapter may function well within its limited jurisdiction but not so well in state-wide matters, unless its jurisdiction corresponds to state lines. A state association member of The Institute should be organized and maintained in every state which does not have a state-wide chapter, for within their state-wide fields such associations are as necessary to the welfare and progress of the profession as the chapters are in their fields. Their value was recognized by The Institute when it created state association memberships and gave them a representative on its Board of Directors.

Some state associations have intimated that the privileges accorded to state association members of The Institute are not attractive enough to warrant their undertaking such membership. This contention has been under study by committees of The Institute and the state associations to determine whether or not there might be changes in the form of the association memberships or in their privileges in The Institute meetings, or in their relations to The Institute chapters. These committees have reported to the last two conventions, and they presented to the last Convention and to The Board several suggestions that would modify the present relationships. These proposals have been studied since the convention by a joint committee of six members—three members of The Board and three members of the State Organization Committee.

That joint committee has met and reached a unanimous conclusion, which it reported, with recommendations, to The Executive Committee on November 18, 1939. The Executive Committee approved the greater number of the recommendations, and directed they be put into proper form for submission to the memberships. That will be done early in January, and a comprehensive statement will be made in the February or March OCTAGON in 1940.

I need now only say that the recommendations of the joint committee do not change the individual memberships, and do retain the present form of state association memberships, but give them an increased voting power in conventions of The Institute and provide for the development and expansion of regional associations, one in each regional district, with both chapters and state association members

actively functioning therein under the chairmanship of the regional director, with a regional coordinator appointed by and representing the state association members in the district and acting, with respect to the state association members, under the jurisdiction of the State Association Director of The Board.

The development of state association members and of both associateship classes in chapters should go hand in hand with increasing the number of individual members of The Institute, and should be pushed just as vigorously and progressively. Some of us who are not disturbed over the comparatively small number of the individual members of The Institute think that membership campaigns to increase the numerical strength of The Institute should be distinctly directed, for the present, at least, to increasing the number of associates and junior associates in the chapters. There is no need to worry whether or not associates will become members of The Institute, for a large number of them will do that, inevitably. Neither is it at all essential that The Institute corporate membership should include every member of the profession, or 70, 50, or 40% of the 14,000 architects in the United States who are on The Institute's mailing list. A greater number of members, in itself, will not enable The Institute to function more effectively or be of greater service to the profession.

What is important, and the whole incentive of the individual architect to become a member of The Institute will lie in its success, is to maintain unimpaired the ethical standards of membership and the prestige of The Institute, and its high qualifications for membership.

This does not mean that additional Institute members are not wanted. Our goal should be the membership of every architect and teacher of architecture who commands the continued respect of his fellows and his community. Nor does it mean that architects who are not members of The Institute do not have this qualification, for a very large number of them do have it. But many of them do not wish to undertake the obligations of national activities and of paying dues to both The Institute and the chapter. Such architects need not be urged to become members of The Institute, but instead, to become associates of the chapters. As associates they can take an equal part with members in all local matters, and remain associates as long as they

retain their standing.

All associates now listed by chapters are not such in fact. The test is: has the chapter amended its by-laws to correspond with The Institute by-laws to provide for the reconstituted associateships? If the chapter has not done so, its old associate class went out of existence in 1936, and associates admitted since that time actually have no standing in The Institute or in the chapter.

We know that chapters which have provided for associateships are growing fast in their local effectiveness, and The Board is expecting every chapter to build up that class as rapidly as it can. May I add my plea to every chapter that it do so, and if it has not amended its by-laws to set up the associate classes and otherwise to accord with The

Institute provisions that it do so at once. Those chapters who have not completed such amendments have retarded rather than forwarded the growth of The Institute. Let us all start the New Year right with respect to this important step in unifying the profession.

\* \* \* \* \*

This is the Christmas season—the time of the year when remissions are forgiven and charity abounds and we renew our faith in our fellow men and Divine Providence. Let us be united as a profession in all we do for it and for ourselves.

It is my happy privilege to sincerely wish for every member of The Institute a merry Christmas and a happy and prosperous year to come.

EDWIN BERGSTROM.

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## The Fifth Pan-American Congress of Architects

THE Fifth Pan-American Congress of Architects will be held March 4 to 9, 1940, in Montevideo, Uruguay under the high patronage of the President of the Republic of Uruguay—Don Alfredo Baldomir, a distinguished architect—and under the auspices of the Ministers of Foreign Affairs, Education, Social Prevision and Public Works as well as of the Mayor of Montevideo and the Rector of the University.

Delegates to this Congress will be accredited by the government, by the faculties of architectural schools, and by the architectural associations. In addition, any holders of architectural degrees who

request participation in the Congress may attend its sessions.

The Department of State and The American Institute of Architects are undertaking the details of representation from the United States. The importance of this Congress in Pan-American cultural relations makes it imperative that this country be adequately represented even though no governmental or Institute funds are available to reimburse traveling expenses. The Institute requests early notification of the names of any architects who may be in a position to attend The Fifth Pan-American Congress of Architects in Uruguay in March.

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## Competitions For The Prizes of Rome

THE American Academy in Rome has announced its annual fellowship competitions for next year, but with the understanding that if because of the European situation the trustees should deem it unwise to send its fellows to Rome, the Academy reserves the right to call off the competitions or to cancel the awards or to offer the appointees the option of deferring their fellowships or of fulfilling them in America.

The competitions are open to unmarried men (in classical studies to men and women) not over 30 years of age who are citizens of the United States. Residence and studio are provided without charge at the Academy, and the total estimated value of each fellowship is about \$2,000 a year.

Information may be obtained from Roscoe Guernsey, Executive Secretary, American Academy in Rome, 101 Park Avenue, New York.

## A Statement Concerning The Profession of Architecture

AT the annual meeting of The Board of Directors on September 20-24, 1939, The Board received the report of the Committee on By-laws which submitted the document entitled "A Statement Concerning the Profession of Architecture".

The following resolution was adopted.

*Resolved*, The Board has considered carefully the document entitled "A Statement Concerning The Profession of Architecture", comprising Parts I, II, and III, and said Statement, as amended by The Board, is hereby approved and The Secretary is directed to publish and distribute same; provided, that The Secretary, with the approval of The President, shall edit same and incorporate therein all substantial changes made by the convention in Part I of the Standards of Practice, in order

that the provisions of the two documents shall be similar in effect."

The procedure required in the above-quoted resolution has been followed and the statement is published herein to the members of The Institute.

The statement is also available in separate printed form, as A.I.A. Document No. 289a.

Corporate members of The Institute and state association members may obtain copies free of charge, upon request, except in large quantities for which a nominal charge will be made.

CHARLES T. INGHAM

Secretary

### PART I

#### CONCERNING THE DUTIES AND RESPONSIBILITIES OF THE MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

The profession of architecture is an old and honorable profession and its successful practice requires imagination, sound judgment, long training in the art of design and the science of construction and related matters, ability to apply them practically and economically, and scrupulous integrity. Its practitioners should command the confidence and respect of their fellow practitioners, of their clients and all who contribute to the building operations, and of the communities in which they reside and practice.

The profession is one of the factors of the building industry, and for its livelihood depends on those who build, but derives its compensation from fees for rendering professional services and not from the sale of labor or materials of construction. Its services are personal services, founded on mutual trust between those who render them and those for whom they are rendered, and on the principle that the best interest of those to whom the services are rendered is paramount.

Advice and counsel constitute the services of the profession. Given in verbal, written, or graphic form, they are normally rendered in order that buildings with their equipment and the areas about them, shall be well suited to their purposes, well planned for health, safety, efficient operation and economical maintenance, soundly constructed of

materials and by methods most appropriate and economical for their particular uses, and have a beauty and distinction that lift them above the commonplace.

It is the purpose of the profession of architecture to render such services from the beginning to the completion of a project.

The fulfillment of that purpose is forwarded or retarded every time an architect performs any architectural service. If he renders the highest quality of service he is capable of giving, he enhances the importance and usefulness of the profession; if he fails to do so, he depreciates them and discredits the purposes of the profession. Particularly should his drawings, specifications, and other documents be complete, definite and clear concerning his intentions, the scope of the contractors' work, the materials and methods of construction to be used therefor, and the conditions under which the construction work is to be completed and paid for.

Architects should unite in fellowship with the other members of the profession in their professional organizations, and do their full share of the work of those organizations. They should accept mentorship of the young men who are entering the profession, leading them to a full understanding of the functions, duties, and responsibilities of architects. They should inspire the loyal interest of their em-

ployees, providing suitable working conditions for them, requiring them to render competent and efficient services, and paying them adequate and just compensation therefor. They should seek opportunities to be of constructive service in civic affairs, and, to the best of their abilities, advance the safety, health, and well-being of the community in which they reside, by promoting therein the appreciation of good design, the value of good construction, and the proper placement of structures, and the adequate development and adornment of the areas about them.

Every architect should, as a member of that profession, do his full part to forward the objectives and maintain the dignity and solidarity of his profession. It is incumbent on him, in the conduct of his practice, to maintain a wholly professional attitude towards those he serves, towards those who assist him in his practice and in giving form to his conceptions, towards his fellow architects and the members of other professions, and towards the practitioners of other arts, and to respect punctiliously the hall-marks that distinguish professional practice from non-professional enterprise.

The hall-marks of a profession can not be particularized in any document, but certain procedures by an architect would be distinctly inimical to the profession of architecture, such as:

Offering his services on any basis other than that of competence and experience;

Supplanting or attempting to supplant another architect after definite steps have been taken by a client toward employing the other architect;

Engaging in the business of construction contracting during his practice as an architect;

Investing in any enterprise or having any business relations or personal interests that may tend to discredit his freedom to act impartially and independently in the best interests of those who depend on his judgment and acts;

Making knowingly any deceptive statement to his client of the probable cost of his building project or of the time of its completion;

Making any guarantee of the cost or the time of completion of any project, or of the performance of any construction contract;

Accepting or taking compensation, fees, or other valuable considerations in connection with his practice from others than his clients;

Giving prejudiced advice; making unjust decisions or unwarranted interpretation of documents prepared by him; or failing to guard the interests of all engaged in the construction work, that full value under the contracts shall be given and received;

Permitting the publishing of obtrusive or ostentatious advertising of his practice or achievements;

Maliciously injuring the professional reputation, prospects or practice of a fellow architect;

Taking any part in any architectural competition any condition of which is contrary to the best interests of any of those concerned, the public, or the profession;

Committing any act detrimental to the best interests of the profession.

## PART II

### THE ARCHITECT'S SERVICES ON A BUILDING PROJECT AND HOW TO SELECT AN ARCHITECT

#### THE ARCHITECT'S SERVICES ON A BUILDING PROJECT

The services<sup>1</sup> performed by an architect for a building project have a comprehensiveness that cannot be matched by any other factor of the building industry, and he is particularly qualified by training, tradition, and experience to analyze and logically correlate the essential elements of a building

project and advise and counsel those who build.

He has been trained in the science of construction and has the technical knowledge required to select those materials most appropriate for their intended purposes and most economical in first cost and maintenance. He has the requisite technical and practical knowledge of the methods of construction to see that the materials used are fashioned and put together in a proper manner and that the processes of constructing and erecting them are coordinated to the best advantage. Moreover, he has no finan-

<sup>1</sup> See Part III-A of this Statement. Also the form of contract between Owner and Architect issued by The American Institute of Architects.

cial interest in any of the materials or methods used, or in the labor that produces or erects them, which otherwise might tend to influence his choice.

He has been trained and is skilled in the art of design, and this is of particular importance to those who build, for no one, unless he has special training and skill in that art, can give a building the distinction that will lift it above the commonplace and thereby make it more valuable intrinsically and more deeply satisfying to those who own and use it. Imparting such distinction in plan and design and added value to a building is the architect's unique contribution to a building project.

#### SELECTING AN ARCHITECT BY DIRECT SELECTION

The design and construction of a building are complicated operations, requiring many technical processes and many factors to produce the finished project, and the prospective client seldom has the technical knowledge to plan his building or its construction to the best advantage, distinguish the quality of materials to be used in it, or direct its construction properly. The architect is prepared to do these things for him and the client should inform himself fully of all the services<sup>1</sup> the architect is qualified to perform for him, and then engage one whom he finds in good standing in his profession and community and able and competent to look after his interest in the many matters that will arise in his building operation.

The client should choose his architect carefully, for their relationship will be satisfactory only if it is based on mutual trust and respect. He should assure himself that the one he selects is competent, compatible and of good standing. He should talk with him and inspect buildings he has designed, or photographs of them if inspection is not feasible. He should enquire from owners of the buildings and from those who financed and built them their opinions of his ability, practical efficiency, business capacity, and good judgment. As soon as he has satisfied himself as to the architect's competence and standing, he should engage him directly for an agreed fee, and as soon as practicable enter into a written agreement<sup>2</sup> with him. This is the simplest and quickest way to select an architect.

<sup>1</sup> A form for this agreement is published and sold by The American Institute of Architects, and may be obtained from its offices at 1741 New York Ave., Wash., D. C.

#### SELECTING AN ARCHITECT BY AN ARCHITECTURAL COMPETITION

Sometimes, because of the exigencies of laws or other reasons, the prospective client cannot, or does not desire, to select his architect directly. In that event, he may use an architectural competition, but if he uses that method, then he does not make the selection himself but delegates it to a competition jury. The jury, however, cannot consider whether or not the architect selected will be personally agreeable to the client nor take into consideration whether or not the architect's professional experience will be satisfactory to him, so the client should assure himself on these points, either by limiting the competition to architects of whose compatibility and professional qualifications he has assured himself or by making it a condition of the competition that any competitor who does not so qualify may or shall associate himself with an architect who does.

An architectural competition is established whenever two or more architects make available to a prospective client, or anyone acting in his behalf, any research or conclusion based thereon, or any drawing or sketch or any reproduction or copy thereof made for the client's project, though each may do so if he is definitely engaged therefor at an adequate compensation. Such a competition should be conducted under conditions that will attract architects of ability, be equitable to all concerned, provide a competent, fair and impartial judgment, and bring out the best results for the client. To accomplish these things, it is essential that the competition embraces a professional adviser to advise the client and conduct the procedure of the competition; a written program of the competition, constituting a contract between the client and the competitors; anonymity of submissions; a judgment by an expert and unprejudiced jury; and, if the competition is for a definite project on a definite site, an agreement to employ the winner of the competition as the architect of the project to perform the architectural services described and to pay him the fee stated, in the program,<sup>3</sup> unless barred from doing so by law or legal restraint.

<sup>3</sup> The American Institute of Architects publishes full information for conducting such competitions in a manner equitable to all concerned, and the prospective client, for his own best interests, should insist that the stated procedure be followed. This document is entitled "Architectural Competitions—a Circular of Information."



No architect should participate in any architectural competition and members of The American Institute of Architects do not, unless the essentials stated above are set out in the program and unless all conditions set out therein are equitable to all concerned.<sup>3</sup>

The architectural competition offers the client the technical advice of the professional adviser in developing and crystalizing the essentials of his project, on which the competitors will base their submissions, and offers the younger members of the profession an opportunity of presenting the fresh viewpoints of their generation.

An architectural competition takes considerable time, if the best results are to accrue to the client, and the client must expect to pay the expenses of the method he has chosen to select his architect, in addition to the fee he pays to the architect he employs. The professional adviser who conducts the competition, the members of the jury who judge it, the winners of the preliminary stage of a two-stage competition, and all architects considered in the final selection, should be paid.

#### DEPRECIATORY PRACTICES

A person about to engage in a building project is not acting for his best interest if he solicits,

accepts or considers gratuitous sketches of his proposed project from any architect as a means of selecting an architect. Sketches for such purposes generally have been hastily prepared as attractive pictures, with little or no real study of the project or of its ultimate cost, and cannot reflect the competence of the architect to render satisfactory services. The architect who presents them, unless he has an agreement of employment with the prospective client or the latter is dealing with him exclusively, is acting inimically to himself and his fellow practitioners, and doing his profession a disservice.

Nor is a prospective client acting for his best interest if he invites an architect to offer his services *solely* on the amount of the fee he will charge to act as architect of his project, or if he solicits offers from an architect while he is under tentative or implied agreement to employ any other architect for that purpose. The best practices of the architectural profession preclude its practitioners from offering their services other than on a basis of competence and experience, and from offering their services to a prospective client while he has any agreement or understanding with another architect concerning the project.

### PART III

#### CONCERNING THE ARCHITECT'S SERVICES, FEES, AND CONTRACTS

##### A—THE ARCHITECT'S SERVICES

###### NORMAL SERVICES

The architectural services described herein are those normally rendered by architects on building projects and those contemplated to be performed for the fees and under the form of contract published by The Institute. The services vary in detail according to the type, character, extent, and location of the project, but none of them can be omitted or lessened without detriment to the project. They are performed in sequence, as the project develops, generally in four main stages: the Preliminary Stage, the Basic Drawing Stage, the Working Drawing Stage, and the Construction Stage.

**THE PRELIMINARY STAGE.** During the preliminary stage, the client outlines to the architect his ideas of the project and discusses with him its purposes, its general plan and design, its feasibility,

location, environs, general type of construction and equipment, the time necessary to build it, its probable useful life and cost, and the means of financing it.

When the minds of the architect and his client have met on these essential matters, the architect writes them into a memorandum called the *Program* of the project, for the acceptance of his client. When the client accepts the program, the architect's preliminary stage services are completed.

At this point if the development of the program has developed conditions affecting the architect's contract, the contract should be adjusted accordingly.

**THE BASIC DRAWING STAGE.** Based on the accepted program, the architect makes his general studies of the project, to determine the plan and design and the relevant data he will recommend to

his client. He investigates various possibilities of design, placement on site, materials, methods of construction and equipment; familiarizes himself with efficient methods of operating the project for its purposes; and examines laws and ordinances and rules and regulations of governmental authorities and of insurance carriers for their effect.

When his studies have progressed to the point that warrants it, the architect makes the *Basic Drawings*. These are at small scale, sufficient to illustrate his conclusions and clearly fix the general plan and design in all essentials. He then prepares *Recommendations* to supplement the drawings, calling attention to the significance of the elements of the design; describing the general type of construction, material and equipment he recommends for it; setting out an estimate of the time it should take to do the construction work properly under normal conditions; and an estimate of the probable cost of the project, based on such basic drawings and recommendations and the then current prices of labor and materials.

The basic drawings and recommendations are submitted to his client for study and approval. If his client desires changes in them, he should discuss the changes with the architect and give him ample opportunity to make further studies until an agreement upon the essential elements is reached and the client has approved the basic drawings and recommendations. After he has approved the basic drawings and recommendations, the client should not require any changes in anything shown or set out in them without adequately compensating the architect for changing his drawings and other instruments to accord.

When the client approves the basic drawings and recommendations, the architect's basic drawing stage services are completed.

The services rendered by the architect during the preliminary and the basic drawing stages are the most vital rendered by him, for they settle the elements of plan and design and the general types of materials and methods of construction to be used and the general equipment to be installed, and determine the amount of money the client is willing to spend on the project. Such services will be of greatest benefit to the client if he gives the architect sufficient time to make thorough studies, and the

more time the client affords the architect for these purposes, within reason, the better and more suitable his building should be.

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**THE WORKING DRAWING STAGE.** During the working drawing stage the architect develops the working drawings, specifications, general conditions and bid forms. These technical instruments are the tangible expressions of the architect's ideas from which the cost of the project can be established and the building constructed.

When the working drawings and specifications are in shape for the construction work or, with the bid forms, for taking bids for the work, as the case may be, the services of the Working Drawing Stage are completed.

*Working Drawings* should be logical developments of the approved basic drawings, and the *Specifications* logical developments of the approved recommendations, as further study indicates improvements therein, and they should not vary essentially therefrom except by consent of the client. The working drawings should include all essential architectural and engineering drawings; all essential drawings and lists of surface treatments and coverings, sculptures, and improvements of the site areas, and all essential scale details. Generally, they should show plans, elevations and sections of the structures and details of the work, and indicate the various materials and where and how they are to be used, whereas the specifications should describe the types and qualities of the materials and finish, and the general manner of their construction, assemblage and erection. The two documents should complement and supplement each other.

*The General Conditions* are supplementary to both working drawings and specifications and set out the conditions under which the work described should be done.<sup>4</sup>

*The Bid Forms* are prepared by the architect for use by bidders. The architect advises his client concerning the qualifications of those who are to be invited to bid, and issues the notices and bid forms to those invited. Unless laws otherwise require,

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<sup>4</sup> Forms of these instruments are published and sold by The American Institute of Architects at nominal prices and may be obtained from its offices at 1741 New York Ave., Wash., D. C.

he receives the bids, sealed, for his client and advises him concerning the acceptance thereof.<sup>4</sup>

*Blue Prints and Specifications.* The architect's drawings and specifications for a project are his instruments of service and as such are and remain his property at all times. As a part of his normal services he should furnish one copy of each drawing and specification to his client. All other copies for bidders, construction purposes, or other purposes, are loaned. The cost of making and delivering the copies should be paid by the client, as a construction expense.

*THE CONSTRUCTION STAGE.* The Construction Stage is the period during which the work, designed and specified, or purchased for the client by the architect, is fabricated and erected or installed, and the services performed by the architect during that stage are many. The principal ones are outlined below.

*Construction Contracts.* When a contractor's bid is accepted by the client, the architect prepares the terms, conditions, and forms of contract<sup>4</sup> therefor, and the forms of the other instruments that usually form a part of the contract.

*Supervision.* As soon as a construction contract is awarded, the architect begins supervision of the construction, erection, the installation of its equipment and the finishing of the project, keeping the client apprised of the progress and condition of the work being done.

He visits the work from time to time, endeavoring to aid the contractors and obtain full performances of their contracts without delay or error. He makes the essential full size details, and approves the contractors' shop drawings submitted to him when he finds the work illustrated is in compliance with the contract.

If required, he will provide a clerk of the works or continuous superintendence of those parts of the work that need it, but payment for such clerk or superintendence is additional to any percentage or lump sum fee.

*Contract Changes.* If any change is found necessary in the construction work, in the time of its completion, or in any other provision of the construction contract, the architect should prepare a *Modification of Contract*,<sup>4</sup> describing the change, its cost, and its effect on the time of completion of the contract and should obtain thereon the signature

of the client and the contractor affected.

In such manner, the architect should keep all contracts current as to work, price, time, and conditions.

*Certificates for Payments.* The construction contracts should provide that every contractor, before any payment is made him by the client, must obtain a certificate from the architect<sup>4</sup> stating that the payment is due and its amount, and present the certificate to the client for payment. The architect keeps accurate current records of all contract prices, the amounts thereof he has certificated for payment, and the balances to be certified.<sup>4</sup>

*Acceptance of Contracts.* When the architect is satisfied that a contractor has fulfilled the terms of his contract, he accepts the contractor's work for the client, and issues his statement to that effect, filing the statement with the client and contractor, and with the sureties and insurance carriers of the work, and in the public record when that is required.

When all contracts for the project under the architect's supervision are accepted by him, the services normally rendered by him are completed.

#### ADDITIONAL SERVICES

Services additional to those which the architect normally renders are often performed by him for his client. Such additional services and the compensation in addition to the fee for his normal services that the architect should be paid for performing the additional services, should be set out in the architect's contract so far as the likelihood of the services can be anticipated. Otherwise the additional compensation should be agreed with the client before the additional services are rendered.

The most usual of these additional services are as follows:

1. Every project embracing masonry, concrete or other plastic material, or steel, requires at times continuous superintendence, which the architect will provide in addition to his regular supervision, for which he should be paid a stated sum or at a stated rate, in addition to his regular fee.
2. The architect or his assistants, in discharge of his duties under the contract, may be required

<sup>4</sup> Forms of these instruments are published and sold by The American Institute of Architects at nominal prices and may be obtained from its offices at 1741 New York Ave., Wash., D. C.

to leave the locality of his office, in which event he should be reimbursed for traveling and subsistence expenses for himself and assistants. The locality of the office should be prescribed in the contract.

3. The client may require the architect to advise regarding the purchase or installation of materials or work not designed by him, in which event he should be paid therefor a stated amount or at a stated rate.

4. The architect may be required to appear as expert witness, or otherwise to act as the representative of the client, in which event he should be paid therefor a stated amount or at a stated rate, proportionate to the importance of the question or work involved.

5. The client may require the architect to design furniture, fixtures, and decorative work, each of which requires him to render services in excess of his normal services. If he performs the services, he should be paid therefor a stated amount or at a stated rate.

6. Any change in the building project after

the basic drawings are approved; any delay in its completion; and change in a contract for the project; any damage to the project by the elements or other casualty; the insolvency or delinquency of any contractor or the client, will require the architect to render services additional to his normal services. In any of these events, he should be paid a commensurate compensation for the additional services he is required to perform.

#### SPECIAL SERVICES

Special services in connection with associateships with other architects or members of the allied professions, are often performed by architects in lieu of those described as normal or additional services.

The value of the architect's advice and counsel as consultant, supervisor, or associate, lies in his especial competence and experience on projects of the nature of the one under consideration. Each of them is an important and useful service, of growing importance. The compensation should be commensurate with the services performed.

#### B—THE ARCHITECT'S FEE

The architect's compensation should be adequate to recompense him profitably for rendering his best services. He who accepts lesser amounts because of the exigencies of competition or other circumstances, may provide inferior services for a time, but cannot continue doing so without affecting unfavorably his professional standing and that of every other architect and the profession. Architects have a service to render society that no other profession can offer.

The conditions of locale, site, size, occupancy, and construction are different for every building, and since these conditions affect and govern the scope of the services required to be performed by the architect and the time, detail, and cost involved in performing them, only the architect directly in contact with a given project is in a position to know the conditions he must meet, the scope of services he will be required to perform, and the amount it should cost him to perform them, and thus to determine the amount of fee that will fairly compensate him for performing the services.

Obviously, in determining the fee the following things must be taken into consideration:

1. The local prices affecting the architect's living expenses and the costs of performing his services. An amount that would fairly compensate the architect in one community might be inadequate in another;
2. The site of the project; its contours and distance from the architect's office. The time and amount of work required to design a building on a hillside is greater than required to design a building on a level site, and the more distant the project is from the office the more time and expense will be required;
3. The nature of the project; whether new construction, repairs, remodeling, furniture, fixtures, decoration, etc. The architect's costs increase according to the nature of the project in the order named;
4. The occupancy of the building; the extent of its subdivisions and equipment. Size for size, the more a building is subdivided and the more building equipment it is to contain, the greater will be the architect's costs;
5. The nature of the construction. The architect's costs generally will be greater if the

building is to have a reinforced concrete frame than if it is to have a steel frame; greater if it is to have a steel frame than if it is to be constructed of wood; greater if the work is constructed by day labor or under more than a single contract;

6. The period over which the construction work is to extend. A project that is to extend over a long period materially increases the architect's costs over a project that may be completed within a normal period;
7. Unusual conditions under which the architect must perform his services;
8. The competence and experience of the architect. An amount that would fairly compensate one architect on a particular project might be an inadequate compensation for another architect, whose greater skill, ability and experience render his services of more value on the project.

Because all of the foregoing considerations must be taken into account in determining the amount of each fee, it is evident that an appropriate fee in any given case could not be universally applied, and that it is not possible to set up amounts in any schedule that could be proper or mandatory compensation for performing architectural services under all circumstances. Yet for the general guidance of the profession, it is possible to set up basic schedules of fees which experience has proved to be the *minimum* amounts that architects practicing within a stated territory have found adequate for performing their services properly under the stated circumstances based on the assumptions that the scope of the services and the conditions under which they are performed are alike in all cases. Such fees are generally accepted by the courts as authoritative and appropriate.

#### SCHEDULE OF FEES OF THE AMERICAN INSTITUTE OF ARCHITECTS

On the above basis, The American Institute of Architects has been able to schedule the fees<sup>5</sup> which it has found to be the *minimum* adequate compensation in any portion of The Institute domain for the kinds of building projects stated in the schedule. They have been derived from data concerning archi-

tect's costs of performing their services and the compensation they have received therefor, obtained over a long period of years by The Institute from architects in every part of the United States, on many kinds of building projects.

In the schedule, the fees are expressed as percentages of the costs of the building projects, for that is the only practical way of generalizing compensations that rest on so many conditions. Each is based on the assumptions that normal architectural services, as described in Part III-A of this statement, are to be performed, that the project is to be on a level site, that the work of constructing it is to be done under a single contract, and for a fixed sum, and that the conditions under which the services are to be rendered are alike.

#### LOCAL SCHEDULES OF FEES OF THE CHAPTERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

Using the minimum fees set out in the schedule of fees of The American Institute of Architects as foundations, each chapter of The Institute publishes its own schedules of fees,<sup>5</sup> which may be used by every architect practicing within its territory as a foundation for determining the amount of his fee in any particular case. Fees in chapter schedules that vary from the corresponding fees in The Institute schedule have been adjusted to reflect local conditions that could not be comprehended in the nation-wide schedule, and are the minimum fees that the architects practicing within the territory of the chapter have found to be adequate for the kinds of building projects stated, under the stated conditions.

#### USERS OF SCHEDULES OF FEES

Those who use the scheduled fees should consider the assumptions used in establishing them, and fully understand that the published fees are not assumed to be adequate compensation for the architect who is especially qualified by demonstrated ability and long experience for a particular project, and are subject to adjustment in every case where the actual conditions vary from the assumed ones.

<sup>5</sup> Copies of The Institute schedule may be obtained from its offices at 1741 New York Avenue, Washington, D. C., and copies of the chapter schedules may be obtained from the Secretaries of the respective chapters.

### TYPES OF FEES

The architect who does not care to express his compensation in the percentage fee form, may express it in the Fee-plus-Cost form, whereunder he will be reimbursed for the actual costs and overhead expenses incurred by him in rendering his services for the project, and in addition will be paid a fee, which may be either a percentage of the aggregate of such costs and expenses, a fixed sum, or a rate per diem or per hour.

Or he may express it as a Lump-Sum Fee, which will be a fixed amount agreed on by him and his

client. The latter method permits the total amount of the compensation to be determined at the beginning of the project—unless the contemplated scope and extent of the projects and the architect's services are so materially changed that the amount of compensation set out in the contract will work an injustice to either architect or client, in which event the contract should be modified to meet the changed conditions—whereas in neither of the other methods is the total amount of the architect's compensation known until the project is completed and its final cost ascertained.

### C—THE ARCHITECT'S CONTRACT

The architect should always have a written agreement with his client.<sup>6</sup>

It should set out the nature and scope of the client's project, its site and location, and the time within which it is intended to complete it; describe the services to be performed by the architect and fix the compensation to be paid therefor; the amount of each installment of the compensation and the time at which it is to be paid; describe the special and additional services the client may require the architect to perform and fix the additional compensation to be paid him therefor; set out the things to be done by the client; fix the conditions under which the contract may be terminated prior to the completion of the architect's services and the amount to be paid the architect on such termination; fix the conditions under which the contract may be assigned and who is to continue it in case of the death or disability of the architect, etc.

**CLIENT'S SERVICES.** The contract should provide that the client will pay for and furnish the architect with a complete and accurate survey of the building site, showing the grades and lines of streets, pavements and adjoining properties, the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electric services to the site; and will pay for soil borings or soil test pits and for chemical, mechanical, or other tests, when the architect deems such borings, pits, or tests are necessary.

**TERMINATION OF CONTRACT.** If the project is abandoned, temporarily or otherwise, or if the parties find their relationship has become incompatible, the agreement between architect and client very properly should be terminated, in which event the architect should be paid as follows:

(a) If, at the time the contract is terminated, the program of the project has been approved and the architect has not begun the preparation of the basic drawings, he should be paid an amount equal to not less than one-twelfth of his total estimated fee.

(b) If, at the time the contract is terminated, the architect has completed the basic drawings and recommendations, he should be paid an amount aggregating not less than one-third of his total estimated fee.

(c) If, at the time the contract is terminated, the architect has substantially completed the working drawings and specifications, he should be paid an amount aggregating not less than three-quarters of his estimated total fee. If he has begun but has not completed the working drawings and specifications to that extent, then he should be paid an aggregate amount equal to the full one-third amount set out under (b) above, plus an additional amount that will reimburse him in full for his costs and overhead expenses on the project subsequent to starting the working drawings, plus an amount equal to not less than one-quarter of the said costs and expenses.

(d) If the contract is terminated after construction work has been started but before it is

<sup>6</sup> A form for this agreement is published and sold by The American Institute of Architects, and may be obtained from its offices at 1741 New York Ave., Wash., D. C.

substantially completed, the architect should be paid his total fee, less the amount the architect estimates will be his cost of completing his services.

(e) If the contract is terminated after the construction work is substantially completed, the architect should be paid his total fee.

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## Dan Everett Waid

1864—1939

HAVING known Dan Waid for nearly forty years and having been in partnership with him on a specific project for the last ten, I am glad of this opportunity to put down in these few lines my appreciation of a man who contributed so generously to the highest professional achievements and did so with the minimum of personal acclaim.

It is hardly necessary to list here his long record of professional accomplishments. The members of The Institute know well his long service as Treasurer and as President of the American Institute of Architects. Such unstinted devotion to professional idealism was one of Dan's outstanding qualities. His persistent efforts for the registration of architects, and his long service as President of the New York State Board of Examiners and Registration of Architects resulted in his being honored as number one registered architect in the State of New York. As Director of Production of Housing for the Emergency Fleet Corporation in the World War he did more than his share of war work. As a one time member of the Art Commission of New York City he served his City well in its esthetic problems, and as one of a group of co-operating Architects of the Sage Foundation, Regional Plan of New York, he contributed sound advice

in many constructive ideas, which are now actually being put in hand in this City. These are but a few of his outstanding activities in the field of disinterested personal service to the profession, but to me Dan Waid was something more than just a very capable architect with high professional ideals.

He was one of those men trained in the old school. He had practiced as a principal since 1894, and during all his life had that deep sense of personal integrity, sincerity and honesty in all his undertakings which constitute the real background and foundation of what we like to think of as the American system. In these hectic and disturbed times a review of the career of such a man is an inspiration and refreshing experience. No one could know him without carrying away a greater hope for civilization's steady advance.

A man of such sound judgment and sterling character was never swayed by the momentary winds of fashion from the straight course of sound architectural achievement. With deep religious feeling and abiding faith in humanity his death leaves the profession with the loss of one of its most dependable and sterling members.

HARVEY WILEY CORBETT

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## Necrology—Fellows and Members

As reported to The Institute from December 5 to December 23

**Fellow**

Dwight James Baum

**Members**

James H. Duthie William E. Parsons

## Members Elected

Effective December 8, 1939		
Chapter	Name	
BALTIMORE.....	James Earle Miller	NEW YORK.....Phelps Barnum, Andre Halasz,
CENTRAL NEW YORK.....	William Piers Crane, Jr.	Irving Drought Harris
EASTERN OHIO.....	Frank Folsom Smith	NORTHERN CALIFORNIA.....Thomas John Kent
FLORIDA NORTH.....	Russell Seymour	PITTSBURGH.....Pierre Richard Leonard Hogner, John Phillips Davis
KANSAS.....	Floyd O. Wolfenbarger	TENNESSEE.....West Livaudais

## Steedman Fellowship Competition

The Governing Committee of the James Harrison Steedman Memorial Fellowship in Architecture hereby announces the opening of the fourteenth annual competition.

The Fellowship, which usually carries an award of \$1,500.00, is open to all graduates of recognized architectural schools, who are between the ages of 21 and 31 and who have had at least a year's practical work in the office of a St. Louis architect.

The competition consists of the study and presentation of a problem in design to be developed by the competitor without outside assistance or criticism. The winner of the Fellowship is expected to spend at least ten months in fulfillment of some predetermined plan of architectural research.

Forms of application can be obtained from the Secretary of the School of Architecture, Washington University, St. Louis, Mo.

## State Association Members

### THE AMERICAN INSTITUTE OF ARCHITECTS

#### State Association of California Architects.

*President:* Sylvanus B. Marston, 25 South Euclid Street, Pasadena, Calif.

*Secretary:* Wayne S. Hertzka, 557 Market Street, San Francisco, Calif.

#### Northern Section.

*President:* Gwynn Officer, 2068 Allston Way, Berkeley, California.

*Secretary:* Wayne S. Hertzka, 557 Market Street, San Francisco, Calif.

#### Southern Section.

*President:* Sylvanus B. Marston, 25 South Euclid Street, Pasadena, Calif.

*Secretary:* Winsor Soule, 3757 Wilshire Boulevard, Los Angeles, Calif.

#### Michigan Society of Architects.

*President:* Kenneth C. Black, 805 Capital Savings

and Loan Bldg., Lansing, Mich.

*Secretary:* Cornelius L. T. Gabler, 17481 Alwyne Lane, Detroit, Michigan.

#### The State Association of Wisconsin Architects.

*President:* William Mickelsen, 2519 Washington Ave., Racine, Wisconsin.

*Secretary:* Arthur Seidenschwartz, 2104 North Sixty-fourth Street, Wauwatosa, Wisconsin.

#### Architects Society of Ohio.

*President:* Stanley Matthews, 514 Main Street, Cincinnati, Ohio.

*Secretary:* Ralph Chas. Kempton, 3000 A. I. U. Building, Columbus, Ohio.

#### Association of Kentucky Architects.

*President:* Hugh Meriweather, Nunn Building, Lexington, Kentucky.

*Secretary:* John L. McDermott, Covington, Ky.



## With The Chapters

NEWS NOTES FROM CHAPTER SECRETARIES

### Detroit.

The winter season of architectural meetings has reached its peak in Detroit and vicinity with a series of interesting and varied programs.

There is currently being held at Cranbrook Academy of Art an exhibition of work of the Academy staff covering architecture, painting, sculpture, weaving, textiles, metals and other arts.

Chief feature of the exhibition is a model of the proposed Smithsonian Institution Art Galley at Washington, which competition was recently won by the Saarinens and Robert Swanson.

The work of Carl Milles and Marshall Frederick, sculptors, Zoltan Sepeshy, painter, and of course, Mrs. Saarinen as well as others at the Detroit Institute of Arts is being shown.

On December 5, Kenneth C. Black, president of the Michigan Society of Architects, spoke at the auditorium of the Detroit Institute of Arts on Modern Architectural Theories. This was the third in a series of talks on architectural subjects at the Institute. The first was by Albert Kahn and the second by Clair W. Ditchy. Mr. Eliel Saarinen is scheduled to speak, on January 23, on City Planning and Zoning. Other talks will be given later.

On November 30, the Producers' Council Club of Michigan, held a joint meeting with the architects at which some two hundred were present. Speakers were E. L. Saberson, vice-president of the Producers' Council Club, Inc.; Ken Ross, president of the Producers' Council Club of Chicago; and William H. Mason, vice-president of the Masonite Corporation.

The Producers' Council and the architects will join together in a series of noon luncheons during the coming winter. Mr. Alden B. Dow is scheduled as the first speaker. Mr. Dow will also give a radio talk over Station WWJ on December 27.

The Annual Architects' Ball has been tentatively scheduled for February 3.

On February 21, members of the Toledo Chapter and Grand Rapids Chapter have accepted invitations to join with the Detroit Chapter in a banquet type of program at which Roger Allen will be toastmaster.

TALMAGE C. HUGHES, *Secretary*

### Florida Central.

Elliott B. Hadley of St. Petersburg, Florida, an Associate of this Chapter, was elected president of the Florida Association of Architects at the annual convention held December 8 and 9, in Tampa, Florida.

Much interest was displayed at this convention in connection with the State Association Membership of this Association in The American Institute of Architects, and new by-laws were adopted permitting their affiliation with The Institute.

On the first day of the convention, December 8, the Members and Associates of the Florida North and Florida South Chapters were entertained by this Chapter at a luncheon at one of Tampa's famous Spanish restaurants.

NORMAN F. SIX, *Secretary*

### New York.

The Chapter with resolution of sympathy and tribute of appreciation formally recorded the passing of one of its oldest and most distinguished members, D. Everett Waid, Past President of the Chapter and Past President of The Institute.

The meeting entertained as guest of honor, Sei-cho Washizuka of Japan, who came over to represent his country in the International Congress of Architects. Mr. Washizuka proved a most interesting and resourceful speaker. When asked how architects went about getting public work in Japan, he remarked that if he knew he could hardly have spared the time to come all the way over here. It appears that in Japan the private architect is no better off as far as public work is concerned than he is in this country. Mr. Washizuka presented a memento of his visit to the Chapter which was graciously accepted by President Frost.

An innovation was introduced and approved at the meeting providing for name cards or buttons to be worn by members at our meetings to avoid the necessity of personal introductions and the embarrassment of a poor memory.

The New York State Association came under fire of that Chapter inquisitor, Lorimer Rich, as to its effectiveness and *raison d'être* and while it was admitted there was room for improvement, the

very distinct gains in procedure and representation before the Legislative bodies were fully stated by Mr. Del Gaudio, Treasurer of the Association and by Mr. Platt, Vice-President.

Mr. Rich next wanted to know about public works and the Chapter's approval of competition as the best method of selection. As Mr. Rich is scheduled to discuss the same subject with the Executive Committee, further discussion was postponed, but the importance of some definite and unified plan of action was fully recognized.

Mr. Rich also wanted to know what had become of the Chapter's resolution to the Washington Convention relative to the appointment of a public relations counsel for The Institute. It was decided to press The Institute for further information.

A discussion ensued, also at Mr. Rich's behest, regarding improvements to THE OCTAGON and recommendations were invited for the consideration of Mr. Harmon's committee, in charge of that endeavor.

Furthering the policy of The Chapter to maintain the interest and keep abreast of the view-point of the Associate members, Mr. Erskine of that group was called upon and after outlining generally the benefits the Associates derive from meeting with the more mature practitioners, he mentioned that

the Associates too could contribute their share to this relationship, especially as between employer and his staff, and promised more concrete ideas for the next meeting.

Among a variety of ideas, diverse and sundry, as topics for future meetings, Mr. Williams hit upon a novel one. He said why not talk about Architecture.

CHARLES C. PLATT, *Secretary*

#### Utah.

Richard K. A. Kletting and Walter E. Ware, prominent architects of Salt Lake, were honored by fellow architects at a testimonial dinner November 13, 1939, in the Hotel Utah.

The two veterans, who have completed fifty years of practice in Utah, were presented with framed testimonials by Raymond J. Ashton, master of ceremonies at the banquet.

Robert K. Fuller of Denver, Regional Director of the Western Mountain District, A.I.A., spoke at the meeting on the duty of architects to see that home builders are represented when legislation affecting residential construction is being considered.

Lewis T. Cannon, Lloyd Rasmussen and Lowell Parrish spoke in tribute to Mr. Ware and Mr. Kletting.

WM. E. NELSON, *Secretary*

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## New Books

### Guide to Church and School Building.

A guide to the procedure necessary in the planning and construction of churches, schools and other institutions has just been issued by the Publications Office of the National Catholic Welfare Conference, Washington, D. C.

Entitled, "How to Build," the booklet is the work of Daniel Paul Higgins, A.I.A., in collaboration with prominent mechanical and structural engineers and other experts. Some of the subjects treated are: "The Choice of an Architect by a Client"; "Architectural Fees"; "Agreement on the Fundamentals"; "Procedure of the Architect"; "Mechanical and Structural Engineering"; "The Construction of the Building."

In announcing the publication, Charles A. McMahon, Business Manager of the Conference,

stated: "For sometime past, many requests from pastors, superiors of religious societies and others for the kind of helpful information and guidance presented in Mr. Higgins' booklet have come to N.C.W.C. headquarters."

(By N.C.W.C. News Service)

### "The Room Unit System."

A new book on residence appraisal work, titled "The Room Unit System," by John D. Cole, has just been issued by the Cole-Layer Company, appraisal engineers of Dayton, Ohio.

The volume explains the "room unit" system of estimating property values, setting a use value for each room in a dwelling and estimating costs for similar accommodations in new or existing homes. It also provides specific estimates on such additional

features as fireplaces, automatic heating, and insulation. The ratings on various grades of homes are by types of construction, room sizes and habitation needs.

A table of comparative residence construction costs for 109 of the larger cities in the United States and Canada is included in the book. Provision has been made by the publishers for furnishing users of the book with the latest cost index for any specific locality, based on the current prices for basic items of construction materials and labor.

A ten-day examination period is offered by the publishers to architects, engineers, contractors, real estate men, appraisers and others engaged in this field. Orders may be sent to the Cole-Layer Company, 11 W. Monument Ave., Dayton, Ohio.

(From a Prospectus)

**"Public Housing in America."**

H. W. Wilson Co., 750 University Ave., N. Y. C.  
369p \$1.25.

Approximately one-third of all American families live in slum-housing described as "of a character to injure health, endanger safety and morals and interfere with the normal life of their inhabitants." But the 2,000,000 homes most needed are for families able to pay monthly rents of only \$10 to

\$20 in 69 per cent of the cases, only \$20 to \$30 in 21 per cent, and able to pay less than \$10 in 10 per cent of the cases.

What do slum areas cost the American public? Is it the duty of a taxpayer to provide homes for those who pay no direct taxes? What kind of homes—for whom—how subsidized?

These are a few of the questions *Public Housing* raises. The answers given are "yes" and "no" because the book, is a compilation of what has been written by recognized authorities in defense of both sides of a problem.

Senator Robert F. Wagner, Administrator Nathan Straus, Charles P. Taft, Lewis Mumford and others are quoted in approval and Father Coughlin, Senator Millard Tydings, Chester T. Crowell and others in opposition to the U. S. H. A. The "for" and "against" arguments occupy roughly one-half of the 369 pages. The remainder contain an exposition of the general problem as seen by Alfred E. Smith, Thomas E. Holden, Stuart Chase, Thurman W. Arnold and others (95 authorities are quoted in the book), and an extensive bibliography with annotations which is divided into general references, affirmative references and negative references.

(From a Prospectus)

## THE OCTAGON

*A Journal of The American Institute of Architects*

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