10-25-1974

Administrative Notes, October 25th, 1974

University of Texas at Tyler

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CONSTRUCTION PROGRESS REPORT

Week Ending: 11/15/74

Construction resumed on Tuesday, November 12, 1974 and continued throughout the week in conformance with Contract Change No. 2. Specifically, the clearing and grubbing work activity was continued with approximately 35% of this work complete to date.

The final limits of clearing was defined on November 11, 1974. Upon completion of the clearing and grubbing, within the established boundaries, facility construction activities can be started.

The documents relative to the wall/foundation changes (Alternate No. 8) were delivered to the Contractor for review on November 11, 1974. The Contractor's review is approximately 40% complete and no major problems have been found.

L.J. Grubbs, P.E.
Director of Physical Plant and Resident Engineer

LJG/at
cc: Dr. James H. Stewart, Jr.
    Mr. John R. Sawyer
14 November 74

Mr. E. Davis Wilcox, E. Davis Wilcox Associates, 833 S. Beckham Ave.,
Tyler, Texas 75701

REF: TYLER STATE COLLEGE

cc: DR. JAMES STEWART, TYLER STATE COLLEGE

DAVE, I have your letter of November 12 where you state you will not
continue to render associate services with CRS. As you know, I had hoped that
the two firms could work out our differences in this matter and, in fact, had
assumed that with a successful bid letting and Gayle Bonsall on board as the
on site construction administrator, we had things more or less in hand and
settled. Of course, as I now know, this is not the case.

As a matter of record, and because your letter of October 31, 1974, went to
the owner, I would like to state here our feeling on several points upon which
we are in total disagreement with you, plus other items which are simply not
true.

1. You state that CRS has sole responsibility for all engineering construction
administration. If this were the case, why would not your column in our
association agreement be blank. Of course, there are zeroes in your
column denoting minor responsibility, and it is difficult for us to see
how this could be construed, either from a legal or practical viewpoint,
as less than observation and confirmation of, for example, size and
proper placement of reinforcing steel in foundations by the on site
construction administrator. A major responsibility, such as belongs to
CRS in this example, would be to ask you to check the design of the
reinforcing steel from an engineering standpoint. Of course, we were
not asking you to do this.

2. You state that no less than a principal must make the major decisions
during construction administration phases. First off, I don't know what
your definition of a principal is, but if it means a Wallie Scott or Dave
Wilcox, then I think your view is unrealistic. If you mean an owner
of a firm then the view is still unrealistic, for we have many fine
architects and engineers here in CRS who are highly specialized and
qualified people and are not principals by either of the above definitions.
In our view, the matter relates almost totally to the experience, quali-
fications and brain power of the person in question. You are correct
about final responsibility, but not major decision making.
3. You state that the period subsequent to Oct. 2, 1974, has involved unnecessary lengthy time delays, question of authoritative decision making, inefficiencies and uneconomical and undue cost for the owner, contractor and two architectural firms. This statement strongly implies that our current site problem could have been resolved much more quickly and that CRS is the villain. Your making of such a statement in writing to our client and the contractor is, in our opinion, highly improper and has created a completely false set of assumed circumstances in the minds of many people - namely our client.

In the first place, this total problem would not exist if the surveyor had not made an error in staking out the buildings. Secondly, you are as aware as any architect or engineer would be of the multiple change implications to the contract documents when we arbitrarily move several buildings around on a site as hilly and heavily wooded as we have in this case. I think it unreal to say, in light of the potential construction cost additions to the owner plus architectural and engineering time required to correct the situation with major drafting and re-do cost time, that a decision could be made and executed in a matter of days. We have certainly had no thought in mind but to do our best for the owner in terms of cost and time, particularly the former, and feel strongly that we moved ahead for a practical solution with reasonable dispatch in light of the circumstances.

As the ultimate legal responsibility for the rendering of all architectural services on this project rests with CRS and which we fully intend to honor, we are terminating the association agreement between our two firms and will assume all construction administration duties assigned to your firm from Monday, (Nov. 18, 1974) at 5:00 pm forward. Bob Walters and Lewis Hood will be in Tyler Monday, November 18, 1974, to coordinate this change and assume possession of those documents and files from your office that pertain to the project.

The construction contract for this project calls for 561 calendar days of construction. The architects construction administration fee is 19% of the architects fee of 7% of the contract price or $103,326.00 which figures to $184.18 per day. As of Monday, November 18, 1974, at 5:00 pm sixty-two days will have expired of CA time bringing your 60% of the CA fee to $6,851.49. We will forward this amount to you as soon as we have collected our fees for this work from the Tyler State College.

We remain respectful of you and your firm, but in light of the position you have taken we see no other course of action for CRS to take.

Sincerely,

Wallie E. Scott, Jr., FAIA