

RG 30 RECORDS OF THE BUREAU OF
PUBLIC ROADS

WASHINGTON OFFICE

GENERAL CORRESPONDENCE AND
RELATED RECORDS, 1912-65.

1955-1959

ALASKA - OMNIBUS BILL MAY-DECEMBER 1959
THRU

ALASKA - BRIDGES & STRUCTURES 1 THRU 1-11
1955-59 PART 3 OF 3

BOX NO. HM 1991
1129

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. & Related Recs, 1955-59
Box 1129

Alaska General

1955-56

RG 30, Bur. of Public Roads
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Box 1129

BUREAU OF PUBLIC ROADS

*Alaska**Office Memorandum* • UNITED STATES GOVERNMENT

TO : Mr. M. W. Bales, Administrative Officer
304 Beverly Drive, Alexandria, Va.

DATE: December 27, 1956

FROM : A. F. Ghiglione *AG* Acting Division Engineer
Juneau, Alaska

SUBJECT: Truck weighing scales and Responsibility for highway signs

As discussed this morning, I am forwarding copies of pertinent information on the subject matters for your use in assisting in the preparation of an answer to the request of the Territorial Highway Engineer for the Secretary's office.

The August 2, 1951 letter to Governor Gruening summarizes the first agreement reached in connection with the handling of truck-weighing scales, and spelled out the responsibility of the Territorial Highway Patrol to handle the enforcement. As you know, it was necessary for the Alaska Road Commission to assist the Highway Patrol in the enforcement by actually carrying deputies on our payroll. Subsequently, the Highway Patrol was able to assume all enforcement responsibilities when they obtained funds from the Territorial Legislature in 1955, specifically for this purpose. As a result, we drew up a new Memorandum of Understanding, on November 19, 1955, covering the operation of these scales. A copy of this Memorandum is also enclosed.

The attached letter, of June 20, 1956, to Mr. Reed, tabulates the responsibilities regarding highway signs. This letter was written after a joint meeting between the Territorial Highway Engineer, the Territorial Superintendent of Police, and the Road Commission. The basic concept of the letter is that all signs requiring enforcement by Territorial Police should be installed at the cost of, and under the direction of, the Territorial officials.

Attachments: 3

June 27, 1956

Mr. Irving Reed
Territorial Highway Engineer
P.O. Box 20773
Juneau, Alaska

My dear Mr. Reed:

Essentially you requested a letter defining responsibilities of the Road Commission regarding highway signs so that Territorial responsibility could be defined and submitted to the Department of Territorial Police. The Alaska Road Commission is responsible for:

1. All signs indicating alignment and grade, such as "curves", "steep hill", "winding road".
2. Road condition signs, such as "icy road", "slow".
3. Danger signs and reflectorized grade buttons.
4. Directional signs at important junctions.
5. Mile post signs.
6. "Stop" signs wherever needed.

BDS

AFG

The Territory is responsible for:

1. All regulatory signs such as speed limits and traffic signals.
2. Special signs, such as "Keep Alaska Clean", and Alaska route markers.
3. Special crossing signs, such as "School Crossing", "Cattle Crossing".

If further clarification is needed, please let me know.

Sincerely yours,

WJNiemi/mrl:bn:mj

A. F. Chylikos
Director

cc: Supt. of Police
Each District Office

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August 2, 1951

Hon. Ernest Gruening
Governor of Alaska
Chairman, Territorial Board of
Road Commissioners
Juneau, Alaska

My dear Governor Gruening:

Reference is made to the meeting held in your office on August 1, 1951, with the Territorial Board of Road Commissioners concerning our mutual problems, and particularly the subject of highway load restrictions. The following agreements were arrived at in this meeting and are summarized herewith.

The issuance of permits for other than legal load weights or sizes as reviewed in your letter of July 20, 1951, will be handled by the Territorial Highway Patrol. This is believed to be the logical place for the initiation of permits since the responsibility for enforcing the load restrictions remains with the Territorial Highway Patrol officers. The Alaska Road Commission will continue to advise the Territorial Highway Patrol regarding needed load limitations whenever such limitations differ from the published chart of permissible loads for Alaska highways. Load restrictions during the spring breakup will be set up on a percentage basis of the official load chart and will, therefore, readily be applicable by the Patrol officers.

It is recognized that the present regulations approved by the Territorial Board of Road Commissioners provide for the issuance of over-load permits by either the Alaska Road Commission or the Bureau of Public Roads. In accordance with the above agreement it will be necessary that this section be revised by the Territorial Board of Road Commissioners to transfer this responsibility to the Territorial Highway Patrol.

It was agreed that positive control of highway truck loads by means of scale installations at critical highway points would be immediately initiated on the following basis. Truck scales will be purchased and installed by the Alaska Road Commission at points along the highways established in consultation with the Territorial Highway Patrol-- these points to be in the vicinity of Valdez, Anchorage, Fairbanks and

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Haines. The Territorial Highway Patrol will man the scales when completely installed. While it is recognized that 24-hour duty will probably be required at each scale installation when first installed, it is believed that after the first few months of operation the period of manning the scales may be reduced to approximately eight hours per day, resulting in the addition to the Highway Patrol of at least one man per scale installation.

In accordance with the above agreement the Alaska Road Commission is immediately ordering four scales and taking steps to provide for the installation pits, scale houses, approach roads, and parking areas which will be required. It is estimated that these scales will be ready for use before the spring breakup period, and it is accordingly requested that the Territorial Highway Patrol plan on manning the installations not later than 1 March 1952.

Because of the length of time required to make the scale installations described above, it is again requested that the Territorial Highway Patrol make every effort to continue to control loads on the highways with the presently available portable scales and Alaska Road Commission asphalt plant scales. Spot checking of the loads, if continued, will aid considerably in protecting our highway investment.

Sincerely yours,

A. F. Ghiglione
Commissioner of Roads
for Alaska

cc: Mr. James P. Davis
Director, Office of Territories

Mr. Frank A. Metcalf
Territorial Highway Engineer

Copied 12/27/56: mrl

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November 9, 1955

MEMORANDUM OF UNDERSTANDING

In order to fully inform all members of the Territorial Department of Police and the Alaska Road Commission of the policies governing the highway truck weighing scales, the following points are covered:

1. The scales and scale houses are now the property of the Alaska Road Commission, but steps will be initiated by the Alaska Road Commission to convey scale houses and underlying lands to the Territory through General Services Administration procedures.
2. The Territorial Department of Police is responsible for all maintenance, repair and upkeep of the scales and scale houses.
3. The Alaska Road Commission will maintain and keep in repair the road approaches to the scales.
4. The Territorial Department of Police is responsible for cost of all fuel and electrical energy consumed in the operation of the scales and scale houses. At Valdez, the ARC and ACS have separately metered circuits to record electricity used in operation of radio receivers.
5. Installation and maintenance of antenna poles or any other facilities required for the operation of the scales and scale houses will be the responsibility of the Territorial Department of Police.
6. The Alaska Road Commission will permanently transfer six sets of portable truck weighing scales to the Territorial Department of Police.

← Presently loaned on memorandum receipt AFB

Concurred

TERRITORIAL DEPARTMENT OF POLICE

By _____
A. P. Brandt, Superintendent

Date: _____

Concurred

ALASKA ROAD COMMISSION

By _____
A. F. Ghiglione, Commissioner
of Roads for Alaska

Date: November 9, 1955

Alaska

December 20, 1956

Hon. B. Frank Heintzleman
Governor of Alaska
Juneau, Alaska

Dear Governor Heintzleman:

This will acknowledge your letter of December 14 relative to having one of our Bureau civil engineers serve on the Territorial Government Board of Engineers' and Architects' Examiners. I see no objection to this, in fact, I feel that it is desirable for the Bureau to cooperate with the Territory in this matter. Accordingly, if you wish to appoint Mr. Robert Killewich or any other Bureau engineer of our Juneau office whom you consider qualified, as a member of the Board it will be quite satisfactory.

I am sending a copy of this letter to Mr. Ghiglione.

Sincerely yours,

G. D. CURTISS

C. D. Curtiss
Commissioner of Public Roads

~~JCS~~
CDCurtiss-smh

cc - Files ✓
Mr. Curtiss
Mr. Ghiglione ✓

12/21/56

1956
COMMISSIONER OF PUBLIC ROADS
WASHINGTON 25, D. C.

DECEMBER 14 1956

TERRITORY OF ALASKA
OFFICE OF THE GOVERNOR
JUNEAU

December 14, 1956

Captain C. D. Curtis
Commissioner of Public Roads
U. S. Department of Commerce
Washington 25, D. C.

Dear Captain Curtis:

One of our technical boards in the Territorial government is the Board of Engineers' and Architects' Examiners. This board gives the examinations for the licensing of engineers and architects and consists of nine members, including two civil engineers.

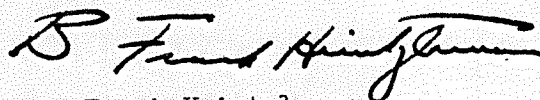
There are very few civil engineers in Alaska except those in one branch or another of government service. Mr. Ghiglione has served for many years as one of the civil engineers on this board. We are now losing another of the civil engineer members and Mr. Ghiglione may be leaving in the near future.

Is there any objection to having civil engineers in the service of the Bureau of Public Roads serving as members of the Board of Engineers' and Architects' Examiners? The time consumed by such service is by no means arduous; there is no compensation although travel expenses are paid when incurred.

I have in mind the appointment of Mr. Robert Killewich of the Bureau of Public Roads staff here in Juneau, but may also wish to consider other BPR engineers for possible appointment in the future.

I should also perhaps tell you that appointments to this board are made by the governor but do not require confirmation by the Legislature, as do many of our board appointments, so that they are not in any way considered to be political appointments.

Sincerely yours,



B. Frank Heintzleman
Governor

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Alaska

December 17, 1956

Mr. Don R. McGraw
Secretary-Treasurer
Alaska Moose Association
P. O. Box 324
Sitka, Alaska

Dear Mr. McGraw:

The copies of your Association's Resolutions Nos. 5 and 6 which you forwarded to the President with your letter of November 10 have been referred to us, together with a copy of your letter.

As you may know, legislation was approved in the last session of Congress to provide for appointment of an Alaskan International Rail and Highway Commission to study the matter of land transportation routes in the Territory. Resolution No. 5, together with a copy of this letter, is being sent to the Department of Commerce member of that Commission in order that the group may be informed of your position.

Resolution No. 6 relative to further improvements in the Cordova and Anchorage areas has been noted and will be given full consideration as we compile the program of work for next year.

Sincerely yours,

G. D. CURTISS

G. D. Curtiss
Commissioner of Public Roads

[Signature]
FCTurner:fp

cc - Files ✓

Mr. Paul F. Royster, Dept. of Commerce, rm. 5126
Mr. Ghiglione, Juneau
Division of Engineering

12/19/56

C
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RRds

[Handwritten signature]

*ack
11/13*

Orig. Ltr. & Res. # 1: Dept. of the Interior
Copy of ltr. & Res. # 2: Dept. of Justice
Copy of ltr. & Res. #5 : Dept. of Commerce ✓
and # 6 (Public Roads)
Copy of ltr. & Res. # 7: Dept. of the Treasury
(Internal Revenue)

De

ALASKA MOOSE ASSOCIATION

P. O. Box 324
Sitka, Alaska
November 10, 1956

The President of the United States
The White House
Washington, D. C.

Respectfully referred
for attention and
appropriate handling.

[Signature]
The Assistant to the President

Mr. President:-

Enclosed find copies of Resolutions number 1-2-5-6-7, which were passed at the 12th annual conference of the Alaska Moose Association, held in Palmer, Alaska October 10th., thru 13th., 1956.

The Alaska Moose Association is comprised of about 3000 members of the Loyal Order of Moose.

Yours respectfully,

Alaska Moose Association,

/s/ Don R. McGraw
Don R. McGraw, Sec-Treas.

RESOLUTION NO. 5

INTERNATIONAL HIGHWAY

WHEREAS, surface travel is one of the greatest needs for the development of Alaska, and

WHEREAS, with roads and railroads connecting the Territory of Alaska with the United States, Alaska can more effectively market the products of its proven natural resources and more effectively can take its place along with the states of the Union, and

WHEREAS, it is a proven fact that the "A" route has already been surveyed from the Pacific northwest through British Columbia to Alaska is the shortest and most easily accessible route.

NOW THEREFORE BE IT RESOLVED THAT The Alaska Moose Association respectively urges the Congress of the United States to build this highway at the earliest possible time, and

BE IT FURTHER RESOLVED that connecting highways be constructed to Petersburg and Juneau. The Petersburg highway to be constructed in the Stikine River Valley and the Juneau highway through the Taku River Valley.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes and a copy thereof be sent to each lodge of the association and that copies be mailed to the President of the United States, the Secretary of the Interior, Chairman of the U. S. Senate Foreign Affairs Committee, House of Representatives Interior and Insular Affairs Committee and to the Delegate to Congress from Alaska.

Alaska Moose Association, by
Don R. McGraw, Secretary

ALASKA MOOSE ASSOCIATION
TWELFTH ANNUAL CONFERENCE
PALMER, ALASKA

RESOLUTION NO. 6

ALASKAN ROADS

WHEREAS, roads and highways are of the utmost importance in the development of Alaska, and

WHEREAS, many communities need these facilities now,

THEREFORE BE IT RESOLVED a. that work be continued on the Copper River Road giving Cordova an outlet by road to the rest of Alaska. b. The extension of the Anchorage, Palmer, Wasilla, Willow and Houston roads to connect with the Mt. McKinley Park Area roads.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes and a copy thereof be sent to each lodge of the association and that copies be mailed to the President of the United States, the Secretary of the Interior, Chairman of the U. S. Senate Foreign Affairs Committee, House of Representatives Interior and Insular Affairs Committee and to the Delegate to Congress from Alaska, and the Highway Engineer.

Alaska Moose Association, by
Don R. McGraw, Secretary

STANDARD FORM 14
REVISED MAY 1952
PRESCRIBED BY GENERAL
SERVICES ADMINISTRATION
GENERAL REGULATION NO. 11

TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS—U. S. GOVERNMENT

✓ Alaska

FROM DEPARTMENT OF COMMERCE
BUREAU PUBLIC ROADS
CHG. APPROPRIATION
WASHINGTON, D. C. December 14, 1956

16-00711-1 GPO

56 11466

A. F. GHIGLIONE
BUREAU OF PUBLIC ROADS
JUNEAU, ALASKA

CONFIRMING TELEPHONE CONVERSATION CUNNINGHAM WITH NIEME
SATISFACTORY FOR YOU TO SIGN AND MAIL TO CONTRACTOR FINDINGS FACT
AND DECISION ON CLAIM HICKS CREEK BRIDGE SUBMITTED YOUR MEMORANDUM
NOVEMBER 23. SUGGEST ELIMINATE SECOND FULL PARAGRAPH ON PAGE FOUR
AS UNNECESSARY AND MAY BE INADVISABLE. IN CLOSING OUT THIS MATTER
CONSIDER YOU OPERATING UNDER PRIOR ARC AUTHORITY. FURTHER INSTRUCTIONS
WILL FOLLOW ON GENERAL COMMERCE DEPARTMENT PROCEDURE REGARDING CLAIMS.

1956 DEC 14 PM 5 39
BUREAU OF PUBLIC ROADS
WASHINGTON D.C.

Enfield
ENFIELD

12-14-56 2/3

HEC:mb
cc: Division of Engineering *Sent*
Legal?

*RG 30, Bur. of Public Roads
E. G. D., Gen Corr + Related Recs, 1955-59
Box 1129*

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. S. K. Booth, Acting Solicitor
Legal Division
Washington 25, D. C.

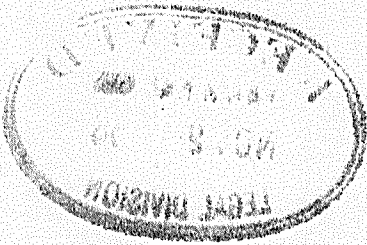
FROM : *AF* A. F. Ghiglione, Acting Division Engineer
Juneau, Alaska

DATE: November 23, 1956

SUBJECT: Claim and Appeal to the Contracting Officer for an Extension of Time
for Performance on Four Glenn Highway Bridges, Contract 14-26-002-244

Enclosed for your consideration is a draft of Findings of Fact and Decision of the Contracting Officer with respect to the subject claim and appeal. There are attached to the draft copies of correspondence pertinent to the appeal.

Enclosure



2RB.

FOUR GLENN HIGHWAY BRIDGES
CONTRACT 14-26-002-244

November 21, 1956

IN THE MATTER OF A CLAIM FOR AN EXTENSION OF)
TIME FOR PERFORMANCE ON CONTRACT 14-26-002-244,)
DATED APRIL 7, 1955, BETWEEN THE UNITED STATES)
AND NORTHERN CORPORATION FOR CONSTRUCTING FOUR)
GLENN HIGHWAY BRIDGES LOCATED ON THE GLENN)
HIGHWAY, TERRITORY OF ALASKA)

FINDINGS OF FACT
AND
DECISION OF THE
CONTRACTING OFFICER

THE SITUATION

The contractor exceeded his time for performance (acceptance for use) by thirteen days in constructing the Hicks Creek Bridge (one of the four Glenn Highway Bridges). The engineer denied his claim for an extension of time for performance and the contractor then appealed the engineer's decision to the Contracting Officer.

THE CONTRACT

The contract contains the usual standard provision of Government construction contracts including a liquidated damage clause which reads as follows: "Pursuant to Paragraph 5b, Standard Form 23A, providing for liquidated damages for each calendar day of delay until the work is completed or accepted, the amount of the fixed, agreed, and liquidated damages is determined as set forth in the following table:

<u>Original Contract Amount</u>	<u>Daily Charges</u>
Up to \$25,000	\$ 10
25,000 to 50,000	20
50,000 to 100,000	25
100,000 to 500,000	50

Liquidated damages will be assessed only against the contract prices of such bridges as are not completed within the contract time as set forth in Standard Form 23."

The contract (U.S. Standard Form 23) provides that, "Work shall be completed within 441 calendar days after date of receipt of Notice to Proceed, except Hicks, Cache and Mendeltna Creek Bridges shall be accepted for use within 168 calendar days, and detour bridges removed prior to winter shutdown."

HISTORY

The Notice to Proceed was furnished the contractor by telegram on April 21, 1955. Work started on the Hicks Creek Bridge during the first week of June. Abutment and piers were completed up to bridge seats during the week ending July 18, 1955. In the bid schedule for Hicks Creek Bridge there was included 3425 cubic yards of embankment to be used as road approaches for the bridge abutments. The contractor, in his Construction Schedule and Progress Chart furnished the engineer, as provided by paragraph 32 of the Special Provisions of the contract, indicated that constructing these approaches would be accomplished in the month of June. Although this was not possible there can be found no reason why this work could not have been accomplished, after the abutments were completed, during July and August.

In the latter part of July, the contractor became concerned with the delivery of steel by his supplier. By August 16 he was convinced that the steel would not be delivered in time for completion of the work within the time allowed for performance. Accordingly, he requested an extension of time. (See copy of letter attached from Northern Corporation dated August 16, 1955.) The steel for the Hicks Creek Bridge was delivered to the site and erection completed including the ^{Pouring} ~~erecting~~ of the concrete deck by September 30, 1955 (see Final Report by Resident Engineer and copy of Weekly Report, attached, for week ending October 2, 1955).

The bridge was accepted for use by the Resident Engineer on October 19, 1955 by letter to the contractor. The time allowed by the contract for "acceptance for use" at the Hicks Creek Bridge expired October 6, 1955.

It is to be noted here that all work^x required by the "acceptance for use" clause had been completed by that date except construction of the approach embankments.

The contractor continued to press his request from time to time for an extension of time for performance on the basis that the completion for acceptance was delayed by failure of his supplier to deliver the steel in sufficient time and that this failure was a delay due to unforeseeable causes beyond the control and without the fault or negligence of the contractor.

On November 2, 1956, the engineer denied the contractor's request for a time extension (see copy of letter attached). On November 9, 1956, the contractor appealed from the engineer's decision to the contracting officer (see copy of letter attached).

MERITS OF THE APPEAL

The appeal is based on late delivery of steel by his supplier. This late delivery is contended by the contractor as an unforeseeable cause beyond the control and without the fault or negligence of the contractor. Although not so stated by words in the contractor's letter of November 9, 1956, the implication is clear that he charges late completion of the Hicks Creek Bridge due solely to late delivery of steel.

It is true that delivery of the steel was delayed and that the contractor placed his steel order at an early date and used due diligence in attempting to expedite earlier delivery. But the answer to the question whether the delay in this instance was unforeseeable within the meaning of the specifications is not free from doubt because (1) the contractor has not furnished

evidence that the steel could not have been procured in the open market or that such attempt was ever made to procure the steel; (2) because the steel to be furnished the fabricator, Poole, McGonigle & Dick, by the Kaiser Steel Corporation which was rejected (see copy of letter dated July 15, 1955, from Kaiser Steel Corporation) does not seem to be the steel needed for the Hicks Creek Bridge.

An inquiry made to the contractor concerning the use of this steel remains unanswered. The reports of chemical analysis and mill tests for this rejected steel (your order 6020) lists steel required only for the Chickaloon River Bridge. Therefore, the argument that the delay in delivery of steel for the Hicks Creek Bridge was a result of this rejection of Kaiser Steel is not sound.

It has been held that uncontrollable or unforeseeable delays in obtaining supplies constitute an excuse against assessment of liquidated damages. *J. C. Ridnour Co. v. United States*, 104 Ct. Cl. 221 (1945); *H. B. Nelson Construction Co. v. United States* 87 Ct. Cl. 375, 386-389 (1938) and in B-100534, dated January 24, 1951, the Comptroller General ruled that: "** * * the timely procurement of labor and materials necessary for the required performance of a Government contract is, of course, the responsibility of the contractor. However, when a contractor has taken every precaution to assure itself of an adequate and timely supply of materials, delays in the receipt thereof not due to the contractor's fault or negligence may be considered unforeseeable * * **".

However, in this instance it seems unnecessary to decide the question whether late delivery of steel was unforeseeable, because contractor has not succeeded in establishing satisfactorily that late delivery of steel was the cause of late completion (acceptance for use) of the Hicks Creek Bridge.

As previously stated, all work at this structure required by the "acceptable for use" clause of the contract was complete on October 6, 1955, except the embankment. And there is no evidence that this embankment could not have been substantially completed in the months of July and August.

Therefore, the contractor's demand for an extension of time for performance is rejected and the engineer's decision affirmed.

Telephone: WEBSTER 3281

POOLE, MCGONIGLE & DICK

Fabricated Steel Bridges and Buildings

BOAT SPIKES • BOLTS AND RIVETS

Office and Works

6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

June 9th - 1955

COPY to E.P.R.
OCT 23, 1956

AIR MAIL

Attachment

Northern Corporation,
P. O. Box 2011,
Anchorage, Alaska.

Gentlemen:

Re: GLENN HIGHWAY BRIDGES

Regarding delivery of steel for above bridges.

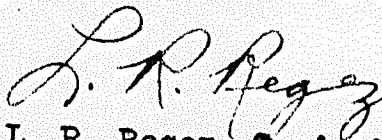
We will ship all imbedded steel items on the Hicks and Mendeltna Bridges and all the steel for the Cache Bridge on the boat "JAMES WICK" leaving Portland on July 2nd. If the approved drawings for the Chickaloon Bridge come back soon, we will try and ship the imbedded items on this also.

We wish to advise that a large portion of your steel is now on its way from the Mill. We have asked the Steel Company today to wire the Mill and find out when the rest will be shipped.

The Wide Flange Beams for the Mendeltna Bridge are on the way and as soon as we have these, we will be able to finish this complete. Until we find out when the final steel is shipped for the Hicks Bridge, we cannot give you a date on this. This also applies on the Chickaloon Bridge.

Very truly yours,

POOLE, MCGONIGLE & DICK,



L. R. Regez, Sec'y & Treas.

IRR/t

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

RG 30, Bur. of Public Roads
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Box 1129

POOLE, McGONIGLE & DICK

Fabricated Steel Bridges and Buildings

BOAT SPIKES • BOLTS AND RIVETS

Office and Works

6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

July 9th - 1955

& AIR MAIL

Northern Corporation,
P. O. Box 2011
Anchorage, Alaska.

Gentlemen:

As per our telephone conversation with you while you were in Seattle, we will give you further status of the remaining steel to be shipped.

1. CACHE BRIDGE. Now completely shipped.

2. MENDELINA BRIDGE.

The two pos 30" WF 108# Beams are here. The remaining two pos of 27" WF 94# Beams required are due to arrive on the Boat July 14th. As soon as these are in, we will check with the Steamship Company and arrange a date so we may fabricate this and ship it complete. We will then write you.

3. HICKS BRIDGE.

The last of the Low Alloy Steel Beams for this bridge were shipped from Bethlehem on June 24th. The Low Alloy Plate for this job is coming from Kaiser Steel Corporation at Fontana, California. As of this date, we have not been able to get a firm shipping date. They have several times said July 10th., but we dont beleive it will be shipped by then. Until we get this steel in our shop, we cannot give you a definite date. We do however plan to fabricate this complete just as soon as we get the material.

4. CHICKALOON BRIDGE.

The last of the Low Alloy Wide Flange Beams were shipped June 24th. The Low Alloy plate necessary on this job is also coming from Kaiser Steel Corporation.

(1)

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

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POOLE, McGONIGLE & DICK

Fabricated Steel Bridges and Buildings

BOAT SPIKES • BOLTS AND RIVETS

Office and Works

6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

July 9th - 1955

AIR MAIL

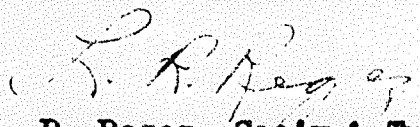
Northern Corporation.

We sincerely hope that our delivery of these Bridges one at a time will permit you to keep busy. We, of course are concerned with the delivery of the Chickaloon Bridge. We hope some way we are going to make delivery early enough for your needs.

We will write you on Mendeltna Bridge delivery just as soon as we plan what Boat it will get on.

Very truly yours,

POOLE, McGONIGLE & DICK,


L. R. Regez, Sec'y & Treas.

IRR/r

(2)

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

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Box 1129

GENERAL CONTRACTORS



NORTHERN CORPORATION

P. O. Box 2011
ANCHORAGE, ALASKA

July 19, 1955

Poole, McGonigle & Dick
6330 Northeast Halsey Street
Portland 13, Oregon

Attention: Mr. L. R. Regez, Sec'y & Treas.

Gentlemen:

We have your letter of July 16 which advises us that there was a further delay in material from the Kaiser Steel Corporation. We are getting quite concerned about the date on which we will receive the steel on the three larger bridges. We appreciate the fact that Poole, McGonigle & Dick have been more than cooperative but if there is anything you can do to further the delivery of this material we would certainly appreciate it. We are ready for steel on three of the sides now and it is going to crowd us very badly to get the bridge deck poured before freezing weather.

Please advise us of the date on which you think the last of the steel can be shipped from Portland.

Very truly yours,

NORTHERN CORPORATION

By

M. E. POWDISH
President

MEB:fb

RG 30, Bur. of Public Roads
E. 67, Gen Corr & Related Recs, 1955-59
Box 1129

Telephone: WEBSTER 3281

POOLE, MCGONIGLE & DICK

Fabricated Steel Bridges and Buildings

BOAT SPIKES • BOLTS AND RIVETS

Office and Works

6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

August 12th 1955

*copy to file
8/13/55*

AIR MAIL

Northern Corporation,
P. O. Box 2011,
Anchorage, Alaska.

Gentlemen:

This will acknowledge your Airmail letter of the 10th regarding sailing schedule of Coastwise Line Boat on August 29th.

We are working overtime on your job now to effect delivery.

Kaiser Steel Corp. still have not shipped the plate and we are taking low alloy steel from other sources to help this along. Kaiser has failed us miserably on this.

Very truly yours,

POOLE, MCGONIGLE & DICK,



L. R. Regez, Sec'y & Treas.

LRR/f

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

RG 30, Bur. of Public Roads
E. G. D., Gen. Corr. & Related Recs., 1955-59
Box 1129

GENERAL CONTRACTORS



NORTHERN CORPORATION

P. O. Box 2011
ANCHORAGE, ALASKA

*Copy to BPC
8/23/55*

August 16, 1955

District Engineer
Alaska Road Commission
Box 160
Anchorage, Alaska

SUBJECT: Extension of time on Hicks, Cache & Mendeltna Bridges

Gentlemen:

As a result of the unforeseen subsurface conditions encountered at the Cache Creek and Mendeltna Creek Bridges and due to the late arrival of the structural steel required on the three North Bridges, we request a thirty (30) day time extension.

The original shipping date for structural steel on the above referenced bridges was July 15. We now have been advised that the steel for Mendeltna will be shipped out of Portland August 17, 1955 and Hicks steel August 29, 1955.

If any further information is required, please advise.

Yours very truly,

NORTHERN CORPORATION

By

Emory C. Clark
Engineer

ECC:fb

RG 30, Bur. of Public Roads
E. 6 D, Gen Corr. & Related Recs, 1955-59
Box 1129

POOLE, McGONIGLE & DICK

Fabricated Steel Bridges and Buildings

BOAT SPIKES • BOLTS AND RIVETS

Office and Works

6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

August 22nd - 1955

AIR MAIL

*COPIED TO B1122
1955*

Northern Corporation,
P. O. Box 2011,
Anchorage, Alaska.

Attention, Mr M. E. Bowdish

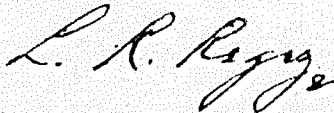
Gentlemen:

Re: HICKS & CHICKALOON BRIDGES
Our F-9789

We are pleased to advise that we are shipping both the above mentioned bridges in their entirety on the Coast-wise SS PACIFICUS, Voyage No. 37 leaving Portland on August 31st 1955. The shipping instructions are Northern Corporation, Anchorage, Alaska via Seward, Alaska, and you no doubt will handle them from there.

Very truly yours,

POOLE, McGONIGLE & DICK,



L. R. Regez, Sec'y & Treas.

LRR/f

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

RG 30, Bur. of Public Roads
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Box 1129

GENERAL CONTRACTORS



NORTHERN CORPORATION

P. O. Box 2011
ANCHORAGE, ALASKA

August 24, 1955

*COPY TO B.P.R.
OCT 23, 1956*

Pool, McGonigle & Dick
6330 N.E. Halsey Street
Portland 13, Oregon

Attention: Mr. Regez

Gentlemen:

We are pleased to receive your notification that you will ship the Hicks and Chickaloon Bridges complete on August 31. This was a vital matter to us and we appreciate your efforts to get it out on time.

In order to avoid any difficulty in unloading, etc. we request you contact Alaska Consolidating and Forwarding Company, Ames Terminal, Seattle, Washington and they will arrange with the Coastwise Line to prepay the shipment.

Yours very truly,

Northern Corporation

By
M. E. BOWDISH
President

MEB:fb



UNITED STATES
DEPARTMENT OF THE INTERIOR
ALASKA ROAD COMMISSION
NITENESLEX PAKKISICX
ANCHORAGE, ALASKA
P. O. BOX 160

September 8, 1955

Subject: Four Glenn Highway Bridges
Contract #14-26-002-244

Attachment

Northern Corporation
P. O. Box 2011
Anchorage, Alaska

Gentlemen:

The two letters which you furnished August 29, 1955 will serve to supply information on your request for a time extension.

Should it be necessary to extend the contract time because of the delay in steel shipment, your request will be considered favorably.

Very truly yours,

M. C. Zimmerman
District Engineer

RG 30, Bur. of Public Roads
E. G. D., Gen. Corr. & Related Recs., 1955-59
Box 1129

POOLE, MCGONIGLE & DICK
330 N.E. Halsey Street
Portland 13, Oregon

C
O
P
Y

July 27, 1955

AIR MAIL

Attachment

Northern Corporation
P. O. Box 2011
Anchorage, Alaska

Gentlemen:

This will now acknowledge receipt of your Airmail letter dated July 19th.

We had made reservations with the Coast-Wise Lines to ship all the Steel for your Mendeltna Bridge on their boat leaving Portland August 7th. This morning they advised us that this boat went aground in Alaska and therefore their next sailing from Portland would be August 17th.

We immediately made arrangements then to check their sailing schedules from Seattle. Their boat "SEAFAIR" is scheduled to leave Seattle August 11th and should arrive in Valdez August 17th. We will therefore load all the Steel in a railroad car and ship it to Seattle for loading. We have reserved space with the Coastwise Lines.

In our last letter dated July 16th we advised you that we still did not have the Low Alloy plate from Kaiser Company. In their letter they advised shipment was expected by July 23rd. We now have a call in to see where these plates are. We are now working on some of the beams. The balance of the beams should arrive here any day.

You now ask for a delivery date on the Hicks and Chickaloon Bridges. Since the Mills have been so late with their deliveries, we have been forced to change our production schedules in our shop. We feel that when the material comes in we should fabricate the Hicks Bridge and ship when completed. If this material gets in soon we will try and ship this by August 31st. The way it is going, it does not look like the Chickaloon Bridge could be shipped until the latter part of September.

If this is so, would you still be able to put the steel up this Fall? The weather, of course, would determine if you could pour the concrete deck. We are extremely busy in our shop and now are working overtime on some of our work. Please write us how this is going to work out for you. We are extremely sorry for these delays.

Yours very truly,

POOLE, MCGONIGLE & DICK

/s/ I. R. Regan, Sec'y & Tres.

IRR/P

RG30, Bur. of Public Roads
E. 6 D, Gen. Corr. + Related Recs, 1955-59
Box 1129

July 15, 1953

Attachment

Parish, Heston & Clark
6300 N. W. Highway #1
Portland 12, Oregon

Attention: Mr. J. Hogan

Gentlemen:

Your Order 4020
Mill Order 11-40200

Continuing our conversation regarding subject order, we regret to advise that a portion of this order has been rejected but is set up for reroll in our next rolling cycle. Shipment is now expected by July 23.

We will follow this order closely and keep you advised of its progress.

Very truly yours,

KAMMER & JUEL CORPORATION

L. Heston
Sales Representative
Portland Branch Sales Office

Enc.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION TEN
P.O. BOX 160
Anchorage, Alaska

Comm R	.....
Chf Engr	.....
Admin	.....
Opns	.....
D & C	.....
B & F. Of	.....
Road Br	.....
Bridge Br	.....
Contracts	.....
Program Off	.....
Finance	.....
Pers	.....
Specs	.....
R/E C	.....
Salery	.....
Mr & K	.....

November 2, 1956

Subject: Time Extension, Hicks Creek Bridge
Contract No. 11-26-002-244
Four Glenn Highway Bridges

Northern Corporation
P. O. Box 2011
Anchorage, Alaska

Gentlemen:

The evidence furnished by you does not meet the requirements for a justifiable time extension as outlined in Paragraph 5(c) of Standard Form 23A, therefore we must deny your request for an extension of time on the Hicks Creek Bridge.

The reference to unforeseen subsurface conditions at Cache and Mendeltna Creek Bridges is felt to have no bearing on the situation as there were no unforeseen subsurface conditions involved at Hicks Creek.

It is quite possible that you have and can furnish adequate evidence to support your request for a time extension but in the absence of such evidence we will be forced to deduct liquidated damages from the final estimate.

You, of course, have the right to appeal this decision to the Contracting Officer as outlined in Paragraph 6 of the Special Provisions.

Very truly yours,

L. A. Hatchett
Assistant District Engineer

GENERAL CONTRACTORS



NORTHERN CORPORATION

P. O. Box 2011
ANCHORAGE, ALASKA

November 9, 1956

Department of Commerce
Bureau of Public Roads
Division 10, P. O. Box 160
Anchorage, Alaska

SUBJECT: Time Extension - Hicks Creek Bridge
Contract No. 14-26-002-244
Four Glenn Highway Bridges

Gentlemen:

Reference is made to your letter dated November 2, 1956, subject above.

Paragraph 5(C) of Standard Form 23a states in part as follows "nor the Contractor charged with liquidated or actual damages, as provided in paragraph (b) hereof because of any delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor."

We feel that the letter submitted from Foote, McConigle and Dick dated July 27, 1955, and the letter from Kaiser Steel Corporation dated July 15, 1955, wherein it was stated that the steel could not be obtained from the mills and that certain steel was rejected at the mills, is certainly unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Contractor placed the order for the structural steel on this contract March 28, 1955, which was twenty five (25) days prior to receiving the notice to proceed. In addition to numerous letters and telegrams, the Contractor made two personal trips to the steel supplier in an endeavor to improve the shipment of this steel.

We can see nothing further that the Contractor could have done to expedite the steel shipment. The circumstances causing the delay was not due to fault or negligence of the Contractor in any way.

In view of the above we request the Contracting Officer's decision in this matter.

Very truly yours,

NORTHERN CORPORATION

Emory C. Clark
Engineer

ECC:cs

RG30, Bur. of Public Roads
E.G.D., Gen Contr. Related Recs, 1955-59
BOX 1129

Office Memorandum • UNITED STATES GOVERNMENT

DEPARTMENT OF COMMERCE, BUREAU OF PUBLIC ROADS, DIVISION TEN, Anchorage, Alaska

TO : Wm. J. Niemi, Chief Engineer, Juneau

DATE: November 14, 1956

FROM : L. A. Hatchett, Ass't. District Engineer, Anchorage

SUBJECT: Time Extension - Micks Creek Bridge
Contract No. 11-26-000-214

Comm. R.	<i>[initials]</i>
Ch. Eng.	
Admin.	<i>[initials]</i>
Ops.	
Dist. C.	<i>[initials]</i>
S. & F. C.	
Road En.	
Bridge En.	
Contracts	
Program Off.	
Financy	
Pers.	
Supply	
M/E Off.	
Safety	
Materials	

Attached are two copies of an appeal to the Contracting Officer requesting consideration toward a time extension on the above subject bridge.

In addition to the text of the letter, the contractor has stated that, in his opinion, we are not justified in separating the three bridges (Micks, Cache and Mendeltna) which were tied together insofar as completion date by the specifications.

[Signature]
L. A. Hatchett

Attachments 2

Response w/Jan 11/19

United States
Department of the Interior
Alaska Road Commission

738'

WEEKLY REPORT

District Anchorage For Week Ending September 25, 1955
 Project Four Glenn Highway Bridges Work Began April 11, 1955
 Contract 14-26-002-244
 Contractor Northern Corporation Per Cent Complete 67.4
 Engineer in Charge John A. Lowell Probable Date of Completion July 5, 1955

Comm. <input checked="" type="checkbox"/>
Chf. Engr. <input checked="" type="checkbox"/>
Admin. <input checked="" type="checkbox"/>
Operations <input checked="" type="checkbox"/>
Road <input checked="" type="checkbox"/>
Bridge <input checked="" type="checkbox"/>
Const. Engr. <input checked="" type="checkbox"/>
R/W Off. <input checked="" type="checkbox"/>
Finance <input checked="" type="checkbox"/>
Pers. <input checked="" type="checkbox"/>
Supply <input checked="" type="checkbox"/>
S/E Off. <input checked="" type="checkbox"/>

ENGINEERING: Percent complete:
 Chickaloon - 63.5 Cache - 99
 Hicks - 54.5 Mendeltna - 95

General inspection of bridge construction. Cross-sectioned and staked Cache Creek for roadway fill. Cross-sectioned abutments at Mendeltna Creek.

Field trip by Barber & Lowell made 9-28-55 proved that some use of concrete pipe and bolts are of serious length. Mr Lowell is in charge in his conclusions as here reported.
 Sept 16-5-55

CONSTRUCTION:

The contractor erected the structural steel at Hicks Creek and placed the backwall concrete. The deck forms were partially finished also.

At Chickaloon River the structural steel was partially erected.

The deck forms were stripped at Cache Creek.

REMARKS:

The concrete for the deck at Hicks Creek should be in place next week and all structural steel erected at Chickaloon. The rivet bolts for the top and bottom flange splices on the interior beams at Chickaloon River Bridge are too long due to a reduction of thickness of the flange. The immediate cause for this is not apparent but is of serious concern due to the inability to tighten the bolts properly.

John A. Lowell
 (Signature of Resident Engineer)

ARC FORM 95
 SEPT 1955

(EXISTING STOCK MAY BE USED)

INTERIOR-TOTEM PRESS, JUNEAU, ALASKA

United States
Department of the Interior
Alaska Road Commission

738.

Chf. Engr.	<i>[Signature]</i>
Admin.	<i>[Signature]</i>
Spec.	<i>[Signature]</i>
D. & C.	<i>[Signature]</i>
Road Br.	<i>[Signature]</i>
Bridge Br.	<i>[Signature]</i>
Comm. Engr.	<i>[Signature]</i>
R/W Off.	
Finance	
Perf.	
Supply	
R/E Off.	

WEEKLY REPORT

District Anchorage For Week Ending Oct. 2, 1955
 Project Four Glenn Highway Bridges Work Began April 11, 1955
Contract 14-26-002-244
 Contractor Northern Corporation Per Cent Complete 70%
 Engineer in Charge John A. Lowell Probable Date of Completion July 5, 1956

ENGINEERING: Percent complete:
 Chickaloon - 68% Cache - 100%
 Hicks - 95% Mendeltna - 95%

General inspection of bridge construction. Staked roadway fill for Hicks Creek.

CONSTRUCTION: The contractor finished stripping the deck forms at Mendeltna Creek and placed the concrete deck, curbs and wing posts at Hicks Creek. At Chickaloon the balance of the structural steel beams, diaphragms and expansion plate were set in place. Form work for the deck at Chickaloon was also started.

REMARKS: The weather has turned considerably warmer during the past week and although the contractor heated the concrete at Hicks Creek, it was not necessary. The beams at Chickaloon were erected easily and aside from some slightly oversize holes the work should progress satisfactorily at Chickaloon River. With a break in the weather this bridge will be ready for traffic this winter.

John A. Lowell
 (Signature of Resident Engineer)

ARC FORM 95
 SEPT 1955

(EXISTING STOCK MAY BE USED)

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RG 30, Bur. of Public Roads
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 Box 1129

United States
Department of the Interior
Alaska Road Commission

738.

WEEKLY REPORT

Comm. R.	<i>[Signature]</i>
Chf. Engr.	<i>[Signature]</i>
Adm.	<i>[Signature]</i>
Ops.	<i>[Signature]</i>
D. & C.	<i>[Signature]</i>
Road B.	<i>[Signature]</i>
Br.	<i>[Signature]</i>
Co.	<i>[Signature]</i>
Fin.	<i>[Signature]</i>
Per.	<i>[Signature]</i>
Supply	<i>[Signature]</i>
R/E Off.	<i>[Signature]</i>

District Anchorage For Week Ending October 9, 1955
 Project Four Glenn Highway Bridges Work Began April 11, 1955
 Contract No. 14-26-002-244
 Contractor Northern Corporation Per Cent Complete 70%
 Engineer in Charge John A. Lowell Probable Date of Completion July 5, 1955

ENGINEERING:

Percent Complete:

- Chickaloon River Bridge - 60%
- Hicks Creek Bridge - 95%
- Cache Creek Bridge - 100%
- Mendeltna Bridge - 95%

General inspection of bridge construction.

CONSTRUCTION:

The Contractor installed the joint filler and waterproof membrane at Mendeltna Bridge and also erected and aligned the handrail. At Hicks Creek work was started on erecting the handrail. The form work for the deck at Chickallon was partially completed.

REMARKS:

The weather has been cold and clear this past week. The temperature varies from $+40^{\circ}$ during the day to a $+20^{\circ}$ at night. Mendeltna Creek is now ready for backfilling. All bolts in the flanges of the beam splices have been checked over and approximately 3% of the bolts were not acceptable.

John A. Lowell
 (Signature of Resident Engineer)

ARC FORM 95
 SEPT 1955

(EXISTING STOCK MAY BE USED)

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 E. 6 D, Gen Corr. & Related Recs, 1955-59
 Box 1129

United States
Department of the Interior
Alaska Road Commission

738

WEEKLY REPORT

District Anchorage For Week Ending October 16, 1955
Project Four Glenn Highway Bridges Work Began April 11, 1955
Contract No. 14-26-002-244
Contractor Northern Corporation Per Cent Complete 78%
Engineer in Charge John A. Lowell Probable Date of Completion July 5, 1956

ENGINEERING:

Per Cent Complete

Chickaloon River Bridge - 72%
Hicks Creek Bridge - 95%
Cache Creek Bridge - 100%
Mendeltna Creek Bridge - 95%

General inspection of bridge construction. Blue-topped road fill at Hicks Creek.

Comm. R.	
Chf. Engr.	WGL
Admin.	
Opn.	
S. & C.	
Wood	
Brick	
R.	
Plan.	
Per.	
Supply	
Off.	

CONSTRUCTION:

Mendeltna Creek Bridge was backfilled by the Alaska Road Commission forces and traffic was routed over the new bridge. The contractor then removed the detour bridge. Backfilling of the Cache Creek Bridge was also started. The sub-contractor for the roadway borrow, Clark Construction, placed the roadway fill at Hicks Creek and traffic is expected to be routed over this bridge the first of next week. The form work of the Chickaloon Bridge deck was completed and all re-steel was placed.

REMARKS:

Due to snow and cold weather the placing of the concrete deck at Chickaloon River will not be done until next year. The contractor will remove and stockpile the present bridge at Hicks Creek and then will shut down his operations for the year.

Note

John A. Lowell
(Signature of Resident Engineer)

ARC FORM 95
SEPT 1955

(EXISTING STOCK MAY BE USED)

INTERIOR-TOTEM PRESS, JUNEAU, ALASKA

RG 30, Bur. of Public Roads
E. G. D., Gen. Corr. & Related Recs., 1955-59
Box 1129

DEPARTMENT OF COMMERCE, BUREAU OF PUBLIC ROADS, DIVISION TEN, Juneau, Alaska

L. A. Hatchett, Highway Engineer, Anchorage

October 19, 1956

R. J. DeLahunt, Supervising Highway Construction Engineer

Time Extension - Hicks Creek Bridge, Contract 14-26-002-244

We do not have a copy of a letter from the contractor requesting an extension of time for the Hicks Creek Bridge. It can be assumed from Mr. Zimmerman's letter of September 8, 1955, to the contractor that a request for an extension of time was made in writing. If a letter from the contractor requesting an extension of time exists, please forward a copy of it to headquarters so that it may be fully considered.

In reviewing the two letters from the contractor's suppliers, which were submitted by the contractor to support his contention, our records indicate that the letter of July 15, 1955, refers to a customer's order No. 6020, which is a shipment of steel made from the rolling mills to the fabricator and, as far as can be determined here, includes only low alloy steel for the Chickaloon River Bridge. A customer's order No. 6226 has been located covering part of the low alloy steel for the Hicks Creek Bridge. Unless the contractor can produce evidence to the contrary, it would seem that the customer's order No. 6020 does not include any steel for the Hicks Creek Bridge.

Since the burden of proof of delay is up to contractor and a time extension could be considered only under the conditions set forth in Paragraph 5(c) of Form 23A, it is suggested that the contractor be requested to submit further evidence to the causes of the delay, to show that unusual causes beyond his or his immediate supplier's control contributed to the delay in completion of the Hicks Creek Bridge.

R. J. DeLahunt

JALowell/bn

RG30, Bur. of Public Roads
E.G.D., Gen Corr. & Related Recs, 1955-59
Box 1129

BUREAU OF PUBLIC ROADS

L. A. Hatchett, Highway Engineer, Anchorage

October 31, 1956

M. M. Flint, Division Engineer (RJD)
Juneau, Alaska

Time Extension, Hicks Creek Bridge, Contract No. 14-26-002-244

Reference is made to your memorandum of October 25, 1956, with attached correspondence from the contractor's suppliers, and to the contractor's letter of August 16, 1955, addressed to the District Engineer, requesting a time extension of 30 days on the Hicks Creek, Cache Creek and Mandeltna Creek Bridges due to unforeseen subsurface conditions at Cache and Mandeltna Creek Bridges, and the late arrival of structural steel for these bridges. Change Order No. 5 recognized the unforeseen subsurface conditions at Cache and Mandeltna and provided 10 days time extension for these two bridges. The claim of late delivery of steel had no bearing on this time extension. The Hicks Creek Bridge time extension must be considered entirely on the basis of the delivery of steel, since unusual subsurface conditions did not affect this bridge.

As stated in our memorandum to you of October 19, 1956, on this subject, the burden of proof of delay is up to the contractor and he must show that the delay was due to causes beyond his control as set forth in Paragraph 5(c) of Form 23A. This paragraph provides that the contractor may not be charged liquidated damages if the delay in performance of the contract is due to unnatural conditions such as strikes, embargoes, fire, etc., and also applies to the contractor's suppliers. The mere failure of a supplier to furnish material on time is considered as a hazard that the contractor must assume.

The evidence furnished by the contractor cannot be considered as justifying a time extension.

Therefore, it is suggested that the District deny the contractor's request for an extension of time on the Hicks Creek Bridge on the basis of the evidence received. Liquidated damages for the delay involved should be deducted on the final estimate.

JALowell/bf