

RG 30 RECORDS OF THE BUREAU OF  
PUBLIC ROADS

WASHINGTON OFFICE

GENERAL CORRESPONDENCE AND  
RELATED RECORDS, 1912-65.

1955-1959

ALASKA MAINTENENCE BY AGREEMENT 1955-59  
THRU  
ARIZONA CONTRACTS 4 JULY 55-DECEMBER 59

BOX NO.  
1132

HM 1991

RG 30, Bur. of Public Roads  
E. 6D, Gen. Corr + Related Recs, 1955-59  
BOX 1132

Alaska Maintenance By Agreements

1957-59

RG 30, Bur. of Public Roads  
E. 6D, Gen Corr + Related Rans, 1955-59  
Box 1132

BUREAU OF PUBLIC ROADS

Alaska

~~Alaska Mater~~

Xref  
P. C. Turner, Deputy Commissioner

June 30, 1959

26-11

C. W. Enfield, General Counsel

Existing maintenance agreements between the Bureau of Public Roads and cities or towns in Alaska

Reference is made to the letter of June 10, 1959, from Regional Engineer Niemi to Mr. Richard A. Downing, Commissioner, Alaska Highway and Public Works Department, a copy of which is attached. Mr. Niemi states that existing maintenance agreements between the Bureau and cities or towns in Alaska for reimbursement for maintenance work performed by them on sections of the Federal-aid system within their corporate limits will become void after June 30, 1959, due to the repeal, effective July 1, 1959, of section 116(d) of title 23, United States Code, by P. L. 86-70, the Alaska Omnibus Act.

We cannot agree with Mr. Niemi's statement in view of the following provisions of the law:

1. Section 21(b) of the Alaska Omnibus Act, P. L. 86-70, approved June 25, 1959, provides that any contract entered into by the Federal Government in connection with the activities of the Bureau of Public Roads in Alaska, which has not been completed on the date of the transfer, may be completed in accordance with its terms.
2. Section 21(c)(2) of the Alaska Omnibus Act provides that Federal-aid funds apportioned to Alaska for fiscal year 1960 and prior fiscal years, unobligated on the date of enactment, may be used for maintenance of highways on the Federal-aid systems in Alaska.

We are of the opinion, therefore, that such existing agreements concerning maintenance could be carried out according to their terms and that they will not become void solely by reason of the repeal of said section 116(d). As long as funds are available for maintenance to make payments under contracts in existence for maintenance work by cities or towns, there would seem to be no question as to their legality and effectiveness.

We wish to point out, however, that the existence of these agreements would in no way preclude the State from making any arrangements with cities or towns for maintenance work as the State may consider desirable.

Attachment  
MEMicholson:ert

Files (2); Gen Counsel; Legis; Chron  
Contracts; Prec

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Box 1132

**REPORT OF PUBLIC ROADS**

*Alaska  
Alaska Maint  
Auth. 1*

**Mr. C. H. Infield**

*X reg*

**March 12, 1939**

**Re: Mr. Roy, c/o R. L. May, Jr.**

**21-21**

**Authority of the Bureau of Public Roads to construct and maintain roads for the State of Alaska on a reimbursable basis in the event that responsibility for road construction and maintenance now performed by the Bureau is transferred to the State of Alaska.**

**I**

**ISSUE**

You have inquired whether the Bureau of Public Roads would be authorized to construct and maintain roads for the State of Alaska on a reimbursable basis in the event that the Bureau's existing authority to construct and maintain roads in that State is terminated.

**II**

**RELEVANT LEGISLATION**

On January 27, 1934, President Hoover's Executive Order provided for the construction and maintenance of roads in the Territory of Alaska (39 Stat. 614). Pursuant to this act there was established a board of road commissioners, to be composed of three officers of the United States Army, one of whom was to be an engineer officer, all to be appointed by the Secretary of War. This board was authorized under the terms of the act to locate, lay out, construct, and maintain wagon roads and pack trails from any point on the navigable waters of the district to any town, village or other substantial camp or settlement. Funds to carry on these duties were derived from liquor, occupation, and trade taxes.

The act establishing the board of road commissioners was amended by the Act of May 24, 1936 (50 Stat. 1224). On June 24, 1939, President Hoover approved an act (57 Stat. 414) transferring the duties and authority conferred by the board of road commissioners and the Secretary of War to the Secretary of the Interior who was authorized to exercise all laws pertaining to the construction and maintenance of roads and trails and other works in Alaska. With the approval of the President, the Secretary of the Interior was authorized to distribute the duties and authority conferred upon him in such manner as he might deem proper.

*Alaska Maint.*  
*FH ALASKA*  
*Cooperative Agreement*  
 May 16, 1958

Mr. E. H. Swick, Regional Engineer  
 Juneau, Alaska

Paul F. Royster, Assistant Commissioner  
 Washington 25, D. C. Paul F. Royster

We have recently reviewed the Alaska Federal-aid maintenance agreements, with the various cities and towns, which were executed last year for the fiscal year ending June 30, 1958.

We recognize that the estimated amounts set up last year were not based on previous performance records in each case, as we were taking on a new responsibility for which we did not have a sound basis for estimating. The estimated costs of the work in the various cities and towns did not seem entirely consistent taking into consideration snowfall, icing conditions, etc. In order that some pattern can possibly be developed from the performance record over the past year, we would appreciate your comments relative to the actual cost of the maintenance operation within the various cities and towns. You may feel however that weather conditions during the past winter were not normal and for that reason experience gained is not comparable to that which may be anticipated in the future.

Before entering into maintenance agreements for the 1959 fiscal year, however, we believe the past season's record should be appraised and provisions made next year if necessary, to cover features that were perhaps brought to light during the past year's operation. One feature we would like to see maintained in each of the reimbursable type of maintenance agreements, is the provision for periodic inspection by Bureau engineers. This feature has been omitted in some of the past reimbursable agreements.

*EGW*  
 TLHaskell/EEErhart:tb  
 cc: Files (2) ✓  
 Federal Hwy. Projs. Div.  
 Mr. Royster - Room 6019  
*5/19*

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23-10

BUREAU OF PUBLIC ROADS

(Alaska) Maintenance

Mr. Harold Allen  
Chief, Physical Research Division

February 11, 1958

E. E. Erhart, Chief,  
Federal Highway Projects Division

Maintenance of Roads in Alaska

Last fall during my visit to Region 10 in Alaska, the difficulty in correcting slide areas and slipouts was brought to my attention. Also in numerous construction and maintenance reports from that area, we noted where fill material was repeatedly being placed in slipout areas. Unless corrective measures can be taken to eliminate the cause of such slides, it appears that repeated fill replacements could eventually become quite costly.

As it was understood that many slipouts were at least in part due to subsurface water problems, I suggested that the use of horizontal drains be given consideration as a corrective measure. Enclosed is a copy of Mr. Swick's February 5 memorandum to Mr. Royster forwarding a report by Mr. Klockenteger, Construction Engineer, in response to my suggestion. It will be appreciated if you will kindly review this report and give us your comments on the matter and any suggestions for correcting the difficulty that you may have to offer.

Attachment ✓

*C.A.F.*  
CALewis/amm

cc - Files (2) ✓  
Federal Highway Projects Div.  
Mr. Royster - Room 6019

2/12h

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BUREAU OF PUBLIC ROADS

## Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. Paul F. Royster, Assistant Commissioner  
for Operations, Washington, D. C.

DATE: February 5, 1958

FROM : E. H. Swick, Regional Engineer 10  
Juneau, Alaska

SUBJECT: Alaska Maintenance

This is written in reply to your memorandum of January 22, 1958, concerning the possible use of horizontal drains at slide areas along the Richardson Highway.

This office has reopened the study of the practicability of horizontal drains, particularly of the type which are drilled into embankments and hillsides. The attached initial report by the Region Materials Engineer is not too encouraging. It is obvious, however, that we must keep the roads open until the problems are solved and for that reason you will continue to read in our reports that fill replacements are being made as necessary to keep the highways repaired in a safe manner. These are continuing problems that require solution through close engineering study but are not of such magnitude that other tasks of the Region and the Districts should be subordinated to them.

We propose to do some exploratory drilling at several of the larger slip areas. Perhaps the answers will emerge from this work. For your information, these slips have become more apparent since pavement was placed on the roads. In previous cases the movements have generally been so slow that normal blade surface maintenance has taken care of the settlement, with occasional replenishment of gravel by maintenance crews.

We would appreciate your comments on Mr. Klockenteyer's report. Any material you may have on drainage of glacial silts would also be helpful.

Attachment

Mr. R. J. DeLaHunt, Supervising Highway  
Construction Engineer, Juneau

February 4, 1958

W. S. Klockenteger, Highway Construction  
Engineer (Materials), Juneau

### Use of Horizontal Drains for Slide Stabilization

Mr. Erhart, from Washington, D. C., who visited Alaska last October, 1957, suggested a study be made in Region 10 involving the feasibility of using horizontal drains to aid in the correction of slide areas and slip-outs.

The principal function of horizontal drains is to remove subsurface water from hillsides, cut slopes and fills. They are used in an effort to prevent slides by correcting the conditions that cause them in certain types of soil formations. They perform this function by removing the subsurface water, either from the mass of sliding soil, or from its source in the adjacent area.

Information regarding the method of construction and the degree of their success has been solicited from experienced State highway departments, (California, Oregon, and Oklahoma). On the whole, the reports from these States were favorable as far as their own problems were concerned, but it was found that their problems were much different than those in Alaska. The soil in these States contain considerable quantities of clay and have plasticity.

The predominant soil encountered in Alaska has an extremely high silt content with little clay and a liquid limit less than fifty. In most cases, the degree of plasticity is feeble or does not exist. The permeability (a measure of the rate or volume of flow of water through a soil) of silt is greater than clay. A soil having a clay content lower than 40 percent, a volumetric change below 30, and a liquid limit under fifty percent is drainable. In



Mr. R. J. DeLaHunt

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February 4, 1958

other words, excess water would percolate by gravity through the silt mass and not form underground reservoirs or accumulations at slippage planes. When the silt becomes supersaturated with water beyond the limits of percolation, the soil particles as well as the water tends to flow. This characteristic tends to fill the voids of granular type drains (such as french drains) with silt particles, or clog the perforations in perforated pipes. Here in Alaska we have had drainage structures composed of perforated pipe and select granular material which have failed to function in less than two years because of silt infiltration or permanent freezing.

The deep silty soil regions in the Interior of Alaska along the Copper River are in the permafrost zone. The silt banks encountered on the Richardson and Glenn Highways are supersaturated silt banks which have been permanently frozen. A horizontal drain would not function because it would permanently freeze the first winter. The surface foot or two of material exposed to the sun will run like water, caving the surface only and filling the ditches.

The soil of Coastal Alaska is, on the whole, thin layers of silty soil mixed with organic substances, including many roots, overlaying steep bedrock slopes. Actually, major slides have not been too prevalent in the Coastal region.

Each of the District Engineers of our four major districts have been quizzed regarding the use of horizontal drains and, without exception, the use of horizontal drains was doubtful for use in their respective districts. Consequently, it appears to be a consensus of opinion that horizontal drains are undoubtedly effective in many localities, but their use in Alaska would be very limited and would not justify the cost of expensive equipment.

Mr. R. J. DeLaHunt

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February 4, 1958

On the other hand, the District Engineers and I feel that some of the surface slides in cut sections could be alleviated to a considerable degree by ditches above the cuts which would intercept the surface water and direct it to culverts in the fill sections. It is recommended that ditches should be included in all Alaska highway work.

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24-70

BUREAU OF PUBLIC ROADS

ADMINISTRATIVELY RESTRICTED

Mr. E. H. Swick, Regional Engineer  
Juneau, Alaska

F. C. Turner, Deputy Commissioner  
Washington, D. C.

Region 10 Organization

OT M 2 Alaska  
Cutter 1  
Alaska Coast

Alaska Maint

4-10-58

See Mrs Fletcher's  
restricted files

Mr. C. W. Enfield, General Counsel

December 9, 1957

Paul F. Royster, Assistant Commissioner

~~James L. Johnson~~

Attached are copies of maintenance agreements between the Bureau of Public Roads and the cities of Juneau and Wrangell.

The submitted agreements have been executed by Mr. Swick in accordance with his delegated authority.

The Juneau agreement provides that the city will perform the maintenance work on part of FAP Route 95 within the city limits. Included also for Bureau maintenance is part of FAS Route 9561 within the city. The Bureau will reimburse the city for all valid maintenance costs on the valid portions of these two routes.

The Wrangell agreement provides for the Bureau to perform maintenance on part of FAS Route 943 within the city.

The agreements have been reviewed here and appear adequate to cover the proposed work.

## Attachments

*6/5/5*  
TLHaskell/amm

cc - Files (2) ✓  
Federal Highway Projects Div.  
Mrs. Alm - Room 6046

12-9-57

*Genl Counsel*

Mr. H. E. Cunningham, Chief,  
Contracts, Claims and Compliance Division

November 26, 1957

T. B. Foote

Comments on form of Alaska Maintenance Agreements

At your request, I have reviewed maintenance agreements between Public Roads and the Cities of Sitka, Douglas, Fairbanks, Nome, Anchorage, Cordova, Seward, Ketchikan, Kodiak, Palmer, and the Town of Valdez and have the following comments to offer thereon:

The maintenance responsibilities should be set out clearly in the agreements, that is, which party is responsible for maintenance of a particular route. If this is done, it will be apparent at once which party is undertaking maintenance for the other.

It should be made clear which party will pay for maintenance performed or will reimburse the other party for the particular work.

A limit on Public Roads financial participation should be clearly stated in each agreement and the particular agreement should be modified in that respect before the limit so set is exceeded.

A statement covering allowance or non-allowance of overhead costs should appear in the agreement.

As general comments, it may be noted that the term "the Public Roads" has been used and omission of the article "the" would be preferable. Also, the inclusion of a modification provision to the effect that the agreements may be modified upon such terms and conditions as are mutually agreeable would be desirable.

TBFoote:vcn

cc: Files ✓

Mr. T. B. Foote

Legal

*4-28-58*

STANDARD FORM 14  
REVISED MAY 1952  
PRESCRIBED BY GENERAL  
SERVICES ADMINISTRATION  
REG-7-1X-20100

# TELEGRAPHIC MESSAGE

OFFICIAL BUSINESS—U. S. GOVERNMENT

17  
E. H. SWICK  
BUREAU OF PUBLIC ROADS  
JUNEAU, ALASKA

REFERENCE ROAD MAINTENANCE IN HYDER AREA, ALASKA, NO LEGAL OBJECTION TO CONTRACTING WITH AGENCY OR DEPARTMENT OF CANADIAN GOVERNMENT TO PERFORM THE MAINTENANCE WORK UNDER CONTRACT WITH PUBLIC ROADS. PRESUME CANADIAN AGENCY HAS AUTHORITY TO OPERATE ITS EQUIPMENT AND PERSONNEL IN ALASKA ABOUT WHICH WE RAISE NO QUESTION AND LEAVE SUCH MATTER ENTIRELY TO CANADIAN AGENCY. SUGGEST CONTRACT BE PREPARED ON BASIS OF PAYMENT FOR UNITS OF WORK AT AGREED UNIT PRICES CONSISTENT WITH COSTS THEREOF RATHER THAN ANY ARRANGEMENT ON AN ACTUAL COST BASIS WHICH WOULD REQUIRE ITEMIZING ALL COSTS AND EXPENSES. MATTER HAS BEEN CLEARED WITH ROYSTER AND ALLEN. YOU MAY PROCEED WITH NEGOTIATIONS AS BEST INTERESTS OF UNITED STATES MAY APPEAR.

ENFIELD

HEC:mb

cc:

Mr. Allen  
Mr. Royster  
Legal 7

} Sent

10-11-57

7

Alaska Maint.

FROM DEPARTMENT OF COMMERCE

BUREAU PUBLIC ROADS

CHG. APPROPRIATION

WASHINGTON, D. C. OCTOBER 19, 1957

GPO 1954 O-373780

RG 30, Bur. of Public Roads  
E. 6D, Gen Corr + Related Recs, 1955-59  
Box 1132

BUREAU OF PUBLIC ROADS

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. J. C. Allen, Assistant Commissioner for Administration, Washington 25, D. C.

DATE: September 2, 1957

FROM : E. H. Swick, Regional Engineer  
Juneau, Alaska

10

SUBJECT: Alaska Maintenance - Hyder Area

*cc unit  
7-22-57*

When may we expect a reply to our memorandum of July 19 on transfer of maintenance in the Hyder area to the Canadian government.

*MP*

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. Enfield, General Counsel •

DATE: July 25, 1957

FROM : C. F. Barker, Acting Chief Accountant

SUBJECT: Alaska Maintenance - Hyder Area

Attached is a memorandum of July 19 from Mr. Swick and the file which accompanied his memorandum.

It will be appreciated if you will advise us as to the legal propriety of the proposed contract with the Canadian Government.

Attachment

37  
7/26/57



Mr. Enfield, General Counsel

July 25, 1957

C. F. Barker, Acting Chief Accountant

Alaska Maintenance - Hyder Area

Attached is a memorandum of July 19 from Mr. Swick and the file which accompanied his memorandum.

It will be appreciated if you will advise us as to the legal propriety of the proposed contract with the Canadian Government.

Attachment

*ans*  
AMSelke:slc

cc: Files (2)

Mrs. A. Selke

Mrs. A. Culley