



### LEADING THEM TO SAFETY

Daphne, a ship owned by Pacific Western Lines, heads out into the choppy waters of Cook Inlet Tuesday afternoon leading Limpia, owned by Northern Corp., and Swallow, a crew boat owned by Cook Inlet Marine Co. The two smaller boats were endangered by the choppy waves and smashing ice floes Tuesday afternoon as they lay next to the main dock at the port as it was battered

by 55 mile-an-hour winds. Daphne pulled Limpia 6 out into the inlet while the Swallow, with a broken rudder cable, was hand-manuevered by crew members away from the dock where it was pinned for a time by the ice. Here, the boats are on their way to tie up at the permanent barges anchored about a mile out in the inlet. One of the dock stanchions is in the foreground.

## Conflicting Diagnoses Cloud Dock Work Plans

By BOB MILLER  
Times Staff Writer

Future construction plans for the heavily damaged addition to the city dock are clouded today by sharply conflicting engineer reports and complex legal problems that surround the issue of who will be blamed for the damage.

Orville Kofoid, an engineer with Swan-Wooster Engineers of Portland, Ore., told the City Council Tuesday night that the

\$2.4 million dock is damaged "beyond practical repair." The port area took an additional lashing earlier Tuesday from winds that whipped up the inlet with gusts up to 55 miles per hour, smashing ice floes against the main dock and ripping the roof off the old ocean dock.

The old dock, now considered the responsibility of the Alaska Railroad, was condemned several years prior to the 1964

earthquake and is not used. The roof, approximately 100 feet long and 30 feet wide, was torn off by the whipping winds and walls of the dock structure collapsed. Railroad officials were slated to inspect the damage today.

Kofoid's report differs sharply from the report of Lounsbury, Sleavin and Kelly (LSK), the engineering firm that designed the dock and has served as consultant during construction. The designing firm has suggested that the dock is repairable and it is possible to finish construction on the entire facility this season in spite of the damage.

The only area of agreement in the two reports concerns what caused the damage—ice formations that fell from the battered piles, cracking and breaking the vertical concrete piles.

City Manager Ben Marsh outlined three alternatives for the City Council, but he indicated he favors a course of action that would have the city terminate the contract with Lounsbury, Sleavin and Kelly, institute a damage claim against the firm or its insurance carrier, hire a new engineer and let bids on the reconstruction after close-out payments are made to Swalling-General, the present contractors.

Another alternative, he said, is to direct LSK to redesign the dock according to Kofoid's recommendations and let LSK negotiate change orders with the contractor. This alternative also includes a damage claim against LSK.

The third possibility is to go along with the repair recommendations of LSK.

Council decided to have another meeting next Tuesday night after giving the two engineering firms time to get a little closer together on their recommendations.

Kofoid, who has recommended the dock be removed and reconstruction started on the piles, indicated he does not favor a compromise between the two reports.

"I'd like to go by my recommendations. I don't want to be talked out of them."

Harvey Pittelko, representing LSK, has said the new piles can be placed by drilling through the deck—not removing it—and the process will not weaken the prestressed concrete slabs.

Mayor Elmer Rasmuson said the council will have to decide

# City Attorney Gives Opinion On Dock Damage Liability

By CAMERON EDMONDSON  
Daily News Staff Writers

In the opinion of the Anchorage city attorney "it is probable that the engineers are liable for the defective design of Terminal No. 2," the north extension of the city dock now under construction that has been badly ice damaged.

ATTORNEY Karl Walter carefully skirted the question of contractor liability but acknowledged the

city is probably liable to the contractor for damages if, as it appears, "the city has no choice but to suspend the work until such time as the contractor is able to perform adequate work under the contract."

The city probably cannot terminate the contract without paying a costly settlement to the contractor, Walter said in the legal report prepared for presentation to the Anchorage City Council at a special meeting to be held tonight.

It was made public when submitted to a meeting of the Port Commission last night but received little more than passing notice. At the meeting, a verbal battle developed over whether an immediate recommendation of the commission should be made to the city council.

CHAIRMAN Wallace Martens indicated he felt the group should recommend acceptance of an anticipated joint engineering report of redesign of the dock to be made public today.

Martens apparently felt that such a recommendation is needed to speed the project along and reduce costly delays. Commissioners William O'Neill and Robert Baum declared they were in no position to make a decision until they had an opportunity to review

sections in such a manner that they would eventually have to relieve load stresses by cracking.

Such a cracking could be sufficiently violent to toss a deck crane into water below, Walter said.

WALTER then pointed out that the damages for professional negligence are generally measured either by the difference in value before and after construction, or by the cost of correcting the defect.

Any law suit would have to be for the latter and it would be difficult to obtain more than any insurance coverage—the amount of which is presently unknown to him—Walter said.

"It should be pointed out," Walter continued, "that proof of negligence or malpractice where a professional skill is involved is extremely difficult because of the judgment factor and the reluctance of experts to testify against another member of their profession. However, at this stage of evaluation, the liability of the engineers cannot be excluded."

AS FOR contractor liability, Walter said, "There are many tests which should be made before the contractor should be excluded."

If the city should unilaterally terminate the construction contract, Walter said, it would probably be liable for damages to include payment for work performed, demobilization costs and anticipated profits of the contractor.

The city council tonight in considering the issues, including revised redesign recommendations of the two engineering firms, will be faced with a pressing need for positive action.

Reportedly, the contractor—Swalling-General—is about ready to return to work and a decision will be necessary as to whether he is to be permitted to work according to some set of design specifications or not. If not, he will be entitled to some undetermined sum in penalty payments from the city for stand-by time for every day he is prevented from working.

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redesign reports of the two engineering firms involved.

Baum said they could be voting to accept a poor dock with constant repair costs. At this point he was angrily overriden by Chairman Martens who took the parliamentary floor away from him.

MARTENS snapped that he was not calling for a debate on the qualifications of the engineers.

Commissioner V. E. Deane sided with Baum and O'Neill, saying he was willing to consider a change of design but not sight unseen.

"There are too many intangibles to get an answer right now," Deane declared.

O'Neill asked Martens if he had some good reason unknown to the other commissioners that a suitable compromise on redesign would be reached by engineers of original designers Lounsbury, Sleavin and Kelly and the city's new consultants Swan and Wooster of Portland, Ore.

MARTENS replied that he did not have any information other than the fact that the city council had directed the two firms to seek a compromise on design.

After some further discussion, O'Neill said to Martens:

"I feel that you are trying to pressure us into making a premature recommendation to the city council."

O'Neill, who is a mining engineer and consultant, then said that if the engineering firms make a design compromise he will want background data on the qualifications of both companies before making any recommendations to the city council.

THE commission agreed to meet with the engineers today, hear their report, then hold an executive session to decide on a possible recommendation to the council.

Port Director Russell Painter was then asked by O'Neill a recent appointee, to provide a review of the qualifications of the LSK firm as presented at the time its dock design was accepted.

In the report of the city attorney, which the commission set aside for further consideration after receiving copies just before the meeting opened, attorney Walter stated:

"The engineers (Lounsbury, Sleavin and Kelly) failed to use the care, caution and skill necessary to furnish the city with an adequate dock."

WALTER then outlined three reasons for his conclusion. First, he said, facts show that damage was done to the dock before any "catastrophic event" as claimed by the engineers. Pile caps were damaged by warping batter or brace piling before any ice ever fell, he explained.

"The failure to compensate for the loads and conditions would appear to be beyond the realm of speculation over judgment and in the field of predictable and anticipated conditions, Walter concluded.

Next the attorney rejected the theory of catastrophic conditions, or "an act of God" that could not be anticipated.

Because of the known ice conditions, the novelty of design and the exceptional tides in the dock area, the effect of the dropping ice should have been anticipated, Walter claimed. Failure to use a conventional solution to the ice problem in the sub-structure design would "dictate greater care and caution in the determination of the effect of ice on the design structure," he added.

In a third point the attorney said the design would tie down the prestressed concrete deck

### Furnace Oil Found Under City Dock

A blanket of heavy furnace oil under the city dock Friday caused some concern because of tanker unloading operations until it was discovered the oil was coming from an old line to a tank farm being removed by a contractor.

Port Director Russell Painter said, he alerted the U.S. Coast Guard who contacted the contractor and advise him to halt the spillage.

Four tankers arrived almost in a bunch, during the weekend period and Painter said two tankers will be unloading simultaneously today for the first time in the Port's history. One will be at the petroleum wharf, the other at the general cargo dock.

\$3.8 MILLION

Anchorage Daily News, Friday, April 22, 1966

## Thirteen Underwriting Firms Named In City Quake Suit

A \$3.8 suit has been filed in U.S. District Court here against 13 underwriters holding policies on the Anchorage dock at the time of the 1964 earthquake.

THE SUIT was filed yesterday by the City of Anchorage and its trustee, the First National Bank of Seattle.

The dock facility, the suit contends, suffered \$4.7 million in damages from the earthquake.

The earthquake lowered dock 3.7 feet and its twisting motion weakened supporting pilings to the point where "virtual" dismantling of the entire dock will be required to restore it to its original condition, the city contends.

Holding the largest percentages of the policies issued are Lloyd Underwriters, the city seeks the \$3.8 million settlement along with interest at the rate of seven per cent per annum from the time of the quake.

PROOF OF partial loss submitted to the underwriters by the city May 5, 1964 has resulted in partial payment of \$750,000.

Final proof of loss submitted Feb. 23, this year has not been paid to date, the suit maintains.

The city is seeking the \$3.8 million settlement along with interest at the rate of seven per cent per annum from the time of the quake.

Anchorage, Alaska 99501, Friday, April 21, 1967

## The Anchorage Dock Problem

THAT THE City of Anchorage is in serious trouble with regard to its dock addition there can be no remaining doubt.

The engineering reports are in and they confirm that the project—an extension designed to increase the port's cargo handling capacity—cannot be completed within the original plans.

The project is being financed through a bond sale approved by the people of Anchorage. It was to have cost about \$3.8 million and, with the tonnage gains possible through expansion, it would appear to be a sound investment.

Failure to plan the project properly is a costly error. The project price may go up. Delays and attendant revenue loss are almost certain. Where the responsibility lies is a question that ultimately may be decided by the courts. It is a matter that should not be taken lightly or judged before all the facts are available.

WHAT IS important now is that the council make the best possible choice among the many unpleasant alternatives suggested for salvaging the situation. A second mistake would be inexcusable.

The pattern of Alaska's water commerce is being molded in these days of growth. Whittier, Seward and Kenai have a stake in the outcome, as well as Anchorage.

The successful completion of the dock extension, in a manner that will not result in costly maintenance and repairs for the life of the facility, is an absolute necessity if Anchorage is to remain a major contender for south-central Alaska shipping business.

THE COUNCIL must measure its alternatives against the importance of early completion of a secure dock, and against the need to minimize the loss of public funds that is certain to occur. — J.R.

ANCHORAGE DAILY NEWS, Thursday, April 20, 1967

## Japanese Shipping Co. Team Studies Port, Inlet

Representatives of the Tokyo Shipping Co. Ltd. have been in Anchorage since Monday studying shipping facilities here and navigational conditions in Cook Inlet.

CAPT. TOYOJI Hanabusa, marine superintendent for the company, heads up the team. He is expected to skipper a ship that will bring large components from Japan for the Collier Chemical and Carbon Co. petrochemical plant at Port Nikiski.

Plans call for a number of the components to be transferred at the port of Anchorage from the ship to landing craft that will beach near the plant.

Ship's tackle will be used

to make the transfer to the landing vessels. The largest single component, a 500-ton unit, will be brought across the Pacific Ocean on an LST type vessel that will beach at Port Nikiski to unload.

TOKYO SHIPPING is also scheduled to tow across from Japan four large mooring dolphins for the Drift River tanker terminal now being fabricated in Japan. The giant dolphins which will be floated across and sunk in place will be welded in pairs for the tow across the Pacific.

Both shipments are scheduled for this construction season with the Collier equipment to arrive in September.

### Port Post Won By Erwin Davis

Erwin Davis, who has been operations manager at the Port of Anchorage since last fall, has been named assistant director of the port, according to City Manager Ben Marsh.

He fills the position vacated by Russ Painter when he was named director to succeed Capt. A. E. Harner who resigned earlier this year.

Air pollutants are now costing the nation \$11.5 billion annually in damages.

ANCHORAGE DAILY NEWS, Thursday, April 20, 1967

## Port Promotes Erwin Davis

The Port Commission has approved the recommendation of Port Director Russell Painter that Erwin Davis be promoted to the position of assistant port director.

City Manager Bernard Marsh said late yesterday that he concurs in the personnel change because of Davis' demonstrated abilities and because it is the recommendation of both the commission and the director.

Davis is presently operations manager at the port. Painter said that position will be left open following the promotion of Davis, in keeping with a city-wide effort to effect economies in administration.