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THE ALASKA CHAPTER\*

# ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.



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RESPONSIBILITY  
INTEGRITY

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WILLIAM E. SCHNEIDER  
MANAGER

October 3, 1985

Fred F. Zharoff  
Box 405  
Kodiak, AK 99615

Dear Senator Zharoff:

The U.S. Department of Housing and Urban Development recently compared the delivery of municipal services by both the private sector and the public sector. I have enclosed a summary of the study's major findings. I think you will find these findings are interesting particularly with regard to cost savings.

According to the report, which covers asphalt paving and other work sometimes performed by local governments, private firms perform more efficiently - 96 percent more so in the case of asphalt paving - and deliver a product or service that is of a higher quality.


Almost all services provided by municipalities were significantly more costly than those provided by private contractors. Private contractors were found to be more efficient because they tend to: 1) require more work from their employees; 2) use less labor intensive means in their projects; and 3) give line managers more responsibility, including making decisions on hiring and firing employees.

You are concerned with costs and productivity. This government study points toward private contracting as a means of assuring quality construction with substantial cost savings. This study could well apply to state projects as well as municipal projects.

If you are interested in receiving a full copy of the HUD study, please contact our office. I am interested in your views.

With best personal regards,

ALASKA CHAPTER  
ASSOCIATED GENERAL CONTRACTORS

  
George W. Easley  
President

GWE:WES/dlc

Enclosure

cc: AGC Executive Committee

ForceAcc:lc

\* "AN AWARD WINNING CHAPTER"  
CHAPTER OF THE YEAR - 1981  
CHAPTER PRESIDENT OF THE YEAR - 1981  
CASHMAN MEMBERSHIP TROPHY - 1982



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## THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

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Construction by Contract Bulletin #85-1  
August 9, 1985

TO: Construction by Contract Committee  
AASHTO-AGC-ARTBA Joint Committee  
Asphalt Pavement Committee  
Chapter Managers

SUBJECT: Federal Government Report Confirms Long-Held AGC View That Contracting Out Is More Cost Effective Than Performing Work With Government Employees

A recent Department of Housing and Urban Development (HUD) report, "Delivering Municipal Services Efficiently," confirms AGC's view that work that is contracted out to private firms is performed more efficiently, resulting in a better work product and substantial savings for the tax-paying public. According to the report, which covers asphalt paving and other work sometimes performed by local governments, private firms perform more efficiently - 96 percent more so in the case of asphalt paving - and deliver a product or service that is of a higher quality. The following are some highlights of the study.

- Almost all services provided by municipalities were significantly more costly than those provided by private contractors.
- Private contractors were found to be more efficient because they tend to: 1) require more work from their employees, 2) use less labor intensive means in their projects, and 3) give line managers more responsibility, including making decisions on hiring and firing employees.

The savings that can be obtained through the use of private firms is well illustrated by the findings on asphalt paving. According to the report, asphalt paving performed by local governments is 96 percent more costly than similar work done by private contractors. Additionally, private asphalt pavement contractors turned out a work product that is superior to that of local governments. (Attached are the main findings of asphalt pavement portion of the report.)

RECEIVED

AUG 11 1985

THE FULL SERVICE CONSTRUCTION ASSOCIATION FOR FULL SERVICE MEMBERS

Associated General Contractors

Productivity was found to be a key for the overwhelming efficiency of asphalt pavement contractors. Workers employed by asphalt pavement contractors were four times more productive than local government employees. (Contractor employees, it was found, averaged 4,508 tons of asphalt laid per year compared to 1,180 tons for municipal employees.)

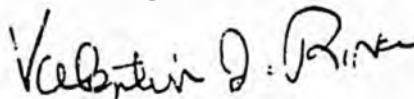
The use of private contractors provides the tax-paying public benefits that extend beyond efficiency. For example, by using the contract method of construction:

- The general contractor provides centralized responsibility for the project.
- The price is firm and guaranteed by the contract, and the public has no risk of cost increases. All of the variables the market-place, such as increases in material prices, wages and shortages are borne by the private contractor.
- Timely completion is assured by a liquidated damage provision.
- Faithful performance is backed by performance and payment bonds.
- Risk of damage during construction is borne by the contractor, not the public.
- The contractor must "defend and hold harmless" the public against claims and must provide the public with insurance coverage.
- Quality inspection is at "arm's length" by independent inspectors.
- The final work is warranted and defects must be corrected at no expense to the public.

Copies of the 42 page report summary can be obtained by contacting the AGC National Office.

The HUD report will be discussed at the Construction by Contract Committee Meeting which will be held on September 29 during the Detroit Midyear Meeting.

Sincerely,



Valentin J. Riva  
Secretary  
Construction by Contract Committee

## Asphalt Paving

### Main Findings

- There is a significant cost difference between service delivered by a contractor compared to that provided by a municipal agency. On average, asphalt overlay construction services provided by a municipal agency are 96% more costly than when performed by a private firm under contract to the municipality.
- There is no significant difference in the quality of service provided by contractors and that provided by municipal agencies. Using a rating system modified after one developed by the Asphalt Institute, asphalt overlays put down by contractors had an average rating of 97.2 (out of a perfect score of 100), while those put down by municipal agencies had an average rating of 94.9.
- Most of the difference in the cost of contract as compared to municipal asphalt overlay construction services appears to be explained by five factors: (1) higher productivity -- contractor crews put down more tons of asphalt per man-day than municipal operations; (2) technology -- contractors use pavers with larger paving widths and heavier rollers than their municipal counterparts; (3) management -- contractors assign larger crews to an overlay project than do municipal agencies; (4) supervision of workers -- contractor foremen are more likely than municipal foremen to remain on-site directing operations continuously throughout a shift and are also more likely to have the authority to fire workers; and (5) responsibility for equipment maintenance -- contractors are more likely to be responsible for equipment maintenance than are the municipal departments delivering asphalt overlay services. Contractor crewmen are also paid significantly more than comparable municipal employees.



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WILLIAM E. SCHNEIDER  
MANAGER

November 20, 1985

Senator Fred F. Zharoff  
P.O. Box 405  
Kodiak, Alaska 99615

Dear Senator Zharoff:

Per your request, please find enclosed HUD's full report on contracting out Government Services.

We appreciate your interest and if we can answer any questions please let us know.

Sincerely,

ALASKA CHAPTER  
ASSOCIATED GENERAL CONTRACTORS

*George Easley by dlc*  
George Easley  
Immediate Past President

WES:d1c

Enclosure:1

HUDStudy.1c

• "AN AWARD WINNING CHAPTER"  
CHAPTER OF THE YEAR - 1981  
CHAPTER PRESIDENT OF THE YEAR - 1981  
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U.S. Department of Housing and Urban Development  
Office of Policy Development and Research

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## **Delivering Municipal Services Efficiently**

A Comparison of Municipal  
and Private Service Delivery

Summary



U.S. Department of Housing and Urban Development  
Office of Policy Development and Research

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## **Delivering Municipal Services Efficiently**

A Comparison of Municipal  
and Private Service Delivery

Summary

DELIVERING MUNICIPAL SERVICES EFFICIENTLY:  
A COMPARISON OF MUNICIPAL AND PRIVATE SERVICE DELIVERY

SUMMARY

Barbara J. Stevens, Editor

Prepared by:

Ecodata, Inc.  
New York, New York 10005

For:

U.S. Department of Housing and Urban Development  
Office of Policy Development and Research  
Community Development and Fair Housing Analysis Division

June 1984

## ACKNOWLEDGEMENTS

Ecodata wishes to thank the many city officials and private contractors who participated in this project. Their cooperation and the time they took from their busy schedules to share data and insights made this study possible.

Thanks also go to the organizations who assisted us in the early project stages, to our knowledgeable and active Advisory Panel, and to, of course, the project research staff.

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Building Service Contractors  
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Association (Lydia Manchester  
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International Arborist Assoc.  
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New York City Bureau of Signals  
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This report summarizes the findings from a study of the cost-effectiveness of the delivery of eight local government services--street sweeping, janitorial, refuse collection, payroll, traffic signal maintenance, asphalt overlay, street tree maintenance, and turf maintenance. The study focused on the relative efficiency of private contractors and municipal employees in delivering these services. In addition, the study identified those management factors associated with effective service delivery, regardless of organizational arrangement. For a more comprehensive discussion of the study's findings and methodology, see Delivering Municipal Services Efficiently: A Comparison of Municipal and Private Service Delivery--Technical Report, prepared by EcoData, Inc. for the U.S. Department of Housing and Urban Development, June 1984.

## A. PRINCIPAL FINDINGS

Eight local government services were studied. Data on the cost, level of service, scale of output, quality of service, management practices and technology utilization were obtained from ten cities contracting for each service and from ten cities providing each service with municipal employees. All cities were located in the Los Angeles Standard Consolidated Statistical Area. In all cases, the cost of contractor provided service included not only payments to the contractor but also municipal contract monitoring costs.

The eight services studied are: street cleaning, janitorial services (building cleaning), residential refuse collection, payroll preparation, traffic signal maintenance, asphalt overlay construction, turf maintenance, and street tree maintenance.

Exhibit 1 provides a definition of each of the eight services studied. Also indicated on this chart is the average percentage of municipal non-capital expenditures which the cities in the sample devoted to this service. Of the eight services studied here, refuse collection represents, at 4.2%, the greatest component of the average city budget, while payroll preparation, at 0.4%, represents the smallest component of the average city budget.

The basic goal of the analysis was to proceed in three steps, answering the following questions, one per step:

- QUESTION #1: Is there a significant difference in the cost of service delivery between contract and municipal cities, when the influence of the scale of operations and the level of service provided is removed?

ANSWER: For all services except payroll preparation, municipal service delivery is, on average, significantly more costly than private contractor service delivery. Municipal provision of service ranged from 37% (street tree maintenance) to 96% (asphalt overlay construction) more costly than contractor service delivery.

- QUESTION #2: Do differences in the cost of service delivery by contractors as compared to municipal employees arise because of differences in the quality of service provided?

ANSWER: No statistically significant differences in the quality of service provided by contractors as compared to municipal agencies was found for any service studied.

- QUESTION #3: What management or technology factors account for differences in the cost of service delivery (and, particularly, what factors could be implemented by a locality which did not wish to contract out)?

ANSWER: In comparison to municipalities contractors tend to: 1) require more work from their employees, offering equivalent salaries but less liberal vacation and leave; 2) use the least qualified

EXHIBIT 1: Definitions of Services Studied

Service	Definition	% of City Budget
Street Cleaning	Removal of litter, dirt, and other unwanted materials from street surfaces, excluding the transport, transfer, and haul associated with disposal.	0.9%
Janitorial Services -- Building Cleaning	Regular cleaning of public buildings in cities. Included are buildings such as City Hall, City Courthouse, Prisons, and Public Works Buildings.	0.5%
Residential Refuse Collection	The pick up and removal of refuse from households (and small commercial establishments served on residential routes).	4.2%
Payroll	Production of paychecks and employee pay records; issue of 1099's and w-2's; completion of payroll journal entries; maintenance of employee master list.	0.4%
Traffic Signal Maintenance	The routine repair and preventive maintenance of existing signal devices, and emergency repair in response to accident, storm, or other unplanned event.	0.8%
Asphalt Overlay Construction	The application of a new asphalt wearing surface to a street, including the associated functions to maintain the structural integrity of the roadway, such as preparation, raising of street hardware, laying of interliners.	0.7%
Turf Maintenance	The maintenance of grassy areas in parks, within median strips, along public roadways, and surrounding public buildings. Includes all maintenance, such as mowing, watering, weeding, fertilizing, reseeding, and aerating.	2.0%
Street Tree Maintenance	Maintenance of street trees, including pruning, planting, watering, spraying, and other maintenance activities. Excludes maintenance of trees located in public parks.	1.3%

personnel able to perform each task; 3) use part time (not receiving full fringe benefits) labor wherever appropriate; 4) require that managers be responsible for equipment availability as well as labor availability; 5) allow first line supervisors hiring and firing authority; and 6) use a less labor intensive means of providing each service. These findings hold true across the services taken as a group. Additional findings pertaining to the individual services studied are outlined in Section F.

The preceding questions and answers provide but a glimpse of the findings of this project. Of obvious interest to local officials interested in evaluating how their city measures up are the basic data themselves. These data are presented in the following section.

## B. SERVICE DELIVERY -- BASIC DATA

In this section, basic data are presented for each of the eight services studied. All cost data are for fiscal 1982. City officials may be interested in comparing the achieved efficiency (measured in non-monetary terms) in their city to that of the cities studied here. Additionally, comparisons of the level of service provided can often provide the starting point for an overall evaluation of service delivery.

Section #1 highlights data on unit costs, level of service, and quality of service. Section #2 shows how contract and municipal costs break down into such components as labor, depreciation, and fringe benefits; also presented here are comparisons of contractor and municipal wage and fringe benefit payments.

### 1. Cost, Level, and Quality of Service

For this project, it was sometimes necessary to define new measures of the level of service provided or the scale of output. For janitorial services, for example, the level of service was defined as the sum of the standard time (obtained from industry associations) which would be required to perform all cleaning services required/performed by the city, taking into account the frequency of each cleaning activity, divided by the number of square feet of floor space in buildings cleaned. This measure allows one to compare a city where janitorial services include floor cleaning, furniture dusting, window washing and kitchen cleaning to one where janitorial services consist of floor cleaning only. The sample average level of service for janitorial services is 34.04 minutes per thousand square feet. Street sweeping is a more straightforward example. Here, the level of service is the number of times per year streets are cleaned. The output variable is the curb miles swept, which equals curb miles swept times frequency of sweeping. Exhibit 2 defines the preferred scale and level of service measures for each service.

It is possible to define various measures of the efficiency of service delivery. An obvious measure is the cost per unit of output. Another attractive efficiency measure is the full time equivalent labor hours required per unit of output. These measures, while attractive, do not control for level of service.

EXHIBIT 2: Variables Defining Scale and Level of Service, by Service<sup>a</sup>

SERVICE	SCALE	LEVEL OF SERVICE
Street Sweeping	Curb miles swept	Sweepings/year
Janitorial	Thousands of square feet cleaned per year (frequency by type of cleaning x square feet served)	(Specified cleaning function x standard time <sup>b</sup> to perform, summed over all cleaning tasks)/1000 feet square
Refuse Collection	Tons collected	Frequency/pick up location, once a week curbside
Payroll	# of paychecks issued	% of checks to salaried employees
Traffic Signal Maintenance	# of intersections maintained	# of preventive maintenance visits per intersection per year
Asphalt Overlay	Tons laid	Preparation - % with interlayer reinforcement
Street Tree Maintenance	Adjusted tree trimming visits <sup>c</sup>	Type and extent of pruning; # of different tree maintenance activities
Turf Maintenance	# of acres mowed per year (frequency x acres maintained)	# of different turf maintenance activities performed; frequency of mowings

<sup>a</sup>These are the primary measures. In the chapters on each service, alternate measures are considered and analyzed.

<sup>b</sup>Standard times were obtained from the publications of the Building Service Contractors Association of America.

<sup>c</sup>To adjust for variance in the portion of visits for tree trimmings (as compared to, for example, watering), the actual number of tree trimming visits was divided by the percentage of time tree maintenance crews devoted to tree trimming to obtain adjusted tree trimming visits. For example, in a city with 1000 tree trimming visits, where crews spend 80% of their time on this activity, the adjusted tree trimming visits is  $1000 / .8 = 1250$ .

Exhibit 3 presents basic information about the per unit cost of delivering each of the eight services. The sample mean, minimum, and maximum is presented for two efficiency measures for each of the eight services. For each service, the range in the cost per unit of output is very large -- over 500% in payroll, where the cost per paycheck issued ranges from \$2.35 to \$10.27; over 700% in janitorial services, where the cost per thousand square feet cleaned\* ranges from \$1.52 to \$10.91; almost 600% in street cleaning, where the cost per curb mile cleaned ranges from \$6.25 to \$36.92; 350% in refuse collection, where the cost per ton of refuse collected ranges from \$12.48 to \$43.62; over 400% in asphalt overlay, where the cost per ton laid ranges from \$30.96 to \$136.77; over 300% for traffic signal maintenance, where the cost per signaled intersection maintained ranges from \$8.43 to \$28.01; almost 500% for turf maintenance, where the cost per acre mowed ranges from \$39.02 to \$193.46; and over 600% in street tree maintenance, where the cost per tree trimming visit ranges from \$20.25 to \$130.99. Some of these cost differences are attributable to differences in the level of service provided, but the major portion of cost differences is dependent upon the technology and management of service delivery. In short, without affecting the level of service, many cities will find that appropriate changes in management practices can result in savings of up to or even greater than 50%.

As local officials commonly wonder if contractors provide service of equivalent quality to that provided by municipal workers, accurate measurement of service quality was important here. Quality of service was usually measured by direct observation. Exhibit 4 describes the specific procedures and definitions which were devised to measure quality. In general, there was less variation in quality of service provided by cities or contractors than there was in cost of service. However, cities were observed where quality of service was exceptionally high and exceptionally low. Without exception, though, differences in service quality were not found to explain differences in service cost. This is an important finding given local government officials concern for maintaining service quality.

## 2. Cost Components

As a rule, the services studied are quite labor intensive. As Exhibit 5 shows, across all eight services, the cities with municipal service delivery expended 60.1% of total costs on direct labor and fringes for direct labor. The least labor intensive service was asphalt overlay construction, with an average of 44% of total costs composed of salaries and fringes for direct labor. The most labor intensive service was janitorial services, with an average of 76.3% of total costs going to labor.

Exhibit 5 also shows the cost components of contract cities. Here, detailed information is available about the components of the municipal monitoring and contract letting costs. Perhaps the most interesting conclusion to be drawn from this is that municipal monitoring represents, on average, a large percent of total costs -- 25.2%. The service in which

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\*Square feet actually cleaned, not space in buildings to be cleaned. Thus, 100 square feet mopped 260 times a year equals 26 thousand square feet cleaned.

EXHIBIT 3: Cost, Level of Service, and Scale of Output of Eight Services

BASE NUMBER	1	2	3	4	5	6	7	8
Efficiency Measure:	Street Sweeping: \$/Curb Mile Swept	Janitorial: \$/1000 Square Feet Cleaned	Refuse Collection: \$/Ton	Payroll: \$/Check	Traffic Signal Maintenance: \$100/Intersection Maintained	Asphalt Overlay: \$/Ton Laid	Turf Maintenance: \$/Acre Mowed	Street Tree Maintenance: \$/Tree Trim Visit
Mean:	12.26	4.83	28.10	5.97	16.72	58.59	88.54	56.16
Minimum:	6.24	1.52	12.48	2.35	8.43	30.65	39.02	20.25
Maximum:	36.92	10.92	43.62	10.27	28.01	136.77	193.46	130.99
Efficiency Measure (Queue Recovery):	Curb Miles Cleaned /Hour	FTK Minutes per Standard Time Minute	Households per Crew Shift	Labor Hours per Check	# of Intersections Maintained/Crewman	Tons Laid per Crewman	Labor Hours per Acre Mowed	Labor Hours per Adjusted Tree Visit
Mean:	3.09	.775	443	.34	36	2,844	5.27	2.43
Minimum:	1.37	.40	250	.07	19	274	2.14	.56
Maximum:	4.50	1.37	719	.80	103	11,860	9.87	7.02
Level of Service:	Sweeping/Year	Standard Time Minutes /Square Feet to be Cleaned	Frequency/Location 100% in Curb Side	% Salaried Employees	# of PM Visits/Intersection	% Preparation with Inter-layer Fabric	Frequency of Mowings	Type of Pruning
Mean:	43.44	10.79	100%	54.10	9.00	51.47	45.80	1.91
Minimum:	2.4	6.17	100%	0	1.00	2.86	33.00	1.00
Maximum:	76.66	16.22	100%	85.40	16.00	85.71	52.00	3.00
Scale of Service:	Curb Miles Cleaned/Hour	100's of Feet Cleaned	Tons Collected	# of Checks Issued	# of Intersections Maintained	Tons Laid	Acres Maintained	Adjusted Tree Trim Visits
Mean:	13.416	37,410	27,590	11,931	52	6,962	32.5	2,448
Minimum:	1,036	2,377	4,796	1,163	12	395	2.0	187
Maximum:	32,957	75,392	103,564	48,382	156	31,303	84.0	8,750

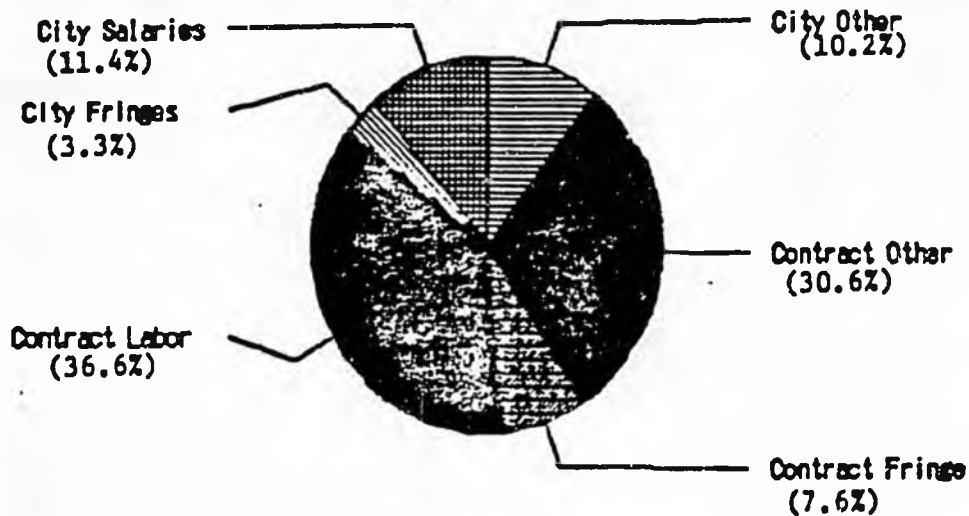
EXHIBIT 4: How Quality of Service Delivery Was Measured

SERVICE	QUALITY MEASUREMENT PROCEDURE	QUALITY RATING	
		Mean	Minimum-Maximum
Payroll	From records, determined the % of paychecks with errors.	0.62	.18 - 5.03
Janitorial	Direct observation of floors and washrooms, rated on a 3 point scale (1=clean;...3=dirty).	1.66	1.00 - 2.3
Street Sweeping	Direct observation of 4 curb faces of 25 randomly selected blocks in each city; block faces rated on a four point scale (1=clean;...4=dirty).	1.64	1.07 - 2.57
Refuse Collection	Field personnel followed each vehicle, noting the incidence of such negative quality components: failure to empty cans completely, failure to clean up spilt refuse, (spilled either before arrival of or by collection crews) creation of excessive noise, failure to replace lids, failure to place cans upright after dumping, failure to replace cans on curb etc. Field data fed into index of overall quality, ranging from 92.7 (worst) to 11.05 (best).	36.2	11.0 - 92.7
Asphalt Overlay Construction	Field personnel rated all asphalt overlay projects completed during year for which costs were obtained. Projects ranked for cracking, distortion, etc. (100=pavement free of defects).	96.03	84.0 - 100
Traffic Signal Maintenance	Number of signal devices requiring maintenance on the day that field data was obtained.	2.25	00 - 12
Street Tree Maintenance	A professional arborist rated trees on ten randomly selected block faces in each city for overall health, species diversity, quality of pruning cuts, and safety. Each tree rated on a 4 point scale. (1=excellent;...4=poor).	1.98	1.60 - 2.90
Turf Maintenance	Field personnel visited randomly selected areas of the turf maintained by the service provider, and the quality of the turf was assessed on a four point scale rating color, coverage, extent of weeds, height and edging (1=excellent;...4=poor).	1.71	1.14 - 2.76

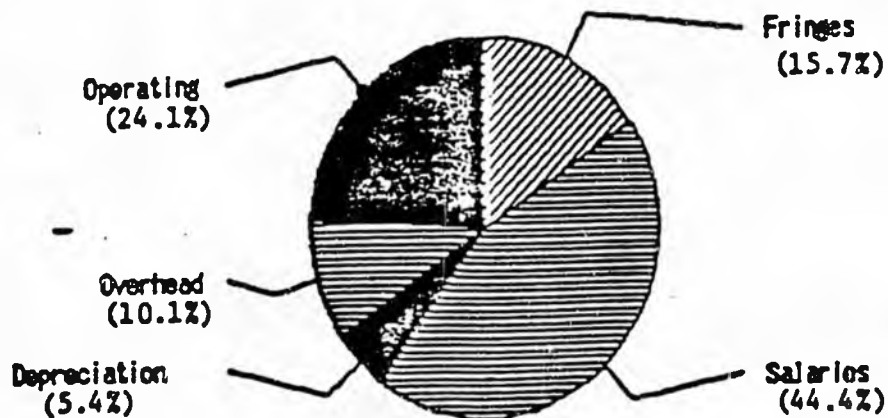
EXHIBIT 5: Cost Distribution of Contractors and Cities

<u>Cities</u>	<u>Cost Component</u>	<u>Contractors</u>
44.4%	Municipal Salaries	11.4%
15.7%	Municipal Fringes	3.3%
	Municipal Other	
24.1%	Operating Expense	6.1%
5.4%	Municipal Depreciation	.4%
10.1%	Municipal Overhead	3.7%
0.0%	Payments to Contractor	74.8%
100.0%	TOTAL	100.0%

### Contractor Cost Distribution



### Municipal Cost Distribution



municipal expenditures are the greatest percent of total costs is payroll preparation, where municipal expenditures (in large part consisting of municipal employees serving as timekeepers) account for 68.7% of total costs; the service with the smallest municipal expenditure is asphalt overlay construction, where municipal expenditures account for 5% of total costs. When payroll preparation is excluded from services analyzed, the average municipal expenditure in a city with contract service decreases to 19% of total cost.

Exhibit 6 presents by organizational arrangement the percentage of total costs attributable to labor and fringe benefits. (Contract city statistics include both municipal and contractor wage and fringe costs.) For all services except turf maintenance, the contract cities are less labor intensive than the municipal cities. Street tree maintenance and turf maintenance are the two services with the greatest overall labor intensity -- 70% of the costs go to labor in these services. As might be expected, asphalt overlay construction is the least labor intensive service, with an average of 37% of costs going to labor. Exhibit 6 also presents data on wage and fringe benefit rates for the eight services. As shown, the fringe benefit rate paid municipal workers is higher than that paid to contractor staff for seven of eight services. Likewise, municipal workers are paid a higher monthly wage than their contract counterparts for seven of the eight services, although the disparity in wage rates is not as great as that for fringe benefits.

The service with the lowest monthly wage is janitorial services; building cleaners are paid an average of \$881 per month by private firms and \$1,234 by municipalities. Private firms pay asphalt overlay workers most highly -- \$2,421 per month. This is the only service where the private sector pays more than the public sector. Payroll preparation is so different from the other services that it is not considered in making these comparative statements. Traffic signal maintenance workers receive the highest wage from municipal agencies -- \$1,721 per month. The effect of these remuneration rates on service costs is examined later.

#### C. ORGANIZATIONAL ARRANGEMENT AND THE COST OF SERVICE DELIVERY

Section A presented the major findings of this project. The preceding section discussed some of the values for key factors used in the analyses. These data are helpful for a city official interested in comparing his city to the cities studied here. This section goes beyond the simple summary of overall results and key data and explains how these results were obtained.

The answer to the questions -- Do contractors provide services at a lower cost than municipalities do? Does the quality of service differ between contractors and municipal agencies? -- is a basic goal of this research. These questions were addressed using several analytical techniques.

**EXHIBIT 6: Labor and Fringe Benefit Costs and Rates by Service and by Organizational Arrangement**

Service	Labor & Fringe Benefit Costs as % of Total Costs		Fringe Benefits as % of Labor Costs		Average Monthly Wage of Laborers	
	Contract <sup>a</sup>	Municipal	Contract <sup>b</sup>	Municipal	Contract <sup>b</sup>	Municipal
Payroll	49%	63%	27.6%	29.7%	\$2,083 <sup>c</sup>	\$2,375 <sup>c</sup>
Asphalt Overlay	30%	44%	36.3%	34.0%	\$2,421	\$1,532
Refuse Collection	39%	50%	20.1%	38.5%	\$1,237	\$1,418
Street Cleaning	44%	46%	13.9%	37.7%	\$1,576	\$1,612
Janitorial	56%	76%	15.0%	39.4%	\$ 881	\$1,234
Traffic Signal	54%	62%	21.5%	30.6%	\$1,500	\$1,721
Street Tree	70%	69%	27.5%	35.7%	\$1,390	\$1,475
Turf Management	71%	69%	19.3%	40.5%	\$ 956	\$1,237

**a** Includes labor and fringe benefit costs for both municipal and contractor personnel.

**b** Contractor personnel only.

**c** Average monthly salaries for supervisory/managerial level personnel. Contractors do not employ operations staff (laborers) equivalent in responsibilities (and wage rates) to those in municipal cities.

Analyses were conducted across the matched pairs for each service, as well as between the ten municipal and the ten contract cities as pooled groups for each service\*. Additionally, analyses were conducted between the group of ten cities with below-median unit cost (the "low-cost" cities) and the ten cities with above-median unit costs (the "high-cost" cities). Case study analysis, single variable analysis, and multivariate analyses are all discussed and presented in the individual service chapters of the main report to this study.

Of greatest interest here is the multiple regression analysis which was used to estimate the separate impacts on total service delivery costs of three different types of factors. First, are the factors known to affect the costs of service delivery (namely, the scale of output and the level of service provided and the physical -- i.e., geographic and topographic -- conditions under which service is provided) which are usually outside the control of the service deliverer\*\* Second, is the organizational arrangement for service delivery (contract or municipal, which at this stage embodies all of the factors which are under the control of management). Third, is the quality of service delivered.

The multiple regression analyses, relating total costs to the three sets of factors described above, are highly successful in explaining the cost of service delivery. The percentage of the variation in the cost of service delivery explained ranges from a low of 83% (in payroll and turf maintenance) to a high of 94% (in refuse collection). For all services, as expected, total costs increase with increases in the scale of operations and the level of service provided.

Exhibit 7 lists the variables held constant in analyzing each service, the percentage of total cost explained by these factors, and the impact of organizational arrangement on cost. For all services except payroll preparation, the organizational arrangement for service delivery -- contract or municipal -- is statistically significant in predicting the total cost of service delivery. Excluding payroll preparation, where no difference in cost is found between contract and municipal service delivery, service provided by municipal agencies is from 37% (street tree maintenance) to 96% (asphalt overlay) more expensive than when service is provided by a private contractor. In deriving these differences in cost, the quality of service provided by the individual cities was also held constant.

Exhibit 8 translates the results of the regression analyses into more familiar terms. For each service, this exhibit shows the cost per unit output which is predicted by the regression equation for cities with a specified scale and level of service with contract compared to municipal service delivery.

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\*A matched pair consists of two cities delivering the same service with similar service levels and scale of output; the cities differ in the organizational arrangement for service delivery -- one city uses a municipal agency while the other contracts for service.

\*\*Such factors are usually determined by the size of the municipality, the vote of the citizens or the city council, or otherwise by someone not directly responsible for service delivery.

EXHIBIT 7: Results of Cost Comparisons Holding Other Factors Constant

Service	Percent Difference		Variable Controlled For			Percent of total cost explained
	MU-CO CO	Scale	Level of Service	Quality	Condition	
Street Cleaning	43%	Curb miles cleaned/year*	Times cleaned per year	Rating -- block faces	Retail sales/curb mile	86%
Janitorial	73%	Square feet in buildings to clean*	Standard time per square foot	Quality rating -- cleanliness	NA	92%
Refuse Collection (residential)	28-42%	Cubic yards of refuse collected	**Refuse/household	Quality rating (lids re-placed, etc.)	Population/curb mile*	98%
Payroll	None	# of checks issued*	% salaried	% with errors	NA	83%
Traffic Signal	56%	# of intersections maintained*	# preventive maintenance visits/intersection/year*	# of items in need of repair	NA	93%
Asphalt Overlay Construction	96%	Tons of asphalt laid*	% with reinforcing material*	Rating (cracks, etc.)	NA	93%
Turf Maintenance	40%	Acre mowed*	# of activities*	Rating -- visual	% of area with no problems*	83%
Street Tree Maintenance	37%	# of tree trimming visits*	Weighted level of pruning*	Rating -- by arborist	# of activities performed	89%

\*Variable is significantly related to total cost.

\*\*All cities studied had once a week curb or alley refuse collection.

EXHIBIT 8: Predicted Average Cost, by Contract and Municipal Service Deliverer, Holding Constant the Scale, Level of Service, and Quality of Service Delivered

Service	Efficiency Measure -- for Specified Service*	Predicted Unit Cost		Percent Difference*
		CON	MUN	
Street Cleaning	Dollars per curb mile swept; service = cleaning 327 curb miles 3.62 times per month	\$ 9.93	\$14.17	43%
Janitorial Services	Dollars per thousand square feet cleaned; service = cleaning buildings with 56,776 square feet of floor space	\$3.74	\$6.49	73%
Refuse Collection	Dollars per ton collected; service = once a week curbside pickup of 27,390 tons of refuse annually from 20,520 households	\$21.16	\$29.97	42%
Payroll Preparation	Dollars per paycheck issued; service = issue of 11,951 paychecks per year, checks issued biweekly to employees, 54% of whom are salaried	\$ 6.13	\$ 5.93	N.S.
Traffic Signal Maintenance	Dollars per signaled inter-maintained (without electricity); service = maintaining 52 intersections with 45% of staff time spent on preventive maintenance	\$1303.38	\$2039.44	56%
Asphalt Overlay Construction	Dollars per ton laid; service = placing 6962 tons of asphalt with 17% of jobs requiring installation of reinforcing fabric	\$42.85	\$83.99	95%
Turf Management	Dollars per acre mowed; service = mowing 1451 acres annually	\$57.92	\$81.09	40%
Street Tree Maintenance	Dollars per adjusted tree trimming visit; service = trimming 2448 trees per year, providing a medium to high level of pruning	\$37.08	\$50.80	37%

\* These are the average values for scale and level of service. Quality is also held constant; see the chapters on the individual services for discussions of the quality variable.

\*\*All percentage differences are statistically significant at the 90% level or higher, unless otherwise noted. (MUN-CON)/CON is the percent difference.

In sum, the regression analysis explains a highly significant portion of the total cost of service delivery, for each of the eight services studied. In seven of the eight services studied, municipal service delivery is significantly more costly than contract service delivery, holding constant the scale, level of service, and quality of service delivered. The percentage by which municipal agency costs tends to exceed private contractor costs ranges from 37% to 96% for the seven services in which significant cost differences are found. Only payroll preparation shows no impact of organizational arrangement on the cost of service delivery. The next section explains why these differences in costs occur.

#### D. WHY ARE THERE DIFFERENCES IN THE EFFICIENCY OF SERVICE DELIVERY?

This section presents some overall findings about why cost differences exist. Section F, below, presents explanations for cost differences on a service-by-service basis.

##### 1. Introduction

A wide array of management and technology factors were examined to determine their separate effects on service delivery costs. In addition, different management practices and technology utilization between municipal agencies and contractors were identified. Clearly, the list of appropriate management and technology factors to consider varies from service to service; for a complete discussion of the results for each service, one should consult the body of the report from which this summary is drawn, in the chapter devoted to each individual service. However, it is appropriate here to summarize those management and technology variables which significantly affect the cost of service delivery for more than one service, and to indicate how contractors and municipal agencies differ in their average practices, on a variable by variable basis.

##### 2. What Does Not Explain the Cost Differences

Perhaps it is well to begin this discussion by emphasizing the factors which do not explain the cost differences between contract and municipal cities. Contract cities in this study did not provide service of any different quality, on average, than municipal cities. This is true for all eight services studied. Nor, on average, is the cost discrepancy due to differences in wages paid by contractors as compared to municipal agencies. The preceding statement is true on average only, and not individually for each of the eight services studied. Over the eight services, contractors paid workers a monthly salary averaging \$1,521 while municipal agencies paid their workers an average monthly salary of \$1,442 -- this difference is not statistically significant. Additionally, the average difference in fringe benefits paid does not account for cost differences between contractors and municipal agencies -- contractors paid workers an average of \$551 per month in benefits while municipal agencies paid workers an average of \$524 per month in benefits.

There are some significant differences between contract and the municipal cities in scale of operations and demographic factors. These factors, of course, were explicitly held constant when analyzing the impact of

organizational arrangement on the cost of service delivery. Thus, these differences serve not so much to explain differences in cost as to provide background information about the type of city likely to contract out services and the manner in which such contracting is likely to occur. Contract cities tend to be smaller and to have wealthier populations than municipal cities (population 48,920 versus 57,941 and median 1980 household income of \$21,750 versus \$18,998); contract cities are also likely to have smaller retail sales than are the municipal cities in this sample.

As contract cities are smaller than municipal cities, it should come as no surprise that the scale of operations (measured by such a list of items as square feet of building space to clean, curb miles in the city, etc.) is greater in municipal cities than in contract cities. However, perhaps because of their larger median household income, contract cities require a higher level of cleaning, or more frequent waxing of the floors in city hall. These two forces balance each other out, so that there is not a significant difference in the number of activities performed per year -- i.e., the number of square feet cleaned, the number of curb miles swept, etc.

### 3. What Does Explain the Cost Difference

The preceding section indicates that some of the more obvious candidates for explaining the differences in cost according to organizational arrangement for service delivery do not, in fact, explain the differences. This is not to say that there are not reasons for the cost differences between contractors and municipal service deliverers. Across many of the services, contractors are distinguished by providing a fringe benefit package of equal out-of-pocket value to that provided by municipal agencies (e.g., in social security, retirement packages, health care insurance, etc.) but requiring a greater amount of work on the part of the worker. Municipalities, on average, offer workers almost three weeks of vacation, while contractors offer but two. As absenteeism is defined in this study as the percentage of workers not present for work on any of the 260 work days per year, for whatever reason (including holiday and vacation leave), it is clear that there would be a significant difference between the contractors and the municipal agencies in absenteeism, based only on the difference in vacation policy. This is the case. Thus, the first reason why contractors achieve lower costs than municipal agencies is that workers employed by contractors work more days per year than do employees of municipal agencies. The average number of days per year worked by employees of contractors is 237, while that for employees of municipal agencies is 226. If all else were equal, this factor alone would account for approximately a 5% cost difference between municipal agencies and contractors.

A second manner in which contractors differ from municipal agencies is in the use of labor. Contractors tend to use part time labor wherever possible. Part time labor does not accrue the more expensive fringe benefits (e.g., retirement benefits) which are available to full time employees. Also, contractors are very likely to use the least qualified personnel capable of doing the job. Thus, for example, in the service in which wages are a significant cause of organizational cost differences (janitorial services), the contractor uses workers only able to clean, while the municipal agency also expects the cleaners to be able to handle simple building

maintenance chores, such as unclogging toilets and changing fuses. While the use of "overqualified" workers for some tasks no doubt provides great flexibility in being able to respond to requirements for building maintenance, the municipalities using this management technique are paying dearly for this flexibility. And, it should be noted, there is no evidence that the cleanliness provided by the relatively overqualified municipal cleaners is greater than that provided by the minimally qualified, largely part time workers employed by private contractors.

Another area in which contractors tend to differ from municipal agencies is their expectations of managers. Contractors are far more likely than municipal agencies to require that the manager of service delivery be responsible for equipment maintenance as well as worker activities. Contractors are also more likely than municipal agencies to vest authority for hiring and firing of workers in their first line supervisors. Contractors also appear to have more worker turnover (whether through firings or voluntary departure), than municipal agencies, to the extent that this is indicated by a younger, less tenured work force.

The average values of managerial factors, for all contract and municipal cities studied, are presented in Exhibit 10. These data show that the contract cities have, in comparison with municipal cities, significantly less labor intensity of production, shorter vacations, more frequent use of incentive systems, greater likelihood that supervisors have the right to fire workers, a younger work force, a leaner organization, responsibility for equipment maintenance, a work force with less seniority, lower absenteeism, and larger crews. Only the likelihood that a foreman is responsible for crews at more than one location shows a different significance between the matched pair and the pooled analysis. In one form of the analysis, the matched pair analysis (see the next section for more information), it was found that contractors are significantly less likely than municipal service deliverers to have foremen responsible for crews at more than one physical location; this variable is not significantly different in other analyses.

Additional management practices are examined in Exhibit 10. As might be expected from government bureaucracy, municipal agencies are more likely than private contractors to have formalized communications -- including unions, staff meetings, and the use of written (as opposed to informal oral) reprimands for unsatisfactory behavior. There is no significant difference between contractors and municipal agencies in number of pieces of capital equipment owned, use of radios for communication, and number of crew shifts dispatched per day.

#### 4. "High-Cost" Versus "Low-Cost" Cities

While all the differences in management practices of contractors as compared to municipal agencies are of interest, perhaps of greater interest are differences in the management procedures of high-cost versus low-cost cities, irrespective of organizational arrangement for service delivery. When the sample is disaggregated in this manner, far fewer variables are significant than were significant between the contractor and municipal groups. High-cost cities are significantly more likely than low-cost cities to have high absenteeism and to allow long vacations. Low-cost

EXHIBIT 10: Pooled Analysis Across Services -- Differences in Individual Variables\*\*\*\*

	Mean Value		Mean Value	
	Contract	Municipal	Low Cost	High Cost
Percent of cost to direct labor	49.0%	60.2% <sup>A</sup>	53.6%	55.7%
Vacation days per worker	10.1	14.0 <sup>A</sup>	11.2	13.2 <sup>B</sup>
Percent of workers with specialized assignments	55.3%	46.0%	49.9%	51.3%
Percent of cities with incentive systems	26.9%	12.3% <sup>B</sup>	22.5%	16.5%
Crew size	3.30	2.67	2.73	2.45
Crew supervision (0=don't check on crews; 4=check all the time)	.99	1.21	1.00	1.20
Percent of cities where foreman can fire workers	53.7%	16.0% <sup>A</sup>	39.0%	30.4%
Average age of workers	32.1	36.1 <sup>A</sup>	32.9	35.4 <sup>B</sup>
Number of management levels between worker and department head	1.51	1.91 <sup>B</sup>	1.63	1.80
Percent of cities in which service provider maintains equipment	92.5%	48.1% <sup>A</sup>	76.8%	63.3% <sup>C</sup>
Average tenure of workers	5.83	8.12 <sup>A</sup>	6.54%	7.50%
Percent absent for all reasons	8.84%	12.85% <sup>A</sup>	9.80%	11.94% <sup>A</sup>

(continued on next page)

EXHIBIT 10: Pooled Analysis Across Services -- Differences in Individual Variables (continued)

	Mean Value		Mean Value	
	Contract	Municipal	Low Cost	High Cost
Workers per foreman	13.0	13.9	13.8	13.1
Percent of cities where foreman supervises workers	46.2%	58.0%	46.3%	58.2%
Percent of cities with staff meetings	53.8%	81.5% <sup>A</sup>	64.2%	71.8%
Percent of cities unionized	20.0%	48.1% <sup>A</sup>	28.0%	40.5% <sup>C</sup>
Percent of cities using written reprimands to workers	33.8%	72.5% <sup>A</sup>	41.2%	66.2% <sup>A</sup>
Number of pieces of capital equipment*	5.42	4.54	4.88	5.09
Percent of cities communicating via radio**	55.2%	70.0%	65.5%	60.0%
Crew shifts/day***	3.93	4.75	4.12	4.57
Organizational arrangement 1=municipal; 2=contract		NA	1.68	1.31 <sup>A</sup>

A = Significant at the 99% confidence level.

B = Significant at the 95% confidence level.

C = Significant at the 90 confidence level.

\* 161 observations

\*\* 59 observations

\*\*\* 140 observations

\*\*\*\*This pooled analysis is based on a maximum sample survey of 161 observations; values reported for a variable may, in some cases, differ from those reported for the same variable in the earlier discussed matched pair analyses which are based on a total of 80 matched pairs, or 160 observations.

cities, in comparison to high-cost cities, are more likely to have the service deliverer responsible for equipment maintenance, to use informal communication instead of written reprimands, to have a younger, non-unionized work force, and to be a private contractor rather than a municipal agency.

Thus, the significant differences between high- and the low-cost cities do not rest on such obvious factors as wage rates, degree of capital intensity, ratio of foremen to workers, or extent of direct supervision and authority of first line supervisors. Rather, of greatest importance is the extent to which workers and supervisors are responsible for service delivery -- as evidenced by worker-foreman interaction and the responsibility for maintenance of equipment as well as mustering of requisite labor. The latter factor is of some significance for municipal agencies. There, it is common that capital equipment is maintained in a central garage, located in a department quite different from the one responsible for providing service. When the responsibility for equipment is severed from those responsible for service delivery, the possibility of "passing the buck" for service inefficiencies inevitably arises. The lack of clear lines of responsibility leading to credit for success or failure must be balanced against the possible economies of scale to be gained by centralized equipment maintenance. On balance, it does not appear that the latter factor justifies sacrifices of the former clarifications of responsibility.

The preceding observations are generally true irrespective of the service under consideration. The last section of this summary discusses those factors that lead to more efficiency on a service-by-service basis.

## E. HOW THE RESEARCH WAS DONE

### 1. Area and Services Studied

In order to maximize the number of services which could be studied, it was decided to limit the organizational arrangements to be studied to two: municipal agency service delivery and delivery of service by private for-profit firms under contract to municipalities. As existing data and resources did not allow a nationwide random sample to be selected, all data observations were confined to a single geographic area -- the five county Los Angeles Standard Consolidated Statistical Area. The advantages of confining the study to a single geographic area are not just administrative and budgetary. With all cities located in the same geographic area, it is not necessary to control for the impact of varying climates, local labor markets, or various state regulations on the efficiency and effectiveness of service delivery. Thus, confining the sample to one geographic area means that research requires fewer observations per service (as many factors are held constant by virtue of the entire sample's unified location) and that more services can be studied.

The Los Angeles Standard Consolidated Statistical Area was selected for study as it is the most populous area in the Western part of the United States. Contracting is more common in the Western region of the United States than in the North or Eastern regions; it was necessary to select an area where contracting is common if sufficient observations were to be

found to allow study of several services. Clearly, the more cities in the area selected for study, the greater the probability of finding sufficient observations to allow the study of a wide variety of local government services.

As noted earlier, eight services were selected for study. The services were selected after the organizational arrangement was determined across 38 candidate services for all 121 cities in the Los Angeles Standard Consolidated Statistical Area. The eight services selected for study were those of the 38 for which at least ten municipal cities and ten cities with contracts to for-profit firms were identified.

The individual cities to be studied for each service were selected so as to allow the formation of "matched pairs." A matched pair consists of two cities delivering the same service with similar service levels and scale of output; the cities differ in the organizational arrangement for service delivery -- one city uses a municipal agency while the other contracts for service. The cities were selected using a stratified systematic random sampling technique. This technique allows one to match the randomly selected contract cities with the randomly selected municipal cities by proxies for scale of service (population was used) and level of service provided (median household income was used). Ex post, final pairings of contract and municipal cities were made, using actual variables for the scale of operation and level of service provided\*. Ten contract and ten municipal cities were selected for each of the eight services to be studied.

## 2. Data Collection

Data collection took place in March and April of 1983, following a visit and pretest of data gathering instruments and procedures in December of 1982. Field personnel remained on site throughout the data collection period. Prior to the start of data collection, all field personnel received extensive training in the various methodologies of service delivery, as well as in the procedures for data collection. Practice sessions were conducted for gathering the data required for each service.

Great attention was devoted to obtaining accurate cost data. In general, reliance was placed on actual city records, such as payroll statements, fringe benefits paid per identified worker, actual expenditures on parts and labor for each piece of capital equipment -- by name or number -- used in delivering a particular service, other operating expenses, depreciation computed

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\*The reason the initial sampling used proxies for scale of operation and level of service provided is that data were not available on these factors for all of the cities eligible for study -- those in the sampling frame. Obtaining data on scale of operation and level of service for all cities would have been too costly; thus, proxies were used for sampling purposes.

based on actual purchase price, etc. Total costs of service delivery were defined as the sum of:

1. direct municipal salaries for service provision, apportioned as necessary (For example, if a parks employee spent 50% of his time on street tree maintenance and 50% of his time on parks tree maintenance, only 50% of his wages would be apportioned to the costs of street tree maintenance in that city.);
2. the actual fringe benefits paid out to those persons identified in the direct labor section (if direct labor was apportioned, fringe benefits would be apportioned in the same ratio);
3. operating expenses, including operation of capital equipment, office expenses, payments to a contractor in the case of a contract city, insurance premiums, and, as appropriate, other direct expenses such as electricity, water, etc.;
4. overhead -- an allocation of general government expenditures for departments such as City Manager, City Attorney, which are not allocated into any one service directly. Two different methods were used to compute overhead. These details are presented in the individual service chapters of the report from which this summary is drawn; and,
5. depreciation of capital equipment, computed on a straight line basis of purchase price.

Thus, for contract cities, the total cost definition includes all the municipal expenditures for contract monitoring, contract letting, and payments to the contractor for service delivery. Also, where the municipality provides components of services directly (as, for example, in janitorial services, where it is not uncommon for a contract city to provide the cleaning supplies to the contractor) these municipal costs are also included in the cost of service delivery in the contract city.

For each service studied, data were obtained not only about the cost of service delivery, but also concerning the technology used for service provision, the management practices followed by the service deliverer, the scale of operation, the level of service provided, and the quality of service actually delivered. Clearly, different variables were appropriate for each service, particularly regarding the measures of scale of operation, level of service, and quality of service delivered. Exhibits 2 and 4 present the definitions of the variables used to define scale of operation, level of service, and quality of service for each of the eight services studied. Data on the management of service delivery were obtained in as consistent a manner as possible across all services, to facilitate eventual analysis of pooled services.

The cost, technology, scale (or output), level of service, and management information was obtained by senior field personnel. This information was obtained through direct visit to each city and inspection of that city's records. In the case of a contract city, the contractor was also contacted and information was obtained from him. On average, at least one full person day of effort was required to obtain those data in each city for each service.

Additional field efforts were devoted to obtaining the quality of service data. Clearly, each of the eight services requires a different approach for measuring quality. In general, direct observation was the approach taken to measure quality of service.

### 3. Analysis of Data

Before any analysis of data began, all field data collection forms were subjected to rigorous accuracy and consistency checks. All field personnel participated in a debriefing session in which it was verified that all variables had been defined in the same manner by all field personnel. Also, all arithmetic was checked and rechecked. Particular attention was devoted to the accuracy of the information obtained concerning scale of operation. With contractors, it was necessary in some cases to reconfirm that data pertained only to the city under study rather than to the contractor's entire operation.

Analysis of data commenced with a simple comparison of mean values for contract and municipal cities. Case studies were also written. As was discussed above, multiple regression analysis was the analysis technique in which conclusions regarding cost differences between municipal and contract cities are based.

Once analyses of cost differences between municipal and contract cities had been completed, attention was turned to determining the reasons for these cost differences. Management practices and technology for service delivery were the areas examined, as no differences had been found in the quality of service delivery. Then analyses considered not only contract cities in comparison to municipal cities but also the "low-cost" cities (those with unit costs below the median) in comparison to the "high-cost" cities. The latter analyses explain the factors, irrespective of organizational arrangement, which are associated with particularly efficient service delivery.

An additional form of analysis was conducted across the ten matched pairs of cities for each of the eight services. This analysis consisted of writing a mini case study on each contract-municipal matched pair. The mini case studies include impressions of service delivery, as expressed by local officials; interesting background data about the decision making process which led to the organizational arrangement in existence during data collection was often found. In each mini case study, the efficiency, effectiveness, and management practices of the two cities are compared. Explanations are offered for any differences in the cost or quality of service delivery.

### F. SERVICE SPECIFIC FINDINGS

This section presents the major findings from the analysis of each service. While there is some duplication here with information presented above, particularly in the definition of each service and the presentation of basic data, this duplication is intentional, so that these service-by-service summaries may be read as self-contained units. Further service-specific information, of course, is contained in the individual service chapters of the report on which this summary is based.

## 1. Street Cleaning

Summary: Street cleaning is defined as the removal of litter, dirt and other unwanted materials from street surfaces and the hauling of that material to a disposal site. The disposal of collected material is not included in this definition. Other services often related to street cleaning -- such as catch basin cleaning, empty lot cleaning and sidewalk cleaning -- are also excluded from study here.

For the 20 sample cities the mean total cost of service delivery is \$137,580. On average, each city was responsible for the cleaning of 327 curb miles. At an average sweeping frequency of 3.62 times per month, cities swept an average of 11,416 curb miles annually.

Overall, street cleanliness was quite good. Based on observations of 25 randomly selected blocks in each city, with each block rated for cleanliness on a scale of 1 to 4 (1=excellent ... 4=poor), the average cleanliness rating was 1.64. The range in average cleanliness ratings for the 20 cities was from 1.07 to 2.57.

The annual cost per curb mile cleaned, one measure of efficiency, was \$12.75. The cost per curb mile cleaned ranged from \$7.08 to \$38.65. Cost per cubic yard of debris collected is another efficiency measure. This cost ranged from a low of \$20.17 to a high of \$84.62; the mean cost per cubic yard of street debris collected was \$35.33. Efficiency can also be measured by the number of curb miles swept per shift hour. This variable takes a mean value of 3.09 curb miles.

There were no statistically significant differences between contract and municipal cities in variables indicating scale of operations, level of service, conditions affecting street sweeping, or quality of service delivered. Efficiency of service delivery, however, was found to be significantly different at the 90% level of confidence. The cost per curb mile cleaned in contract cities (\$10.25) is significantly lower than the municipal city's cost of \$15.26.

The ten municipal cities and the ten contract cities were formed into ten matched pairs. Each matched pair consisted of one municipal city and one contract city, matched by curb miles cleaned and frequency of cleaning. In seven of the ten matched pairs, the municipal city's costs per curb mile cleaned exceeded those of the paired contract city. The cause of the cost difference between municipal agencies and private contractors cannot be identified with certainty. However, significant differences in the management practices and technology used by municipal cities as compared to contractors were found.

The absentee rate in municipal cities (16.2%) is higher than that of contractors (10.1%). Contractor crews work longer shifts (8.96 hours versus 7.60 hours) and clean more curb miles per hour (3.46 compared to 2.71) than their municipal counterparts. The latter is achieved in spite of the fact that contractor crews expend more time unproductively traveling to/from disposal locations. The net result is that contractor sweepers sweep faster and more often, municipal sweepers sweep at a slower rate and less often. The level of cleanliness achieved is almost identical (1.62 for contract cities and 1.66 for municipal cities).

Contractors also employ a more standardized fleet than municipal operations. On average, contractors used 1.2 different types of cleaning vehicles (e.g., mechanical sweepers, vacuum sweepers, flushers, etc.); municipal cities employed 1.8 different types. The fewer different types of equipment, the more familiar vehicle operators and mechanics can be with the equipment on hand. Also, the number of different spare parts that must be kept on inventory is minimized. Both these factors contribute to lower operating costs.

In terms of managerial practices, the workers to supervisor ratio was significantly different. Contractor supervisors had a span of control of 13.6 crewmen, significantly higher than the 6.86 workers each municipal supervisor directs on average. Contractor operations also had fewer managerial levels between the crewmen and firm or department head than did municipal operations: 1.3 versus 1.9. This promotes greater communications and worker morale.

Other managerial differences involve the level of authority delegated to supervisors. Contractor supervisors more often have the authority to fire workers and more often are responsible for the maintenance of their equipment. The more an individual is held responsible for performance, the more likely he will perform effectively.

Main Findings: The main findings of this analysis are summarized below:

- There is a significant cost difference between service delivered by a contractor as compared to that provided by a municipal agency. On average, holding constant the curb miles swept, the frequency of cleaning, the conditions under which cleaning occurs, and the quality of service provided, street cleaning by a municipal agency is 43% more costly than street cleaning performed by a private firm under contract to the municipality.
- The quality of service provided by contractors and municipal agencies is almost identical. On a four point rating scale, with 1=cleanest and 4=dirtiest, observers, on average, rated contract cities as 1.62 and municipal cities as 1.66.
- Most of the difference in the cost of contract as compared to municipal street cleaning appears to be explained by four factors: 1) speed and duration of sweeping -- contract crews sweep more miles per shift hour and work longer shifts than do municipal crews; 2) management and fringe benefits -- contractors achieve a much lower absentee rate (which here defines vacation absences as an absence) than do municipalities; 3) supervision of workers -- contractors have a much wider span of control for workers than do municipalities; and 4) responsibility for equipment maintenance -- contractors are more likely to be responsible for equipment maintenance than are the municipal departments delivering street cleaning services.
- Of the ten low-cost cities, three were municipal cities. Management factors that distinguished low cost (efficient) cities from high-cost (inefficient) cities include: 1) duration of street

sweeping -- crews in efficient cities tend to work longer shifts than do crews in inefficient cities; and 2) supervision of workers -- supervisors in low-cost cities have a wider span of control for workers than do inefficient cities.

Main Conclusions: Based on this study's analysis several suggestions for ways to improve the efficiency of street cleaning emerge. These are summarized below.

- The efficient provision of street cleaning services does not require a high level of supervision. One direct supervisor for every 12 workers (operators) was the average for the low-cost cities studied, compared to one direct supervisor for every 8 workers in high-cost cities. Productivity does not seem to be adversely affected by reduced supervision.
- Longer shifts are associated with higher productivity and efficiency. Shifts averaged 8.8 hours in the low-cost cities studied versus 7.8 hours in the high-cost cities. Cities on a typical 5-day, 8-hour day schedule should consider a 4-day, 10-hour day format.
- Lower costs are associated with faster, more frequent cleaning. Although slow sweeping speeds maximize cleaning power, and although cities sweep slower and less often than contractors, the quality of service provided by municipal and contract cities was rated as equal. Municipalities might do well to sweep faster and more frequently, as contractors do.
- The cleaning methods employed should be minimized. This lends itself to fleet/equipment standardization which, in turn, promotes cost efficiencies. These efficiencies are achieved via greater familiarity with equipment by their operators and mechanics (obviously the more types of equipment on hand, the less familiar staff can be with any one type) and via reductions in the volume of spare parts that must be kept in inventory.
- Equipment maintenance and other operating costs are a significant component of the cost of this service, accounting for 36% of the total cost of service delivery in the municipal cities studied. Equipment breakdowns are characteristic of the service; as such, back-up vehicles are required if service delivery is to be maintained. The capital cost of back-up vehicles can have disastrous effects on the cost of service delivery in cities the scale of whose operations are not sufficiently large to efficiently support such capital purchases. Small cities should consider joint purchases with neighboring small cities or lease/rent back-up equipment on an as-needed basis.

## 2. Janitorial Service

Summary: The total costs of service delivery include, in the case of contract cities, not only the payment to the contractor but also any costs the municipality incurs for contract monitoring. Total costs ranged from \$8,753 to \$418,713, with a 1982 average of \$88,856. The average city cleaned

56,776 square feet of building space; however, as each square foot is cleaned many times per year, the total number of square feet cleaned per year averaged 17,409 thousand. The average cost per square foot to be cleaned was \$1.46.

Municipal service providers with high janitorial costs might consider using part-time workers/cleaners. As the mini case studies point out, "municipal" cities upgrade their janitorial staff to higher job titles (and higher pay) so that they may be used for functions (e.g., plumbing work) other than those strictly janitorial in nature. However, in so doing, these people become "over qualified" for janitorial work. The city, as a result, has significantly higher than necessary costs. Cities should seriously consider assigning these other functions to non-janitorial personnel.

Main Findings: The principal findings in this analysis of janitorial services are:

- Costs in cities with municipal service provision average 73% higher than costs in cities which contract for janitorial services. This is so when holding constant the effect on costs of square feet to be cleaned, the cleaning tasks specified, and the cleanliness achieved.
- There is no difference in the quality of janitorial services provided by contractors as compared to municipal agencies. On a scale of 1=cleanest to 3=dirtyest, contractors rated an average of 1.65 while municipal agencies rated an average 1.66.
- Contractors, as compared to municipal agencies, tend: (1) to pay lower wages and fringes; (2) to use part-time workers; (3) to schedule cleaning during non-business hours; (4) to employ more equipment; and (5) to achieve a lower absentee rate. The factors most closely associated with low cleaning costs are wage rates and cleaning schedules.
- Disaggregating the sample by their level of efficiency, eight of the ten low-cost cities (i.e., cities whose cost per thousand square feet cleaned is below the sample median cost) are contract cities, and the other two are municipal cities. The remaining two contract and eight municipal cities are high-cost cities (i.e., cities whose cost per thousand square feet is cleaned above the sample median cost). Low-cost cities, compared to high-cost cities, tend: (1) to pay lower wages; and (2) to use younger workers.

Conclusions: The following suggestions for improving the provision of janitorial services are offered:

- Make every effort to schedule cleaning when rooms will not be in use;
- Use workers who perform cleaning functions only, and pay at the appropriate wage scale for such services;

- When the amount of cleaning to be done and the schedule does not provide a full day's work, do not hesitate to use part-time workers;
- When more than one building is to be cleaned, it is advisable to have basic equipment, such as supplies and mops, stored at each site, to eliminate the need for transporting equipment.

### 3. Residential Refuse Collection

Summary: Residential refuse collection is defined as the pickup and removal of refuse from households and small commercial establishments which are served on the same routes and with the same equipment as is used to serve households. The service is defined to include collection only; costs incurred after collection vehicles are emptied (whether into a transfer trailer, a landfill, or the pit of a resource recovery plant) are not included in the costs of refuse collection.

Findings are obtained from data collected on site from 20 California cities. In these cities, the total cost of service delivery (1982) averaged \$696,959. For contract cities, the average percentage of total cost which was attributed to payments to the contractor was 95.6%; thus, for this service, municipal monitoring costs amount to under 5% of total costs. The annual per household tons generated is 1.61, which translates into residential refuse generation of 3.07 pounds per capita per day. All cities studied provided once a week curb (or alley) refuse collections.

The annual cost per ton of refuse collected, a commonly used efficiency measure, averaged \$28.10. The cost per ton ranged from \$12.48 to \$43.62. The cost per cubic yard of refuse collected averaged \$8.20 with a range of \$4.35 to \$13.71. The average number of households served per crew shift was 445 with a range of 250 to 719.

Municipal workers received significantly higher wages and fringe benefits than did the refuse collectors employed by private firms. The average monthly wage of a municipal refuse collector was \$1,418, compared to the \$1,237 average monthly wage of an employee of a private firm. As refuse collection is a fairly labor-intensive service, with 49.1% of the costs of service delivery attributable to labor, this factor explains some of the difference in cost. It should be noted, however, that as all cities are in the same market area, the fact that municipalities pay higher wages is a choice; contractors in the same labor market are able to employ workers at lower wages who deliver the same quality service.

The statistical analysis of the cost of refuse collection predicted over 95% of the cost of this service. The most significant factors in explaining the cost of service are the total tons of refuse to be collected, the frequency and location of pickup, and the organizational arrangement for service delivery.

Residential refuse collection practices in 1982, as studied here, were also contrasted to practices observed in a 1974 study of this same service. In that study, municipal refuse collection was found to be more costly for

cities with populations over 50,000\* That 1974 study had a larger sample size, which allowed the disaggregation of the sample by size of city. No such disaggregation was possible here, given the small sample size; nevertheless, the results of this study of 20 California cities are in agreement with the results of the 1974 study of 315 United States cities (including 24 California cities). Interestingly, the capital intensity of refuse collection has increased over the past decade. The costs of refuse collection have increased 33%, less than half as much as the consumer price index, despite an increase of over 90% in the salaries paid to refuse collectors.

Main Findings: The main findings of this analysis of residential refuse collection services are:

- On average, refuse collection by a municipal agency is 28-42% more costly than refuse collection by a private contractor. This finding is the result of statistical analysis where the effect of quantity of refuse collected, refuse generation per stop, frequency and location of pickup, route density, and the quality of service provided are held constant.
- Quality of refuse collection service varied from 11.05 (best) to 92.7 (worst), with an average value of 34.3 for the municipal cities and 38.2 for the contract cities. Thus, the average quality of service provided by contractors and municipal agencies is almost identical.
- In comparison to municipal agencies, contractors are able to achieve lower absentee rates (7.9% versus 13.4%) and vehicle downtime ratios (6.2% of the contractor vehicles versus 16.2% of municipal agency vehicles are in the garage for repair, on average, at any time); are more likely to operate one-brand fleet; and contractor workers are more likely to make two loads per truck shift than are municipal workers.
- Of the ten low-cost cities, eight are contract cities. Management factors that distinguished low-cost (efficient) cities from high-cost (inefficient) cities include: 1) number of loads -- crews in low-cost cities are more likely to make two loads per truck shift than are high-cost cities; 2) absentee rates -- low-cost cities experience lower absentee rates than high-cost cities (absenteeism includes sick days, personal days, holidays and vacation days); 3) vehicle downtime -- a smaller percentage of low-cost city vehicles are non-functional and in the garage for repair at any one time than in high-cost cities; 4) incentive systems -- low-cost cities are more likely than high-cost cities to have their workers on a "go-home-when-route-is-finished" incentive system.

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\*E.S. Savas, et al., The Organization and Efficiency of Solid Waste Collection (Lexington, Massachusetts; D.C. Heath & Company, Lexington Books, 1977).

Main Conclusions: Based on this study's analysis several policy guidelines emerge which are summarized below.

- Longer shifts and incentive systems are associated with higher productivity and efficiency. Cities on a 5-day, 8-hour day schedule, for example, should consider a 4-day, 10-hour day format. A program allowing crews to go home when their route is completed should also be considered for implementation.
- Low costs are associated with keeping collection vehicles in good operating condition. Cities should structure and implement comprehensive preventive maintenance programs. Further, responsibility for equipment maintenance should be located within the department responsible for service delivery. Should the scale of the residential refuse collection operation not be sufficiently large to justify a full-scale, in-house maintenance facility for all repairs, service agencies should consider: retaining in-house mechanics for minor maintenance and preventive maintenance; and/or, assigning central garage mechanics to work solely under the direction of the manager of the refuse collection agency.
- Standardization of the refuse collection fleet promotes cost efficiencies. Standardization allows vehicle operators and mechanics to become familiar with the equipment on hand (obviously, the more types of vehicles on hand, the less familiar staff can be with any one type). Standardization also means a lesser volume of spare parts must be kept in inventory which, in turn, lends itself to cost efficiencies.
- Lower refuse collection costs are associated with increases in the quantity of refuse at each stop. Cities should encourage neighboring residents to place their cans or bags of refuse together at the adjoining lot line rather than in the center of each lot.

#### 4. Payroll Preparation

Summary: Payroll preparation costs are computed as the sum of labor, fringe benefits, other operating, overhead, and capital depreciation of equipment. Municipal payroll employees include those involved in timekeeping, preparation of payroll transmittal forms, supervision of contractors, printing and distribution of paychecks and other functions associated with payroll preparation. These municipal costs are included in the cost of payroll preparation for both municipal and contract cities. In contract cities, the payments to the contractor are also included in the total cost. Cost, output, and technology/ management information was obtained through on-site data collection efforts from ten contract cities and eleven municipal cities.

The cost of payroll preparation is positively related to the number of checks issued, and negatively related to the percentage of employees paid on a salary basis and the time required to prepare paychecks; organizational arrangement does not have a significant relationship to cost. These variables explain 83% of the variance in the total cost of payroll preparation.

On average, the per employee cost of payroll preparation was \$152; this figure includes the costs associated with timekeeping. The cost per paycheck issued was \$5.97, with a range of \$2.35 to \$10.27. The errors in paychecks averaged .7% in municipal cities and .55% in contract cities; this difference is not statistically significant.

A 1% increase in the percent of employees who are salaried (rather than paid by the hour) is associated with a statistically significant 1.0% decrease in the costs of payroll preparation. A decrease in the speed with which paychecks are prepared is also associated with a decrease in the costs of payroll preparation; every extra day between the end of the pay period and the delivery of paychecks reduces the cost per paycheck, on average, by about \$1.17.

This is a clear case where defining the costs of service delivery to include municipal functions of preparing data and supervising the contractor affects the outcome of the analysis. Contractor payments average but 31.3% of the costs of payroll preparation in contract cities. If one compared the total costs of municipal payroll preparation to the payments to the contractor, one would find the costs in the latter case to be significantly lower than in the former. However, for this service, such a procedure would be fallacious. The contractors sampled have, in general, simply run the computer program to generate the paychecks. They do not, on average, gather the data to prepare the payroll transmittal form, keypunch the data, sign the paychecks, or distribute the paychecks. These very essential payroll tasks are performed by municipal employees even in the case of "contract" cities.

It would appear, then, that cities with adequate data processing capability would probably do as well preparing the payroll themselves as in contracting out. Of course, individual cities must make individual analyses before deciding on a particular organizational arrangement. In the ten contract-municipal pairs of cities which were studied, in four cases the contract city was less costly than the municipal city while in the remaining six cases the reverse was true.

Main Findings: The major findings of this study of payroll preparation are:

- Costs in cities which contract for payroll preparation are no different from those of cities where payroll is handled entirely by municipal workers.
- There is no difference in the quality of payroll service provided by contractors as compared to municipal agencies.
- Cities with the lowest costs of payroll preparation tend: 1) to achieve lower absenteeism; 2) to have a younger workforce; 3) not to reward workers with bonuses for suggestions; 4) to have the contractor sign the check if the service is contracted out; 5) not to have the data processing division in the same department as payroll; 6) to pay a smaller percentage of all municipal workers on an hourly -- as compared to salaried -- basis; 7) to have lower error rates in paychecks; and 8) to have slightly less speedy payroll preparation.

Main Conclusions: The following suggestions for improving the efficiency of payroll preparation are offered:

- Any city which does decide to contract out for payroll preparation should carefully consider specifying that the contractor, in addition to running a computer program, input data and run the check signing machine.
- Cities should pay as many workers as possible on a salary, rather than on an hourly basis (assuming that conversion to salary pay does not initiate benefit programs whose additional cost exceeds the saving in paycheck preparation).
- As each paycheck costs about \$6.00 to prepare, cities can save money by paying workers less often -- e.g., twice a month instead of biweekly.
- Managers should encourage high quality (more accurate) payroll preparation, though not through incentive pay systems.
- Cities might consider smoothing the payroll preparation schedule, perhaps by increasing the interval from the receipt of the payroll transmittal form to the production of checks.

#### 5. Traffic Signal Maintenance

Summary: Traffic signal maintenance costs are computed as the sum of labor, fringe benefits, other operating expenses, overhead, and capital depreciation involved in the repair and preventive maintenance of traffic signal devices. All of these municipal items are included in the cost of traffic signal maintenance for both municipal cities and contract cities. In the case of contract cities, the municipal costs are mainly for contract monitoring, and total costs are the sum of payment to the contractor plus municipal monitoring costs. Output, quality, technology, management and cost data were obtained through on-site data collection efforts in ten contract and ten municipal cities.

On average, the cost per signaled intersection maintained in 1982 was \$1,672. The range in values for intersection maintenance was \$842 to \$2,801. Of the ten matched pairs, in 7 cases the contract city's cost per signaled intersection was lower than that of the municipal city. The average cost per visit (excluding electricity) was \$110 for the entire sample; the range in costs was \$40-\$217.

The twenty cities studied each maintained an average of 52 intersections. Scale ranged from a minimum of 12 to a sample high of 156 intersections. All cities with the exception of one municipal city, had a preventive maintenance (PM) program. Contractors, however, made significantly more PM checks/actions per intersection per year (56.5) than municipal service providers (31.2).

An average of 56 intersections were maintained for each full time equivalent worker -- with a range of 19 to 103. In terms of the quality of service delivered, there was no significant difference between the contract

and the municipal cities when quality of service was measured as the speed of repair of intersections, or as the number of items awaiting repair on a given day. The sample average for the former measure of quality was 58.9 minutes and 2.25 items for the latter.

All contract cities and seven of ten municipal cities use a one man crew. The remaining three municipal cities use a two man crew. This may help explain why labor costs account for an average of 62% of total costs in municipal cities and 54% of total costs in contract cities. On average, 13.3% of the costs of signal maintenance in contract cities goes for municipal monitoring expenses.

Main Findings: The principal findings in this analysis of traffic signal maintenance are noted below.

- Holding constant the number of intersections maintained, the number of preventive maintenance visits per intersection per year, and the quality of service delivered, on average, municipally delivered traffic signal maintenance is 56% more costly than is the same service provided by a private contractor.
- In comparison to contract cities, municipal cities tend to: (1) take longer to complete repairs. They have no backup crew members and, if unable to complete a repair due to lack of parts or equipment, they must go and get it and return to complete the repair; (2) spend more time in a response mode rather than in a preventive one. They are so busy "putting out fires" (responding to requests) that they are unable to get "ahead" of future problems; (3) allocate less time to preventive maintenance and perform significantly fewer preventive maintenance checks or activities; (4) have older and generally less sophisticated systems and therefore repairs are more serious and take longer to make; and (5) have less productive workers -- each contractor repairman maintains 70 intersections compared to 43 intersections per municipal repairman.
- Regarding the quality of service, municipal cities get to repairs faster (37 versus 43 minutes) but take longer to do the repair (77 versus 37 minutes) than contract cities. The net result is that there is no significant difference between municipal and contract cities in the total time elapsed between receipt of a repair request and completion of the repair.
- Six contract cities were among the ten cities with below-median unit costs. These ten low cost cities were, in comparison with the high cost cities, likely to: (1) handle absences by reassigning workers rather than by requiring overtime; (2) assign specialized tasks to workers; (3) have an older work force; (4) require that supervisors inspect some but not all work done by signal maintenance crews; and (5) have fewer master controllers.

Main Conclusions: The following suggestions for providing traffic signal maintenance service are derived from the analysis of the twenty

cities. Most could be effected by a city without a change in organizational arrangement for signal maintenance.

- Cities should have a preventive maintenance program. Each signal should be inspected periodically; frequency of once a month is recommended. Preventive maintenance should include: the inspection and cleaning of controllers; timing checks; and the replacement of signal lamps at specified intervals.
- Lower costs are associated with more sophisticated signal technology. Cities should design and implement a capital replacement program, installing solid state signal technology. Postponement of capital expenditure may not save money, as older systems are more expensive to maintain than newer systems.
- Cities should properly train repair staff. Staff should be largely responsible for repair completion. Traffic signal supervisors/foremen should serve more as working managers and leadmen than as inspectors. They should assist repairmen on difficult repair assignments. Otherwise, foremen should not inspect each and every repair done by a repairman; they should have their own repair assignments.
- Cities should consider merging traffic signal operations with other related municipal service operations -- e.g., street lighting -- in order to share overhead and other expenses. Street lighting staff, for example, possess similar skills to traffic signal crews and must travel to the same work locations (street lights are often located on traffic signal support poles). This merger would allow cities to avoid redundancies in work efforts. Additionally, the larger staff would allow more flexibility in reassigning workers to handle absences.

## 6. Asphalt Overlay Construction

Summary: This study defines asphalt overlay construction as the application of a new asphalt surface to an existing street. Asphalt overlay construction costs are computed as the sum of labor, fringe benefits, other operating costs, overhead costs and capital expenditures. Other operating costs include payments to contractors in contract cities. Municipal costs are included in the cost of asphalt overlay construction in both municipal and contract cities; in the latter case, these municipal costs are largely those costs of contract letting and supervision.

The cost of asphalt overlay construction is closely related to tons of asphalt, labor intensity and the maximum width of pavers. Organizational arrangement is also highly significant. Contract city costs averaged \$41.19 per ton, significantly less than the municipal city mean cost of \$76.00. The sample mean was \$58.59. Contract city costs fell within a limited range (\$30.63 to \$52.74 per ton) whereas municipal costs showed large variations (\$45.15 to \$136.77). Eight of the sample's ten low-cost cities used contractors to provide this service. The mean cost of municipal service is 84% higher than the mean cost of contract service. This is

very close to the more accurate estimate of the difference in cost between the organizational arrangements -- 96% -- obtained via regression analysis.

This cost advantage is achieved via the superior productivity of contractor employees versus municipal workers. Contract cities averaged 4,508 tons per full-time equivalent (FTE) employee compared to 1,180 tons per municipal FTE employee. This productivity edge enables contractors to overcome the higher salaries they pay and higher asphalt costs they incur. Contractor crewmen earn \$29,049 per year compared to \$18,384 annually for the same category of municipal employees. Contractors pay on average \$27.58 per ton for asphalt versus the \$23.38 per ton that municipalities pay.

Contractors also provide a higher quality of service than their municipal counterparts. Out of a perfect score of 100, asphalt overlays put down by contractors were, on average, rated 97.2 while those put down by municipal agencies were, on average, rated 94.9. The skill of the equipment operator is the key factor in laying a uniformly even and smooth overlay. Contractors on average employ equipment operators with more experience who, in turn, command the higher salaries. Contractor paver operators average 12.11 years of experience compared to 7.78 years for their municipal counterparts.

The production of this service requires that significant capital and human resources be available at the time an overlay is placed. This includes such high cost items as pavers and compactors. This self-propelled paver has the capacity to lay large quantities of asphalt; production, however, is tied to the rate asphalt is delivered and the number and capacity of rollers on site to compact the asphalt which must be rolled while hot.

Contractors generally possessed better technological capabilities than municipal cities. They more often employ self-propelled pavers with greater paving widths. They also use larger rollers in addition to a greater number of rollers. The maximum width of pavers used by contractors averaged 14 feet compared to 10.25 feet in municipal cities. Contractors generally had 2.0 rollers on site averaging 11.0 tons each; corresponding statistics for municipal cities are 1.5 rollers, averaging 7.89 tons.

The delivery of this service, in addition, normally requires a large crew on site. Contractors, on average, employed larger crews (11.00 men versus 8.30 men). A city intent on providing this service with municipal employees must have an operation of sufficient scale to support expenditures for the necessary manpower and equipment. If not, unit costs are expected to be greater than when the optimum labor/equipment mix is operated at capacity.

Management practices also have a direct impact on achieving greater efficiency. Contractor supervisors generally have the authority to fire workers and are responsible for the care and maintenance of equipment. In contrast, these functions are more often centralized in municipal departments other than those actually laying the asphalt where the service is municipally-provided. In 8 out of 10 cases, contractor direct supervisors

have the authority to fire workers; this same authority was granted to municipal supervisors in only 3 of 10 instances. In all cases, contractor supervisors were responsible for the care and maintenance of their equipment. This same responsibility was placed on municipal managers in only 2 cases. Another significant management difference between contractors and municipal agencies is that the former is more likely to have a supervisor on site continuously directing overlay operations.

Main Findings: The major findings of this research are summarized below.

- There is a significant cost difference between service delivered by a contractor compared to that provided by a municipal agency. On average, asphalt overlay construction services provided by a municipal agency are 96% more costly than when performed by a private firm under contract to the municipality.
- There is no significant difference in the quality of service provided by contractors and that provided by municipal agencies. Using a rating system modified after one developed by the Asphalt Institute, asphalt overlays put down by contractors had an average rating of 97.2 (out of a perfect score of 100), while those put down by municipal agencies had an average rating of 94.9.
- Most of the difference in the cost of contract as compared to municipal asphalt overlay construction services appears to be explained by five factors: (1) higher productivity -- contractor crews put down more tons of asphalt per man-day than municipal operations; (2) technology -- contractors use pavers with larger paving widths and heavier rollers than their municipal counterparts; (3) management -- contractors assign larger crews to an overlay project than do municipal agencies; (4) supervision of workers -- contractor foremen are more likely than municipal foremen to remain on-site directing operations continuously throughout a shift and are also more likely to have the authority to fire workers; and (5) responsibility for equipment maintenance -- contractors are more likely to be responsible for equipment maintenance than are the municipal departments delivering asphalt overlay services. Contractor crewmen are also paid significantly more than comparable municipal employees.
- Comparison of the high-cost cities versus the low-cost cities confirms that the differences between contractors and municipal agencies affect the cost of service delivery. High cost cities are those ten cities whose cost per ton of asphalt laid is above the median. Eight municipal cities and two contract cities were identified as "high cost"; the remaining two municipal and eight contract cities are "low cost" -- i.e., below the sample median cost per ton. Contrasted to the high-cost cities, low-cost cities use heavier rollers, are more likely to have the service provider responsible for equipment maintenance, and pay higher wages. These same differences are significantly different between contract and municipal cities. Two additional factors distinguish low-cost cities from high-cost cities: (1) labor

intensity -- in low-cost cities a lower percentage of total service costs is devoted to labor than in high-cost cities; and (2) experience of crewmen -- low-cost city equipment operators have significantly more years of experience than do the equipment operators in high-cost cities.

Main Conclusions: Based on this study's analysis, several suggestions for improving the efficiency of asphalt overlay construction emerge. These suggestions are summarized below.

- The efficient provision of asphalt overlay construction services requires supervisors on the site directing operations continuously throughout a shift. Supervisors should be given sufficient authority and responsibility for the efficient delivery of the service.
- Lower costs are associated with large crews using high-capacity equipment -- i.e., pavers with large paving widths and heavier rollers. Equipment operators should be experienced in the operation of paving and compaction equipment.
- Cities should ensure, prior to making any investments in the human and capital resources to provide this service efficiently, that they will be able to maximize their utilization. If a city's operation is not managed so as to utilize these resources fully, its unit costs (i.e., cost per ton) can be expected to increase as they incur the cost of carrying often idle equipment and staff. Cities with minimum asphalt overlay needs should consider securing this service from alternate sources. A city intent on providing this service with municipal employees should consider joint equipment purchases with neighboring cities or be able to rent/lease equipment on an as-needed basis.

## 7. Turf Maintenance

Summary: The total costs of turf maintenance include all municipal expenses, including depreciation of capital equipment, where municipal agencies provide the service. For service delivered by a private firm under contract to the city, costs are defined as the sum of the payments to the contractor plus all municipal expenses incurred for contract overseeing and letting. The total costs of turf maintenance for the ten contract and ten municipal cities studied here averaged \$120,250, with a range of \$8,400 to \$245,814.

The costs per acre mowed (maintained) averaged \$87.35 (\$3,959). These costs had a quite striking range: from \$39.11 to \$167.65 for acres mowed and from \$1,369 to \$8,718 for acres maintained. Another efficiency measure, number of full time equivalent employee hours expended per acre mowed\* has a mean of 5.27 and a range of 2.14 to 9.87. Thus, all the efficiency measures have a range of at least 400% between the minimum and

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\*Acres mowed = acres maintained x number of times mowed per year.

the maximum. In all cases, the city with the lowest cost per acre or use of personnel per acre had contract service delivery while the city with the highest cost per acre or use of personnel per acre had municipal service delivery.

There is no significant difference in the quality of service performed by contractors as compared to municipal employees. On a direct observation rating scale ranging from 1 (excellent) to 4 (poor), contract cities were given an average rating of 1.65 while municipal cities were given an average rating of 1.77. No city's rating fell lower than 2.76.

On average, holding scale, level of service (number of activities performed and frequency of performance), conditions where service is provided (% of terrain with no problems), and quality of service constant, municipal service delivery is 40% more costly than contract service delivery. This finding is obtained via a multiple regression analysis; the estimating equation explains over 83% of the total variance in the cost of turf maintenance.

Examining this finding further, one observes that this cost difference appears to be strongly related to the different labor structure in cities providing the service municipally compared to that in those providing it under contract. Unlike other services studied, workers are highly unionized or organized into employee associations in the public sector but not in the private sector. Municipalities pay significantly higher salaries to laborers (\$14,851) than do contractors (\$11,470). Fringes, too, are higher for municipal workers, averaging 40.5% as opposed to 19.3% for workers in firms that are contracting with municipalities. In addition municipalities tend to use more direct labor per acre mowed than do contractors. Municipal workers are older, with longer tenure which might contribute to higher salaries. From the administrative standpoint, municipalities tend to supervise their workers through formal communications and field oversight more so than do contractors. Contractors tend to use hourly laborers, paying them minimal fringe benefits and allotting them minimal or no vacation and sick days.

Other findings of the analysis relate to scale and level of service. Each 1% increase in acres maintained leads to a 1% increase in total costs -- implying no significant economies of scale. A 100% increase in activities performed (from mowing 26 times a year to mowing 52 times a year, for example) is associated with a 37.1% increase in costs. Size of crew and number of mowers per crewperson do not have a significant impact on costs. Overall, it appears that cities which can reduce absenteeism, restructure their vacation packages, and allow more flexibility in personnel practices, permitting supervisors more direct control, can lower their costs without affecting the level or quality of turf maintenance services.

**Main Findings:** The major findings of this analysis of contract versus municipal turf maintenance are:

- Holding constant the scale, level of service, condition under which maintenance occurs, and quality of service delivered, municipal turf maintenance costs are, on average, 40% more than contract turf maintenance costs.

- The major factor explaining this cost difference is worker remuneration. Municipal workers receive salaries and fringe benefits averaging \$20,866 while the contractors' workers receive an average salary and fringe compensation of \$13,686. A major component of the difference is fringe benefits -- municipal agencies pay over 40% and contractors pay just under 20% of salaries as fringe benefits.
- The quality of turf maintenance services was about 7% higher in the contract cities compared with the municipal cities according to an average quality of service rating. This difference, however, was not statistically significant.
- The higher cost of turf maintenance services in the 10 municipal cities compared with the 10 contract cities may be explained, in part, by the following managerial factors: (1) absentee rates -- the municipal turf maintenance workers show much higher absentee rates (which includes vacation time) than contract workers; (2) tenure and unionization -- municipal workers are significantly more likely than contract workers to be older, employed for a longer period of time, and members of unions; (3) supervision of laborers -- contractors have greater flexibility than municipalities in supervision practices such as hiring and firing workers.
- A comparison of high and low cost service deliverers, regardless of organizational arrangement, indicates that lower costs are associated with less generous vacation and wage and fringe benefit packages, lower absenteeism, and delegation of more authority to first line supervisors.

Main Conclusions: Several policy guidelines have been developed from the pooled and matched-pair analyses (i.e., the regression, mini case study, high-cost and low-cost city and management factor analyses):

- The cost of turf maintenance does not appear to be related to the degree of mechanization of mowing activities. Mowing equipment represents the most prevalent category of capital equipment used for turf maintenance in most of the cities sampled. Although the samples of municipal and high cost cities used a larger number of lawnmowers per crew member than the contract and low cost cities, the greater reliance on machinery did not appear to be associated with lower service costs.
- The sample of high cost cities paid their turf maintenance laborers significantly higher monthly wages than the low cost cities; however the quality of services in both samples was virtually identical, which suggests that higher labor costs did not necessarily translate into higher quality turf maintenance work.
- Turf maintenance services are highly labor-intensive; salary and fringe benefit costs, on average, comprise approximately 70% of total municipal turf maintenance costs and it is likely that labor costs also comprise an appreciable percentage of the

contractor's total costs. Therefore, cities which limit labor costs, regardless of organizational arrangement, can achieve considerable service cost savings without a loss of service quality.

- The size of turf maintenance crews was slightly higher in the contract cities compared with the municipal cities; however, the crew size in both high and low cost cities averaged 3.2 laborers. It therefore appears that crew size cannot be directly related to cost of service savings, according to the data in this analysis.

## 8. Street Tree Maintenance

Summary: Street tree maintenance is defined as the pruning or trimming and caring of trees located along public thoroughfares. When a tree is trimmed, crews typically remove dead, decayed, broken and/or damaged (from storms, fungus, insects or otherwise) branches. Also included under pruning is the removal of suckers and other undesirable branches. Tree maintenance may also encompass other tree care related activities such as removal of stumps, replanting trees to replace those which are removed, cavity work and other damage control, bracing, cabling and guying to support or strengthen trees or tree structures, analyzing soil, fertilizing, watering, retarding growth, and spraying to control insects and diseases.

Street tree maintenance costs are computed as the sum of labor, fringe benefits, other operating costs, overhead costs and capital expenditures. Other operating costs include payments to contractors in contract cities. Municipal costs are included in the cost of street tree maintenance in both municipal and contract cities; in the latter case, these municipal costs are largely those costs associated with contract letting and supervision. An average of 25.7% of total service costs in contract cities is devoted to municipal overhead and contract monitoring costs.

Street tree maintenance services are highly labor intensive. Nearly 70% of the total cost of the service is comprised of labor and fringe benefit costs in both municipal and contract cities. For the 20 sample cities the mean total cost of service delivery is \$149,534. On average, each city made approximately 2,448 adjusted tree trimming visits annually\*\*. Sample cities provided an average level of pruning care of 1.98 on a scale of 1 (most extensive) to 3 (least extensive).

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\*The maintenance of trees located in parks or public building grounds has been excluded from this study.

\*\*"Adjusted tree visits," was calculated in order that comparisons could be made between street tree maintenance service in different cities. This was necessary as street tree maintenance is characterized by a number of sub-services or activities -- e.g., tree trimming, tree removal, staking, planting, etc. These service characteristics do not lend themselves to standardization of service levels; this in turn, does not facilitate the comparison of observations. To overcome this problem, the number of visits was adjusted to equal tree-trimming equivalents.

The average cost per adjusted tree trimming visit for the sample was \$54.16, ranging from a sample low of \$20.25 to a high of \$130.99. A non-monetary performance measure is the quantity of labor hours expended per adjusted tree trimming visit. The sample average was 2.43, ranging from a low of .56 to a sample high of 7.01 labor hours per adjusted tree trimming visit.

Overall, the quality of street tree maintenance services was good. Based on observations by a professional arborist of the first ten street trees encountered on ten randomly selected streets in each of the 20 sample cities, with each tree rated on a four point scale (1=excellent ... 4=poor), the average rating was 1.98. Further, 37.3% of all trees rated received an "excellent" quality rating.

A definite relationship was found between the level of service and service costs in both municipal and contract cities. The mean cost of street tree maintenance services was lower in cities that prune trees at a less extensive level and higher in those cities that provide a high level of service. Cities that provide a high level of service employ more labor than cities that provide a low level of pruning service. Cities that utilize more labor were found, not unexpectedly, to be significantly more likely to be high cost cities than low cost cities. Contract cities, however, appear to show lower service costs than municipal cities when both provide an extensive level of pruning service.

Main Findings: The main findings of this analysis are summarized below.

- There is a significant difference between the cost of street tree maintenance services in the contract and municipal cities. On average, holding constant the number of adjusted tree trimming visits, the level of pruning, the number of tree maintenance activities conducted, and the quality of service delivered, municipal tree maintenance activities are 37% more costly than are contract city operations.
- The quality of street tree maintenance services in the contract and municipal cities is virtually identical. The average quality of service rating (reflecting tree safety, quality of pruning cuts and general health of street trees as determined by a professional arborist), using a four point rating scale (1=excellent and 4=poor) was 1.94 in the municipal cities and 2.02 in the contract cities. This slight difference was not statistically significant.
- A number of management factors appear to explain the difference in the cost of contract and municipal street tree maintenance services: (1) personnel costs -- the mean salary and fringe benefit rates of contract laborers are somewhat lower than equivalent municipal workers; (2) absentee rates -- municipal street tree maintenance workers are absent more often than contract laborers (vacation absences are included in this calculation); (3) tenure and unionization -- the municipal street tree maintenance workers are significantly older and show higher lengths

of employment and percentages of union membership than contract workers; (4) supervision -- municipal workers have significantly more levels of supervisors between themselves and top management personnel, and contract supervisors have more flexibility than municipal supervisors in regard to hiring and firing laborers; and (5) equipment maintenance -- contractors are significantly more likely than municipal street tree maintenance departments to be responsible for equipment maintenance.

- Of the ten low-cost cities (i.e., those cities with the ten lowest cost per adjusted tree visit), four were municipal cities, the remaining six were contract cities. High-cost cities, as opposed to low-cost cities, provide a significantly higher level of pruning service; perform more tree maintenance activities; had significantly more trees with an "excellent" quality rating; and employ more labor hours per adjusted tree trimming visits.

Main Conclusions: The following suggestions for improving the efficiency of street tree maintenance are offered:

- The cost of street tree maintenance service is directly related to the level of service provided. Cities which provide an extensive level of pruning care and conduct a number of tree maintenance activities devote significantly more labor hours to each tree visit. In a labor intensive service such as this, the result is high service costs. Although cities receive for this expenditure a higher quality of service as measured by the number of individual trees which are rated as "excellent", overall the quality of service is not significantly improved. Cities could reduce the level of service they provide, thereby reducing labor and total service costs with minimal effect on overall street tree quality.
- Contract cities exhibit lower service costs than municipal cities when both provide an extensive level of service. This appears, in part, to be attributable to the manner in which contractors employ labor. They schedule a concentrated effort during limited time periods over the course of the year to client cities. Municipal managers should consider employing their municipal street tree maintenance crews in a similar fashion, assigning them to other tasks during the intervening time periods.

Cook  
4/29/85 ✓

Original sponsors: Fahrenkamp and  
Bennett

1  
2 IN THE SENATE

BY THE LABOR AND  
COMMERCE COMMITTEE

3 CS FOR SENATE BILL NO. 166 (L&C)

4 IN THE LEGISLATURE OF THE STATE OF ALASKA

5 FOURTEENTH LEGISLATURE - FIRST SESSION

6 A BILL

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8 for recipients of state grants; and providing for an  
9 effective date."

10 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

11 \* Section 1. PURPOSE. The legislature finds competitive bidding to be  
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13 the construction or repair of a public facility at the lowest price and of  
14 the highest quality. The purpose of this Act is to ensure that a recipient  
15 of a state grant or appropriation utilizes competitive bidding procedures  
16 in awarding a construction or repair contract financed with the state  
17 money.

18 \* Sec. 2. AS 37.05.315(a) is amended to read:

19 (a) When an amount is appropriated or allocated as a grant to a  
20 municipality, the Department of Administration shall promptly notify  
21 the municipality of the availability of the grant. When the Depart-  
22 ment of Administration receives an agreement executed by the munici-  
23 pality that [WHICH] provides that the municipality [(1)] will (1)  
24 spend the grant for the purposes specified in the appropriation or  
25 allocation; (2) [WILL] allow, on request, an audit by the state of the  
26 uses made of the grant; [AND] (3) assure [ASSURES] that, to the extent  
27 consistent with the purpose of the appropriation or allocation, the  
28 facilities and services provided with the grant will be available for  
29 the use of the general public; and (4) comply with AS 37.05.320 -  
37.05.323, the Department of Administration shall pay the grant

1 directly to the municipality. The agreement executed by a municipal-  
2 ity under this section shall be on a form furnished by the Department  
3 of Administration and shall be executed within 60 days after the  
4 effective date of the appropriation or allocation.  
5

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7       Sec. 37.05.316. GRANTS TO NAMED RECIPIENTS. When an amount is  
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9 recipient that [WHICH] is not a municipality, the department to which  
10 the appropriation or allocation is made shall promptly notify the  
11 named recipient of the availability of the grant and request the named  
12 recipient to submit a proposal to provide the goods or services speci-  
13 fied in the appropriation act, or both, for which the appropriation or  
14 allocation is made. At the same time, the department may issue a  
15 request for proposals from other qualified persons to provide the same  
16 goods or services, or both, in the same area. The department shall  
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25 within 60 days after the effective date of the appropriation or allo-  
26 cation. The purchase of the goods or services, or both, shall be in  
27 accordance with AS 37.05.230(1)(B), and the recipient must agree in  
28 writing to comply with AS 37.05.320 - 37.05.323.

29 \* Sec. 4. AS 37.05.317(2) is amended to read:

(2) The Department of Community and Regional Affairs shall

1  
2 determine if there is a qualified incorporated entity in the community  
3 area that will agree to receive the grant and administer it, subject  
4 to terms generally applicable to private grantees, and will agree in  
5 writing to comply with AS 37.05.320 - 37.05.323. If there is more  
6 than one such entity, the Department of Community and Regional Affairs  
7 shall select the most qualified and the grant shall be awarded to that  
8 incorporated entity for the purposes specified in the appropriation  
9 act. However, the Department of Community and Regional Affairs shall  
10 give preference to a nonprofit corporation organized by a community  
11 for receipt of the grant.

12 \* Sec. 5. AS 37.05 is amended by adding new sections to read:

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15 for with money from the grant on the basis of competitive bids. The  
16 recipient shall solicit bids by publishing notice calculated to reach  
17 prospective bidders in a newspaper with statewide circulation and in a  
18 newspaper serving the area within which the project is located.  
19 Notice shall be published for at least three consecutive week days and  
20 at least 21 days before bids are opened. Notices shall also be posted  
21 in public places in the area within which the project is located.  
22 Bids must be sealed when received and must be opened in public at the  
23 hour stated in the notice.

24 (b) The recipient shall award the contract to the lowest respon-  
25 sive and responsible bidder, or it may reject all bids. If a satis-  
26 factory bid is not received, the recipient may solicit new bids in  
27 accordance with (a) of this section.

28 (c) If the recipient is a municipality that has adopted a com-  
29 petitive bidding ordinance that substantially meets the requirements  
of this section, the municipality shall comply with the ordinance and

1 is exempt from the bidding requirements of this section.

2 (d) This section applies if the

3 (1) grant is for the alteration, repair or construction of  
4 a public facility or the improvement of real property;

5 (2) recipient contracts with another to provide services or  
6 materials using money from the grant for payment; and

7 (3) amount of the contract exceeds \$1,000,000.

8  
9 Sec. 37.05.322. FORCE ACCOUNTING. (a) A recipient of a state  
10 grant for the alteration, repair, or construction of a public facility  
11 or the improvement of real property may use force accounting on the  
12 project only if the recipient certifies to the department administer-  
13 ing the grant that it

14 (1) can complete the projet as well or better with the same  
15 amount of money or less by using force accounting rather than competi-  
16 tive bidding;

17 (2) has or can acquire the services of a person with the  
18 expertise to complete the project in a timely manner within the pro-  
19 ject budget; and

20 (3) shall obtain a performance and completion bond or  
21 otherwise ensure completion of the project.

22 (b) A recipient that uses force accounting on a project under  
23 this section is exempt from AS 37.05.319.

24 Sec. 37.05.323. EMPLOYMENT OF RESIDENTS IN ECONOMICALLY DE-  
25 PRESSED AREAS. (a) A recipient of a state grant for the alteration,  
26 repair, or construction of a public facility or the improvement of  
27 real property in an economically depressed area shall assure that at  
28 least 50 percent of the persons employed on the project are residents  
29 of the area. To the extent that there are not a sufficient number of  
qualified residents available to work on the project, the recipient is

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exempt from this section.

(b) In this section, "economically depressed area" means an area with an average per capita annual income that is below the statewide average and with an unemployment rate that is greater than 23 percent.

\* Sec. 6. This Act takes effect July 1, 1985.

Received 4/26/86



# Alaska State Legislature

## Senate

Official Business

Pouch V  
State Capitol  
Juneau, Alaska 99811

To: Sen. Fred Zharoff

From: Sen. Frank R. Ferguson *FR*

Date: April 24, 1985

Subj: SB 166

Attached is compromise language worked out with the Associated General Contractors regarding force accounting on state funded capital projects. This compromise is our best effort to find a means to allow for cost effective capital construction throughout the state.

We have a local hire provision as well as provision that will protect community force accounting under \$1,000,000. Any change in the standards for communities to perform force accounting, the local hire provision or an amount less than the \$1,000,000 threshold for force account eligible projects would be completely unacceptable. I have worked in good faith with the AGC and know they support the compromise as presently drafted.

If you have any questions, please contact my office.

4/23/85 4:00pm

AMENDMENTS TO SB 166 and HB 352

Page 4, line 7

(3) amount of the contract exceeds [\$100,000] \$1,000,000.

Page 4, line 2, a new section (d), renumber following accordingly:

(d) Force account for construction, alteration, or repair of a capital project that is funded entirely or partially by the state may be used if:

(1) a community certifies that it can accomplish more product with the same dollar amount or same product with less dollar amount or same product with the same dollar amount;

(2) a community certifies that it has the expertise to accomplish the project or hire a person with the expertise to accomplish the project in a timely manner and within budget, and;

(3) a community certifies that it shall post a performance and completion bond or otherwise insure completion of the project other than with a performance and completion bond.

(4) a community that fails to comply with (1), (2) and (3) shall competitively bid the project.

Page 4, line 8, a new Sec 6, renumber following accordingly:

\*Sec. 6 ECONOMICALLY DEPRESSED COMMUNITY:

In the performance of contracts in a community that is economically depressed residents of the area shall be employed where they are available and qualified. Under any contract for construction, repair or alteration of public improvements funded in whole or in part by state funds the worker hours shall be performed by at least fifty (50%) percent residents of the community. To the extent there are not sufficient resident workers qualified and available for work, a contractor shall be exempted from the provisions of this section to the extent of such unavailability.

DEFINITIONS:

Economically depressed community means that the annual income to workers in the community dropped below the average annual income for workers statewide and the community has an unemployment rate above 23 percent.

LETTER OF INTENT  
TO DEFINE U.I. RATE;

4/23/66 4:00

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Introduced: 4/3/85  
Referred: Community & Regional  
Affairs, Judiciary and Finance

BY CATO, HURLEY, GRUENBERG,  
M.W.MILLER, RINGSTAD, COLLINS,  
HANLEY, PETTYJOHN, PHILLIPS,  
RIEGER, UEHLING, JENKINS AND FRANK

TAM COOK - 465-2450  
A) D

1 IN THE HOUSE

2 HOUSE BILL NO. 352

3 IN THE LEGISLATURE OF THE STATE OF ALASKA

4 FOURTEENTH LEGISLATURE - FIRST SESSION

5 A BILL

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6 materials using money from the grant for payment; and

7 (3) amount of the contract exceeds \$100,000.

8 \* Sec. 6. This Act takes effect July 1, 1985.

ⓔ This section does not apply to  
professional services contract

professional services exemption

STATE OF ALASKA  
THE LEGISLATURE

POUCH Y - STATE CAPITOL  
JUNEAU, ALASKA 99811  
907 465 3800

LEGISLATIVE AFFAIRS AGENCY

MEMORANDUM

May 6, 1985

SUBJECT: Competitive bidding requirements for  
recipients of state grants (CSSB 166(L&C))

TO: Senator Fred Zharoff  
Chair, Labor & Commerce Committee

FROM: Tamara Brandt Cook *TBC*  
Deputy Director  
Division of Legal Services

Here is another draft that you requested of CSSB 166(L&C). As directed, I have made no changes to the language your office provided to me, other than changes to conform to our drafting style. However, the change made in Sec. 37.05.322 appears to have created some confusion in the draft. With the elimination of (b), nowhere in the bill does it provide that a recipient that uses force accounting is exempt from AS 37.05.319. Under AS 37.05.320(d) it appears that the competitive bid requirement must be complied with for any contract that meets the listed criteria, regardless of whether force accounting is used. I recommend that the original draft language be retained in Sec. 37.05.322. In addition, the change made to Sec. 37.05.323 is awkward, redundant and does not add anything to the meaning of the sentence as originally drafted.

TBC:ojb  
J14/090

Cook  
5/6/85✓

Original sponsors: Fahrenkamp and  
Bennett

BY THE LABOR AND  
COMMERCE COMMITTEE

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12 Sec. 37.05.320. COMPETITIVE BIDDING REQUIREMENTS. (a) A recip-  
13 ient of a state grant for a project shall award a contract to be paid  
14 for with money from the grant on the basis of competitive bids. The  
15 recipient shall solicit bids by publishing notice calculated to reach  
16 prospective bidders in a newspaper with statewide circulation and in a  
17 newspaper serving the area within which the project is located.  
18 Notice shall be published for at least three consecutive week days and  
19 at least 21 days before bids are opened. Notices shall also be posted  
20 in public places in the area within which the project is located.  
21 Bids must be sealed when received and must be opened in public at the  
22 hour stated in the notice.

23 (b) The recipient shall award the contract to the lowest respon-  
24 sive and responsible bidder, or it may reject all bids. If a satis-  
25 factory bid is not received, the recipient may solicit new bids in  
26 accordance with (a) of this section.

27 (c) If the recipient is a municipality that has adopted a com-  
28 petitive bidding ordinance that substantially meets the requirements  
29 of this section, the municipality shall comply with the ordinance and

1 is exempt from the bidding requirements of this section.

2 (d) This section applies if the

3 (1) grant is for the alteration, repair or construction of  
4 a public facility or the improvement of real property;

5 (2) recipient contracts with another to provide services or  
6 materials using money from the grant for payment; and

7 (3) amount of the contract exceeds \$1,000,000.

8 (e) This section does not apply to professional services  
9 contracts.

10 Sec. 37.05.322. FORCE ACCOUNTING. (a) A recipient of a state  
11 grant for the alteration, repair, or construction of a public facility  
12 or the improvement of real property may use force accounting on the  
13 project only if the recipient certifies to the department administer-  
14 ing the grant that it

15 (1) can complete the project as well or better with the same  
16 amount of money or less by using force accounting rather than competi-  
17 tive bidding;

18 (2) has or can acquire the services of a person with the  
19 expertise to complete the project in a timely manner within the pro-  
20 ject budget; and

21 (3) shall obtain a performance and completion bond or  
22 otherwise ensure completion of the project.

23 (b) A recipient that fails to comply with (a) of this section  
24 shall competitively bid the project.

25 Sec. 37.05.323. EMPLOYMENT OF RESIDENTS IN ECONOMICALLY DE-  
26 PRESSED AREAS. (a) A recipient of a state grant for the alteration,  
27 repair, or construction of a public facility or the improvement of  
28 real property in an economically depressed area shall assure that at  
29 least 50 percent of the persons employed on the project are residents

1 of the area. To the extent that there are not a sufficient number of  
2 qualified residents available to work on the project, a contractor is  
3 exempt from this section to the extent of the unavailability.  
4

5 (b) In this section, "economically depressed area" means an area  
6 with an average per capita annual income that is below the statewide  
7 average and with an unemployment rate that is greater than 23 percent.

8 \* Sec. 6. This Act takes effect July 1, 1985.  
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### LABOR FORCE BY REGION AND CENSUS DIVISION

	Labor Force			Unemployment			Rate			Employment		
	P	R	11/83	P	R	11/83	P	R	11/83	P	R	11/83
	11/84	10/84		11/84	10/84		11/84	10/84		11/84	10/84	
Alaska Statewide .....	240992	243698	228543	25288	23284	23130	10.5	9.6	10.1	215704	220414	205413
Anchorage/MatSu Region ...	128354	128622	118958	11122	9858	9304	8.7	7.7	7.3	117232	118764	109654
Anchorage .....	115475	116107	106979	9107	8349	7487	7.9	7.2	7.0	106368	107758	99492
Matanuska-Susitna .....	12879	12515	11979	2015	1509	1817	15.6	12.1	15.2	10864	11006	10162
Gulf Coast Region .....	25763	27066	25016	3182	3352	3315	12.4	12.4	13.3	22581	23714	21701
Cordova .....	1350	1399	1300	141	130	138	10.4	9.3	10.6	1209	1269	1162
Kenai .....	13217	13851	12875	1711	1768	1818	12.9	12.8	14.1	11506	12083	11057
Kodiak .....	5866	6270	5637	710	855	682	12.1	13.6	12.1	5156	5415	4955
Seward .....	1886	1933	1846	276	242	298	14.6	12.5	16.1	1610	1691	1548
Valdez .....	3444	3513	3358	344	357	379	10.0	9.9	11.3	3100	3256	2979
Interior Region .....	32613	32621	30876	1969	4167	4529	15.2	12.8	14.7	27644	28454	26347
Fairbanks .....	26608	26704	25227	4076	3512	3752	15.3	13.2	14.9	22532	23152	21475
Southeast Fairbanks .....	2648	2617	2481	388	291	327	14.7	11.1	13.2	2260	2326	2154
Upper Yukon .....	813	780	769	139	86	127	17.1	11.0	16.5	674	694	642
Yukon-Koyukuk .....	2544	2520	2399	366	278	323	14.4	11.0	13.5	2178	2242	2076
Northern Region .....	10895	10965	11163	775	735	985	7.1	6.7	8.8	10120	10230	10178
Barrow-North Slope .....	2888	2911	2989	158	152	244	5.5	5.2	8.2	2730	2759	2745
Kobuk .....	3431	3440	3503	290	265	344	8.5	7.7	9.8	3141	3175	3159
Nome .....	4576	4614	4671	327	318	397	7.1	6.9	8.5	4249	4296	4274
Southeast Region .....	32066	32736	31339	4324	4177	3920	13.5	12.8	12.5	27742	28559	27419
Angoon .....	418	458	398	51	80	35	12.2	17.5	8.8	367	378	363
Haines .....	1142	1096	1088	206	132	163	18.0	12.0	15.0	936	964	925
Juneau .....	11301	11624	11042	1230	1257	1089	10.9	10.8	9.9	10071	10367	9953
Ketchikan .....	6983	7358	6564	1147	1350	796	16.4	18.3	12.1	5836	6008	5768
Outer Ketchikan .....	890	860	847	203	152	168	22.8	17.7	19.8	687	708	679
Prince of Wales .....	1552	1567	1524	268	246	255	17.3	15.7	16.7	1284	1321	1269
Sitka .....	4494	4535	4511	426	347	490	9.5	7.7	10.9	4068	4188	4021
Skagway .....	1648	1597	1758	291	200	417	17.7	12.5	23.7	1357	1397	1341
Wrangell-Petersburg .....	3638	3641	3607	502	413	507	13.8	11.3	14.1	3136	3228	3100
Southwest Region .....	11301	11688	11191	916	995	1077	8.1	8.5	9.6	10385	10693	10114
Aleutian Islands .....	2921	3036	2924	97	128	174	3.3	4.2	6.0	2824	2908	2750
Bethel .....	3678	3824	3618	374	422	400	10.2	11.0	11.1	3304	3402	3218
Bristol Bay Borough .....	409	437	408	36	53	45	8.8	12.1	11.0	373	384	363
Bristol Bay .....	1519	1547	1500	124	111	142	8.2	7.2	9.5	1395	1436	1358
Kuskokwim .....	1011	1021	993	110	94	116	10.9	9.2	11.7	901	927	877
Wade Hampton .....	1763	1823	1748	175	187	200	9.9	10.3	11.4	1588	1636	1548

P/=Preliminary      1983 Benchmark

R/=Revised

Federal guidelines require the use of unrounded labor data, adjusted to be consistent with the Current Population Survey (CPS) in formulas used to allocate federal funds. Comparisons between different time periods are not as meaningful as other time series published by the Alaska Department of Labor, because Alaska's CPS sample size is inadequate to accurately indicate monthly changes in level. The sampling errors are random in nature; meaning that the unemployment rates, in any given month, are as likely to be high as frequently as they are low. The official definitions of unemployment, currently in place, exclude anyone who has made no attempt to find work in the four week period up to and including the week that includes the twelfth of each month. Most economists feel that Alaska's bush localities have proportionately more of these discouraged workers.

6 May, 1985

MEMORANDUM:

TO: Tam Cook, Attorney  
Legislative Legal Services

FROM: Michael Thill, AA  
Senate Labor and Commerce Committee

SUBJ: Draft CS for CSSB 166

I would like to request the modification of a CS for SB 166, by the Labor and Commerce Committee, to contain the following changes:

Page 4, line 8: Add new (e) to read: this section does not apply to professional services contracts.

Page 4 line 22: Delete current language in (b) and insert new language to read: A recipient that fails to comply with (1), (2), and (3) shall competitively bid the project.

Page 4 line 29: after language "to work on the project," insert: a contractor shall be exempt from the provisions of this section to the extent of such unavailability.

Page 5 will need a definition for unemployed

Thank you for your attention to this request.

*[Handwritten signature]*

1 is exempt from the bidding requirements of this section.

2 (d) This section applies if the

3 (1) grant is for the alteration, repair or construction  
4 a public facility or the improvement of real property;

5 (2) recipient contracts with another to provide services  
6 materials using money from the grant for payment; and

7 (3) amount of the contract exceeds \$1,000,000..

8 *(E) This section does not apply to PROFESSIONAL SERVICES CONTRACTS*  
9 *Sec. 37.05.322. FORCE ACCOUNTING.* (a) A recipient of a sta

10 grant for the alteration, repair, or construction of a public facili  
11 or the improvement of real property may use force accounting on th  
12 project only if the recipient certifies to the department administe  
13 ing the grant that it

14 (1) can complete the projet as well or better with the sa  
15 amount of money or less by using force accounting rather than compet  
16 tive bidding;

17 (2) has or can acquire the services of a person with th  
18 expertise to complete the project in a timely manner within the pr  
19 ject budget; and

20 (3) shall obtain a performance and completion bond  
21 otherwise ensure completion of the project.

*A recipient that fails to comply with (1), (2) and (3) shall*

22 *(b) A recipient that uses force accounting on a project und*  
*competitive bid the project.*  
23 *this section is exempt from AS 37.05.319. No Such Statute & Not in Bill*

24 Sec. 37.05.323. EMPLOYMENT OF RESIDENTS IN ECONOMICALLY D  
25 PRESSED AREAS. (a) A recipient of a state grant for the alteratio  
26 repair, or construction of a public facility or the improvement  
27 real property in an economically depressed area shall assure that  
28 least 50 percent of the persons employed on the project are residen  
29 of the area. To the extent that there are not a sufficient number  
qualified residents <sup>qualified and</sup> available to work on the project, [the recipient

*a contractor shall be exempted from the provisions  
of this section to the extent of such unavailability.  
Is limited to underemployed?*

1  
2 ~~exempt from this section.~~ ]

3 (b) In this section, "economically depressed area" means an area  
4 with an average per capita annual income that is below the statewide  
5 average and with an unemployment rate that is greater than 23 percent.  
6 \* Sec. 6. This Act takes effect July 1, 1985.

7 *Bill drafter called Mike six times Saturday*  
8 *could not understand anything about the*  
9 *amendments. Looking at this draft that is*  
10 *quite apparent. First part of the bill*  
11 *remained the same.*  
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NOVEMBER 9, 1984

PREPARED

OFFICE	1984 ORIGINAL BUDGET	1985 PROPOSED BUDGET	AMOUNT OF CHANGE	% OF CHANGE	% OF 1984 BUDGET	% OF 1985 BUDGET
STATEWIDE	\$798194.00	\$846120.00	\$47926.00	0.19	0.20	0.22
ANCHORAGE	\$481612.00	\$544560.00	\$62948.00	0.13	0.14	0.14
BARROW	\$204950.00	\$197320.00	\$-7630.00	-0.04	0.06	0.05
BETHEL	\$176900.00	\$176830.00	\$-70.00	-0.00	0.05	0.05
DILLINGHAM	\$204561.00	\$176140.00	\$-28421.00	-0.14	0.06	0.05
FAIRBANKS	\$232300.00	\$253780.00	\$21472.00	0.09	0.07	0.07
TINEQUI	\$175600.00	\$225510.00	\$49910.00	0.28	0.05	0.06
KETCHIKAN	\$141950.00	\$173060.00	\$31110.00	0.22	0.04	0.04
KOUJAK	\$146290.00	\$145010.00	\$-1280.00	-0.00	0.04	0.04
KOTZEBUE	\$151100.00	\$163780.00	\$12680.00	0.08	0.04	0.04
NOME	\$176440.00	\$182990.00	\$6550.00	0.04	0.05	0.05
UNALASKA	\$34200.00	\$42660.00	\$8060.00	0.24	0.00	0.01
PRO. BOND PROGRAM	\$139059.00	\$132515.00	\$-6544.00	-0.05	0.04	0.03
BIA NAT ALLOT CT	\$319420.00	\$420000.00	\$100572.00	0.31	0.09	0.11
AGING GRANTS	\$160173.00	\$201230.00	\$33057.00	0.20	0.05	0.05
TOTAL PROGRAM	\$3460773.00	\$3801105.00	\$420332.00	0.12	1.00	1.00
TOT BASIC SVC	\$2034113.00	\$3127360.00	\$293247.00	0.10		

OFFICE- STATEWIDE EXPENSES, EXPENSE JOURNAL, STATEWIDE BUDGET, WASHINGTON

OFFICE- EXPENSE NUMBER	STATEWIDE EXPENSE JOURNAL	FY 1961 BUDGET	PROPOSED FY1965 BUDGET
<b>SALARIES</b>			
711	SALARIES, ATTORNEYS	\$19574.00	\$204850.00
712	SALARIES, PARALEGALS	\$0.00	\$0.00
713	SALARIES, OTHER	\$187500.00	\$236650.00
714	SALARIES, LAW CLERKS	\$0.00	\$8000.00
	<b>TOTAL SALARIES</b>	<b>\$383274.00</b>	<b>\$449500.00</b>
<b>FRINGE BENEFITS</b>			
721	FICA EXPENSE	\$66800.00	\$30910.00
722	ANNUAL LEAVE EXPENSE	\$30300.00	\$37420.00
723	HEALTH INSURANCE EXPENSE	\$15220.00	\$21770.00
724	WORKER'S COMP INS. EXPENSE	\$3300.00	\$3650.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$10000.00	\$11000.00
726	OTHER FRINGE BENEFITS	\$200.00	\$250.00
	<b>TOTAL FRINGE BENEFITS</b>	<b>\$85820.00</b>	<b>\$105000.00</b>
<b>OFFICE EXPENSES</b>			
731	RENT	\$51000.00	\$80720.00
732	UTILITIES AND JANITORIAL	\$1600.00	\$0.00
733	POSTAGE AND FREIGHT	\$4600.00	\$5000.00
734	TELEPHONE AND TELEGRAPH	\$21500.00	\$22500.00
735	OFFICE SUPPLIES	\$7400.00	\$7000.00
736	INSURANCE	\$3400.00	\$6200.00
737	COPYING AND PRINTING	\$5000.00	\$7000.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$3000.00	\$4500.00
	<b>TOTAL OFFICE EXPENSES</b>	<b>\$97500.00</b>	<b>\$132920.00</b>
<b>TRAVEL EXPENSE</b>			
741	BOARD TRAVEL	\$12500.00	\$19000.00
742	PROGRAM TRAVEL	\$21500.00	\$12000.00
743	CONFERENCE TRAVEL	\$0.00	\$3000.00
	<b>TOTAL TRAVEL EXPENSES</b>	<b>\$34000.00</b>	<b>\$34000.00</b>
<b>TRAINING AND RECRUITING</b>			
751	TRAINING TRAVEL	\$18000.00	\$15000.00
752	TRAINING EXPENSES	\$12000.00	\$15000.00
753	INTERVIEW TRAVEL	\$2800.00	\$6000.00
754	RELOCATION EXPENSE	\$12000.00	\$20000.00
755	RECRUITING ADVERTISING	\$2000.00	\$2000.00

757	LAW LIBRARY RECRUITING	\$0.00	\$5000.00
	OTHER RECRUITING EXPENSES	\$200.00	\$0.00
	TOTAL TRAINING AND RECRUITING	\$4700.00	\$5400.00
	LITIGATION		
761	WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$400.00	\$0.00
763	BRIEF AND PETITION PRINTING	\$900.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$200.00	\$0.00
765	SERVICE FEES	\$100.00	\$0.00
766	OTHER LITIGATION EXPENSES	\$30400.00	\$15000.00
	TOTAL LITIGATION EXPENSES	\$32000.00	\$15000.00
	LIBRARY AND FURNITURE		
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$0.00	\$2000.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$10000.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$500.00	\$500.00
775	COPIER EXPENSES	\$12000.00	\$14000.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$5500.00	\$6700.00
	TOTAL LIBRARY AND FURNITURE	\$18800.00	\$33200.00
	CONTRACT SERVICES		
781	COMPUTER SERVICES	\$0.00	\$500.00
782	AUDIT SERVICES	\$10000.00	\$12000.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$0.00	\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$10000.00	\$12500.00
	TOTAL PERSONAL SERVICES	\$46894.00	\$554500.00
	TOTAL NON-PERSONAL SERVICES	\$239300.00	\$291620.00
	TOTAL BUDGET	\$708194.00	\$846120.00

OFFICE ANCHORAGE EXPENSE NUMBER EXPENSE TITLE EX. 1984 BUDGET PROPOSED FY 1985 BUDGET

711	SALARIES, ATTORNEYS	\$197285.00	\$226115.00
712	SALARIES, PARALEGALS	\$47350.00	\$4845.00
713	SALARIES, OTHER	\$67227.00	\$69650.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00
	TOTAL SALARIES	\$311762.00	\$344230.00
	FRINGE BENEFITS		
721	FICA EXPENSE	\$21850.00	\$24100.00
722	ANNUAL LEAVE EXPENSE	\$22637.00	\$27700.00
723	HEALTH INSURANCE EXPENSE	\$15992.00	\$20380.00
724	WORKER'S COMP INS. EXPENSE	\$2715.00	\$2850.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$200.00	\$200.00
	TOTAL FRINGE BENEFITS	\$63394.00	\$75430.00
	OFFICE EXPENSES		
731	RENT	\$51900.00	\$65900.00
732	UTILITIES AND JANITORIAL	\$1600.00	\$0.00
733	POSTAGE AND FREIGHT	\$4800.00	\$3900.00
734	TELEPHONE AND TELEGRAPH	\$12956.00	\$15500.00
735	OFFICE SUPPLIES	\$4000.00	\$5100.00
736	INSURANCE	\$3600.00	\$4200.00
737	COPYING AND PRINTING	\$300.00	\$300.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$600.00	\$600.00
	TOTAL OFFICE EXPENSES	\$79756.00	\$95500.00
	TRAVEL EXPENSES		
741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$4500.00	\$4500.00
743	CONFERENCE TRAVEL		
	TOTAL TRAVEL EXPENSES	\$4500.00	\$4500.00
	TRAINING AND RECRUITING		
751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

756	LAW CLERK RELOCATION	\$0.00	\$0.00
757	OTHER RECRUITING EXPENSES	\$0.00	\$0.00
	TOTAL TRAINING AND RECRUITING	\$0.00	\$0.00
	LITIGATION		
761	WITNESS AND CLIENT TRAVEL	\$100.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$200.00	\$100.00
763	BRIEF AND PETITION PRINTING	\$0.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$450.00	\$400.00
765	SERVICE FEES	\$100.00	\$100.00
766	OTHER LITIGATION EXPENSES	\$650.00	\$800.00
	TOTAL LITIGATION EXPENSES	\$1500.00	\$1400.00
	LIBRARY AND FURNITURE		
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$14000.00	\$11000.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$0.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$0.00
775	COPIER EXPENSES	\$2400.00	\$7000.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$4200.00	\$5500.00
	TOTAL LIBRARY AND FURNITURE	\$20600.00	\$23500.00
	CONTRACT SERVICES		
781	COMPUTER SERVICES	\$0.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$0.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$100.00	\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$100.00	\$0.00
	TOTAL PERSONAL SERVICES	\$375156.00	\$419660.00
	TOTAL NON-PERSONAL SERVICES	\$106456.00	\$124900.00
	TOTAL BUDGET	\$481612.00	\$544560.00

OFFICE: BARROW EXPENSE NUMBER EXPENSE TITLE .. FY 1984 BUDGET .. PROPOSED FY 1985 BUDGET ..

SALARIES

711	SALARIES, ATTORNEYS	\$93200.00	\$74970.00
712	SALARIES, PARALEGALS	\$0.00	\$0.00
713	SALARIES, OTHER	\$27300.00	\$31900.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00
	TOTAL SALARIES	\$120500.00	\$106870.00

FRINGE BENEFITS

721	FICA EXPENSE	\$8450.00	\$7480.00
722	ANNUAL LEAVE EXPENSE	\$9700.00	\$10170.00
723	HEALTH INSURANCE EXPENSE	\$5000.00	\$5120.00
724	WORKER'S COMP INS. EXPENSE	\$1050.00	\$880.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$200.00	\$150.00
	TOTAL FRINGE BENEFITS	\$24400.00	\$23800.00

OFFICE EXPENSES

731	RENT	\$24000.00	\$32800.00
732	UTILITIES AND JANITORIAL	\$0.00	\$0.00
733	POSTAGE AND FREIGHT	\$1200.00	\$1100.00
734	TELEPHONE AND TELEGRAPH	\$15500.00	\$15000.00
735	OFFICE SUPPLIES	\$1500.00	\$1300.00
736	INSURANCE	\$1500.00	\$900.00
737	COPYING AND PRINTING	\$200.00	\$50.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$100.00	\$100.00
	TOTAL OFFICE EXPENSES	\$44000.00	\$51250.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$1000.00	\$0.00
742	PROGRAM TRAVEL	\$10000.00	\$10000.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00
	TOTAL TRAVEL EXPENSES	\$11000.00	\$10000.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

757  
LAW LEASE RELOCATION  
OTHER RECRUITING EXPENSES  
TOTAL TRAINING AND RECRUITING

\$0.00  
\$0.00  
\$0.00

\$0.00  
\$0.00  
\$0.00

LITIGATION

761 WITNESS AND CLIENT TRAVEL \$0.00  
 762 RECORDING AND ADMISSION FEES \$0.00  
 763 BRIEF AND PETITION PRINTING \$0.00  
 764 DEPOSITIONS AND TRANSCRIPTS \$0.00  
 765 SERVICE FEES \$0.00  
 766 OTHER LITIGATION EXPENSES \$100.00  
 TOTAL LITIGATION EXPENSES \$100.00

\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$100.00  
\$100.00

LIBRARY AND FURNITURE

771 NEW LAW LIBRARY-(MORE THAN \$100) \$0.00  
 772 LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS \$2500.00  
 773 NEW EQUIPMENT AND FURNITURE (MORE THAN \$100) \$0.00  
 774 EXPENDABLE ASSETS-(LESS THAN \$100) \$0.00  
 775 COPIER EXPENSES \$1000.00  
 776 EQUIPMENT LEASE AND MAINTENANCE \$1600.00  
 TOTAL LIBRARY AND FURNITURE \$5300.00

\$0.00  
\$2500.00  
\$0.00  
\$0.00  
\$1000.00  
\$1600.00  
\$5300.00

CONTRACT SERVICES

781 COMPUTER SERVICES \$0.00  
 782 AUDIT SERVICES \$0.00  
 783 LEGAL CONSULTANTS \$0.00  
 784 TRANSLATION SERVICES \$200.00  
 785 PRIVATE BAR INVOLVEMENT \$0.00  
 786 SECRETARIAL SERVICES \$50.00  
 TOTAL CONTRACT SERVICES \$250.00

\$0.00  
\$0.00  
\$0.00  
\$200.00  
\$0.00  
\$50.00  
\$250.00

TOTAL PERSONAL SERVICES

\$130670.00

TOTAL NON-PERSONAL SERVICES

\$66650.00

TOTAL BUDGET

\$197320.00

ALASKA LEGAL SERVICES CORPORATION FISCAL YEAR 1985 BUDGET WORKSHEET

OFFICE - BETHEL

EXPENSE\_NUMBER, EXPENSE TITLE, FY. 1984, BUDGET, PROPOSED, FY1985, BUDGET

SALARIES

711 SALARIES, ATTORNEYS \$94250.00 \$89080.00  
 712 SALARIES, PARALEGALS \$0.00 \$0.00  
 713 SALARIES, OTHER \$20750.00 \$25310.00  
 714 SALARIES, LAW CLERKS \$0.00 \$0.00

TOTAL SALARIES \$115000.00 \$114390.00

FRINGE BENEFITS

721 FICA EXPENSE \$8050.00 \$8010.00  
 722 ANNUAL LEAVE EXPENSE \$7950.00 \$9420.00  
 723 HEALTH INSURANCE EXPENSE \$5500.00 \$4660.00  
 724 WORKER'S COMP INS. EXPENSE \$1000.00 \$950.00  
 725 UNEMPLOYMENT INSURANCE EXPENSE \$0.00 \$0.00  
 726 OTHER FRINGE BENEFITS \$210.00 \$200.00

TOTAL FRINGE BENEFITS \$22800.00 \$23240.00

OFFICE EXPENSES

731 RENT \$18500.00 \$18500.00  
 732 UTILITIES AND JANITORIAL \$0.00 \$0.00  
 733 POSTAGE AND FREIGHT \$900.00 \$1100.00  
 734 TELEPHONE AND TELEGRAPH \$6000.00 \$8000.00  
 735 OFFICE SUPPLIES \$2000.00 \$1200.00  
 736 INSURANCE \$1000.00 \$900.00  
 737 COPYING AND PRINTING \$100.00 \$200.00  
 738 ADMINISTRATIVE EXPENSES \$0.00 \$0.00  
 739 OTHER OFFICE EXPENSES \$100.00 \$100.00

TOTAL OFFICE EXPENSES \$29500.00 \$30100.00

TRAVEL EXPENSES

741 BOARD TRAVEL \$11.00 \$0.00  
 742 PROGRAM TRAVEL \$3000.00 \$3000.00  
 743 CONFERENCE TRAVEL

TOTAL TRAVEL EXPENSES \$3000.00 \$3000.00

TRAINING AND RECRUITING

751 TRAINING TRAVEL \$0.00 \$0.00  
 752 TRAINING EXPENSES \$0.00 \$0.00  
 753 INTERVIEW TRAVEL \$0.00 \$0.00  
 754 RELOCATION EXPENSE \$0.00 \$0.00  
 755 RECRUITING ADVERTISING \$0.00 \$0.00

LAW CLERK RELOCATION	\$0.00	\$0.00
OTHER RECRUITING EXPENSES	\$0.00	\$0.00
TOTAL TRAINING AND RECRUITING	\$0.00	\$0.00

LITIGATION

761 WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00
762 RECORDING AND ADMISSION FEES	\$100.00	\$0.00
763 BRIEF AND PETITION PRINTING	\$0.00	\$0.00
764 DEPOSITIONS AND TRANSCRIPTS	\$100.00	\$100.00
765 SERVICE FEES	\$0.00	\$0.00
766 OTHER LITIGATION EXPENSES	\$400.00	\$100.00
TOTAL LITIGATION EXPENSES	\$600.00	\$200.00

LIBRARY AND FURNITURE

771 NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00
772 LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$2500.00	\$2500.00
773 NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$500.00
774 EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$200.00
775 COPIER EXPENSES	\$400.00	\$600.00
776 EQUIPMENT LEASE AND MAINTENANCE	\$2300.00	\$1800.00
TOTAL LIBRARY AND FURNITURE	\$5200.00	\$5600.00

CONTRACT SERVICES

781 COMPUTER SERVICES	\$0.00	\$0.00
782 AUDIT SERVICES	\$0.00	\$0.00
783 LEGAL CONSULTANTS	\$0.00	\$0.00
784 TRANSLATE SERVICE	\$0.00	\$0.00
785 PRIVATE BAR INVOLVEMENT	\$0.00	\$0.00
786 SECRETARIAL SERVICES	1000.00	\$300.00
TOTAL CONTRACT SERVICES	\$800.00	\$300.00

TOTAL PERSONAL SERVICES

\$137800.00

TOTAL NON-PERSONAL SERVICES

\$39200.00

TOTAL BUDGET

\$176830.00

OFFICE - DILLINGHAM

EXPENSE NUMBER, EXPENSE TITLE, FY. 1984, BUDGET, PROPOSED FY1985, BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$94000.00	\$83700.00
712	SALARIES, PARALEGALS	\$0.00	\$0.00
713	SALARIES, OTHER	\$31700.00	\$29920.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00
	TOTAL SALARIES	\$125700.00	\$113620.00

FRINGE BENEFITS

721	FICA EXPENSE	\$8800.00	\$7950.00
722	ANNUAL LEAVE EXPENSE	\$7700.00	\$6800.00
723	HEALTH INSURANCE EXPENSE	\$5700.00	\$7590.00
724	WORKER'S COMP INS. EXPENSE	\$1100.00	\$940.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00
	TOTAL FRINGE BENEFITS	\$23400.00	\$23380.00

OFFICE EXPENSES

731	RENT	\$18000.00	\$18760.00
732	UTILITIES AND JANITORIAL	\$500.00	\$0.00
733	POSTAGE AND FREIGHT	\$900.00	\$1200.00
734	TELEPHONE AND TELEGRAPH	\$6800.00	\$5000.00
735	OFFICE SUPPLIES	\$1200.00	\$1300.00
736	INSURANCE	\$700.00	\$1200.00
737	COPYING AND PRINTING	\$0.00	\$0.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$100.00	\$100.00
	TOTAL OFFICE EXPENSES	\$28200.00	\$27560.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$2000.00	\$6000.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00
	TOTAL TRAVEL EXPENSES	\$2000.00	\$6000.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

756	LAW CLERK RELOCATION		\$0.00
757	OTHER RECRUITING EXPENSES		\$0.00
	TOTAL TRAINING AND RECRUITING		\$0.00
LITIGATION			
761	WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$100.00	\$50.00
763	BRIEF AND PETITION PRINTING	\$0.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$0.00	\$0.00
765	SERVICE FEES	\$0.00	\$0.00
766	OTHER LITIGATION EXPENSES	\$100.00	\$50.00
	TOTAL LITIGATION EXPENSES	\$200.00	\$180.00
LIBRARY AND FURNITURE			
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$1200.00	\$2300.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$1500.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$0.00
775	COPIER EXPENSES	\$600.00	\$500.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$3100.00	\$1100.00
	TOTAL LIBRARY AND FURNITURE	\$4900.00	\$5400.00
CONTRACT SERVICES			
781	COMPUTER SERVICES	\$0.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$0.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$0.00	\$0.00
785	PRIVATE BAR INVOLVEMENT	\$20161.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$20161.00	\$0.00
	TOTAL PERSONAL SERVICES	\$149100.00	\$137000.00
	TOTAL NON-PERSONAL SERVICES	\$55461.00	\$39140.00
	TOTAL BUDGET	\$204561.00	\$176140.00

ALASKA LEGAL SERVICES CORPORATION FISCAL YEAR 1985 BUDGET WORKSHEET

OFFICE FAIRBANKS

EXPENSE NUMBER, EXPENSE TITLE, FY. 1984 BUDGET, PROPOSED FY1985 BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$10684.00	\$110620.00
712	SALARIES, PARALEGALS	\$20650.00	\$23000.00
713	SALARIES, OTHER	\$24925.00	\$25310.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00

TOTAL SALARIES \$152419.00 \$159110.00

FRINGE BENEFITS

721	FICA EXPENSE	\$10650.00	\$11130.00
722	ANNUAL LEAVE EXPENSE	\$11447.00	\$12870.00
723	HEALTH INSURANCE EXPENSE	\$8032.00	\$9300.00
724	WORKER'S COMP INS. EXPENSE	\$1300.00	\$1320.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00

TOTAL FRINGE BENEFITS \$31529.00 \$34720.00

OFFICE EXPENSES

731	RENT	\$19500.00	\$23400.00
732	UTILITIES AND JANITORIAL	\$2200.00	\$6200.00
733	POSTAGE AND FREIGHT	\$1600.00	\$1800.00
734	TELEPHONE AND TELEGRAPH	\$8750.00	\$9000.00
735	OFFICE SUPPLIES	\$1500.00	\$1800.00
736	INSURANCE	\$1400.00	\$1500.00
737	COPYING AND PRINTING	\$0.00	\$0.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$200.00	\$200.00

TOTAL OFFICE EXPENSES \$55160.00 \$43900.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$3000.00	\$3500.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00

TOTAL TRAVEL EXPENSES \$3000.00 \$3500.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

		\$0.00	\$0.00	\$0.00
756	LAW CLERK RELOCATION		\$0.00	\$0.00
757	OTHER RECRUITING EXPENSES		\$0.00	\$0.00
	TOTAL TRAINING AND RECRUITING		\$0.00	\$0.00
	LITIGATION			
761	WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$100.00	\$0.00	\$0.00
763	BRIEF AND PETITION PRINTING	\$0.00	\$0.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$800.00	\$450.00	\$450.00
765	SERVICE FEES	\$600.00	\$650.00	\$650.00
766	OTHER LITIGATION EXPENSES	\$100.00	\$50.00	\$50.00
	TOTAL LITIGATION EXPENSES	\$1600.00	\$1150.00	\$1150.00
	LIBRARY AND FURNITURE			
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$2900.00	\$3500.00	\$3500.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$1000.00	\$1000.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$0.00	\$0.00
775	COPIER EXPENSES	\$3500.00	\$3700.00	\$3700.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$2200.00	\$3300.00	\$3300.00
	TOTAL LIBRARY AND FURNITURE	\$8600.00	\$11500.00	\$11500.00
	CONTRACT SERVICES			
781	COMPUTER SERVICES	\$0.00	\$0.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$0.00	\$0.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$0.00	\$0.00	\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$0.00	\$0.00	\$0.00
	TOTAL PERSONAL SERVICES	\$18398.00	\$193730.00	\$193730.00
	TOTAL NON-PERSONAL SERVICES	\$48360.00	\$60050.00	\$60050.00
	TOTAL BUDGET	\$232308.00	\$253780.00	\$253780.00

ALASKA LEGAL SERVICES CORPORATION FISCAL YEAR 1985 BUDGET WORKSHEET

OFFICE - JUNEAU

EXPENSE NUMBER EXPENSE TITLE FY 1984 BUDGET PROPOSED FY 1985 BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$82250.00	\$94730.00
712	SALARIES, PARALEGALS	\$0.00	\$26190.00
713	SALARIES, OTHER	\$31150.00	\$26620.00
714	SALARIES, LAW CLERKS	\$0.00	

TOTAL SALARIES \$113400.00 \$147540.00

FRINGE BENEFITS

721	FICA EXPENSE	\$7950.00	\$10330.00
722	ANNUAL LEAVE EXPENSE	\$8550.00	\$12570.00
723	HEALTH INSURANCE EXPENSE	\$5600.00	\$10000.00
724	WORKER'S COMP INS. EXPENSE	\$1000.00	\$1220.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00

TOTAL FRINGE BENEFITS \$23200.00 \$34220.00

OFFICE EXPENSES

731	RENT	\$12400.00	\$13000.00
732	UTILITIES AND JANITORIAL	\$0.00	\$0.00
733	POSTAGE AND FREIGHT	\$1600.00	\$1500.00
734	TELEPHONE AND TELEGRAPH	\$7200.00	\$6500.00
735	OFFICE SUPPLIES	\$2200.00	\$1500.00
736	INSURANCE	\$1100.00	\$1300.00
737	COPYING AND PRINTING	\$2000.00	\$0.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$300.00	\$100.00

TOTAL OFFICE EXPENSES \$26800.00 \$25900.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$7200.00	\$7200.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00

TOTAL TRAVEL EXPENSES \$7200.00 \$7200.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

OTHER RECRUITING EXPENSES

\$0.00

\$0.00

TOTAL TRAINING AND RECRUITING

LITIGATION

761	WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$0.00	\$0.00
763	BRIEF AND PETITION PRINTING	\$100.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$0.00	\$0.00
765	SERVICE FEES	\$100.00	\$0.00
766	OTHER LITIGATION EXPENSES	\$100.00	\$50.00
	TOTAL LITIGATION EXPENSES	\$300.00	\$50.00

LIBRARY AND FURNITURE

771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$2300.00	\$3000.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$500.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$0.00
775	COPIER EXPENSES	\$0.00	\$3500.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$2400.00	\$3600.00
	TOTAL LIBRARY AND FURNITURE	\$4700.00	\$10600.00

CONTRACT SERVICES

781	COMPUTER SERVICES	\$0.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$0.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$0.00	\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$0.00	\$0.00

TOTAL PERSONAL SERVICES \$13660.00 \$18170.00

TOTAL NON-PERSONAL SERVICES \$3900.00 \$4375.00

TOTAL BUDGET \$17560.00 \$225510.00

OFFICE= KETCHIKAN

FY 1984 BUDGET

PROPOSED FY1985 BUDGET

EXPENSE NUMBER

EXPENSE TITLE

## SALARIES

711	SALARIES, ATTORNEYS	\$72000.00	\$95930.00
712	SALARIES, PARALEGALS	\$26000.00	\$0.00
713	SALARIES, OTHER	\$0.00	\$22700.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00

TOTAL SALARIES	\$98000.00	\$118660.00
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## FRINGE BENEFITS

721	FICA EXPENSE	\$6900.00	\$8310.00
722	ANNUAL LEAVE EXPENSE	\$7700.00	\$10100.00
723	HEALTH INSURANCE EXPENSE	\$4300.00	\$5480.00
724	WORKER'S COMP INS. EXPENSE	\$850.00	\$980.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00

TOTAL FRINGE BENEFITS	\$19850.00	\$24970.00
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## OFFICE EXPENSES

731	RENT	\$6800.00	\$7730.00
732	UTILITIES AND JANITORIAL	\$700.00	\$700.00
733	POSTAGE AND FREIGHT	\$1000.00	\$1100.00
734	TELEPHONE AND TELEGRAPH	\$3000.00	\$4200.00
735	OFFICE SUPPLIES	\$1200.00	\$1200.00
736	INSURANCE	\$700.00	\$900.00
737	COPYING AND PRINTING	\$0.00	\$0.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$300.00	\$200.00

TOTAL OFFICE EXPENSES	\$13700.00	\$15030.00
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## TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$6000.00	\$8000.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00
TOTAL TRAVEL EXPENSES	\$6000.00	\$8000.00	

## TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

ACCOUNT NUMBER	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT
757	OTHER RECRUITING EXPENSES	\$0.00	\$0.00	\$0.00
	TOTAL TRAINING AND RECRUITING	\$0.00	\$0.00	\$0.00
	LITIGATION			
761	WITNESS AND CLIENT TRAVEL	\$200.00		\$200.00
762	RECORDING AND ADMISSION FEES	\$0.00		\$0.00
763	BRIEF AND PETITION PRINTING	\$0.00		\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$0.00		\$0.00
765	SERVICE FEES	\$0.00		\$0.00
766	OTHER LITIGATION EXPENSES	\$200.00		\$200.00
	TOTAL LITIGATION EXPENSES	\$200.00		\$400.00
	LIBRARY AND FURNITURE			
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00		\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$1500.00		\$2500.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00		\$0.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00		\$0.00
775	COPIER EXPENSES	\$400.00		\$1000.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$1500.00		\$1500.00
	TOTAL LIBRARY AND FURNITURE	\$3400.00		\$5000.00
	CONTRACT SERVICES			
791	COMPUTER SERVICES	\$0.00		\$0.00
782	AUDIT SERVICES	\$0.00		\$0.00
783	LEGAL CONSULTANTS	\$0.00		\$0.00
784	TRANSLATION SERVICES	\$0.00		\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00		\$0.00
786	SECRETARIAL SERVICES	\$0.00		\$0.00
	TOTAL CONTRACT SERVICES	\$0.00		\$0.00
	TOTAL PERSONAL SERVICES	\$11850.00		\$143630.00
	TOTAL NON-PERSONAL SERVICES	\$23300.00		\$29430.00
	TOTAL BUDGET	\$141950.00		\$173060.00

OFFICE- KODIAK

EXPENSE NUMBER EXPENSE TITLE FY 1984 BUDGET PROPOSED FY 1985 BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$60550.00	\$73460.00
712	SALARIES, PARALEGALS	\$0.00	\$0.00
713	SALARIES, OTHER	\$20100.00	\$22460.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00
	TOTAL SALARIES	\$80650.00	\$95920.00

FRINGE BENEFITS

721	FICA EXPENSE	\$5650.00	\$6720.00
722	ANNUAL LEAVE EXPENSE	\$2700.00	\$7740.00
723	HEALTH INSURANCE EXPENSE	\$4200.00	\$4690.00
724	WORKER'S COMP INS. EXPENSE	\$700.00	\$790.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00
	TOTAL FRINGE BENEFITS	\$16350.00	\$20040.00

OFFICE EXPENSES

731	RENT	\$10200.00	\$12000.00
732	UTILITIES AND JANITORIAL	\$600.00	\$1000.00
733	POSTAGE AND FREIGHT	\$1400.00	\$1200.00
734	TELEPHONE AND TELEGRAPH	\$6000.00	\$5000.00
735	OFFICE SUPPLIES	\$1500.00	\$1300.00
736	INSURANCE	\$800.00	\$900.00
737	COPYING AND PRINTING	\$0.00	\$50.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$2500.00	\$1100.00
	TOTAL OFFICE EXPENSES	\$23000.00	\$21550.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$3200.00	\$3500.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00
	TOTAL TRAVEL EXPENSES	\$3200.00	\$3500.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

756  
757  
LAW CLERK RELOCATION  
OTHER RECRUITING EXPENSES  
TOTAL TRAINING AND RECRUITING

\$0.00  
\$0.00  
\$0.00

LITIGATION  
WITNESS AND CLIENT TRAVEL  
RECORDING AND ADMISSION FEES  
BRIEF AND PETITION PRINTING  
DEPOSITIONS AND TRANSCRIPTS  
SERVICE FEES  
OTHER LITIGATION EXPENSES  
TOTAL LITIGATION EXPENSES

\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$200.00  
\$200.00

LIBRARY AND FURNITURE  
NEW LAW LIBRARY-(MORE THAN \$100)  
LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS  
NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)  
EXPENDABLE ASSETS-(LESS THAN \$100)  
COPIER EXPENSES  
EQUIPMENT LEASE AND MAINTENANCE  
TOTAL LIBRARY AND FURNITURE

\$0.00  
\$200.00  
\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$1800.00  
\$3800.00

CONTRACT SERVICES

COMPUTER SERVICES  
AUDIT SERVICES  
LEGAL CONSULTANTS  
TRANSLATION SERVICES  
PRIVATE BAR INVOLVEMENT  
SECRETARIAL SERVICES  
TOTAL CONTRACT SERVICES

\$0.00  
\$0.00  
\$0.00  
\$0.00  
\$18898.00  
\$0.00  
\$18898.00

TOTAL PERSONAL SERVICES

\$115960.00

TOTAL NON-PERSONAL SERVICES

\$29050.00

TOTAL BUDGET

\$145010.00

ALASKA LEGAL SERVICES CORPORATION FISCAL YEAR 1985 BUDGET WORKSHEET

OFFICE - KOTZEBUE

EXPENSE NUMBER EXPENSE TITLE FY 1984 BUDGET PROPOSED FY1985 BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$69900.00	\$70850.00
712	SALARIES, PARALEGALS	\$0.00	\$0.00
713	SALARIES, OTHER	\$25400.00	\$27620.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00
	TOTAL SALARIES	\$95300.00	\$98470.00

FRINGE BENEFITS

721	FICA EXPENSE	\$6700.00	\$6890.00
722	ANNUAL LEAVE EXPENSE	\$6050.00	\$7100.00
723	HEALTH INSURANCE EXPENSE	\$4300.00	\$7060.00
724	WORKER'S COMP INS. EXPENSE	\$850.00	\$810.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00
	TOTAL FRINGE BENEFITS	\$18000.00	\$21960.00

OFFICE EXPENSES

731	RENT	\$22200.00	\$22650.00
732	UTILITIES AND JANITORIAL	\$1800.00	\$0.00
733	POSTAGE AND FREIGHT	\$600.00	\$1100.00
734	TELEPHONE AND TELEGRAPH	\$4000.00	\$6000.00
735	OFFICE SUPPLIES	\$1000.00	\$1200.00
736	INSURANCE	\$700.00	\$900.00
737	COPYING AND PRINTING	\$0.00	\$100.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$100.00	\$0.00
	TOTAL OFFICE EXPENSES	\$30400.00	\$31950.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$2000.00	\$5400.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00
	TOTAL TRAVEL EXPENSES	\$2000.00	\$5400.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

750	LAW CLERK RELOCATION		\$0.00	
757	OTHER RECRUITING EXPENSES		\$0.00	
	TOTAL TRAINING AND RECRUITING		\$0.00	
	LITIGATION			
761	WITNESS AND CLIENT TRAVEL	\$100.00		\$0.00
762	BRIEF AND ADMISSION FEES	\$0.00		\$150.00
763	BRIEF AND PETITION PRINTING	\$0.00		\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$0.00		\$0.00
765	SERVICE FEES	\$0.00		\$150.00
766	OTHER LITIGATION EXPENSES	\$100.00		\$0.00
	TOTAL LITIGATION EXPENSES	\$200.00		\$300.00
	LIBRARY AND FURNITURE			
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$500.00		\$500.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$2000.00		\$2500.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00		\$500.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00		\$0.00
775	COPIER EXPENSES	\$200.00		\$200.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$2500.00		\$2000.00
	TOTAL LIBRARY AND FURNITURE	\$5200.00		\$5700.00
	CONTRACT SERVICES			
781	COMPUTER SERVICES	\$0.00		\$0.00
782	AUDIT SERVICES	\$0.00		\$0.00
783	LEGAL CONSULTANTS	\$0.00		\$0.00
784	TRANSLATION SERVICES	\$0.00		\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00		\$0.00
786	SECRETARIAL SERVICES	\$0.00		\$0.00
	TOTAL CONTRACT SERVICES	\$0.00		\$0.00
	TOTAL PERSONAL SERVICES	\$113300.00		\$120430.00
	TOTAL NON-PERSONAL SERVICES	\$37800.00		\$43350.00
	TOTAL BUDGET	\$151100.00		\$163780.00

OFFICE#      NOME      EXPENSE NUMBER      EXPENSE TITLE      FY 1984 BUDGET      PROPOSED FY1985 BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$79508.00	\$79160.00
712	SALARIES, PARALEGALS	\$0.00	\$0.00
713	SALARIES, OTHER	\$26940.00	\$30730.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00
	TOTAL SALARIES	\$106448.00	\$109890.00

FRINGE BENEFITS

721	FICA EXPENSE	\$7450.00	\$7690.00
722	ANNUAL LEAVE EXPENSE	\$6700.00	\$7150.00
723	HEALTH INSURANCE EXPENSE	\$4867.00	\$4850.00
724	WORKER'S COMP INS. EXPENSE	\$925.00	\$910.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$100.00	\$100.00
	TOTAL FRINGE BENEFITS	\$20042.00	\$20700.00

OFFICE EXPENSES

731	RENT	\$30550.00	\$30000.00
732	UTILITIES AND JANITORIAL	\$400.00	\$1800.00
733	POSTAGE AND FREIGHT	\$1200.00	\$1100.00
734	TELEPHONE AND TELEGRAPH	\$6400.00	\$6500.00
735	OFFICE SUPPLIES	\$1400.00	\$1300.00
736	INSURANCE	\$700.00	\$900.00
737	COPYING AND PRINTING	\$0.00	\$50.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$200.00	\$100.00
	TOTAL OFFICE EXPENSES	\$40850.00	\$41750.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$4000.00	\$4000.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00
	TOTAL TRAVEL EXPENSES	\$4000.00	\$4000.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

756	LAW CLERK RELOCATION	\$0.00	\$0.00
757	OTHER RECRUITING EXPENSES	\$0.00	\$0.00
	TOTAL TRAINING AND RECRUITING	\$0.00	\$0.00
	LITIGATION		
761	WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$100.00	\$0.00
763	BRIEF AND PETITION PRINTING	\$0.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$100.00	\$0.00
765	SERVICE FEES	\$0.00	\$0.00
766	OTHER LITIGATION EXPENSES	\$100.00	\$1000.00
	TOTAL LITIGATION EXPENSES	\$300.00	\$1000.00
	LIBRARY AND FURNITURE		
771	NEW LAW LIBRARY-(MORE THAN \$100)	70.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$2500.00	\$2500.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$000.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$0.00
775	COPIER EXPENSES	\$400.00	\$600.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$1800.00	\$1750.00
	TOTAL LIBRARY AND FURNITURE	\$4700.00	\$5650.00
	CONTRACT SERVICES		
781	COMPUTER SERVICES	\$0.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$0.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
764	TRANSLATION SERVICES	\$100.00	\$0.00
785	PRIVATE EAR INVOLVEMENT	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$100.00	\$0.00
	TOTAL PERSONAL SERVICES	\$126490.00	\$130590.00
	TOTAL NON-PERSONAL SERVICES	\$49950.00	\$52400.00
	TOTAL BUDGET	\$176440.00	\$182990.00

ALASKA LEGAL SERVICES CORPORATION FISCAL YEAR 1985 BUDGET WORKSHEET

OFFICE# UNALASKA

EXPENSE NUMBER EXPENSE TITLE FY 1984 BUDGET PROPOSED FY1985 BUDGET

SALARIES

711	SALARIES, ATTORNEYS	\$0.00	\$0.00
712	SALARIES, PARALEGALS	\$21500.00	\$26690.00
713	SALARIES, OTHER	\$0.00	\$0.00
714	SALARIES, LAW CLERKS	\$0.00	\$0.00

TOTAL SALARIES \$21500.00 \$26690.00

FRINGE BENEFITS

721	FICA EXPENSE	\$1500.00	\$1870.00
722	ANNUAL LEAVE EXPENSE	\$1850.00	\$2670.00
723	HEALTH INSURANCE EXPENSE	\$1400.00	\$2360.00
724	WORKER'S COMP INS. EXPENSE	\$250.00	\$220.00
725	UNEMPLOYMENT INSURANCE EXPENSE	\$0.00	\$0.00
726	OTHER FRINGE BENEFITS	\$0.00	\$100.00

TOTAL FRINGE BENEFITS \$5000.00 \$7220.00

OFFICE EXPENSES

731	RENT	\$5000.00	\$5550.00
732	UTILITIES AND JANITORIAL	\$0.00	\$0.00
733	POSTAGE AND FREIGHT	\$100.00	\$200.00
734	TELEPHONE AND TELEGRAPH	\$1100.00	\$1350.00
735	OFFICE SUPPLIES	\$100.00	\$100.00
736	INSURANCE	\$000.00	\$600.00
737	COPYING AND PRINTING	\$200.00	\$150.00
738	ADMINISTRATIVE EXPENSES	\$0.00	\$0.00
739	OTHER OFFICE EXPENSES	\$0.00	\$0.00

TOTAL OFFICE EXPENSES \$7300.00 \$7950.00

TRAVEL EXPENSES

741	BOARD TRAVEL	\$0.00	\$0.00
742	PROGRAM TRAVEL	\$200.00	\$200.00
743	CONFERENCE TRAVEL	\$0.00	\$0.00

TOTAL TRAVEL EXPENSES \$200.00 \$200.00

TRAINING AND RECRUITING

751	TRAINING TRAVEL	\$0.00	\$0.00
752	TRAINING EXPENSES	\$0.00	\$0.00
753	INTERVIEW TRAVEL	\$0.00	\$0.00
754	RELOCATION EXPENSE	\$0.00	\$0.00
755	RECRUITING ADVERTISING	\$0.00	\$0.00

756	LAW CLERK RELOCATION	\$0.00	\$0.00
757	OTHER RECRUITING EXPENSES	\$0.00	\$0.00
	TOTAL TRAINING AND RECRUITING	\$0.00	\$0.00
	LITIGATION		
761	WITNESS AND CLIENT TRAVEL	\$0.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$0.00	\$0.00
763	BRIEF AND PETITION PRINTING	\$0.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$0.00	\$0.00
765	SERVICE FEES	\$0.00	\$0.00
766	OTHER LITIGATION EXPENSES	\$0.00	\$0.00
	TOTAL LITIGATION EXPENSES	\$0.00	\$0.00
	LIBRARY AND FURNITURE		
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$0.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$200.00	\$200.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$0.00	\$0.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$0.00	\$0.00
775	COPIER EXPENSES	\$0.00	\$0.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$0.00	\$0.00
	TOTAL LIBRARY AND FURNITURE	\$200.00	\$200.00
	CONTRACT SERVICES		
781	COMPUTER SERVICES	\$0.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$0.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$0.00	\$0.00
785	PRIVATE EAR INVOLVEMENT	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$0.00	\$0.00
	TOTAL PERSONAL SERVICES	\$26500.00	\$33910.00
	TOTAL NON-PERSONAL SERVICES	\$7700.00	\$8350.00
	TOTAL BUDGET	\$34200.00	\$42260.00

ALASKA LEGAL SERVICES CORPORATION FISCAL YEAR 1985 BUDGET WORKSHEET

OFFICE= PRO BOND PROJECT  
 EXPENSE NUMBER EXPENSE TITLE FY 1984 BUDGET PROPOSED FY1985 BUDGET

SALARIES

711 SALARIES, ATTORNEYS \$2000.00 \$1000.00  
 712 SALARIES, PARALEGALS \$10000.00 \$23885.00  
 713 SALARIES, OTHER \$38000.00 \$28115.00  
 714 SALARIES, LAW CLERKS \$0.00 \$0.00

TOTAL SALARIES \$58000.00 \$53000.00

FRINGE BENEFITS

721 FICA EXPENSE \$4060.00 \$3710.00  
 722 ANNUAL LEAVE EXPENSE \$3350.00 \$3050.00  
 723 HEALTH INSURANCE EXPENSE \$3690.00 \$3100.00  
 724 WORKER'S COMP INS. EXPENSE \$500.00 \$440.00  
 725 UNEMPLOYMENT INSURANCE EXPENSE \$0.00 \$0.00  
 726 OTHER FRINGE BENEFITS \$0.00 \$0.00

TOTAL FRINGE BENEFITS \$11600.00 \$10300.00

OFFICE EXPENSES

731 RENT \$3000.00 \$9400.00  
 732 UTILITIES AND JANITORIAL \$0.00 \$0.00  
 733 POSTAGE AND FREIGHT \$1000.00 \$2500.00  
 734 TELEPHONE AND TELEGRAPH \$1200.00 \$3300.00  
 735 OFFICE SUPPLIES \$1200.00 \$700.00  
 736 INSURANCE \$0.00 \$300.00  
 737 COPYING AND PRINTING \$1800.00 \$4800.00  
 738 ADMINISTRATIVE EXPENSES \$1200.00 \$0.00  
 739 OTHER OFFICE EXPENSES \$600.00 \$600.00

TOTAL OFFICE EXPENSES \$10000.00 \$21600.00

TRAVEL EXPENSES

741 BOARD TRAVEL \$2000.00 \$0.00  
 742 PROGRAM TRAVEL \$4000.00 \$5000.00  
 743 CONFERENCE TRAVEL \$0.00 \$0.00

TOTAL TRAVEL EXPENSES \$6000.00 \$5000.00

TRAINING AND RECRUITING

751 TRAINING TRAVEL \$2000.00 \$0.00  
 752 TRAINING EXPENSES \$1400.00 \$2500.00  
 753 INTERVIEW TRAVEL \$0.00 \$0.00  
 754 RELOCATION EXPENSE \$0.00 \$0.00  
 755 RECRUITING ADVERTISING \$600.00 \$0.00

756	LAW CLERK RELOCATION	\$0.00	\$0.00
757	OTHER RECRUITING EXPENSES		
	TOTAL TRAINING AND RECRUITING	\$4000.00	\$2500.00
	LITIGATION		
761	WITNESS AND CLIENT TRAVEL	\$1200.00	\$0.00
762	RECORDING AND ADMISSION FEES	\$600.00	\$0.00
763	BRIEF AND PETITION PRINTING	\$600.00	\$0.00
764	DEPOSITIONS AND TRANSCRIPTS	\$1000.00	\$0.00
765	SERVICE FEES	\$600.00	\$0.00
766	OTHER LITIGATION EXPENSES	\$1200.00	\$14200.00
	TOTAL LITIGATION EXPENSES	\$6000.00	\$14200.00
	LIBRARY AND FURNITURE		
771	NEW LAW LIBRARY-(MORE THAN \$100)	\$400.00	\$0.00
772	LIBRARY SUBSCRIPTIONS AND SUPPLEMENTS	\$100.00	\$100.00
773	NEW EQUIPMENT AND FURNITURE (MORE THAN \$100)	\$900.00	\$0.00
774	EXPENDABLE ASSETS-(LESS THAN \$100)	\$1000.00	\$100.00
775	COPIER EXPENSES	\$0.00	\$0.00
776	EQUIPMENT LEASE AND MAINTENANCE	\$0.00	\$1700.00
	TOTAL LIBRARY AND FURNITURE	\$2400.00	\$1900.00
	CONTRACT SERVICES		
781	COMPUTER SERVICES	\$2000.00	\$0.00
782	AUDIT SERVICES	\$0.00	\$500.00
783	LEGAL CONSULTANTS	\$0.00	\$0.00
784	TRANSLATION SERVICES	\$0.00	\$0.00
785	PRIVATE BAR INVOLVEMENT	\$0.00	\$0.00
786	SECRETARIAL SERVICES	\$0.00	\$0.00
	TOTAL CONTRACT SERVICES	\$2000.00	\$500.00
	TOTAL PERSONAL SERVICES	\$6960.00	\$63300.00
	TOTAL NON-PERSONAL SERVICES	\$30400.00	\$45700.00
	TOTAL BUDGET	\$100000.00	\$109000.00

LAW OFFICES OF  
ALASKA LEGAL SERVICES CORPORATION  
ADMINISTRATIVE AND STATEWIDE OFFICE  
550 WEST 8TH AVENUE, SUITE 300  
ANCHORAGE, ALASKA 99501  
TELEPHONE (907) 276-6282

ALSC BUDGET REQUEST WORKSHEET

ALSC Budget from Calendar 1984		\$2,915,920
ALSC Budget Needs for Calendar 1985		\$3,127,360
Amount Received from Federal Appropriation - Calendar 1985		\$1,387,721
1985 One Time Funds		\$ 192,000
1985 Municipality of Anchorage Funds	\$130,000	
1985 City of Fairbanks Funds	\$ 45,000	
1985 City and Borough of Juneau Funds	\$ 17,000	
Amount Remaining from State FY 85 Contract		\$ 550,000
Amount Required from State Appropriation - Calendar 1985		\$ 997,639
ALSC Budget Needs for First Six Months of Calendar 1986		\$1,563,680
Amount Anticipated from Federal Appropriation - First Six Months of Calendar 1986		\$ 693,860
Amount Required from State Appropriation - First Six Months of Calendar 1986		\$ 869,820
<hr/>		
Total Amount Required for State Fiscal 1986		\$1,867,459

LAW OFFICES OF  
**ALASKA LEGAL SERVICES CORPORATION**  
 ADMINISTRATIVE AND STATEWIDE OFFICE  
 550 WEST 8TH AVENUE, SUITE 300  
 ANCHORAGE, ALASKA 99501  
 TELEPHONE (907) 276-6282

ALSC  
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GRANTS AND DONATIONS TO ALASKA LEGAL SERVICES CORPORATION  
 FROM ALASKAN CITIES AND VILLAGES

<u>CITY OR VILLAGE</u>	<u>DATE</u>	<u>AMOUNT</u>
Pitka's Point	01-04-83	\$ 520
Holy Cross City Council	01-25-83	1,520
Crooked Creek Village Council	01-26-83	500
Fortuna Lodge City Council	02-07-83	1,310
Nightmute City Council	02-11-83	595
Hooper Bay City Council	02-14-83	1,250
City of St. Marys	03-09-83	2,160
Quinhagak City Council	03-18-83	2,135
Eek City Council	05-13-83	1,140
Old Harbor	07-06-83	3,400
City of Emmonak	07-26-83	5,000
City of Fairbanks	05-01-82 to 08-31-83	70,076
Mountain Village	09-21-83	3,005
City of Mekoryuk	12-02-83	500
City of Napakiak	12-09-83	263.75
City of Haines	12-12-83	1,000
Grayling Volunteer Fire Dept.	12-15-83	100
City of Newtok	12-28-83	165.50
Kotlik City Council	12-28-83	211.25
City of Bethel	01-01-83 to 12-31-83	10,000
Municipality of Anchorage	03-19-83 to 12-31-83	97,957
North Slope Borough	08-30-83 to 12-31-83	1,500
City of Angoon	01-09-84	2,000
City of Barrow	03-07-83 to 06-30-84	52,787
Municipality of Anchorage	01-01-84 to 12-31-84	\$116,250
Metlakatla Indian Community	01-13-84	100
City of Petersburg	03-12-84	600
City of Klawock	03-28-84	2,000
Sitka Community Association	03-29-84	2,500
City of Hydaburg	03-29-84	1,220
Kodiak Area Native Association	04-02-84	2,500
City of Hoonah	04-05-84	8,000
Kodiak Area Native Association	04-20-84	2,500
Kodiak Area Native Association	05-22-84	1,000
Metlakatla Indian Community	05-23-84	200
City of Wainwright	07-16-84	500
Kodiak Island Borough	07-20-84	5,000
Kodiak Area Native Association	07-30-84	1,000
Metlakatla Indian Community	08-13-84	300
City of Kodiak	08-16-84	2,500
City and Borough of Juneau	09-04-84	17,000
City of Angoon	11-09-84	2,000

ALASKA LEGAL SERVICES CORPORATION

SUPERVISING ATTORNEYS' RANKING FOR FISCAL YEAR 1985 BUDGET CUTS FROM THE BASIC SERVICE BUDGET

SEPTEMBER 22, 1984

ITEMS SHOULD BE RANKED IN PRIORITY ORDER GIVING THE ITEM YOU CONSIDER TO BE THE FIRST TO CUT A "1", THE SECOND TO CUT A "2", ETC.

ITEM	COST	RANKING	TOTAL SCORE
ANNUAL SALARY INCREASE FREEZE	\$40000.00	2	45
SIXTH ATTORNEY POSITION IN ANCHORAGE	\$29000.00	3	49
CLOSE THE UNALASKA OFFICE	\$35000.00	8	72
THIRD ATTORNEY POSITION IN FAIRBANKS	\$29000.00	14	102
ELIMINATE THE SUMMER LAW CLERK PROGRAM	\$10000.00	4	54
ELIMINATE THE ANNUAL STAFF CONFERENCE	\$25000.00	7	67
CONSOLIDATE THE KETCHIKAN AND JUNEAU OFFICES	\$160000.00	13	94
COST OF LIVING SALARY INCREASE	\$60000.00	1	35
CLOSE THE BARROW OFFICE	\$175000.00	15	105
ELIMINATE THE RECRUITING PROGRAM	\$5000.00	9	81
CLOSE THE DILLINGHAM OFFICE	\$150000.00	16	113
THIRD ATTORNEY POSITION IN JUNEAU	\$27000.00	12	90
FIFTH ATTORNEY POSITION IN ANCHORAGE	\$37000.00	5	60
THIRD ATTORNEY IN THE STATEWIDE OFFICE	\$40000.00	6	61
CONSOLIDATE THE NOME AND KOTZEBUE OFFICES	\$140000.00	11	89
SECOND ATTORNEY IN THE STATEWIDE OFFICE	\$27000.00	10	88
TOTAL	\$989000.00	136	1205

# STATE OF ALASKA

DEPT. OF COMMUNITY & REGIONAL AFFAIRS

OFFICE OF THE COMMISSIONER

BILL SHEFFIELD, GOVERNOR

POUCH B  
JUNEAU, ALASKA 99811  
PHONE: (907) 465-4700

225 CORDOVA STREET - BLDG B  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 264-2294

March 14, 1985

## POSITION PAPER

RE: SB 166

SPONSOR: Fahrenkamp and Bennett

### Program Effects of Bill

SB 166 would change existing state grant requirements for project grants to municipalities, named recipients and unincorporated communities. Because of certain ambiguities in the wording of the bill, it is not completely clear from a reading of the bill just what changes were intended. Language in the bill could be read to require that grant recipients contract for the construction of all grant projects. Read another way, the bill simply requires that when a recipient uses any grant monies for a contract, that contract is to be awarded on the basis of competitive bidding. After discussion with the bill sponsor's staff, it is the Department's understanding that the latter interpretation was intended.

### Comments

According to the sponsor's staff, the intent of the bill was to address certain perceived problems with the construction method commonly known as "force accounting". In this method of construction, the grant recipient serves as a general contractor and constructs a project "in-house" using local labor. In a force account project, workers are hired directly by the recipient. The grant recipient bears the final responsibility for hiring and firing employees, setting wages, paying wages, purchasing materials, and seeing that the project is completed correctly. The nature of a construction project may necessitate that the grant recipient subcontract for some portion of the construction of the project. Ostensibly, SB 166 proposes to introduce controls into the awarding of these construction subcontracts through the requirement that the grant recipient utilize a competitive bid process when the recipient chooses to contract for such services.

SB: 166  
March 14, 1985

If the above is, in fact, the intent and effect of this bill, then the Department would not oppose the bill, in principal, with certain amendments. However, if the intent of the bill, once clarified, was to directly or indirectly preclude communities from having the option to utilize force accounting methods, then the Department would be strongly opposed to this bill. The Department strongly advocates for the rights of communities to continue to have the option to utilize force accounting when appropriate. Force accounting can provide communities with greater flexibility in the structuring of a construction project to reflect local needs and community aspirations. This can provide communities with a number of real opportunities to improve local labor force skills and equipment inventory, as well as providing less tangible benefits such as community pride of accomplishment and ownership, and an enhanced commitment to maintain the project once completed.

As stated above, there are five essential changes that need to be incorporated into this bill before the Department could support it.

The Department recommends that the language of the bill be amended to clarify the intended effect of the bill. The bill's sponsor has assured the Department that this bill is not intended to preclude the use of force accounting by grant recipients. This should be made explicit in the bill. Specifically, proposed Section 37.05.322. COMPETITIVE BIDDING REQUIREMENTS. (a), should be rewritten to more clearly reflect the stated purpose of the bill. For example, it could be re-written as follows:

(a) A recipient of a state grant for a construction or repair project shall utilize a process of competitive bidding when the grant recipient chooses to award a construction or repair contract which is to be paid for with money from the grant.

Also, the first sentence of the bill's purpose statement as it is now written implies that competitive bidding (i.e., contracting) is always the best procedure for constructing or repairing public facilities. However, force accounting may be an equally, or more, favorable method in some cases. To correct this statement, it should be changed by inserting the phrase "when awarding construction and major repair contracts," after the word procedure.

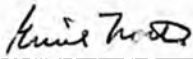
SB: 166  
March 14, 1985

The Department recommends that language be included in the bill which provides for some local advantage, relative to statewide bidders, in the awarding of a given contract. Such an amendment would be philosophically in line with Section 37.05.230(1)(A) which provides for a 5% advantage to Alaskan residents over nonresidents when competitively bidding for a contract. The goal of this amendment would be to promote the development of local service industries in Alaskan communities. Local substitution for imported services is an important element in the goal of achieving community self-sufficiency and a sustained locally-based economy.

The Department recommends that the dollar amount threshold (\$100,000) provided for in this bill, 37.05.322(d)(3), be amended to \$300,000. The benefits of increased control over smaller projects do not balance the local and state administrative costs of implementation and monitoring.

The Department recommends that language be introduced into the bill to the effect of requiring that major construction equipment purchases, with grant money, also be subject to acquisition through a process of competitive bidding.

The Department recommends that the terminology and process proposed in Section 37.05.322(b) needs to be expanded and better explained. As now written, the recipient is required to award the contract to the lowest "responsive" and "responsible" bidder, or reject all bids. By what criteria and standards are these terms to be defined? What appeal would be available to a contractor who had a problem with the selection process?

  
\_\_\_\_\_  
Emil Notti, Commissioner

STATE OF ALASKA 1985 LEGISLATIVE SESSION  
FISCAL NOTE

Revision Date: \_\_\_\_\_

REQUEST

Bill/Resolution No.: SB 166  
 Title: An Act .. competitive bidding requirements .. state grants  
 Sponsor: Fahrenkamp & Bennett  
 Requestor: \_\_\_\_\_  
 Date of Request: March 15, 1985

FISCAL DETAIL

Agency Affected: Community & Regional Affairs  
 Program Category Affected: Community Development  
 BRU, Program or Subprogram(s) Affected: \_\_\_\_\_  
 BRU: Local Government Assistance Training & Development

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
<b>OPERATING</b>						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
<b>TOTAL OPERATING</b>		-0-	-0-	-0-		

<b>CAPITAL</b>						
----------------	--	--	--	--	--	--

<b>REVENUE</b>						
----------------	--	--	--	--	--	--

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
<b>TOTAL</b>		-0-	-0-	-0-		

POSITIONS:

FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS: Attach a separate page if necessary

Prepared By: Michael Cushing, Research Analyst Phone: 465-4750  
 Division: Municipal & Regional Assistance Date: March 15, 1985

Approved by Commissioner: *Kevin North* Date: 3/18/85  
 Agency: Community & Regional Affairs

Distribution (by Agency preparing fiscal note):

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)

7/1/84

STATE OF ALASKA 1985 LEGISLATIVE SESSION  
FISCAL NOTE

Revision Date: \_\_\_\_\_

Page 1 of 1

REQUEST

Bill/Resolution No.: SB 166

Title: An act relating to competitive bidding requirements for recipients of State Grants

Sponsor: Fahrenkamp and Bennett

Requestor: \_\_\_\_\_

Date of Request: \_\_\_\_\_

FISCAL DETAIL

Agency Affected: None

Program Category Affected: None

BRU, Program or Subprogram(s) Affected: None

EXPENDITURES/REVENUES: (Thousands of Dollars)

	FY 85	FY 86	FY 87	FY 88	FY 89	FY 90
OPERATING						
100 PERSONAL SERVICES						
200 TRAVEL						
300 CONTRACTUAL						
400 SUPPLIES						
500 EQUIPMENT						
600 LAND & STRUCTURES						
700 GRANTS, CLAIMS						
800 MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-
CAPITAL						
REVENUE						

FUNDING: (Thousands of Dollars)

GENERAL FUND						
FEDERAL FUNDS						
OTHER						
TOTAL	-0-	-0-	-0-	-0-	-0-	-0-

POSITIONS:

	-0-	-0-	-0-	-0-	-0-	-0-
FULL-TIME						
PART-TIME						
TEMPORARY						

ANALYSIS: (Attach a separate page if necessary)

No fiscal effect on Department of Administration.

Prepared By: Robert J. Link *Robert Link*  
Division: General Services & Supply

Phone: 465-2253  
Date: February 22, 1985

Approved by Commissioner: Lisa Rudd *Lisa Rudd*  
Agency: Department of Administration

Date: 3/1/85

Distribution (by Agency preparing fiscal note):

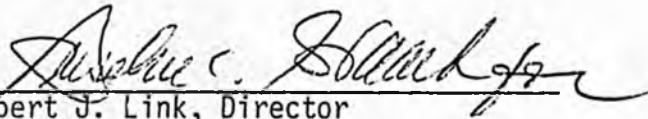
- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)

Position Paper  
SB 166

The purpose of this act is to ensure that a recipient of a State grant or appropriation utilizes competitive bidding procedures in awarding a construction or repair contract financed with State money if:

1. grant is for the repair or construction of a public facility or the improvement of real property;
2. recipient contracts with another to provide services or materials using money from the grant for payment; and
3. amount of the contract exceeds \$100,000.

Since this legislation would have no effect on our operations, the Department of Administration is neutral on this bill. However, passage of this bill should be coordinated with the passage of HB 139, which the Department supports and which addresses the same statute--AS 37.05.316.

  
Robert J. Link, Director  
Division of General Services & Supply

3-7-85  
Date

  
Commissioner Lisa Rudd  
Department of Administration

3/8/85  
Date



ADOPTED AUGUST 1972

MAR 1 9 1985  
**CITY of WRANGELL, ALASKA**

INCORPORATED JUNE 15, 1903

BOX 531, 99929 (907) 874-2381

March 13, 1985

Senate Labor & Commerce Committee  
Pouch V  
Juneau, AK 99811

Re: Senate Bill No. 166  
Competitive Bidding

Dear Committee Members:

We have reviewed Senate Bill No. 166 relating to competitive bidding requirements for recipients of state grants.

The City of Wrangell supports competitive bidding prior to awarding a contract for a project. This is also a requirement of our home rule charter. Our concern is whether Sec. 37.05.322 can be construed to require competitive bidding and awarding contracts, or if municipalities can still complete projects that exceed \$100,000 under force account. The option should remain with the local governing body to do work under force account. This option could mean the difference of whether a project could be accomplished within the funds available.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Joyce Rasler".

Joyce Rasler  
City Manager

JR:fv

cc: Senate Community & Regional Affairs Committee  
Senator Robert Ziegler  
Representative Robin Taylor  
Representative John Sund  
Alaska Municipal League

C I R B

# Construction Industry Research Board

2509 Empire Avenue, Burbank, California, 91504 (818) 941-8210  
[(800) 252-8109 in Cal.]

## SUMMARY OF CALIFORNIA STATE LAWS

PERTAINING TO FORCE-ACCOUNT LIMITS AND  
COMPETITIVE-BIDDING REQUIREMENTS  
FOR  
PUBLIC WORKS CONSTRUCTION AND RELATED WORK

PREPARED FOR THE  
CONSTRUCTION INDUSTRY FORCE ACCOUNT COUNCIL

PREPARED BY  
CONSTRUCTION INDUSTRY RESEARCH BOARD

BEN BARTOLOTTA, DIRECTOR

OCTOBER 12, 1983

THE CONSTRUCTION INDUSTRY RESEARCH BOARD IS SUPPORTED  
BY GRANTS FROM THE CONSTRUCTION INDUSTRY ADVANCEMENT  
FUND OF SOUTHERN CALIFORNIA, THE FUND FOR CONSTRUCTION  
INDUSTRY ADVANCEMENT, AND THE CALIFORNIA CONSTRUCTION  
ADVANCEMENT PROGRAM.

THANK YOU TO THE CONSTRUCTION INDUSTRY RESEARCH BOARD FOR •

## PREFACE

The chart which follows summarizes in eight pages most California state laws pertaining to force-account limits and competitive-bidding requirements. These laws address the performance of public works construction and allied work by those state and local public entities that are subject to state law in these matters.

Charter cities are the only major public entities whose force-account limits and competitive-bidding requirements are not set directly by state law. Charter cities, in contrast with the more numerous general law cities, have the right to establish their own force-account limits and competitive-bidding requirements.

The information contained in the chart updates previous research prepared for the Construction Industry Force Account Council. The major change from previous versions is the recently expanded California Public Contract Code.

The Public Contract Code (PCC) now contains the "State Contract Act" (sections 10100 et seq.) and the "Local Agency Public Construction Act" (sections 20100 et seq.). These acts include most of the contracting provisions previously contained in eight separate state codes.

Not all contracting-related law has been consolidated in the PCC. In fact, the state's Public Resources Code and Water Code for the most part still contain their contracting provisions and there are notable exceptions in other codes as well.

For this reason the chart is organized by type of agency according to the code of origin. The eight original codes are as follows:

1. Education Code
2. Government Code
3. Harbors and Navigation Code
4. Health and Safety Code
5. Public Resources Code
6. Public Utilities Code
7. Streets and Highways Code
8. Water Code

The chart also identifies the sections of the Public Contract Code (or other codes if not in the PCC) as well as the force-account limits and competitive-bidding requirements.

Because the chart is a summary, not all the information necessary to fully understand the statute provisions is included. Footnotes are provided in some instances.

It is recommended that the chart serve only as a quick reference. The particular code sections cited should be referred to whenever full information is required.

In addition to the summary nature of the chart, it is also limited by the exclusion of some special districts and in particular water-related agencies. These are so numerous that their inclusion would defeat the purpose of a summary. However, we feel that the principal and more typical of these special districts are represented in the chart.

SUMMARY OF CALIFORNIA STATE LAWS  
 PERTAINING TO FORCE-ACCOUNT LIMITS AND COMPETITIVE-BIDDING REQUIREMENTS  
 PUBLIC WORKS CONSTRUCTION AND ALLIED WORK  
 OCTOBER 1983

<u>ORIGINAL CODE</u> <u>Agency Type</u> <u>Type of Work</u>	<u>Public Contract Code</u> (PCC) or other <u>Code Sections</u>	<u>Force Account Limit**</u>	<u>Competitive</u> <u>Bidding Threshold***</u>
<b>EDUCATION CODE</b>			
<u>School Districts</u> With less than 35,000 ave. daily attend.	<u>PCC §20110 et seq.</u> <sup>1</sup>	\$ 7,500 Labor or } 350 manhours } \$15,000 Labor or } 750 manhours }	Over \$12,000 of work or over \$16,000 mat- erials/supplies
With 35,000 or more ave. daily attend.			
<u>Community Colleges</u> With less than 15,000 ave. daily attend.	<u>*PCC §20650 et seq.</u> <sup>1</sup>	\$ 7,500 Labor or } 350 manhours } \$15,000 Labor or } 750 manhours }	Over \$12,000 of work or over \$16,000 mat- erials/supplies
With 15,000 or more ave. daily attend.			
<u>State University &amp; Colleges</u>	<u>Ed. Code §90100 et seq.</u> & <u>§90120 et seq.</u>	\$ 5,000 (\$20,000 max.) <sup>2</sup>	Over \$5,000
<u>University of California</u> Work Painting and Repainting	<u>Ed. Code §92660 et seq.</u>	\$20,000 \$10,000	Over \$15,000
<b>GOVERNMENT CODE</b>			
<u>Cities (General Law Cities)</u>	<u>PCC §20160 et seq.</u>	\$ 5,000 <sup>3</sup>	Over \$5,000
<u>Counties (General Law &amp; Charter)</u> <sup>1</sup> Population under 500,000 Buildings Buildings & Works	<u>PCC §20120 et seq.</u> <u>*PCC §20150 et seq.</u>	\$ 4,000 <sup>3</sup>	\$4,000-\$10,000 (formal or informal) \$10,000 plus (formal)
Population 500,000 plus Buildings	<u>PCC §20120 et seq.</u>	\$ 6,500 <sup>3</sup>	Amount not specified <sup>4</sup>
Population 2,000,000 plus Building Alt. and repair	<u>PCC §20123</u>	\$50,000 <sup>3,5</sup>	Amount not specified <sup>4</sup>

<sup>1</sup>In Public Contract Code effective January 1, 1984.

<sup>2</sup>Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

<sup>3</sup>Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedure. See cited code sections for exceptions to this requirement.

<sup>4</sup>FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE  
Agency Type/Type of Work

Force Account Limit\*\*

Competitive Bidding Threshold\*\*\*

2. GOVERNMENT CODE (Cont'd.)  
Community Service Districts  
Public Leaseback Corporations  
 \*PCC §20680 et seq. Over \$5,000  
 \*PCC §20670 et seq. Over \$3,000

State Agencies (State Contract Act)  
 In General Over \$25,000<sup>2</sup>  
 District Agr. Assoc. Fair Projects (\$50,000 max.)  
 All Other (\$50,000 max.)  
 State Parks & Recr. Over \$25,000  
 Historic Restoration Over \$25,000<sup>6</sup>

3. HARBORS & NAVIGATION CODE  
County Harbors  
Harbor Improvement Districts  
 Harbor Districts  
 New Construction Not Specified  
 Other Work Not Specified

Small Craft Harbor Districts  
Port Districts  
 New Construction Over \$10,000  
 Maintenance Over \$5,000

River Port Districts  
 New Construction Over \$2,500  
 Maintenance Over \$10,000  
 Over \$5,000

4. HEALTH & SAFETY CODE  
County Sanitation Districts  
Sewer Maintenance Districts  
 (Maintenance includes extension and enlargement of sewers)  
 Over \$10,000  
 Over \$5,000

Not Specified  
 Over \$5,000  
 Not Specified  
 Not Specified

\*In Public Contract Code effective January 1, 1984.  
 \*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)  
 \*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.  
 FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

<u>ORIGINAL CODE</u> <u>Agency Type/Type of Work</u>	<u>Public Contract Code</u> <u>(PCC) or other</u> <u>Code Sections</u>	<u>Force Account Limit**</u>	<u>Competitive</u> <u>Bidding Threshold***</u>
4. <u>HEALTH &amp; SAFETY CODE (Cont'd.)</u>			
<u>Sanitary Districts</u>	*PCC §20300 et seq.	\$ 5,000	Over \$5,000
<u>Fire Protection Districts</u>	*PCC §20310 et seq. H & S Code §13885	\$ 3,000	Over \$3,000
<u>Hospital Districts</u>	H & S Code §32132	Not Specified	Over \$10,000
<u>Community Facilities</u>	*PCC §20820	Not Specified	Not Specified
<u>Redevelopment Agencies</u>	H & S Code §33422	\$ 5,000	Over \$5,000
5. <u>PUBLIC RESOURCES (PARKS &amp; REC.)</u>			
<u>Municipal Park Improvement Districts</u>	P. Res. Code §5350 et seq. ( § 5365)	Not Specified	All Contracts
<u>Regional Parks Districts</u>	P. Res. Code §5500 et seq. ( § 5594)	Board Vote Required	Over \$5,000
<u>Recreation and Parks Districts</u>	P. Res. Code §5782 et seq. ( § 5782.5)	\$ 5,000 \$ 3,000	Over \$5,000 Over \$3,000
6. <u>PUBLIC UTILITIES CODE</u>			
<u>Municipal Utility District</u>	PCC §20190 et seq. ( § 20192)	\$ 2,000	Over \$2,000
<u>Office Bldg., Warehouse or Garage</u>			
<u>Public Utility Districts</u>	PCC §20200 et seq.	\$ 5,000 \$ 3,000	Over \$5,000 Over \$3,000
<u>New Construction</u>			
<u>Maintenance, Repair &amp; Alt.</u>			
<u>TRANSIT</u>			
<u>Alameda/Contra Costa Transit Dist.</u>	PCC §20210 et seq.	\$10,000	Over \$10,000
<u>San Francisco Bay Area Rapid Transit Dist.</u>	PCC §20220 et seq.	\$10,000	Over \$10,000
<u>So. Calif. Rapid Transit Dist.</u>	PCC §20230 et seq.	\$25,000	Over \$25,000

\*In Public Contract Code effective January 1, 1984.

\*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE

Agency Type/Type of Work

PUBLIC UTILITIES CODE--TRANSIT (Cont'd.)

<u>Agency Type/Type of Work</u>	<u>Public Contract Code (PCC) or other Code Sections</u>	<u>Force Account Limit**</u>	<u>Competitive Bidding Threshold***</u>
<u>Orange Co. Transit Dist.</u>	<u>PCC \$20240 et seq.</u>	<u>\$ 6,500<sup>7</sup></u>	<u>Amount Not Specified<sup>4</sup></u>
<u>Stockton Metropolitan Transit Dist.</u>	<u>PCC \$20250 et seq.</u>	<u>\$ 3,000</u>	<u>Over \$3,000</u>
<u>Marin Co. Transit District</u>	<u>PCC \$20260 et seq.</u>	<u>\$ 4,000<sup>8</sup></u>	<u>\$4,000-\$10,000 (formal or informal) \$10,000 plus (formal)</u>
<u>San Diego County Transit Dist.</u>	<u>PCC \$20270 et seq.</u>	<u>\$ 5,000</u>	<u>Over \$5,000</u>
<u>Santa Barbara Metrop. Transit Dist.</u>	<u>PCC \$20280 et seq.</u>	<u>\$ 3,000</u>	<u>Over \$3,000</u>
<u>Santa Cruz Metrop. Transit Dist.</u>	<u>PCC \$20290 et seq.</u>	<u>\$ 3,000</u>	<u>Over \$3,000</u>
<u>Santa Clara County Transit Dist.</u>	<u>PCC \$20300 et seq.</u>	<u>\$ 6,500<sup>7</sup></u>	<u>Amount Not Specified<sup>4</sup></u>
<u>Greater Bakersfield Metrop. Transit Dist.</u>	<u>PCC \$20310 et seq.</u>	<u>\$10,000</u>	<u>Over \$10,000</u>
<u>Sacramento Regional Transit Dist.</u>	<u>PCC \$20320 et seq.</u>	<u>\$ 5,000</u>	<u>Over \$5,000</u>
<u>San Mateo Co. Transit Dist.</u>	<u>PCC \$20330 et seq.</u>	<u>\$10,000</u>	<u>Over \$10,000</u>
<u>Transit Development Boards</u>	<u>PCC \$20340 et seq.</u>	<u>\$10,000</u>	<u>Over \$10,000</u>
<u>No. San Diego Co. Transit Devel. Board</u>	<u>PCC \$20350 et seq.</u>	<u>\$10,000</u>	<u>Over \$10,000</u>
<u>L.A. County Transp. Comm. (Mass Transit Guideway)</u>	<u>PCC \$20360 et seq.</u>	<u>\$25,000<sup>9</sup> (\$35,000 max.)<sup>2</sup></u>	<u>Over \$25,000</u>
<u>Fresno Metrop. Transit Dist.</u>	<u>PCC \$20370 et seq.</u>	<u>\$ 3,000</u>	<u>Over \$3,000</u>
<u>West Bay Rapid Transit Authority</u>	<u>PCC \$20380 et seq.</u>	<u>Not Specified</u>	<u>Not Specified</u>
<u>STREETS AND HIGHWAYS CODE</u>			
<u>County Highways</u>	<u>PCC \$20390 et seq.</u>	<u>\$25,000<sup>10</sup></u>	<u>Over \$20,000</u>
<u>County Bridges</u>	<u>PCC \$20400 et seq.</u>	<u>\$ 2,000<sup>11</sup></u>	<u>\$10,000</u>

\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*Competitive bidding generally requires that contractover specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

\*\*\*NOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE

Agency Type/Type of Work

7. STREETS & HIGHWAYS CODE (Cont'd.)

Improvement Act of 1911 Agencies

Works  
Maintenance Districts  
(Sewer & Lighting Systems)

Roadbed with R.R. Tracks  
Undergrounding of Overhead Elect.  
& Communication Facilities

Separation of Grade Districts  
Construction Work  
Maintenance

Municip. Improv. Act of 1913 Agencies

City-Street Lighting Districts  
(Street Lighting Act of 1919)

City-Street Lighting  
(Street Lighting Act of 1931)

Municipal Lighting Maintenance Dist.

Joint Highway Districts

Boulevard Districts

Highway Lighting Districts

Tree Planting Act of 1931 Agencies

Bridge and Highway Districts  
Vessel Repair, Maint. & Alter.  
All other Const., Rep., Maint. & Alt.

Public Contract Code  
(PCC) or other  
Code Sections

PCC §20410 et seq.  
\*PCC §20840 et seq.

\*PCC §20850 et seq.  
\*PCC §20880 et seq.

PCC §20470 et seq.

PCC §20430 et seq.

PCC §20590 et seq.

PCC §20510 et seq.

PCC §20520 et seq.

PCC §20530 et seq.

PCC §20550 et seq.<sup>1</sup>

\*PCC §20830 et seq.

\*PCC §20890 et seq.

\*PCC §20910 et seq.

Force Account Limit\*\*

No Provision<sup>12</sup>  
Not Specified

Not Specified<sup>13</sup>  
(Statutory or charter provisions of the city apply)<sup>14</sup>

No Provision<sup>15</sup>  
\$ 1,000

Not Specified<sup>16</sup>  
(Council Vote)<sup>17</sup>

Not Specified

No Provision<sup>15</sup>

No Provision<sup>19</sup>

\$ 1,000

No Provision<sup>15</sup>

Not Specified

\$20,000  
\$ 5,000

Competitive Bidding Threshold\*\*\*

All Contracts  
All Contracts

All Contracts  
All Contracts

All Contracts  
All Contracts

All Contracts<sup>18</sup>  
All Contracts<sup>18</sup>

Not Specified

All Contracts

All Contracts

Over \$1,000  
All Contracts<sup>20</sup>

All Contracts

\$20,000  
\$ 5,000

\*In Public Contract Code effective January 1, 1984

\*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE

Agency Type  
Type of Work

Public Contract Code  
(PCC) or other  
Code Sections

Force Account Limit\*\*

Competitive  
Bidding Threshold\*\*\*

WATER CODE

State Water Resources

Work Related to Water or Dams  
(Work not subject to State Contract Act)

Reclamation Board

County Water Districts

Irrigation Districts

Water Storage Districts

County Waterworks Districts

County Drainage Districts

Drainage Districts

Levee Districts

Municipal Water Districts

Protection Districts

Storm Water Districts

Metrop. Water Districts

Yern Co. Water Agency

Orange Co. Water District

Placer Co. Water Agency

Water Code §132

W.C. §8600

W.C. §31005

PCC §20560

PCC §20580

PCC §20600

PCC §20620

W.C. Appendix §8-49

PCC §20630

PCC §20640

W.C. App. §6-6

W.C. App. §13-8

W.C. App. §109-154

W.C. App. §99-12

W.C. App. §40-36

W.C. App. §81-12

Not Specified<sup>21</sup>

\$25,000<sup>9</sup>

No Limit.

No Provision<sup>15</sup>

Not Specified<sup>22</sup>

\$ 3,500<sup>23</sup>

Not Specified

No Provision<sup>15</sup>

Not Specified

Not Specified

\$ 1,000

\$ 1,500

Not Specified

\$10,000<sup>24</sup>

Not Specified

\$ 5,000<sup>24</sup>

Over \$2,500

Over \$25,000<sup>9</sup>

Not Specified

All Contracts

All Contracts

Over \$3,500 (informal  
under \$7,500)

All Contracts

\$3,500 Plus

Over \$500

Over \$10,000

Over \$1,000

Over \$1,500

\$25,000 Plus

Over \$10,000

\$10,000 Plus

Over \$5,000

Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

NOTES: See end of chart.

## FOOTNOTES

- 1 Law specifically prohibits splitting work for the purpose of evading the requirement that the work be done by contract after competitive bidding.
- 2 Work in excess of the force account limit may be done, if authorized, up to the maximum shown if contracting is deemed not to be in the best interests of the state. No limit if after approval of plans, specifications and cost estimates, contracting deemed not in best interests of the state.
- 3 If it is determined that the work can be done for less, the legislative body may reject bids and have work above the force account limit done by day labor.
- 4 PCC section 20128 states "the board shall award the contract to the lowest responsible bidder..."
- 5 Applies to alteration or repairs on county buildings when plans are obsolete or nonexistent.
- 6 When work is deemed to be historic restoration projects may be authorized to be carried out directly by the Dept. of Parks & Recreation. Work in excess of the \$25,000 limit may be done by day labor if it is determined to be in the best interest of the state.
- 7 State laws covering counties with populations of 500,000 or more apply. (See PCC 20122)
- 8 State laws covering counties with population of less than 500,000 apply. (See PCC section 20150 et seq.)
- 9 State Contract Act applies. (See PCC 10100 et seq.)
- 10 In counties with appointed road commissioner, board may authorize road commissioner to do the work by day labor. (PCC 20395). Where engineer employed as road commissioner, State Contract Act may apply. (PCC 20396).
- 11 In counties with appointed road commissioner, board may authorize the road commissioner to do the work by day labor. (PCC 20409)
- 12 If contractor does not complete the work the legislative body may relet all or part of work or may complete work by direct purchase of labor and materials. (PCC 20428)
- 13 If person owning tracks doesn't do the work then bids required.
- 14 If city provides the service, it may perform the work.
- 15 There is no provision that permits force account.
- 16 By a 2/3 vote the legislative body may order the municipality to do the work without bids in accordance with specifications and plans. (PCC 20491, 20493)
- 17 City Council may at any time within 20 days after bid opening or, if no bids received, 20 days after time fixed for opening bids by 2/3 vote elect to have city do work itself according to plans and specifications. (PCC 20505)
- 18 Except that city council may order the work carried out by a contractor without competitive bidding if they determine there is only one contractor capable of doing the work. (PCC 20501)
- 19 There is no provision that permits force account work, however Section 20535 permits rejection of bid if deemed too high and performance of work by day labor.
- 20 No advertising for bids or awarding of contract based thereon shall be required when the proposed contract includes the furnishing of electric energy and the area is served by a public utility whose rates are subject to PUC regulation.
- 21 No limit for work that does not lend itself to the preparation of plans and specifications.
- 22 The board may either: 1) let the bid to the lowest responsible bidder, 2) reject bids and readvertise, or 3) proceed to construct the work under its own superintendence. (PCC 20585)
- 23 Except when board of supervisors or city council determine the work can be done more economically and satisfactorily by day labor. (PCC 20605)
- 24 In the event bid proposals rejected, or no bids received, or work consists of channel protection, dam protection, temporary work, or emergency then the board may have the work done by force account/day labor.

## II. Problems with the Bidding Process

### FORCE ACCOUNT VIOLATIONS

#### Compliance Checklist

1. Determine the force account limits for the agency in question. (See accompanying chart. Be aware, however, that the limits are changed frequently).
2. If there appears to be a possible violation of force account limits:
  - a. Get an estimate from a contractor on the cost of the job.
  - b. Go to the job site and gather the following information:
    1. Track the hours on the job. Monitor the worker's starting and stopping times.
    2. Talk to workers on the job and ascertain their employment status (i.e. regular employees, day labor, etc.)
    3. Note equipment being used on the job and whether it is owned by the agency or rented from an outside contractor.
    4. Make a detailed report on the work being done.
  - c. Get whatever information is available from the public agency, including plans and specifications, number of workers assigned to the job, estimated time to complete the work, wage rates and fringe benefits paid to employees, and invoices for materials and supplies.
3. If the evidence indicates that a violation of the force account limit is occurring, prepare a cease and desist letter to be sent to the agency.
4. Collect the following names and addresses, and send them copies of the protest letter:
  - a. The governing body of the agency;
  - b. The local counsel and/or district attorney;
  - c. The legislators representing the district in which the agency is operating.
5. If the agency does not cease work, either meet and confer with the agency or apply for a Temporary Restraining Order in the local Superior Court.

FORCE ACCOUNT VIOLATIONS

Overview

Federal agencies do not have statutory or regulatory limits placed upon the jobs they are permitted to do using their own employees. California agencies do have such limits. In California, jobs which exceed these limits (called "force account" limits) must be put up for bid and contracted out to the private sector. The precise amounts of the force account limits vary widely from agency to agency. They are usually expressed in terms of dollar amounts or person-hours. Prior to 1983 the force account limits for each type of government entity were found in a variety of California Codes. Now, nearly all force account limits can be found in the Public Contract Code.

Force account limits are violated when an agency has its own employees or temporary workers carry out jobs in excess of the stated limits. These are jobs which should be contracted out to the private sector through competitive bidding pursuant to state or local law.

Because of fiscal constraints and the need for frequent repair and maintenance of facilities, school districts and other local government agencies often violate their force account limits. When an agency violates, or prepares to violate force account limits, any interested party may apply to Superior Court for a Temporary Restraining Order and other injunctive relief. There is no administrative remedy.

\* \* \* \* \*

THIS CHAPTER CONTAINS:

	<u>Page</u>
Overview .....	II-B-1
Compliance Checklist .....	II-B-2
Legal References .....	II-B-3
Case Digest .....	II-B-4
Articles and Publications .....	II-B-4
Summary of California Force Account Laws .....	II-B-5
Uniform Cost Accounting .....	II-B-17

II. Problems with the Bidding Process

FORCE ACCOUNT VIOLATIONS

Legal References

Boulevard Districts: Force Account, Public Contract Code § 20555 - 56  
County Bridge or Subways:  
    Construction, Maintenance or Repair, Public Contract Code § 20402 - 20406  
    Road Commissioner authority to order work without bid, Public Contract Code § 20409  
County Drainage Districts: Force Account, Public Contract Code § 20621  
County Highways, Public Contract Code § 20390 - 98  
County Waterwork Districts: Force Account, Public Contract Code § 20602 - 06  
Harbors, Harbors & Navigation § 6272-6273  
Irrigation District: Force Account, Public Contract Code § 20560, et seq.  
Joint Highway Districts: Force Account, Public Contract Code § 20535  
Levee District, Public Contract Code § 20634  
→ Local Agency Public Construction Act:  
    Schools:  
        Force Account Limits, Public Contract Code § 20114  
        Maintenance Defined, Public Contract Code § 20115  
    Counties:  
        Force Account Limits, Public Contract Code § 20121  
        Over 500,000, Exception to Competitive Bidding Requirements, Public Contract Code § 20122  
    Cities:  
        Dollar Limits, Public Contract Code § 20162  
        Emergency work, Public Contract Code § 20168  
Municipal Improvement Act of 1913: Day Labor, Public Contract Code § 20494  
Municipal Lighting Maintenance District Act of 1927: Competitive Bidding, Public Contract Code § 20521  
Schools, Education Code § 81649  
Transit Districts:  
    Force Account, Public Contract Code § 20397  
    Fresno Metropolitan, Public Contract Code § 20370 - 73  
    Greater Bakersfield, Public Contract Code § 20310 - 13  
    Los Angeles County Transportation Commission, Public Contract Code § 20360-61  
    Marin County, Public Contract Code § 20260 - 61  
    N. San Diego County Transit Development Board, Public Contract Code § 20350 - 51  
    Orange County, Public Contract Code § 20240 - 41  
    Sacramento Regional, Public Contract Code § 20320 - 21  
    San Diego, Public Contract Code § 20270 - 73  
    San Mateo County, Public Contract Code § 20330 - 31  
    Santa Barbara, Public Contract Code § 20280 - 83  
    Santa Clara County, Public Contract Code § 20300  
    Stockton Metropolitan, Public Contract Code § 20251  
    Transit Development Boards, Public Contract Code § 20340  
    West Bay Rapid Transit Authority, Public Contract Code § 20380 - 81

## II. Problems with the Bidding Process

### FORCE ACCOUNT VIOLATIONS

#### Case Digest

##### State Court

✓ Killeen v. City of San Bruno, 56 Cal.App.3d 479, 128 Cal.Rptr. 760 (1976)


Force account limits in former Government Code Section 37902 (current Public Contract Code Section 20162) apply to the city's use of its own employees on public works project, even though no "contract" is involved. The city acted in excess of its authority when it bypassed competitive bidding requirements and force account restrictions.

✓ Painting & Decorating Contractors of America v. Ellensburg, 96 Wash.2d 806, 638 P.2d 1220 (1982)

See listing under "Displacement of Trade Union Work."

\* \* \* \* \*

#### Articles and Publications

 California Jurisprudence 3rd, Public Works and Contracts § 3

**HEADQUARTERS**

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J. Stanley Harris, *Vice President*  
George P. Griffith, *Treasurer*  
Richard B. Munn, *Executive Director*

"Guidelines For Uniform Accounting System"

The following items should be included in any cost analysis for the Uniform Accounting Systems, but not necessarily in this order -

**DISTRICT OFFICES**

Jack Tar Hotel Office Bldg  
1255 Post Street  
San Francisco, California 94109  
(415) 776-2054

8001 Edgewater Drive  
Oakland, California 94621  
(415) 635-7578

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Santa Clara, California 95050  
(408) 249-3318

1377 W. Shaw - Suite B 8  
Fresno, California 93705  
(209) 224-1428

2587 State Street - Suite 203  
Santa Barbara, California 93106  
(805) 687-5800

2551 Beverly Blvd.  
Los Angeles, California 90027  
(213) 285-8031

22404 Barton Road  
Colton, California 92324  
(714) 783-2909  
(714) 825-7434

1525 E. 17th Street - Suite S  
Santa Ana, California 92701  
(714) 547-6187

**A. Labor**

1. Base salary
2. Fringe benefits:
  - a. Vacation allowance
  - b. Holiday
  - c. Sick leave - to include leave for death
  - d. Health plan coverage - dental & medical
  - e. Life insurance
  - f. Retirement
  - g. Social security
  - h. Payroll taxes and insurance - to cover unemployment Insurance and Workman's Compensation Insurance
  - i. Military leave
  - j. Jury duty

**B. Equipment**

1. Purchase price
2. Rate of depreciation
3. Cost of repair, including mechanic, shop
4. Operating cost
5. Insurance

**C. Overhead**

1. Administrative costs - Force account work entails to a certain degree the services of the City Manager or County Administrator as well as top management in the Public Works Department. Every attempt should be made to allocate an appropriate share of these costs to the project. This also applies to all other support departments that may be involved. Public Utilities should likewise pro rate these costs.
2. Office, yard and utility
3. Tools and supplies
4. Cost of personnel training
5. Non-productive time

## II. Problems with the Bidding Process

### FORCE ACCOUNT VIOLATIONS

#### Uniform Cost Accounting

Disputes over force account limits frequently involve discrepancies in estimates of the cost of the job.

During its 1983 legislative session the California Legislature passed AB 1666 (Public Contract Code § 21000, et seq.). This bill, known as the Uniform Cost Accounting Act, is designed to establish uniform cost accounting procedures and to provide for mediation of disputes arising from adherence to this procedure by public agencies. This statute sets up a 12-member Board of Commissioners made up of representatives of public agencies, the construction industry and building trades unions to mediate disputes arising under this Act.

Participation in the Uniform Cost Accounting System is voluntary for public agencies. However agencies who do participate will receive a \$15,000 force account limit, which represents an increase for most local governments.

The following pages contain a rough guide for Uniform Cost Accounting.

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Thank you to the Construction Awareness Project for permission to reprint.

D. Materials

E. The cost comparison should also include all direct loss of revenue to the agency by reason of the agency doing the work instead of having it performed by contract. Examples of this are taxes paid by the contractor and not paid by the agency, such as ...

# ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA



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 57434

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 47-6167

## GOVERNMENTAL AGENCIES vs FREE ENTERPRISE DOING CONSTRUCTION WORK

	<u>ITEM</u>	<u>Governmental Agency</u>	<u>Private Contractor</u>
	Property Tax	Does Not Pay	Pays
	Sales Tax	Does Not Pay	Pays
	License Plates	Exempt	Pays
	Gasoline Tax	Exempt	Pays
	Engineering, use of plans & specifications	No	Yes
	Job is put out for bid	No	Yes
	Inspection of the work by engineers when under construction	No	Yes
	Use of performance & payment bonds	No	Yes

Introduced: 2/20/85  
Referred: Labor and Commerce,  
State Affairs and  
Finance

1 IN THE SENATE

BY FAHRENKAMP AND BENNETT

2

SENATE BILL NO. 166

3

IN THE LEGISLATURE OF THE STATE OF ALASKA

4

FOURTEENTH LEGISLATURE - FIRST SESSION

5

A BILL

6

For an Act entitled: "An Act relating to competitive bidding requirements  
for recipients of state grants; and providing for an  
effective date."

7

8

9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

10

\* Section 1. PURPOSE. The legislature finds competitive bidding to be  
the best procedure to prevent favoritism and assure timely completion of  
the construction or repair of a public facility at the lowest price and of  
the highest quality. The purpose of this Act is to ensure that a recipient  
of a state grant or appropriation utilizes competitive bidding procedures  
in awarding a construction or repair contract financed with the state  
money.

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\* Sec. 2. AS 37.05.315(a) is amended to read:

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(a) When an amount is appropriated or allocated as a grant to a  
municipality, the Department of Administration shall promptly notify  
the municipality of the availability of the grant. When the Depart-  
ment of Administration receives an agreement executed by the munici-  
pality that [WHICH] provides that the municipality [(1)] will (1)  
spend the grant for the purposes specified in the appropriation or  
allocation; (2) [WILL] allow, on request, an audit by the state of the  
uses made of the grant; [AND] (3) assure [ASSURES] that, to the extent  
consistent with the purpose of the appropriation or allocation, the  
facilities and services provided with the grant will be available for  
the use of the general public; and (4) comply with AS 37.05.322, the  
Department of Administration shall pay the grant directly to the

1 municipality. The agreement executed by a municipality under this  
2 section shall be on a form furnished by the Department of Adminis-  
3 tration and shall be executed within 60 days after the effective date  
4 of the appropriation or allocation.

5 \* Sec. 3. AS 37.05.316 is amended to read:

6 Sec. 37.05.316. GRANTS TO NAMED RECIPIENTS. When an amount is  
7 appropriated or allocated to a department as a grant for a named  
8 recipient that [WHICH] is not a municipality, the department to which  
9 the appropriation or allocation is made shall promptly notify the  
10 named recipient of the availability of the grant and request the named  
11 recipient to submit a proposal to provide the goods or services speci-  
12 fied in the appropriation act, or both, for which the appropriation or  
13 allocation is made. At the same time, the department may issue a  
14 request for proposals from other qualified persons to provide the same  
15 goods or services, or both, in the same area. The department shall  
16 contract with the named recipient unless the Office of the Governor,  
17 with due regard for any local expertise or experience among those  
18 making proposals, determines that an award of the contract to a dif-  
19 ferent party would better serve the public interest. If the contract  
20 is awarded to another party than that named by the legislature, the  
21 basis of that action shall be stated in writing at the time the grant  
22 is issued and a copy of the written statement shall be sent to the  
23 Legislative Budget and Audit Committee. A contract shall be executed  
24 within 60 days after the effective date of the appropriation or allo-  
25 cation. The purchase of the goods or services, or both, shall be in  
26 accordance with AS 37.05.230(1)(B), and the recipient must agree in  
27 writing to comply with AS 37.05.322.

28 \* Sec. 4. AS 37.05.317(2) is amended to read:

29 (2) The Department of Community and Regional Affairs shall

1 determine if there is a qualified incorporated entity in the community  
2 area that will agree to receive the grant and administer it, subject  
3 to terms generally applicable to private grantees, and will agree in  
4 writing to comply with AS 37.05.322. If there is more than one such  
5 entity, the Department of Community and Regional Affairs shall select  
6 the most qualified and the grant shall be awarded to that incorporated  
7 entity for the purposes specified in the appropriation act. However,  
8 the Department of Community and Regional Affairs shall give preference  
9 to a nonprofit corporation organized by a community for receipt of the  
10 grant.

11 \* Sec. 5. AS 37.05 is amended by adding a new section to read:

12 Sec. 37.05.322. COMPETITIVE BIDDING REQUIREMENTS. (a) A recip-  
13 ient of a state grant for a project shall award a contract to be paid  
14 for with money from the grant on the basis of competitive bids. The  
15 recipient shall solicit bids by publishing notice calculated to reach  
16 prospective bidders in a newspaper with statewide circulation and in a  
17 newspaper serving the area within which the project is located.  
18 Notice shall be published for at least three consecutive week days and  
19 at least 21 days before bids are opened. Notices shall also be posted  
20 in public places in the area within which the project is located.  
21 Bids must be sealed when received and must be opened in public at the  
22 hour stated in the notice.

23 (b) The recipient shall award the contract to the lowest respon-  
24 sive and responsible bidder, or it may reject all bids. If a satis-  
25 factory bid is not received, the recipient may solicit new bids in  
26 accordance with (a) of this section.

27 (c) If the recipient is a municipality that has adopted a com-  
28 petitive bidding ordinance that substantially meets the requirements  
29 of this section. the municipality shall comply with the ordinance and

1 is exempt from the bidding requirements of this section.

2 (d) This section applies if the

3 (1) grant is for the repair or construction of a public  
4 facility or the improvement of real property;

5 (2) recipient contracts with another to provide services or  
6 materials using money from the grant for payment; and

7 (3) amount of the contract exceeds \$100,000.

8 \* Sec. 6. This Act takes effect July 1, 1985.



SKILL  
RESPONSIBILITY  
INTEGRITY

THE ALASKA CHAPTER  
**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, INC.**

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TELEPHONE (907) 881-8384  
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3301 SPENARD ROAD  
ANCHORAGE  
RICHARD M. PITTENGER  
MANAGER

September 24, 1984

M E M O R A N D U M

COMPETITIVE BIDDING VS. FORCE ACCOUNT

The Alaska Chapter Associated General Contractors of America represents over 800 companies in the State of Alaska. As an organization representing the construction industry we are concerned over the increased utilization by local governments of Force Account and/or the failure to utilize competitive bidding procedures in the award of a public works project. Utilization of Force Account and Sole Source award of public works projects share a common problem -- they fail to protect the public interest.

Presently, the State of Alaska is required to construct public facilities under bid contract. See AS 35.15.010, AS 37.05.230. Many political subdivisions of the state have similar requirements in their ordinances; however, many municipalities, unincorporated communities, and other recipients of state funds do not utilize any competitive bid procedure to safeguard the public interest in the construction or repair of a public facility.

The wise use of public funds for the construction or repair of a public facility requires a competitive bid system. The best way to ensure the statewide implementation of such a system is to require any recipient of state funds to utilize a competitive bid system if those state funds are used in whole or part to construct or repair a public facility.

Sole Source contracting is contrary to the public interest in many ways. The most notorious problem with sole source contracting are the potential for favoritism and kickbacks. Naturally the public usually suffers in the form of higher costs due to the lack of a competitive bidding process. AGC strongly believes all qualified contractors should have an equal opportunity to bid all public projects.

The lure of Force Account Construction is very strong for many administrators and uninformed citizens. At first glance the costs of doing something "yourself" may seem less. For example: a public entity does not pay taxes and does not need a profit. However, there are other "costs" that often go unnoticed in comparisons between the private and public sector, including productivity, unfunded pension liability, depreciation of equipment, and transfer of risk. When a fair and full evaluation of all costs and benefits is made there is little dispute that contracting out is quicker, cheaper, better and less risky than force account construction.

Productivity undoubtedly is one of the major differences between force account and contracting out. The competitive bid system fosters increased productivity:

- Through long experience, contractors become specialists in one or more particular fields of construction. They know their sources of supply; they know the capacity of their machines; and the capability of their personnel.
  
- When preparing a bid, a contractor's competitive incentive requires that considerable thought be given to the problem of devising the best and most economical manner of doing the work. A contractor's specialized knowledge and experience obtained in the market place have been sharpened and are instrumental in saving the taxpayer money on the project.
  
- No matter what the skill level, productivity will consistently be higher by a private contractor. This has proven to be true even on complex nuclear power plant construction. A labor department study has concluded that the Tennessee Valley Authority utilizes 25% to 30% more labor to construct its nuclear facilities when compared to facilities constructed by private contractors.<sup>1</sup>

Oftentimes labor cost comparisons between the private and public sector forget to take into account the unfunded pension liability that is accruing to the benefit of the public employees. Similarly, equipment costs are often omitted under the theory that the government entity owns the equipment anyway so there is no "cost" other than operating expenses. Clearly, these and similar items must be included in any cost comparisons.

---

<sup>1</sup> Analysis of Tennessee Valley Authority Construction cost for Nuclear Plants & Industry Average; Construction Labor Demand System, U.S. Department of Labor; Washington D.C., July 1981.

In addition to the most efficient and economical means of producing public works construction, contracting out provides a variety of other benefits to the public in the form of risk shifting, which cannot be obtained under in-house performance. Some of these risks which are allocated when construction is done by contract are:

- The public only pays for what it receives; work actually performed is the basis of payment.
- The price is firm and guaranteed by the contract, and the public has no risk of cost increases. All of the variables of the market place, such as increases in material prices, wages and shortages are borne by the private contractor.
- Timely completion is assured by a liquidated damage provision.
- Faithful performance is backed by performance and payment bonds.
- Risk of damage during construction is borne by the contractor, not the public.
- The contractor must "defend and hold harmless" the public against claims and must provide the public with insurance coverage.
- Quality inspection is at "arm's length" by independent inspectors.
- The final work is warranted and defects must be corrected at no expense to the public.

To take these risks away from the taxpayers and put them on a private contractor who, through his payment and performance bond, guarantees the job will be finished according to the terms of the contract, is worth a great deal in dollars. None of this protection of the public's interest exists when work is performed by a public agency with public equipment and personnel - all of the risks are on the taxpayer.

Everyone loses when a public entity undertakes in-house construction of a project and something goes wrong. The local citizens will not enjoy the benefits of that public improvement. All state residents suffer from dollars allocated to an incomplete project, and elected officials are placed in the awkward position of obtaining more money to "feed the alligator".

A classic but unfortunate example of misuse of public construction funds is the experience of the Village of St. Michael. The legislature appropriated \$1.6 million to St. Michael for a sewer and water system. Instead of contracting out the project, the city council decided to build the project itself. The mayor went off to Seattle on a "shopping trip" for supplies and when the barge arrived: "it looked like St. Michael, where there are no cars or pickups, would be getting a highway system, not water and sewer service.

Off came a bulldozer, two big trucks, a road grader and a front-end loader. Off came a crane. Off came three generators. Off came a strange boat with a semi-circular hull and steel bars over the prow that looked like teeth. Off came the parts for a bolt together water tank designed for the stable flatlands of the Midwest, not the tundra and permafrost of St. Michael. Off came a pile of timbers and supplies for a wood-working shop. And off came the bill for 800,000 pounds of freight: \$250,000.00. Not only wasn't there enough money left in the city treasury to pay the shipping, there also wasn't enough money to start the water project.<sup>-2</sup>

A requirement that all public works construction be contracted out through competitive bid would have prevented the St. Michael situation and many other abuses and misuses of public funds throughout the state.

The attached draft bill is similar to CS HB311 considered by the 1984 House Finance Committee. Alaska Chapter AGC supports the introduction and passage of this legislation. We believe it will assist in the creation of a fair competitive environment for the construction industry and result in better quality public projects being built at lower cost with less public risk.

---

<sup>2</sup> Anchorage Daily News. March 11, 1984.



Official Business

# Alaska State Legislature

## Senate

### Committee on Labor & Commerce

Pouch V  
State Capitol  
Juneau, Alaska 99811

#### SB 166 Sectional Analysis:

Section 1) Purpose section

Section 2) Requires that grants to municipalities, thru the Department of Administration, comply with the competitive bidding procedures established in section 5 of the bill. Also makes technical changes in this section.

Section 3) Extends the competitive bidding requirements to grants to named recipients. Requires that a recipient of a grant must agree in writing to comply with the competitive bidding procedures.

Section 4) Extends the competitive bidding requirements to grants to unincorporated communities thru DCRA. Provides that a recipient of a grant agree in writing to comply with the competitive bidding procedures.

Section 5) Adds a new section, establishing Competitive Bidding Requirements. Provides that recipients of state grants award the contract on the basis of a competitive bid.

Recipient of the grant must solicit bids by publishing notice in a newspaper which has statewide circulation and in a newspaper serving the area where the project is located. Notice shall be published for at least 3 consecutive weekdays and at least 21 days before bids are opened. Notice shall be posted in a public place in the area in which the project is to be located. All bids must be sealed and opened in public at the hour stated in the notice.

Bids are to be awarded to the lowest "responsive" and "responsible" bidder. Recipient may also reject all bids and solicit new bids in accordance with the procedures established above.

Exempts a municipality which has adopted a competitive bid ordinance which meets the requirements of this section.

This section applies to grants for the repair or construction of a public facility, the improvement of real property, or contracts to provide services or materials using grant money for payment.

Exempts grants lower than \$100,000.

Section 6) July 1, 1985 effective date.

*Zharoff*

POSITION PAPER OF  
ALASKA CHAPTER  
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

SB 166  
AN ACT RELATING TO STATE GRANTS  
OR APPROPRIATIONS AND BIDDING REQUIREMENTS



The Alaska Chapter, Associated General Contractors of America, Inc., strongly supports the passage of the draft Committee Substitute for HB 331. HB 331 clarifies existing law to assure that recipients of State public funds utilize procedures aimed at preserving the free enterprise system.

The proposed amendment to As 37.05 is quite simple. It insures that recipients of public funds for the construction or repair of any public facility must advertise these projects and make an award to the lowest responsive bidder.

The competitive bid process is a universally accepted method of awarding contracts because:

1. It is the most economical bid process. Taxpayers will benefit from this healthy competition because their main interest is to save tax dollars, and to get the maximum return for every tax dollar invested.
2. It is fair for both the owner and contractors.
3. It avoids the unhealthy bias that occurs when contracts are awarded without going to bid.
4. It establishes definite costs before construction begins.
5. It prescribes a date for completion of the work.
6. It ensures quality workmanship and materials.
7. It provides centralized responsibility for the work.

The quality of workmanship and materials is guaranteed by the contract system. The materials which go into the project are prescribed in detail in the specifications and are subject to the approval of the owner. If, in the owner's opinion, the workmanship or the materials are not as specified, the owner can reject the work and order it redone at the contractor's expense.

Not only does the public receive higher quality construction projects when they are contracted out, but the public also receives more for its money. Through long experience, contractors become specialists in one or more particular fields of construction. They have their sources of supply; they know the capacity of their machines and the capability of their personnel. When preparing a bid, a contractor's competitive incentive requires that he give considerable thought to the problem of devising the best and most economical manner of doing the work. His specialized knowledge and experience obtained in the marketplace have been sharpened and are instrumental in saving the taxpayer money on the project.

The contract provides that the project be completed on a prescribed date. The contractor cannot receive final payment or the release of money that is retained while the work is progressing until the job has been completed and accepted -- all to the satisfaction of the owner. This factor, plus his own economic need, gives assurance to the public that the job will be completed on time and within contract price. Many times the contract (bid) price is lower than what the owner expects to pay.

In addition to providing the most efficient and economical means of producing public works construction, contracting out provides a variety of other benefits to the public in the form of risk shifting. Some of these risks which are allocated when construction is done by contract are:

- The public only pays for what it receives; work actually performed is the basis of payment.
- The price is firm and guaranteed by the contract, and the public has no risk of cost increases. All of the variables of the marketplace, such as increases in material prices, wages and shortages are borne by the private contractor.
- Timely completion is assured by a liquidated damage provision.
- Faithful performance is backed by performance and payment bonds.
- Risk of damage during construction is borne by the contractor.
- The contractor must "defend and hold harmless" the public against claims and must provide the public with insurance coverage.
- Quality inspection is at "arm's length" by independent inspectors.
- The final work is warranted and defects must be corrected at no expense to the public.

For the above mentioned reasons, we urge your support of this bill.

Michael  
Senator Sharoff  
C121

# Alaska Construction Law 3rd Edition

Robert J. Dickson

Michael W. Dundy

## AUTHORS

**MICHAEL W. DUNDY** is a partner in the law firm of Bogle & Gates, Anchorage. He received his law degree at Northwestern University School of Law, Chicago, Illinois. Mr. Dundy's practice has been in civil litigation with emphasis in construction, anti-trust, and employment discrimination. He is a member of the American Bar Association and the Litigation and Anti-Trust Sections of that organization. He is also a member of the ABA Forum Committee on the Construction Industry and chairman of the Program Utilization Committee of the Litigation Section of the ABA.

**ROBERT J. DICKSON** of Anchorage received his J.D. from the University of Illinois in 1972 and has practiced in Alaska since then. He specializes in civil litigation with emphasis on construction contract disputes, performance, payment bond sureties, and construction law. He is a member of the ABA Forum Committee on the Construction Industry and the ABA Section of Litigation.

**LAWRENCE T. FEENEY** is a director of the law firm of Faulkner, Banfield, Doogan and Holmes, P.C. with offices in Juneau and Anchorage. Mr. Feeney received his undergraduate degree from the University of California at Santa Barbara and his law degree from Old Hall, University of California Berkley. He has practiced in Alaska since 1973 with major emphasis on construction litigation, representing design professionals, contractors and owners. Mr. Feeney is a member of the Alaska and American Bar Associations, the ABA Forum Committee on Construction Industry and serves on the Construction Industry Panel of Arbitrators for the American Arbitration Association.

(7) The bids received did not provide competition which was adequate to insure reasonable prices.

*Federal*

FPR § 1-2.404-1(a) provides simply: "As a general rule, after opening, an invitation for bids should not be canceled and readvertised due solely to increased requirements for the items being procured."

If all bids are rejected, FPR § 1-2.404-3 requires the contracting officer to notify all bidders of that fact and state the reason for such rejection.

// 3. Non-Responsiveness

That the successful bidder's bid is non-responsive to the IFB is a common basis for a protest. This may also be a ground for an agency's rejection of the low bid. Both the ASPR and the FPR contain specific regulations concerning non-responsiveness as a basis for rejecting individual bids. ASPR § 2-301, 2-404.2; FPR § 1-2.404-2. For example, FPR § 1-2.404-2 provides in part:

(a) Any bid which fails to conform to the essential requirements of the invitation for bids, such as specifications, delivery schedule, or permissible alternates thereto, shall be rejected as non-responsive.

(c) Ordinarily, a bid shall be rejected where the bidder imposes conditions which would modify requirements of the invitation for bids or limit his liability to the government so as to give him an advantage over other bidders. For example, bids shall be rejected in which the bidder:

(1) Attempts to protect himself against future changes in conditions such as increased costs, if total price to the Government cannot be determined for bid evaluation.

(2) Fails to state a price and, in lieu thereof, states that price shall be "price in effect at time of delivery."

(3) States a price but qualifies such price as being subject to "price in effect at time of delivery."

(4) Where not authorized by the invitation, conditions or qualifies his bid by stipulating that the bid is to be considered only if, prior to date of award, bidder receives (or does not receive) award under a separate procurement.

(5) Limits rights of Government under any contract clause. However, a low bidder may be requested to delete objectionable conditions from

his bid if these conditions do not go to the substance, as distinguished from the form of the bid. A condition goes to the substance of a bid where it affects price, quantity, quality, or delivery of the items offered.

(c) Any bid may be rejected if the contracting officer determines in writing that it is unreasonable as to price.

(d) Bids received from any person or concern debarred or ineligible shall be rejected if the period of debarment or ineligibility has not expired (see Subpart 1-1.6).

(e) Low bids received from firms determined to be not responsible, pursuant to Subpart 1-1.12, shall be rejected (but if a bidder is a small business concern, see Subpart 1-1.7 with respect to certificates of competency).

(f) Where a bid guarantee is required and a bidder fails to furnish it in accordance with the requirements of the invitation for bids, the bid shall be rejected except as otherwise provided in § 1-10.103-4.

(g) The originals of all rejected bids, and any written findings with respect to such rejections,

shall be preserved with the papers relating to the procurement.

The Comptroller General has expressed the rule of responsiveness in these terms:

The test to be applied in determining the responsiveness of a bid is whether the bid as submitted is an offer to perform, without exception, the exact thing called for in the invitation, and upon acceptance will bind the contractor to perform in accordance with all the terms and conditions thereof. Unless something on the face of the bid, or specifically made a part thereof, either limits, reduces or modifies the obligation to perform in accordance with the terms of the invitation, it is responsive.

49 Comp. Gen. 553, 556 (1970).

An important exception to this rule is that minor irregularities or informalities in a bid will not render it non-responsive. FPR 1-2.405, for example, defines the parameters of this rule:

A minor informality or irregularity is one which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid from the exact requirement of

the invitation for bids, the correction or waiver of which would not be prejudicial to other bidders. The defect or variation in the bid is immaterial and inconsequential when its significance as to price, quantity, quality, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured. The contracting officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive such deficiency, whichever is to the advantage of the Government. Examples of minor informalities or irregularities include:

(a) Failure of bidder to return the number of copies of signed bids required by the invitation for bids.

(b) Failure to furnish required information concerning the number of bidders' employees.

(c) Failure of bidder to sign its bid, but only if (1) the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned bid document, such as the submission of a bid guarantee, or a letter signed by the bidder with the bid referring to

and clearly identifying the bid itself; or (2) the firm submitting a bid has formally adopted or authorized, before the date set for opening of bids, the execution of documents by typewritten, printed, or stamped signature and submits evidence of such authorization and the bid carries such a signature.

(d) Failure of a bidder to acknowledge receipt of an amendment to an invitation for bids, but only if;

(1) The bid received clearly indicates that the bidder received the amendment, such as where the amendment added another item to the invitation for bids and the bidder submitted a bid thereon; or

(2) The amendment involves only a matter of form or is one which has either no effect or merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

See, ASPR § 2-405; see generally, Shnitzer, "Submitting a Responsive Bid," Briefing Papers, No. 66-2, Federal Publications, Inc., April 1966, for extensive discussion of the subject and exceptions to the general rules; Gray,

"Responsiveness Versus Responsibility: Policy and Practice in Government Contracts," 9 Pub. Cont. L.J. 46 (1974).

4. Non-responsibility

Another potential ground for protesting an award, or possibly protesting an anticipated failure to award the contract to the low bidder, is non-responsibility. In some instances the issues of non-responsibility and non-responsiveness have not been distinctly treated, even though whether a certain bid requirement is a matter of responsiveness or responsibility is sometimes an important distinction with respect to its impact on the outcome of the bidding. Gray, supra, at 46.

Basic procurement statutes and regulations require an affirmative demonstration of a contractor's responsibility prior to an award. See, Armed Services Procurement Act of 1947, as amended, 10 U.S.C. § 2305(c); ASPR § 1-902, 2-407.2; Federal Property and Administrative Services Act of 1949, as amended, 41 U.S.C. § 253(b) (1964); FPR § 1-1.12. FPR § 1-1.12, for instance, "prescribes policies concerning the responsibility of prospective contractors, minimum standards for responsible prospective contractors, requirements and procedures for the determination of responsibility, and policies regarding the determination of subcontractor responsibility." FPR § 1-1.1200. It is important to note some

of the most important provisions, which are parallel to the corresponding ASPR regulations.

Section 1-1.1202(c) requires that prospective contractors affirmatively demonstrate their responsibility and when necessary, the responsibility of their proposed subcontractors. Subsection (d) indicates that recent unsatisfactory performance with respect to either quality or timeliness of delivery is an example of a problem which the contracting officer must consider in making his determination. It should be noted that special rules apply if a small business concern is involved. See FPR § 1-1.708.

Generally, a contractor must have adequate financial resources, the ability to comply with the delivery and performance schedules, a satisfactory record of performance and integrity and business ethics, and, in the case of a small business concern, a certificate of competency and/or a determination of eligibility from the SBA. FPR § 1-1.1203-1.

Aside from the general standards, there are additional standards, special standards, and minimum standards. FPR § 1-1.1203-3 through 1-1.1203-4. See, Allen Campbell Co. v. Lloyd Wood Constr. Co., 446 F.2d 261 (5th Cir. 1971) (award enjoined because successful bidder for a contract under a small business set-aside was not in fact a small business).

The procedures for determining responsibility of prospective contractors are set forth in FPR § 1-1.1205. These provisions set forth when information will be obtained, the sources from which the contracting agency may obtain information to be used in determining the contractor's responsibility, pre-award surveys and the need for determining the responsibility of prospective subcontractors.

It should also be noted that by statute, the SBA is the final authority with respect to a prospective small business contractor's "capacity and credit." Small Business Act of 1953, as amended, 15 U.S.C. 637(b)(7) (1964). If a determination of non-responsibility is made, the entire matter must be referred to the SBA for its consideration. FPR § 1-1.708; ASPR § 1-750.4.

As indicated above, the issues of responsiveness and responsibility are sometimes confused. Gray, supra. The distinctions have been summarized as follows:

1. Responsiveness involves a legal question of conformity to the invitation, whereas bidder responsibility is a question of fact.
2. Responsiveness relates to matters which are necessary for the evaluation of bids and which, if incomplete or nonconforming, would result in an advantage over other bidders if correction or addition

was allowed. As opposed to this, matters of responsibility are requested exclusively for the benefit and convenience of the government so that presence or absence at bid opening is irrelevant to bid evaluation or competition and neither advantages nor prejudices any bidder.

3. Responsiveness involves some promise which is part of the offer on the prospective contract or which operates to define or limit the obligation to perform, while responsibility relates to the "know how" and wherewithal of performance.

Gray, supra, at 52.

e. Other Grounds

There are numerous other grounds upon which a protest might be based, including, but not limited to:

Untimeliness of the low bidder's bid.

William F. Wilke, Inc. v. Dept. of Army, 485 F.2d 180 (4th Cir. 1973) (second lowest bidder denied injunctive relief, but awarded damages for bid preparation costs).

Correction or adjustment of bid by Government after bid opening resulting in substitution of that bid for another contractor's acceptable lower bid.

Armstrong & Armstrong, Inc. v. United States, 514 F.2d 402 (9th Cir. 1975).

AS 44.33.295 provides a preference for contractors in an area designated as an area impacted by an economic disaster.

In King, supra, one of the improprieties alleged by the unsuccessful bidders, but not found by the Court, was that a preference was not properly applied. In other cases, preferences have been challenged as illegal, but have often been upheld. Equitable Shipyards, Inc. v. State of Washington, 93 Wn. 2d 465, 611 P.2d 465 (1980) (6% preference for Washington State shipbuilding firms upheld); Mardian Construction Co. v. Superior Court, 113 Ariz. 489, 557 P.2d 526 (1976) (5% preference to Arizona resident contractors upheld).

In some instances, however, preference statutes have been declared illegal. Rayco Construction Co., Inc. v. Vorsanger, 397 F.Supp. 1105 (E.D. Ark. 1975) (3% preference to bidders who had satisfactorily performed prior public contracts and for two successive years had paid state and county taxes on plant and equipment such as is ordinarily required for performance of contract for which the bid was submitted on other real or personal property of equivalent value located in the state).

Non-responsibility of Bidder.

Alaska's general competitive bidding statute, AS § 35.15.050, provides that the department shall award the contract to the "lowest responsible bidder". The term "lowest

responsible bidder" has been interpreted by courts to encompass more than simply financial ability to perform the work; it includes considerations of skill, integrity, judgment, experience, reputation, previous conduct on contracts and other factors bearing on the bidders successful performance. Housing Authority of City of Opelousas, La. v. Pittman Const. Co., 264 F.2d 695 (5th Cir. 1959); Federal Elec. Corp. v. Fasi, 527 P.2d 1284 (Hawaii 1974); Hallet v. City of Elgin, 254 Ill. 343, 98 N.E. 530 (1911); Sellitto v. Cedar Grove Tp., 42 A.2d 383 (N.J. Super. 1945); Reuting v. City of Titusville, 175 Pa. 512, 34 A. 916 (1896); Williams v. City of Topeka, 85 Kan. 857, 118 P. 864 (1911). See also, Lutz Appellate Printers, Inc. v. Commonwealth of Pennsylvania, 403 A. 2d 530 (Pa. 1979) (low bidder who was rejected as non-responsible sought to enjoin award to higher bidder).

The Alaska State Housing Authority regulations set forth specific criteria for awards by ASHA. 3 AAC 95.080 provides that an award will be made to the lowest responsible bidder taking into consideration the several factors listed therein.

#### Non-responsiveness of bid

The general rule that bids must be responsive also applies at the state and local level.

In King v. Alaska State Housing Authority, 512 P.2d 887 (Alaska 1973), the court expressed the general rule concerning responsiveness of bids in these terms:

"According to the prevailing view, proposals for public contracts must substantially comply with all requirements contained in the invitation for proposals. Thus, all terms of ASHA's invitation became by implication part of a valid proposal, in order that completion among redevelopers were made equal. Consistent with this well established principle, courts hold that while a 'material' variance from the invitation requires rejection of the proposal, a 'minor' variance does not require rejection of the proposal. A variance is said to be material 'if it gives the bidder a substantial advantage over other bidders, and thereby restricts or stifles competition.'" [footnotes omitted] 512 P.2d at 892.

In King, the successful bidder had failed to submit a timely deposit, which the plaintiffs alleged made his bid nonresponsive. The court held that in order to satisfy the burden of establishing that this failure automatically invalidated the successful bidder's proposal, the plaintiffs had to prove that the successful bidder had gained a

competitive advantage thereby. The court concluded that the variance in question was minor because ASHA's security interests in the deposit were substantially protected in that the successful bidder had filed the deposit before the court considered and accepted any proposal.

See also, Kelly v. Zamarello, 486 P.2d 906 (Alaska 1971) (bids containing conditions, attachments and interlineations held nonresponsive).

Kuhn Construction Co. v. State, 366 A.2d 1209 (Del. Ch. 1976) (low bidder for marine construction contract held not to have complied with bidding statutes in failing to list subcontractors).

Grant Construction Co. of R.I. v. City of New Bedford, 301 N.E. 2d 463 (Mass. App. 1973) (unsuccessful bidder's challenge based on alleged non-responsiveness of low bid rejected; errors in unit prices and failure to acknowledge addendum not material deviation due to insignificance of costs covered by addendum).

Bader v. Sharp, 125 A.2d 499 (Del. 1955) (failure of low bidder to certify that supply commitments have been obtained could be dispensed with as minor variance).

Actions by Low Bidders Challenging Rejection of Bid.

Lutz Appellate Printers, Inc. v. Commonwealth of Pennsylvania, 403 A.2d 530 (Pa. 1979); M.A. Stephen Constr. Co.

v. Borough of Rumson, 118 N.J. Super. 523, 288 A.2d 873 (1972) (court rejected low bidder's claim for damages) but see, Cardell, Inc. v. Woodbridge Tp., 115 N.J. Super. 442, 280 A.2d 203 (App. Div. 1971) (low bidder whose bid was rejected was awarded damages estimated to be difference between contract price and cost of performance).

Leary v. City of Jackson, 247 Mich. 447, 226 N.W. 214 (1929) (court upheld award despite fact that other bid was lower in some respects).

Paul Sardella Constr. Co., Inc. v. Braintree Housing Authority, 329 N.E. 2d 762 (Mass. App. 1975) (first general bidder's bid was rejected when rescission by one of his subcontractor's bids due to mistake resulted in award to another general bidder; first general bidder's protest of revocation of his award and subsequent award to second general bidder was upheld; first general bidder entitled to costs of bid preparation).

Commercial Cleaning Corp. v. Sullivan, 47 N.J. 539, 222 A.2d 4 (1966) (low bidder not as experienced and was too small in operation to handle scope of work required; award to second lowest bidder upheld).

#### Rejection of All Bids

Butler v. Federal Way School District, 17 Wash. App. 288, 562 P.2d 271 (1977) (despite reservation of right to

reject all bids, court held it improper to reject lowest bid which was misplaced by school district and not opened until 15 minutes later than other bids and then to order re-bid; district's inadvertence did not constitute good cause to reject all bids).

#### Inadequate Time Between Invitation and Award

Waste Disposal, Inc. v. Mayor and Council of Roselle Park, 145 N.J. Super, 217, 367 A.2d 449 (unreasonably short time in which to prepare bids).

Commercial Cleaning Corp. v. Sullivan, 47 N.J. 539, 222 A.2d 4 (1966) (must allow sufficient time between advertisement for bids and deadline for submission of bids to give unsuccessful bidder opportunity to protest and be heard).

State ex rel. Nacek v. Cleveland Trinidad Paving Co., 35 Ohio App. 115, 171 N.E. 837 (19\_\_ ) (must allow adequate time to formulate bids).

#### Violation of Post-award Requirements

In re Matter of Bayonne Park, Etc., 168 N.J. Super. 33, 401 A.2d 705 (1979) (failure of successful bidder to return executed contract and bond within required 10-day period resulted in award being nullified).

#### Contracting Authority's Failure to Fairly Consider All Bids

Paul Sardella Constr. Co. v. Braintree Housing Authority, 329 N.E.2d 762 (Mass. App. 1975).

#### Defects in Bid Invitation/Specifications

# City of Kake

"HOME OF THE WORLD'S LARGEST TOTEM POLE"

P.O. BOX 500  
KAKE, AK 99830  
907-785-3804

MAR 5 1985

Feb. 28, 1985

Scott A. Burgess  
Executive Director  
Alaska Municipal League  
105 Municipal Way, Suite 301  
Juneau, Alaska 99801

Dear Mr. Burgess:

The Kake City Council is extremely concerned about the substantial adverse effects of SB-166, if it passes into law. We respectfully request your aid in fighting this ill-conceived legislation.

At best, the proposed bill is badly worded, starting with the "Purpose" which is blatantly incorrect and biased. At worst, it could severely limit all Alaskan municipalities in their ability to define, manage and construct capital improvements.

Over the past several months I was a member of the State Force Account Task Force, during which all aspects of municipal force account management were discussed. I have enclosed correspondence and meeting summaries relating to this Task Force effort. As you can see, the Task Force concluded that the existing system of State grant management was perfectly adequate to handle municipal capital grants. New legislation to require competitive bidding procedures would seem to totally undermine the Task Force's work and conclusions to date.

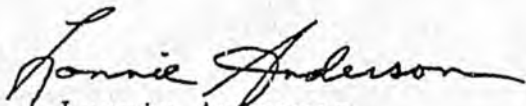
As written, the proposed SB-166 is very unclear. If its intent is to simply require all construction subcontracts in excess of \$100,000 to be competitively bid, that could be handled by the Task Force and a change within the already-existing State procedures. There is no need for legislation for this type of change, and it should be directed back to the Task Force to handle.

If the purpose of SB-166 is to ultimately limit the size of municipal capital grants that do not have to be competitively bid to less than \$100,000, then this legislation is simply not acceptable and not in the public interest. In either case, there does not appear to be any need for the legislation.

I would be more than willing to provide whatever additional information that we have regarding the successes and benefits of municipal-managed capital projects. We feel very strongly on this issue, and see no justification for this proposed legislation.

I am looking forward to hearing from you on this issue.

Sincerely yours,



Lonnie Anderson  
Mayor

cc: The Honorable Senator Eliason  
The Honorable Representative Goll  
The Honorable Senator Zharoff  
Members of the State Force Account Task Force

# MEMORANDUM

State of Alaska


TO: Force Accounting Task Force

DATE: November 21, 1984

FILE NO: CMC 7-3

TELEPHONE NO: 465-2700

SUBJECT: Task Force Meeting

  
FROM: Jim Robison, Commissioner  
Department of Labor

There will be a meeting of the Force Accounting Task Force on Monday, December 3, at 1:30 p.m. in the Third Floor Conference Room (Room 303) at the Department of Labor, 1111 West Eighth Street in Juneau. Please let my office know if you will be unable to attend the meeting.

At the first Task Force meeting on November 5, it was suggested that State grant procedures could be modified to include local hire and competitive bidding requirements State-funded construction projects. A proposal was made to review State grant procedures to determine whether such modifications would be feasible and in the State's best interest. Accordingly, on November 19, a meeting was held involving grant officers and management representatives from various State agencies. The consensus of the group was that there is a need to establish uniform grant management guidelines, but that State agencies should not dictate or otherwise interfere with a grant recipient's ability to administer grant-funded construction projects and make decisions regarding employment and local hire on such projects.

It was also disclosed that the Office of Management and Budget has recently conducted a comprehensive review of grant programs and procedures in an effort to streamline the management of State grants. The grants projects steering committee carefully attempted to balance the need for grant project accountability on the one hand with the desire not to interfere with local administration of grant projects on the other. The grant management procedures under review by OMB apparently contain no discussion of use of force account methods to carry out public construction projects.

In summary, there was little enthusiasm on the part of State agencies that administer grants to modify grant agreements to insert local hire, competitive bidding, or other requirements.

Since the first Task Force meeting, I have also received a statement of position from the U.S. Department of Labor with respect to the so-called "force account" exemption from the federal Davis-Bacon prevailing wage requirements. A copy is attached for your review.

Attachment

## Distribution

Richard Knapp, Commissioner, DOT/PF  
Lmil Notti, Commissioner, DC&RA  
Jim Kelly, Special Assistant to the Governor  
Jim Wakefield  
Reesa King  
Lonnie Anderson  
Mano Frey

JR:BL/jt

U.S. Department of Labor

Employment Standards Administration  
Wage and Hour Division  
909 First Avenue, Room 3032  
Seattle, Washington 98174



November 13, 1984

Reply to the Attention of

Mr. Jim Robison  
Commissioner of Labor  
Alaska Department of Labor  
P.O. Box 1149  
Juneau, Alaska 99811

RECEIVED

NOV 16 1984

OFFICE OF THE COMMISSIONER

Comm.	<i>AL</i>
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Adm. Asst.	
Int. Aff.	
Med. Dir.	
To:	<i>AL</i>
cc:	<i>AL</i>
cc:	
cc:	

Dear Mr. Robison:

This is in response to your recent request for a report on the position of the Wage and Hour Division on the application of the "force account" concept to Davis-Bacon Act and Davis-Bacon Related Act covered work.

As you know, the Davis-Bacon Act and Davis-Bacon Related Acts contain provisions that contractors and subcontractors pay Davis-Bacon Act prevailing wage rates to laborers and mechanics who are employed on federally financed construction projects which are in excess of \$2,000. One of the accepted principles governing the federal agencies which administer and enforce these laws is that states or political subdivisions of states are not, as prime contractors, bound by these prevailing wage requirements. On the other hand, subcontractors, to whom the states or their political subdivisions might let all or part of the work initially contracted for with the United States Government, would be bound to the same extent as other nongovernmental contractors.

Accordingly, if a federal agency or a state or political subdivision thereof decides not to contract out but rather it performs the work "in-house" with its own employees, then the Davis-Bacon Act prevailing wage requirements would not be deemed applicable to such employees since the work is considered as being "force account" work. This concept would continue to be applied even in those instances where the governmental agency hires a temporary workforce to perform such "force account" work.

In most cases, there is no need to question whether a particular organization is a federal, state, or other governmental agency. This is because there is a common understanding as to the meaning and application of these terms. However, there are specific limitations with respect to the application of the "force account" concept to quasi-governmental agencies. Therefore, we shall endeavor to illustrate by example those conditions which must be met by a such an agency in order to qualify under the "force account" exemption.

With respect to this exemption, an Indian tribe is similar to a municipal, state or federal agency. Consequently, the Davis-Bacon Act prevailing wage rates would not be applicable to work performed by tribal employees. Regarding the issue of discussion, that the work was performed by a non-profit corporation which was associated with the tribe, let us next consider

whether the employees of that corporation would be subject to the prevailing wage provisions.

A determination as to the corporation's standing would be dependent on the nature of the organization and ownership of the corporation. If in fact the corporation was a public, nonprofit corporation, serving as a governmental instrumentality of the tribe, and was solely owned by the tribe, then it is our opinion that its own employees would not be subject to the prevailing wage laws.

On the other hand, if the corporation was a private business enterprise, whether or not owned by the tribe or members of the tribe, or if it were incorporated as a profit making corporation, then it is our opinion that its employees would be subject to the prevailing wage laws. The application of the "force account" concept would not be appropriate in this case because the workers would not be employees of the governmental body or its instrumentalities and, as previously indicated, the exception is limited to such employees.

There are three notable exceptions to the "force account" exemption and that is with regard to work which is financed under the Public Works Employment Act of 1977, the U.S. Housing Act of 1937, as amended, or the Housing Act of 1949. These laws contain provisions which require the payment of Davis-Bacon Act prevailing wage rates to state or local government employees who perform work which is under their purview and therefore they are outside the exemption.

I trust this information will provide assistance to your agency. If you have any further questions, please contact me or Ed Woodruff of my staff.

Sincerely,



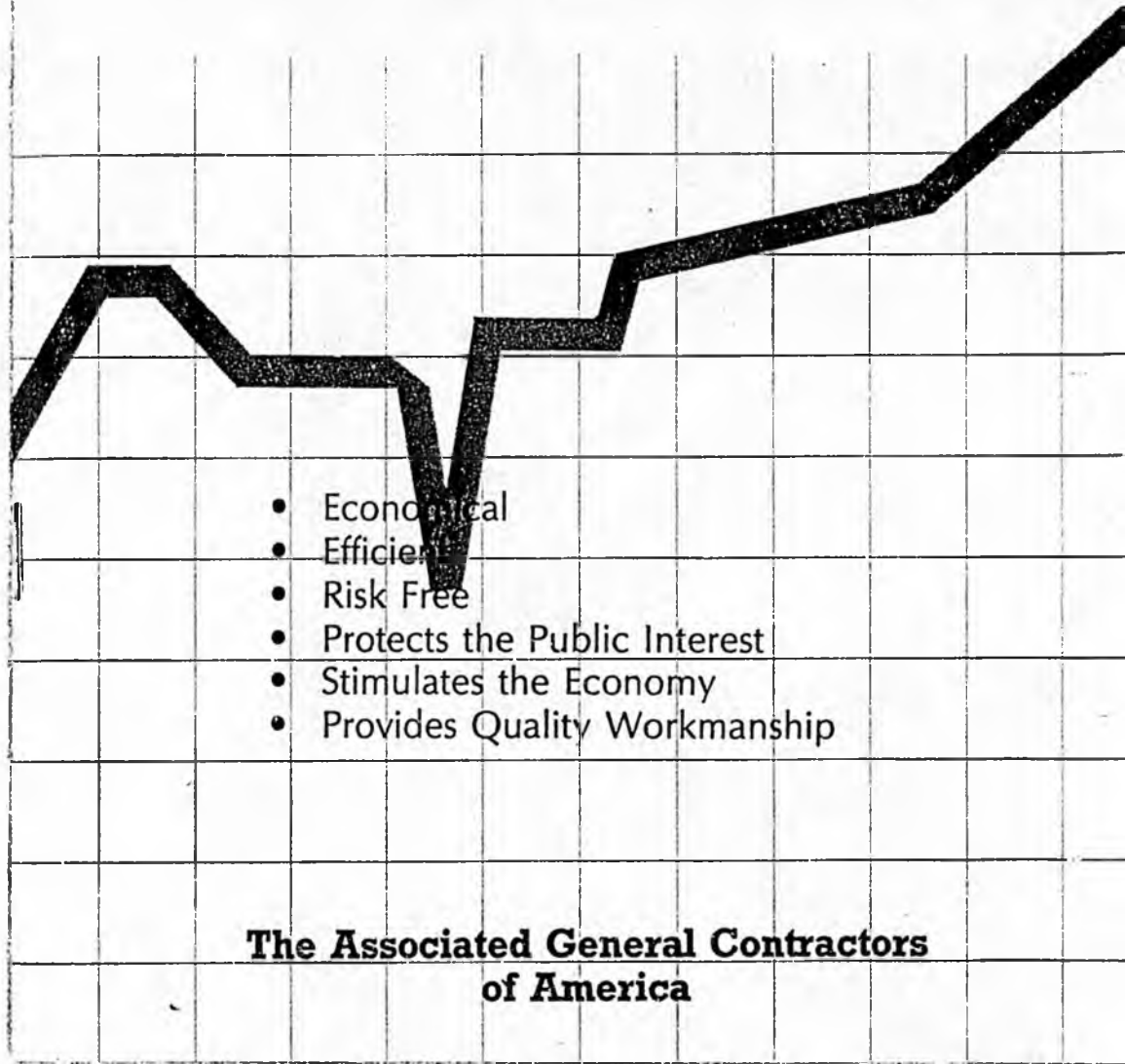
W.J. Olson

Assistant Regional Administrator

CC: Joe C. Garcia

# **MAXIMIZE PUBLIC FUNDS**

**with  
The Contract  
Method of  
Construction**



- Economical
- Efficient
- Risk Free
- Protects the Public Interest
- Stimulates the Economy
- Provides Quality Workmanship

**The Associated General Contractors  
of America**

## **Taxpayers Can Receive More For Their Tax Dollar**

**A**t all levels of government, large amounts of tax dollars are spent on construction of public works using government employees and government equipment. This method of construction is known as force account.

A few federal agencies, most notably the Tennessee Valley Authority, continue to use force account construction. Numerous state and municipal governments also undertake similar force account programs.

Under force account, the public does not usually receive full value for its tax dollar. Independent studies have shown that it costs significantly more in real dollars for the government to complete work with its own forces than it does to contract the same work out to the private sector. On a more subjective note, polls have found that the public overwhelmingly believes that the private sector does better work at a lower cost than public agencies.

The contract method of construction maximizes public funds in the following ways:

## **A Widely Accepted Principle Is That The Greatest EFFICIENCY And The Lowest Cost Occur When There Is Real Competition**

**A**growing concern of the public, that of limited outlays for public spending, is best addressed when public construction is performed as efficiently and cost effectively as possible through the competitive bid process. The objective is to avoid the development of massive inventories of publicly owned equipment, which is often underutilized, and expansion in the numbers of public employees, many of whom are used inefficiently.

## **Spending Tax Dollars ECONOMICALLY and Wisely**

**T**axpayers are entitled to the lowest cost for construction of a project.

The contract method of construction has numerous advantages, one of the most important of which is the establishment of definite costs **before** construction begins.

Cost is an important consideration in both the private and public sector, but it has an even greater significance when the expenditure of public monies is involved. Actual cost includes much more than direct salaries. One must compare fringe benefits, sick pay, vacation time, administrative costs and also the question of project completion time. A realistic comparison of purchase and maintenance costs for publicly owned equipment must be also included. All of these cost factors are included in the private bidder's price; but these incurred costs are not usually identified as costs to the taxpayer when a government agency employs force account.

When preparing a bid, a contractor's competitive incentive requires that he give considerable thought to the problem of devising the most efficient and most economical manner of doing the work. His specialized knowledge and experience obtained in the marketplace are instrumental in saving the taxpayer money on the project. This incentive is not present in force account work.

### **Construction By Contract Is RISK FREE To The Public**

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**I**n addition to providing the most efficient and economical means of constructing public works, contracting out through competitive bidding provides a variety of other benefits to the public in the form of risk shifting, which cannot be obtained under force account. Some of these risks, which are assumed by the successful bidder when construction is done by contract, are:

- The public only pays for what it receives; work actually performed is the basis of payment.
- The price is firm and guaranteed by the contract, and the public has no risk of cost increases. All of the variables of the marketplace, such as increases in material prices, wages and shortages are borne by the private contractor.
- Timely completion is assured by a liquidated damage provision.
- Faithful performance is backed by performance and payment bonds.

- Risk of damage during construction is borne by the contractor, not the public.
- The contractor must "defend and hold harmless" the public against claims and must provide the public with insurance coverage.
- Quality inspection is at "arm's length" by independent inspectors.
- The final work is warranted and defects must be corrected at no expense to the public.

To take these risks away from the taxpayers and place them upon a private contractor who, through his payment and performance bond, guarantees the job will be finished according to the terms of the contract, is worth a great deal in dollars. None of this protection of the public's interest exists when work is performed by a public agency with public equipment and personnel — all of the risks are borne by the taxpayer.

### **The Contract Method PROTECTS THE PUBLIC INTEREST**

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**P**ublic agencies have a legitimate interest in contracting out. Agencies are concerned with the efficient delivery of services to the taxpayer. To obtain the most effective use of the tax dollar, to assure the public of **on-time, on-budget quality construction**, all needs for construction services should be **contracted out**.

### **Construction By Contract STIMULATES THE ECONOMY**

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**P**rivate industry is ready and willing to provide the public sector with the services it needs, and will do so at a competitive price. Taxpayers will benefit from this healthy competition, and will get the maximum return for every tax dollar invested. When government decides to produce its own goods and services, it not only prevents the private sector from earning dollars, but it also denies itself revenue from the taxes private enterprises must pay.

Studies have concluded that if construction is accomplished through contract rather than being done by force account, there will be a significant return to the public sector through taxes and tax recycling. A study in New Jersey has concluded that approximately 10 to 14 percent of the successful bid price is returned to the public sector. An Oregon study con-

cluded that taxpayers receive a net return of more than 20 percent of the contract cost when contract construction is chosen over force account construction.

**TAXES ARE PAID BACK INTO THE ECONOMY  
USING THE  
CONSTRUCTION BY CONTRACT METHOD**

Public Agency

1. F.I.C.A.
2. State Unemployment Tax

Private Contractor  
(may vary by state)

- F.I.C.A.  
State Unemployment Tax  
Federal Unemployment Tax  
Sales Tax  
Federal Diesel & Gasoline Tax  
Federal Use Tax  
State Use Tax  
State License Fees  
Corporate Income Tax  
Property Tax  
Tax on Tires  
Tax on Parts

**The QUALITY OF WORKMANSHIP And Materials Is  
Guaranteed By The Contract System**

**T**he materials which go into a project are prescribed in detail in the specifications and are subject to the approval of the government agency. If the workmanship or the materials are not as specified, the entity can reject the work and order it redone at the contractor's expense.

It is also a common practice to require that the contractor maintain the project in good condition for a period of time after completion. It is, therefore, to the contractor's economic interest — and to the furtherance of his reputation — that the quality of his work measure up to the prescribed standards.

Not only does the public receive higher quality construction projects when they are contracted out, but the public also receives more for its money.

### **How Can You Save?**

**C**ontracting out can save your governmental unit money. The undertaking of thorough and comprehensive cost comparisons for construction projects can set your government on the road toward these savings. Examples of these comprehensive cost comparisons can be obtained from the local AGC chapter or contacting national AGC. Use of these comparisons will illustrate the total cost to the government. You should also ask these sources for case examples of how other governmental entities saved the public money through contracting out.

**FOR MORE INFORMATION ON THE CONTRACT METHOD OF CONSTRUCTION CONTACT THE LOCAL CHAPTER OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA IN YOUR STATE.**

Nov. 14, 1984

Jim Kelly  
Special Assistant  
to the Governor  
Office of the Governor  
-Pouch A  
Juneau, Ak. 99811

Dear Mr. Kelly:

I am deeply concerned that the first meeting of the State's "Force Accounting Task Force" was held without any representative from a municipality being present.

Wide-ranging effects on municipalities could easily result by actions or policies from the Task Force. It is absolutely essential, therefore, that municipality concerns be well represented before any actions are taken by this Task Force.

Clearly, force account methods can be a highly effective management means for constructing municipal capital improvements. This is particularly true for rural communities such as Kake, where the few State dollars available must be put to their best possible use and be made to stretch to their maximum. In our case, this has only been possible through the use of City-managed force account construction. It has allowed the community to maintain control over each project from start to finish. It also has provided the only means we know that can and will make effective use of the local labor force. We would be more than happy to show you our results, which demonstrate the high quality and use to which State funds have been put.

However, we have had extremely bad experiences from past capital projects that were defined and built by outsiders who had little understanding, obligation or commitment to the community's needs. The result was a lot of money spent for less-than-optimum facilities, local labor given little to no opportunity to participate, and finished products in which no-one took pride. In effect, the community was not given opportunity to control its future, to train its local labor in marketable skills, or even to control the specific

project. We hope those days are long gone, and firmly believe that the State cannot afford to continue using that approach when there are viable options.

In reviewing Commissioner Robison's summary of the Task Force's first meeting, there appeared to be two action items agreed upon. I would like to comment on both items:

A. Local Hire Encouragement on State-Funded Projects.

The best encouragement that can be made for local hire, is to allow as many capitol improvement projects as possible to be managed by force account methods. You can write all of the requirements for local hire you want into bid-construct projects, but when a contractor comes into a village our workers are invariably overlooked or forced out for any number of technicalities that can be used by the contractors. Contractors simply will not take the time to train even partially unskilled workers, if it in any way eats into their profit margin.

B. Modification of Grant Agreement Conditions for Constructing Capitol Improvements by Municipalities.

If other communities feel as I do, the grant agreements we are working with now are generally acceptable. I have no problem with some modifications to encourage local hire. However, nothing can be allowed to jeopardize this or any other community's basic right to manage and control their capitol improvements.

If we, or any other community has the desire and the ability to design and construct a capitol improvement, we should be allowed to do so. Anything less will not be in the community's or the State's best interests.


Even though Kake has made extensive use of its local labor in its City-managed construction, we have not hesitated to bring in contractors and specialized labor wherever needed to properly construct the project. Both outside contractors and labor unions have therefore aided and participated to a major extent in the Kake projects, and we will continue to use their services on future projects. In this manner, we feel that everyone is benefiting in the most efficient way possible. However, the last thing we wish is to be restricted in using our own initiative to help ourselves.

I hope that these comments will clarify some of the deeply felt concerns that the Kake community has on defining and managing its own capitol improvements. I am confident these feelings are shared by many other communities as well, and I trust that from here on the municipalities will be definitely included in any further task force work.

I am looking forward to being informed of the time and place of the next meeting, and will make every effort to be there. In the meantime, I request that the applicable State departments provide me with an opportunity to review all proposed changes in State grant agreements and bid specifications, well before any changes are made final.

I am looking forward to working closely with you on this effort.

Sincerely yours,.

  
Lonnie Anderson  
Mayor

cc: The Honorable Senator Eliason  
The Honorable Representative Goll

## MEMORANDUM

State of Alaska

TO: The Honorable Bill Sheffield  
Governor

DATE: November 6, 1984

FILE NO:

TELEPHONE NO: 465-2700

FROM: *Robert W. Jordan*  
for Jim Robison  
Commissioner  
Department of LaborSUBJECT: Force Accounting  
Task Force

A meeting of the Force Accounting Task Force was held at the Department of Labor on Monday, November 5. Present at the meeting were: Jim Wakefield of the AFL-CIO Central Labor Council; Resa King of the Associated General Contractors; Commissioner Emil Notti; Commissioner Dick Knapp; Deputy Commissioner Bob Landau; and myself. The meeting was organized by Special Assistant Jim Kelly who, unfortunately, was delayed due to a staff meeting in the Governor's Office.

The discussion centered on the question of how to ensure the use of local hire on State-funded rural construction projects while still permitting the projects to be competitively bid by the private sector. The Associated General Contractors and organized labor feel that the use of force accounting methods to build public facilities not only undermines prevailing wage standards but also effectively excludes union contractors from competitively bidding on rural projects. Both Mr. Wakefield and Ms. King indicated that they are not averse to the use of local hire on rural construction projects as long as contractors are not excluded from competitively bidding for such projects. They suggested that the goals of local hire and competitive bidding could both be accommodated by inserting appropriate local hire requirements in State grant agreements and bid specifications for State-funded rural construction projects. Commissioners Notti and Knapp both endorsed this type of approach and further remarked that it could be implemented quickly without waiting for exhaustive study.

Accordingly, the consensus reached at the meeting was that State agencies administering grants to local villages and communities for public works construction should amend their grant agreements to include local hire requirements as well as any other stipulations necessary to enhance the use of local labor on the project. It was agreed that each State agency awarding grant funds for construction work should designate a representative on the task force to help put together model grant agreement language. Commissioner Robison volunteered to coordinate this effort and set up a meeting of agency representatives as soon as possible. It was also suggested that a representative from the Department of Law be included to provide legal review of the proposed local hire stipulations.

# City of Angoon

P. O. Box 189

Angoon, Alaska 99820

Telephone  
(907) 788-3653

March 8, 1985

To: All Legislators

The Angoon City Council strongly objects to the proposed SB-166 dealing with the abolition of force account construction on projects over \$100,000.

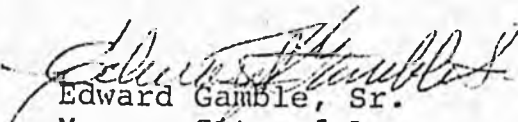
Angoon has been faced with unemployment rates exceeding 50% over the past few years. In order to alleviate the financial burden these high unemployment rates would place on the State of Alaska, Angoon has in the past successfully used force account construction. In remote rural areas the State's appropriations have become one of the largest sources of revenue for the local labor force. If force account construction is prohibited in places like Angoon, the State will need to install a financial assistance program to help the local worker who most likely will not be hired by a general contractor from Seattle or elsewhere.

An additional benefit of force account construction in remote rural areas is the pride the community has in projects built with local workers. The City of Angoon has observed reduced vandalism on projects built by force account construction only because of the feelings of community ownership that are generated by force account construction.

Angoon is capable of quality construction for most types of work, however, there are limitations to the skills available in small rural communities. When Angoon reaches a part of construction which requires a specialty contractor, it is put out to the competitive bidding process. Working hand-in-hand with specialty contractors Angoon has constructed many desperately needed community projects.

Angoon believes that in this time of declining State appropriations that they should be allowed to determine which method of construction will result in the most project for the dollar. Requiring small communities to bid all projects over \$100,000 will drastically limit their ability to get the most out of the State dollars appropriated to them. Consequently the Angoon City Council strongly urges you to reject SB-166.

Sincerely,

  
Edward Gamble, Sr.  
Mayor, City of Angoon

SB 166

# City of Aniak

P.O. Box 43

Aniak, Alaska 99557

Phone (907) 675-4481

February 15, 1985

MAR 8 1985

Governor Bill Sheffield  
3rd Floor - Capital Building  
Pouch A  
Juneau, Alaska 99811

Subject: Force Account Construction

Dear Governor Sheffield:

During the week of February 11, I traveled to Juneau with other City representatives to present and discuss the capital improvement needs of our community. It was during this time that I became aware of discussions concerning construction in the bush, and more particularly municipalities constructing capital improvements themselves using "force account" measures instead of statewide or Seattle based contractors. We in Aniak are proud of our construction record and the added benefit force accounting has provided. Below is a brief discussion of our program which I am offering for your consideration and the State Legislature's. This discussion provides an accurate record of force accounting in a bush community.

## Performance

Attached is a report prepared by our City Manager Pam Westjohn for the Department of Administration that summarizes our municipal grants. We received \$5,850,000 from municipal grants, Village Safewater, the Department of Transportation through Transfer of Responsibility Agreements, and Community and Regional Affairs with Rural Development Assistance Grants.

We responded by: 1) constructing a 9,400 square foot Multi-purpose Community Building that houses a community hall, a daycare center, laundromat, library and museum; 2) completing a community sewer system by laying 15,000 lineal feet of ductile iron pipe and cast iron service connections, installing two lift stations and constructing 10 acres of sewage lagoons; 3) constructing three road projects over two miles for Morgan's Road, the High School Access Road and the Aniak Slough Sanitation Access Road; 4) constructing a 60' by 40' maintenance shop; 5) constructing a 30' by 30' office used originally as a temporary daycare center; and 6) constructing a Fire Hall. Prior to 1981,

the City of Aniak also constructed 3,600 lineal feet of road to serve HUD Housing through the Local Service Roads and Trails Program. We have also developed an effective gravel hauling and stockpiling operation.

#### Local Employment

The City uses 100% local hire. It may even be said that our hiring practices are bias toward native Eskimos and Indians of the mid-Kuskokwim River. They are given preference. During the three years of construction since 1981, we have three outsiders - our City Engineer and construction manager and two mechanics. We also hired educational contractors to demonstrate the laying of hardwood flooring, installation of ceiling tiles, and heating duct and plumbing installation. Local specialty contractors were used when appropriate. All hiring was performed by a local contractor. Our construction program affected and assisted at least 30 families.

The City hired 111 people at a payroll of \$580,000 during 1984. In 1983, the City hired 130 people at a payroll of \$607,000. By comparison, the new Aniak High School was constructed by a Seattle based contractor and hired, to the best of my knowledge, 3 local people.

#### Pay Scale

The City pays beginning construction hands \$8.00 per hour. Foremen and long-term employees have advanced to \$10.00 per hour. Salaried employees include the Public Works Director and City Carpenter. The flexibility that the City has in hiring allows workers to work on construction projects and also maintain a subsistence way of life.

#### Local Economy

When using force account methods, the money expended on wages, freight, and smaller materials orders stays in Aniak and is expended on local services, local purchases, and housing construction that assists local contractors. There is a direct impact upon the economy and many spin-offs. The only major expenditures outside the town are for barged construction materials from Seattle. When a contractor is used from outside Aniak, almost all the money leaves Aniak for personal bank accounts in Fairbanks, Anchorage and Seattle, and the local impact is almost negligible. Many of the outside contractors even provide their own lodging and meals.

### Equipment and Tools

A major benefit of force accounting is the investment in heavy equipment and tools that remain in the community and can be used again and again for future projects. Investing in and maintaining equipment is the key to a successful and low budget local construction program. After the equipment is in place, future grants need only have money for labor, fuel and parts. In comparison, a contractor must bid repeated costs for modification and winter standby time which adds a premium to construction costs. Force accounting removes that premium. Because Aniak's force account system is already in place, a recent bid estimate by the Corp of Engineers for dike construction put a differential in cost between City crews and a contracted bid at 3.5 million compared to 5 million. In reality, when a major earthwork job is bid in the bush, responding bidders usually involve one or two contractors who are already active or familiar with the area. The construction money is therefore not readily available to all statewide contractors, but to a few preferred companies.

In addition to our carpentry tools, mechanic tools, and trucks, we have purchased and shipped to Aniak the following heavy equipment for our projects and will be used for our flood control projects:

- Komatsu D-155A Crawler Tractor
- Cat D-6 and D-3 Crawler Tractors
- Terex S-23 Scraper and 18 Yard Dump Truck
- Terex Loader - 6 Yard Bucket
- Cat 966 Loader
- Cat 215 Excavator and Case 580 Backhoe
- 4 - International Dump Trucks (5 and 10 yards)
- Eager Beaver Low Boy Trailer

### Training

All members of our community are eligible for hire. Training is available on the heavy equipment as well as through safety films. Three former City employees are now working in Fairbanks. The majority of our workers are young men and women, including people from other villages on the River. Our goal is not to sustain high employment in Aniak, but to train workers for the statewide job market. In Aniak, we hope to sustain a small public works crew to provide community needs and services.

Contractors cannot afford to hire untrained personnel at Davis-Bacon \$28.00/hour rates and expect to win bids or maintain schedules. The success of force accounting is based upon the freedom to pay applicable wages and allow training of local

workers. This in turn helps hold down budgets that are already inflated due to logistics. Amending the Little Davis Bacon Act for rural Alaska may allow contractors to hire local people. Force accounting allows remote communities to hire paid volunteers and people who want a chance to learn about equipment and machinery. These people may then earn a wage and help their communities.

#### Self-Reliance

Force accounting gave our city the capital and incentive to develop maintenance capabilities. We headquarter our operations out of our new maintenance shop and provide road grading, snow plowing, ice road construction, sewer cleaning and thawing, landfill maintenance, fuel delivery and building maintenance. Our equipment has also been used in neighboring villages for small projects. The project foreman in most cases developed from the crews and are now in charge of maintenance. Because the facilities were constructed by users, maintenance is more efficient, better understood and the facilities are well cared for. The new community hall is not being abused and is well policed.

#### Planning Methodology-Estimating

When force accounting with a municipality, management, estimating and planning are the key to a successful program. The right equipment must be purchased and a maintenance program established for the immediate jobs and long-term plans. Each piece of machinery must be considered for the number of different tasks it can perform and the cost of maintenance. Budgets must be broken down into materials, labor, insurance, fuel and equipment hours. Our crews have been broken into: 1) public works maintenance/earthwork crew, 2) sewer construction and maintenance and, 3) building crew for planning purposes. Advantage must be taken of the summer barge schedules to keep cost to a minimum.

Force accounting removes mobilization costs, Davis-Bacon wages and profit from total costs. In comparison, construction periods are longer because of training and low work skills and habits. But once crew speeds are up to standard, there can be considerable savings. Our methods of construction have also allowed flexibility because of inclement weather and change orders from design or changing soil conditions.

The City of Aniak always constructs and designs with maintenance costs in mind. For example, deep buried ductile iron pipe for the sewer and 12" walls for heating reductions in the

Governor Bill Sheffield  
February 15, 1985  
Page -5-

buildings were used. For small communities the best way to construct a project is by contractor bid. Not every small community in Alaska should force account their construction. Force accounting is only feasible when the jobs are large enough to pay for equipment investments, and the communities can provide the required labor force. City management must be capable of guaranteeing schedules and avoid a lack of performance and cost overruns. Project control has been provided by Village Safewater, the Department of Transportation, and Community and Regional Affairs.

We in Aniak are capable of force accounting and have been quite successful. Some towns, such as McGrath, still prefer to contract out all work. St. Mary's and Galena on the Yukon River use a combination of force accounting and contracting to accomplish projects and hire local people. Aniak separates projects from tasks with materials suppliers and a separate contractor for equipment support. Each method is designed to best fit the local situation in that particular community. The U.S. Public Health Service has been constructing water and sewer improvements in bush villages using force account methods for over 25 years. It would be a mistake to pass legislation that removes the force account option and requires the mandatory use of contractors.

Very truly yours,



LaMont E. Albertson  
Mayor

cc: Members, Alaska State Legislature  
Commissioners

TEF/blb

# City of Aniak

P.O. Box 43

Aniak, Alaska 99557

Phone (907) 675-4481

January 22, 1985

STATE OF ALASKA  
Municipal Grants Program  
Department of Administration  
Pouch C, M/S 0208  
Juneau, Alaska 99811

Attn: → Shirley Peters  
Accounting Technician

Dear Shirley:

Please find attached the "final" report for the Aniak Municipal Grants received over the past four years. A general project description of the use of the funds is as follows:

1. Fire Trucks: Grant #5-206, Fire Truck, \$100,000.00, was used to purchase a new combination pumper tanker-fire truck from Becker Fire Equipment Company for \$78,834.00, and a used 1,200 gallon water truck from Gary's Truck Sales for \$6,000.00 and flown to Aniak by Maury Carlson in November 1981 for \$13,600.00. The balance was used for expediting by Jeff Macktaz in Anchorage and City administration.
2. City Subdivision Electric Lines: Grant #7-212, Housing Lines, \$30,000.00, was used to construct 1,600 feet of overhead residential electric lines by Aniak Light and Power for the Aniak Residential Subdivision #1. The grant was previously closed in a letter to you dated April 25, 1984 from John H. Hale, former City Manager. The project was completed in October of 1981.
3. White Alice and Morgan's Road: Grants #8-251, Morgan's Road Construction for \$100,000.00; #8-250, High School Access Road for \$100,000.00; #8-441, Morgan's Road Phase II for \$140,000.00; #8-795, Morgan's Road Construction for \$85,000.00; and #8-718, Road Improvements for \$50,000.00 were used to construct a new 860 foot high school access road - also known as White Alice Road - to the new secondary school and vocational school; provide a new intersection, a 2,500 LF realignment and gravel fill with culverts for Morgan's Road; and provide widening to Airport Boulevard and a gravel overlay to townsite roads. The grants were expended obtaining equipment, transportation charges and maintenance, fuel, labor, engineering, obtaining and developing gravel sites, surveying and city administration.

4. Flood Dike and Drainage Improvements: Grant #8-439, Emergency Dike Extension for \$200,000.00 was used to purchase equipment; improve drainage along roadways for floodwater conveyance, repair the dike from normal deterioration that has occurred over the past 15 years and stockpiling material for emergency flood response. Design plans and easement acquisition for the dike extensions down Morgan's Road and the townsite were also performed. This grant was coordinated with a feasibility study through the Department of Transportation. Preparedness for emergency flood work and response was completed in October of 1983.
5. Septic Tanks and Drainfields: Grant #7-527, Septic Tanks and Drainfields for \$175,000.00 was used for a 900 foot 8" ductile iron community sewer line, 5,000 gallon septic and drainfield for the Multi-purpose Community Building and Skin Tanning and Food Canning Facility as described in a letter dated August 3, 1982 from John Hale, former City Manager. The grant was originally for on-site sewers for public housing. However, the legislation was not passed until the following year and the housing project had been completed. Additionally, the grant was used to assist five individuals to install on-site sewers with deep trench drainfields as part of the Village Safewater Program, one in the original housing project. The work was completed in September of 1984.
6. City Maintenance Shop: Grant #7-778 Maintenance Shop and Equipment for \$200,000.00 was used to construct a 60 foot by 40 foot maintenance shop located at the intersection of Airport Boulevard and Morgan's Road on Airport Lease Lot 30 Block 20. The facility is constructed with a 12 inch double 2" x 4" wall. It was first utilized for maintenance on heavy equipment in June of 1984, and officially occupied in October of 1984. Tools for diesel maintenance and in-house air and fuel systems were also purchased.
7. Multi-purpose Community Building: Grants #7-406 Day Care Center for \$250,000.00 and #7-85-023 Multi-purpose Community Building for \$500,000.00 was used to match other funds from Federal Housing and Urban Development grants with the Traditional Council, Municipal Aid, a

Library Construction Grant, and State Rural Development Assistance to build one facility housing a community hall, day care, laundromat, library and museum. The facility is 9,400 square feet and utilizes 10" walls and R=60 roof. The Community Hall was first utilized October 30, 1984. The Day Care was opened October 20, 1984.

8. Village Safewater Community Sewer: Grant #4-710 Community Sewer System for \$500,000.00 was used to match a 1.2 million Village Safewater grant from State Environmental Conservation to sewer the Aniak Townsite. Two lift stations, a lagoon and three miles of pipe have been installed to date for 36 service connections. The remaining townsite from 4th Street to 6th Avenue will be sewerred during June and July of 1985. Sewage first flowed in May of 1984. \$328,000.00 remains in account to complete the project.

The following is a summary of grants received over the past four years:

CITY OF ANIAK MUNICIPAL GRANTS

1981

(Accepted August 24, 1981)

Grant Number

5-206	Fire Truck	\$100,000.00
7-212	Housing Lines	30,000.00
8-250	High School Access Road	100,000.00
8-251	Morgan's Road	100,000.00

1982

(Accepted August 3, 1982)

7-406	Day Care Center	\$250,000.00
7-527	Septic Tanks & Drainfields	175,000.00
8-439	Emergency Dike Extension	200,000.00
8-441	Morgan's Road Phase II	140,000.00

Shirley Peters  
Municipal Grants Program

- 4 -

January 22, 1985

1983  
(Accepted September 14, 1983)

4-710	Community Sewer System	\$500,000.00
7-778	Maintenance Shop & Equipment	200,000.00
8-718	Road Improvements	50,000.00
8-795	Morgan's Road Construction	85,000.00

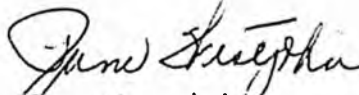
1984  
(Accepted May 10, 1984)

7-85-023	Multi-purpose Building	\$500,000.00
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All grants have been received and spent in their entirety except 4-710, the Community Sewer System Grant. The final reports will follow.

Please call if more information is required. Thank you for your continued support and assistance.

Sincerely,

  
Pam Westjohn  
City Manager

# MEMORANDUM


State of Alaska  
Department of Transportation & Public Facilities

TO: Michael Thill, Committee Aide  
Office of Fred F. Zharoff  
Alaska State Senate

DATE: March 7, 1985

FILE NO:

TELEPHONE NO: 465-4070

FROM: Daniel F. Malick, Director   
Headquarters Plans and Programs

SUBJECT: Legislative  
Request

Attached to this memo is a printout listing capital projects completed within the last three fiscal years which have utilized non-federal dollars for its funding. In your use of this data, I would like you to keep in mind a couple of points:

- ° There are various definitions for a "project" within the department's financial management system. The most common definition for a project would be an inclusive effort commencing with the design and completing with the construction. However not all projects on this list fall so neatly within this definition. Any averages or "factors" that you might calculate from this list should consider the apples-to-oranges type comparisons you may be making between the various projects listed.
- ° The list does not include any indication of the year of appropriation. Since these projects all have been completed within the last three fiscal years, many of them may be utilizing funding from three to five years in the past. Thus, inflation factors for construction may become a relevant consideration in calculating averages.

If we can be of any further assistance to you in interpreting these numbers, please feel free to contact me directly.

Attachment

cc: Susan Fleischhauer, Legislative Liaison, DOT&PF

tv

B 2 8 1986

STATE OF ALASKA 1986 LEGISLATIVE SESSION  
FISCAL NOTE

Revision Date : 1/13/86

**REQUEST**

Bill/Resolution No. : SB 166  
 Title : An Act..competitive bidding requirements..state grants  
 Sponsor : Fahrenkamp & Bennett  
 Requestor : SLW  
 Date of Request : March 15, 1985

**FISCAL DETAIL**

Agency Affected : Community & Regional Affairs  
 BRU : Local Government Assistance  
 Components : Training & Development

**EXPENDITURES/REVENUES : (Thousands of Dollars)**

OPERATING	FY 86	FY 87	FY 88	FY 89	FY 90	FY 91
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
TOTAL OPERATING	-0-	-0-	-0-	-0-	-0-	-0-

CAPITAL						
---------	--	--	--	--	--	--

REVENUE						
---------	--	--	--	--	--	--

**FUNDING : (Thousands of Dollars)**

GENERAL FUND	-0-	-0-	-0-	-0-	-0-	-0-
FEDERAL FUNDS						
OTHER						
TOTAL						

**POSITIONS :**

FULL-TIME	-0-	-0-	-0-	-0-	-0-	-0-
PART-TIME						
TEMPORARY						

**ANALYSIS :** Attach a separate page if necessary

Prepared by : Michael Cushing *MC* Research Analyst  
 Division : Municipal & Regional Assistance

Phone : 465-4750  
 Date : 1/13/86

Approved by Commissioner : *Kevin Nott*  
 Agency : Community & Regional Affairs

Date : 1/17/86

Distribution (by Agency preparing fiscal note) :

- Legislative Finance
- Legislative Sponsor
- Requestor
- Office of Management and Budget
- Impacted Agency(ies)

pg. 4

# Alaska Statutes

## Title 36. Public Contracts.

### Chapter

- 05. Wages and Hours of Labor (§§ 36.05.010 — 36.05.120)
- 10. Employment Preference (§§ 36.10.010 — 36.10.125)
- 15. Forest Products Preference (§§ 36.15.010 — 36.15.020)
- 20. Purchases and Supplies (§ 36.20.010)
- 25. Contractors' Bonds (§§ 36.25.010 — 36.25.025)
- 90. Miscellaneous Provisions (§ 36.90.001)
- 95. General Provisions (§ 36.95.010)
- 98. Professional Services Contracts (§§ 36.98.010 — 36.98.080)

### Chapter 05. Wages and Hours of Labor.

#### Section

- 10. Wage rates on public construction
- 20. Basis for determining wage
- 30. Authority
- 35. Notification of contract awards
- 40. Filing schedule of employees, wages paid and other information
- 50. [Repealed]
- 60. Penalty for violation of this chapter
- 70. Wage rates for laborers and mechanics on public contracts

#### Section

- 80. Failure to pay agreed wages
- 90. Payment of wages from withheld payments and listing contractors who violate contracts
- 100. Effect of AS 36.05.070 — 36.05.110 on other laws
- 110. Contracts entered into without advertising
- 120. [Repealed]

### NOTES TO DECISIONS

This chapter was modeled after the federal Davis-Bacon Act, 40 U.S.C. § 276a et seq. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

The fundamental purpose of Little Davis-Bacon is to assure that employees

engaged in public construction receive at least the prevailing wage; the focus of the act is to the benefit of the employees, not to the contracting principals. *City of Sitka v. Construction & Gen. Laborers Local 942*, Sup. Ct. Op. No. 2495 (File Nos. 5774, 5811), 644 P.2d 227 (1982).

Collateral references. — 64 Am. Jur. 2d, *Public Works and Contracts*, §§ 99-104; 65 Am. Jur. 2d, *Public Works and Contracts*, §§ 204-215, 225-229, 232, 233.

72 C J.S., Supplement, *Public Contracts*, §§ 31-39; 81A C.J.S., *States*, §§ 177-183.

Constitutionality of statute or ordinance relating to rate of wages of persons employed on public work. 50 ALR 1480; 132 ALR 1297.

Power of municipality to fix specific scale of wages or hours for employees of contractors or subcontractors for munic-

ipal contracts. 81 ALR 349; 129 ALR 763.

Applicability of state statutes or municipal regulations to contracts for performance of work on land owned or leased by the federal government. 91 ALR 779; 115 ALR 371; 127 ALR 827.

Construction and application of statute or ordinance relating to wages of persons employed on public work. 93 ALR 1249.

Civil service laws, rules, or regulations as applicable to persons employed by one under contract with municipal corporation or other governmental body to do certain work for it or its residents. 134 ALR 1149.

Right of employee of public contractor to maintain action against latter based upon statutory obligation as to rate of wages or upon provisions in that regard in the contract between contractor and the public. 144 ALR 1035.

Validity of statute, ordinance, or charter provision requiring that workmen on pub-

lic works be paid the prevailing or current rate of wages. 18 ALR3d 944.

Construction and operation of "equal opportunities clause" requiring pledge against racial discrimination in hiring under construction contract. 44 ALR3d 1283.

**Sec. 36.05.010. Wage rates on public construction.** A contractor or subcontractor who performs work on public construction in the state, as defined by AS 36.95.010(3), shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages for each pay period is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor before the end of the pay period. (§ 14-2-1 ACLA 1949; am § 1 ch 142 SLA 1972; am § 1 ch 89 SLA 1976)

**Cross references.** — As to wage rates for laborers and mechanics on public contracts, see AS 36.05.070.

#### NOTES TO DECISIONS

**City's duty to publish applicable minimum wage schedules as part of bid specifications.** — See notes under heading "Duty to publish minimum wage schedules." *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978). AS 36.05.070.

Quoted in *City of Sitka v. Construction & Gen. Laborers Local 942*, Sup. Ct. Op. No. 2495 (File Nos. 5774, 5811), 644 P.2d 227 (1982).

**Sec. 36.05.020. Basis for determining wage.** A subcontract which is performed on public construction may be reduced to a basis of day labor for the purpose of determining whether or not the subcontractor or contractors have paid at not less than the prevailing scale of wage. (§ 14-2-2 ACLA 1949)

**Sec. 36.05.030. Authority.** (a) The Department of Labor has the authority to determine the prevailing wage, and whether or not this chapter is being violated. The department may when necessary for the enforcement of this chapter

- (1) conduct investigations and hold hearings concerning wages;
- (2) compel the attendance of witnesses and the production of books, papers and documents;
- (3) promulgate regulations.

(b) If a person violates this chapter the attorney general shall, when requested by the Department of Labor, enforce these provisions. (§ 14-2-3 ACLA 1949; am § 2 ch 142 SLA 1972)

## NOTES TO DECISIONS

Applied in *Fowler v. City of Anchorage*,  
Sup. Ct. Op. No. 1699 (File No. 3586), 583  
P.2d 817 (1978).

Quoted in *City of Sitka v. Construction*

& *Gen. Laborers Local 942, Sup. Ct. Op. No.*  
*2495 (File Nos. 5774, 5811), 644 P.2d 227*  
*(1982).*

**Sec. 36.05.035. Notification of contract awards.** Upon awarding a public construction contract, the state or a political subdivision of the state shall

(1) immediately notify the commissioner of labor of the amount of the contract, the effective date of the contract, the identity of the contractor and all subcontractors, the site or sites of construction and provide a project description; and

(2) verify that the bonding requirements of AS 36.25 have been met and that the requirements of AS 08.18 have been met. (§ 3 ch 142 SLA 1972)

## NOTES TO DECISIONS

Since 1972 state has burden of verifying public construction contract bonds. — For cases arising after 1972, there is no doubt about who has the duty to check the validity of public construction contract bonds, since in 1972 this section was enacted, placing the burden of verifying such bonds on the state or its political subdivision. *Arctic Contractors v.*

*State, Sup. Ct. Op. No. 1420 (File Nos. 2595, 2657), 564 P.2d 30 (1977).*

For case involving a dispute arising out of a 1962 construction project holding that the state had the burden of verifying payment and performance bonds, see *Arctic Contractors v. State, Sup. Ct. Op. No. 1420 (File Nos. 2595, 2657), 564 P.2d 30 (1977).*

**Sec. 36.05.040. Filing schedule of employees, wages paid and other information.** All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of each week, file with the Department of Labor a sworn affidavit for the previous week, setting out in detail the number of men employed, wages paid, job classification of each employee, hours worked each day and week, and other information which the Department of Labor requires. (§ 14-2-4 ACLA 1949; am § 4 ch 142 SLA 1972)

**Sec. 36.05.050. Hours to constitute day's work.**

Repealed by § 1 ch 3 SLA 1973.

Editor's notes. — The repealed section derived from § 14-2-5 ACLA 1949; § 5, ch. 142, SLA 1972.

**Sec. 36.05.060. Penalty for violation of this chapter.** A contractor who violates this chapter, is guilty of a misdemeanor, and upon conviction is punishable by a fine of not less than \$100 nor more

than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense. (§ 14-2-6 ACLA 1949; am § 6 ch 142 SLA 1972)

**Sec. 36.05.070. Wage rates for laborers and mechanics on public contracts.** (a) The advertised specifications for a public construction contract exceeding \$2,000 to which the state or a political subdivision of the state is a party which requires or involves the employment of mechanics, laborers, or field surveyors shall contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate for each pay period applicable under AS 36.05.010.

(b) Repealed by § 17 ch 142 SLA 1972.

(c) A contract for public works in the state or a political subdivision shall contain provisions that

(1) the contractor or his subcontractors shall pay all employees unconditionally and not less than once a week;

(2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;

(3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;

(4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between

(A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work, and

(B) the rates of wages in fact received by laborers, mechanics or field surveyors. (§ 1 ch 52 SLA 1959; am §§ 7, 8, 17 ch 142 SLA 1972; am § 2 ch 89 SLA 1976)

**Cross references.** — As to wage rates on public construction, see AS 36.05.010.

**Opinions of attorney general.** — This section, AS 36.05.080 — 36.05.110, and former AS 36.05.120 were copied almost word for word from the federal act on the same subject, the Davis-Bacon Act (40 USC 276a et seq.), 1961 Op. Att'y Gen., No. 17.

"Construction" has no reference to a contract for professional architectural or

engineering services. 1961 Op. Att'y Gen., No. 17.

Contracts between the state or any of its political subdivisions for professional architectural services or preliminary engineering services for work preliminary to the actual construction of public works projects do not come within the scope of this section, AS 36.05.080 — 36.05.110, and former AS 36.05.120. 1961 Op. Att'y Gen., No. 17.

## NOTES TO DECISIONS

**Similarity to Davis-Bacon Act.**— The wording of this section is based upon the federal Davis-Bacon Act, 40 U.S.C. § 276a(a). *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

**Construction of section involves balancing of hardships.**— At least part of the intent of this section is to inform bidders of the minimum wage rates. On the other hand, the proper construction of this section, as it relates to the duties of the government entity, involves a balancing of hardships. There does not seem to be any special expertise needed or difficulty involved in requiring the contractor to determine the applicable minimum wage schedules. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

The city has a statutory duty to publish as part of its bid specifications the applicable minimum wage schedules. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

The language of subsection (a) that "the advertised specifications . . . shall contain a provision" stating the minimum wages to be paid is mandatory, not directory. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

When such duty is met. — A city as the

contracting government entity meets the requirement of subsection (a) by appending to its invitation to bid the most recent schedule of prevailing wages as published by the Department of Labor. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

Where neither the city or the contractor had knowledge of a change in the wage rates prior to the bidding on the contract and the wage rates attached to the invitation to bid were correct when the invitation was published, even though three days after publication the rate schedule was revised, the city was not negligent in failing to amend its specifications when it discovered the change, after the contract was let but before the work had commenced and reliance by the contractor on any wage representations in the contract was unreasonable. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

**Minimum wages are prevailing wages.**— The minimum wages to be paid, although not specified in this section, are the prevailing wages. *Fowler v. City of Anchorage*, Sup. Ct. Op. No. 1699 (File No. 3586), 583 P.2d 817 (1978).

Quoted in *City of Sitka v. Construction & Gen. Laborers Local 942*, Sup. Ct. Op. No. 2495 (File Nos. 5774, 5811), 644 P.2d 227 (1982).

**Sec. 36.05.080. Failure to pay agreed wages.** Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and his sureties are liable to the state or its political subdivision for excess costs for completing the work. (§ 2 ch 52 SLA 1959)

**Editor's notes.** — This section was redrafted by the revisor of statutes to remove personal pronouns in conformity

with AS 01.05.031(c) and § 4, Chapter 58, SLA 1982.

**Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.** (a) The state disbursing officer in the case of a state contract and the local fiscal

officer in the case of a political subdivision contract shall pay directly to laborers, mechanics or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics or field surveyors under AS 36.05.070.

(b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. No person appearing on this list and no firm, corporation, partnership or association in which the person has an interest may work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics or field surveyors have the right of action or intervention or both against the contractor and his sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds. (§ 3 ch 52 SLA 1959; am § 9 ch 142 SLA 1972)

NOTES TO DECISIONS

Quoted in *City of Sitka v. Construction* 2495 (File Nos. 5774, 5811), 644 P.2d 227 & *Gen. Laborers Local 942, Sup. Ct. Op. No.* (1982).

Sec. 36.05.100. Effect of AS 36.05.070 — 36.05.110 on other laws. AS 36.05.070 — 36.05.110 do not supersede or impair authority granted by state law to provide for the establishment of specific wage rates. (§ 4 ch 52 SLA 1959; am § 10 ch 142 SLA 1972)

Sec. 36.05.110. Contracts entered into without advertising. The fact that a public contract authorized by law is entered into upon a cost-plus-a-fixed-fee basis or otherwise, without advertising for proposals, does not make AS 36.05.070 — 36.05.110 inapplicable if they are otherwise applicable to the contract. (§ 5 ch 52 SLA 1959)

Sec. 36.05.120. Regulations governing contractors.

Repealed by § 17 ch 142 SLA 1972.

Editor's notes. — The repealed section derived from § 6, ch. 52, SLA 1959.

Chapter 10. Employment Preference.

Section	Section
10. Employment preference	40. Application to contracts involving federal funds
20. Apprentices	50, 60. [Repealed]
30. Reduction of work force	

PROPOSED BILL

For an Act entitled: "An Act relating to state grants or appropriations and bidding requirements.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

\*Section 1. PURPOSE. The legislature finds competitive bidding to be the best procedure to prevent favoritism and assure timely completion of the construction or repair of a public facility at the lowest price and highest quality. The purpose of this Act is to ensure that a recipient of a state grant or appropriation utilizes competitive bidding procedures in awarding a construction or repair contract. In order to assure compliance with this Act, the State agency administering any grant or appropriation shall obtain from every grant recipient an acknowledgement of compliance with AS 37.05.235.

\*Sec. 2. AS 37.05 is amended by adding a new section to read:

Sec. 37.05.235. GRANT OR APPROPRIATION BIDDING REQUIREMENTS.

(a) All recipients of a state grant or appropriation including political subdivisions and unincorporated communities but not including state agencies, shall comply with this section if the expenditure of all or part of the grant or appropriation is to construct or repair a public facility or improve any real property and exceeds \$100,000. *FORCE ACCOUNTING*

(b) A grant or appropriation recipient shall solicit sealed bids by publication calculated to reach prospective bidders in a statewide newspaper and in a local newspaper serving the affected area, and by posting notices in public places within the area where the work is to be performed. All bids shall be sealed when received, and shall be opened in public at the hour stated in the notice.

(c) A grant or appropriation recipient shall award the contract to the lowest responsive and responsible bidder, or it may reject all bids. If a satisfactory bid is not received, the project may be readvertised.

(d) A recipient of a grant or appropriation that is authorized to adopt ordinances and that has adopted a competitive bidding ordinance meeting the requirements of (b) and (c) of this section is exempt from this section.

POSITION PAPER OF

ALASKA CHAPTER

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

TO THE

HOUSE FINANCE COMMITTEE

ON

AN ACT RELATING TO STATE GRANTS

OR APPROPRIATIONS AND BIDDING REQUIREMENTS

(DRAFT COMMITTEE SUBSTITUTE HB 331)



The Alaska Chapter, Associated General Contractors of America, Inc., strongly supports the passage of the draft Committee Substitute for HB 331. HB 331 clarifies existing law to assure that recipients of State public funds utilize procedures aimed at preserving the free enterprise system.

The proposed amendment to AS 37.05 is quite simple. It insures that recipients of public funds for the construction or repair of any public facility must advertise these projects and make an award to the lowest responsive bidder.

The competitive bid process is a universally accepted method of awarding contracts because:

1. It is the most economical bid process. Taxpayers will benefit from this healthy competition because their main interest is to save tax dollars, and to get the maximum return for every tax dollar invested.
2. It is fair for both the owner and contractors.
3. It avoids the unhealthy bias that occurs when contracts are awarded without going to bid.
4. It establishes definite costs before construction begins.
5. It prescribes a date for completion of the work.
6. It ensures quality workmanship and materials.
7. It provides centralized responsibility for the work.

The quality of workmanship and materials is guaranteed by the contract system. The materials which go into the project are prescribed in detail in the specifications and are subject to the approval of the owner. If, in the owner's opinion, the workmanship or the materials are not as specified, the owner can reject the work and order it redone at the contractor's expense.

Not only does the public receive higher quality construction projects when they are contracted out, but the public also receives more for its money. Through long experience, contractors become specialists in one or more particular fields of construction. They have their sources of supply; they know the capacity of their machines and the capability of their personnel. When preparing a bid, a contractor's competitive incentive requires that he give considerable thought to the problem of devising the best and most economical manner of doing the work. His specialized knowledge and experience obtained in the marketplace have been sharpened and are instrumental in saving the taxpayer money on the project.

The contract provides that the project be completed on a prescribed date. The contractor cannot receive final payment or the release of money that is retained while the work is progressing until the job has been completed and accepted -- all to the satisfaction of the owner. This factor, plus his own economic need, gives assurance to the public that the job will be completed on time and within contract price. Many times the contract (bid) price is lower than what the owner expects to pay.

In addition to providing the most efficient and economical means of producing public works construction, contracting out provides a variety of other benefits to the public in the form of risk shifting. Some of these risks which are allocated when construction is done by contract are:

- The public only pays for what it receives; work actually performed is the basis of payment.
- The price is firm and guaranteed by the contract, and the public has no risk of cost increases. All of the variables of the marketplace, such as increases in material prices, wages and shortages are borne by the private contractor.
- Timely completion is assured by a liquidated damage provision.
- Faithful performance is backed by performance and payment bonds.
- Risk of damage during construction is borne by the contractor.
- The contractor must "defend and hold harmless" the public against claims and must provide the public with insurance coverage.
- Quality inspection is at "arm's length" by independent inspectors.
- The final work is warranted and defects must be corrected at no expense to the public.

For the above mentioned reasons, we urge your support of this bill.



SKILL  
RESPONSIBILITY  
INTEGRITY

THE ALASKA CHAPTER  
**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, INC.**

BOX 4-250C • ANCHORAGE, ALASKA 99509  
TELEPHONE (907) 561-5354  
TELEX 25-394

Force bill



3201 SPENARD ROAD  
ANCHORAGE  
RICHARD M. FITTINGER  
MANAGER

September 24, 1984

M E M O R A N D U M

COMPETITIVE BIDDING VS. FORCE ACCOUNT

The Alaska Chapter Associated General Contractors of America represents over 800 companies in the State of Alaska. As an organization representing the construction industry we are concerned over the increased utilization by local governments of Force Account and/or the failure to utilize competitive bidding procedures in the award of a public works project. Utilization of Force Account and Sole Source award of public works projects share a common problem -- they fail to protect the public interest.

Presently, the State of Alaska is required to construct public facilities for bid contract. See AS 35.15.010, AS 37.05.230. Many political subdivisions of the state have similar requirements in their ordinances; however, many municipalities, unincorporated communities, and other recipients of state funds do not utilize any competitive bid procedure to safeguard the public interest in the construction or repair of a public facility.

The wise use of public funds for the construction or repair of a public facility requires a competitive bid system. The best way to ensure the statewide implementation of such a system is to require any recipient of state funds to utilize a competitive bid system if those state funds are used in whole or part to construct or repair a public facility.

Sole Source contracting is contrary to the public interest in many ways. The most notorious problem with sole source contracting are the potential for favoritism and kickbacks. Naturally the public usually suffers in the form of higher costs due to the lack of a competitive bidding process. AGC strongly believes all qualified contractors should have an equal opportunity to bid all public projects.

The lure of Force Account Construction is very strong for many administrators and uninformed citizens. At first glance the costs of doing something "yourself" may seem less. For example: a public entity does not pay taxes and does not need a profit. However, there are other "costs" that often go unnoticed in comparisons between the private and public sector, including productivity, unfunded pension liability, depreciation of equipment, and transfer of risk. When a fair and full evaluation of all costs and benefits is made there is little dispute that contracting out is quicker, cheaper, better and less risky than force account construction.

Productivity undoubtedly is one of the major differences between force account and contracting out. The competitive bid system fosters increased productivity:

- Through long experience, contractors become specialists in one or more particular fields of construction. They know their sources of supply; they know the capacity of their machines; and the capability of their personnel.
  
- When preparing a bid, a contractor's competitive incentive requires that considerable thought be given to the problem of devising the best and most economical manner of doing the work. A contractor's specialized knowledge and experience obtained in the market place have been sharpened and are instrumental in saving the taxpayer money on the project.
  
- No matter what the skill level, productivity will consistently be higher by a private contractor. This has proven to be true even on complex nuclear power plant construction. A labor department study has concluded that the Tennessee Valley Authority utilizes 25% to 30% more labor to construct its nuclear facilities when compared to facilities constructed by private contractors.<sup>1</sup>

Oftentimes labor cost comparisons between the private and public sector forget to take into account the unfunded pension liability that is accruing to the benefit of the public employees. Similarly, equipment costs are often omitted under the theory that the government entity owns the equipment anyway so there is no "cost" other than operating expenses. Clearly, these and similar items must be included in any cost comparisons.

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<sup>1</sup> Analysis of Tennessee Valley Authority Construction cost for Nuclear Plants & Industry Average; Construction Labor Demand System, U.S. Department of Labor; Washington D.C., July 1981.

In addition to the most efficient and economical means of producing public works construction, contracting out provides a variety of other benefits to the public in the form of risk shifting, which cannot be obtained under in-house performance. Some of these risks which are allocated when construction is done by contract are:

- The public only pays for what it receives; work actually performed is the basis of payment.
- The price is firm and guaranteed by the contract, and the public has no risk of cost increases. All of the variables of the market place, such as increases in material prices, wages and shortages are borne by the private contractor.
- Timely completion is assured by a liquidated damage provision.
- Faithful performance is backed by performance and payment bonds.
- Risk of damage during construction is borne by the contractor, not the public.
- The contractor must "defend and hold harmless" the public against claims and must provide the public with insurance coverage.
- Quality inspection is at "arm's length" by independent inspectors.
- The final work is warranted and defects must be corrected at no expense to the public.

To take these risks away from the taxpayers and put them on a private contractor who, through his payment and performance bond, guarantees the job will be finished according to the terms of the contract, is worth a great deal in dollars. None of this protection of the public's interest exists when work is performed by a public agency with public equipment and personnel - all of the risks are on the taxpayer.

Everyone loses when a public entity undertakes in-house construction of a project and something goes wrong. The local citizens will not enjoy the benefits of that public improvement. All state residents suffer from dollars allocated to an incomplete project, and elected officials are placed in the awkward position of obtaining more money to "feed the alligator".

A classic but unfortunate example of misuse of public construction funds is the experience of the Village of St. Michael. The legislature appropriated \$1.6 million to St. Michael for a sewer and water system. Instead of contracting out the project, the city council decided to build the project itself. The mayor went off to Seattle on a "shopping trip" for supplies and when the barge arrived: "it looked like St. Michael, where there are no cars or pickups, would be getting a highway system, not water and sewer service.

Off came a bulldozer, two big trucks, a road grader and a front-end loader. Off came a crane. Off came three generators. Off came a strange boat with a semi-circular hull and steel bars over the prow that looked like teeth. Off came the parts for a bolt together water tank designed for the stable flatlands of the Midwest, not the tundra and permafrost of St. Michael. Off came a pile of timbers and supplies for a wood-working shop. And off came the bill for 800,000 pounds of freight: \$250,000.00. Not only wasn't there enough money left in the city treasury to pay the shipping, there also wasn't enough money to start the water project."<sup>2</sup>

A requirement that all public works construction be contracted out through competitive bid would have prevented the St. Michael situation and many other abuses and misuses of public funds throughout the state.

The attached draft bill is similar to CS HB311 considered by the 1984 House Finance Committee. Alaska Chapter AGC supports the introduction and passage of this legislation. We believe it will assist in the creation of a fair competitive environment for the construction industry and result in better quality public projects being built at lower cost with less public risk.

---

<sup>2</sup> Anchorage Daily News. March 11, 1984.

Alaska



League

TELEPHONES  
(907) 586-1325  
(907) 586-6526

105 MUNICIPAL WAY, SUITE 301  
JUNEAU, ALASKA 99801

To: House Finance Committee  
From: Scott A. Burgess, Executive Director  
Date: May 8, 1984  
Subject: HB 331 - Competitive Bid

The attached "Proposed Substitute for HB 331" is the result of the League's initial objections to HB 331 before the Committee in May, 1983, and the subsequent discussions between myself and Resa King, representing the Alaska Chapter of the Associated General Contractors. The proposed substitute removes the most objectionable language of the original bill and focuses on the real issue - competitive bidding. While the League does not have a specific policy on competitive bidding, it is not opposed to the concept. Many of the League's member municipalities have adopted their own purchasing ordinances.

While the League will not oppose the bill in the amended form, we feel its need is unwarranted and an unnecessary interference in local self-government.

If the Committee has evidence of specific problems to warrant action by the Legislature, and believes HB 331 is necessary, the League would urge the Committee to adopt the attached language as a committee substitute.

The League appreciates the Committee's concern on this legislation, and the efforts by the AGC to minimize its negative impacts on municipalities.

MEMORANDUM

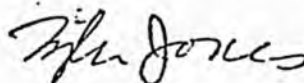
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May 8, 1984.

TO: House Finance Committee  
FROM: Tyler Jones, Municipality of Anchorage  
RE: CS HB 331 (Finance)

The Municipality has been asked to make known its position on HB 331. Like other local government members of the Alaska Municipal League, the Municipality of Anchorage had difficulties accepting parts of the original bill.

The proposed Committee Substitute satisfactorily deals with the objections of the Municipality of Anchorage. The exemption provided grant recipients under Sec. 2 (d) of the proposed Committee Substitute makes it possible for the Municipality of Anchorage to remove its objections to the bill.



Tyler Jones

C I R B

# Construction Industry Research Board

2509 Empire Avenue, Burbank, California, 91504 (818) 941-8210  
[(800) 252-8109 in Cal.]

SUMMARY OF CALIFORNIA STATE LAWS  
PERTAINING TO FORCE-ACCOUNT LIMITS AND  
COMPETITIVE-BIDDING REQUIREMENTS  
FOR  
PUBLIC WORKS CONSTRUCTION AND RELATED WORK

PREPARED FOR THE  
CONSTRUCTION INDUSTRY FORCE ACCOUNT COUNCIL

PREPARED BY  
CONSTRUCTION INDUSTRY RESEARCH BOARD  
BEN BARTOLOTTA, DIRECTOR  
OCTOBER 12, 1983

THE CONSTRUCTION INDUSTRY RESEARCH BOARD IS SUPPORTED  
BY GRANTS FROM THE CONSTRUCTION INDUSTRY ADVANCEMENT  
FUND OF SOUTHERN CALIFORNIA, THE FUND FOR CONSTRUCTION  
INDUSTRY ADVANCEMENT, AND THE CALIFORNIA CONSTRUCTION  
ADVANCEMENT PROGRAM.

THANK YOU TO THE CONSTRUCTION INDUSTRY RESEARCH BOARD FOR •

## PREFACE

The chart which follows summarizes in eight pages most California state laws pertaining to force-account limits and competitive-bidding requirements. These laws address the performance of public works construction and allied work by those state and local public entities that are subject to state law in these matters.

Charter cities are the only major public entities whose force-account limits and competitive-bidding requirements are not set directly by state law. Charter cities, in contrast with the more numerous general law cities, have the right to establish their own force-account limits and competitive-bidding requirements.

The information contained in the chart updates previous research prepared for the Construction Industry Force Account Council. The major change from previous versions is the recently expanded California Public Contract Code.

The Public Contract Code (PCC) now contains the "State Contract Act" (sections 19100 et seq.) and the "Local Agency Public Construction Act" (sections 20100 et seq.). These acts include most of the contracting provisions previously contained in eight separate state codes.

Not all contracting-related law has been consolidated in the PCC. In fact, the state's Public Resources Code and Water Code for the most part still contain their contracting provisions and there are notable exceptions in other codes as well.

For this reason the chart is organized by type of agency according to the code of origin. The eight original codes are as follows:

1. Education Code
2. Government Code
3. Harbors and Navigation Code
4. Health and Safety Code
5. Public Resources Code
6. Public Utilities Code
7. Streets and Highways Code
8. Water Code

The chart also identifies the sections of the Public Contract Code (or other codes if not in the PCC) as well as the force-account limits and competitive-bidding requirements.

Because the chart is a summary, not all the information necessary to fully understand the statute provisions is included. Footnotes are provided in some instances.

It is recommended that the chart serve only as a quick reference. The particular code sections cited should be referred to whenever full information is required.

In addition to the summary nature of the chart, it is also limited by the exclusion of some special districts and in particular water-related agencies. These are so numerous that their inclusion would defeat the purpose of a summary. However, we feel that the principal and more typical of these special districts are represented in the chart.

SUMMARY OF CALIFORNIA STATE LAWS  
 PERTAINING TO FORCE-ACCOUNT LIMITS AND COMPETITIVE-BIDDING REQUIREMENTS  
 PUBLIC WORKS CONSTRUCTION AND ALLIED WORK  
 OCTOBER 1983

ORIGINAL CODE Agency Type Type of Work	Public Contract Code (PCC) or other Code Sections	Force Account Limit**	Competitive Bidding Threshold**
<b>EDUCATION CODE</b>			
School Districts With less than 35,000 ave. daily attend.	<u>PCC §20110 et seq.</u> <sup>1</sup>	\$ 7,500 Labor or 350 manhours \$15,000 Labor or 750 manhours	Over \$12,000 of work or over \$16,000 mat- erials/supplies
With 35,000 or more ave. daily attend.			
Community Colleges With less than 15,000 ave. daily attend.	<u>*PCC §20650 et seq.</u> <sup>1</sup>	\$ 7,500 Labor or 350 manhours \$15,000 Labor or 750 manhours	Over \$12,000 of work or over \$16,000 mat- erials/supplies
With 15,000 or more ave. daily attend.			
State University & Colleges	<u>Ed. Code §90100 et seq.</u> & <u>§90120 et seq.</u>	\$ 5,000 (\$20,000 max.) <sup>2</sup>	Over \$5,000
University of California Work Painting and Repainting	<u>Ed. Code §92660 et seq.</u>	\$20,000 \$10,000	Over \$15,000
<b>GOVERNMENT CODE</b>			
Cities (General Law Cities)	<u>PCC §20160 et seq.</u>	\$ 5,000 <sup>3</sup>	Over \$5,000
Counties (General Law & Charter) <sup>1</sup> Population under 500,000 Buildings Buildings & Works	<u>PCC §20120 et seq.</u> <u>*PCC §20150 et seq.</u>	\$ 4,000 <sup>3</sup>	\$4,000-\$10,000 (formal or informal) \$10,000 plus (formal)
Population 500,000 plus Buildings	<u>PCC §20120 et seq.</u>	\$ 6,500 <sup>3</sup>	Amount not specified <sup>4</sup>
Population 2,000,000 plus Building Alt. and repair	<u>PCC §20123</u>	\$50,000 <sup>3,5</sup>	Amount not specified <sup>4</sup>

<sup>1</sup>In Public Contract Code effective January 1, 1984.

<sup>2</sup>Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

<sup>3</sup>Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

<sup>4</sup>FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE  
Agency Type/Type of Work

Public Contract Code (PCC) or other Code Sections

\*PCC §20680 et seq.

\*PCC §20670 et seq.

FCC §10100 et seq.

PCC §10110

\*PCC §20690 et seq.

\*PCC §20710 et seq.

\*PCC §20720 et seq.

PCC §20730 et seq.

\*PCC §20750 et seq.

\*PCC §20760 et seq.

\*PCC §20780 et seq.

\*PCC §20790 et seq.

Force Account Limit\*\*

\$ 5,000

\$ 3,000

\$25,000<sup>2</sup>

(\$50,000 max.)

(\$35,000 max.)

\$25,000<sup>6</sup>

Not Specified

Not Specified

\$10,000

\$ 5,000

\$ 2,500

\$10,000

\$ 5,000

\$10,000

\$ 5,000

\$ 5,000

Not Specified

Competitive Bidding Threshold\*\*\*

Over \$5,000

Over \$3,000

Over \$25,000

Over \$25,000

Over \$500

Not Specified

Over \$10,000

Over \$5,000

Over \$2,500

Over \$10,000

Over \$5,000

Over \$10,000

Over \$5,000

Over \$5,000

Not Specified

Force Account Limit\*\*

\$ 5,000

\$ 3,000

\$25,000<sup>2</sup>

(\$50,000 max.)

(\$35,000 max.)

\$25,000<sup>6</sup>

Not Specified

Not Specified

\$10,000

\$ 5,000

\$ 2,500

\$10,000

\$ 5,000

\$10,000

\$ 5,000

\$ 5,000

Not Specified

Competitive Bidding Threshold\*\*\*

Over \$5,000

Over \$3,000

Over \$25,000

Over \$25,000

Over \$500

Not Specified

Over \$10,000

Over \$5,000

Over \$2,500

Over \$10,000

Over \$5,000

Over \$10,000

Over \$5,000

Over \$5,000

Not Specified

Force Account Limit\*\*

\$ 5,000

\$ 3,000

\$25,000<sup>2</sup>

(\$50,000 max.)

(\$35,000 max.)

\$25,000<sup>6</sup>

Not Specified

Not Specified

\$10,000

\$ 5,000

\$ 2,500

\$10,000

\$ 5,000

\$10,000

\$ 5,000

\$ 5,000

Not Specified

Competitive Bidding Threshold\*\*\*

Over \$5,000

Over \$3,000

Over \$25,000

Over \$25,000

Over \$500

Not Specified

Over \$10,000

Over \$5,000

Over \$2,500

Over \$10,000

Over \$5,000

Over \$10,000

Over \$5,000

Over \$5,000

Not Specified

\*In Public Contract Code effective January 1, 1984.

\*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE

Agency Type/Type of Work

4. HEALTH & SAFETY CODE (Cont'd.)

Sanitary Districts

Fire Protection Districts

Hospital Districts

Community Facilities

Redevelopment Agencies

5. PUBLIC RESOURCES (PARKS & REC.)

Municipal Park Improvement Districts

Regional Parks Districts

Recreation and Parks Districts

New Construction

Maintenance, Repair & Alt.

6. PUBLIC UTILITIES CODE

Municipal Utility District

Office Bldg., warehouse or Garage

Public Utility Districts

New Construction

Maintenance, Repair & Alt.

TRANSIT

Alameda/Contra Costa Transit Dist.

San Francisco Bay Area Rapid Transit Dist.

So. Calif. Rapid Transit Dist.

Public Contract Code (PCC) or other Code Sections

\*PCC §20330 et seq.

\*PCC §20310 et seq.  
H & S Code §13885

H & S Code §32132

\*PCC §20820

H & S Code §33422

P. Res. Code §5350 et seq.  
(§5365)

P. Res. Code §5506 et seq.  
(§5594)

P. Res. Code §5702 et seq.  
(§5782.5)

PCC §20190 et seq.  
(§20192)

PCC §20200 et seq.

PCC §20210 et seq.

PCC §20220 et seq.

PCC §20230 et seq.

Force Account Limit\*\*

\$ 5,000

\$ 3,000

Not Specified

Not Specified

\$ 5,000

Not Specified

Board Vote Required

\$ 5,000

\$ 3,000

\$ 2,000

\$ 5,000

\$ 3,000

\$10,000

\$10,000

\$25,000

Competitive Bidding Threshold\*\*\*

Over \$5,000

Over \$3,000

Over \$10,000

Not Specified

Over \$5,000

All Contracts

Over \$5,000

Over \$5,000

Over \$3,000

Over \$2,000

Over \$5,000

Over \$3,000

Over \$10,000

Over \$10,000

Over \$25,000

\*In Public Contract Code effective January 1, 1984.

\*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE

Agency Type/Type of Work

PUBLIC UTILITIES CODE--TRANSIT (Cont'd.)

<u>Agency Type/Type of Work</u>	<u>Public Contract Code (PCC) or Other Code Sections</u>	<u>Force Account Limit**</u>	<u>Competitive Bidding Threshold***</u>
<u>Orange Co. Transit Dist.</u>	<u>PCC \$20240 et seq.</u>	\$ 6,500 <sup>7</sup>	Amount Not Specified <sup>4</sup>
<u>Stockton Metropolitan Transit Dist.</u>	<u>PCC \$20250 et seq.</u>	\$ 3,000	Over \$3,000
<u>Marin Co. Transit District</u>	<u>PCC \$20260 et seq.</u>	\$ 4,000 <sup>8</sup>	\$4,000-\$10,000 (formal or informal) \$10,000 plus (formal)
<u>San Diego County Transit Dist.</u>	<u>PCC \$20270 et seq.</u>	\$ 5,000	Over \$5,000
<u>Santa Barbara Metrop. Transit Dist.</u>	<u>PCC \$20280 et seq.</u>	\$ 3,000	Over \$3,000
<u>Santa Cruz Metrop. Transit Dist.</u>	<u>PCC \$20290 et seq.</u>	\$ 3,000	Over \$3,000
<u>Santa Clara County Transit Dist.</u>	<u>PCC \$20300 et seq.</u>	\$ 6,500 <sup>7</sup>	Amount Not Specified <sup>4</sup>
<u>Greater Bakersfield Metrop. Transit Dist.</u>	<u>PCC \$20310 et seq.</u>	\$10,000	Over \$10,000
<u>Sacramento Regional Transit Dist.</u>	<u>PCC \$20320 et seq.</u>	\$ 5,000 <sup>9</sup>	Over \$5,000
<u>San Mateo Co. Transit Dist.</u>	<u>PCC \$20330 et seq.</u>	\$10,000	Over \$10,000
<u>Transit Development Boards</u>	<u>PCC \$20340 et seq.</u>	\$10,000	Over \$10,000
<u>No. San Diego Co. Transit Devel. Board</u>	<u>PCC \$20350 et seq.</u>	\$10,000	Over \$10,000
<u>L.A. County Transp. Comm. (Mass Transit Guideway)</u>	<u>PCC \$20360 et seq.</u>	\$25,000 <sup>9</sup> (\$35,000 max.) <sup>2</sup>	Over \$25,000
<u>Fresno Metrop. Transit Dist.</u>	<u>PCC \$20370 et seq.</u>	\$ 3,000	Over \$3,000
<u>West Bay Rapid Transit Authority</u>	<u>PCC \$20380 et seq.</u>	Not Specified	Not Specified
<u>STREETS AND HIGHWAYS CODE</u>			
<u>County Highways</u>	<u>PCC \$20390 et seq.</u>	\$25,000 <sup>10</sup>	Over \$20,000
<u>County Bridges</u>	<u>PCC \$20400 et seq.</u>	\$ 2,000 <sup>11</sup>	\$10,000

Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

Competitive bidding generally requires that contractover specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

<u>ORIGINAL CODE</u> <u>Agency Type/Type of Work</u>	<u>Public Contract Code</u> <u>(PCC) or other</u> <u>Code Sections</u>	<u>Force Account Limit**</u>	<u>Competitive</u> <u>Bidding Threshold***</u>
7. <u>STREETS &amp; HIGHWAYS CODE (Cont'd.)</u>			
<u>Improvement Act of 1911 Agencies</u>			
<u>Works</u>			
<u>Maintenance Districts</u>	PCC §20410 et seq.	No Provision <sup>12</sup>	All Contracts
<u>(Sewer &amp; Lighting Systems)</u>	*PCC §20840 et seq.	Not Specified	All Contracts
<u>Roadbed with R.R. Tracks</u>	*PCC §20850 et seq.	Not Specified <sup>13</sup>	All Contracts
<u>Undergrounding of Overhead Elect.</u>	*PCC §20880 et seq.	(Statutory or charter provisions of the city apply) <sup>14</sup>	All Contracts
<u>&amp; Communication Facilities</u>			
<u>Separation of Grade Districts</u>	PCC §20470 et seq.	No Provision <sup>15</sup>	All Contracts
<u>Construction Work</u>		\$ 1,000	All Contracts
<u>Maintenance</u>			
<u>Municip. Improv. Act of 1913 Agencies</u>	PCC §20430 et seq.	Not Specified <sup>16</sup>	All Contracts
<u>City-Street Lighting Districts</u>	PCC §20500 et seq.	Council Vote <sup>17</sup>	All Contracts <sup>18</sup>
<u>(Street Lighting Act of 1919)</u>			
<u>City-Street Lighting</u>	PCC §20510 et seq.	Not Specified	Not Specified
<u>(Street Lighting Act of 1931)</u>			
<u>Municipal Lighting Maintenance Dist.</u>	PCC §20520 et seq.	No Provision <sup>15</sup>	All Contracts
<u>Joint Highway Districts</u>	PCC §20530 et seq.	No Provision <sup>19</sup>	All Contracts
<u>Boulevard Districts</u>	PCC §20550 et seq. <sup>1</sup>	\$ 1,000	Over \$1,000
<u>Highway Lighting Districts</u>	*PCC §20830 et seq.	No Provision <sup>15</sup>	All Contracts <sup>20</sup>
<u>Tree Planting Act of 1931 Agencies</u>	*PCC §20890 et seq.	Not Specified	All Contracts
<u>Bridge and Highway Districts</u>	*PCC §20910 et seq.	\$20,000	\$20,000
<u>Vessel Repair, Maint. &amp; Alter.</u>		\$ 5,000	\$5,000
<u>All other Const., Rep., Maint. &amp; Alt.</u>			

\*In Public Contract Code effective January 1, 1984

\*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

PRIMARY OF STATE LAWS (Cont'd.)

<u>ORIGINAL CODE</u> Agency Type Type of Work	<u>Public Contract Code</u> (PCC) or other Code Sections	<u>Water Code</u> §132	<u>Force Account Limit**</u>	<u>Competitive</u> <u>Bidding Threshold***</u>
<u>INTER CODE</u>				
<u>State Water Resources</u>				
<u>Work Related to Water or Dams</u> (Work not subject to State Contract Act)				
<u>Reclamation Board</u>	<u>W.C. §8600</u>		Not Specified <sup>21</sup>	Over \$2,500
<u>County Water Districts</u>	<u>W.C. §1005</u>		\$25,000 <sup>9</sup>	Over \$25,000 <sup>9</sup>
<u>Irrigation Districts</u>	<u>PCC §20560</u>		No Limit.	Not Specified
<u>Water Storage Districts</u>	<u>PCC §20580</u>		No Provision <sup>15</sup>	ALL Contracts
<u>County Waterworks Districts</u>	<u>PCC §20600</u>		Not Specified <sup>22</sup>	ALL Contracts
	<u>PCC §20620</u>		\$ 3,500 <sup>23</sup>	Over \$3,500 (informal under \$7,500)
<u>County Drainage Districts</u>	<u>PCC §20620</u>		Not Specified	ALL Contracts
<u>Drainage Districts</u>	<u>W.C. Appendix §8-49</u>		No Provision <sup>15</sup>	\$3,500 Plus
<u>Levee Districts</u>	<u>PCC §20630</u>		Not Specified	Over \$500
<u>Municipal Water Districts</u>	<u>PCC §20640</u>		Not Specified	Over \$10,000
<u>Protection Districts</u>	<u>W.C. App. §6-6</u>		\$ 1,000	Over \$1,000
<u>Storm Water Districts</u>	<u>W.C. App. §13-8</u>		\$ 1,500	Over \$1,500
<u>Metrop. Water Districts</u>	<u>W.C. App. §109-154</u>		Not Specified	\$25,000 Plus
<u>Urban Co. Water Agency</u>	<u>W.C. App. §99-12</u>		\$10,000 <sup>24</sup>	Over \$10,000
<u>Orange Co. Water District</u>	<u>W.C. App. §40-36</u>		Not Specified	\$10,000 Plus
<u>Yalacer Co. Water Agency</u>	<u>W.C. App. §81-12</u>		\$ 5,000 <sup>24</sup>	Over \$5,000

Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

NOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

ORIGINAL CODE Agency Type Type of Work (Public Contract Code (PCC) or other Code Sections) Force Account Limit\*\* Competitive Bidding Threshold\*\*\*

8. WATER CODE (Cont'd.)

Sacramento Co. Water Agency

W.C. App. §66-8.3

Over \$3,000

Santa Barbara Co. Water Agency

W.C. App. §51-8.3

Over \$10,000

FLOOD CONTROL AGENCIES

City Flood Control

W.C. App. §8051

All Contracts

Alameda Co. Flood Cont. & Wat. Cons. Dist.

W.C. App. §55-22

Over \$25,000

American River Flood Cont. Dist.

W.C. App. §37-20

Over \$1,500

Contra Costa Fl. Cont. & Wat. Cons. Dist.

W.C. App. §63-22

Over \$10,000

Del Norte Co. Fl. Cont. Dist.

W.C. App. §72-24

Over \$2,000

Fresno Metropol. Fl. Control

W.C. App. §73-13

Over \$5,000

Humboldt Co.

W.C. App. §47-24

Over \$5,000

Los Angeles Co. Flood Cont. Dist.

W.C. App. §28-15

Over \$25,000

Merced Co. Flood Cont. Dist.

W.C. App. §122-27

Over \$6,500

Monterey Co. Fl. Cont. & Wat. Cons. Dist.

W.C. App. §52-23

Over \$5,000

Orange Co. Flood Control Dist.

W.C. App. §36-15

Over \$10,000

Riverside Co. Fl. Cont. & Wat. Cons. Dist.

W.C. App. §48-29

Over \$5,000

San Benito Co. Cons. & Fl. Cont. Dist.

W.C. App. §70-27

Over \$5,000

San Bernardino Co. Flood Control

W.C. App. §43-20

Over \$25,000

San Diego Co. Flood Control

W.C. App. §105-33

Over \$5,000 (excl. mat. & supplies)  
Over \$5,000

Marin Co. Fl. Cont. & Wat. Cons. Dist.

W.C. App. §68-22

Over \$5,000

Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*\*\*Competitive bidding generally requires that contracts over specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See end of chart.

SUMMARY OF STATE LAWS (Cont'd.)

<u>ORIGINAL CODE</u> <u>Agency Type</u> <u>Type of Work</u>	<u>Public Contract Code</u> <u>(PCC) or other</u> <u>Code Sections</u>	<u>Force Account Limit**</u>	<u>Competitive</u> <u>Bidding Threshold***</u>
<u>WATER CODE (Cont'd.)</u>			
<u>San Luis Obispo Co. Fl. Cont. &amp; Water Cons.</u>	<u>W.C. App. §49-23</u>	<u>\$ 5,000<sup>24</sup></u>	<u>Over \$5,000</u>
<u>San Mateo Co. Fl. Cont. Dist.</u>	<u>W.C. App. §87-25</u>	<u>\$ 5,000<sup>24</sup></u>	<u>Over \$5,000</u>
<u>Santa Barbara Co. Fl. Cont. &amp; Wat. Cons.</u>	<u>W.C. App. §74-23</u>	<u>\$10,000<sup>24</sup></u>	<u>Over \$10,000</u>
<u>Construction (New)</u>		<u>\$ 3,500<sup>24</sup></u>	<u>Over \$3,500</u>
<u>Maintenance &amp; Alt.</u>		<u>No Provision<sup>3,15</sup></u>	<u>Over \$5,000</u>
<u>Santa Cruz Co. Fl. Cont. &amp; Wat. Cons. Dist.</u>	<u>W.C. App. §77-113 et seq.</u>		
<u>Solano Co. Fl. Cont. &amp; Wat. Cons. Dist.</u>	<u>W.C. App. §64-8.3</u>	<u>\$ 2,500</u>	<u>Over \$2,500</u>
<u>Sonoma Co. Fl. Cont. &amp; Wat. Cons. Dist.</u>	<u>W.C. App. §53-10</u>	<u>\$ 2,500</u>	<u>Over \$2,500</u>
<u>Ventura Co. Fl. Cont. Dist.</u>	<u>W.C. App. §46-23</u>	<u>\$10,000<sup>24</sup></u>	<u>Over \$10,000</u>
<u>Work</u>		<u>\$ 5,000<sup>24</sup></u>	<u>Over \$5,000</u>
<u>Maintenance &amp; Alt.</u>			

Prepared by

Construction Industry Research Board

October 1983

\*\*Force account may be used without restriction to do work at or below the stated force-account limit. Above the limit force account may be used only under certain conditions. (See specific sections cited)

\*Competitive bidding generally requires that contractover specified amount be let to the lowest responsible bidder following defined bidding procedures. See cited code sections for exceptions to this requirement.

FOOTNOTES: See Following Page.

FOOTNOTES

- 1 Law specifically prohibits splitting work for the purpose of evading the requirement that the work be done by contract after competitive bidding.
- 2 Work in excess of the force account limit may be done, if authorized, up to the maximum shown if contracting is deemed not to be in the best interests of the state. No limit if after approval of plans, specifications and cost estimates, contracting deemed not in best interests of the state.
- 3 If it is determined that the work can be done for less, the legislative body may reject bids and have work above the force account limit done by day labor.
- 4 PCC section 20128 states "the board shall award the contract to the lowest responsible bidder..."
- 5 Applies to alteration or repairs on county buildings when plans are obsolete or nonexistent.
- 6 When work is deemed to be historic restoration projects may be authorized to be carried out directly by the Dept. of Parks & Recreation. Work in excess of the \$25,000 limit may be done by day labor if it is determined to be in the best interest of the state.
- 7 State laws covering counties with populations of 500,000 or more apply. (See PCC 20122)
- 8 State laws covering counties with population of less than 500,000 apply. (See PCC section 20150 et seq.)
- 9 State Contract Act applies. (See PCC 10100 et seq.)
- 10 In counties with appointed road commissioner, board may authorize road commissioner to do the work by day labor. (PCC 20395). Where engineer employed as road commissioner, State Contract Act may apply. (PCC 20396).
- 11 In counties with appointed road commissioner, board may authorize the road commissioner to do the work by day labor. (PCC 20409)
- 12 If contractor does not complete the work the legislative body may relet all or part of work or may complete work by direct purchase of labor and materials. (PCC 20428)
- 13 If person owning tracks doesn't do the work then bids required.
- 14 If city provides the service, it may perform the work.
- 15 There is no provision that permits force account.
- 16 By a 2/3 vote the legislative body may order the municipality to do the work without bids in accordance with specifications and plans. (PCC 20491, 20493)
- 17 City Council may at any time within 20 days after bid opening or, if no bids received, 20 days after time fixed for opening bids by 2/3 vote elect to have city do work itself according to plans and specifications. (PCC 20505)
- 18 Except that city council may order the work carried out by a contractor without competitive bidding if they determine there is only one contractor capable of doing the work. (PCC 20501)
- 19 There is no provision that permits force account work, however Section 20535 permits rejection of bid if deemed too high and performance of work by day labor.
- 20 No advertising for bids or awarding of contract based thereon shall be required when the proposed contract includes the furnishing of electric energy and the area is served by a public utility whose rates are subject to PUC regulation.
- 21 No limit for work that does not lend itself to the preparation of plans and specifications.
- 22 The board may either: 1) let the bid to the lowest responsible bidder, 2) reject bids and readvertise, or 3) proceed to construct the work under its own superintendence. (PCC 20585)
- 23 Except when board of supervisors or city council determine the work can be done more economically and satisfactorily by day labor. (PCC 20605)
- 24 In the event bid proposals rejected, or no bids received, or work consists of channel protection, dam protection, temporary work, or emergency then the board may have the work done by force account/day labor.

## II. Problems with the Bidding Process

### FORCE ACCOUNT VIOLATIONS

#### Compliance Checklist

1. Determine the force account limits for the agency in question. (See accompanying chart. Be aware, however, that the limits are changed frequently).
2. If there appears to be a possible violation of force account limits:
  - a. Get an estimate from a contractor on the cost of the job.
  - b. Go to the job site and gather the following information:
    1. Check the hours on the job. Monitor the worker's starting and stopping times.
    2. Talk to workers on the job and ascertain their employment status (i.e. regular employees, day labor, etc.)
    3. Note equipment being used on the job and whether it is owned by the agency or rented from an outside contractor.
    4. Make a detailed report on the work being done.
  - c. Get whatever information is available from the public agency, including plans and specifications, number of workers assigned to the job, estimated time to complete the work, wage rates and fringe benefits paid to employees, and invoices for materials and supplies.
3. If the evidence indicates that a violation of the force account limit is occurring, prepare a cease and desist letter to be sent to the agency.
4. Collect the following names and addresses, and send them copies of the protest letter:
  - a. The governing body of the agency;
  - b. The local counsel and/or district attorney;
  - c. The legislators representing the district in which the agency is operating.
5. If the agency does not cease work, either meet and confer with the agency or apply for a Temporary Restraining Order in the local Superior Court.

II. Problems with the Bidding Process

FORCE ACCOUNT VIOLATIONS

Overview

Federal agencies do not have statutory or regulatory limits placed upon the jobs they are permitted to do using their own employees. California agencies do have such limits. In California, jobs which exceed these limits (called "force account" limits) must be put up for bid and contracted out to the private sector. The precise amounts of the force account limits vary widely from agency to agency. They are usually expressed in terms of dollar amounts or person-hours. Prior to 1983 the force account limits for each type of government entity were found in a variety of California Codes. Now, nearly all force account limits can be found in the Public Contract Code.

Force account limits are violated when an agency has its own employees or temporary workers carry out jobs in excess of the stated limits. These are jobs which should be contracted out to the private sector through competitive bidding pursuant to state or local law.

Because of fiscal constraints and the need for frequent repair and maintenance of facilities, school districts and other local government agencies often violate their force account limits. When an agency violates, or prepares to violate force account limits, any interested party may apply to Superior Court for a Temporary Restraining Order and other injunctive relief. There is no administrative remedy.

\* \* \* \* \*

THIS CHAPTER CONTAINS:

	<u>Page</u>
Overview .....	II-B-1
Compliance Checklist .....	II-B-2
Legal References .....	II-B-3
Case Digest .....	II-B-4
Articles and Publications .....	II-B-4
Summary of California Force Account Laws .....	II-B-5
Uniform Cost Accounting .....	II-B-17

II. Problems with the Bidding Process

FORCE ACCOUNT VIOLATIONS

Legal References

- Boulevard Districts: Force Account, Public Contract Code § 20555 - 56
- County Bridge or Subways:  
Construction, Maintenance or Repair, Public Contract Code § 20402 - 20406  
Road Commissioner authority to order work without bid, Public Contract Code § 20409
- County Drainage Districts: Force Account, Public Contract Code § 20621
- County Highways, Public Contract Code § 20390 - 98
- County Waterwork Districts: Force Account, Public Contract Code § 20602 - 06
- Harbors, Harbors & Navigation § 6272-6273
- Irrigation District: Force Account, Public Contract Code § 20560, et seq.
- Joint Highway Districts: Force Account, Public Contract Code § 20535
- Levee District, Public Contract Code § 20634
- Local Agency Public Construction Act:  
Schools:  
Force Account Limits, Public Contract Code § 20114  
Maintenance Defined, Public Contract Code § 20115
- Counties:  
Force Account Limits, Public Contract Code § 20121  
Over 500,000, Exception to Competitive Bidding Requirements, Public Contract Code § 20122
- Cities:  
Dollar Limits, Public Contract Code § 20162  
Emergency work, Public Contract Code § 20168
- Municipal Improvement Act of 1913: Day Labor, Public Contract Code § 20494
- Municipal Lighting Maintenance District Act of 1927: Competitive Bidding, Public Contract Code § 20521
- Schools, Education Code § 81649
- Transit Districts:  
Force Account, Public Contract Code § 20397  
Fresno Metropolitan, Public Contract Code § 20370 - 73  
Greater Bakersfield, Public Contract Code § 20310 - 13  
Los Angeles County Transportation Commission, Public Contract Code § 20360-61  
Marin County, Public Contract Code § 20260 - 61  
N. San Diego County Transit Development Board, Public Contract Code § 20350 - 51  
Orange County, Public Contract Code § 20240 - 41  
Sacramento Regional, Public Contract Code § 20320 - 21  
San Diego, Public Contract Code § 20270 - 73  
San Mateo County, Public Contract Code § 20330 - 31  
Santa Barbara, Public Contract Code § 20280 - 83  
Santa Clara County, Public Contract Code § 20300  
Stockton Metropolitan, Public Contract Code § 20251  
Transit Development Boards, Public Contract Code § 20340  
West Bay Rapid Transit Authority, Public Contract Code § 20380 - 81

II. Problems with the Bidding Process

FORCE ACCOUNT VIOLATIONS

Case Digest

State Court

✓ Killeen v. City of San Bruno, 56 Cal.App.3d 479, 128 Cal.Rptr. 760 (1976)


Force account limits in former Government Code Section 37902 (current Public Contract Code Section 20162) apply to the city's use of its own employees on public works project, even though no "contract" is involved. The city acted in excess of its authority when it bypassed competitive bidding requirements and force account restrictions.

✓ Painting & Decorating Contractors of America v. Ellensburg, 96 Wash.2d 806, 638 P.2d 1220 (1982)

See listing under "Displacement of Trade Union Work."

\* \* \* \* \*

Articles and Publications

 California Jurisprudence 3rd, Public Works and Contracts § 3

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 A.J. Diani, Sr., *Vice President*  
 J. Stanley Harris, *Vice President*  
 George P. Griffith, *Treasurer*  
 Richard B. Munn, *Executive Director*

## "Guidelines For Uniform Accounting System"

The following items should be included in any cost analysis for the Uniform Accounting Systems, but not necessarily in this order -

**DISTRICT OFFICES**

Jack Tar Hotel Office Bldg  
 1255 Post Street  
 San Francisco, California 94109  
 (415) 776-2054

1001 Edgewater Drive  
 Oakland, California 94621  
 (415) 635-7578

400 Reed Street  
 Santa Clara, California 95050  
 (408) 248-3318

1377 W. Shaw - Suite B II  
 Fresno, California 93705  
 (209) 224-1428

3387 State Street - Suite 203  
 Santa Barbara, California 93106  
 (805) 687-5800

2551 Beverly Blvd.  
 Los Angeles, California 90057  
 (213) 265-8031

22404 Barton Road  
 Colton, California 92324  
 (714) 783-2909  
 (714) 825-7434

1525 E. 17th Street - Suite 5  
 Santa Ana, California 92701  
 (714) 547-6187

**A. Labor**

1. Base salary
2. Fringe benefits:
  - a. Vacation allowance
  - b. Holiday
  - c. Sick leave - to include leave for death
  - d. Health plan coverage - dental & medical
  - e. Life insurance
  - f. Retirement
  - g. Social security
  - h. Payroll taxes and insurance - to cover unemployment insurance and Workman's Compensation Insurance
  - i. Military leave
  - j. Jury duty

**B. Equipment**

1. Purchase price
2. Rate of depreciation
3. Cost of repair, including mechanic, shop
4. Operating cost
5. Insurance

**C. Overhead**

1. Administrative costs - Force account work entails to a certain degree the services of the City Manager or County Administrator as well as top management in the Public Works Department. Every attempt should be made to allocate an appropriate share of these costs to the project. This also applies to all other support departments that may be involved. Public Utilities should likewise pro rate these costs.
2. Office, yard and utility
3. Tools and supplies
4. Cost of personnel training
5. Non-productive time

## II. Problems with the Bidding Process

### FORCE ACCOUNT VIOLATIONS

#### Uniform Cost Accounting

Disputes over force account limits frequently involve discrepancies in estimates of the cost of the job.

During its 1983 legislative session the California Legislature passed AB 1666 (Public Contract Code § 21000, et seq.). This bill, known as the Uniform Cost Accounting Act, is designed to establish uniform cost accounting procedures and to provide for mediation of disputes arising from adherence to this procedure by public agencies. This statute sets up a 12-member Board of Commissioners made up of representatives of public agencies, the construction industry and building trades unions to mediate disputes arising under this Act.

Participation in the Uniform Cost Accounting System is voluntary for public agencies. However agencies who do participate will receive a \$15,000 force account limit, which represents an increase for most local governments.

The following pages contain a rough guide for Uniform Cost Accounting.

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Thank you to the Construction Awareness Project for permission to reprint.

D. Materials

E. The cost comparison should also include all direct loss of revenue to the agency by reason of the agency doing the work instead of having it performed by contract. Examples of this are taxes paid by the contractor and not paid by the agency, such as . . .

# ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA



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 A.J. Diani, *Sr. Vice President*  
 J. Stanley Harris, *Vice President*  
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1400 E. 17th Street - Suite 8  
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## GOVERNMENTAL AGENCIES vs FREE ENTERPRISE DOING CONSTRUCTION WORK

<u>ITEM</u>	<u>Governmental Agency</u>	<u>Private Contractor</u>
Property Tax	Does Not Pay	Pays
Sales Tax	Does Not Pay	Pays
License Plates	Exempt	Pays
Gasoline Tax	Exempt	Pays
Engineering, use of plans & specifications	No	Yes
Job is put out for bid	No	Yes
Inspection of the work by engineers when under construction	No	Yes
Use of performance & payment bonds	No	Yes

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
G10103	VILLAGE OF PORTAGE CREEK	177,651.13
G10107	UNORGANIZED BORO-INSURANCE	50,500.51
G10110	UNALASKA -PYRAMID CRK	44,518.47
G10113	UNORGANIZED BORO-ALEKNAGIK	123,577.58
G10115	UNORGANIZED BOROIV-STOCKPILE	6,107.43
G10116	VILLAGE BOARDWALKS-1977	147,629.90
G10117	KIPNUK FOOT BRIDGE-VLG KIPNUK	35,347.48
G10118	CITY OF MCGRATH-CRANBERRY RD	553,862.15
G10119	VLG OF EGEKIK-DUMP ROAD	58,865.45
G10121	PILOT POINT DUMP ROAD	84,398.86
G10123	KIPNUK FOOT BRIDGE #2	36,277.64
G10124	CITY OF QUINHAGAK	189,875.39
G10125	CLARKS POINT-BLUFF RD	384,273.29
G10126	NELSON LAGOON	111,661.97
G10127	LIME VLG-ACCESS TO AIRPORT	42,000.00
G10128	VILLAGE BOARD WALKS	189,547.50
G10130	DILLINGHAM BOAT HARBOR ACCESS	9,594.54
G10131	ALEKNAGIK (SOUTH SHORE)	219,537.86
G10132	UNORGANIZED BORO-WINTER TRL	35,907.07
G10133	VLG FALSE PASS GARBAGE DUMPR RD	90,788.45
G10134	CHUATHBALUK-CITY STREETS	56,142.25
G10136	PERRYVILLE-VLS STREETS	281,069.65
G10137	LOWER KALSKAG CITY STREETS	226,873.25
G10138	UPPER KALSKAG CITY STREETS	119,661.04
G10139	STONY RIVER VILLAGE STREETS	92,195.28
G10140	AKUTAN POWER ACCESS ROAD	47,501.00
G10142	DILLINGHAM C ST CENTRAL & 3RD	56,690.01
G10144	KIPNUK KONGIGANOK KNIGILLINGOK	129,677.51
G10146	BOARDWALKS UNORGANIZED BORO IV	253,442.07
G10147	ATKA VILLAGE STREETS	90,784.16
G10148	NUWAPITCHUK VILLAGE BWALK	59,930.23
G10301	KING SALMON HEIGHTS	7,004.25
G10302	SOUTH NAKNEK	6,097.41
G10306	S NAKNEK STS BRISTOL BAY BORO	6,639.12
G10309	BRISTOL BAY-SAVONSKI RD	25,694.00
G10311	KING SALMON HEIGHTS	54,753.00
G10619	VILLAGE OF CROOKED CREEK	159,650.96
G10649	VILLAGE OF TUNUNAK	351,851.34
G10762	OLD MCLAY ROAD	50,686.90
G11102	GAAB ARCTIC BLVD	922,285.00
G11104	BARANOF AVE-EAGLE RIVER	40,000.35
G11105	CORONADO ROAD-ANCHORAGE	191,015.78
G11106	ANCH-1976 BIKE TRAILS	99,312.00
G11107	ANCH-132ND AVE& BUFFALO ST	26,115.80
G11108	ANCH-PROSPECT DR	58,174.26
G11109	ANCH-HUFFMAN/BIRCH	20,000.00
G11110	MUN OF ANCH SPENARD RD	90,000.00
G11111	MUN OF ANCH OLD SEWARD HWY 33-	200,000.00
G11112	36TH AVE-C TO OLD SEWARD HWY	200,000.00

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
G11113	ANCH-MT VIEW DR	90,000.00
G11114	ROCKRIDGE DRIVE	63,516.04
G11115	UPPER O'MALLEY ROAD	237,702.70
G11118	36TH AVE-SPRINGER TO C ST	200,000.00
G11119	LAKE OTIS PARKWAY	48,418.22
G11120	ANCH/MUNICIP FIREWEED LANE	159,800.00
G11125	OLD SEWARD HWY STREET IMPROVE	210,000.00
G11127	BIRCHWOOD CAMP ROAD IMPROVE	35,000.00
G11201	SKYLINE DRIVE EXT	31,969.54
G11202	LONGMERE LAKE ACCESS ROAD	217,690.59
G11203	KINGSLEY LOOP RD EXTENSION	28,700.04
G11204	RESURRECTION GLACIER RD	2,250.00
G11206	TUSTUMENA LAKE RD	125,776.80
G11207	KENAI PEN BORO-CMP STOCKPILE	14,451.74
G11208	SELDOVIA CITY STREETS	20,693.32
G11209	MAIN ST-HOMER	27,651.67
G11210	MARYDALE DR-SOLDOTNA	43,730.98
G11211	WEST POPPYLANE-KENAI PEN	119,855.01
G11213	RABBIT RUN ROAD EXT	31,836.67
G11215	KENAI BORO-REDOUBT AVE EXT	25,094.30
G11216	KENAI BORO SELDOVIA STREETS	18,000.00
G11217	KENAI BORO LOU MORGAN RD	252,711.34
G11218	GREER DRIVE	129,524.83
G11219	KENAI PEN BORO-TOTE LOOP EXT	110,164.26
G11220	KENAI BORO-MURWOOD DR	76,435.01
G11221	KENAI BORO-RIVER BRIDG SUBDIV	492.50
G11223	BEAR CREEK ROAD	16,888.94
G11226	FUEDING LANE	11,712.81
G11227	RESURRECTION RIVER BRIDGE	31,147.10
G11228	SELDOVIA STRTS 1981 WINIFRED	19,284.21
G11229	KACHEMAK WAY CITY OF HOMER	148,746.00
G11304	SAWHILL CIRCLE-LAKE VIEW DR	241,594.33
G11308	LILLY DRIVE/URNAMED STREET	21,000.00
G11403	MAT-SU BORO-CHURCH ROAD	232,415.78
G11404	MAT-SU BORO-CRYSTAL LAKE SO	158,130.00
G11408	S BIG LAKE RD W EXT PHASE 1	937.18
G11409	CAUDILL RD	232.97
G11410	KING ARTHUR DR PHASE 1	218.98
G11411	SUNSHINE RD-PHASE 1	429.41
G11413	MAT-SU BORO-GOOSE BAY	199,864.04
G11414	MAT-SJ BORO-SOAPSTONE RD	190,156.11
G11417	MAT-SU BORO GODDARD RSA RD	83,200.00
G11420	LUCILLE STREET	55,000.00
G12101	CITY ANCHORAGE BIKE TRAIL 1975	92,664.00
G12203	CITY KENAI-UPGRADING 5 RDS	142,076.00
G12204	CITY OF KENAI WILLOW ST	66,958.00
G12301	SEWARD RD IMPROVEMENTS	69,552.49
G12302	SEWARD-4TH OF JULY ACCESS RD	30,029.00
G12401	MISSION RD CTY OF KODIAK	49,044.53

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
G12402	MISSION ROAD IMPROVEMENT	134,574.00
G12502	CITY OF PALMER-AIRPORT RD	10,000.00
G17001	CITY WHITTIER-RECONSTR CITY ST	372,348.92
G47043	DIOMEDE FOOT TRAILS	27,908.39
G47044	SAVOONGA ROAD CONSTRUCTION	77,198.26
G47046	SHISHMAREF AIRPORT ACCESS RPR	19,991.30
G47049	UGASHIK VILLAGE STREETS	133,911.27
G57014	TATITLEK BOARDWALKS	22,950.88
H00112	KOTZEBUE BOILER REPLACE	161,437.61
H00116	SELAWIK MEZZANINE REMODEL	112,677.44
H00117	KOTZEBUE EDUC SUPPORT CTR	588,771.82
H00300	LOWER YUKON SCH REAA #3	44.00
H00415	TUNUNAK HS SITE INVEST	1,748,437.00
H00503	KALSKAG HIGH SCHOOL	1,158,556.00
H00504	KALSKAG ELEMENTARY REMODEL	334,650.00
H00600	SOUTHWEST REGION SCH REAA #6	8.60
H00603	KOLIGNAEK MULTI PURPOSE ADDIT	1,192,236.00
H00607	TWIN HILLS SCH UPGRADE	6,689.98
H00608	CLARKS POINT WATER SYSTEM	21,980.00
H00701	CHIGNIK BAY HIGH SCHOOL ADD N	98,584.00
H00702	CHIGNIK LAKE HIGH SCHOOL	1,018,500.00
H00703	KOKHAKOK SCHOOL ADD N	1,388,972.00
H00704	NEWHALEN HIGH SCHOOL	1,956,562.00
H00705	PORT HEIDEN SCHOOL ADD N	1,021,577.04
H00706	IGUIGIG PERMANENT HS	1,080,300.32
H00707	PERRYVILLE HS MULTIPURPOSE	167,483.79
H00807	SAND POINT SCHOOL UPGRADE	8,161.67
H00808	SAND POINT LIFE/SAFETY REPAIR	48,600.56
H00901	SAND POINT LIFE/SAFETY REPAIR	234,597.68
H00902	ST GEORGE SCHOOL RENOV C APG	626,381.11
H00903	ST PAUL CI RM ADDITION	121,853.41
H01000	ADAK REGION SCH REAA #10	1,940,000.00
H01101	ANVIK ELEM/SEC SCHOOL	1,748,829.00
H01105	SHAGELIK HIGH SCHOOL	892,036.00
H01605	NORTHWAY EL/SEC REMODEL	83,783.32
H60001	ANCH OIL & GAS OFFICE ADN	462,988.49
H60005	KENAI RIVER FISH TRAP	334,666.51
H60009	API FIRE ALARM & FIRE CODE UPD	51,727.99
H60010	API HOSPITAL FIRE ALARM SYS	34,508.25
H60022	KODIAK PUBLIC SAFETY WAREHOUS	171,782.00
H60023	ANCH INTL AIRPORT TERM	215,212.58
H60025	CHUGIAK AIRPORT VEHICLE SHOP	248,815.56
H60028	EAGLE RIVER/SOLDOTNA TRAILERS	23,059.72
H60030	FT RICHARDSON NAT GUARD MAINT	3,297.52
H60031	FT RICHARDSON NAT GUARD ARMORY	4,535.64
H60035	TUTKA LAGOON BUNKHOUSE	72,136.39
H60038	STATE TROOPERS OFF DLDS PAINT	5,259.00
H60041	ANC 3RD AVE JAIL CODE UPGRADE	76,674.72
H60043	AK WOMENS FACILITY	3,794,145.65

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
H60045	EARTHQUAKE RESPONSE STUDY	70,675.11
H60046	RIDGEVIEW CTR HVAC PROBLEMS	50,851.82
H60047	VALDEZ HOSPITAL SPRINKLER SYS	416,531.65
H60053	MCGRATH MAINTENANCE SHOP	791,616.03
H60057	ALASKA COURT SYS CAP IMP PROJ	15,053.38
H60059	ANC AASF WIND DAMAGE	72,091.98
H60060	ANC CSMS WIND DAMAGE	84,086.12
H60062	ANC API LTG FIXTURE REPLCMT	6,428.00
H60064	SEWARD SKILL CENTER-EDA SHOP	5,144.52
H60065	DILLINGHAM JAIL RENOVATION	10,310.62
H60068	KING SALMON HOUSING REPLACE	20,778.57
H60072	SEWARD SKILL CTR OIL RIG ENCL	264,972.91
H60075	COST ESTIMATE-PROG DEMAND MOD	10,000.00
H60076	EAGLE RIVER CORR CTR EXPANSION	4,850,323.00
H60077	SEWARD ARMORY RECONSTRUCTION	784,994.76
H60079	REPLACEM HOUSING FISH HATCH	593,497.05
H60086	PALMER PMC PLANT LAB	147,514.46
H60093	ANC 3RD AVE JAIL RF RPR/REC ST	426,274.58
H60094	WASILLA EMERGENCY OFF BLDG	251,200.33
H60101	PALMER CORR CTR SEWER	45,247.00
H60102	PALMER CORR CTR WATERWELL	28,819.04
H60103	PALMER CORR GENERATOR RELOC	6.67
H60122	AK TECH BAKERY ADD	2,951.00
H60123	AK TECH CLASSROOM ADD	5,382.94
H78019	RED DEVIL ADDITION	720,548.43
H78021	MEYERS CHUCK ELEM/SEC SCHOOL	457,210.39
H78027	KARLUK SCHOOL	1,699,999.23
H79001	BETHEL KILBUCK S	40,000.00
H79002	KANGIGANAK CODE UPGRADE	30,000.00
H79003	BETHEL KABUCK M&S PORTABLES	79,991.25
H79004	KONGIGANAK RENOV OLD S	49,999.77
H79012	HOLY CROSS OIL STORAGE TANK	37,248.00
H79013	MCGRATH S ROOF RENOV	8,200.00
H79038	RUBY MAINTENANCE FACILITY	100,000.00
H79040	ST MARY'S SCHOOL ROOF REPAIR	199,546.51
H79054	BETHEL HS HEATING SYS BALANCE	87,035.61
H79055	STEVENS VILLAGE ADD H/S & W	356,556.66
H79057	ANIAK WHITE ALICE RENODEL	208,678.47
H79059	ANCH API SPRINKLER SYS PHASE 2	262,148.79
H79060	BRISTOL BAY BOROUGH BONDS	600,000.00
H79062	ANCHORAGE EAST HIGH AUDITORIUM	147,396.67
H79069	CHIGNIK LAKE RENOVATIONS	15,300.00
H79072	NONDALTON RENOVATIONS	4,695.00
H79073	PEDRO BAY RENOVATIONS	25,463.60
H79074	PORT HEIDEN RENOVATIONS	27,605.00
H79109	LAKE & PENINSULA CONST SHORTF	.00
H79112	IVANOFF BAY SHOP	65,000.00
H79117	KONGIGANAK ELEMENTARY SCHOOL	200,000.00
H79118	KONGIGANAK HIGH SCHOOL	600,000.00

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PROJECT	TITLE	TOTAL COSTS
H79121	EMMONAK HIGHSCH MAJOR MTNCE	239,350.80
H79140	PALMER VOC AG FACILITY	99,361.00
H79177	BETHEL MAINT SHOP IMPROVEMENT	50,086.76
H79185	BETHEL WASTE HEAT STUDY	160,000.00
H79187	CENTRAL AIR TERMINAL STORAGE	332,108.74
H79202	PLASI PURCHASE PROGRAM-BETHEL	12,657.76
H79308	CENT REG HEAT VENTILATN REPRS	51,910.98
H79319	ANIASK HIGH SCH	3,620,000.00
H79320	KALSKAG HIGH SCH	1,080,000.00
H79321	CROOKED CRK ELEM SCH	400,000.00
H79322	CHUATHBALUK WATER & SEWER	180,000.00
H79323	STONY RIVER SCH CONST PH 1	350,000.00
H79324	DISTRICT SHOP FACILITIES	690,000.00
H79325	CHIGNIK LAKE CLASS RM MEDIA RM	816,000.00
H79326	PERRYVILLE CLASSRM & LIBRARY	725,000.00
H79327	CHIGNIK LAKE SCHOOL COMPLETE	113,800.00
H79328	NONDALTON SCH WATER SYSTEM	250,000.00
H79329	PLATINUM HIGH SCHOOL	125,693.00
H79330	EEK ELEMENTARY SCHOOL	2,800,000.00
H79331	NAPAKIAK HIGH SCHOOL	406,000.00
H79336	TOGIAK SCHOOL HEATING SYSTEM	343,200.00
H79337	DISTRICT CODE UPGRADE	2,330,800.00
H79342	DILLINGHAM HS REMODEL	1,984,000.00
H79343	CHINIASK SCH	2,000,000.00
H79345	SAND POINT SCHOOL CONST	8,000,000.00
H79373	YUKON KOYUKUK	500,000.00
H79410	DILLINGHAM EQUIP SHED & FENCE	27,817.90
H79412	CHEFORNAK & NIGHTMUTE RDOR	1,595.08
H79433	AK SKILLS DORMITORY	21,401.48
H79439	EAGLE R PRISON INDUSTRIES BLDG	2,935.69
H79440	API MULTI-HSG CONVERSION	89,700.00
H80001	VALDEZ HEATING SYSTEM REPAIR	134,447.53
H80005	KODIAK COURT REMODEL	23,732.17
H80007	SOLDOTNA FIRE SUPPRESSION	14,093.70
H80008	ANCH PIONEERS HOME PHASEI	19.98
H80011	BETHEL ARMY AVIATION FACILITY	399,841.19
H80012	PALMER PMC GREENHOUSE ERECTION	1,316,064.68
H80014	PALMER PMC LAB	107,467.08
H80015	FT RICHARDSON MASTER PLAN	139,749.17
H80016	PALMER HWY SHOP	15,806.01
H80017	PALMER PMC PLANT STORAGE	1,003,587.80
H80018	PALMER PMC CHEMICAL STORAGE	11,232.33
H80020	BETHEL PRIMARY SEWER&WATER	5,175.79
H80034	ANCH CORRECTIONAL INSTEXERCISE	103,997.33
H80046	LAKE NUMAVANGALAK REARING PEN	12,423.54
H80050	SHIP CREEK HATCHERY FACILITY	1,322,627.51
H80055	HOOPER DAY AIRPORT WARM STOR	2,343,980.75
H80056	MEKORYUK AIRPORT WARM STOR	179,471.12
		191,308.60

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
H8J058	ANCHORAGE COLD STOR BLDG EXPAN	33,577.24
H80059	CHULITNA GIRWOOD SILVERTIP	25,700.13
H80062	ST MARYS STORAGE BLDG	49,834.41
H80065	GLENHALLEN COMBINED FACILITY	59,937.00
H80067	KENAI COURT&OFFICE BLDG 1STFLR	113,490.76
H80075	NELSON ISLAND ROOF REPAIR	2,265,977.04
H80076	ANCHORAGE COMMUNICATIONS BLDG	94,051.00
H80077	EMMONAHK SCHOOL	136,424.24
H80079	SELAWIK SCHOOL	720,064.04
H80081	ST MARYS ELEMENTARY SCHOOL	1,096,045.58
H80084	KENAI CT & OFFICE BLDG	202,494.19
H80088	BETHEL OMS	692,085.37
H80091	ANCH API REMODEL	438,728.58
H80094	AK SKILL CENTER FOOD SER TR	761,014.67
H80095	WONDALTON SCHOOL RECONSTRUCT	170,594.98
H80097	SEWARD SKILL CENTER FENCE&STR	1,050.75
H80098	SEWARD SKILL CENTER DORMS	3,251.38
H80106	BETHEL HEALTH CENTER	271,479.95
H80107	ANCH JAIL FIRE ALARM SYSTEM	55,364.66
H80108	VADDEZ MEMORIAL HOSP REMODEL	112,053.15
H80109	RIDGEVIEW MATERIAL PURCHASE	6,471.29
H80110	EAGLE RIVER SHOW ROOM RENOVATN	13,498.03
H80111	GLENHALLEN EMPLOY CNT REMODEL	8,024.59
H80113	BETHEL EMPLOY CNT REMODEL	1,711.45
H80115	NANCY LAKE MAINT FACILITY	384,194.78
H80117	ANCH&SOLDOTNA FIRE SUPPFAC	939,135.39
H80118	KITOI BAY RESEARCH STATION	61,099.55
H80119	FT RICHARDSON POW PLI&W N EXP	133,975.21
H80120	BIG LAKE HOUSING	58.65
H80121	FISH TAGGING TRAILERS	28,785.91
H80122	CROOKED CREEK WATER WELL	21,944.32
H80123	BIG LAKE HATCH WATER WELL EXPAN	64,777.69
H80124	CROOKED CK MOB HOME&SITE PREP	46,175.30
H80126	HOMER AIRPORT WATER SYSTEM	60,224.84
H80128	HOMER FIRE STATION	840.54
H80129	EAGLE SHOP STORAGE SHED	72,568.78
H80130	SEWARD HWY MAINTENANCE BLDG	179,839.93
H80131	TRANSFORMER RELOCATION	14,231.91
H80132	CENTRAL DIV HWY COMPLEX WIN	12.89
H80134	ANCH COURT&OFFBLDG CONT&DAMPER	25,070.80
H80137	HOOOPER BAY COURT BLDG FIRE ALAR	15.53
H80141	ALASKA SKILL CTR SM ENG SHOP	15.27
H80142	GLENHALLEN SEWER UPGRADE	14,897.45
H80144	API HOT WATER TANK PURCHASE	8,817.84
H80146	TUTKA LAGOON SITE DEVELOPMENT	17,537.00
H80148	KASLOF HATCH WATER SUPPLY	742,797.66
H80149	SHIP CREEK HATCH WATER STUDY	130,672.28
H80152	BIG LAKE HATCH WATER WELL	18.09
H80153	DELTA JUNC HWY MAINT STA FENCE	13,198.08

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PROJECT	TITLE	TOTAL COSTS
H80159	ALASKA SKILL CTR SHOP BLDG	373,411.75
H80160	ALCANTRA YOUTH CAMP HOUSING	40,867.83
H80161	CRAIG HEALTH CENTER	74,162.55
H80162	ALCANTRA YOUTH REMODEL	469.66
H80169	ADP ROOM MODIFICATION USPEFO	1,087.00
H80170	KING SALMON WISE INSULATION	17,541.34
H80173	CRYSTAL LAKE&FT RICHARDSONADM	16,861.86
H80176	AVIATION SATELLITE CONST	447,458.04
H80177	HOMER AIRPORT STATION	604,000.00
H80178	CORDOVA AIRPORT FIRE STATION	414,688.37
H80179	KING SALMON FIRE REPLACEMENT	2,035.04
H80180	ANIAK MAINT BLDG	128,728.80
H80181	ANCH FIRE RESCUE STATION NOI	11,115.62
H80183	GLENHALLEN COM FAC ADDN	292,405.86
H80184	SILVER TIP HWY SHOP	232,343.51
H80186	ANCH HWY SHOP	851,041.79
H80188	KEYSTONE TUNNEL REPAIR	1,051,580.03
H80191	ALAKANUK COMM SERVICE BLDG	458.00
H80192	ANCH COURT BLDG TOILET RMS	313,445.23
H80194	ANCH COURT FACILITY REMODEL	3,447.28
H80195	ANCH COURT BLDG SHELVES&TABLE	310,441.12
H80200	ANCHORAGE AVIATION BLDG	54,879.27
H80201	KJDIAG REG OFFICE BLDG	171,244.59
H80202	FALMER PIONEERS HOME	216,810.29
H80205	ANCHORAGE PARKING	160,237.95
H80206	VALDEZ COURT&OFFICE BLDG	2,155,464.03
H80210	ALAKANUK	260,843.67
H80211	ANIAK	2,291,203.85
H80212	BETHEL ELEMENTARY	548,250.15
H80214	MT VILLAGE	4.31
H80217	SAND POINT	998,707.78
H80218	ST MARYS	92,562.09
H80219	VALDEZ COURT&OFFICE SYSTEM	59,107.97
H80238	SEWAGE SYSTEM DILLINGHAM	16,405.99
H80255	PALMER PIONEER HOME	17,397.57
H80263	PALMER PIONEERS HOME EXT PAINT	22,973.46
H80276	CORDOVA&ERNESTINE SHOP SEC FEN	15,826.97
H80321	FIRE LAKE SEWER MODIFICATION	103,188.38
H80323	ANCH PIONEERS HOME HI & VENT	88,619.91
H80324	PALMER PIONF-RS HOME HT & VENT	79,073.02
H80325	SEWARD FISH TRAP & HATCHERY PE	26,577.95
H80326	TOLSONA LAKE OUTLET STRUCTURE	130,005.00
H80327	TUTKA LAGOON FISH HATCH EXPAN	108,180.80
H80328	PALMER PMC OFFICE/LAB INT	186,958.94
H80329	FORT RICHARDSON WATER STUDY	732,011.45
H80332	RUSSIAN RIVER FISHPASS	287,513.44
H80336	EAST CREEK HOUSING	103,254.04
H80337	EAST CREEK HATCHERY FLOORING	293,363.96
H80342	RUSSELL CREEK HOUSING	

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
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PROJECT	TITLE	TOTAL COSTS
H80344	SITKA BARGE MODIFICATION	546.30
H80346	TUTKA LAGOON HOUSING	283,931.72
H80353	BIG LAKE HATCHERY EXPANSION	66,820.52
H80354	RUSSION MISSION BLDG ALTER N	4,076.84
H80355	BETHEL HS WATERLINE REPAIR	76,663.00
H80356	SEWARD M & O SHOP ADDN	1,248.93
H80357	DILLINGHAM SEWER INSTA	23,198.55
H80361	MCLAUGHLIN YOUTH CT FIRE REST	37,443.07
H80362	CANNERY CREEK HATCHERY HOUSIN	391,267.34
H80367	MAIN DAY HATCHERY	10,404,263.48
H80885	BETHEL SNOW REMOVAL EQUIP BLDG	650,069.67
H89999	ANCHORAGE API FIRE	484,147.43
H90010	AKIAK	1,777,566.49
H90030	ANIAK BULK OIL S5 STORAGE	53,674.70
H90050	BETHEL JR HIGH ROOF REPAIR	207,453.96
H90080	DILLINGHAM OVERRUN	129,750.00
H90180	IGIUGIG OUL & WATER STORAGE	41,616.71
H90210	KIPNUK AREA HIGH SCHOOL	2,626,431.40
H90250	LEVELOCK SCHOOL ADDN	554,613.30
H90260	LIME VILLAGE ELEM	449,740.36
H90290	MCGRATH VOC EDUC BLD	293,183.21
H90340	NIKOLAI SCHOOL	6,500.00
H90370	PILOT SCHOOL	56,347.22
H90380	RED DEVIL ELEM ADDN	620.54
H90381	RED DEVIL BULK OIL STORAGE	73,182.53
H90400	SAND POINT HIGH SCHOOL	911,060.39
H90440	SLEETMUTE ELEM OLD	238,394.87
H90450	SLEETMUTE ELEM NEW	512,222.79
H90470	TELIDA ELEM SCHOOL	441,306.80
H90520	WHALE PASS RELOCATABLE	72,948.86
H90530	WHITTIER ELEM	335,212.93
H90531	WHITTIER SCHOOL GYM	1,451.10
H90532	WITTER DEBRIS REMOVAL	33,096.93
H90606	THOMPSON PASS RENOVATION	492,176.80
H90607	WHITTIER GYM REMODEL	27,260.00
H90632	ANCHORAGE 6TH AVE JAIL REMOD	1,601,745.86
H91029	PROJECT OVER-RUNS BETHEL/KILBU	217,565.00
H91030	LOWER YUKON REAA#3	308.57
H91036	EMPHONAK HIGH SCHOOL	7,211.00
H91040	LOWER KUSKOKWIM REAA #4	9,207.71
H91041	BETHEL-DIKING OF FUEL TANKS	47,930.90
H91042	BETHEL HS UNDERFLOOR	291,913.07
H91043	BETHEL WALKIN FREEZER	15,130.48
H91044	BETHEL DORM (ROOF)	449,747.83
H91045	BETHEL HEATED WAREHOUSE	188,799.79
H91046	BETHEL HS ROOF REPAIR	413,445.60
H91047	BETHEL REG FIRE CODE UPGRADE	798,118.87
H91050	UPPER KUSKOKWIM REAA#5	4.29
H91054	ANIAK SCHOOL	20,179.94

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
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PROJECT	TITLE	TOTAL COST
H91055	BETHEL HS DORM & SOFF	174,807.32
H91059	KONGIGANAK ROOF REPAIR	106,240.93
H91060	SOUTHWEST REGION REAA#6	4.60
H91061	ALEKNAGIK S REHB	459.97
H91062	CLARKS POINT S LIGHT PLANT	325.06
H91063	DILLINGHAM REGIONAL OFFICE	56,295.41
H91064	TWIN HILLS SCHOOL	987,937.26
H91068	PORTAGE CREEK OIL STORAGE	29,172.41
H91072	CHIGNIK	36,296.30
H91073	KOKHONAK	12,816.97
H91075	PERRYVILLE	22.56
H91076	PILOT POINT	144.67
H91077	PORT HEIDEN SC	3,053.00
H91080	IGUIGIG S POWER & SEWER FASIL	11,583.21
H91081	PEDRO BAY S POWER FACIL	1,259.84
H91091	ST GEORGE SCH ADDN	405,871.00
H91092	ST PAUL	578,589.00
H91174	PAXSON	19,132.38
H91210	WHITTIER ELEM SEC SCHOOL ADD	865,439.94
H91214	KENNY LAKE MULTIPURPOSE ROOM	53,350.00
H91215	KENNY LAKE HOCKEY RINK	18,687.84
H91253	KILBUCK SCHOOL HEAT SYS	910,795.74
H91257	NUNAPITCHUK SCHOOL	39.30
H91258	KWIGILLINOK RENOVATION	662.83
H91259	EKWOK S UTILITY UPGRADE	24,344.59
H91260	LEVELOCK S GENT INST	334.22
H91263	KOLIGANEK GEN	21,060.31
H91264	CLARKS POINT SEWAGE OIL STORAG	17,850.00
H91265	ATNAUTLUAK FUEL STORAGE TANKS	52,124.89
H91271	TWIN HILLS FUEL STORAGE	1.40
H91402	KASSAN	62,719.02
H91432	DILLINGHAM	1,876,102.70
H91433	FORTUNA LEDGE	1,480,108.74
H91435	KING COVE SCHOOL	642,311.66
H91437	NONDALION	2,307,900.76
H91438	OLD HARBOR	1,140,135.15
H91439	PORT LIONS	1,299,352.66
H91506	SW REGION S. O. ADMIN	36,682.12
H91550	CHOOLOUNOWIK	683.18
H91552	KOILIK	2,355,115.53
H91553	MOUNTAIN VILLAGE	883,938.52
H91603	CORDOVA	1,310,110.68
H91605	CORDOVA ELEM SCH REROOF	92,874.52
H91606	CORDOVA CITY SC REKAY	7,827.62
H91651	ALLAKEKET SEWER & WATER	140,650.00
H91652	ADAK	483,252.33
H91656	AURORA SCHOOL UPGRADE EAFB	180,345.71
H91657	MT ILIAMNA SCHOOL UPGRADE	26,826.82
H91658	MT SPURR SCHOOL UPGRADE EAFB	106,914.00

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
H91659	ORION SCHOOL UPGRADE EAFB	166,699.65
H91660	RIGEU SCHOOL UPGRADE EAFB	8,303.44
H91661	PETERSON EL GLASS REP	13,735.64
H91704	BETHEL SEWER & H2O CENTER	30,076.13
H92001	MCLAUGHLIN YOUTH CENTER	10,476.80
H92003	SEWARD SKILL DORM PHII	2,010.42
H92004	API SPRINKLER SYSTEM	142,048.83
H92701	PALMER PMC ELECTRICAL UPGRADE	13,235.51
H95101	RUSSELL CREEK HATCH	4,543,721.70
H95102	CANNERY CREEK HATCH	3,487,246.40
H95103	COOK INLET HATCH	69,831.33
H95105	PALMER WAREHOUSE	193,618.01
H95106	DILLINGHAM WAREHOUSE	270,166.18
H95107	SANDPOINT WAREHOUSE	123,358.05
H95109	LITTLE HARDING FISH CONTROL	28,888.22
H95111	BIG LAKE HATCHERY WATER WELL	135,700.02
H95112	FRAZIER LAKE FISH PASS	261,440.64
H95113	RUSSELL CREEK HATCH/REMEDIATION	49,885.60
K30414	DILLINGHAM BOAT HARBOR GRANT	50,000.00
K30420	SAND POINT DAM RECONSTRUCTION	187,041.89
K30424	MONASHKA BAY DAM RECONSTRUCTION	200,000.00
K31016	SEWARD PORT FACILITY	5,954,250.00
K31401	ALEKNAGIK DOCK FEASIBILITY SD	7,432.25
K31405	SEWARD HARBOR	313,722.93
K31406	SAND POINT DOCK	4,661,736.91
K31407	HOMER HARBOR	50,000.00
K31416	NINILCHIK BOAT HARB FLT CHAIN	1,499.40
K31425	COLD BAY HARBOR	1,095.52
K31429	WHITTIER INNER HARBOR	2,894,475.35
K31436	KODIAK BOAT HARBOR ELEC	392,000.00
K31440	KING COVE HARBOR	1,643,103.28
K31442	KING COVE DOCK STUDY	53,094.77
K31443	SAND POINT DOCK STUDY	283,334.55
K31448	KODIAK NEAR ISLAND STUDY	20,858.75
K52313	KOTLIK EROSION ASSESSMENT	31,739.27
K33401	ALEKNAGIK BREAKWATER	674.63
K37429	WHITTIER BOAT LIFT	7,000.00
K37434	WHITTIER BOAT HARBOR	50,000.00
K39413	CORDOVA BOAT HARBOR	312,207.25
K69431	NEWHALEN DOCK FACILITIES	60,219.07
K78006	BETHEL PORT DEVELOPMENT	500,000.00
K78438	UNALASKA SMALL BOAT HARBOR DEV	29,801.79
K78445	KASILOF BOAT HARBOR STUDY	20,000.00
K78447	KODIAK HARBOR IMPROVEMENTS	42,222.46
K84006	BETHEL PORT FACILITIES	1,000,000.00
K84009	HOMER PORT FACILITIES	150,000.00
K84016	SEWARD PORT FACILITIES	495,463.31
K84019	DILLINGHAM PORT	296,438.00
K93438	UNALASKA BOAT HARBOR BONDS	175,217.58

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
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PROJECT	TITLE	TOTAL COSTS
X13470	SEWARD SHOP CAPITAL IMP-MNT	192,675.99
X13480	SILVERTIP SHOP CAPITAL IMP-MNT	349,270.25
X13760	PALMER-WARM STORAGE-CAP-IMPROVE	23,707.71
X14200	CHEMICAL STORAGE	139,717.95
X14369	FENCE REPLACEMENT-SEWARD	1,211.76
X14382	PALMER MAINTENANCE FACILITY	1,129,207.85
X14383	ANCHORAGE COLD STORAGE	75,779.80
X14398	ANCHORAGE DOT MOVING COSTS	56,087.30
X14403	LAZY MT RD (CLARK WOLVERINE)	310,554.02
X14405	OLD SEWARD-DOWLING INTERSECT	253,551.79
X14406	POTTER DOWLING RD-ANCH AREA	595,305.98
X14407	HUFFMAN BIRCH ROAD-ANCHORAGE	314,027.99
X14408	BRADLEY ROAD-TALKEETNA	17,809.41
X14411	LIGHT RAIL FEASIBILITY STUDY	30,000.00
X14412	ANCH BIKETRAIL-DIMOND BLVD	7.50
X14414	COLD BAY SUBDIVISION	789.70
X14416	ATKA AIRSTRIP STUDY	16,005.40
X14417	ALEUTIAN COASTAL FERRY STUDY	5,259.92
X14419	SOLDOTNA COLD STORAGE	57,894.97
X14421	SHELTER CABINS COASTAL TRAILS	18,385.24
X14431	AIR CUSHION VEHICLE DEMO	9,334.89
X14449	PIONEER DR PHASE 2-PETERS CR	160,000.00
X14451	TRANSMISSION LINE SEWARD HWY	140,080.31
X14452	PETERSVILLE RD STUDY-TALKEETNA	26,179.87
X14453	HELICOPTER TRANSPORT STUDY	14,620.84
X14454	BIRCHWOOD AIRSTRIP VEHICLE	369.76
X14455	PAINTING ST BUILDINGS KODIAK	3,854.00
X14457	EAGLE RIVER RD NO	890,213.02
X14458	FAIRVIEW LOOP RD-WASILLA	1,404,788.75
X14459	EAGLE RIVER SO RD	339,188.06
X14460	PED CROSSING 6TH & MULDOON	211,396.77
X14461	RECONDITION GRAVEL ROADS	543,341.52
X14464	ANCHORAGE SPECIAL PROJECTS	361,486.00
X14465	INSTALL NEW TRAFFIC SIGNALS	8,558.08
X14466	INTERSECTION SAFETY	47,806.18
X14467	RESURFACING PAVED ROADS	41,444.62
X14468	PAVE GRAVEL ROADS	15,624.97
X14472	DILLINGHAM AIRPORT PLAN	2,424.00
X14473	BIRCHWOOD AIRPORT PLAN	434.07
X14474	KING SALMON AIRPORT PLAN	8,110.18
X14475	BENKELMAN BEAM STUDY	34,038.05
X14476	CLARK WOLVERINE RD PHASE II	98,500.10
X14480	SEAL COAT-MULDOON & N LIGHTS	167,846.17
X14481	SEAL COAT-ANCHORAGE AREA	503,543.71
X14482	CLARKS RD	43.56
X14483	OLD GLENN HWY PAVING CONSTR	328,155.91
X14484	KINCAID JODPHUR KLATT CONSTR	397,300.81
X14485	ABDOTT LOOP PAVING CONSTR	612,689.61
X14486	RABBIT CK RD	149,982.00

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
X14490	HUFFMAN OLD SEWARD HWY DIMOND	955,465.77
X14492	HOOPER BAY BOARDWALK	19,200.00
X14493	HOOPER BAY AIRPORT RD IMP	83,128.44
X14494	BOARDWALK CONST CHEFORKAK	39,263.70
X14495	SIGNALS ON DIMOND BLVD	309,593.07
X14496	DEARMOUN ROAD	325,968.66
X14497	CHIGNIK AIRPORT ROAD	50,000.00
X14498	SAND POINT ROAD	102,086.01
X14499	DILLINGHAM ALEKNAGIK RD	449,979.62
X14500	DILLINGHAM WOOD RIVER RD	100,729.30
X14501	BETHEL TO NAPAKIAK RD	213,682.17
X14502	WAREHOUSE MT DISP & RD CONST	290,420.42
X14503	TOKOTNA AIRPORT RD REROUTING	30,000.00
X14504	SPRUCE CAPE-MISSION ROAD	334,553.52
X14506	SIGNALS 4TH & D ANCHORAGE	150,000.00
X14507	GIRDWOOD SCHOOL ACCESS ROAD	200,000.00
X14508	OIL WELL RD MAT SU GRANT	50,000.00
X14509	BETHEL HEIGHTS TO AIRPORT RD	300,000.00
X14510	GOOSE BAY PT MCKENZIE RD	1,499,829.30
X14511	TRAFFIC CONTROL COMPUTER ANCH	118,248.05
X14512	NAKNEK RIVER CROSSING STUDY	148,282.15
X14513	WHITTIER TRANSPORT OPTION	208,885.79
X14514	MEADOW LAKES COLLECTOR	48,464.55
X14515	OIL WELL RD 2	80,000.00
X14517	MONTANA CK RD ACCESS TO PARKS	50,000.00
X14520	PKS HWY GOOSE BAY RD SIGNAL	13,797.33
X14527	ANCH RD IMPROVEMENTS GT	950,000.00
X14528	SPENARD RD IMPROVEMENTS	200,000.00
X14530	LOIS DR REPAIRS	200,000.00
X14531	ST REPAIRS DISTRICT GT	200,000.00
X14532	WISCONSIN DR REALIGNMENT	655,500.00
X14536	TRAFFIC SIGNING & STRIPING	347,002.13
X14537	SW AK REGIONAL TRANS STUDY	200,100.85
X14542	ROADS & OTHER CAPITAL PROJECTS	481,400.00
X14543	TUDOR & C STREET	118,985.75
X14544	PIONEER STREET PHASE 2	21,155.08
X14545	KENAI PENINSULA TRANS STUDY	152,895.68
X14548	ARCTIC VALLEY RD ENGIN/STUDY	33,716.95
X14549	MULCAHY PARKING/PAVING	50,000.00
X14550	MULCAHY SPORTS DOME STUDY	25,000.00
X14554	COLD BAY AIRPORT LAND USE PLN	745.08
X14555	DILLINGHAM ARPT LAND USE PLAN	715.13
X14556	BIRCHWOOD ARPT LAND USE PLAN	1,669.09
X14557	BETHEL HEIGHTS TO AIRPORT RD	120,000.00
X14558	PORT CATHODIC PROTECTION	1,000,000.00
X14561	TRANSPORTATION OF HANDICAPPED	100,000.00
X14563	ANCH STATE BOND PROGRAM	1,710,000.00
X14569	GRAVEL FOR STREETS-BETHEL	100,000.00
X14570	FAIRVIEW LOOP ROAD	380,000.00

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

3/01/85  
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TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
X14571	BETHEL AIRPORT TO BROWN SLOUGH	10,002.52
X14572	GLENN HIGHWAY 3R	2,625,592.95
X14573	STERLING HIGHWAY 3R	2,106,477.34
X14574	NASH ROAD EXTENSION	185.35
X14575	SEWARD HIGHWAY 3R	2,160,884.58
X14577	KENAI BOROUGH RD IMPROVEMENTS	621,891.89
X14578	REPLACE OVERHEAD WIRING	379,570.54
X14579	ANCH TRAFFIC SIGNAL IMPROVE	5,969.56
X14580	ANCH URBAN AREA 3R	88,977.88
X14581	GIRDWOOD PATHWAY	1,325,248.02
X14582	BETHEL ROAD REPAIR	19,266.44
X14583	HOOPER BAY STORM REPAIR	1,112,188.00
X14584	SPENARD RD SIGNALS	123,500.00
X14585	SPENARD RD TRAFFIC CONTROLS	71,250.00
X14587	TRANSIT BUS PULLOUT	60,000.00
X14591	MT VIEW DRIVE PHASE 2	884,330.00
X14595	PUBLIC INVOLVEMENT SW ALASKA	89,194.66
X14596	MAT-SU ACCESS ROAD GRANT	340,000.00
X14597	BETHEL SIDEWALK GRANT	145,000.00
X14599	MILLER LOOP ROAD	1,083,447.85
X14600	KING COVE RD EROSION REPAIR	150,000.00
X14601	SAND POINT ROAD	422,742.85
X14602	BIRCHWOOD AIRPORT SPUR ROAD	51,834.54
X14603	WOOD RIVER ROAD	401,278.91
X14605	JOHNS ROAD	499,909.20
X14606	KALIFONSKI-KENAI R BRD INT MO	133,503.28
X14607	BELLS FLATS IMPROVE CP CHINIA	760,722.88
X14608	OTMELOI ROAD IMPROVEMENTS	1,486,517.91
X14609	COHOE LOOP ROAD	624,344.68
X14611	GOOD NEWS DAY TO DUMP	237,664.48
X14612	KALIFONSKI-KENAI INT RIGHT TR	61,177.11
X14613	DIMOND-NEW SEWARD TRAFF SIGN	332,983.05
X14614	EAGLE RIVER-HILAND DR INTER CH	17,848.81
X14615	FUNNY RIVER RD ENG STUDY	535,337.72
X14616	OLD GLENN HWY FLOOD CONTROL	513,615.84
X14617	CROOKED CREEK BRIDGE	29,915.75
X14618	REPAIR & CONSTRUCT BOARDWALKS	128,101.92
X14619	CHEVAK BOARDWALKS	90,385.22
X14620	SOUTHWEST AK BOARDWALKS	187,953.52
X14622	NORTH FORK ANCHOR RIVER ROAD	927,167.93
X14626	ISLAND LAKE ROAD	881,408.72
X14632	ROADWAY STRIPING	423,455.89
X14638	GENERAL ROOF REPAIR	30,500.00
X14641	ANCH VISUAL ARTS CTR HVAC REP	32,698.37
X14650	ANCH INTL AIRPORT EQUIPMENT	864,914.70
X14658	NAV AIDS & WEATHER REP EQUIP	27,883.95
X14672	TRAFFIC CONTROL COMPUTER	149,335.96
X14682	MEDFRA RUNWAY IMPROVEMENTS	8,000.00
X14686	NEWHALEN EQUIPMENT	327,753.00

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - CENTRAL

PROJECT	TITLE	TOTAL COSTS
X14696	KODIAK ROOF RENOVATION	20,959.21
X40047	BETHEL MAINTENANCE STATION	8.60
X40062	BETHEL AIRPORT	6,080.88
X40084	ALAKANUK ROAD CONSTRUCTION	53,249.49
X40086	SHAGELUK ROAD IMPROVEMENTS	36,000.00
X61652	HEADQUARTERS MATERIALS RELOCA	261,415.32
X61653	SEWARD DOCK U OF ALASKA	1,445,277.22
X61659	ROOF REPAIRS/STATE/VALDEZ	58,915.04
X61660	ROOF REPAIRS/STATE/KODIAK	1,893.74
X61661	ROOF REPAIRS/STATE/ANCH	153,075.57
X61690	TWO EA VILL AIR TO GRD RADIOS	3,500.00
X61691	ONE EA VILL AIR TO GRD RADIOS	4,400.00
X61724	EMER MEDICAL SUPPLIES	30,000.00
RGN TOTAL		233,238,298.85

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
G20112	ALLAKAKET	206,320.35
G20199	BIRCH CREEK	149,739.90
G20202	NULATO VLG COUNCIL	375,320.41
G20203	KALTAG VLG STREETS & ACCESS RD	199,687.69
G20206	RUBY STREET IMPROVEMENT	83,205.74
G21106	NOYES SLOUGH BRIDGE	200,543.52
G21108	FBKS NORTH STAR BORO-REPP RD	185,333.10
G21109	FBKS NS BORO-DEHNIS RD	145,260.95
G21110	FBKS N STAR BORO-ROSE CRK RD	25,197.03
G21111	FBKS NS BORO-LAKLOEY HILL RD	103,317.64
G21112	FBKS NS BORO-HOLMES RD/MARKEY	330,527.48
G21113	FBKS NS BORO-SLATHROP ST	89,393.54
G21114	FBKS NS BORO HOLLOWELL/KEPP RD	142,575.27
G21118	MUSK OX SERVICE RD IMPROV	9,200.00
G21122	FB NSB BARTLETT HTS SUB	17,500.00
G21124	MK OX DI COL HILL BECKER RDG	11,079.23
G21125	LAK/OEY DRIVE	88,000.00
G21201	NO SLOPE BORO-KAKTOVIK RDS	328,489.90
G21202	NO SLOPE BORO-NUIGSUT COMM RDS	534,716.78
G21203	NORTH SLOPE BORO-WAINWRIGHT	755,000.00
G21204	NUIQSUIT COMM RDS (PH2)	657,667.00
G22104	CHENA RIVER DIKE TRAIL	158,516.83
G22202	5TH AVE NORTH POLE	11,243.00
G27007	LSR&T EQUIPMENT	53,197.42
G27010	RAMPART VILLAGE COUNCIL	179,917.54
G27012	STAMPEDE ROAD	331,353.58
G27013	TANANA LOOP EXTENSION	722,889.73
G27014	TANANA CITY-RD SYSTEM PH I	541,823.59
G27015	FT YUKON-STREET IMPROVEMENT	153,655.47
G27016	ALATNA VLG COUNCIL	2,550.07
G27017	INTERIOR-SHAW CRK RD	278,384.75
G27018	LITTLE TOK RIVER BRIDGE	15,081.50
G27019	DOT/PF INTERIOR-TOK AREA	327,993.78
G27020	TOFTY RD	677,690.14
G27021	MILLER-HARRISON CK RD	8,175.87
G27022	INTERIOR-VALDEZ CRK RD	7,235.26
G27024	TANACROSS VLG COUNCIL-FT BRDG	312.80
G27027	MAMMOTH CREEK BRIDGE	83,122.89
G27029	BEAVER VILLAGE STREETS	101,259.74
G27030	STEVENS VILLAGE DUMP SITE RD	6,352.38
G27032	WISEMAN CREEK FOOTBRIDGE	344,261.01
G27033	NORTHWAY ROAD	11,117.43
G37030	HOONAH-FRONT ST PARKING	88,294.01
G47025	REGION WIDE SHELTER CABINS	2,984.97
G47047	ELIM DUMP SITE RD	37,645.56
G47051	DEERING DUMP SITE ACCESS RD	117,663.91
G47053	ST MICHEAL ARPT ACCESS RD	108,023.89
G47055	CITY OF NOATAK	1,510.36
G57015	OBRIEN CREEK RD	

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
G57016	GLENNALLEN DISPOSAL SITE RD	48,130.42
H00100	NORTHWEST ARCTIC SCH REAA #1	122,402.21
H00101	ANBLER ELEM JR HS REMODEL	584,354.26
H00102	KOTZEBUE VOCATIONAL GYM	5,567,093.29
H00103	NOATAK ELEM REMODEL	11,025.68
H00104	NOATAK JR HIGH HS	2,393,879.42
H00105	NOORVIK ELEM SCHOOL REMODEL	760,447.66
H00106	NOORVIK JR HIGH SCHOOL	818,474.49
H00107	SELEWIK ELEMENTARY SCHOOL REM	572,947.26
H00108	SELEWIK JR HIGH SCHOOL	540,138.36
H01102	GRAYLING HIGH SCHOOL	855,310.00
H01104	NIKOLAV HIGH SCHOOL	559,248.54
H01200	YUKON KOYUKUK SCH REAA #12	333.74
H01208	NULATO ROOF INS REPAIR	50,739.26
H01300	YUKON FLATS SCH REAA #13	149.17
H01301	ARTIC VILLAGE SEC SCHOOL	1,388,013.31
H01302	VENETIE SEC SCHOOL	1,599,204.00
H01402	NEW ANDERSON H S	1,966,460.00
H01403	CODE UPGRADE VAR SITES	19,169.00
H01601	NORTHWAY WALTER SCH SENER UPG	203,380.42
H01602	EAGLE EL/SEC REMODEL	54,468.00
H01604	MENTASTA EL SCH ADD N	178,972.22
H01701	COPPER RIVER ELEMENTARY SCH	1,083,931.25
H60003	FAIRBANKS AIRPORT ROOF REPAIR	209,302.96
H60011	KOTZEBUE COURT SYSTEM ADDN	399,971.76
H60026	HAUL ROAD HOUSING	127,863.88
H60029	GAMBELL WALRUS FREEZER	173,929.62
H60033	KOTZEBUE PIONEERS GENERATOR	54,099.65
H60034	FAIRBANKS SMOKE BARRIER	196,645.19
H60040	FAIRBANKS HVAC BLDG STUDY	24,328.93
H60048	FAIRBANKS COURT & OFFICE BLDG	24.42
H60050	FORT YUKON TROOPER HOUSING	179,955.38
H60051	HOLY CROSS TROOPER HOUSING	246,033.78
H60058	KOTZEBUE SR CITIZENS CTR RPR	274,756.06
H60067	FBKS PIONEERS HOME PAINT & RPR	68,868.57
H60074	NOME REGIONAL JAIL	597,472.80
H60099	FAIRBANKS NG IMPROVEMENTS	136,064.96
H60107	FBKS SMOKE BARRIER PHASE II	113,440.16
H60112	FAIRBANKS CC FIRE SAFETY	18,100.00
H60113	ESTER SCALE HOUSE IMPROVEMENTS	122,884.40
H60119	HARBORVIEW ROOF REPLACEMENT	675,131.26
H60124	FBKS TEMP PRISON HOUSING	252,327.72
H79014	MCCRATH EL & SECONDARY	19,400.00
H79021	CIRCLE CITY WATER PROJECT	55,050.00
H79022	RAMPART WATER PROJECT	36,860.00
H79023	DELTA PLAYGROUND IMP	36,004.84
H79026	SHISMAREF MTR DESALIZANATION	140,000.00
H79027	GALENA SCHOOL RE-ROOF	52,761.96
H79029	FAIRBANKS DONDABLE STORAGE BL	683,313.56

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
H79030	ST MICHAEL MAINTENANCE FACIL	140,878.51
H79031	SHAGTOOLIK MAINTENANCE FACILI	92,158.28
H79032	STEBBINS MAINTENANCE FACILITY	91,874.35
H79033	DEERING MAINTENANCE FACILITY	110,751.87
H79034	NOORVIK MAINTENANCE FACILITY	121,711.84
H79035	KIANA MAINTENANCE FACILITY	112,343.50
H79036	SHUNGHUK MAINTENANCE FACIL	125,414.06
H79037	BIRCH CREEK MAINTENANCE FACIL	11,835.10
H79043	TOK STORAGE FISHING	203,087.64
H79044	LIVENGODD WARM STORAGE FAC	271,576.53
H79045	HEALY MAINTENANCE CAMP	92,597.48
H79046	UNDERGROUND FUEL FACILITY	90,958.35
H79047	KALTAG SCHOOL RENOVATION	175,971.00
H79048	NULATO SCHOOL RENOVATION	46,573.93
H79049	RUBY SCHOOLGROUNDS UPGRADE	8,730.00
H79050	FORT YUKON COMMON USE MAINT	248,761.28
H79051	FAIRBANKS STATE FACILITY LAND	135,587.87
H79063	DELTA HS CLASSROOMS ADD'N	866,649.81
H79067	KOTZEBUE SENIOR CITIZENS CTR	650.00
H79075	KOTZEBUE CAP HANGAR	412,481.22
H79077	STEESE MAINTENANCE SITE 82 MI	120,798.90
H79090	MORTHWAY FIRE ACCESS	17,542.29
H79093	TOK CENTRAL SERVICES	200,000.00
H79100	DELTA ADMIN OFFICES	54,498.79
H79137	FAIRBANKS SOLAR GREENHOUSES	10,000.00
H79150	FAIRBANKS INTL WASTE TREATMENT	115,543.78
H79154	MCGRATH SCHOOL CODE UPGRADE	95,385.71
H79156	FAIRBANKS COURT HVAC REPAIR	288,411.48
H79158	FBKS COURT & OFFICE ROOF RPR	.00
H79162	SHUNGNAK AIRPORT TERMINAL STR	80,903.56
H79163	YUKON FLATS SCH DIST WTR SWR	2,655.00
H79168	ARCTIC KITCHEN & CLASSRM REMOD	60,898.00
H79169	LIVENGODD RELOCATABLE ASSEMBL	97,478.00
H79171	LIVENGODD WELL & BLDG MOVE	42,607.00
H79172	RAMPART GENERATORS	54,718.42
H79173	ARCTIC VILLAGE GREYWATER	8,711.39
H79179	FT YUKON TESTING & CONF ROOM	5,680.08
H79180	NOME MAINTENANCE SHOP REMODEL	428,439.23
H79181	DIETRICH CHECK POINT	574,320.41
H79183	STEVENS WATERLINE & STOR BLDG	70,472.34
H79184	NOME VOC/ED SHO: & DOORS	577,536.38
H79188	RAMPART STORAGE BUILDING	24,735.00
H79190	ANIAK PRESCHOOL FACILITY	232,800.00
H79191	PLATINUM SCHOOL H & L SAFETY	35,793.00
H79192	ATMAUTLUAK SCHOOL H & L SAFETY	95,681.00
H79195	CIRCLE ELEM INSUL RETROFIT	13,550.00
H79197	CHALKY ELEM INSUL RETROFIT	16,490.00
H79199	FT YUKON BUILDING PURCHASE	113,767.00
H79311	REGION 5 SAND SHEDS	201,891.10

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
H79313	TOK HS DESIGN & SITE PREP	1,000,000.00
H79314	MENTASTA SCH RENOVATION	572,300.00
H79315	NORTHWAY SCH RENOVATION	1,200,000.00
H79318	FT GREELY SCH RENOVATION	1,200,000.00
H79338	RAMPART SCH CONSTRUCTION	1,142,500.00
H79339	DISTRICT WIDE MAINTENANCE	334,000.00
H79340	KALTAG VOCATIONAL EDUC SHOP	95,000.00
H79341	ALLAKAKEI GENERATOR BLDG	300,000.00
H79344	NOME LIFESAVING FACILITY	1,228.17
H79346	NENANA HS DESIGN & SITE PREP	1,000,000.00
H79347	NENANA SCHOOLS LI/E-SAFETY C	400,000.00
H79355	BEN EIELSON AIRCRAFT DISPLAY	10,000.00
H79356	FBKS AIRPORT REPAIRS F S S	156,276.40
H79359	HARBORVIEW FIRE/LIFE SAFETY	1,433,607.60
H79362	INTERIOR SHOPS ENERGY RETROFIT	333.82
H79364	FBKS ELECTRICAL RETROFIT	4,124.12
H79415	JIM RIVER CAMP RELOCATION	13,749.22
H79442	FAIRBANKS PRISON INDUSTRIES	2,334.24
H79445	KENAI COURT HOUSE	150,000.00
H79446	NOME OMS REPAIRS	61,326.37
H80004	NOME OMS	614,530.94
H80006	FAIRBANKS COURT REMODEL	816,114.87
H80009	KOTZEBUE PIONEERS HOME	258,975.45
H80019	KOTZEBUE PIONEER HOME FOUND	501,242.91
H80035	FAIRBANKS CORRECT FAC FENCE	141,961.69
H80044	NOME SEWER & WATER	133,917.29
H80047	FAIRBANKS F&G BLDG EMER GEN	21,206.81
H80048	NOME ARMY AVIATION FACILITY	3,288.00
H80053	FRBKS INTERNAL AIRPORT TERM	1,539,237.14
H80063	TOK STATION REPAIR	206,340.30
H80078	KIANA SCHOOL	988,651.54
H80086	ANDERSON SCHOOL	1,356,214.55
H80089	DELTA JUNCTION COMB FAC REMOD	68,272.11
H80090	ALLAKAKLEET	5,507.52
H80092	FAIRBANKS PARKING STRUCTURE	325,057.25
H80096	TRI VALLEY SCHOOL SEWER&WATER	91,613.33
H80100	CHENA SCHCOL FIRE RESTORATION	1,793,474.68
H80105	KOTZEBUE HS ELEM FACILITY	942.22
H80112	BARRON EMPLOY CNT REMODEL	918.57
H80114	KOTZEBUE EMPLOY CNT REP&MAINT	2,359.59
H80135	NOORVICK COURT BLDG PLUMB	2,606.80
H80138	PT HOPE COURT BLDG FIRE ALARM	1.20
H80164	NOME OFFICE BLDG	236,049.00
H80167	NOME&BETHEL HANGERS MODIF	8,899.56
H80168	FAIRBANKS EXHAUST SYSTEM	4,465.61
H80175	FAIRBANKS FIRE RESCUE	1,624,565.12
H80182	FAIRBANKS HWY SHOP TEMP	921,003.12
H80185	FAIRBANKS HWY SHOP FIRE DAM	57,297.06
H80189	NULATO BLDGSEWER&WATER/TREATFAC	868,364.13

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
H80190	SELAWIK COMM SERVICE BLDG	1,099,645.05
H80198	FAIRBANKS PIONEERS HOME	152,423.17
H80203	FAIRBANKS REG OFFICE BLD	347,435.21
H80204	DELTA JUNCTION SCHOOL ADDN	152,556.79
H80215	NOORVIK	1,543,248.90
H80253	KOTZEBUE PIONEER HOME ASHA	1,527,815.31
H80279	MCGRATH SCHOOL EMERGENCY BOIL	27,300.75
H80311	NOME HIGHWAY OFFICE BUILDING	123.23
H80312	BARROW FACILITY	44.55
H80313	FAIRBANKS COURT BUILDINGS	.00
H80330	CLEAR AFB ATCHERY	1,748,121.83
H80335	HAUL ROAD MAINT CAMPS	5,917,803.97
H80347	FT WAINWRIGHT SCHOOL UPGRADE	5,000.00
H80348	TULUKSAK COMM BLDG REMOD	9,485.00
H80349	BIRCH CREEK OIL STORAGE	15,000.00
H80350	ERK COMM BLDG REMODEL	9,485.00
H80351	VERETIE COMM FAC REMODEL	10,000.00
H80352	FT YUKON SCHOOL OFFICE REMOD	3,031.22
H80365	KOTZEBUE SOUND HATCHERY	4,267,686.66
H80370	FORT YUKON WATER WELL	6,280.00
H80380	BIRCH LAKE SCREENS	23,496.31
H90060	CANTWELL SCHOOL ELEM ADD	477,685.00
H90061	CANTWELL ROOF REMOD	32,640.62
H90070	DELTA HIGH SCHOOL ADD	1,393,961.72
H90090	DOT LAKE ELEM SCHOOL	423,746.57
H90100	FT YUKON SCHOOL VOC ED BLDG	420,424.99
H90110	FT YUKON ELEM SCHOOL REMOD	368,353.91
H90120	GALEHA ELEM & HIGH SCHOOL	4,669,139.07
H90130	GAMBELL HIGH SCHOOL	1,763,130.36
H90140	GLENALLEN MULTI PURPOSE ADDN	1,169,219.22
H90150	GLENALLEN VOCATIONALED SHOP	480,250.42
H90151	GLENNALLAN M/P FLOORING	39,866.00
H90160	HOLY CROSS HIGH	1,369,060.03
H90190	KALTAG ELEMENTARY SCHOOL	2,196,759.16
H90192	KALTAG SCHOOL BULK OIL	57,767.47
H90200	KENNY LAKE MULTIPURP CLRMS	1,458,180.92
H90220	KIVALINA ELEM& SEC SCHOOL	2,144,760.79
H90240	KOYUKUK ELEM SCHOOL	65,533.01
H90270	MAHLEY HOTSPPRINGS PLUMBING	5,559.47
H90300	MENTASTA ELEM SCHOOL	260,974.38
H90320	MINTO SCHOOL ADDN	94,509.41
H90350	NOATAK SCHOOL SEC CLRMS	353,546.04
H90360	NORTHWAY ELEM&SEC SCHOOL	1,701,415.81
H90390	RUBY ELEM	1,532,523.54
H90410	SAVOONGA	1,911,440.72
H90420	SHISHMAREF ELEM HIGHSCHOOL	2,282,932.87
H90430	SHUNGNAK ELEM	2,558,215.24
H90460	TANANA VOC ED	471,365.34
H90490	TOK ELEM ADD	91,520.14

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
H90500	TRI VALLEY HIGH SCHOOL	1,366,887.13
H90510	UNALAKLEET MULTI PURPOSE BLD	1,809,771.29
H90604	KENNY LAKE HS ADDITION	314,144.16
H90609	NULATO HS ROOF	150,113.09
H90615	KIPNUK COMM BLDG RENOVATION	9,550.00
H90616	CANTWELL PLAYGROUND	68,249.01
H90627	NOME YOUTH FACILITY	1,103,380.34
H90637	BIRCH LAKE MAINT CAMP EXPAN	273,147.25
H90638	KOYUKUK ELEM/SEC SCH	1,322,593.34
H90640	CHALKYITSIK AIRPT STORAGE BLDG	79,326.03
H90641	HUGHES AIRPORT STORAGE BLDG	87,081.80
H90642	KOYUKUK AIRPORT STORAGE BLDG	244.78
H90644	RAMPART AIRPORT STORAGE BLDG	563.81
H90645	STEVENS AIRPORT STORAGE BLDG	136,479.20
H91010	NORTHWEST ARCTIC REAA#1	175.21
H91011	AMBLER HIGH SCHOOL	1,747,619.60
H91012	BUCKLAND HIGH SCHOOL	1,908,455.89
H91013	DEERING HIGH SCHOOL	1,570,467.68
H91014	HOATAK SCHOOL	20,151.30
H91015	NOORVIK ELEM SCHOOL	382,200.23
H91017	UTILITIES AMBLER BUCK DEERING	22,571.19
H91018	AMBLER GYM PHASE II	523,104.97
H91020	BERING STRAITS REAA#2	187.88
H91021	SHISHMAREF	133,251.01
H91022	UNALAKLEET	60,204.74
H91023	TELLER	835,846.66
H91024	KOYUK-MALEMUTE	22,874.73
H91025	WHITE MOUNTAIN	879,824.67
H91026	WHITE MT WATER UPGRADE	522.87
H91027	BERING STRAITS ADMIN COST	18,239.68
H91074	NEW HALEN SCHOOL	147,166.48
H91111	ANVIK SCHOOL	57,186.08
H91112	MCGRATH SCHOOL	1.05
H91114	NIKOLAL SCHOOL	69.90
H91115	TAKOTNA SCHOOL	247,342.70
H91121	ALLAKAKET SCHOOL	80,862.51
H91122	BETTLES SCHOOL	50,714.62
H91124	HUSLIA SCHOOL	58,565.00
H91125	KOYUKUK SCHOOL	561.64
H91130	YUKON FLATS REAA #13	136.63
H91131	RAMPART REMODEL	170,356.67
H91132	STEVENS VILLAGE	14,597.46
H91133	ARCTIC VILLAGE	17,887.59
H91134	CIRCLE	165,313.45
H91135	FORT YUKON	129,227.57
H91136	YUKON FLATS SCH ENERGY AUDIT	7,760.00
H91141	TRI-VALLEY HEALY	513,901.34
H91151	DELTA JUNCTION SCHOOL ADDN	238,242.59
H91165	TOK SCHOOL	360.51

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
H91171	GLENNALLEN S CODE UPGRADE	38,135.34
H91173	GLENNALLEN	206.66
H91176	GAKONA SCHOOL	8,592.56
H91177	NEBESNA SCHOOL	57,054.58
H91179	PAXSON S FENCE & COLD STORAGE	14,358.35
H91213	GLENNALLEN/KENNYLAKE ROOF RPR	13,970.32
H91216	GLENNALLEN MP PLATFORM	43,000.00
H91450	EAGLE H S	485,088.40
H91451	KAKTOVIK	2,591,445.50
H91452	MIRTO	889,175.42
H91453	NORTHWAY	673,321.64
H91454	NULATO	1,020,539.92
H91600	CHISTUCKHINA	183,937.48
H91604	COPPER RIVER SCH STUDY	16,646.34
H91650	STATEWIDE ON BASE SCHOOLS	9,608.54
H91653	FORT GREELY SCHOOL	217,007.21
H91654	EIELSON AFB SCHOOL	1.80
H91655	FT WAINWRIGHT	488.28
H91662	FT GREELY SCHOOL CARPETING	23,417.00
H91663	BEN EIELSON JR/SR ATHLETIC FAC	289,580.00
H91700	STATEWIDE WATER & SEWER	198.16
H91701	EAGLE SEWER UPGRADE	144,332.80
H91702	NOATAK WATER & SEWER	21,669.95
H91703	MCGRAH SEWER & WATER	176,187.57
H91705	GLENNALLEN SEWER & H2O	94,649.88
H92101	KOTZ PIONEER HOME SPRINKLER	153,542.44
H92601	KOTZEBUE SENIOR CIIZENS CNTR	904,824.73
H93102	KOTZEBUE SCHOOL CODE COMP	997,437.94
H93103	DELTA FIRE SUPPRESSION FACILI	221.84
H93105	NOORVIK SCHOOL FIRE	437,832.73
H93106	NENANA SEWER REPAIR	39,296.32
H93108	BROWNS PLAY AREA	25,874.33
H95108	TUTKA LAGOON	161,227.33
K30022	TANANA PORT FEASIBILITY STUDY	10,728.19
K30516	NOYES SLOUGH - FAIRBANKS	97,052.11
K30517	NOYES SLOUGH - NORTH STAR BORO	48,526.05
K38502	FAIRBANKS LAUNCHING RAMPS	1,464.68
K78515	ANDERSON FLOOD CONTROL	290,000.00
K84022	TANANA PORT FACILITIES	92.46
K93514	TALKEETNA FLOOD CONTROL	111,545.06
X10032	VALDEZ FERRY TERMINAL DOLPHIN	7,991.04
X14687	ACV SEARCH AND RESCUE	2,500.00
X14723	FBKS COURT & OFC ROOF REPAIR	86,330.05
X20001	VELCHINA/PAXSON ROOF INSULATON	23,800.00
X20007	TCK VISITOR CNTR REPLAC BOILER	12,000.00
X20041	NUCLEAR GAUGE CALIBRATION-LAB	15,950.39
X20081	ALBERT CREEK BRIDGE APPROACH	23,356.80
X20083	TOK STATION REPAIR	260,997.43
X20087	PHILLIPS FIELD ROAD	117,339.66

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
X20088	MANLEY HOT SPRINGS AIRPORT	953.15
X20091	AIRPORT ROAD FENCE REPAIR	45,070.56
X20093	NORTH ROAD EQUIP-INTERIOR REG	1,237,153.18
X20094	NORTH ROAD FACILITIES INT REG	575,133.01
X20096	N SLOPE HAUL RD HDQTRS APPRO	4,721.54
X20101	AIRPORT MAINTENANCE EQUIP	229,331.89
X20102	STEESE HWY SEAL COAT	207,657.88
X20104	HWY MAINT EQUIP	37,335.75
X20105	FAIRBANKS COURT BUILDING	1,056.45
X20110	NOATAK & KOBUK EROSION STUDY	9,996.22
X20111	BUSCH LIGHTING STROBE	16,366.14
X20113	WAATS BOND FUNDS	142,446.00
X20114	AIRPORT MASTER PLAN FBKX	9,866.26
X20115	ACCESS ROAD-STEESE HWY	54,734.71
X20117	PASSIVE SOLAR HEATING	17,047.95
X20118	WIND POWER USERS MANUAL	41,572.52
X20119	ALTER POWER SUPPLY AIR LIGHT	53,795.88
X20120	YUKON RV FERRY ECON ANALYSIS	89,842.71
X20121	PARKING GARAGE PED WALKWAY	87,310.75
X20122	SIDEWALK/LIGHTS GT TO NO POLE	77,841.49
X20123	SER RDS & TRAILS GT TO FBKS	419.10
X20124	RD UPGRADING-GT TO DELTA JUCT	98,656.07
X20125	CHIPS & OIL RD IMPROVE PROJ	292,500.00
X20126	TANANA-GRAVEL FOR RDS	6,871.15
X20127	NULATO RD IMPROVEMENTS	175,000.00
X20128	SOLAR DESIGN MANUAL DEVEL	55,836.36
X20129	SOLAR HEATED DEMO PROJ FIRE IS	7,983.79
X20130	FIRE PROTECTION	46,389.96
X20131	RADIO/AUTO TRUNK CIRCUIT STUDY	5,500.00
X20134	GAS SOR PROP/ZEOLITE MORDENITE	11,354.28
X20135	WATTS-WESTERN ARCTIC TRANS ST	134,274.70
X20139	SPECIAL PROJECTS	130,119.91
X20140	FBKS CRBN MONOXIDE TRANSPRT MD	18,176.56
X20143	BRIDGE DECK REPAIR	881,829.23
X20145	PEGER-VAN HORH-SOUTH CUSHMAN	601,166.33
X20146	NORDALE ROAD PAVING	523,976.14
X20149	THERMAL PERFORMANCE STANDARDS	97,288.09
X20151	YUKON RIVER BRIDGE REDECKING	294,637.74
X20152	STEESE HWY MAINT SITE 82 MILE	86.88
X20153	DATA TRANSMITTAL STUDY	27,867.85
X20154	ARC HISTORICAL NARRATIVE	9,000.00
X20155	NOORVIK AIRPORT LIGHTING DEMO	459,999.79
X20156	SM SCALE HEAT RECOVERY	40,312.81
X20157	MULTIPURPOSE SOLAR COLLECTORS	19,772.17
X20158	PUBLIC INVOLVEMENT WATTS EFPT	69,405.03
X20159	ILLINOIS-BIRCH HILL CONN E+D	241.20
X20160	KALTAG ROAD IMPROVEMENTS	249,059.51
X20162	OLD RICHARDSON-BADGER ROAD	129,561.93
X20163	OLD RICHARDSCH-MOOSE CREEK	128,153.35

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
X20164	SPINACH CREEK ROAD SURF	426,945.22
X20165	CHENA REC AREA	88,789.67
X20166	PEGGER RD-CARTWRIGHT-ALSTON	403,877.41
X20167	ROZAK ROAD-SURFACING	41,698.22
X20168	BIRCH HILL PARK ROAD	98,206.05
X20169	OLD RICHARDSON-SO FAIRBANKS	83,944.22
X20170	OLD AIRPORT ROAD	83,559.97
X20171	CHENA SM TRACTS RD SURF+RECON	195,177.39
X20172	LOFIUS ROAD	42,830.34
X20174	PEEDE-BROCK-REPP-HOLLOW SURF	418,153.86
X20175	HOLMS-MARKEY ROADS	263,697.52
X20176	NORTH POLE 5TH + 8TH AVE LIGHT	338,000.00
X20177	NORTH POLE PAVING DITCH DRAIN	706,073.91
X20178	CENTRAL ROAD 3/4 MILE	172,705.17
X20180	FALL ROAD SUNRISE SUBDIVISION	56,947.30
X20181	NULATO ROAD TO RIVER	117,902.76
X20182	NULATO ROAD TO WASTE	57,197.48
X20183	DESPAIN LANE	12,226.49
X20184	MCGRATH ROAD IMPROVEMENTS	491,329.24
X20187	INTERIOR HWY AGGREG STOCKPILE	2,157,129.76
X20188	LEG AFFAIRS CONSULTANT COSTS	23.00
X20189	ROOF REPAIR	4,200.00
X20190	FBKS COURT BLDG COOLING SYS	11,000.00
X20191	SO FORK WELL & SECURITY FENCE	1,600.00
X20193	CONCRETE SLABS-INT SHOPS	1,600.00
X20194	PRINTING INT REGION	4,000.00
X20196	CARTWELL SITE IMPROVEMENTS	65,000.00
X20197	COLD STORAGE BLDG-PAXSON	1,692.00
X20199	FBKX INTL ANNUAL IMPROVEMENT	164,784.34
X20204	CONCRETE SLABS (SHOPS)	85,390.00
X20205	SO FORKNELL & SECURITY FENCE	37,282.32
X20207	FABRICATION OF VANS	99,596.46
X20214	FIA SECURITY COMM SYST	48,974.94
X20215	FIA TERMINAL ANNUAL IMPROVE	62,033.73
X20217	FIA CFR VEHICLE	281,792.75
X20223	FBKS INTERL ANNUAL IMPROV	8,233.88
X20226	TOK BIKE PATH MAINT	20,032.00
X20228	FBKS N80 PEGGER RD RETROFIT	207,689.34
X20231	BERING SEA DISASTER	46,799.90
X20235	TRACTOR PURCHASE WALES	145,331.00
X20238	FBX REG OFF BLDG SAFETY LIGHTS	10,190.95
X20239	BIRD CREEK BRIDGE REPAIR	173,502.37
X22240	FAIRBANKS COMPLEX SHOP BUILDING	999,819.26
X22280	LIVENGOOD SHOP-CAP IMPROVEMENT	372,504.90
X22320	EAGLE SHOP-CAP IMPROVEMENT MAINT	77,899.04
X22330	BROAD PASS SHOP-CAP IMPROVE MNT	99,674.07
X22680	ACCUMULATE COSTS TRITRADE WORK	489,101.06
X40085	WOOLEY LAGOON ROAD	398,928.16
X40106	SHAKTOOLIK AIRPORT ROAD	167,225.70

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - NORTHERN

PROJECT	TITLE	TOTAL COSTS
X40120	KOTZEBUE AIRPORT IMPROVEMENTS	152,815.56
X50052	REHAB HWY STEAM SYSTEM VALDEZ	109,234.06
X50071	TOK CUTOFF REHAB	2,546,505.71
X50072	RICH HWY FBKS SO 9 MILE ACC	2,759,936.22
X61640	PAVING ALASKA HWY	17,444.15
RGN TOTAL		158,836,292.87

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
G31104	NORTH RIVERSIDE DRIVE	208,235.00
G31202	C&B OF SITKA-VERSTOVIA ST	151,161.97
G31203	SITKA SIDEWALK REPLACEMENT	45,059.80
G31204	DAVIDOFF STREET IMPROVEMENTS	69,329.00
G31205	KATLIAN LINCOLN J DAVIS PAVE	182,162.00
G31302	CHILKOOT LAKE TRAIL	35,750.00
G31303	SERVICE ROAD DRAINAGE	2,000.00
G31304	CITY OF HAINES-THIRD AVE	10,073.14
G31305	HAINES-THIRD & DALTON	74,595.54
G31306	HAINES BIKE PATH	17,823.00
G31401	KETCHIKAN-COMMUNITY CENTER	213,000.00
G31402	DRAINAGE & LIGHTING	48,341.00
G32404	MT POINT FIREHALL SITE	35,000.00
G32202	PETERSBURG-BIRCH STREET	74,999.60
G32302	WRANGELL-ST MICHAEL ST	50,000.00
G32303	ST IMP ASH SHAKES & ST MICHAEL	80,159.00
G37020	CITY KASAAN-TOTEM PARK TRAIL	18,057.14
G37022	YAKUTAI AREA ROADS	19,897.12
G37023	TENAKEE D STREET	34,823.72
G37024	ELFIN COVE BCARDWALK	12,619.89
G37028	SKAGWAY STREETS	75,708.88
G37029	CRAIG-HAMILTON DR	19,431.77
G37031	CITY OF KAKE DRAINAGE PROJ	20,645.09
G37032	ELFIN COVE TRAIL	43,672.28
G37033	PELICAN-MUSSEL STREET	66,080.13
G37034	KLAWOCK-CENTENNIAL SITE	27,757.81
G37035	HOONAH-DRAINAGE & PARKING	27,819.77
G37036	ANGOON-SURFACING	34,819.20
G37037	HYDABURG DRAINAGE	23,660.66
G37038	TENAKEE BRIDGE REPAIR	13,612.34
G37039	COLD STORAGE ROAD	62,630.86
G37040	PIOHEER RD YAKUTAI	41,925.24
G37041	SKAGWAY CITY SIDEWALK	35,609.85
G37043	TENAKEE CULVERTS	10,613.80
G37044	METLAKATLA	51,658.17
G37045	HILL STREET STAIRWAY	30,441.48
G37046	SKAGWAY LOCAL TRAIL IMPROVE	367.50
G37048	TENAKEE J STREET STAIRWAY	30,004.19
G37049	KLAWOCK DRAINAGE	70,583.22
G37053	CLAM STREET BOARDWALK	43,468.55
H01801	LABOUCHERE BAY SCHOOL ADD N	426,800.00
H01901	PORT ALEXANDER SCH ADD N	127,070.00
H03002	CRAIG S	1,719,171.86
H03003	OUZINKE S	1,067,970.00
H03004	LARSEN BAY S	1,587,987.00
H03005	KAKE S ADD	479,707.29
H03006	WRANGELL S	3,102,093.40
H03010	SKAGWAY GYM HEATING	92,150.00
H60006	STATEWIDE ARMORY INT DET SYST	2,533.00

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
H60008	JUNEAU DATA PROCESSING CNT	392,436.06
H60024	JUNEAU CAPITOL HEATING REHAB	28,329.11
H60044	SITKA PIONEERS HOME GREENHOUSE	64,146.48
H60092	SITKA PIONEER HOME ENERGY UPG	13,052.83
H60097	JNO RECORDS CTR HALON SYSTEM	95,110.98
H60106	JUNEAU WARRANT STORAGE VAULT	187,439.05
H60115	JUNEAU DATA PROCESSING EXPAN	160,208.78
H78001	HAINES SWIMMING POOL	1,331,274.00
H78003	SITKA MARINE TERMINAL BLDG	604,563.77
H78004	PETERSBG MARINE TERMINAL BLDG	253,612.29
H78005	METLAKATLA FERRY PSNGR SHELTER	31,402.84
H78006	ANGOON FERRY PASSENGER SHELTER	36,990.77
H78015	WRANGELL K-3 ELEMENTARY	1,499,582.20
H78033	COMPL OF BEAVER FALLS HATCHERY	244,264.56
H79039	HAINES PRIMARY BLDG	242,506.58
H79041	ANGOON CULTURAL CENTER	398,000.00
H79042	CHILKAT CENTER FOR THE ARTS	746,250.00
H79053	JUNEAU CAPITOL SKYWALK	21,783.96
H79061	KAKE AQUACULTURE	19,900.00
H79064	KLAWOCK SEC SCH DESIGN	149,500.84
H79065	NABESNA FIRE CODE UPGRADE	2,910.00
H79066	CHISTOCHINA FIRE CODE UPGRADE	3,395.00
H79094	METLAKATLA SCH/COMM YOUTH CTR	3,792,500.00
H79095	METLAKATLA SCHOOL REMODEL	600,000.00
H79135	CRAIG ELEMENTARY SCH	2,422,655.13
H79138	JUNEAU REPAIRS & CODE COMP	70,000.00
H79139	KLAWOCK HIGH SCHS	1,628,000.00
H79148	JNO SCHOOL RPR & CODE UPGRADE	2,323,795.63
H79161	JUNEAU SUBPORT ROOF RENOVATION	251,183.91
H79166	JUNEAU COMMUNITY BLDG PIPING	70,279.53
H79167	SKAGWAY AIRPORT TERMINAL BLDG	80,841.97
H79189	KETCHIKAN FERRY MINC FAC DEMOL	309,930.70
H79193	HOONAH AIRPORT TERM/STORAGE	73,500.00
H79194	HAINES AIRPORT TERM/STORAGE	114,500.00
H79351	CRAIG SCHOOL ROOF REPAIR	35,602.69
H79354	GLAC AVE BLDG ELEC UPGRADE	57,706.03
H79431	JUNEAU STATE MUSEUM EXPANSION	2,150.00
H79434	HAINES SCALE RECONSTRUCTION	161.54
H79437	KIN YOUTH SERVICES CENTER	2,049.84
H79438	WRANGELL HEALTH CENTER	467.30
H80000	JUNEAU CHILLER & PLAZA INSTAL	126,020.72
H80003	SKAGWAY HWY MAINT SHOP	549,667.95
H80021	JUNEAU MUSEUM MODIFICATION	134,315.80
H80027	METLAKATLA FIRE CODE UPGRADE	17,310.79
H80039	SE CORRECT FAC GUARD TOWER	224,001.07
H80042	JUNEAU ORGAN MAINT SHOP	16,378.40
H80049	KETCHIKAN CREEK FISH REHAB	68,393.49
H80051	STARRIGAVAN CRK FISH HATCH	49,195.33
H80052	SITKA PUBLIC SAFETY ACADEMY	50,184.27

TOTAL EXPENDITURES FOR NON FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
H80054	HAINES FERRY TERM WATER&SEWER	43,226.73
H80057	WRANGELL AIRPORT MAINT DEPOT	539,003.50
H80060	SEDIST HWY DEPART EMERGENCY	31,564.28
H80066	JUNEAU COURT&OFFICE BLDG LAND	129,437.14
H80083	JUN PARKING STRUCTURE ASHA	347,907.55
H80087	SE DISTRICT HIGHWAYS	2,170,985.67
H80093	METLAKATLA HS FIRE PROOFING	87,302.79
H80099	JUNEAU SOB ORGAN ENCLOSURE	24,956.50
H80101	WRANGELL STORAGE BLDG	33,484.87
H80102	PETERSBURG STORAGE BLDG	37,784.24
H80103	JUNE SOB SNACK BAR	31,488.72
H80139	SITKA COURT & OFFICE BLDG P&S	132,764.15
H80147	DEER MTN HATCH PIPELINE REPAIR	6,438.35
H80158	REMODEL A G OFFICE CEIL	58.72
H80163	SITKA H&S SERVICES BLDG	222,450.07
H80166	JUNEAU ESD BLDG REMODEL	47,280.92
H80171	SUBPORT BLDG REMODEL	2,096.60
H80174	CRYSTAL LAKE HATCH IMPROVE	966.30
H80187	MARINE TRANS OVERHEAD DOOR	1,743.47
H80196	DOUGLAS ISLAND CENTER BLDG	9,017.03
H80199	JUNEAU RECORD CENTER	159,533.72
H80208	SITKA PUBLIC SAFETY BLDG	136,301.58
H80216	SITKA COURT & OFFICE BLDG	188,338.83
H80220	PRINCE OF WALES	933,376.09
H80222	JUNEAU SOB	40,279.91
H80223	76 F&G BUILDING	33,996.28
H80224	JUNEAU COM BUILDING REMO	10,798.32
H80227	JUNEAU COURT REMODEL	26,481.77
H80229	76 PAINT STATE FACILITY	27,418.19
H80232	76 SOB CONTROL REFIN	8,285.85
H80233	AOB MAINT JUNEAU	672.06
H80234	JUNEAU SOB DRAPERY INSTALL	62,377.48
H80266	PAINT STATE FACILITY JUNEAU	6,608.18
H80269	77 BOILER REPLACE STATEWIDE	44,029.85
H80270	77 ROOF REPAIR STATEWIDE	231,329.19
H80272	SITKA PIONEER HOME WINDOWS	80,727.91
H80274	AOB ELECTRIC MODIFICATION	25,523.46
H80317	JUN PARKING STRUCTURE MAINT	48,668.00
H80318	JUNEAU OFFICE BLDG	21,018.95
H80339	GOVERNORS MARISION CH147/74	17,100.00
H80340	JUNEAU COMM CH147/74	2,722.28
H80341	KLAJOCK HATCHERY HOUSING	236,337.40
H80345	JNO WOMEN & CHILDREN CARE CTR	1,497,896.28
H80363	JUNEAU MUSEUM STORAGE ANNEX	144,902.90
H80368	SITKA TROOPER ACADEMY QUARTERS	158,580.97
H90020	HIDDEN FALLS HATCHERY HOUSING	449,126.67
	THORNE BAY SCHOOL	181,133.88
	SHIP CREEK SUPPORT BLDG	150,913.00
	ANGOON MULTIPURPOSE	679,461.35

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
H90170	HYDABURG HIGH SCHOOL	969,138.48
H90310	METLAKATLA JR-SR HS REMODEL	91,791.70
H90611	METLAKATLA S-SEW RF REP	7,716.00
H90622	JUNEAU JAIL REC FACILITY	1,975,424.00
H90623	JUNEAU JAIL CLASSROOM/LAB	243,908.76
H90630	KETCHIKAN PIONEER S HOME	5,521,004.71
H90631	SEWARD SKILL CENTER REMODEL	1,926,666.52
H90635	KETCHIKAN COLD STORAGE BLDG	136,944.55
H90636	HAINES COLD STORAGE BLDG	159,763.30
H90639	YAKUTAT MNTNC BLDG ACQUISITION	1,039,242.70
H91181	ANGOON SCHOOL REAA#18	952,317.75
H91182	HOONAH S REMODEL	705,014.33
H91401	COFFMAN	53,257.59
H91500	CRAIG-KLAWOCK	771,616.16
H91501	HOONAH	730,576.33
H91502	PELICAN	98,439.00
H91503	SKAGWAY SCHOOL BOILER	712,799.63
H91504	YAKUTAT	1,890,014.80
H91505	HAINES VOC CTR BLDG	726,721.76
H91664	HOONAH HIGH SCHOOL ROOF	283,293.70
H92219	SE FISH HATCHERY 78 BOHD	1,878.84
H95104	HIDDEN LAKE SKILAK HATCH	69,189.09
H95110	STARRIGAUN WATER&PUMP PIT	137,435.87
H95301	KLAWOCK LAKE HATCH	3,442,987.22
H95302	HIDDEN FALLS HATCH	4,115,824.45
H95303	ANAN CREEK VERT SLOT H	213,142.21
K28186	JUNEAU AURORA LAUNCH RAMP	18,780.17
K30014	SKAGWAY PORT REALIGNMENT	107,766.18
K30020	PELICAN FT RECONSTRUCT	62,000.00
K30102	ANGOON FLOAT	83,181.44
K30103	HYDABURG DOCK REPAIR	25,000.00
K30154	PETERBURG W HARBOR FACILITIES	52,987.04
K30180	JUNEAU HARBOR FACILITIES	14,549.77
K31127	TENAKEE HARBOR EMER REPAIRS	28,176.97
K31161	YAKUTAT HARBOR	618,158.52
K31202	SKAGWAY CATWALKS	154,648.88
K31218	ANGOON TERMINAL REPAIR	19,396.08
K31603	REPOWER VESSEL MALASPINA	6,475.97
K32104	HYDER HARBOR FACILITIES	1,181.00
K32117	KNUDSON COVE-DREDGING	47,761.62
K32149	HYDER BOAT HARBOR	1,271.93
K32453	REPLACEMENT FLOATATION BILLETS	22,414.46
K32455	REFUGE FLOATS	49,246.18
K32457	WRANGELL GRIDIRON	150,000.00
K32458	HAINES MARINE FUELING FAC	2,496.57
K32460	GUSTAVUS FLOAT REPAIR	66,063.1
K32468	KLAWOCK HARBOR ELECTRICAL	51,713.74
K34180	JUNEAU HARBOR FACILITIES	9,242.92
K35147	SKAGWAY LAUNCHING RAMP	47,667.57

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
K37127	TENAKEE BREAKWATER	60,000.00
K37180	JUNEAU AURORA HARBOR	39,644.88
K37189	HAINES LETNIKOF FLOAT & RAMP	75,310.77
K37193	JUNEAU AREA REFUGE FLOATS	43,439.06
K38127	TENAKEE BOAT HARBOR	50,000.00
K38146	HAINES BOAT HARBOR	600,000.00
K38147	SKAGWAY BOAT HARBOR	500,000.00
K38151	PETERBURG MITKOF LAUNCHING R	49,850.00
K38153	KETCHIKAN BOAT HARBOR	175,000.00
K38164	SITKA BOAT HARBORS	100,000.00
K38180	JUNEAU/AUKE BAY HARBORS	305,209.19
K38190	PETERSBURG BOAT HARBOR	223,390.37
K39014	SKAGWAY PORT FACILITIES	267,949.44
K39106	CRAIG BOAT HARBOR	249,850.92
K39112	HELM BAY FLOAT	35,602.99
K39116	HYDABURG BOAT HARBOR	380,768.34
K39118	KLAWOCK BOAT HARBOR	72,791.91
K39119	LORING FLOAT	33,570.48
K39131	WRANGELL BOAT HARBOR	35,000.00
K39143	MANZANITA BAY FLOAT	41,826.00
K39147	SKAGWAY BOAT HARBOR	435,000.00
K39185	TAKU HARBOR FLOAT	81,000.00
K39189	LETNIKOF COVE FLOAT	53,339.87
K39197	BOAT HARBOR ELECTRICAL	49,366.42
K60198	SE SEAPLANE FLOATS CONT MAINT	98,147.92
K60202	MAJ MAINT SKAGWAY DOLPHIN REP	43,955.78
K60607	M/V BARTLETT M.S.D.	171,159.08
K60609	M/V CHILKAT M.S.D.	58,416.17
K67129	TENAKEE FERRY FACILITY	2,741.75
K69111	KASAAN APPROACH	75,000.00
K69214	KETCHIKAN GRAVINA FERRY SLIP	10,016.94
K69215	CHILKAT FERRY SLIP	3,107.44
K71914	BOND SALE ASSESSMNT CHP 95/78	46,078.83
K78004	WRANGELL DOCK REPAIR EXT GRT	500,000.00
K78012	HAINES BARGE TERMINAL	452,161.00
K78020	PELICAN FERRY TERMINAL	133,415.27
K78116	HYDABURG HBR ELECTRICAL	3,317.60
K78146	HAINES LETNIKOF COVE RAMP	140,898.91
K78147	SKAGWAY SMALL BOAT HARBOR EXP	992,657.88
K78155	PELICAN GRID RECONSTRUCTION	47,500.00
K78189	HAINES HARBOR DEVELOPMENT	283,588.92
K81027	PORT ALEXANDER DOCK FACILITY	3,800.00
K84003	KETCHIKAN PORT FACILITIES	1,485,000.00
K84004	WRANGELL PORT FACILITIES	1,485,000.00
K84005	JUNEAU PORT FACILITIES	1,485,000.00
K84007	PETERSBURG PORT FACILITIES	990,000.00
K84010	SITKA PORT FACILITIES	955,000.00
K84012	HAINES PORT FACILITIES	742,500.00
K84014	SKAGWAY PORT FACILITIES	742,500.00

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
K84020	PELICAN PORT FACILITIES	292,912.25
K84021	ANGOOH PORT FACILITIES	247,690.00
K84025	YAKUTAT PORT FACILITIES	6,298.00
K84026	TENAKEE PORT FACILITIES	187,710.16
K84027	PORT ALEXANDER PORT FACILITIES	64,089.99
K84029	CRAIG PORT FACILITIES	87,174.77
K93109	HOONAH BOAT HARBOR BONDS	1,001,960.92
K93146	HAINES BOAT HARBOR BONDS	1,022,137.86
K93160	KAKE BOAT HARBOR BONDS	1,143,758.28
K93168	KETCHIKAN RYUS FLOAT	81,494.36
X30065	THANE ROAD AVALANCHE CONTROL	79,615.77
X30067	REOPEN POND REEF ROAD	1,749.98
X30068	SKAGWAY MAINTENANCE SITE	625,878.01
X30072	SCR 76 SE TRANSPORTATION STUDY	42,923.77
X30075	HOONAH AIRPORT TO FERRY TERM	229,692.01
X30076	BRIDGE PAINTING-KETCHIKAN	57,891.77
X30081	SITKA PEDESTRIAN & BIKE PATH	50,000.00
X30085	BIA PAVING OPERATION JAPONSKI	5,126.15
X30086	JUNEAU PARKING GARAGE IMP	231.10
X30087	ELEC MONITORING/JUNEAU OFFICE	208.00
X30088	BOILER REPLACEMENT SOB JUNEAU	92.44
X30089	CAP BUILDING HEATING REHAB	451,657.49
X30092	PAINTING ST FACILITIES JUNEAU	181.98
X30097	PELICAN FT RECONSTRUCT	235,047.80
X30100	FERRY TRANSFER BRIDGE TOWERS	47,941.88
X30101	KAKE/HOONAH FT DOCK REPAIRS	23,920.19
X30104	ROAD RATER RESEARCH	9,288.12
X30106	AIRPORT MASTER PLAN	8,987.29
X30107	AIRPORT LAND USE	2,904.19
X30108	SKAGWAY FUEL LINE PROTECTION	31,427.38
X30109	CRAWLER TRACTOR GT TO HOONAH	25,000.00
X30112	KETCHIKAN FERRY MAINT RECON	187,808.91
X30113	CRAIG EQUIPMENT BUILDING	50,000.00
X30116	FOUNDATION STUDY/MERCHANT WRF	18,590.15
X30117	WRANGELL SIDEWALKS	136,907.73
X30121	FERRY MAINT PROGRAM ASSESSMENT	21,545.84
X30122	KETCHIKAN AIRPORT MASTER PLAN	7,787.26
X30124	TRANS IMPACTS-D-2LANDS	301.25
X30125	HAINES DREDGING	25,063.57
X30126	WRANGELL FERRY TERMINAL SEWER	24,401.98
X30127	HEAT & AIR CONDITIONING MAINT	11,245.78
X30129	SKAGWAY FERRY TERM STORM DMG	2,358.76
X30130	PIRSBRG THRU ROUTE SEEDING P2	5,514.98
X30132	NORTH TONGASS HIGHWAY PAVING	16,135.72
X30133	NORTH DOUGLAS ROAD PAVING	4,493.34
X30135	SOUTH TONGASS HIGHWAY PAVING	3,353.43
X30136	THANE ROAD PAVING	1,846,926.86
X30137	SITKA COURT & OFFICE-HEAT/AIR	3,581.17
X30138	JUNEAU COURT & OFFICE-HEAT/AIR	4,403.14

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTHEAST

PROJECT	TITLE	TOTAL COSTS
X30139	WRANGELL AIRPORT CHIPSEAL	85,308.48
X30141	AK OFFICE BLDG MAINT JUNEAU	9,933.74
X30143	HALIBUT PT SAWMILL CRK RD SDY	112,105.99
X30144	ENGINEERS CUTOFF JUNEAU	180,454.47
X30145	SKAGWAY CAMPGROUND ACCESS RD	40,164.41
X30148	ROOF REHABILITATION-S E	35,242.97
X30149	GOVENORS MANSION-MAINTENANCE	13,087.40
X30150	BLDG HVAC SYSTEMS SE	67,269.75
X30152	PAINTING STATE FACILITIES SE	19,702.90
X30153	ISLD CENER BLDG CARPET REPLA	91,154.53
X30154	CAPITAL BLDG CLEANING & REPRS	102,000.00
X30155	STATE OFF BLDG EXTERIOR CLEAN	90,000.00
X30156	SUPPORT BLDG MAINTENANCE	15,975.11
X30158	CAPITAL BLDG EMER GENERATOR	98,000.00
X30159	CAPITAL BLDG FIRE ESCAPE PNT	50,000.00
X30161	GOVERNORS MANSION PAINTING	28,400.00
X30163	JNU CAPITAL BLDG ELEVATORS	100,000.00
X30175	FIRE&LIFE SAFETY-SE REGION	180,731.49
X30182	PSG/WRG CFR BLDG EXTENSIONS	21,157.80
X32120	JUNO DIST CMLPX INVEST-MT	2,597,282.12
X61658	H STREET PETERSBURG	79.84
X61693	EMER COLUMBIA GENERATOR REPLA	194,374.55
RGN TOTAL		95,913,251.53

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - WESTERN

PROJECT	TITLE	TOTAL COSTS
G40209	SHISHMAREF ARPT ACCESS-STREETS	135,855.52
G40239	EMMONAK CITY STREETS	29,984.78
G40249	STEBBINS AIRPORT ACCESS	2,288.83
G47005	HUSLIA CITY STREETS	374,330.35
G47010	VILLAGE COMP & LIFE INSURANCE	41,962.51
G47012	LSR & T EQUIPMENT	412,107.38
G47016	CITY OF KIANA-CITY STREETS	60,229.24
G47017	CITY OF SHAGELUK	722,780.53
G47018	CITY OF HOORVIK-CITY STREETS	62,805.65
G47020	KOTLIK CITY BOARDWALKS	51,391.08
G47021	CITY OF GOLOVIN	107,199.70
G47023	BUCKLAND CITY STREETS	47,435.92
G47024	WINTER TRAIL-STAKING 78 & 79	36,396.11
G47026	GRAYLING EDA GRANT	11,834.58
G47027	HOLY CROSS EDA GRANT	8,425.78
G47028	ANVIK EDA GRANT	4,285.19
G47029	LSR&T SHOP OVERHEAD ST MARYS	13,425.10
G47031	ST MICHAEL-BOARDWALK	47,598.86
G47033	SHELDON PT-BOARDWALK	46,000.37
G47034	RUSSIAN MISSION-CITY ST	79,648.11
G47035	KOBUK; KOBUK-DAHL CRK RD	271,412.96
G47036	VARIOUS-WINTER TRL STAKING	49,018.67
G47038	ICY VIEW H/O ICY VIE RD REP	42,208.06
G47039	AMBLER DUMP ACCESS ROAD	196,103.48
G47040	WINTER TRAIL STAKING W REG	59,984.23
G47041	SHISHMAREF SIGNING	499.14
G47042	NOORVIK STREETS	57,445.10
H00109	KIANA ROOF REPLACEMENT	22,217.00
H00110	KOTZEBUE SCHOOLS ADMIN	95,257.00
H00111	NOORVIK ROOF REPLACEMENT	24,665.00
H00201	GAMBEL HS ADDITION	733,439.00
H00211	TELLER HIGH SCHOOL ADDITION	345,862.00
H00301	PITKAS POINT HS	1,194,679.55
H00303	SCANNON BAY HS	1,388,109.40
H00410	OSCARVILLE HS SITE INVESTIGATI	21,576.00
H00502	SLEETMUTE HS COMPLETION	760,316.39
H00506	STONY RIVER HS	335,303.72
H00507	RED DEVIL GENERATOR	26,721.00
H60032	KOYUK SCH UTILITY BLDG	412,820.00
H78010	NEW STUYAHOK LIBRARY	88,339.00
H79005	CROOKED CR ELECT UPGRADE	12,340.54
H79006	KALSKAG EL SWR	58,200.00
H79007	LOWER KALSKAG EL W&S IMP	58,249.63
H79008	RED DEVIL SWR IMP	58,200.00
H79010	EGIGIK S SEWER IMP	9,409.00
H79011	PERRYVILLE EL S RENOV	15,520.00
H79015	TAKOTNA OIL STORAGE FACILITY	10,670.00
H79070	IGIUGIG RENOVATIONS	32,601.00
H79071	KOKHANOK RENOVATIONS	4,400.00

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - WESTERN

PROJECT	TITLE	TOTAL COSTS
H79082	MTN VILLAGE HIGH UP GRADING	181,539.00
H79084	RUSSIAN MISSION ELEM	347,407.00
H79127	BROWNS COURT REMODEL	100,000.00
H79143	NOME BELTZ INFLATIONARY COSTS	100,000.00
H79151	LV/N/TATE SCHOOL CODE UPGRADE	96,347.59
H79152	AN/SH SCHOOL CODE UPGRADE	37,213.26
H79178	CHALKYITSIK WATER UTILADOR	42,844.00
H79201	KONGIGANAK SCHOOL UPGRADE	230,000.00
H79201	KONGIGANAK HEALTH & LIE SAFETY	197,000.00
H79316	WHITE MTN SCH GYM	1,200,000.00
H79333	EMMONAK HIGH SCH ADDN	394,000.00
H79334	KOTLIK HS GYM FLOOR	250,000.00
H79348	ST MARYS HS COMPLETION	2,000,000.00
H80358	IC'TIGIG HS BLDG REMODEL	9,370.00
H80360	TUJANAK PRIVATE BLDG REMODEL	9,561.79
H90040	ATMAUTLAUK	30,825.63
H90280	MANAKOTAK	1,326,229.26
H90330	NEW STUYAHOK 9TH GRADE	1,838,849.04
H90480	TOGIAK HIGH SCHOOL	1,607,534.28
H91028	WALES SCHOOL HEATING SYSTEMS	7,188.40
H91037	PILOT STATION TEMP CLASSROOM	20,927.42
H91048	KONGIGANAK GENERATOR	52,955.43
H91051	CHUATHBALUK SCHOOL	435,141.24
H91052	CROOKED CREEK SCHOOL	16,145.58
H91053	KALSKAG SCHOOL	512,707.00
H91065	LEVELOCK OIL-STORAGE	16,612.22
H91066	EKWOK S WATER DAMAGE RP	19,605.62
H91067	NEW STUYAHOK REROOFING	20,839.62
H91069	TOGIAK STORAGE BLDG	35,500.00
H91117	SHAGELUK SCHOOL STORAGE	194,275.67
H91252	NUNAPITCHUK FUEL	146,292.42
H91256	CHEFORNA' RENOVIATION	9,550.00
H91261	MANOKOTAK S GEN	35,014.86
H91262	TOGIAK S PLUMBING/HEATING	459.95
H91458	MTN VILLAGE DRY STORAGE	22,000.00
H91706	CROOKED CREEK SEWAGE TREATMEN	8,979.13
H91707	ARCTIC VILLAGE WATER SYSTEM	124,500.00
H91708	KILBUCK SCH SEWAGE TP UPGRADE	162,475.00
H91800	SHISHMAREF ROOF	133,500.00
K30302	BARROW LAUNCH RAMP	41,500.00
K30311	KIVALINA FINGER FLOATS	73,500.00
K33501	BETHEL	7,688.79
K36310	KOTZEBUE BOAT HARBOR	250,224.25
K38422	SAND POINT BOAT HARBOR	599,906.25
K38440	KING COVE BOAT HARBOR	505,076.77
K38994	WESTERN PORTS PLANNING	16,000.00
K39301	NOME HARBOR DREDGING	2,500.00
K67428	COLD BAY DOCK	2,214,627.18
K68428	COLD BAY DOCK	497,164.15

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - WESTERN

PROJECT	TITLE	TOTAL COSTS
K93422	SAND POINT BOAT HARBOR	640,292.18
K93440	KING COVE BOAT HARBOR BONDS	42,904.25
X40051	REPAIR & MTCE NOME COMPLEX	228,429.03
X40055	NOME CRASH-RESCUE BUILDING	59,844.42
X40059	RD DAMAGE REPAIR	4,749.61
X40060	PAINTING ST FACILITIES NOME	9,468.61
X40063	KOTZEBUE AIRPORT PLAN	17,669.95
X40064	BERING ST REAA SCHOOL DIST	1,129.08
X40073	DUST CONTROL KOTZEBUE	10,000.00
X40074	ICY VIEW LOOP RD WINTER MAINT	7,000.00
X40077	NOME KOTZEBUE RD STUDY	50,184.58
X40078	KIVALINA RUNWAY REHAB	92,920.25
X40080	ARPT LAND USE PLAN/NOME	2,210.27
X40081	KOTZEBUE LAND USE PLAN	12,790.02
X40082	UNALASKA ARPT LAND USE PLAN	542.98
X40087	SWIMMING ED & BOATING SAFETY	75,060.00
X40107	UPGRADE ICY VIEW ROAD	117,979.14
X40108	MTN VILLAGE BRIDGE-ASHA HOUSE	67,991.30
X40109	ST MARYS ROAD TO LAND FILL	74,994.58
X40110	AVCP REG HOUSING AUTH GRNT RD	350,000.00
X40111	NOME STREETS EMERGENCY CARE	7,779.96
X40112	ST MARYS BARGE FENCING	15,000.00
X40117	TAKOTNA AIRPORT ACCESS ROAD	6,431.78
RGN TOTAL		25,758,502.25

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTH CENT

PROJECT	TITLE	TOTAL COSTS
G00051	SOUTHCENTRAL REGION RECON	9,090.24
G50139	FILDAGO DRIVE	55,809.73
G52102	CITY CORDOVA-RAILROAD AVE	16,557.15
G52103	FRONT ST TRESTLE	64,729.00
G52201	ROBE RIVER BIKE PATH	124,231.00
G57005	UNORGANIZED BORO-OLDEDGERTON	88,000.00
G57007	UNORGANIZED BORO-GLENNALLEN	103,403.92
G57008	UNORGANIZED BORO-COPPER CNTR	52,930.69
G57009	CHITNA VLG-ACCESS RD	88,844.27
G57010	SILVERSPRINGS ACCESS ROAD	149,206.57
G57011	GAKONA RIVER BRIDGE WALKWAY	181.68
H79182	CROOKED CREEK PWRS & GEN	33,950.00
H79317	CHRISTCHINA GENERATOR	50,000.00
H91172	COPPER RIVER OFFICE BUILDING	247,878.00
H92220	SC FISH HATCHERY 78 BOND	2,051.76
K32454	CORDOVA INNER HARBOR-PHASE 2	1,461.42
K36447	KODIAK BOAT HARBOR	415,891.35
K37404	SELDOVIA BOAT HARBOR	2,895.63
K37427	HOMER BOAT HARBOR	296,160.83
K37446	PORT LIONS BOAT HARBOR	54,971.92
K38404	SELDOVIA BOAT HARBOR	111,497.81
K38405	SEWARD BOAT HARBOR	253,755.75
K38410	VALDEZ BOAT HARBOR	376,277.54
K38413	CORDOVA BOAT HARBOR	190,303.41
K38427	HOMER BOAT HARBOR	388,110.87
K38434	WHITTIER BOAT HARBOR	13,702.76
K38435	SHIP CREEK HARBOR-ANCHORAGE	49,593.43
K39410	VALDEZ BOAT HARBOR	259,340.34
K39427	HOMER BOAT HARBOR	270,000.00
K60208	WHITTIER FERRY TERMINAL APPR	60,000.00
K78404	SELDOVIA SMALL BOAT HARBOR	1,250,000.00
K78429	WHITTIER SMALL BOAT HARBOR	2,222,246.32
K84008	KODIAK PORT FACILITIES	911,123.75
K84011	CORDOVA PORT FACILITIES	981,317.78
K84017	VALDEZ PORT FACILITIES	495,000.00
K84028	PORT LIONS PORT FACILITIES	24,000.00
K84030	SELDOVIA PORT FACILITIES	96,422.41
K84031	OLD HARBOR PORT FACILITIES	116,257.25
X20147	DEXTER ROAD BYPASS	491,157.09
X50011	COORDINATION WITH PIPELINE	71,264.91
X50025	KEYSTONE TUNNEL DAMAGE REPAIRS	17,216.04
X50031	OVERHEAD CRANE-VALDEZ	12,517.64
X50042	DAYVILLE ROAD BRIDGE REPAIR	856.76
X50049	PAINTING STATE FACILITIES	2,391.63
X50058	NELTINA SLIDE	10,490.55
X50064	MAINT XSECTION STOCKPILES	9,515.52
X50069	VALDEZ AIRPORT LAND USE PLAN	4,210.42
X50070	SOUTHCENTRAL HEATING MAINT	5,731.20
X50073	CHIP SEAL EDGERTON HIGHWAY	7,570.63

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION - SOUTH CENT

PROJECT	TITLE	TOTAL COSTS
X50074	LAKE LOUISE BASE COURSE	3,648.35
X50075	NEBESNA ROAD UPGRADING	83,744.00
X50076	FURNACE REPLACEMENT S C	1,292.00
X50077	PAINTING STATE FACILITIES S G	1,076.00
X50078	THOMPSON PASS BUNKHOUSE FNDTN	40,000.00
X50089	VALDEZ DOTPF ROOF RENOVATIONS	39,382.67
X52590	COPPER RIVER RIGHT OF WAY CHGS	
RGN TOTAL		10,730,011.99

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION -

PROJECT	TITLE	TOTAL COSTS
G10310	SCHOOL TRAILS	60,000.00
G11222	BASE ROAD	1,450.00
G37047	YAKUTAT BULKHEAD	8,977.62
G37052	HYDABURG ST SURFACING	52,528.86
G37054	PORT JAGAIL ELVD	34,076.15
H78037	LKSD PROJECT COST OVERRUNS	1,773,811.00
H80221	76 BOILER REPLACEMENT	7,253.91
H80228	76 BOILER REPAIRS	70,521.70
H80230	BOILER REPLACEMENT	29,870.72
H80231	ROOF REPAIR	45,478.99
H80314	ACCESS IMPROVEMENT CH147/74	102.60
H80315	FIRE EX COV CH147/74	13,878.00
H80320	76 DIVISION BUILDING SITE	25,861.40
H80369	PLANNING FUND CH 195 680	38,000.00
H80371	CLAIMS/CONTINGENCY CH 195-680	218,154.62
H80372	CLAIMS/CONTINGENCY CH 142-682	157,441.70
H80373	CLAIMS & CONTINGENCY	1,445.82
H92203	PUB SAFETY 78 BOND PLAN	66,930.06
H92501	JUSTICE FACIL STANDARDS	114,036.78
H93111	REMODEL CLRMS HOTCH CASE	28.15
H99997	CLEARING	.00
H99998	NONCONVERTED PROJECTS	3,483,002.14
H99999	COSTS PRIOR TO 7/1/74	12,359,415.40
K10000	ADMINISTRATION	338,544.80
K18000	ADMINISTRATION & ENGINEERING	492,011.70
K19000	ADMINISTRATION & ENGINEERING	297,563.09
K40000	CONTINGENCIES 1980	4,670.88
K48000	CONTINGENCIES	72,451.19
K49000	CONTINGENCIES	93,755.00
K84000	PORT BOND ADMINISTRATION	114,682.53
K84914	PORT BOND SALES	18,598.93
K92914	FLOOD CONTROL BONDS SALES	28,559.18
X61410	WAYS ON JOB TRAINING PROGRAM	287,425.46
X61460	INVEST CONST RECORDS SINUK-TISUK	23,247.27
X61611	HOONAH TRAFFIC SIGNS	.08
X61635	ACCUMULATE AG COSTS S-0681(3)	13,943.94
X61636	ACCUMULATE AG COSTS S-0681(4)	9,002.27
X61638	COMBUSTIBLE STORAGE CABINETS	39,322.51
X61639	SECURITY FENCE-STATEWIDE	85,553.70
X61642	PAVF SYSTEM EVALUATION ST-WIDE	152,063.29
X61648	ZIA CASE -LEGAL COSTS	3,366.15
X61650	ANNUAL REPORT	4,734.73
X61651	EQUIPMENT ACQUISITION FY 78	292,867.75
X61662	HEATING REPAIRS/STATE	70,192.95
X61664	PAINTING ST FACILITIES VARIOU	72,642.98
X61665	ROOF RENOVATIONS	45,988.09
X61670	FACILITIES & EQUIP UNORGANIZ-	3,942,141.34
X61671	PUBLIC INVOLVEMENT	482,502.71
X61672	INTERIM PLANNING PROG	1,099,250.27

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION -

PROJECT	TITLE	TOTAL COSTS
X61674	SALTWATER PIPING SYSTEM	340,586.96
X61675	MAINT VESSEL ELEC SYSTEM	96,304.26
X61680	MANAGEMENT INFO SYSTEM	9,110.00
X61681	AIRPORT LAND USE PLAN-STATEWID	3,603.34
X61682	NORTHWEST PIPELINE COORD	311.30
X61683	LOCAL TRANS PLANNING STUDY	7,033.66
X61685	SPECIAL GRAPHICS	10,266.69
X61686	COMPUTER APPLICATION	3,521.29
X61687	EXTERNAL REVIEW	3,288.04
X61689	PUBLIC TRANS-SYSTEM DEVELOPMNT	76,269.75
X61713	VESSEL SPARE PARTS SE	123,143.47
X61716	SE VESSEL PIPING REPLACEMENT	147,229.02
X61719	RAMP TRAFFIC CONTROL	400.00
X61723	SE VESSEL CARPET TILE REPLACE	150,000.00
X61725	TERM FACILITY MAINT VALD CORD	50,000.00
X61730	MARINE TRANS DATA COMM NETWK	97,610.01
X61746	PROJECTS CLOSED PR CONV/FMS	3,690,771.92
RGN TOTAL		31,456,698.16

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION \_

PROJECT	TITLE	TOTAL COSTS
H78007	CLARK BAY FERRY PSNGR SHELTER	34,392.75
H90633	KETCHIKAN PASSENGER TERM MOD	98,193.90
K31217	KAKE FERRY TERMINAL	16,346.43
X30004	METLAKATLA FERRY TERM UPGRADE	12,877.04
X61673	VESSEL SIDE DOORS & DECK SURF	303,688.93
X61702	S W CAR DECK LGHT & VENT SYS	59,983.75
RGN TOTAL		525,482.80

3/01/85  
R01-TBR-A652 (1817)

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES  
TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION -

PROJECT	TITLE	TOTAL COSTS
H01607 RGN TOTAL	EAGLE VOC ED ADD N	280,472.15 280,472.15

3/01/85  
R01-TDR-A652 (1817)

ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

TOTAL EXPENDITURES FOR NON-FEDERAL AID PROJECTS CLOSED WITHIN THE LAST THREE FISCAL YEARS  
REGION -

PROJECT	TITLE	TOTAL COSTS
FINAL TOTALS		556,739,010.60

1,662 RECORDS TO BE CLOSED