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Testimony

**State Representative Tim Hennessey
Pennsylvania House Transportation Committee**

I've been asked to advise the Committee of the circumstances surrounding the delay in completion of the demolition/reconstruction of the Caln Bridge (recently renamed the Kurt Strauss Memorial Bridge) over Route 30, on the east-side of the City of Coatesville, in Chester County.

The bridge was closed to traffic in May, 1992, to begin the demolition phase of the project. By the time I took office in January, 1993 the contractor, Primo Contracting, Inc., of Exton, appeared to have already fallen behind schedule, and constituent calls to my office urged that the State take action to get the project back on schedule.

I was surprised, even astonished, to be told repeatedly by PennDOT personnel that no steps could be taken to require immediate attention and catch-up work to be done, because the final "end-of-project" deadline was still many months away. Despite clear evidence which indicated that the final deadline would inevitably be violated, PennDOT maintained its "hands-off" policy almost to the bitter end.

I learned in mid-February, 1994, that with the "end-of-project" deadline of March 31, 1994 just six weeks away, PennDOT was seriously considering a request to extend the deadline. I had received numerous reports from business constituents who had been adversely impacted by the bridge closing that the contractor had repeatedly understaffed the work force at the bridge and had the employees who were assigned there work short shifts. Against that background, the idea of a gratuitous extension of the deadline seemed indefensible. My own site-visits with PennDOT's resident supervisory personnel several times showed no one at all from Primo working at the site.

Once PennDOT agreed to not extend the March 31st deadline, and threatened or withheld penalty monies from Primo, we saw more Primo workers spending more hours on the project and the bridge was finally finished by the July 4, 1994 holiday.

While perhaps some unforeseen problems developed which were beyond the contractor's controls, there seems to be no effort within PennDOT to plan ahead for those problems or to have contractors try to get ahead in the schedule to create a cushion. The fact is that PennDOT doesn't reward or even encourage it's contractors to get ahead in the schedule, or to finish projects earlier than the ultimate contract deadline.

Since another bridge on the same highway on the west-side of Coatesville was also scheduled to also be demolished and reconstructed, I started discussions with PennDOT/St. David's to assure that the east-side delays would not recur. While PennDOT has scaled down its expected down-time for the bridge (from 25 months to 13 months), the Department is still reluctant to incorporate intermediate deadlines into its contracts, reflecting expected time-frames for individual phases of the project. If they would do so, the threat of a financial penalty would provide a compliance mechanism to "persuade", or if necessary, to coerce a contractor to stay on schedule, or to get back on track if they've fallen behind. The primary intent would not be to collect penalties, but rather to keep contractors on track during the course of a project. The penalty provisions would be waivable by PennDOT where delays were not the contractor's fault. A secondary, but very important benefit of these intermediate deadlines would be the empowering of PennDOT to replace a non-performing contractor earlier in the process if it was believed that the problems were insurmountable.

There seems no justifiable reason why PennDOT should shrink from adjusting the format of its future contracts to include these intermediate deadlines. To do so would make everyone more aware of the need for continued progress on the project, and of the need to minimize the disruption in the daily lives of our citizens. It would also put PennDOT in a position of more control over these projects, and arm PennDOT with more options when the occasional problematic contractor is encountered.

Thanks for the opportunity to present these suggestions.