

# \$21 million extra asked on bridge

## Cost overrun sought by contractor on Key span

By RICHARD H. P. SIA

The state has received a \$21.3 million cost-overrun claim from the major contractor on the Francis Scott Key Bridge, the largest claim filed by builders in the span's brief, trouble-ridden history.

The claim, filed by Pittsburgh-Des Moines Steel Company, seeks the payment in addition to its original \$30.6 million contract with the state for construction of the bridge's superstructure. The cost-overrun claim represents more than two-thirds of the original contract amount.

The firm sent reams of documents to the Maryland Transportation Authority February 19, seeking the money for itself and three subcontractors, according to Robert Duval, the firm's general counsel. The original contract also included the subcontractors' work.

Details of the claim were divulged for the first time yesterday by the firm and state officials.

The Francis Scott Key Bridge, a state-run toll facility, spans the Patapsco River just north of the island of Fort Carroll, linking Hawkins Point and Sollers Point.

The final link in the Beltway around Baltimore, the 1.6-mile bridge and nearly 10 miles of approach road opened March 23, 1977—15 months after the last construction deadline and about 4½ years beyond the first deadline envisioned by state planners.

In 1968, the cost of building a bridge was estimated at \$96 million and officials had hoped to finish linking the Beltway in 1972.

Transportation officials said yesterday a "ball park figure" of the final bridge cost now is about \$145 million, including recently settled cost overruns added to the \$143.1 million figure announced when the bridge finally opened two years ago.

"Our basic claim arises out of delays that were out of our control," Mr. Duval said in a telephone interview from Pittsburgh.

"The whole thing started out with the site not being ready. And there were a number of other factors: the weather, labor strikes, accidents . . . it snowballed from the beginning," he said, explaining how the firm incurred heavier-than-anticipated expenses.

He added that construction of the superstructure then was accelerated on orders of the Transportation Authority.

William Huddles, chief counsel of the Department of Transportation, acknowledged the delays that made Pittsburgh-Des Moines Steel unable to adhere to the December 21, 1975, completion date set in its contract.

"The bulk of the money [claimed by the firm] is a result of the delay of actual commencement of construction by the superstructure contractor," Mr. Huddles ex-

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plained yesterday, saying that seven months passed before Pittsburgh-Des Moines could begin work.

"What they're saying to us is, 'Show us it's not the state's fault,'" Mr. Huddles said. "Some of the delay was the fault of the Transportation Authority, there's no doubt about that. But for that delay they're talking about, the substructure contractor was late."

Another major cost-overrun claim filed by builders of the bridge project, that of Balf Company, Savin Brothers, Inc., and Whaling City Dredge and Dock Company, also cited delays.

The firms, contracted to work on the bridge substructure and foundation, filed a \$10.1 million claim with the Transportation Authority on March 16, 1976, and after meetings with the state agreed to reduce their claim to \$5 million. It eventual-

ly was settled with the state paying \$1.75 million in 1978.

Another claim, filed in 1976 by Brewster-Coneco, a subcontractor on the causeway work, that sought \$689,173, also was settled, Mr. Huddles said.

For the current claim, Mr. Huddles said state officials will spend "at least six months" reviewing the "very voluminous, very complex claim" and conduct an "incurred cost audit" reflecting actual expenses of the bridge project.

Mr. Duval, of Pittsburgh-Des Moines Steel, said the firm maintains that it gave the state adequate notice that it was not going to meet the completion date agreed upon in the contract and should not be assessed "delay or liquidated damages."

Such damages would be collected by the state from the firm for each day construction extended beyond the contracted date of completion.