

DRB Recommendation

April 19, 2017

Ranger Construction Industries, Inc. & FDOT District Four

For Project

SR-710 Reconstruction from Pratt Whitney Entrance to Palm Beach/
Martin County Line

FPID: 432704-1-52-01, 432706-1-52-01

Federal Aid Project Number: N/A

Contract No. E-4P38

County: Palm Beach

Issue Statement

Is Ranger Construction Industries (RCI) Team entitled to additional costs incurred beyond the initial bid proposal for work associated with the construction of the signalization infrastructure as ultimately required of the construction contract?

Project Information

Type: Design Build **Contractor:** Ranger Construction Ind.Inc.(Ranger)

Original Duration: 688 days **Original Contract amount:** \$21,920,100.00

Scope of work: The improvements under this contract consist of the design and construction of a four lane divided highway with a 40-foot typical median, requiring complete reconstruction of the existing two lane roadway within the project limits, lighting, signage and striping.

Members of the Dispute Review Board

Joe Capeletti, Member

Matthew Michalak, Member

Ronnie Klein, Chairman

1. Summary of the Parties Positions

Ranger Construction Industries (RCI) is seeking entitlement for additional compensation for additional construction costs consisting of; (1) additional loops and conduit runs associated with the Advanced Dilemma-Zone detection System, (2) 60 foot high ITS poles for mounting of wireless Point-to-Point equipment and antennas, and (3) additional wireless Point - to -Point equipment and auxiliaries.

RCI contends they incurred additional costs by the Department's failing to identify specific contact information within PBC Traffic Division, under-detailing system requirements in the RFP knowing that they had considerable significant design criteria provided to them by the Maintaining Agency which was not included as reference material or as fundamental requirements to the contract RFP.

The Department disagrees, noting that the RFP requires coordination with PBC Traffic Division and had that coordination occurred prior to price proposal RCI would have received the information in question. The Department points out that RCI in their Technical Proposal exhibited a clear technical understanding of the wireless interconnect system, in addition to highlighting past experience in working with the PBC Traffic Division.

1.1 Summary of the Contractors position

Over the course of the Design Phase of the E4P38 contract, Ranger Construction's Industries (RCI) lead engineer, WGI, and its sub consultant partner Stanley Consultants, completed design of the signalization infrastructure required by the Design-Build RFP. Design including a new signalized intersection at SR 710 and Indiantown Road, incorporation of a Detection Control System (DCS - Dilemma Zone), and incorporation of a Wireless Communications/Signal Interconnect System along the SR 710 corridor. This process included extensive coordination with Palm Beach County (PBC) Traffic Division, the Maintaining Agency for the signal equipment.

During coordination efforts with the Maintaining Agency, it came to the attention of WGI and Stanley Consultants that the requirements, preferences and specifications requested by the Maintaining Agency had been provided to the Department in January 2014, over 1 month prior to the issuance of the Final RFP to Design-Build Firms (DBF) continuing forward to Phase II of the Procurement Phase.

Major Milestones from Design Build Schedule:

- Shortlist Consultants - February 17, 2014
- Issue Final RFP to DBF's continuing to Phase II - February 27, 2014
- Technical Proposals due - April 18, 2014
- Price Proposals due - May 28, 2014

Additionally, it is RCI's opinion that the elements included under Section P - Signalization Plans (Attachment 1), specifically the scope descriptions for the Advanced Dilemma-Zone Detection system and Wireless Point-to-Point bridges, were significantly under detailed in the RFP knowing that the Department had a considerable amount of significant design criteria provided to them by the Maintaining Agency, and chose not to include it as reference material or as fundamental requirements to the contract RFP.

Given the short duration associated with Design-Build Technical and Price Proposal preparation, RCI did everything within reason to estimate the proposed scope outlined under Section P - Signalization Plans of the RFP, including contacting members of PBC-Traffic Division (no contact information was provided in the RFP) with the understanding that the Department was in possession of pertinent requirements and specifications provided to them by the Maintaining Agency at the time the RFP was developed. The choice of the Department to not include this information to responding DBF's gives cause for RCI to pursue a supplemental agreement for costs incurred beyond the initial bid, for work associated with the construction of the signalization infrastructure ultimately included in the Released for Construction Plans and approved by the Maintaining Agency.

- A. Prior to Bid Proposal - Multiple members of the RCI Team coordinated with PBC-Traffic Division staff members both in Design and Construction to determine bid proposal items related to the RFP Signal Scope. Unfortunately, the RCI Team did not coordinate with the correct individuals whom

the Department coordinated with during the development of the RFP.

- B. September 25, 2014 - RCI Team members met w/ PBC-Traffic staff members to kick-off Design Coordination. During this meeting, the representatives from PBC-Traffic Division in attendance were still unsure of the specific requirements for the ATMS items. The PBC ITS Utility Coordinator in attendance followed up after the meeting, and after inquiring with other staff members within the PBC-Traffic Division. From that email (Attachment 2), it is brought to light that PBC-Traffic provided the RFP development consultant the requirements and specifications in January of 2014. Additionally, meeting notes (in form of email) were provided from a November 7, 2013 meeting between the Department, RFP development consultant and PBC-Traffic Division, in which it is stated that Giri Jeedigunta with PBC will coordinate PBC signalization requirements with the Department and the Department will include applicable details within the RFP/Contract Documents. Clearly, the commitment was met by the Maintaining Agency, however none of these commitments ever fully materialized or were followed through by the Department.
- C. November 6, 2014 - RCI Team members conduct a follow-up Design Coordination Meeting with PBC-Traffic staff members. As documented in the meeting minutes). Mr. Jeedigunta (now acting Traffic Director), again explained that a preliminary concept was developed by RuggedCom (now owned by Siemens) when the RFP was being developed. The preliminary concept included a Bill of Materials including 60 Ft poles and RuggedCom equipment. Preliminary concept provided by Siemens, dated 11/7/2013.
- D. May 8, 2015 - WGI Team members conduct additional follow-up Design Coordination Meeting with PBC-Traffic staff members. As documented in the meeting minutes (Attachment 6), at this time WGI Team members still were coordinating with Siemens representatives to determine the transmission and latency capacities of the proposed design. Shortly after that meeting based on Siemens recommendation, PBC-Traffic stipulated that they would require that all equipment be mounted on 60 Ft high poles with the exception of the SR 710 intersection with the Pratt Whitney Entrance located at the east end of the 'Roadway Project' limits.

As a result of the project changes and stipulations of the Maintaining Agency through the early stages of the Design Phase, the RCI Team's released for Construction Plans included increased quantities and increased costs associated specifically for the implementation of the Advanced Dilemma-Zone Detection system and Wireless Point-to-Point bridges for signalization interconnect, including the inclusion of:

- A. Additional loops and conduit runs associated with the Advanced Dilemma-Zone Detection System
- B. 60 Ft high ITS poles for mounting of Wireless Point-to-Point equipment and antennas
- C. Additional Wireless Point-to-Point equipment and auxiliaries

Throughout the development of the Design-Build RFP, it is clear to the RCI Team that the Department:

- A. Misrepresented the engineering work groups required of their own scope of services.
- B. As obligated, did not convey to responding DBF's the level of communication and coordination completed with the Maintaining Agency.
- C. Omitted vital contact information of representatives of the Maintaining Agency in which responding DBF's were required to coordinate with.
- D. Contrary to the Department's own guidelines for RFP development, specifically for ITS/ATMS systems, neglected to include a conceptual design and proprietary product criteria and specifications required by the Maintaining Agency for the requested improvements.
- E. Ignored prior commitments to the Maintaining Agency to include applicable details within the RFP/Contract Documents, even when provided the necessary information well in advance of issuance of the final RFP.

To not include the detailed system requirements and specifications in the Final RFP or subsequent 6 addendums that occurred during the three month timeframe between shortlist and bid, as 'Other Reference Documents' was a significant oversight by the Department. As previously stated, it is our opinion that RCI did everything within reason to estimate the proposed scope

outlined under Section P - Signalization Plans of the RFP during the Technical Proposal Phase. Upon completing the RFC Signal Component Plans and through continued coordination with the Maintaining Agency, it is very apparent that the Department significantly under-detailed the scope of work included in Section P - Signalization, and knowing that they were in possession of pertinent requirements and specifications provided to them by the Maintaining Agency at the time the RFP was developed and chose not to include them in the RFP or as Other Resource Materials Change is just cause for RCI to pursue a supplemental agreement for added costs associated with the additional signal equipment and auxiliaries not included in our original Bid Proposal.

1.2 Summary of the Departments Position

The Department contends that Ranger did not follow the referenced Contract Documents which provide contractually binding direction, and assign the contractually binding responsibility to Ranger for coordination, design and construction of the wireless communication system.

It is the position of the Department that the Contract Documents were not adhered to by Ranger and that Ranger made assumptions at the time it prepared its Price Proposal resulting in its under estimation of the wireless communication scope.

The Specifications identify the process for preservation of claims that was not followed by Ranger.

Ranger in presenting the Wireless Communication Scope dispute to the Department has not provided any written correspondence as evidence that it received any guidance contrary to the requirements of the Contract or that any changed or differing conditions were encountered.

The ultimate scope of the wireless communication system as depicted in the Released for Construction Signalization Plans meets the requirements of the Contract Documents and is evidence that upon effective coordination Ranger was capable of meeting the requirements of the Contract without any modification or changes.

The RFP Section VI. P. Signalization Plans provided to Proposers at the time of Contract advertisement on December 23, 2013 included direction that The Design-Build Firm shall prepare Signalization Plans in accordance with Department criteria and shall coordinate with Palm Beach County Traffic Division. Further it states the wireless point-to-point bridges including all appurtenances for traffic signals listed will be fully integrated with the existing communications fiber at SR 710 / PGA Boulevard.

Ranger's Expanded Letter of Interest (ELOI) submitted to the Department prior to award of the Contract commits to ensure Palm Beach County Traffic Division's (PBCTD) requirements are met. Ranger's Technical Proposal submitted to the Department prior to award of the Contract commits to ensure Palm Beach County Traffic Division's (PBCTD) requirements will be met.

Ranger's Contract Plans recognize the responsibility for coordination and approval with PBCTD and Siemens prior to purchase of the signalization wireless broadband system equipment.

Ranger's Lump Sum Bid is to include completing the scope of work detailed in the Contract for which the wireless broadband communication point-to-point bridges are specifically identified.

Ranger by submission of its proposal provided prima facie evidence of its review of the Contract Documents and the conditions to be encountered on the project. This investigation of the conditions to be encountered should have identified the height of the existing trees inside of the line-of-sight and Fresnel zone between the point-to-point bridges that would have required the utilization of the 60 foot CCTV poles that were ultimately included in Ranger's released for Construction Signalization Plans.

Ranger has not to date provided the Mandatory Claim Records required in accordance with the Design Build Division I Specification Sub article 5-12.1 (Exhibit 7) and Specification 5-12.7 (Exhibit 8). Failure to meet the requirements of the Design Build Division I Specifications Sub article 5-12.1's procedures for preservation, presentation and resolution of the claim constitutes a full, complete, absolute and irrevocable waiver of any right to additional compensation for the wireless communication system issue.

1.3 Summary of the Contractors Rebuttal

The DRB has already determined the Contractor has met the requirements of the Specifications for timely notice. However, the Department is claiming RCI did not meet the requirements of the Specifications for preservation, presentation and resolution of the claim.

Specification 5-12.1, as outlined by the Department, "When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

Specification 5-12.2 clearly specifies the time frame required for the submittal of full and complete claim documentation as within 180 calendar days after final acceptance. Failure or not to provide mandatory claim records per Specification 5-12.7 is not a condition precedent to bringing formal claims resolution against the Department. As determined by the Board, the Department was timely noticed and afforded the opportunity to track the extra work.

As discussed in the RCI Team's DRB Position Paper submitted on March 15, 2017, the Signalization scope was not only under detailed but misrepresented. The E4P38 advertisement included

only FDOT work group qualification 7.3 (Signalization), and made no reference to the highly specialized engineering work groups

6.3.1(Intelligent Transportation System Analysis and Design),
6.3.2(Intelligent Transportation System Implementation),
6.3.3(Intelligent Transportation Traffic Engineering System
Communications)

that would ultimately be required of the contract. Additionally, no ITS or ATMS section was included in the RFP, nor were ITS/ATMS or Signal Concept Plans provided as 'Other Reference Documents'. The wireless communication system is very much an ITS or ATMS system, and as stated in the Department's own D-B RFP Development Guidelines, requires additional criteria and specifications to be provided due to the natural complexity and specificity of its application. The RFP included a very brief and vague description of the work to be completed and included it in the Signal Design section and neglected to include an ITS section altogether. Department projects which include ITS/ATMS elements, are normally presented in great detail in the issued Scope of Services or RFP, and typically, are always accompanied by Concept Plans and/or a technical memo outlining Minimum ITS Technical Requirements, neither of which were included with this RFP.

This design, as presented in the RCI Team's Tech Proposal, is what was "anticipated", however, following the Tech Proposal, additional coordination with the PBC-Traffic Signal Group while preparing the bid proposal led the RCI Team to quantify a design that represented PBC's requirements as we understood them from those discussions.

The RCI Team would disagree that this point would relieve the Department of providing sufficient and project specific information (which had already been transmitted to the Department by the Maintaining Agency) to the participating D-B-Firms, and as stipulated in the Department's own D-B RFP Development Guidelines. Additionally, this point would not relieve the Department of disseminating all prior coordination prior to advertisement with a Maintaining Agency with approval authority which could affect the ultimate close-out of this construction contract.

Written documentation was not created. All correspondence/coordination was completed verbally. The RCI Team would disagree that this point would relieve the Department of providing sufficient and project specific information (which had already been transmitted to the Department by the

Maintaining Agency) to the participating D-B-Firms, and as stipulated in the Department's own D-B RFP Development Guidelines. Additionally, this point would not relieve the Department of disseminating all prior coordination prior to advertisement with a Maintaining Agency with approval authority which could affect the ultimate close-out of this construction contract.

In the RCI Team's opinion, without this preliminary design information and detailed list of requirements from the Maintaining Agency, it would impossible to design the RFC'ed ATMS system within the 2 months available to complete the project's Technical Proposal, understanding that it took nearly 18 months to RFC final Signalization Plans following NTP (which included close coordination with the Maintaining Agency). The Ranger Team would disagree that this point would relieve the Department of providing sufficient and project specific information (which had already been transmitted to the Department by the Maintaining Agency) to the participating D-B-Firms, and as stipulated in the Department's own D-B RFP Development Guidelines. Additionally, this point would not relieve the Department of disseminating all prior coordination prior to advertisement with a Maintaining Agency with approval authority which could affect the ultimate close-out of this construction contract.

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On 3/9/2015 an email from the RCI Team to the Department clearly indicates scope items that were unclear and resulting in elements of the ultimately coordinated final design that were not included in the price proposal. In the design tech memo prepared on 12/15/2015 (Signal/ATMS Scope Memo) to the Department, the RCI Team explicitly indicates that there is just cause for the D-B-Firm to pursue a change order for the specific scope items the RCI Team felt were not detailed in the RFP and

subsequently not included in the bid. In February 2016, in multiple Construction Progress Meeting Minutes, the dispute is clearly summarized.

Once additional coordination with the Maintaining Agency was completed following NTP, it was clear that the Maintaining Agency would only approve the design and layout that was previously communicated to the Department prior to advertisement. To control both internal costs and project schedule, the Ranger Team proceeded with implementing the Maintaining Agency's design and layout. The Ranger Team would disagree that this point would relieve the Department of providing sufficient and project specific information (which had already been transmitted to the Department by the Maintaining Agency) to the participating DB-Firms, and as stipulated in the Department's own D-B RFP Development Guidelines. Additionally, this point would not relieve the Department of disseminating all prior coordination prior to advertisement with a Maintaining Agency with approval authority which could affect the ultimate close-out of this construction contract.

1.4 Summary of the Departments Rebuttal

Over the course of the Design Phase of the E4P38 contract, Ranger Construction's Industries (RCI) lead engineer, WGI, and its sub consultant partner Stanley Consultants, completed design of the signalization infrastructure required by the Design-Build RFP. Design included a new signalized intersection at SR 710 and Indiantown Road, incorporation of a Detection Control System (DCS - Dilemma Zone), and incorporation of a Wireless Communications/Signal Interconnect System along the SR 710 corridor. This process included extensive coordination with PBC-Traffic Division, the Maintaining Agency for the signal equipment.

Ranger met most of its contractual requirements to complete the design of the signalization infrastructure required by the Request for Proposal (RFP). However, Ranger failed to meet the key contractual obligation to perform coordination with Palm Beach County Traffic Division (PBCTD) prior to the submission of its Price Proposal. Ranger failed and continues to fail to provide any documented evidence of its required coordination

with PBCTD prior to submission of its Price Proposal. At no time during Ranger's initial design coordination was Ranger provided any guidance pertaining to the wireless broadband signalization communication system from PBCTD.

The Contract Documents require coordination by the Design-Build Firm (Ranger). The contention by Ranger that it performed "extensive coordination" is immaterial and only confuses the issue since the "extensive coordination" was conducted too late.

Ranger's Technical Proposal includes a section entitled Design Coordination Plan Minimizing Design Changes. As stated within the section, Ranger commits to performing external coordination that will focus on Palm Beach County and that a key component to the success of the project is the constant coordination during the design phase.

Ranger had an obligation to examine the Contract Documents and the site of the proposed work carefully before submitting a proposal for the work contemplated in accordance with the Division I Design-Build Specifications § 2-4 Examination of Contract Documents and Site of Work (Page 12 Of 119) and the RFP Section I. A. Design-Build Responsibility (Page 3 and 4 of 69) which states, "*Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the Department's Project Manager*". At no time has Ranger identified any changed conditions to be encountered on the project. The heights of the existing trees and existing vehicular traffic within the line-of-site and Fresnel zone necessitating the use of the 60 foot tall CCTV poles for antennae mounting existed at the time the price proposal was submitted. There have been no changes to the conditions to be encountered and no changes to the RFP's requirement regarding the wireless broadband signalization communication system or advanced dilemma zone detection.

Ranger had an obligation to provide questions to the Department prior to the submission of its Price Proposal in accordance with Division I Design-Build specifications § 2-4 Examination of Contract Documents and Site of Work. Ranger did not submit any bid questions in accordance with the procurement process and

Specification for the Wireless Broadband Signalization Communication System or Advanced Dilemma Zone Detection.

Ranger's position summary opening states the genesis of the disputed issue occurred during the Design Phase. Ranger is directed by the RFP Section V. X. Design Issue Escalation (Page 31 and 32 of 69) to follow the Design Issue Escalation process for design questions or design conflicts that occur during design. The Department's CCEI identified the RFP's Design Issue Escalation process in its response to an email from the Design-Build Team's Engineer of Record (WGI) on March 18, 2015. Ranger failed to follow this RFP direction for this issue. Ranger was aware and did adhere to the direction of the Design Issue Escalation process during the revision of the project's typical section package and pavement design. Ranger's attempt to identify the claim as a construction issue is a misrepresentation of the dispute.

During coordination efforts with the Maintaining Agency, it came to the attention of WGI and Stanley Consultants that the requirements, preferences and specifications requested by the Maintaining Agency had been provided to the Department in January 2014, over 1 month prior to the issuance of the Final RFP to Design-Build Firms (DBF) continuing forward to Phase II of the Procurement Phase. For reference please see below for the major milestones associated with the procurement of this Design-Build Contract.

Therefore, the RFP provided the information which allowed Ranger to include additional details in their Technical Proposal. Ranger's Technical Proposal demonstrated an understanding of the necessary requirements for their Signalization Engineer of Record to deliver the Signed and Sealed Signalization Plans, which included an Advanced Dilemma Detection Zone System and Wireless Signal Interconnect System. The Released for Construction Signalization Plans were completed by Ranger's Team, and through the contractually required coordination, all work was accepted by PBCTD.

Ranger's Team had an opportunity during development of both their Technical and Price Proposals to submit questions during the procurement phase, but did not utilize this process. The Ranger Team also did not utilize the design issue escalation

process post-contract award, which was governing at the time the issue was initially presented to clarify the scope for any design element, any ambiguities in the RFP, Contract Provisions, or concerns with the contractual requirements as stated and executed.

No questions were asked, no escalation was pursued.

The disputed issue is neither a Construction Issue nor an issue with the RFP. The issue is an error by Ranger in its calculation of the Wireless Broadband Signalization Communication System at the time it submitted its Price Proposal.

The Contract RFP, Ranger's Technical Proposal and the Ranger's Price Proposal are binding Contract Documents as executed. *Additional compensation is not justified as the signalization contract scope was defined in the RFP, acknowledged by the Design Build team in pursuit documents, and has remained unchanged since contract execution.*

2. Key findings and Analysis of facts

* The dispute at hand is a design issue that resulted in potential additional costs during the construction phase.

* RCI stated they did not receive specific contact information in the RFP and this hindered their ability to make contact with the proper knowledgeable individuals at the PBC Traffic Division Office.

* RCI's lead design engineer stated they did make a preliminary phone contact with PBC Traffic Division sometime prior to submitting their Technical Proposal. This contact did not result in RCI receiving any preliminary design or hardware expectations from the county.

* RCI assembled a rough conceptual design in conjunction with their signal subcontractor and design team without the benefit of input from PBC Traffic Division engineers prior to their Price Proposal submission.

* Ranger acknowledged that it was familiar with BPCTD's and FHWA's design preferences having worked with them on other projects.

* Approximately four months after price proposals were submitted, RCI's lead designer sent an email to PBC Traffic Division introducing themselves as the lead designer on the wireless interconnect project and asking does PBC have any equipment requirements or preferences. This introduction was answered and resulted in Ranger receiving preliminary design and equipment requirements in a timely manner.

* RCI contends that as a result of the project changes and stipulations of the Maintaining Agency through the early stages of the Design Phase, the RCI Team's released for Construction Plans included increased quantities and increased costs. Specifically for the implementation of the Advanced Dilemma-Zone Detection system and Wireless Point-to-Point bridges for signalization interconnect, including the inclusion of:

Additional loops and conduit runs associated with the Advanced Dilemma-Zone Detection System.

60 Ft high ITS poles for mounting of Wireless Point-to-Point equipment and antennas

Additional Wireless Point-to-Point equipment and auxiliaries.

* The department contends it is an RFP requirement for RCI to coordinate with PBC Traffic Division and RCI didn't make proper contact until after the Price Proposal.

4. DRB Recommendation

The Board understands this dispute may have been avoided if the Department had included PBC Traffic Division's preliminary design and equipment information as an attachment to the RFP and/or RCI had performed additional coordination with PBC Traffic Division prior to submitting its price proposal.

However it does not preclude RCI's obligation under the RFP to coordinate with the PBC Traffic Division. When asked in the Hearing to define their interpretation of "coordinate" with regards to the RFP, RCI's lead designer basically stated it

meant to give PBC Traffic Division what they wanted with regard to design and equipment.

When RCI's lead designer sent his initial introductory email to PBC Traffic Division in September 2014 approximately 4 months after the Price Proposal was submitted the RCI team received a timely reply with the requested information. This information allowed the RCI team to work along in close coordination with PBC and the Department to produce RFC plans meeting the original requirements of the RFP.

The RCI team has stated they were cost impacted in the following areas during construction.

- Additional loops and conduit runs associated with the Advanced Dilemma-Zone Detection System.

- 60 Ft high ITS poles for mounting of Wireless Point-to-Point equipment and antennas.

- Additional Wireless Point-to-Point equipment and auxiliaries.

RCI failed to provide evidence to the DRB that the signalization infrastructure design upon which it based its price proposal would have met the requirements of the Department's RFP and RCI's technical proposal without adhering to the stipulations of the PBC Traffic Division for the signalization infrastructure.

The RCI Team stated they felt the PBC Traffic Division would not have been receptive to any changes to what PBC Traffic Division wanted. RCI expressed the greatest additional cost was with the 60 FT poles but did not pursue the survey and design analysis to allow themselves to dispute whether the 60 FT height requirement was a matter of PBC Traffic Division preference or actual engineering design requirement.

The RCI Team knowing that the PBC Traffic Division design and equipment requirements would significantly drive the design made only a cursory attempt at coordination with PBC Traffic Division prior to the submitting of their Price Proposal.

Based on the information received in the Position Papers, Rebuttals and the information presented at the Hearing, the Board does not recommend entitlement on this issue.

This Recommendation is the unanimous decision of the members of the Dispute Review Board.

Submitted by and for Date of Determination: April 17, 2017

A handwritten signature in blue ink, appearing to read "R. Klein", is written on a light blue background.

Ronnie Klein, Chairman

Joe Capeletti, Member

Matthew Michalak, Member