



Consolidated Engineering, Inc.  
P.O. Box 701  
Valley Springs, CA 95252

Brett Bollinger, Senior Trails Manager  
City Of Folsom  
50 Natoma Street  
Folsom Ca. 95630

RE: Bid Protest Response  
Project: Mangini Ranch Class 1 Trails Project PK2219

In response to the bid protest submitted by Dutch Contracting Inc, on June 17, 2025, (email submission by the City of Folsom) CEI can factually falsify all accusation made by Dutch Contracting and provide the information necessary to confirm CEI is qualified to successfully complete this project per the City of Folsom spec section:

Section 2.07. Competency of Bidders.

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract. If required by the Special Provisions, a statement of experience and business standing, together with that of particular Subcontractors that were designated in the Bid, shall be submitted on a City-provided form by the three (3) apparent low Bidders within seven (7) Calendar Days after the opening of Bids. Bidders in contention for contract awards may be asked to attend a post-bid interview. To determine the experience of a Bidder, the City will consider any relevant evidence that the Bidder, and/or its personnel, has satisfactorily performed on other contracts of similar nature and magnitude or difficulty.

**False Accusations made by Dutch Contracting:**

1. **"Based on our research, this project would be the largest undertaken by Consolidated Engineering Inc. to date."** This is False, CEI's largest project to date is with the city of Pittsburg and the current contract amount to date is \$3,825,342.25 City of Pittsburg PM Savon Reese 925.597.9995 this project is well ahead of schedule. CEI also has many references for multiple projects available upon request. (Attachment A)
2. **"Their previous contract—Willow Creek Bridge (bid date: February 8, 2024) for Amador County—was awarded at just under \$2 million."** This is false CEI's original contract bid award amount was not "just under \$2 million" the contract amount is \$2,466,295.60 (Attachment B)



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3. **"Reports indicate that the contractor is significantly behind schedule, struggling to meet contractual requirements, and facing liquidated damages of \$6,300 per calendar day."** This is false, the project is behind schedule, but not due to CEI's lack of management. The project had an already accelerated schedule to begin with. There were multiple issues with the engineering and design on the engineering side that CEI had to work through. Multiple RFI's that took an extended amount of time to get returned. The culvert portion of the project that was supposed to start early spring of 2024 was just finalized last month. the county and CM firm "UNICO" suggested we not push forward into winter after the numerous design and engineering issues due to the potential fines and worries from the water board, so it was a unanimous decision to postpone the project through the winter and start the project in June of 2025 which we have done so. The project is now ahead of our original projected workday window and is expected to be complete by October 2025 County of Amador reference Jeff Christman 209.223.6249 (Attachment C)
4. **"Additionally, at least one subcontractor has sought and been granted contract relief due to mismanagement."** This is false, the only subcontractor that has sought to be granted relief from their contract decided to close their business (Big B Construction) Big B came to us in November of 2024 and said they would not be able to fulfill the manpower obligations to complete the project so they recommend we substitute a new contractor to fulfill their contract obligations, which CEI has done. I have written and signed documents proving this to be true from the contractor Big B, and the county of Amador. Brian Ericson (president of Big B) 209.996.4085 this is a clatrans spec, federally funded project so CEI cannot relieve contractors for just any reason. Big B has since closed their business. All documentation can be provided upon request (Attachment D and E)
5. **"The project now risks extending into a third season due to delays before the next winter moratorium in October 2025. County of Amador: 209 223-6377 or email: [dwhitaker@amadorgov.org](mailto:dwhitaker@amadorgov.org) "** this is False, we are on schedule to finish well within our contract days (CPM schedule can be provided upon request) (Attachment F)



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**Dutch Contracting Failed to properly submit Bid protest:**

Per the City of Folsom project specifications Dutch Contracting did not submit the bid protest against Consolidated Engineering Inc correctly. The spec reads:

**Section 2.18. Bid Protests**

As set forth in the Resolution of Disputes Regarding the Bidding Process form to be included with the bids, any Bidder may file a protest against the award of the Contract to any other

D. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, **to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest**

**GP-16**

G. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings

As of 6/19/2025 (past specified time and date to file a bid protest for this project) CEI did not receive the bid protest from Dutch contracting. CEI also believes no other reasonable prospective bidders received this protest. We do not have proof to confirm this just speculation based on how the protest was transmitted to CEI. CEI has only received a forwarded email from Brett Bollinger (city of Folsom). Per the specification 2.18 bid protest section D. **the bid protest should have been submitted by Dutch Contracting to CEI and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest. For this reason, we believe the protest submitted by Dutch Contracting should be rejected as it was not submitted per the City of Folsom Specifications.**



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### **Conclusion:**

CEI has been established for over 9 years in the heavy civil industry and exclusively in the public works sector for over 5 years. CEI has worked with the same bonding company (USI Insurance Services) since our first public work project at SMF international airport in 2020. CEI has never had a bond claim in the history of the company. CEI can provide over 100 references for successfully completed projects in the past 5 years. We believe Dutch Contracting is disappointed they are not the lowest responsible bidder and are using this protest as a last-ditch effort attempt to have the lowest responsible bid from CEI withdrawn. Which in the end was an act of poor sportsmanship from our perspective. This would end up costing the City of Folsom and public taxpayers a significantly higher cost and would be a disservice to the public.

### **Legal Authorities:**

"These considerations must be evaluated from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder. 'It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.' [Citation.]" ( *Ghilotti*, *supra*, [45 Cal.App.4th pp. 908–909](#), [53 Cal.Rptr.2d 389](#).)



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(A)

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**CITY OF PITTSBURGH**  
**ENGINEERING DIVISION**

**Contract Change Order No. 3**

Contract No.: 2029 Title: Zone 4 Pavement Management

Contractor: Consolidated Engineering Inc.

The above Contract has been modified as specifically stated herein. In all other respects, the Contract remains unaltered. The following change(s) is/are to be made to the Contract Documents:

Perform work as described in Exhibit "A".

Justification for Change: (Additional sheet attached)

Original Contract Amount: (Base Bid)		\$	3,199,734.48
Prior Approved Change Order(s)		\$	585,980.11
Contract Amount To Date		\$	3,785,714.59
Amount This Change Order		\$	39,627.66
<b>NEW CONTRACT AMOUNT</b>		<b>\$</b>	<b>3,825,342.25</b>
Original Contract Calendar Days			90
Days on Prior Approved Change Order(s)	<Plus>		21
Total Calendar Days To Date			111
Days This Change Order	<Plus>		0
<b>NEW CONTRACT DAYS</b>			<b>111</b>

Such descriptions and details required to amplify this change order are attached and incorporated herein by reference. Said attachment contains 1 page(s).

City and Contractor mutually agree that the payments and agreements herein are undisputed unless otherwise stipulated. For and in consideration of the payments and agreements herein, to be made and performed by City, Contractor agrees to release all claims against the City arising by virtue of work added, deleted, or otherwise changed and the related payments and agreements thereto as set forth herein.

**STAFF RECOMMENDATION**

Associate Engineer \_\_\_\_\_ Date \_\_\_\_\_

Public Works Director/City Engineer \_\_\_\_\_ Date \_\_\_\_\_

**CHANGE ORDER APPROVAL**

City

Contractor: Consolidated Engineering Inc.

City Manager \_\_\_\_\_ Date \_\_\_\_\_

Authorized Agent \_\_\_\_\_ Date 6/4/2025  
Title Project Manager



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Bid No. 23-30  
Job Title Carbondale Road Bridge Replacement Project

NOW THEREFOR, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows

**Article I. The Work**

Contractor shall provide, furnish and perform all necessary permitting and support services, construction, clean-up and all other building services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by the County, if any) and all necessary supervision, labor, and services required for the complete construction and all necessary installation, start-up and testing required for the Amador County **Carbondale Road Bridge Replacement Project**, as more particularly described in the Contract Documents (hereinafter, the all-inclusive obligations of Contractor set forth in this sentence shall be referred to as the "Work")

**Article II. Contract Time**

- 2.1 Contractor shall begin the Work within fifteen (15) calendar days after receipt of a Notice to Proceed from County's Project Manager, and shall diligently prosecute the Work to completion in strict accordance with the Contract Documents.
- 2.2 Contractor shall carry out the Work at all times with the greatest possible dispatch and complete the entire Work under this Contract within the working days set forth in the Contract Specifications (the "Completion Date").
- 2.3 The County and Contractor recognize that time is of the essence of this Contract and that County will suffer financial loss in the form of lost revenues, contract administration expenses, and other expenses if the Work is not completed within the time specified in paragraph 2.2 above, plus any extensions allowed in accordance with the Contract Documents. Contractor and the County agree that because of the nature of the Work, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County because of a delay in completion of the Work.

Accordingly, the County and Contractor agree that Contractor shall pay the County liquidated damages in accordance with the Contract Specifications.

- 2.3 Liquidated damages for delay shall only cover and be in lieu of the actual damages suffered by the County as a result of delay referenced above. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, cost of temporary replacement facilities, damages suffered by others who then seek to recover their damages from the County (for example, delay claims of other contractors or subcontractors), and defense costs thereof.

1

**Article III. Contract Price**

- 3.1 The County shall pay Contractor for performance of the Work a fixed price in the amount of **\$2,466,295.00**, subject to additions and deductions by Change Order as provided in the Contract Documents. Such fixed price sum is referred to as "Guaranteed Maximum Price" or "G.M.P." and shall constitute the Contract Price.





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Amador County Department of Public Works  
810 Court Street,  
Jackson CA 95642  
www.amadorgov.org • 209.223.6429

110 Blue Ravine Rd, Suite 101  
Folsom, CA 95630  
www.unicoengineering.com • 916.900.6623

June 3, 2025

Letter No.: 04 | Via Email

Blake Ehlers, Project Manager  
Consolidated Engineering Inc.  
P.O. Box 701  
Valley Springs CA. 95252

**RE: County of Amador – Willow Creek Bridge Replacement Project at Carbondale – BRLO-5926(055)  
Resume Contract Work**

Dear Mr. Ehlers

As discussed during the weekly meetings, the project suspension authorized on October 14, 2024, will end, and project activities and contract working days will resume on June 9, 2025. In accordance with section 8-1.06 of the Conformed Special Provisions, please consider this letter as written authorization for Consolidated Engineering Inc. to resume work on **Monday, June 9<sup>th</sup>, 2025.**

The Contractor is to provide notification of required construction activities in accordance with the contract provisions and applicable permits. This includes, but is not limited to, biological surveys, training, and initial ground disturbance.

If you have any questions or comments concerning this matter, please feel free to contact me at (209) 559-1907 or by email at lsmith@unicoengineering.com at your earliest convenience.

Sincerely,

Lacey Smith  
Resident Engineer

CC: RV, JC, LS, EP, CarbondaleRdBridge



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May 5, 2025

Brian Erickson  
Big B Construction, Inc.  
PO Box 700  
Valley Springs, CA 95252

RE: Willow Creek Bridge Replacement at Carbondale Road: Substitution of Subcontractor Request

Attachments:

1. Revised Redlined BBCI Subcontract Agreement
2. BBCI Pricing Due To Suspension of Carbondale Bridge Contract Letter

Dear Mr. Erickson,

Pursuant to our preliminary conversations in about the project suspension/winding down to dissolution of Big B Construction, Inc. (BBCI), Consolidated Engineering, Inc. (CEI) offers to void the remaining work not performed on the Subject Project from BBCI's current subcontract agreement between themselves and CEI.

Signature of this letter voids all remaining contractual obligations to BBCI as CEI's subcontractor on the Subject Project for all future remaining scope, materials, labor, equipment, submittals, insurance, mobilization, etc. This would not void BBCI from warranty work or any prior subcontract agreement or contractual obligations remaining on anything installed by BBCI on the Subject Project under the original contract per the original contract and subcontract agreement. All remaining scope of work on bid item scope that have not started yet will be performed by a separate contractor under a new subcontract agreement. Subcontract agreement has been redlined and modified below to show these changes.

If acceptable to BBCI, please sign this letter approving the modifications of the original subcontract agreement as shown.





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P.O. Box 701  
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Sincerely,

Consolidated Engineering Inc.

*Blake Ehlers*

Blake Ehlers, Project Manager

Dated: 05/05/2025

CONTRACTOR:

Casey Curtin

By [Signature]  
(Name)

Consolidated Engineering, Inc.

P.O. Box 701

Valley Springs, CA 95252  
(Address)

1013580  
(Contractor's License No.)

(E)

Dated: 5/6/25

SUBCONTRACTOR:

Dori Erickson

By [Signature]  
(Name)

Big B Construction, Inc.

P.O. Box 700

Valley Springs, CA 95252  
(Address)

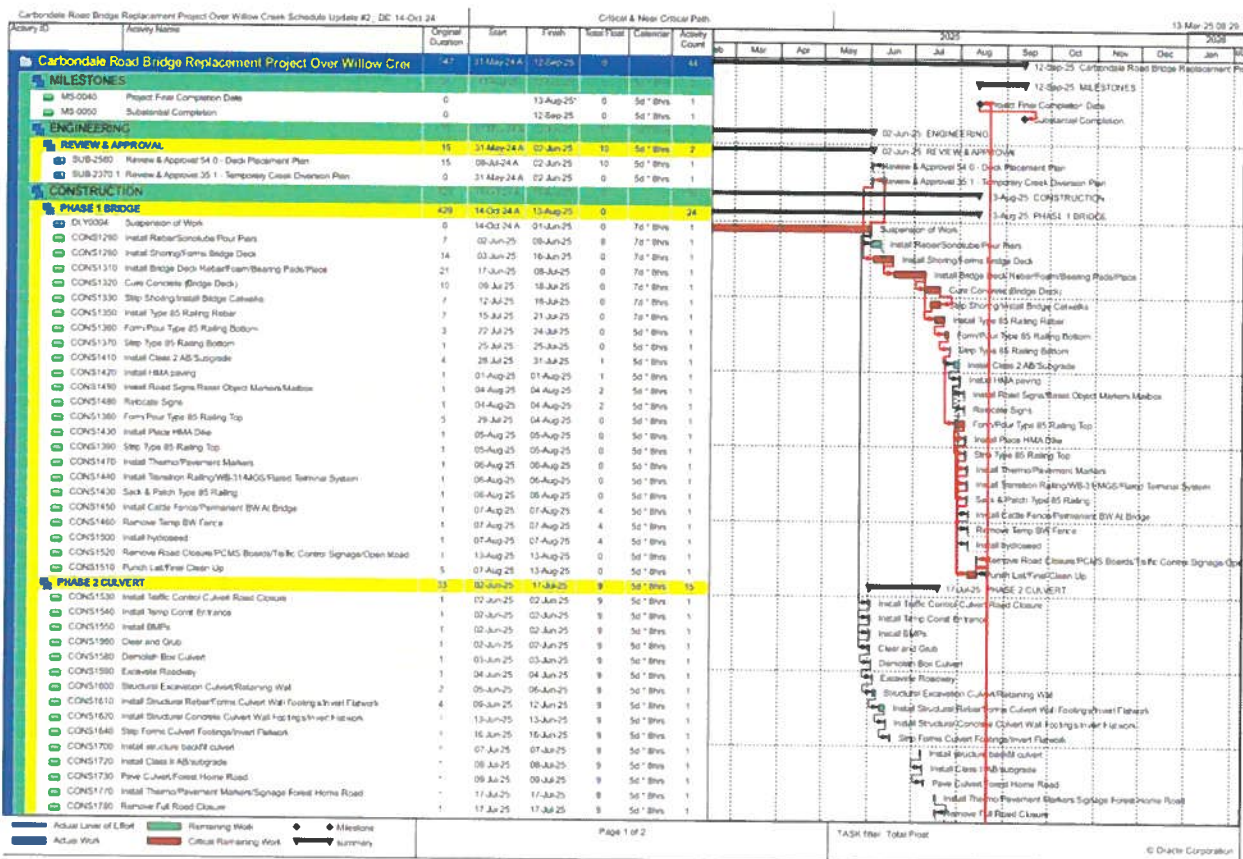
799357  
(Contractor's License No.)

Signature's above prove as written consent by Small Business Subcontractor BBCI on the Subject Project for utilizing a separate subcontractor to complete remaining scope of work originally under BBCI's subcontract agreement modified and attached below to show the scope of work that has been completed by BBCI on this project.



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(F)



6/19/2025

Casey Curtin

President

Consolidated Engineering Inc.

P.O. Box 701

Valley Springs Ca. 95252

[Casey@conenginc.net](mailto:Casey@conenginc.net)

925.752.5366