



Contra Costa County
**Public Works
Department**

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August 4, 2026

UPS Overnight: 1Z9703141398605536 **Email:** wknudson@dynamoconstruction.com

Dynamo Construction
Attention: William Knudson, Owner
1640 School St., Suite 101F
Moraga, CA 94556

Re: Your Firm's Appeal Letter Dated 7/29/2026
Robert I. Schroeder Bridge Rehabilitation Project
Project No.: 7486-6X5240

Dear Mr. Knudson:

This responds to your July 29, 2026 appeal letter, which was sent in response to the July 22, 2026 letter from our department. Our letter notified your firm of our determination that your bid was non-responsive for failure to comply with the County's Outreach Program and of our intention to recommend that your bid be rejected and that the contract for this project be awarded to the second bidder, Disney Construction Inc. ("Disney").

In your letter, you asked that the Board grant your appeal by waiving the time requirements for the Outreach Program steps and by awarding the contract to your firm. Specifically, you asked the Board to excuse your firm from having sent written notices to subcontractors, suppliers, etc. two days late—eight days before bid opening instead of the ten days before bid opening required in the project specifications (Indicator 5).

As I understand your letter, your request is directed to the Board of Supervisors, not to our department. When the Board considers the award of a contract for this project on August 11, 2026, you may present your request to the Board and refer to your letter.

In the meantime, I have decided to analyze and respond to the merits of your appeal. As explained below, after carefully reviewing your July 29 letter and arguments, I have concluded that your appeal is without merit, that our department's original determination was correct, and that granting your appeal would be inconsistent with the Outreach Program and the Outreach steps performed by other bidders (i.e., Disney).

In your firm's July 29 letter, you did not dispute that your firm sent late notices to subcontractors (July 6 instead of July 3 or 4) and did not submit any evidence refuting our department's GFE scoring (70 of 75 required points) and determination of non-responsiveness points. In fact, your letter states "We accept every finding in the July 22

letter – the deficiencies identified were our shortfalls and we take full responsibility for them.” That alone would require the denial of your firm’s appeal.

Instead of submitting evidence, your firm offered as an excuse that the notices you sent out late on July 6 would have been received at the same time as notices sent out on July 3 or 4. That actually is speculation because it is likely that notices sent out on July 3 or 4 would be received on those days, whereas notices sent out on July 6 would be received July 6 at the earliest.

Another excuse or argument made by your firm is that you should be excused from Outreach Program requirements because your firm is a local firm and because you are utilizing an MBE or DBE subcontractor. That argument is contrary to the project specifications, which require that **all** bidders comply with the Outreach Program (GFE) requirements, including the following:

“You are required to take specific actions to outreach to said business enterprises for participation in the execution of the work to be done under this contract and document these ‘good faith efforts’.” (Special Notices.)

“The Outreach Program is set forth herein. Bidders should be fully informed of this program. ... Failure to comply with the County’s Outreach Program may render the bid non-responsive.” (Special Provisions, Sect. 2-1.20)

“Failure to include supporting documentation of a good faith effort and failure to achieve a minimum of 75 out of 100 Good Faith Effort evaluation points may render the bid non-responsive and may result in its rejection. Adequacy of bidder’s good faith effort will be determined after consideration of the indicators of good faith as set forth below.” (Same.)

“The award of a contract will be to the lowest responsive, responsible bidder whose proposal complies with all requirements prescribed herein. This includes compliance with the required Outreach Program. A positive and adequate demonstration to the satisfaction of the Board of Supervisors that a good faith effort to include MBE/WBE/OBE/SBE/LBE subcontractors’ participation was made is a condition for eligibility for award of the contract.” (See Special Provisions, Sect. 2-1.20(6)).

By focusing only on the written notices sent out late to subcontractors, your firm’s appeal has ignored another major deficiency—that your firm failed to follow up with all subcontractors, as required by the project specifications. According to your firm’s GFE documentation, your firm followed up with only one of the 30 subcontractors to whom written notices were sent and no notices were sent to 10 of the 11 subcontractors that your firm “followed up” with. The combination of written notification and follow up is a core requirement of the Outreach Program and is intended to ensure that subcontractors have a fair chance to submit bids for a project by giving them a notice and a reminder. Your firm’s undisputed failure to comply with that core requirement justified our

determination of non-responsiveness and the failure to address it in your appeal would also require the denial of your firm's appeal.

Having put this project out to bid with Outreach requirements applicable to all bidders, it would be unfair for the County to disregard those requirements, as suggested in your firm's appeal. Under applicable case law, the County is justified in enforcing the Outreach requirements and is not required to give your firm special treatment by exempting you from requirements applicable to all other bidders. (*Domar Electric, Inc. v. City of Los Angeles* (1995) 41 Cal.App.4th 810.)

Your firm's argument that having MBE or DBE participation fully satisfies the purpose of the Outreach Program is incorrect. Not only does that argument ignore the above Outreach Program requirements applicable to all bidders, but it also ignores that the Outreach Program is designed to require outreach (equality of opportunity) to all subcontractors, suppliers, etc., not just to MBEs and DBEs.

Based on the above, I have concluded that your firm's appeal is without merit in that you have not shown that our department's GFE scoring and determination of non-responsiveness were incorrect. Accordingly, I have determined that your appeal should be denied.

Our department has thoroughly reviewed and evaluated the bids submitted and determined that Disney is the lowest responsible bidder, having fully complied with all project requirements, including the Outreach Program and MSM requirements. Accordingly, I plan to recommend that the contract be awarded to Disney at the Board of Supervisors meeting on August 11, 2026, which begins at 9:00 a.m. If your firm still disagrees with the determination that your bid was non-responsive and subject to rejection, you may appear and address the Board at that time.

Although I have determined that your appeal on this project is without merit, the County appreciates your firm bidding on our projects and hopes you will continue to do so as other projects come up.

Sincerely,



Warren Lai
Public Works Director
Contra Costa County Public Works

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cc: D. Schmidt, County Counsel
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