



TO: **Transportation and Infrastructure Services Committee**
FROM: **Jen Tetatzin, Public Works Director**
BY: **Josh Hopkins, Project Manager**
CC: **Mayor Thomas McLeod**
DATE: **August 22, 2025**
SUBJECT: **Gilliam Creek Culvert Erosion Repair**
Project No. 82541202
Construction Bid Award

ISSUE

Request Council approval to award the construction contract for the Gilliam Creek Culvert Erosion Repair to Olson Brothers Excavation, Inc. the 3rd lowest responsive and responsible bidder, in the amount of \$346,606.55.

BACKGROUND

The Gilliam Creek bank upstream of the 66th Ave South roadway culvert has experienced progressive scour during major storm events, threatening the road embankment. The project will armor the bank and culvert inlet with rock and boulders, reinforce the embankment with permeable ballast, and restore vegetation. Construction will occur within the permitted in-water work window (Aug.1–Sept. 30) and is expected to take about 18 working days.

DISCUSSION

Bids were advertised June 30 and July 7, 2025, and opened July 15, 2025. Five (5) bids were received; three were above and two below the engineer's estimate of \$339,834.76 with sale tax. The lowest responsive bidder was Olson Brothers Excavating, Inc., at \$346,606.55 (8% overestimate). The low bidder failed to execute the contract within 10 days, and the second lowest intended to defer construction to 2026. Under the Notice to Bidders, the City may reject bids to protect public interests; construction in 2025 is necessary to safeguard infrastructure and public safety.

FINANCIAL IMPACT

Construction costs associated with the Gilliam Creek Culvert Erosion Repair Project are funded by a King County Flood Reduction grant of \$479,631.00 and \$161,381.53 Surface Water Fees.

Contract	Amount	Funding	Amount
Design - Otak Contract	\$116,500.00	King County Flood	
Const. Mngt. - Psomas	\$98,915.00	Control Flood	
Const. Record of Eng. - Otak	\$27,000.00	Reduction Grant	\$479,631.00
Contract w/sales tax.	\$346,606.55	Enterprise 412 - Surface	
Contingency – 15%	<u>\$51,990.98</u>	Water Fees	<u>\$161,381.53</u>
Total:	\$641,012.53	Total:	\$641,012.53

RECOMMENDATION

Council is being asked to approve a construction contract award with Olson Brothers Excavation, Inc. in the amount of \$346,606.55 plus contingency for the Gilliam Creek Culvert Erosion Repair Project and consider this item, same day, at the August 25, 2025 Special meeting.

Attachments: CIP Sheet, Bid Tabulation, Contract, Bid Results

CITY OF TUKWILA CAPITAL PROJECT SUMMARY 2025 to 2030

PROJECT:		Gilliam Creek Erosion Repair					Project #	82541202
Project Manager	Joshua Hopkins				Department	Surface Water		
DESCRIPTION:	Stabilize and protect eroded streambank slopes upstream of the 66th Ave S culvert inlet							
JUSTIFICATION:	This project is intended to protect the 66th Ave S roadway infrastructure and prevent future flooding to Southcenter.							
STATUS:	The project has been scoped for design, permitting and construction and a grant applied for with the Flood Control District to cover all costs.							
MAINTENANCE IMPACT:	M&O is for three years, so 3x \$8,400. Mitigation is expected in the form of vegetation restoration for temporary and permanent impacts, cost is unknown.							
COMMENT:	This work is to occur during the in-water work window for the Green River and Gilliam Creek and may require mitigation for project impacts to aquatic and stream buffer habitat.							
FINANCIAL (in thousands)	2025	2026	2027	2028	2029	2030	Beyond	TOTAL
Project Costs								
Design	\$ 128	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128
Construction Mgmt.	\$ 90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90
Construction	\$ 263	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 263
Total Project Costs	\$ 481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 481
Project Funding								
Proposed Grant	\$ 481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 481
Total Project Funding	\$ 481	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 481

No.	Item Description	Engineer's Estimate		Hoffman Construction, Inc		TMC Contractors, LLC		Olson Brothers Excavating, Inc		Southworth & Sons, LLC		Northwest Cascade, Inc			
		Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
BASE BID ITEMS															
1	Mobilization	1	LS		\$ 31,000.00		\$ 15,300.00		\$ 26,600.00		\$ 31,000.00		\$ 38,950.00		\$ 97,000.00
2	Unexpected Site Changes	15000	EST	\$ 1.00	\$ 15,000.00		\$ 1.00		\$ 15,000.00		\$ 1.00		\$ 15,000.00		\$ 15,000.00
3	Spill Prevention, Control & Countermeasures (SPCC) Plan	1	LS		\$ 2,500.00		\$ 5,000.00		\$ 2,000.00		\$ 3,500.00		\$ 14,096.76		\$ 1,000.00
4	Project Temporary Traffic Control (Minimum Bid \$15,000)	1	LS		\$ 30,000.00		\$ 15,000.00		\$ 15,000.00		\$ 18,600.00		\$ 35,794.41		\$ 67,000.00
5	Clearing and Grubbing	1	LS		\$ 4,000.00		\$ 11,700.00		\$ 10,310.00		\$ 25,800.00		\$ 35,474.28		\$ 37,000.00
6	Channel Excavation Incl. Haul	20	CY	\$ 100.00	\$ 2,000.00		\$ 635.00		\$ 699.50		\$ 300.00		\$ 6,000.00		\$ 2,500.00
7	Dewatering	1	LS		\$ 20,000.00		\$ 6,450.00		\$ 6,700.00		\$ 23,700.00		\$ 17,196.76		\$ 44,000.00
8	Construction Geotextile for Separation	160	SY	\$ 8.00	\$ 1,280.00		\$ 12.50		\$ 2,000.00		\$ 15.00		\$ 2,400.00		\$ 3,200.00
9	Permeable Ballast	210	TN	\$ 100.00	\$ 21,000.00		\$ 55.00		\$ 11,550.00		\$ 128.00		\$ 26,880.00		\$ 22,050.00
10	Erosion Control and Water Pollution Prevention	1	LS		\$ 15,000.00		\$ 1,200.00		\$ 3,200.00		\$ 2,100.00		\$ 18,000.00		\$ 6,750.00
11	Inlet Protection	2	EA		\$ 220.00		\$ 85.00		\$ 700.00		\$ 140.00		\$ 280.00		\$ 220.00
12	Stabilized Construction Entrance	1	LS		\$ 8,000.00		\$ 2,250.00		\$ 6,280.00		\$ 8,300.00		\$ 8,300.00		\$ 5,000.00
13	Coir Log	150	LF	\$ 20.00	\$ 3,000.00		\$ 29.00		\$ 4,350.00		\$ 25.00		\$ 3,750.00		\$ 1,950.00
14	High Visibility Fence	550	LF	\$ 7.00	\$ 3,850.00		\$ 5.00		\$ 2,750.00		\$ 6.00		\$ 3,300.00		\$ 4,950.00
15	PSIPE Silks Willow 3ft Live Stake	25	EA	\$ 10.00	\$ 250.00		\$ 24.20		\$ 605.00		\$ 20.00		\$ 500.00		\$ 1,125.00
16	PSIPE Plant Stock Soil Tube	50	EA	\$ 40.00	\$ 2,000.00		\$ 49.00		\$ 2,450.00		\$ 252.00		\$ 12,600.00		\$ 11,250.00
17	Topsoil Type A	290	SY	\$ 25.00	\$ 7,250.00		\$ 24.15		\$ 7,003.50		\$ 25.00		\$ 7,250.00		\$ 7,250.00
18	Compost	290	SY	\$ 10.00	\$ 2,900.00		\$ 5.35		\$ 1,551.50		\$ 12.00		\$ 3,480.00		\$ 3,480.00
19	Seeding, Fertilizing and Mulching	290	SY	\$ 12.00	\$ 3,480.00		\$ 16.33		\$ 4,735.50		\$ 6.00		\$ 1,740.00		\$ 2,030.00
20	Light Loose Riprap	330	TN	\$ 75.00	\$ 24,750.00		\$ 72.80		\$ 24,024.00		\$ 140.00		\$ 46,200.00		\$ 51,150.00
21	Streambed Cobbles 6 in.	9	TN	\$ 100.00	\$ 900.00		\$ 255.00		\$ 2,295.00		\$ 380.00		\$ 3,420.00		\$ 918.00
22	Streambed Boulder Toe and Culvert Inlet Protection	1	LS		\$ 70,000.00		\$ 4,400.00		\$ 17,020.00		\$ 32,000.00		\$ 25,023.45		\$ 41,000.00
23	Temporary Stream Diversion	1	LS		\$ 40,000.00		\$ 13,250.00		\$ 20,750.00		\$ 36,000.00		\$ 36,546.28		\$ 51,000.00
Base Bid Item Total Amount					\$ 308,380.00		\$ 165,734.70		\$ 283,484.07		\$ 314,525.00		\$ 407,308.70		\$ 477,173.00

Engineer's Estimate				Hoffman Construction, Inc				TMC Contractors, LLC				Olson Brothers Excavating, Inc				Southworth & Sons, LLC			
				\$ 308,380.00		\$ 165,734.70		\$ 283,484.07		\$ 314,525.00		\$ 407,308.70		\$ 477,173.00		\$ 477,173.00		\$ 477,173.00	
Base Contract Subtotal Bid Price (Items #1 – #23)				\$ 308,380.00		\$ 165,734.70		\$ 283,484.07		\$ 314,525.00		\$ 407,308.70		\$ 477,173.00		\$ 477,173.00		\$ 477,173.00	
Contract Total Bid Price (Incl. 10.20% Sales Tax)				\$ 339,834.76		\$ 182,639.64		\$ 312,399.38		\$ 346,606.55		\$ 448,854.19		\$ 525,778.53		\$ 525,778.53		\$ 525,778.53	

Certified by: Mike Perfetti, PLA
City of Tukwila

Digitally signed by Mike Perfetti
DN: cn=Mike Perfetti, o=City of Tukwila, ou=Engineering, email=mike.perfetti@cityof Tukwila.gov, c=US
Date: 2025.07.16 15:54:29 -0700

AGREEMENT FORM

CONTRACT NO. _____

THIS AGREEMENT is made and entered into on this ____ day of _____, 20____, by and between the City of Tukwila, Washington ("Owner") and _____ ("Contractor"). Now, therefore the parties agree as follows:

1. **Project.** Contractor shall complete all work and furnish all labor, tools, materials, and equipment for the project entitled **GILLIAM CREEK CULVERT EROSION REPAIR**, Project No. **82541202**, including all changes to the Work and force account work, in accordance with the Contract Documents, as described in Section 1-04.2 of the Supplemental General Requirements.

2. **Payments.** Owner shall pay Contractor at the unit and lump sum prices, and by force account as specified in the Proposal according to the Contract Documents as to time, manner, and condition of payment. The payments to Contractor include the costs for all labor, tools, materials and equipment for the Work.

3. **Completion Date.** Contract time shall commence upon Owner's Notice to Proceed date. The Work under this Agreement shall be completed within the time specified in the Proposal. If the Work under this Agreement is not completed within the time specified, as detailed in the Contract Documents, Contractor shall pay liquidated damages and all engineering inspection and supervision costs to Owner as specified in the Proposal.

4. **Attorney's Fees.** In the event litigation is commenced to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's and expert witness fees.

5. **Disclaimer.** No liability of Contractor shall attach to Owner by reason of entering into this Agreement, except as expressly provided in this Agreement.

6. **Counterparts.** This Agreement is executed in two (2) identical counterparts, by the parties, each of which shall for all purposes be deemed an original.

CITY OF TUKWILA, WASHINGTON
(Owner)

(Contractor)

By: _____
Mayor

By: _____

Title: _____

Attest:
This ____ day of _____, 20____

Attest:
This ____ day of _____, 20____

City Clerk
Approved as to Form:

Contractor's License No.

City Attorney

Address for giving notices:

Address for giving notices:

This Payment and Performance Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in King County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ____.

_____ Principal	_____ Surety
_____ Signature of Authorized Official	_____ Signature of Authorized Official
_____ Title	By _____ Attorney in Fact (Attach Power of Attorney)
Name and address of local office of agent and/or Surety Company:	_____ _____ _____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

PROPOSAL
(unit price)

Contractor's Name Olson Brothers Excavating, Inc.

Contractor's State License No. OLSONBE113N3

City of Tukwila Project No. **82541202**

To the Mayor and City Council
City of Tukwila, Washington

The undersigned (Bidder) hereby certifies that he personally examined the location and construction details of Work outlined in the Contract Documents for the City of Tukwila (Owner) project titled **GILLIAM CREEK CULVERT EROSION REPAIR**, which project includes but is not limited to approximately 60 linear feet of streambank improvements within Gilliam Creek, upstream of the 66th Ave S culvert, repair of eroded areas by placing streambed boulders for embankment toe reinforcement and culvert inlet protection, backfilling with ballast and riprap, installing plant stock tubes and live stakes; And, other items necessary to complete the Work as shown on the Contract Documents; and has read and thoroughly understands these Documents which govern all Work embraced in this improvement and the methods by which payment will be made for said Work, and thoroughly understands the nature of said Work; and hereby proposes to undertake and complete all Work embraced in this improvement in accordance with these Contract Documents and at the following schedule of rates and prices.

The Bidder understands that the quantities mentioned herein are approximate only and are subject to increase or decrease, and hereby proposes to perform all quantities of work as either increased or decreased in accordance with the Contract Documents.

As evidence of good faith, (check one) ☒ bid bond or ☐ cash, ☐ cashier's check, ☐ certified check, or ☐ postal money order made payable to the City of Tukwila equal to five percent (5%) of the Total Bid Price is attached hereto. Bidder understands that, should this offer be accepted by Owner within ninety (90) calendar days after the day of Bid Opening and the Bidder fails or refuses to enter into an Agreement and furnish the required Payment and Performance Bond and liability insurance within ten (10) calendar days after Notice of Award, the Contract shall be null and void and the Bid Deposit or Bond accompanying this Proposal shall be forfeited and become the property of Owner as liquidated damages, all as provided for in the Bid Documents.

Bidder shall attain Physical Completion of all Work in all respects within 18 working days from the date stated in the written Notice to Proceed. If the work is not completed within this time period, Bidder shall pay liquidated damages to Owner as specified in Section 1-08.9 of the Standard Specifications for every calendar day work is not Physically Complete after the expiration of the Contract time stated above. In addition, Bidder shall compensate Owner for actual engineering inspection and supervision costs and any other legal fees incurred by Owner as a result of such delay.

GILLIAM CREEK CULVERT EROSION REPAIR - SCHEDULE A**Project No. 82541202**

Note: Unit prices for all items, all extensions, and the total amount bid must be shown. Where conflict occurs between the unit price and the total amount specified for any item, the unit price shall prevail, and totals shall be corrected to conform thereto. For Schedule A, do not include applicable Retail Sales Tax in the various Unit and Lump Sum prices, but instead add Sales Tax to the end sum as shown.

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
ROADWAY					
1	Mobilization	1	LS	31,000.00	31,000.00
2	Unexpected Site Changes	15,000	EST	\$1.00	\$15,000.00
3	Spill Prevention, Control & Countermeasures (SPCC) Plan	1	LS	3,500.00	3,500.00
4	Project Temporary Traffic Control (Minimum Bid \$15,000)	1	LS	18,100.00	18,100.00
5	Clearing and Grubbing	1	LS	25,800.00	25,800.00
6	Channel Excavation Incl. Haul	20	CY	300.00	6,000.00
7	Dewatering	1	LS	23,700.00	23,700.00
8	Construction Geotextile for Separation	160	SY	15.00	2,400.00
9	Permeable Ballast	210	TN	128.00	26,880.00

ROADSIDE DEVELOPMENT					
10	Erosion Control and Water Pollution Prevention	1	LS	2,100.00	2,100.00
11	Inlet Protection	2	EA	140.00	280.00
12	Stabilized Construction Entrance	1	LS	8,300.00	8,300.00
13	Coir Log	150	LF	25.00	3,750.00
14	High Visibility Fence	550	LF	6.00	3,300.00
15	PSIPE Sitka Willow 3ft Live Stake	25	EA	49.00	1,225.00
16	PSIPE Plant Stock Soil Tube	50	EA	252.00	12,600.00
17	Topsoil Type A	290	SY	25.00	7,250.00
18	Compost	290	SY	12.00	3,480.00
19	Seeding, Fertilizing and Mulching	290	SY	6.00	1,740.00
20	Light Loose Riprap	330	TN	140.00	46,200.00
21	Streambed Cobbles 6 In.	9	TN	380.00	3,420.00
22	Streambed Boulder Toe and Culvert Inlet Protection	1	LS	32,000.00	32,000.00
23	Temporary Stream Diversion	1	LS	36,000.00	36,000.00

Schedule A Subtotal

\$ 314,525.00

Sales Tax @ 10.20 % \$ 32,081.55

Schedule A Total \$ 346,606.55

TOTAL OF SCHEDULES:

Schedule A brought forward

\$ 346,606.55

TOTAL BID PRICE \$ 346,606.55

Bids Submitted on Computer Printouts

Bidders, at their option, in lieu of hand writing in the unit prices in figures in ink on the Bid forms above, may submit an original computer printout sheet with their bid, as long as the following requirements are met:

1. Each sheet of the computer printout must contain the exact same information as shown on the hard-copy bid form – Project Name, Schedule Name, column headings – in the order shown, totals, etc.
2. The computer printout of the Bid Proposal must have the exact certification language shown below, signed by the appropriate officer of the firm.
3. If a computer printout is used, the bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, and all addenda that may have been issued, etc.

If any of these things are missing or out of order, the bid may be rejected by the Owner.

The unit and lump sum prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. In the event of conflict between the two, unit Bid prices will prevail over the extended (Total) prices. If the Bid submitted by the bidder contains both the form on these Bid Proposal sheets, and also a computer printout, completed according to the instructions, the unit bid prices shown on the computer printout will be used to determine the bid.

Put this certification on the last sheet of the Bid computer printout, and sign:

(YOUR FIRM'S NAME) certifies that the unit prices shown on this complete computer print-out for all of the bid items contained in this Proposal are the unit and lump sum prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out. (YOUR FIRM'S NAME) acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts.

Signed:  _____

Title: Steve Olson, Vice President

Date: 7-15-2025

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Bid Documents:

Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
1		3	
2		4	

NOTE: Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.

By signing below, Bidder certifies that Bidder has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

It is understood that Owner may accept or reject all bids.

The Surety Company which will furnish the required Payment and Performance Bond is
Travelers Casualty & Surety Company of 1201 Pacific Ave., Suite 1000, Tacoma, WA 98402
 (Name) (Address)

Bidder: Olson Brothers Excavating, Inc.

Signature of Authorized Official: 

Printed Name and Title: Steve Olson, Vice President

Address: 6622 112th St. E., Puyallup, WA 98373

Circle One: Individual / Partnership / State of Incorporation: Washington

Joint Venture / Corporation

Phone No.: 253-770-3844 Date: 7-15-2025

This address and phone number is the one to which all communications regarding this proposal should be sent.

NOTES:

1. If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign).
2. A bid must be received on all items. If either a unit price or an extension is left blank (but not both) for a bid item, the Owner will multiply or divide the available entry by the quantity, as applicable, and enter it on the bid form. If there is no unit price or extension for one or more bid item(s), the proposal will be rejected.

BID SECURITY

Bid Deposit: The undersigned Principal hereby deposits a Bid Deposit with the City of Tukwila in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ dollars (\$_____).

-- OR --

Bid Bond: The undersigned, Olson Brothers Excavating, Inc. (Principal), and Travelers Casualty and Surety Company of America (Surety), are held and firmly bound unto the City of Tukwila (Owner) in the penal sum of Five Percent (5%) of Bid Amount dollars (\$5% of Bid Amount), which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of Surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

Conditions: The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including sales tax and is submitted by Principal to Owner in connection with a Proposal for **GILLIAM CREEK CULVERT EROSION REPAIR**, Project No. 82541202, according to the terms of the Proposal and Bid Documents.

Now therefore,

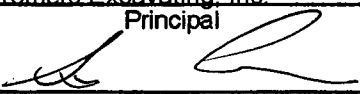
- a. If the Proposal is rejected by Owner, or
- b. If the Proposal is accepted and Principal shall duly make and enter into an Agreement with Owner in accordance with the terms of the Proposal and shall furnish a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any such extension.

Signed and dated this 15th day of July, 2025.

Olson Brothers Excavating, Inc.
Principal



Signature of Authorized Official

Steve Olson, Vice President
Title

Name and address of local office of
agent and/or Surety Company:

Travelers Casualty and Surety Company of America
Surety

By 

Attorney in Fact (Attach Power of Attorney)
Julie A. Craker

Propel Insurance

1201 Pacific Avenue, Suite 1000

Tacoma, WA 98402

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **Julie A Craker** of **TACOMA**, **Washington**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

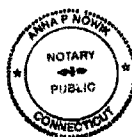
City of Hartford ss.

By: 
 Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**





Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

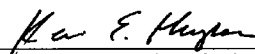
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **July**, **2025**





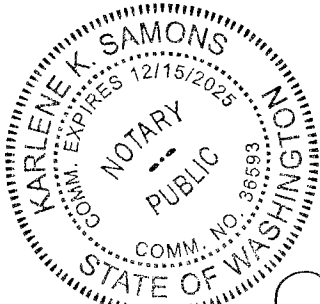
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NON-COLLUSION DECLARATION

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

The undersigned, being first duly sworn, on oath states that the person, firm, association, partnership, joint venture, or corporation named in the Bid Proposal has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the City of Tukwila project named **GILLIAM CREEK CULVERT EROSION REPAIR**, Project No. **82541202**.



Olson Brothers Excavating, Inc.

Name of Firm

Signature of Authorized Official

Steve Olson, Vice President

Title

Signed and sworn to before me on this 15 day of July, 2025.

Signature of Notary Public in and for the State of Washington, residing at Tacoma, WA

My appointment expires: 12-15-2025

SEAL

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

RESPONSIBLE BIDDER DETERMINATION FORM

Attach additional sheets as necessary to fully provide the information required.

Name of Bidder: Olson Brothers Excavating, Inc.

Address of Bidder: 6622 112th St. E.
Puyallup, WA 98373

City State Zip Code
 Contractor's License No. OLSONBE113N3 WA State UBI No. 601-161-685

License Bond Registration No. 103334409 Dept. of L&I
 Worker's Comp. Acct. No. 565,502-00

Bidder is a(n): ☐ Individual ☐ Partnership ☐ Joint Venture ☒ Incorporated in the state of WA

List business names used by Bidder during the past 10 years if different than above:

Bidder has been in business continuously from 1989
Year

Bank Reference Heritage Bank - Alec Zarelli 253-770-7686
Bank Account Officer Officer's Phone No.

No. of regular full-time employees: 20

Number of projects in the past 10 years completed: 5 ahead of schedule 20 on schedule
0 behind schedule

Bidder has had experience in work comparable to that required for this Project:

As a prime contractor for 36 years.

As a subcontractor for 36 years.

List the supervisory personnel to be employed by the Bidder and available for work on this project
 (Project Manager, Principal Foreman, Superintendents, and Engineers):

<u>Name</u>	<u>Title</u>	<u>How Long With Bidder</u>
<u>Bryce Sturrock</u>	<u>Project Manager</u>	<u>8 years</u>
<u>Joni Dombrowski</u>	<u>Project Manager</u>	<u>7 years</u>
<u>Rich Pentin</u>	<u>Superintendent</u>	<u>10 years</u>
<u> </u>	<u> </u>	<u> </u>

Responsible Bidder Determination Form

P-9

Name the Surveyor to be used on this Project, who will directly supervise all surveying activities. Attach a resume outlining the experience and qualifications of the Surveyor. Is the Surveyor licensed in the State of Washington (a PLS)? ☒ Yes ☐ No

Surveyor's Name: NORTHLINE SURVEYING

List all those projects, of similar nature and size, completed by Bidder within the past 10 years. Include a reference for each. Any attached preprinted project listing must include all this information. Bidder must have at least 10 years experience working on projects of similar nature and size.

<u>Project Name</u>	<u>Year Completed</u>	<u>Contract Amount</u>	<u>Owner/Reference Name and Phone</u>
Please see attached			

List all projects undertaken in the last 10 years which have resulted in partial or final settlement of the Contract by arbitration or litigation in the courts:

<u>Name of Client and Project</u>	<u>Contract Amount</u>	<u>Total Claims Arbitrated or Litigated</u>	<u>Amount of Settlement of Claims</u>
N/A			

Has Bidder, or any representative or partner thereof, ever failed to complete a contract?
☒ No ☐ Yes If yes, give details: _____

Has Bidder ever had any Payment/Performance Bonds called as a result of its work?
☒ No ☐ Yes If yes, please state: _____

<u>Project Name</u>	<u>Contracting Party</u>	<u>Bond Amount</u>



References and Work Completed

Project Name 30TH Ave Sidewalks & Natural Drainage
 Year 2018-2019
 Owner Seattle Department of Transportation
 Size/Description 1.9M
 Contact Elsa Tibbits (206) 445-8597

Project Name Mackey Creek Restoration
 Year 2018
 Owner City of Redmond
 Size/Description 591K
 Contact Bassam Al-Ali (425)556-2712

Project Name 2019 Spot Sewer Repairs
 Year 2019
 Owner Seattle Public Utilities
 Size/Description 1.7M
 Contact Stefanie Hegland (206)423-2605

Project Name Downey Farmstead
 Year 2019
 Owner City of Kent
 Size/Description 400K
 Contact Paul Kuehne (253)856-5543

Project Name Puget Way Culvert
 Year 2019-2020
 Owner Seattle Public Utilities
 Size/Description 1M
 Contact Steve Colony (206)423-2605

Project Name Lake to Sound Trail Segment A
 Year 2019-2021
 Owner King County
 Size/Description 3 M
 Contact Mark Hoge (206) 263-9400

Project Name Foothills – Battersby Trail
 Year 2020
 Owner City of Enumclaw
 Size/Description 820K
 Contact Scott Woodbury (360)615-5728

6622 112th St. East Puyallup, WA 98375
 Office: 253.770.3844 Fax: 253.770.3845



Project Name	Husky Terminal Lot F Redevelopment
Year	2020-2021
Owner	Ports America Shared Services
Size/Description	3.9M
Contact	Brenda Martin (253) 680-2803
Project Name	Husky Terminal Stormwater Upgrades
Year	2021-2022
Owner	Ports America Shared Services
Size/Description	3.9M
Contact	Brenda Martin (253) 680-2803
Project Name	2021 Spot Sewer Repairs
Year	2021-2022
Owner	City of Seattle
Size/Description	2.6 M
Contact	Rudy Camacho (206) 615-0490
Project Name	Downey Side Channel Restoration Final Phase
Year	2022
Owner	City of Kent
Size/Description	2.2 M
Contact	Paul Kuehne (253) 856-5543
Project Name	Little Rock Road SW
Year	2022
Owner	Thurston County
Size/Description	800,000
Contact	Marcus Storvick (360) 867-2283
Project Name	Sidewalk Improvements – CIP20-10
Year	2022
Owner	City of Sumner
Size/Description	1.5 M
Contact	Andrew Leach (253) 299-5711

Responsible Bidder Determination Form

P-10

Has Bidder ever been found guilty of violating any State or Federal employment laws?
☒ No ☐ Yes If yes, give details: _____

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws? ☒ No ☐ Yes If yes, give details: _____

Has any adverse legal judgment been rendered against Bidder in the past 5 years?
☒ No ☐ Yes If yes, give details: _____

Has Bidder or any of its employees filed any claims with Washington State Workman's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years? ☒ No ☐ Yes If yes, please state:

<u>Date</u>	<u>Type of Injury</u>	<u>Agency Receiving Claim</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned warrants under penalty of Perjury that the foregoing information is true and accurate to the best of his/her knowledge. The undersigned authorizes the City of Tukwila to verify all information contained herein.

Signature of Bidder 

Title: Steve Olson, Vice President Date: 7-15-2025

Rev.4-15-09

PROPOSED EQUIPMENT AND LABOR SCHEDULE

(Use additional sheets if required)

Equipment to be used:

DESCRIPTION/TYPE	YEAR	CONDITION	OWN/RENT
Excavator 350	2017	GOOD	OWN
Backhoe 305	2018	GOOD	OWN
Loader 420D	2012	GOOD	OWN

Labor to be used: FM, Operator, 2 Laborers

Olson Brothers Excavating, Inc.

Name of Bidder

Signature of Authorized Official

Steve Olson, President

Title

Name of Bidder Olson Brothers Excavating, Inc.

The successful Bidder must have the written permission of the Owner to make any change to this list.

[illegible]

**CITY OF TUKWILA
OFFICE OF THE CITY CLERK**

Jennifer Marshall, Deputy City Clerk

BID OPENING

GILLIAM CREEK CULVERT EROSION REPAIR PROJECT

PROJECT NUMBER: 825 412 02

July 15, 2025 – 10:00 A.M.

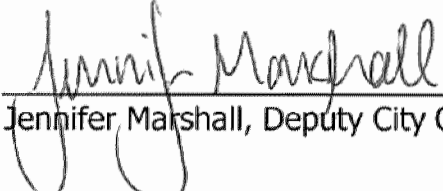
Bids were accepted until the hour of 9:30 a.m. via USPS mail and in-person at the City Clerk's front counter.

Bidders could access the bid opening and hear bids read publicly aloud via Microsoft Teams, by dialing
(253) 292-9750, Conference ID: 136 653 345#

BIDDER NAME & DATE OF RECEIPT	SECURITY BID REC'D.?	ADDENDA ACKNOWLEDGED (0)	TOTAL BID PRICE (Including Tax)	APPARENT LOWEST BIDDER (RANK ORDER)
Hoffman Construction, Inc July 15, 2025 @ 9:30AM	Yes	X	\$182,639.64	1
TMC Contractors, LLC July 15, 2025 @ 9:30AM	Yes	X	\$312,394.96	2
Olson Brothers Excavating, Inc July 15, 2025 @ 9:30AM	Yes	X	\$346,606.55	3
Southworth & Sons, Inc July 15, 2025 @ 9:30AM	Yes	X	\$448,854.19	4
Northwest Cascade, Inc July 15, 2025 @ 9:30AM	Yes	X	\$518,064.53	5
ENGINEER'S ESTIMATE			\$339,834.76	

The above figures appear as written within bid documents; and as read aloud at bid opening. THEY DO NOT, however, REPRESENT ANY BID AWARD; apparent low or otherwise.

DATED this 15th day of July 2025.



Jennifer Marshall, Deputy City Clerk