

Agenda Item No.: 3.1  
Agenda Date: 12/4/2024  
Reviewed By: JS / JS

**Subject:** Developer Extension – Accept Project as Complete  
Bridge Point SeaTac Maywood

**ATTACHMENTS:**

- 1. Resolution
- 2. Map
- 3. Maintenance Bond
- 4. Bill of Sale

**BACKGROUND:**

**Name of DE:** Bridge Point SeaTac Maywood  
**Name of Developer:** Bridge Point SeaTac 300, LLC  
**Plat or Subdivision:**  
**Scope of Work:** Provide and install approximately 3,896 LF 8" DI, water main, two 1.5" domestic meters, two, 1.5" irrigation meters, two 8" fire hydrants and related appurtenances necessary to provide domestic water service, and fire suppression to new industrial / warehouse buildings.

**Resolution # Authorize DE:** 22-12-21B

**GENERAL LOCATION OF DE:** 1410 S 200<sup>th</sup> St. SeaTac, WA 98198

**Bill of Sale Dated:** 11-26-2024  
**Signed by:** Nick Siegel

**Requesting Latecomers:** No

**Payback Agreement?:** Yes  No  N/A

**Deposit Paid?:** Yes  No  N/A

**Amt. of Deposit:** \$10,000.00

**Explanation:** This is the final step in the developer extension process. This resolution authorizes acceptance of the developer extension, and staff has verified that it is complete in accordance with the District's standards.

# HIGHLINE WATER DISTRICT King County, Washington

## RESOLUTION 24-12-4A

### RESOLUTION ACCEPTING AN EXTENSION TO THE WATER DISTRICT SYSTEM BRIDGE POINT SEATAC MAYWOOD

**WHEREAS**, the Board of Commissioners of Highline Water District has heretofore approved an application for the above-titled extension; and,

**WHEREAS**, said extension has been found to have been constructed in accordance with the District's standards; and,

**WHEREAS**, pressure, bacteriological and other tests have been made and the results have proven satisfactory. The Engineering Supervisor agrees with the recommendation for acceptance of said extension.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The above-entitled extension to the District's system is hereby accepted by the District, subject to the guarantee and other provisions of the Developer Extension Agreement on file at the District's office.
2. The Bill of Sale, notarized on 11/26/2024 and executed by Nick Siegel, is hereby accepted and attached as Exhibit A.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **4th** day of **December 2024**.

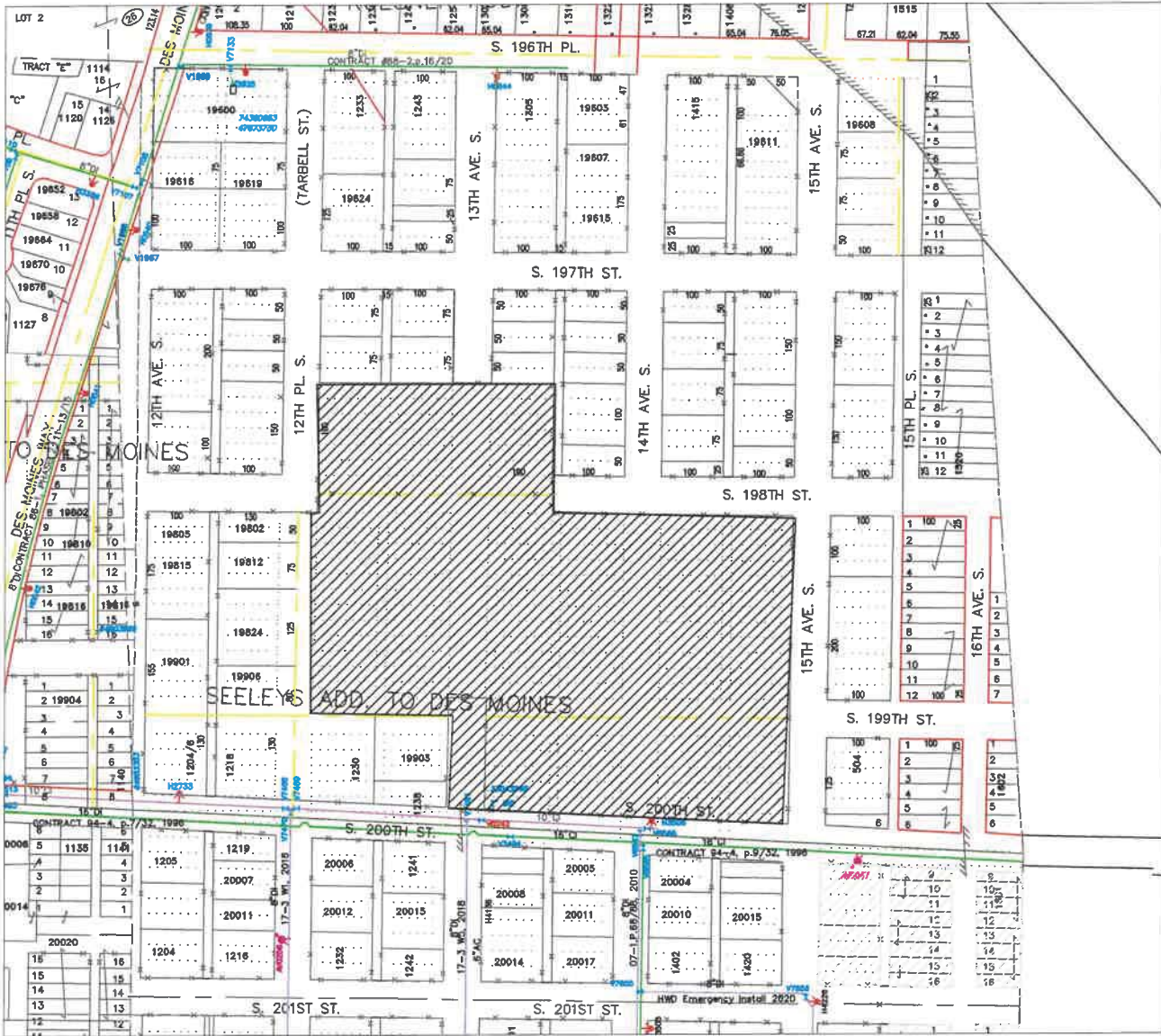
### BOARD OF COMMISSIONERS

Signed by:  
  
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**Kathleen Quong-Vermeire**, President

DocuSigned by:  
  
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**Vince Koester**, Secretary

**Dolly Dainle** Commissioner  
 Signed by:  
  
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**Daniel Johnson**, Commissioner

Signed by:  
  
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**Todd Fultz**, Commissioner



Bridge Sea Tac Maywood  
 1410 S 200th St  
 Parcel 7686201040  
 NE-05-22-04



Work Order 22-000529  
 DE# 1125  
 4-4-22



**Legend**

- Hydrants
- Water meters
- Valves
- 490 Zone WM
- 560 Zone WM
- 530 Zone WM

Bond No.: 0860934

## Highline Water District

Name of Project: Bridge Point SeaTac Maywood

### Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS that whereas Highline Water District, King County, Washington, a Washington municipal corporation, hereinafter designated as "*the District*" has entered into a contract dated December 21, 2022, with Bridge Point SeaTac 300, LLC, hereinafter designated as "*the developer*", providing for construction of water mains & appurtenances, which contract is on file at the District offices and by this reference is made a part hereof.

**Whereas** said contract and the "*contract documents*" composing it are on file at the water district office and are incorporated herein by reference, and made a part hereof as though fully set forth; and

**Whereas** said Developer is required under the terms of said contract to furnish a Maintenance Bond for 50% of the actual and total documented costs for the installation of water main and related appurtenances and faithful performance thereof for a period of two (2) years, or until the District inspects and releases said project.

**Now Therefore** we, the undersigned Developer, as principal, and Harco National Insurance Company, a corporation organized and existing under and by virtue of the laws of the State of Illinois and duly authorized to do a surety business in the State of Washington, as surety, are held and firmly bound unto said water district in the sum of Two Hundred Fifty Thousand, Six Hundred Fifty-Nine Dollars and Ninety Cents Dollars (\$ 250,659.90 ) for the payment of which we do jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns by these presents.

The conditions of this obligation are such that the Developer, his heirs, representatives or successors or assigns shall well and truly keep and observe all of the covenants, conditions and agreements in said contract, and contract documents, and shall faithfully perform all of the provisions of the said contract and contract documents, and pay all contractors, laborers, mechanics, sub-contractors and material men and all persons who shall supply such person or subcontractors with provisions and supplies for carrying on such work, and shall pay all obligations arising under the said contract, including taxes, and shall indemnify and save harmless the District, its officers and agents, from any pecuniary loss, including legal fees and expense, resulting from the breach of any of the covenants, conditions or agreements to be performed by the developer.

No change, extension of time, alteration or addition to the work to be performed under

this contract shall in any way affect the Developer's or Surety's obligation on this bond, & Surety does hereby waive notice of any change, extension of time, alteration or additions to the work.

This bond is furnished in pursuance of the requirements of the said contract and contract documents, and is in accord with the provisions of Section 39.08.010 et. seq. of the Revised Code of Washington (RCW), and in addition to the other obligations herein contained, is made, executed and delivered by the Developer and Surety to the Owner for the laborers, mechanics, sub-contractors and material men, and all persons who supply such person(s) with provisions and supplies for the carrying on of the work covered by the said contract and contract documents.

IN WITNESS WHEREOF the said Developer and the said Surety caused this bond to be signed and sealed by their duly authorized officers or agents this 10th day of October, 2024.

Bridge Point Seatac 300, LLC  
Developer

By 

Nick Siegel, Vice President  
Title

\_\_\_\_\_  
Attorney-in-fact

Harco National Insurance Company  
Surety

By 

James I. Moore, Attorney-In-Fact  
Title

STATE OF ILLINOIS

COUNTY OF DUPAGE}

On OCT 10 2024, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Harco National Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Commission No. 946275

  
\_\_\_\_\_  
Lisa Marotta, Notary Public



**POWER OF ATTORNEY  
HARCO NATIONAL INSURANCE COMPANY  
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # 0860934

Principal Bridge Point SeaTac 300, LLC

Obligee Highline Water District, King County, Washington

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**James J. Moore**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2022.



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2024

**CERTIFICATION**

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of October, 2024.

Irene Martins, Assistant Secretary

**HIGHLINE WATER DISTRICT**

**BILL OF SALE**

Know all men by these presents that for and in consideration of the sum of One Dollar (\$1.00) and other good and sufficient consideration, receipt whereof is hereby acknowledged, the undersigned grantor.

Bridge Point SeaTac 300, LLC does by the presents hereby convey, set over, assign, transfer and sell to HIGHLINE WATER DISTRICT, King County, Washington, a municipal corporation, the following described water mains and all appurtenances thereto, situated in King County, Washington.

**LOCATION:** 19619 12th PI S, SeaTac, WA 98148 & 1410 S 200th St, SeaTac, WA 98198

**ALONG:** 19619 12th PI S      **FROM:** Des Moines Memorial Dr      **TO:** Des Moines Memorial Dr  
**ALONG:** 1410 S 200th St      **FROM:** S 200th St      **TO:** S 200th St  
**ALONG:** S 200th St      **FROM:** 12th PI S      **TO:** 15th Ave S

**DESCRIBED WATER MAINS & APPURTENANCES**

Appurtenance	Size/Type	Amount Installed	Unit Cost	Total Cost
Pipe	8" DIP	4042 LF	\$ 67.15	\$ 271,420.30
Air/Vac Assembly	2"	3 EA	\$ 9,800.00	\$ 29,400.00
Gate Valve	8"	13 EA	\$ 2,078.10	\$ 27,015.30
Butterfly Valve	16"	2 EA	\$ 5,554.60	\$ 11,109.20
Domestic Service	1.5"	2 EA	\$ 8,350.00	\$ 16,700.00
Irrigation Service	1.5"	2 EA	\$ 8,350.00	\$ 16,700.00
Fire Service	6"	2 EA	\$ 16,000.00	\$ 32,000.00
Fire Hydrant Assy	6"	13 EA	\$ 7,459.62	\$ 96,975.00
<b>Total Cost of Water Improvements</b>				<b>\$ 501,319.80</b>

**Bill of Sale Date:** 11-26-2024



The said Grantor hereby certifies that it is the sole owner of all of the property above described; that it has full power to convey the same and that it will defend the said title of said water district against any and all persons lawfully making claim thereto. The total cost of installing the above described extension to the present water district system, including labor and materials is: Five Hundred One Thousand, Three Hundred Nineteen Dollars and Eighty Cents Dollars (\$ 501,319.80 )

The Developer's Maintenance Bond will be for 50% of this amount.

**IN WITNESS WHEREOF**, the Grantor(s) has (have) executed these presents this 26<sup>th</sup> day of November, 2024.

On behalf of Bridge Point SeaTac 300, LLC

[Signature]  
Title: Nick Siegel, Vice President Title: \_\_\_\_\_

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me the undersigned, a Notary Public, personally appeared \_\_\_\_\_, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
*Signature of Notary*

\_\_\_\_\_  
*Print or stamp name of Notary*

Notary Public for the State of Washington,  
residing at \_\_\_\_\_.

My appointment expires \_\_\_\_\_

**CORPORATION ACKNOWLEDGEMENT**

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 26<sup>th</sup> day of November, 2024, before me the undersigned, a Notary Public, personally appeared Nick Siegel, to me known to be the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he (she or they) was (were) authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and official seal the day and year first above written.

*Kate Marie Stanton*  
Signature of Notary

Kate Marie Stanton  
Print or stamp name of Notary



Notary Public for the State of Illinois,  
residing at 9525 W. Bryn Mawr Ave #710. Rosemont IL  
60018

My appointment expires 12/21/2027