

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 22-12-21B**

**RESOLUTION TERMINATING DEVELOPER EXTENSION WITH BRIDGE DEVELOPMENT PARTNERS, LLC AND AUTHORIZING NEW DEVELOPER EXTENSION AGREEMENT WITH BRIDGE POINT SEATAC 300, LLC**

**WHEREAS**, the application, plans and specifications for an extension to the Water District's system, subject to compliance with the District's standards and procedures for developer extensions was authorized by Resolution 22-10-5A; and

**WHEREAS**, the developer name, Bridge Development Partners, LLC is incorrect and entered in a contract with Highline Water District. The correct developer's name for the project ownership is to be changed to Bridge Point Sea Tac 300, LLC (reference Exhibits A and B, attached and incorporated herein).

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

The Board of Commissioners terminates the Bridge Development Partners, LLC developer extension and authorizes new developer extension agreement with Bridge Point Sea Tac 300, LLC and Bridge Point Sea Tac, LLC shall assume all responsibilities of the original developer extension agreement with Bridge Development Partners, LLC.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **21st** day of **December 2022**.

**BOARD OF COMMISSIONERS**

DocuSigned by:

*Polly Daigle*

78D0B6DD748D4ED...  
**Polly Daigle**, President

DocuSigned by:

*Todd Fultz*

8728D479F2E446D...  
**Todd Fultz**, Commissioner

DocuSigned by:

*Kathleen Quong-Vermeire*

48FCA32C4556410...  
**Kathleen Quong-Vermeire**, Commissioner

DocuSigned by:

*Daniel Johnson*

6E7D4C708F4C7...  
**Daniel Johnson**, Secretary

DocuSigned by:

*Vince Koester*

382D4CE8A38F421...  
**Vince Koester**, Commissioner

# HIGHLINE WATER DISTRICT King County, Washington

## RESOLUTION 22-10-5A

### RESOLUTION AUTHORIZING DEVELOPER EXTENSION AGREEMENT BRIDGE SEATAC MAYWOOD

Be It Resolved by the Board of Commissioners of Highline Water District:

1. The District has received the application, plans and specifications for an extension to the Water Districts system, subject to compliance with the Districts standards and procedures for developer extensions.
2. The extension hereinafter described is an addition and betterment to the water system of the District and is hereby authorized.

Name of Extension: <sup>Point</sup> **BRIDGE SEATAC MAYWOOD**

Name of Developer: **BRIDGE DEVELOPMENT PARTNERS, LLC**

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **5th** day of **October 2022**.

### BOARD OF COMMISSIONERS

DocuSigned by: <i>Polly Daigle</i> 78D086ED748D4ED... <b>Polly Daigle, President</b>	<u>          </u> X Yea	<u>          </u> Nay	<u>          </u> Abstain
DocuSigned by: <i>Daniel Johnson</i> 8E7D4CC0708BFA4C7... <b>Daniel Johnson, Secretary</b>	<u>          </u> X Yea	<u>          </u> Nay	<u>          </u> Abstain
DocuSigned by: <i>Todd Fultz</i> 8726D37MF2E44BD... <b>Todd Fultz, Commissioner</b>	<u>          </u> X Yea	<u>          </u> Nay	<u>          </u> Abstain
DocuSigned by: <i>Vince Koester</i> 38204CB9A38F421... <b>Vince Koester, Commissioner</b>	<u>          </u> X Yea	<u>          </u> Nay	<u>          </u> Abstain
DocuSigned by: <i>Kathleen Quong-Vermeire</i> 89FC32C458810... <b>Kathleen Quong-Vermeire, Commissioner</b>	<u>          </u> X Yea	<u>          </u> Nay	<u>          </u> Abstain

## HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

THIS CONTRACT entered into as of this 5<sup>th</sup> day of October, 2022, is between Highline Water District, a municipal corporation of King County, Washington (herein referred to as "District") and Bridge Development ("Developer").

Partners, LLC

Developer is the owner of and desires to develop the following described real property situated in King County, Washington:

Parcels:

0522049023, 3917400030, 3917400040, 7686200250, 7686200295, 7686200360, 7686200400, 7686200420, 7686200680, 7686200690, 7686200700, 7686200705, 7686200740, 7686200755, 7686200800, 7686200815, 7686200860, 7686200870, 7686200880, 7686200890, 7686200920, 7686200960, 7686201040, 7686202000

("Property").

In the course of the development, the Developer desires to install water mains and appurtenances (herein referred to as "Developer Extension" or "Extension"), and connect them to the main lines of the District, all in accordance with plans which have been reviewed and authorized by the District.

NOW THEREFORE, in consideration of the benefits each party shall derive from this Agreement, it is agreed between the District and the Developer as follows:

1. The Developer shall construct the Developer Extension in accordance with all District requirements. Any variations from the District's standards must be corrected prior to the District's acceptance of the Developer Extension.
2. All permits required at any time for prosecution of the Developer Extension or any portion thereof, whether or not obtained by the District, shall be at the Developer's expense, and copies of all such permits obtained by the Developer shall be delivered to the District.

### FEES

3. In consideration of services provided by the District in conjunction with this agreement the Developer shall submit a deposit of \$ \_\_\_\_\_ to the District. Costs incurred by the District in administering the terms of this agreement shall be charged against the deposit during the term of the project. District costs shall be based on the actual time and expenses expended by the District or its consultant.

## **HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT**

5. All plans and profiles, including major and minor redesigns and changes, as-built plans, easements and all estimated and final direct total project costs shall be certified by a professional engineer (or surveyor for easements) in good standing and licensed to practice in the State of Washington.
6. The Developer shall, concurrent with delivering the easements, bill of sale and warranties, deliver to the District a complete and accurate set of as-built plans on 24" x 36" mylar, as well as an AutoCad® (District compatible) computer disk of the as-built plans. The plans shall be in conformance with all District requirements.

### **INSURANCE AND BONDING**

7. The Developer shall furnish to the District prior to the preconstruction conference a performance guarantee of a type and in a form, as determined by the District in its sole discretion, in an amount equal to one hundred (100) percent of the engineer's estimated extension construction cost or Five Thousand Dollars (\$5,000), whichever is greater. If the performance guarantee is a surety performance bond, the bond shall be issued by a surety acceptable to the District. The cost of the performance guarantee shall be the responsibility of the Developer.
8. The Developer shall require its Contractors to secure and maintain, during the term of this contract the following insurance:
  - 8.1. General liability insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.) and coverage for premises, operations, independent contractors, products, contingent liability, including products and completed operations and blanket contractual liability at a combined single limit of at least \$2,000,000 per occurrence with a per project aggregate of \$3,000,000. This insurance shall cover the Developer, the District, the Contractor and all subcontractors for claims or damages of any nature whatsoever, including, but not limited to bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor.
  - 8.2. Comprehensive automobile liability, bodily injury and property damage combined single limit of at least \$1,000,000.

## **HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT**

condition of service, a cash completion or substantial completion bond shall be deposited with the District in an amount to be determined by the District Engineer. The amount will be 125% of the cost of work yet to be completed.

### **CONSTRUCTION**

13. Construction shall be performed on behalf of the Developer by a knowledgeable and competent contractor in water system construction (herein referred to as "Contractor") who must be registered in the State of Washington under the Contractor's Registration Act (Chapter 18.27 of the Revised Code of Washington (RCW)), and insured as set forth herein. If the Developer is acting as its own contractor, the Developer must be similarly knowledgeable, competent, registered and insured.
14. Construction shall be performed in compliance with the District's "Standard Specifications" and the current APWA/WSDOT specifications which are both incorporated herein by this reference. The District shall provide a digital copy of the Special Provisions to the Developer. It shall be the obligation of the Developer to obtain its own copy of the specifications.
15. Construction shall be performed in compliance with resolutions, ordinances, rules and requirements of the District and appropriate municipal, county, state and federal agencies.
16. The Developer and the Contractor shall not allow any water to flow through mains or facilities constructed by the Developer unless authorized by the District for temporary use. Permanent water availability to the Developer Extension through the existing lines of the District shall not be made until all provisions and requirements of this contract have been fully complied with and the District has provided written notice of acceptance to the Developer.
17. The Developer shall construct all roads and/or easements to the design sub-grade elevation prior to the start of water system installation. The District shall be advised in writing of any changes in project design that would affect the water system during construction. If the Developer changes the sub-grade elevation of water system installation areas before or after any road completion, the Developer shall be responsible for all costs incurred for the reinstallation of the water system as a result of such change in sub-grade elevation.

## **HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT**

- 22.1. That Developer is the lawful owner of said property, and that it is free from all encumbrances.
  - 22.2. That all bills for labor and materials in connection therewith have been fully paid.
  - 22.3. That Developer has the right to transfer the same and that it shall warrant and defend the same against lawful claims and demands of all persons following the date of acceptance of the Bill of Sale by the District.
  - 22.4. That Developer conveys and transfers the waterlines and appurtenances in the Developer Extension to the District for the consideration of incorporating them into the District's water distribution system.
  - 22.5. That for a period of two years from the date of acceptance, the Developer Extension remains in good working order and condition acceptable to the District, and that the Developer shall repair or replace at its own expense any work or materials that may prove to be defective during said two-year period.
23. Upon the District's sole determination, and if warranted, at completion of the Developer Extension, the District and the Developer shall both execute and acknowledge a Latecomer's Agreement which shall be recorded with the King County Recorder at the Developer's expense. The Latecomer's Agreement and procedures are available from the District upon request.

If the Developer anticipates a need for a Latecomer's Agreement, please check the adjacent box.      Yes

24. No part of the water main extension or related appurtenances may be constructed without attending a pre-construction meeting to be held at the District's office. The meeting shall be attended by the Developer, Project Contractor and a designated District representative unless otherwise directed by the District. The District's assigned inspector must receive job start notification no fewer than 72 hours in advance of the beginning of construction.

### **MISCELLANEOUS**

25. Throughout this contract, unless the contract requires otherwise, words denoting the singular may be construed as denoting the plural and vice versa, and words of one gender may be construed as denoting such other gender as is appropriate.

## HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

32. The originals of the Extension plans and design ("Plans") shall be delivered to the District in the form required by the District upon completion of the Plans and shall become the property of the District. Neither the Developer nor the Developer's engineer shall have any rights of ownership, copyright, trademark or patent in the Plans.

IN WITNESS WHEREOF the parties have entered into this contract the date first above written.

### HIGHLINE WATER DISTRICT

By:  
Its

  
\_\_\_\_\_  
General Manager

23828 30th Ave S  
Kent, WA 98032  
Phone: 206-824-0375  
Fax: 206-824-0806

Bridge Development Partners,  
LLC

By:  
Its

  
\_\_\_\_\_

10655 NE 4th St., Ste. 500  
Bellevue, WA 98004  
Phone: 425-749-4325  
\_\_\_\_\_  
\_\_\_\_\_





## SITE MAP



*Point*  
**Bridge Sea Tac Maywood**  
1410 S 200<sup>th</sup> Street  
Parcel 7686201040  
NE-05-22-04



**NTS**

## HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

THIS CONTRACT entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ is between Highline Water District, a municipal corporation of King County, Washington (herein referred to as "District") and Bridge Point \_\_\_\_\_ ("Developer").

SeaTac 300, LLC

Developer is the owner of and desires to develop the following described real property situated in King County, Washington:

0522049023, 3917400030, 3917400040, 7686200250, 7686200295, 7686200360,  
7686200400, 7686200420, 7686200680, 7686200690, 7686200700, 7686200705,  
7686200740, 7686200755, 7686200800, 7686200815, 7686200860, 7686200870,  
7686200880, 7686200890, 7686200920, 7686200960, 7686201040, 7686202000

("Property").

In the course of the development, the Developer desires to install water mains and appurtenances (herein referred to as "Developer Extension" or "Extension"), and connect them to the main lines of the District, all in accordance with plans which have been reviewed and authorized by the District.

NOW THEREFORE, in consideration of the benefits each party shall derive from this Agreement, it is agreed between the District and the Developer as follows:

1. The Developer shall construct the Developer Extension in accordance with all District requirements. Any variations from the District's standards must be corrected prior to the District's acceptance of the Developer Extension.
2. All permits required at any time for prosecution of the Developer Extension or any portion thereof, whether or not obtained by the District, shall be at the Developer's expense, and copies of all such permits obtained by the Developer shall be delivered to the District.

### FEES

3. In consideration of services provided by the District in conjunction with this agreement the Developer shall submit a deposit of \$ \_\_\_\_\_ to the District. Costs incurred by the District in administering the terms of this agreement shall be charged against the deposit during the term of the project. District costs shall be based on the actual time and expenses expended by the District or its consultant.

## **HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT**

5. All plans and profiles, including major and minor redesigns and changes, as-built plans, easements and all estimated and final direct total project costs shall be certified by a professional engineer (or surveyor for easements) in good standing and licensed to practice in the State of Washington.
6. The Developer shall, concurrent with delivering the easements, bill of sale and warranties, deliver to the District a complete and accurate set of as-built plans on 24" x 36" mylar, as well as an AutoCad® (District compatible) computer disk of the as-built plans. The plans shall be in conformance with all District requirements.

### **INSURANCE AND BONDING**

7. The Developer shall furnish to the District prior to the preconstruction conference a performance guarantee of a type and in a form, as determined by the District in its sole discretion, in an amount equal to one hundred (100) percent of the engineer's estimated extension construction cost or Five Thousand Dollars (\$5,000), whichever is greater. If the performance guarantee is a surety performance bond, the bond shall be issued by a surety acceptable to the District. The cost of the performance guarantee shall be the responsibility of the Developer.
8. The Developer shall require its Contractors to secure and maintain, during the term of this contract the following insurance:
  - 8.1. General liability insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, blasting, collapse and destruction of underground utilities (X.C.U.) and coverage for premises, operations, independent contractors, products, contingent liability, including products and completed operations and blanket contractual liability at a combined single limit of at least \$2,000,000 per occurrence with a per project aggregate of \$3,000,000. This insurance shall cover the Developer, the District, the Contractor and all subcontractors for claims or damages of any nature whatsoever, including, but not limited to bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this contract, whether such operations be by themselves or by any subcontractor.
  - 8.2. Comprehensive automobile liability, bodily injury and property damage combined single limit of at least \$1,000,000.

## **HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT**

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13. Construction shall be performed on behalf of the Developer by a knowledgeable and competent contractor in water system construction (herein referred to as "Contractor") who must be registered in the State of Washington under the Contractor's Registration Act (Chapter 18.27 of the Revised Code of Washington (RCW)), and insured as set forth herein. If the Developer is acting as its own contractor, the Developer must be similarly knowledgeable, competent, registered and insured.
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## **HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT**

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23. Upon the District's sole determination, and if warranted, at completion of the Developer Extension, the District and the Developer shall both execute and acknowledge a Latecomer's Agreement which shall be recorded with the King County Recorder at the Developer's expense. The Latecomer's Agreement and procedures are available from the District upon request.

If the Developer anticipates a need for a Latecomer's Agreement, please check the adjacent box.    Yes

24. No part of the water main extension or related appurtenances may be constructed without attending a pre-construction meeting to be held at the District's office. The meeting shall be attended by the Developer, Project Contractor and a designated District representative unless otherwise directed by the District. The District's assigned inspector must receive job start notification no fewer than 72 hours in advance of the beginning of construction.

### **MISCELLANEOUS**

25. Throughout this contract, unless the contract requires otherwise, words denoting the singular may be construed as denoting the plural and vice versa, and words of one gender may be construed as denoting such other gender as is appropriate.

## HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

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IN WITNESS WHEREOF the parties have entered into this contract the date first above written.

**HIGHLINE WATER DISTRICT**

By: \_\_\_\_\_  
Its General Manager

23828 30th Ave S  
Kent, WA 98032  
Phone: 206-824-0375  
Fax: 206-824-0806

Bridge Point SeaTac 300, LLC

By:   
Its \_\_\_\_\_

10655 NE 4th St., Ste. 500  
Bellevue, WA 98004  
Phone: 425-749-4325  
\_\_\_\_\_

Point

BRIDGE POINT SEATAC MAHWOOD  
BRIDGE POINT SEATAC 300

03/21/22

A PORTION OF THE SE 1/4 OF THE NE 1/4 OF SEC. 5, TWN. 22 N., RGE. 04 E. W.M.  
KING COUNTY, WASHINGTON.

LEGAL DESCRIPTION

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LEGAL DESCRIPTION (CONT'D)

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BRIDGE POINT SEATAC 300  
BRIDGE DEVELOPMENT PARTNERS, LLC  
HIGHWAY WATER EXTENSION PERMIT SET



LEGAL DESCRIPTION  
CWO.2



## SITE MAP



*Point*  
**Bridge/Sea Tac Maywood**  
1410 S 200<sup>th</sup> Street  
Parcel 7686201040  
NE-05-22-04





**Agenda Item No.:** 5.2  
**Agenda Date:** 12/21/22  
**Reviewed By:** [Signature]

**Subject:** Terminate developer extension agreement with Bridge Development Partners, LLC and authorize new developer extension agreement with Bridge Sea Tac 300, LLC (Bridge Point SeaTac Maywood)

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Amount:</i> \$ _____			

**ATTACHMENTS:**

1. Resolution 22-12-21B
2. Developer Extension Agreements - Exhibits A and B

**COMMENTS:**

The developer name, Bridge Development Partners, LLC is incorrect and entered in a contract with Highline Water District. The correct developer name for the project ownership is to be changed to Bridge Point Sea Tac 300, LLC. A new developer extension agreement will be required.

The District’s Engineer and General Manager recommend approval of this resolution.