HIGHLINE WATER DISTRICT King County, Washington

RESOLUTION 24-5-15A

RESOLUTION AUTHORIZING TWELVE-MONTH TIME EXTENSION FOR COMPLETION OF THE BRIDGE POINT SEATAC MAYWOOD DEVELOPER EXTENSION PROJECT

WHEREAS, the Board of Commissioners authorized the Bridge Point SeaTac Maywood Developer Extension Project by passage of Resolution 22-12-21B; and,

WHEREAS, the Developer, Bridge Point SeaTac 300, LLC, did not complete construction within the 18-month period as specified in the developer extension agreement dated December 21, 2022, and on file at the District; and,

WHEREAS, the Developer desires to proceed with the project and requires a time extension of twelve (12) months to complete the construction of the project; and,

WHEREAS, District staff recommend approval of this resolution.

NOW THEREFORE BE IT RESOLVED:

Highline Water District authorizes Bridge Point SeaTac 300, LLC a time extension of 12 months to the Developer Extension Agreement to complete the Bridge Point SeaTac Maywood Developer Extension Project.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at a Regular Open Public Meeting held this **15th** day of **May 2024**.

BOARD OF COMMISSIONERS Docusigned by: Lathlen Grong-Vermeire Kathleen Grong-Vermeire, President Polly Paigle Polly Paigle

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.

	OMMISSIONERS DocuBigned by:
DocuSignad by:	
Polly Daigle	Daniel Johnson
Polly Dalgle, President	Daniel Johnson, Secretary
DocuSigned by:	DocuSigned by:
told Fulty	Vina koister
Todd Fultz, Commissioner	Vince Koester, Commissioner
DocuBigned by:	
Kathleen Grong-Vermeire	
karmeen Ouong-Vermeire, Commissioner	

EXHIBIT A

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:

- 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: 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

Pall Dard	X		
Polly Daigle, President	Yea	Nay	Abstain
DocuBlgned by:			
Daniel Johnson	X		
Daniel Johnson, Secretary	Yea	Nay	Abstain
Docusigned by:			
todd Fulta	<u>X</u>		
Todd Fultz, Commissioner	Yea	Nay	Abstain
DocuSigned by:			
Vince bosster	X		
Vince Koester, Commissioner	Yea	Nay	Abstain
— DecuSigned by:			
rate-Goglidan	X		
Kathleen Quong-Vermeire, Commissioner	Yea	Nay	Abstain

HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

THIS CONTRACT entered into as of this 5 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:

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("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:

- 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.
- 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.

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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.
- 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.

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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 \Box
- 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

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General Manager

25828 30th Ave S Kent, WA 98032

Phone: 206-824-0375 Fax: 206-824-0806 Bridge Development Partners, LLC

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Its

10655 NE 4th St. Ste. 500

Believue, WA 98004

Phone: 425-749-4325

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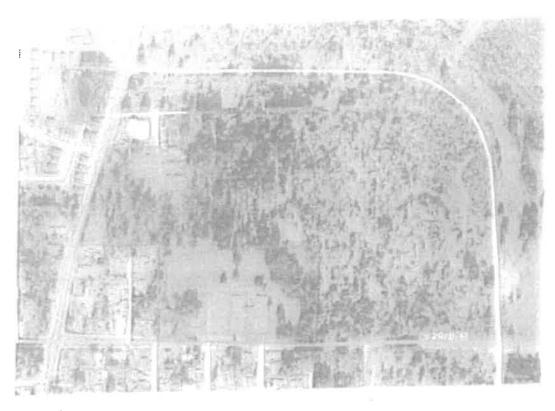
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SITE MAP



ForvilBridge Sea Tac Maywood
1410 S 200th 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
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HIGHLINE WATER DISTRICT
DEVELOPER EXTENSION CONTRACT

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HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

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HIGHLINE WATER DISTRICT DEVELOPER EXTENSION CONTRACT

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

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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.

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Ву:

Its General Manager

23828 30th Ave S Kent, WA 98032

Phone: 206-824-0375

Fax: 206-824-0806

Bridge Point SeaTac 300, LLC /

Its

10655 NE 4th St., Ste. 500

Bellevue, WA 98004

Phone: 425-749-4325

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SITE MAP



Point-Bridge/Sea Tac Maywood 1410 5 200th Street Parcel 7686201040 NE-05-22-04

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NTS

Agenda Item No.: 5.2
Agenda Date: 12/21/22
Reviewed By:

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

CATEGO	RY	FINANCIAL		
Executive		Expenditures?	Yes	No N/A x
Administrative		Budgeted?	Yes	No N/A x
Engineering/Operation	ons 💌		Amount	t; \$

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.

Agenda Item No.: 5.1
Agenda Date: 5/15/2024
Reviewed By:

Subject: Authorize Time Extension to Previously Authorized DE Project

Bridge Point SeaTac Maywood

ATTACHMENTS:

- **1.** Resolution 24-5-15A
- 2. Site Map
- 3. Resolution 22-12-21B

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, 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.

GENERAL LOCATION OF 1410 S 200th St, SeaTac, WA 98198

DE:

Bill of Sale Dated:

Signed by:

Requesting Latecomers

Payback Agreement: Yes No x N/A

Deposit Paid: Yes x No No N/A

Amt. of Deposit: \$10,000