



AGREEMENT FORM

THIS AGREEMENT is made and entered into this 7th day of July, 2025 by and between the City of Kirkland, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "City" and Saybr Contractors, Inc., hereinafter referred to as "Contractor" effective as of the date of the first signature on the agreement so long as all other parties' authorized signatories have also executed the Agreement.

In consideration of the mutual covenants and obligations contained herein, the City and Contractor agree as follows:

1. **Agreement.** The "Contract Documents" form the "Contract." The Contract Documents consist of this Agreement, any attached Exhibits, the Project Manual, including the General Conditions; Supplemental Conditions, if any, Special Provisions, if any, the Specifications, Contract Plans, and Amendments to the Specifications; and written modifications, amendments and Change Orders to the Contract issued after execution of this Agreement, the City's Contract Bid Documents for the Project, including but not limited to the Bid package, Instructions to Bidder, Addenda, Proposal Form, Contractor's Proposal and all documents submitted therewith in response to the City's Invitation to Bid, and any additional documents referenced as comprising the Contract and Contract Documents, which are hereby fully incorporated as part of the Contract as if set forth herein.
2. **Project.** Contractor shall fully complete all Work and furnish all labor, tools, materials, and equipment for the project entitled Fire Station 24 Fire Training Facility, Project No. CIP # PSC 3009 000, Job # 22-25-PW, including Alternate #1, including all changes to the Work, timely and in strict accordance with the Contract Documents.
3. **Payments.** In consideration of full and faithful compliance with the terms and conditions of this agreement and the Contract Documents, the City shall pay Contractor, at the times and in the manner provided in the Contract Documents, the total sum of One Million, Eighty-Eight Thousand, Six Hundred Sixty One Dollars (\$1,088,661.00), which represents the base bid of \$820,000.00 and Alternate #1 bid of \$167,000.00 and the estimated Washington State Sales Tax (10.3%). The payments to Contractor include the costs for all labor, tools, materials, equipment, and subcontracts for the Work.
4. **Contract Sum.** The Contract Sum shall be the base bid amount, plus Alternate #1 bid amount, plus anticipated Washington State Sales Tax, subject to addition and deductions as provided in the Contract Documents.
5. **Completion Date.** The Contract Time shall be measured from the Notice to Proceed date to the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents. Time is of the essence in completion of the Work. Contractor shall achieve Substantial Completion of the Work by 115 consecutive calendar Days after receipt of the notice to proceed, which shall be sent via e-mail, subject to adjustments of this Contract Time as provided in the Contract Documents. Final Completion shall be achieved within fifteen (15) calendar days after Substantial Completion. Contractor represents to the City that the Contract Time is adequate for full performance of the Work. Contractor shall also achieve any interim milestones and phasing requirements set forth in the Contract Documents. If the physical Work under this Agreement is not completed within

the time specified, Contractor shall pay liquidated damages and all engineering inspection and supervisions costs to the City as specified in the Contract Documents.

6. **Liquidated damages.** The City will assess, and Contractor will be responsible for, liquidated damages in the amount of \$200.00 per Day for each Day beyond the Contract Time that Substantial Completion is not timely achieved and \$200.00 per Day beyond the Contract Time that Final Completion is not timely achieved. Contractor and the City agree that any liquidated damages established by this Agreement are not penalties and are a reasonable estimation of actual damages to the City, as of this date of Agreement, based on the inherent uncertainty and difficulty in calculating and quantifying damages caused by delays in the construction of the Project. This provision is intended to be in lieu of Contractor's liability for delay damages sustained by Owner by reason of Contractor's delay in reaching Substantial Completion by the date set for Substantial Completion. This provision shall not relieve or release Contractor from liability occasioned by other breaches or defaults under this Contract, nor shall it limit Owner's rights to terminate the Contract for cause pursuant to the General Conditions or to pursue any other remedy under the Contract or otherwise. In addition, Owner may recover its actual damages (including direct architectural, administrative, and other related costs attributable to the Project) as a result of any delay by Contractor in reaching Final Completion within the time required in Paragraph 4 above.
7. **Independent Contractor.** Contractor's employees, while engaged in the performance of any of Contractor's services under this Agreement, shall be considered employees of the Contractor and not employees, agents, representatives of the City and as a result, shall not be entitled to any coverage or benefits from the City. Contractor's relation to the City shall be at all times as an independent contractor. Any and all Workman's Compensation Act claims on behalf of Contractor employees, and any and all claims by third-party as a consequence of any negligent act or omission on the part of Contractor's employees, while engaged in services provided to be rendered under this Agreement, shall be solely Contractor's obligation and responsibility.
7. **Jurisdiction and Venue.** Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in King County Superior Court for the State of Washington.
8. **Contract is complete and integrated agreement.** The Contract represents the entire, complete, and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. No oral representations or other agreements have been made by the parties except as specifically established in the Contract.
9. **Severability.** A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect. In such event a provision is determined void or unenforceable, the parties agree to negotiate a replacement provision to enable that party to receive the benefit as nearly as possible as to what it would have received but for the determination that a provision was illegal or unenforceable.

CITY OF KIRKLAND
FIRE STATION 24 – FIRE TRAINING FACILITY
KIRKLAND, WASHINGTON

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

In witness whereof, the City, as approved by the City Council, and Contractor have executed this agreement by their proper officers or duly authorized agents

Dated: 07/28/2025

Dated: July 07, 2025

City of Kirkland

Saybr Contractors, Inc.

By: James Lopez
James Lopez (Jul 28, 2025 08:59:32 PDT)

By: [Signature]
William Durkin / Bobby Say

Its: Deputy City Manager, External Affairs

Its: President / Secretary

Attention: If Contractor is a corporation, the name of the corporation should be listed in full and both the President and Secretary must sign the contract. OR, if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City and made part of the Contract Documents.

If the business is a partnership, the full name of each partner should be listed followed by d/b/a and the firm or trade name. Any one partner may sign the Contract.

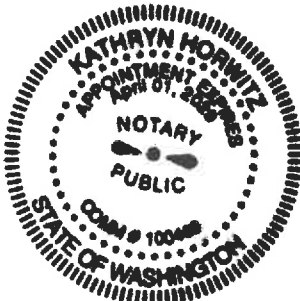
If the business is a limited liability company, an authorized management member or manager must sign followed by his/her title.

(For corporations, LLC's and other legal entities)

STATE OF WASHINGTON)
) SS
COUNTY OF PIERCE)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared William Durkin / Bobby Say to me known to be the President & Secretary of Saybr Contractors, Inc. the legal entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said legal entity, for the uses and purposes therein set forth, and on oath stated that he/she was authorized to sign said instrument.

Given under my hand and official seal this 7th day of July, 2025



[Signature]
Print Name: Kathryn Horwitz
NOTARY PUBLIC in and for the State of
Washington, residing Tacoma WA
Commission expires: 04/01/2026

(For individuals and d/b/a's)

STATE OF WASHINGTON)

CITY OF KIRKLAND
FIRE STATION 24 – FIRE TRAINING FACILITY
KIRKLAND, WASHINGTON

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COUNTY OF KING) SS
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On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the individual(s) described herein and who executed the foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20__.

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing _____
Commission expires: _____

END OF SECTION

