

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 12<sup>th</sup> day of January 20 21 by and between A. Ruiz Construction Co. & Assoc., Inc. located at 1601 Cortland Ave., San Francisco, CA 94110 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 12<sup>th</sup> day of January, 2021, under AWARD OF EMERGENCY CONSTRUCTION CONTRACT ORDER NO. 204145, as more fully appears in the formal record of the DIRECTOR:

**STEAM PIPE REPAIR AT LARKIN AND MCALLISTER**  
(San Francisco Public Works Contract No. 1000020654)

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within **19** consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within **60** consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.

- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

### ARTICLE 3 – CONTRACT SUM

#### 3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):

1. Lump sums for specified portions of the Work.
2. The total of all Unit Price Items bid.
3. The allowance specified.

Total awarded contract amount: \$ 275,271.70.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e).
- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved,

the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

- A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Works, City and County of San Francisco, Nicolas King, 49 South Van Ness Avenue, Suite 1100, San Francisco, CA, 94103 and are also available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

#### ARTICLE 5 – NOTICES TO PARTIES

5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: William Pressas, Project Manager  
San Francisco Public Works  
2323 Cesar Chavez Street Building B  
San Francisco, CA 94124  
Phone: (415) 695-2059  
Email: [williaml.pressas@sfdpw.org](mailto:williaml.pressas@sfdpw.org)

To CONTRACTOR: Antonio Ruiz, President  
A. Ruiz Construction Co. & Assoc., Inc.  
1601 Cortland Ave.  
San Francisco, CA 94110  
Phone: (415) 647-4010  
Email: [truiz@aruizconstruction.com](mailto:truiz@aruizconstruction.com)

5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing,

notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

**ARTICLE 6 – TERMINATION AND SURVIVAL**

- 6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).
- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

yes  
Principal BY: Antonio Ruiz 1/14/2021 | 2:13:07 PM PST  
BY: 5ECFCAE31AE549A...  
president  
Title

CITY:

Recommended By: William Pressas 1/14/2021 | 2:15:19 PM PST  
Project Manager: Carla Short 1/14/2021 | 2:36:18 PM PST  
Division Manager: Dyaida Durden 1/16/2021 | 7:56:48 PM PST  
Deputy Director: 32475AB478D84AD...

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

APPROVED:

Director BY: Alane Dignard 1/19/2021 | 10:36:07 PM PST  
By: Yasvira Taylor 1/19/2021 | 9:47:58  
Deputy City Attorney

END OF SECTION







San Francisco Public Works  
General – Director’s Office  
City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102  
(415) 554-6920 [www.SFPublicWorks.org](http://www.SFPublicWorks.org)

**Public Works Order No: 204145**

**CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS  
EMERGENCY DECLARED AND CONTRACT AWARDED**

An **Emergency** exists at the City owned steam distribution system (a.k.a., the Steam Loop) in the Civic Center Plaza due to the breakdown of underground steam piping resulting in severe steam leaks requiring immediate repair and replacement to safeguard the lives of the citizens.

This is a deteriorating eighty-year-old system used for delivering steam to City Hall, Family Courthouse, Dept. of Public Health Head Quarter and Bill Graham Civic Auditorium. Steam at these buildings is used for space heating and providing domestic hot water to restrooms. The section of piping that crosses Larkin street has developed severe underground leaks which have damaged the nearby AT&T Life Safety Communication Lines. This has created an emergency situation by leaving the downstream buildings without life safety communication connection to AT&T. This line has been shutdown to allow AT&T perform required repairs to the life safety network and requires replacement and repairs before it can be reactivated for steam delivery to the buildings.

In addition, an alternative piping route in front of City Hall is currently being used for temporarily deliver of steam which also has severe leaks, ejecting steam from the sidewalk joints, street seamlines and utility access manholes. This alternative section of piping is creating a hazardous scalding situation for the public and steam supply to the building is at risk due to the imminent breakdown which would lead to complete closure of the aforementioned buildings.

A similar steam leak and a scalding incident on this distribution system was subject of legal proceeding against the City last year. The Larking Crossing Pipeline requires immediate emergency replacement and repairs to remove the scalding risk to the public and to allow AT&T’s safe operation of the life safety communication network.

Therefore, in order to move forward with the project **an Emergency is declared to exist** under the provisions of Section **6.60** of the San Francisco Administrative Code, and

**A Ruiz Construction Co. & Assoc., Inc.**  
**1601 Cortland Ave.**  
**San Francisco, CA 94110**  
**Supplier ID: 000003434**

is hereby awarded a contract to excavate, replace the faulty piping section, repair the plumbing system in Manhole #3 and restore the street and sidewalk surfaces at the corner of Larking and McAllister for the steam distribution system operated by the Real Estate Division at a cost not to exceed **\$275,271.70**.

Contractor shall indemnify and hold harmless the City & County of San Francisco, its officers, agents and employees and furnish certificates of insurance protecting Contractor, any sub-contractors and the City & County of San Francisco and its officers, agents and employees against claims arising out of work performed pursuant to this order with the City & County of San Francisco, its officers, agents and employees named as additional insureds.



**Commercial General Liability Insurance** with limits not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate, combined single limit for bodily injury and property damage, including coverage for contractual liability, independent contractors, explosion, collapse and underground (XCU), personal injury, broadform property damage and completed operations.

**Commercial Automobile Liability Insurance** with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, hired or non-owned vehicles, as applicable.

**Workers' Compensation**, in statutory amount, including Employers' Liability coverage with limits not less than \$1,000,000 each accident, injury or illness.

DISTRIBUTION:

PM: [William.Pressas@sfdpw.org](mailto:William.Pressas@sfdpw.org);

BBR: [Kevin.Sporer@sfdpw.org](mailto:Kevin.Sporer@sfdpw.org);

Deputy Director: [Carla.Short@sfdpw.org](mailto:Carla.Short@sfdpw.org)

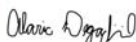
Public Affairs: [Jennifer.Blot@sfdpw.org](mailto:Jennifer.Blot@sfdpw.org)

K2Systems: [K2Systems@sfdpw.org](mailto:K2Systems@sfdpw.org)

Contract Admin: [ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org);

X

DocuSigned by:



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Acting Director of Public Works

## Certificate Of Completion

Envelope Id: BAA3E7538EF64A9E99A9F6DBFE6E1384	Status: Completed
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Document Pages: 9	Signatures: 6
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Ben Washington
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	49 S Van Ness Ave
	San Francisco, CA 94103
	ben.washington@sfdpw.org
	IP Address: 208.121.5.170


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Status: Original	Holder: Ben Washington	Location: DocuSign
1/14/2021 12:07:28 PM	ben.washington@sfdpw.org	

## Signer Events

Antonio Ruiz  
 truíz@aruizconstruction.com  
 president  
 a.ruiz construction co. assoc. inc.  
 Security Level: Email, Account Authentication (None), Authentication

## Signature

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## Timestamp

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 Signed: 1/14/2021 2:13:07 PM

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 Phone: +1 415-559-0415 (recipient-provided)

Phone Auth:  
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 Vendor ID: Authenticate  
 Type: PhoneAuth  
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 Phone: +1 415-559-0415 (recipient-provided)

**Electronic Record and Signature Disclosure:**  
 Accepted: 1/14/2021 2:10:18 PM  
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William Pressas  
 williaml.pressas@sfdpw.org  
 BBR superintendent  
 Public Works  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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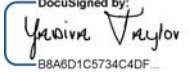
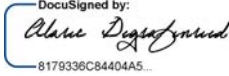
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 Not Offered via DocuSign

Carla Short  
 Carla.Short@sfdpw.org  
 BUF Superintendent  
 Public Works  
 Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
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<p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		
<p>Yadira Taylor  Yadira.Taylor@sfcityatty.org  Deputy City Attorney  San Francisco City Attorney's Office  Security Level: Email, Account Authentication (None), Authentication</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 208.121.36.177</p>	<p>Sent: 1/16/2021 7:56:50 PM  Viewed: 1/19/2021 9:47:26 AM  Signed: 1/19/2021 9:47:58 AM</p>
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<p>Alaric Degrafinried  Alaric.Degrafinried@sfdpw.org  Acting Director  City and County of San Francisco  Security Level: Email, Account Authentication (None)</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 71.202.7.204</p>	<p>Sent: 1/19/2021 9:48:00 AM  Viewed: 1/19/2021 10:35:41 PM  Signed: 1/19/2021 10:36:07 PM</p>
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Intermediary Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Dennis Lam Dennis.Lam@sfdpw.org Public Works Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/14/2021 12:13:35 PM
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Robert Loftus robert.loftus@sfdpw.org Public Works Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 1/14/2021 12:13:36 PM
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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Public Works (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Public Works:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dannie.tse@sfdpw.org

**To advise Public Works of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dannie.tse@sfdpw.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Public Works**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dannie.tse@sfdpw.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Public Works**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to dannie.tse@sfdpw.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Public Works as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Public Works during the course of my relationship with you.