

1 [Occupation of McAllister Street and Fulton Street during the construction operations at 1750
2 Fulton Street (Assessor Block 1175, Lot 010).]

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4 **Resolution granting revocable permission to Roberts-Obayashi Corporation to**
5 **temporarily close and occupy a portion of the sidewalk and parking lane for a nine (9)**
6 **month period on the south side of McAllister Street, between Masonic and Central**
7 **Avenues and one westbound traffic lane on Fulton Street with intermittently closure of**
8 **the north sidewalk between Masonic and Central Avenue during construction**
9 **operations at 1750 Fulton Street (Block 1175, Lot 010).**

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11 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission
12 revocable at the will of the Board of Supervisors, is requested by Robert-Obayashi
13 Corporation to temporarily close and occupy the sidewalk and parking lane on the south side
14 of McAllister Street, between Masonic and Central Avenues; and one westbound traffic lane
15 on Fulton Street with intermittently closure of the north sidewalk on Fulton Street, between
16 Masonic And Central Avenues during construction operations at the aforementioned location;
17 and,

18 WHEREAS, The Permittee shall post "Sidewalk Closed/Use Other Side" signs at both
19 ends of the block at both ends of the site on both streets; shall maintain a minimum of one
20 lane open at 12' at all time on westbound Fulton Street; shall maintain and provide access to
21 the Bus Stop on the north side of Fulton Street at Masonic Avenue open to pedestrian at all
22 times; provide flagpersons as necessary and shall place and maintain reflectors and/or flasher
23 lights at each end of construction barricades; shall provide "TOW-AWAY – NO STOPPING
24 ANYTIME" signs on McAllister and Fulton Streets; and shall provide all other necessary
25 requirements; i.e., additional signs, equipment, etc. to control pedestrian and vehicular traffic,

1 all to the requirements of the Department of Public Works and the Department of Parking and
2 Traffic; and,

3 WHEREAS, The permission for said occupancy is granted for nine (9) months, starting
4 on October 17, 2001 and shall expire no later than July 31, 2002 and,

5 WHEREAS, That in consideration of this Permit being issued for the work described in
6 the application, the Permittee on its behalf and that of any successor or assign, and on behalf
7 of any lessee, promises and agrees to perform all the terms of this Permit and to comply with
8 all applicable laws, ordinances and regulations; and,

9 WHEREAS, The permittee agrees on its behalf and that of any successor or assign to
10 hold harmless, defend, and indemnify the City and County of San Francisco, including,
11 without limitation, each of its commissions, departments, officers, agents, and employees
12 (hereafter collectively referred to as the "City") from and against any and all losses, liabilities,
13 expenses, claims, demands, injuries, damages, fines, penalties, costs or judgements
14 including without limitation, attorneys' fees and costs (collectively, "claims") of any kind
15 allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, the
16 Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged
17 in the performance of the work authorized by this Permit, or while in or about the property
18 subject to this Permit for any reason connected in any way whatsoever with the performance
19 of the work authorized by this Permit or allegedly resulting directly or indirectly from the
20 maintenance or installation of any equipment, facilities or structures authorized under this
21 Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or
22 employee of either of them, while engaged in the performance of the works authorized by this
23 Permit, or while in or about the property, for any reason connected with the performance of
24 the work authorized by this Permit, or arising from liens or claims for services rendered or
25 labor or materials furnished in or for the performance of the work authorized by this Permit,

Department of Public Works

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1 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any
2 way allegedly connected with the work authorized by this Permit from any cause or claims
3 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of
4 any hazardous material caused or allowed by Permittee in, under, on, or about the property
5 subject to this Permit or into the environment. As used herein, "hazardous material" means
6 any substance, waste or material which, because of its, quantity, concentration of physical or
7 chemical characteristic is deemed by an federal, state or local governmental authority to pose
8 a present or potential hazard to human health or safety or to the environment; and,

9 WHEREAS, The Permittee must hold harmless, indemnify and defend the City
10 regardless of the alleged negligence of the City or any other party, except on for claims
11 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
12 specifically acknowledges and agrees that it has an immediate and independent obligation to
13 defend the City from any claims which actually or potentially falls within this indemnify
14 provision, even if the allegations are or may be groundless, false or fraudulent, which
15 obligation arises at the time should claim is tendered to Permittee by the City and continues
16 all time thereafter. Permittee agrees that the indemnification obligations assumed under this
17 Permit shall survive expiration of the Permit or completion of work; and,

18 WHEREAS, The Permittee shall obtain and maintain through the terms of this Permit
19 general liability, automobile liability or worker's compensation insurance as the City deems
20 necessary to protect the City against claims for damages for personal injury, accidental death
21 and property damage allegedly arising from any work done under this Permit. Such insurance
22 shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and
23 with insurers satisfactory to the City, evidencing all coverage above shall be furnished to the
24 City before commencing any operations under this Permit, with complete copies of policies
25 furnished promptly upon City request; and,

1 WHEREAS, No structure shall be erected or constructed on said sidewalk except as
2 specifically permitted herein; and,

3 WHEREAS, The Permittee shall pay a non-refundable fee of \$37,912.50 for the nine-
4 month duration of said occupancy; and,

5 WHEREAS, The Permittee shall, upon completion of all construction operations or
6 upon determination by the Director of Public Works that said street occupancy is no longer
7 required, restore the street areas to the satisfaction of the Department of Public Works and
8 reopen the area to public use; and,

9 WHEREAS, This permission shall expire upon completion of said construction
10 operations or upon determination by the Director of Public Works that said street occupancy is
11 no longer required; and,

12 WHEREAS, That the Permittee shall procure the necessary permits from the Central
13 Permit Bureau and/or the Bureau of Street-Use and Mapping, Department of Public Works
14 and pay the necessary permit and inspection fees prior to occupying said area; now,
15 therefore, be it,

16 RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8,
17 permission revocable at the will of the Board of Supervisors, is requested by Roberts-
18 Obayashi Corporation to temporarily close and occupy a portion of the sidewalk and parking
19 lane on the south side of McAllister Street, from Masonic Avenue to Central Avenue; and one
20 westbound traffic lane with intermittently closure of the north sidewalk on Fulton Street, from
21 Masonic Avenue to Central Avenue; during construction operations at the aforementioned
22 location.

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1 RECOMMENDED:

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4 Harlan L. Kelly, Jr.
5 Deputy Director for Engineering
6 and City Engineer

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APPROVED:

Edwin M. Lee
Director of Public Works