

1 [A six-month extension of the occupancy of the south side of Howard Street during  
2 construction operations at 405 Howard Street (Assessor's Block 3737, Lot 1).]

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4 **Resolution granting revocable permission to Webcor Builders for a six-month**  
5 **extension to temporarily close and occupy a portion of the sidewalk and parking lane**  
6 **on the southerly side of Howard Street, between 1<sup>st</sup> and Fremont Streets, during**  
7 **construction operations at 405 Howard Street (Assessor's Block 3737, Lot 1).**

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9 WHEREAS, Board of Supervisors Resolution No. 565-01, approved July 20,  
10 2001, granted revocable permission to Webcor Builders to temporarily close and occupy a  
11 portion of the sidewalk and parking lane on the southerly side of Howard Street, between 1<sup>st</sup>  
12 and Fremont Streets from November 6, 2000 through November 6, 2001; and,

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14 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, Webcor  
15 Builders requested a six-month extension to temporarily close and occupy a portion of the  
16 sidewalk and parking lane on the southerly side of Howard Street, between 1<sup>st</sup> and Fremont  
17 Streets; and,

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19 WHEREAS, The Permittee shall maintain a minimum 4-foot clear path of travel at the  
20 easternmost 115 feet of the subject site to accommodate car pool drop-offs Monday through  
21 Friday from 6:00 AM to 10:00 AM; and,

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23 WHEREAS, The Permittee shall arrange with the San Francisco Police Department  
24 (SFPD) to provide and post an SFPD Officer Monday through Friday from 6:00 AM to 10:00  
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1 AM to monitor and control car pool drop-off activity at the easternmost 115 feet of the subject  
2 site; and,

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4 WHEREAS, The permission for said extension of occupancy is granted for six (6)  
5 months from November 6, 2001, and shall expire no later than May 6, 2002; and,

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7 WHEREAS, The Permittee shall provide flagpersons as necessary; shall place and  
8 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide  
9 and post signs as follows: "SIDEWALK CLOSED/USE OTHER SIDE" on Howard at Fremont  
10 Street, "SIDEWALK CLOSED" on Howard Street, 115' westerly of Fremont Street, and  
11 "SIDEWALK CLOSED/USE OTHER SIDE" on Howard at 1<sup>st</sup> Street, and shall provide all other  
12 necessary requirements; i.e. additional signs, equipment, etc. to control pedestrian and  
13 vehicular traffic, all to the requirements of the department of Public Works (DPW) and the  
14 Department of Parking & Traffic (DPT); and,

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

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21 WHEREAS, The permittee agrees on its behalf and that of any successor or assign to  
22 hold harmless, defend, and indemnify the City and County of San Francisco, including,  
23 without limitation, each of its commissions, departments, officers, agents, and employees  
24 (hereafter collectively referred to as the "City") from and against any and all losses, liabilities,  
25 expenses, claims, demands, injuries, damages, fines, penalties, costs or judgements

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1 including without limitation, attorneys' fees and costs (collectively, "claims") of any kind  
2 allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, the  
3 Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged  
4 in the performance of the work authorized by this Permit, or while in or about the property  
5 subject to this Permit for any reason connected in any way whatsoever with the performance  
6 of the work authorized by this Permit or allegedly resulting directly or indirectly from the  
7 maintenance or installation of any equipment, facilities or structures authorized under this  
8 Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or  
9 employee of either of them, while engaged in the performance of the work authorized by this  
10 Permit, or while in or about the property, for any reason connected with the performance of  
11 the work authorized by this Permit, or arising from liens or claims for services rendered or  
12 labor or materials furnished in or for the performance of the work authorized by this Permit,  
13 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any  
14 way allegedly connected with the work authorized by this Permit from any cause or claims  
15 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of  
16 any hazardous material caused or allowed by Permittee in, under, on, or about the property  
17 subject to this Permit or into the environment. As used herein, "hazardous material" means  
18 any substance, waste or material which, because of its quantity, concentration of physical or  
19 chemical characteristic is deemed by any federal, state or local governmental authority to  
20 pose a present or potential hazard to human health or safety or to the environment; and,

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22 WHEREAS, The Permittee must hold harmless, indemnify and defend the City  
23 regardless of the alleged negligence of the City or any other party, except on for claims  
24 resulting directly from the sole negligence or willful misconduct of the City. The Permittee  
25 specifically acknowledges and agrees that it has an immediate and independent obligation to

1 defend the City from any claims which actually or potentially falls within this indemnify  
2 provision, even if the allegations are or may be groundless, false or fraudulent, which  
3 obligation arises at the time such claim is tendered to Permittee by the City and continues all  
4 times thereafter. Permittee agrees that the indemnification obligations assumed under this  
5 Permit shall survive expiration of the Permit or completion of work; and,  
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7 WHEREAS, The Permittee shall obtain and maintain through the terms of this Permit  
8 general liability, automobile liability or worker's compensation insurance as the City deems  
9 necessary to protect the City against claims for damages for personal injury, accidental death  
10 and property damage allegedly arising from any work done under this Permit. Such insurance  
11 shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and  
12 with insurers satisfactory to the City, evidencing all coverage above shall be furnished to the  
13 City before commencing any operations under this Permit, with complete copies of policies  
14 furnished promptly upon City request; and,  
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16 WHEREAS, No structure shall be erected or constructed on said sidewalk except as  
17 specifically permitted herein; and,  
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19 WHEREAS, The Permittee shall pay a non-refundable fee of \$33,000 for the six-month  
20 extension of said occupancy; and,  
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22 WHEREAS, The Permittee shall, upon completion of all construction operations or  
23 upon determination by the Director of Public Works that said sidewalk and street occupancy is  
24 no longer required, restore the street areas to the satisfaction of the Department of Public  
25 Works and reopen the area to public use; and,

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

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

RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8, permission revocable at the will of the Board of Supervisors, is hereby granted to Webcor Builders to temporarily close and occupy a portion of the sidewalk and parking lane on the southerly side of Howard Street, between 1<sup>st</sup> and Fremont Streets, except for a minimum 4' clear pedestrian path of travel at the easternmost 115 feet of the subject site, during construction operations at the aforementioned location.

RECOMMENDED:

APPROVED:

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

Edwin M. Lee  
Director of Public Works