

1 GRANTING REVOCABLE PERMISSION TO WEBCOR BUILDERS TO TEMPORARILY CLOSE
2 AND OCCUPY THE NORTHERLY SIDEWALK AND A 7'-0" WIDE PORTION OF THE STREET
3 AREA ON NATOMA STREET WESTERLY OF NEW MONTGOMERY STREET DURING THE
4 CONSTRUCTION OF THE SAN FRANCISCO MUSEUM OF MODERN ART (S.F. MOMA)
5 PARKING GARAGE AT 141-151 MINNA STREET.

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8 RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8, permission
9 revocable at the will of the Board of Supervisors, is hereby granted to Webcor Builders to temporarily
10 close and occupy the northerly sidewalk and a 7'-0" wide portion of the street area on Natoma Street,
11 westerly of New Montgomery Street, during construction of the S.F. MOMA Parking Garage at 141-
12 151 Minna Street.

13 PROVIDED, That The Permittee shall provide flagpersons as necessary and shall place and
14 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide
15 "SIDEWALK CLOSED, USE OTHER SIDE OF STREET" and "TOW-AWAY-NO STOPPING
16 ANYTIME" signs; and shall provide all other necessary requirements; i.e., additional signs,
17 equipment, etc. to control pedestrian and vehicular traffic, all to the requirements of the Department of
18 Public Works and the Department of Parking and Traffic;

19 FURTHER PROVIDED; That The Permittee shall establish "No Parking" zone fronting the
20 project site on Natoma Street; shall relocate the loading/unloading zone meters currently along this
21 portion of Natoma Street to a DPT approved area behind Heald College; shall create a 9'-0" wide "No
22 Parking" zone directly behind Heald College's gate for ingress and egress of emergency vehicles; shall
23 coordinate with the owners of the adjacent business to accommodate dates and times and to insure
24 proper delivery of supplies and materials; and shall move their construction fence, as necessary, to
25 allow for the passage of oversize vehicles.

1 FURTHER PROVIDED, That permission for said occupancy is granted for nine (9) months,
2 retroactive to March 1, 1999, and shall expire no later than November 30, 1999.

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

7 FURTHER PROVIDED, That the Permittee agrees on its behalf and that of any successor or
8 assign to hold harmless, defend, and indemnify the City and County of San Francisco, including,
9 without limitation, each of its commissions, departments, officers, agents and employees (hereinafter
10 collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims,
11 demands, injuries, damages, fines, penalties, costs or judgments including, without limitation,
12 attorneys' fees and cost (collectively, "claims") of any kind allegedly arising directly or indirectly
13 from (i) any act by, omission by, or negligence of, the Permittee or its subcontractors, or the officers,
14 agents, or employees of either, while engaged in the performance of the work authorized by this
15 Permit, or while in or about the property subject to this Permit for any reason connected in any way
16 whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly
17 or indirectly from the maintenance or installation of any equipment, facilities or structures authorized
18 under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent,
19 or employee of either of them, while engaged in the performance of the work authorized by this
20 Permit, or while in or about the property, for any reason connected with the performance of the work
21 authorized by this Permit, or arising from liens or claims for services rendered or labor or materials
22 furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to
23 real or personal property, goodwill, and persons in upon or in any way allegedly connected with the
24 work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or
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1 discharge, or threatened release or discharge, or any hazardous material caused or allowed by
2 Permittee in, under, on, or about the property subject to this Permit or into the environment. As used
3 herein, "hazardous material" means any substance, waste or material which, because of its, quantity,
4 concentration of physical or chemical characteristics is deemed by any federal, state or local
5 governmental authority to pose a present or potential hazard to human health or safety or to the
6 environment.

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

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

23 FURTHER PROVIDED, That no structure shall be erected or constructed on said sidewalk
24 except as specifically permitted herein;
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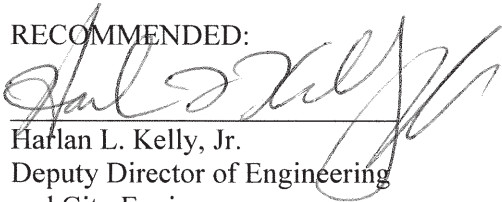
1 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$14,100 for the
2 duration of said occupancy;

3 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction
4 operations or upon determination by the Director of Public Works that said street occupancy is no
5 longer required, restore the street areas to the satisfaction of the Department of Public Works and
6 reopen the areas to public use;

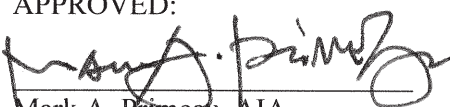
7 FURTHER PROVIDED, That this permission shall expire upon completion of said
8 construction operations or upon determination by the Director of Public Works that said street
9 occupancy is no longer required.

10 FURTHER PROVIDED, That the Permittee shall procure the necessary permits from the
11 Central Permit Bureau, Department of Building Inspection and/or the Bureau of Street-Use and
12 Mapping, Department of Public Works and pay the necessary permit and inspection fees prior to
13 occupying said area.

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15 RECOMMENDED:

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17 Harlan L. Kelly, Jr.
18 Deputy Director of Engineering
19 and City Engineer

20
21 APPROVED:

22 
23 Mark A. Primeau, AIA
24 Director of Public Works
25



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 991017

Date Passed:

Resolution granting revocable permission to Webcor Builders to temporarily close and occupy the northerly sidewalk and a 7'-0" wide portion of the street area on Natoma Street westerly of New Montgomery Street during the construction of the San Francisco Museum of Modern Art (S.F. MOMA) parking garage at 141-151 Minna Street.

June 14, 1999 Board of Supervisors — ADOPTED

Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

File No. 991017

I hereby certify that the foregoing Resolution was ADOPTED on June 14, 1999 by the Board of Supervisors of the City and County of San Francisco.

JUN 25 1999

Date Approved



Jean Lum
Acting Clerk of the Board



Mayor Willie L. Brown Jr.