

1 [Occupancy of the south side of Natoma Street during construction operations at 1166
2 Howard Street (Assessor's Block 3727, Lot 202).]

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4 **Resolution granting revocable permission to Cahill/LEM Joint Venture to temporarily**
5 **close and occupy a portion of the sidewalk area on the southerly side of Natoma Street,**
6 **easterly of 8th Street, during construction operations at 1166 Howard Street (Assessor's**
7 **Block 3727, Lot 202).**

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9 WHEREAS, Pursuant to Public Works Code Section 724, 724.7 and 724.8, permission
10 was requested by Cahill/LEM Joint Venture to temporarily close and occupy a portion of the
11 sidewalk and roadway areas on the southerly side of Natoma Street, easterly of 8th Street;
12 and,

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14 WHEREAS, The Permittee shall not occupy the subject portion of Natoma Street until
15 Roberts-Obayashi, the contractor currently occupying the northerly side of Natoma Street, re-
16 opens the northerly sidewalk on Natoma Street to pedestrian traffic; and,

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18 WHEREAS, The Permittee shall provide and maintain a minimum 14-foot clear lane for
19 traffic and emergency vehicles at all times; and,

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21 WHEREAS, The Permittee may request a Special Traffic Permit from the Department
22 of Parking and Traffic, on an as needed basis, for the total closure of Natoma Street to
23 vehicular traffic; and,

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1 WHEREAS, Said permission to occupy the subject portion of Natoma Street is granted
2 for one (1) year from date of occupancy; and,

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4 WHEREAS, The Permittee shall provide a flag person at the easterly end of the subject
5 site at all times during active work hours to assist pedestrians crossing Natoma Street; shall
6 place and maintain reflectors and/or flasher lights at each end of construction barricades; shall
7 provide and post "SIDEWALK CLOSED/USE OTHER SIDE" signs at both ends of the block
8 and at both ends of the subject construction site on Natoma Street, and shall provide all other
9 necessary requirements; i.e. additional signs, equipment, etc. to control pedestrian and
10 vehicular traffic, all to the requirements of the department of Public Works (DPW) and the
11 Department of Parking & Traffic (DPT); and,

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

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18 WHEREAS, The permittee agrees on its behalf and that of any successor or assign to
19 hold harmless, defend, and indemnify the City and County of San Francisco, including,
20 without limitation, each of its commissions, departments, officers, agents, and employees
21 (hereafter collectively referred to as the "City") from and against any and all losses, liabilities,
22 expenses, claims, demands, injuries, damages, fines, penalties, costs or judgements
23 including without limitation, attorneys' fees and costs (collectively, "claims") of any kind
24 allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, the
25 Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged

1 in the performance of the work authorized by this Permit, or while in or about the property
2 subject to this Permit for any reason connected in any way whatsoever with the performance
3 of the work authorized by this Permit or allegedly resulting directly or indirectly from the
4 maintenance or installation of any equipment, facilities or structures authorized under this
5 Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or
6 employee of either of them, while engaged in the performance of the work authorized by this
7 Permit, or while in or about the property, for any reason connected with the performance of
8 the work authorized by this Permit, or arising from liens or claims for services rendered or
9 labor or materials furnished in or for the performance of the work authorized by this Permit,
10 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any
11 way allegedly connected with the work authorized by this Permit from any cause or claims
12 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of
13 any hazardous material caused or allowed by Permittee in, under, on, or about the property
14 subject to this Permit or into the environment. As used herein, "hazardous material" means
15 any substance, waste or material which, because of its quantity, concentration of physical or
16 chemical characteristic is deemed by any federal, state or local governmental authority to
17 pose a present or potential hazard to human health or safety or to the environment; and,
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19 WHEREAS, The Permittee must hold harmless, indemnify and defend the City
20 regardless of the alleged negligence of the City or any other party, except on for claims
21 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
22 specifically acknowledges and agrees that it has an immediate and independent obligation to
23 defend the City from any claims which actually or potentially falls within this indemnify
24 provision, even if the allegations are or may be groundless, false or fraudulent, which
25 obligation arises at the time such claim is tendered to Permittee by the City and continues all

1 times thereafter. Permittee agrees that the indemnification obligations assumes under this
2 Permit shall survive expiration of the Permit or completion of work; and,

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

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13 WHEREAS, No structure shall be erected or constructed on said sidewalk or roadway
14 areas, except as specifically permitted herein; and,

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16 WHEREAS, The Permittee shall pay a non-refundable fee of \$11,000 for the one-year
17 duration of said occupancy; and,

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

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

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

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10 RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8,
11 permission revocable at the will of the Board of Supervisors, is hereby granted to Webcor
12 Builders to temporarily close and occupy a portion of the sidewalk area on the southerly side
13 of Natoma Street, easterly of 8th Street, during construction operations at the aforementioned
14 location.

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16 RECOMMENDED:
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18 _____
19 Harlan L. Kelly, Jr.
20 Deputy Director for Engineering
21 and City Engineer

APPROVED:

Edwin M. Lee
Director of Public Works