

1 [Occupancy of the south side of Natoma Street during construction operations at 500 Howard
2 Street (Assessor's Block 3721, Lot 011).]

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4 **Resolution granting revocable permission to Webcor Builders to temporarily close and**
5 **occupy a portion of the sidewalk and roadway areas on the southerly side of Natoma**
6 **Street, westerly of 1st Street, during construction operations at 500 Howard Street**
7 **(Assessor's Block 3721, Lot 011).**

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9 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission
10 was requested by Webcor Builders to temporarily close and occupy a portion of the sidewalk
11 and roadway areas on the southerly side of Natoma Street, westerly of 1st Street; and,

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

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16 WHEREAS, The Permittee shall relocate two (2) existing van pool parking spaces from
17 the subject portion of Natoma Street to two (2) existing metered spaces along the easterly
18 side of 1st Street, fronting 199 1st Street; and,

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

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23 WHEREAS, The Permittee shall provide a flag person at the westerly end of the
24 subject site at all times during active work hours to assist pedestrians crossing Natoma Street;
25 shall place and maintain reflectors and/or flasher lights at each end of construction barricades;

1 shall provide and post "SIDEWALK CLOSED/USE OTHER SIDE" signs at both ends of the
2 block and at both ends of the subject construction site on Natoma Street, and shall provide all
3 other necessary requirements; i.e. additional signs, equipment, etc. to control pedestrian and
4 vehicular traffic, all to the requirements of the department of Public Works (DPW) and the
5 Department of Parking & Traffic (DPT); and,
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7 WHEREAS, That in consideration of this Permit being issued for the work described in
8 the application, the Permittee on its behalf and that of any successor or assign, and on behalf
9 of any lessee, promises and agrees to perform all the terms of this Permit and to comply with
10 all applicable laws, ordinances and regulations; and,
11

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

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Page 2

7/27/2011

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1 Permit, or while in or about the property, for any reason connected with the performance of
2 the work authorized by this Permit, or arising from liens or claims for services rendered or
3 labor or materials furnished in or for the performance of the work authorized by this Permit,
4 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any
5 way allegedly connected with the work authorized by this Permit from any cause or claims
6 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of
7 any hazardous material caused or allowed by Permittee in, under, on, or about the property
8 subject to this Permit or into the environment. As used herein, "hazardous material" means
9 any substance, waste or material which, because of its quantity, concentration of physical or
10 chemical characteristic is deemed by any federal, state or local governmental authority to
11 pose a present or potential hazard to human health or safety or to the environment; and,
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13 WHEREAS, The Permittee must hold harmless, indemnify and defend the City
14 regardless of the alleged negligence of the City or any other party, except on for claims
15 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
16 specifically acknowledges and agrees that it has an immediate and independent obligation to
17 defend the City from any claims which actually or potentially falls within this indemnify
18 provision, even if the allegations are or may be groundless, false or fraudulent, which
19 obligation arises at the time such claim is tendered to Permittee by the City and continues all
20 times thereafter. Permittee agrees that the indemnification obligations assumed under this
21 Permit shall survive expiration of the Permit or completion of work; and,
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23 WHEREAS, The Permittee shall obtain and maintain through the terms of this Permit
24 general liability, automobile liability or worker's compensation insurance as the City deems
25 necessary to protect the City against claims for damages for personal injury, accidental death

1 and property damage allegedly arising from any work done under this Permit. Such insurance
2 shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and
3 with insurers satisfactory to the City, evidencing all coverage above shall be furnished to the
4 City before commencing any operations under this Permit, with complete copies of policies
5 furnished promptly upon City request; and,

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

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10 WHEREAS, The Permittee shall pay a non-refundable fee of \$46,200 for the one-year
11 duration of said occupancy; and,

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

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

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

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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 roadway areas on the southerly side of Natoma Street, westerly of 1st Street, during construction operations at the aforementioned location.

RECOMMENDED:

APPROVED:

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

Edwin M. Lee
Director of Public Works