



**CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS**

**STREET ENCROACHMENT AGREEMENT**

**WITNESSETH**

In consideration of the adoption by the Board of Supervisors of the City and County of San Francisco of Resolution No. \_\_\_\_\_ at its meeting of \_\_\_\_\_, a true copy of which is attached hereto marked Exhibit A, and by this reference incorporated herein, and subject to all the terms, conditions and restrictions of this Agreement, also by reference incorporated herein, Permittee agrees that in accordance with this agreement and Exhibit A:

1. The permitted encroachment shall constitute a revocable license, shall be personal to Permittee and shall not be assignable or transferable by Permittee, whether separate from or together with any interest of Permittee.

Upon revocation the undersigned permittee, subsequent owners, or their heirs and assignees will within 30 days remove or cause to be removed the encroachment and all materials used in connections with its construction, without expense to the City and County of San Francisco, and shall restore the area to a condition satisfactory to the Department of Public Works.

2. The occupancy, construction and maintenance of the encroachment shall be in the location and as specified by the plans submitted, revises, approved and filed in the Department of Public Works. The permittee, by acceptance of this permit, acknowledges its responsibility to comply with all requirements of the occupancy, construction and maintenance of the encroachment as specified in Public Works Code Section 786 and with the sidewalk maintenance requirements specified in Public Works Code Section 706.
3. The permittee shall verify the locations of City and public service utility company facilities that may be affected by the work authorized by this permit and shall assume all responsibility for any damage to such facilities due to the work. The permittee shall make satisfactory arrangements and payments for any necessary temporary relocation of City and public utility company facilities.
4. In consideration of this Permit being issued for the work described in the application, Permittee on its behalf and that of any successor or assign, and on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws, ordinances and regulations.

The Permittee shall indemnify, hold harmless, and defend City and each of its employees or agents from any and all losses, costs, expenses, claims, penalties, fines, settlements, forfeitures, and suits (including costs of defense, settlement, expert witness fees, and attorneys' fees) for or in connection with any injury or damage (including death) to any persons or property resulting from Permittee's negligence or willful misconduct in the installation, maintenance, and or use of a pedestrian tunnel below Winston Drive in City as permitted by this Agreement, except to the extent that the loss is caused by the City's negligence or willful misconduct. The Permittee shall be solely responsible for compliance with all laws and for providing a safe environment for workers to perform necessary labor. The foregoing indemnity and hold harmless obligation of the Permittee includes and applies to injury or damages to City, third parties, or any or all of them and their respective property, employees, or agents. Permittee shall obtain and maintain through the terms of this Permit general liability, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit Permittee's indemnity hereunder.

Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Permit, with complete copies of policies furnished promptly upon City request.

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

5. Permittee will, at its own expense, maintain in full force and effect an insurance policy or policies issued by insurers with ratings comparable to A-VIII, or higher that are authorized to do business in the State of California, and that are satisfactory to the City. Approval of the insurance by City shall not relieve or decrease Permittee's liability hereunder.


Should the Permittee elect to self insure for any or all insurance coverages listed above, Permittee shall provide proof of self-insurance to the City.

6. The Permittee shall contact the Street Permit Section (415) 554-7149, at least 48 hours prior to starting work to arrange an inspection schedule.
7. The Permittee's obligation to remove the encroachment and restore the right-of-way to a condition satisfactory to the Department of Public Works shall survive the revocation, expiration or termination of this permit.

8. The Permittee's right to use City property, as set forth in this permit is appurtenant to the property described as: a pedestrian tunnel below Winston Drive linking the properties at block 7299, lot 005 and block 7298, lot 008 to provide a safe and accessible connection from the main San Francisco State University campus to a new Recreation Wellness Center.

All of the provisions of this agreement shall be deemed provisions of said resolution. All of the provisions of said resolution shall be deemed provisions of this agreement.

In witness whereof the undersigned Permittee(s) have executed this agreement this 20<sup>th</sup> day of May, 2013.


  
\_\_\_\_\_  
San Francisco State University  
Stephen C. Smith, Director of Procurement  
\_\_\_\_\_

STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF SAN FRANCISCO )

On MAY 20, 2013 before me, HARO KAGEMOTO, Notary Public in and for said County and State, personally appeared STEPHEN C. SMITH personally known to me (or proven to me on the name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by this his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(NOTARY STAMP OR SEAL)

  
\_\_\_\_\_  
Notary Public in and for said  
County and State



*Systemwide Risk Management and Public Safety*  
401 Golden Shore, 5th Floor  
Long Beach, CA 90802-4210

[www.calstate.edu](http://www.calstate.edu)

**Charlene Minnick**  
Assistant Vice Chancellor

562-951-4580  
Fax 562-951-4859  
E-mail [cminnick@calstate.edu](mailto:cminnick@calstate.edu)

July 1, 2012

**TO WHOM IT MAY CONCERN:**

**Ref: THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY,  
WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY,  
AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM**

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5<sup>th</sup> Floor, Long Beach, CA 90802-4210.

Please feel free to contact me if you have any questions.

Sincerely,



Charlene M. Minnick  
Assistant Vice Chancellor, Systemwide Risk Management and Public Safety  
California State University

**CSU Campuses**  
Bakersfield  
Channel Islands  
Chico  
Dominguez Hills  
East Bay

Fresno  
Fullerton  
Humboldt  
Long Beach  
Los Angeles  
Maritime Academy

Monterey Bay  
Northridge  
Pomona  
Sacramento  
San Bernardino  
San Diego

San Francisco  
San José  
San Luis Obispo  
San Marcos  
Sonoma  
Stanislaus