

LEGISLATIVE HISTORY SHEET

File No. 198-70-1

Ordinance, Resolution, etc. Ordinance

Subject:

Approving permit for construction of pedestrian overpass from Chinese Cultural Center to Portsmouth Plaza and accepting gift of playground facilities in place within Portsmouth Plaza.



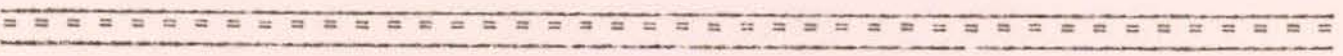
(1) Initially introduced by or received from: Recreation & Park Department

Date: 4/15/70

(2) Referred by President:

(a) To Committee on Streets and Transportation Date: 4/20/70

(b) Other disposition: \_\_\_\_\_ Date: \_\_\_\_\_



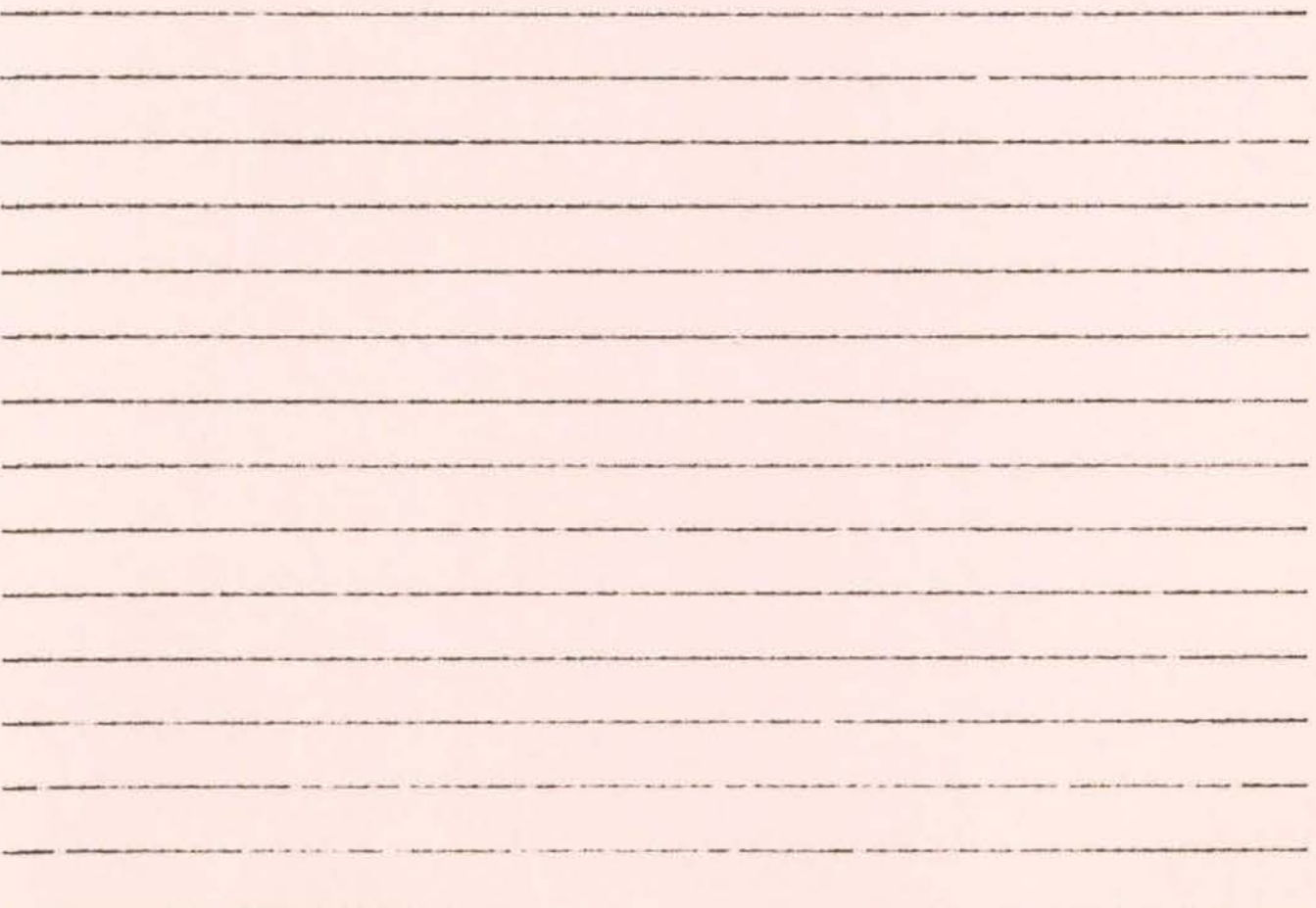
RECORD OF COMMITTEE AND BOARD ACTION:

4-23-70: Recommended

APR 27 1970 PASSED FOR SECOND READING

MAY 4 1970 FINALLY PASSED

MAY 12 1970 APPROVED



April 15, 1971

Mr. John J. Tringali  
c/o John J. Tringali & Co.  
Insurance Brokers  
Russ Building  
San Francisco, California 94104

Dear Sir:

Your letter of April 12, 1971, concerning the bridge across Kearny Street to Portsmouth Square and addressed to the Board of Supervisors has come to me for response.

Your first question is "Why was it done?" Reference to the official permit agreement for construction of the overpass and related facilities at Portsmouth Plaza, dated April 27, 1970, reflects that its purpose was to afford better access between Portsmouth Plaza and the Chinese Cultural Center.

Your second question is "For whose benefit?" The permit agreement declares that the Recreation and Park Commission has found that it would be beneficial to the City and the residents of the immediate vicinity to provide the pedestrian overpass.

Your third question is "At whose expense?" The permit agreement recites that the permittee (Justice Investors, a limited partnership, by Justice Enterprises, Inc., a corporation, as general partner) will pay for the total cost of erecting said structure and maintaining all portions thereof for the term of this agreement (approximately 50 years).

Yours very truly,

ROBERT J. DOLAN  
Clerk of the Board

RJD:mab

bcc: Reading

JOHN J. TRINGALI & CO.  
INSURANCE BROKERS  
RUSS BUILDING  
SAN FRANCISCO, CALIFORNIA 94104  
TELEPHONE 392-5498  
April 12, 1971

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

1971 APR 13 AM 9:14

BY \_\_\_\_\_ *je*

Board of Supervisors  
City Hall  
San Francisco, California 94102

Gentlemen:

I would appreciate the following information pertaining to the new Holiday Inn and its rediculaus \$500,000. bridge across Kearny Street to Portsmouth Square:

1. Why was it done?
2. For whose benefit?
3. At whose expense?

Sincerely yours,

  
John J. Tringali

JJT/d1

1 APPROVING PERMIT FOR CONSTRUCTION OF PEDESTRIAN OVERPASS AND RELATED  
2 FACILITIES WITHIN PORTSMOUTH PLAZA AND ACCEPTING GIFT OF PLAYGROUND  
3 FACILITIES.

4  
5 Be it ordained by the People of the City and County of San Francisco:

6 Section 1. That certain agreement between the CITY AND COUNTY  
7 OF SAN FRANCISCO, by and through the RECREATION AND PARK COMMISSION,  
8 and JUSTICE INVESTORS, a limited partnership, by JUSTICE ENTERPRISES,  
9 INC., a corporation and General Partner, permitting the construction  
10 of a pedestrian overpass from the Chinese Cultural Center located on  
11 the east side of Kearny Street to connect with Portsmouth Plaza on  
12 the west side of Kearny Street, a copy of which permit is on file  
13 in the office of the Clerk of the Board of Supervisors and to which  
14 reference is hereby made, is hereby approved.

15 Section 2. The Board of Supervisors with expressions of public  
16 gratitude accepts the gift of playground facilities in place within  
17 Portsmouth Plaza.

18  
19  
20 APPROVED AS TO FORM:

21 THOMAS M. O'CONNOR  
22 City Attorney

23 By \_\_\_\_\_  
24 Deputy City Attorney

APPROVED AND RECOMMENDED:

RECREATION AND PARK COMMISSION

25 By Mary B. Connolly  
26 Mary B. Connolly, Secretary  
27 Resolution No. 8095

28 Walter Snyper  
29 Resolution No. 9588-1969-S, 10/6/69  
30 Art Commission



PERMIT FOR CONSTRUCTION OF OVERPASS  
AND RELATED FACILITIES -- PORTSMOUTH PLAZA

*Advance Copy*  
RECEIVED  
OFFICE OF THE SUPERVISOR  
SAN FRANCISCO  
1970 APR 22 PM 12:05  
401

THIS PERMIT AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 1970,  
by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal  
corporation (hereinafter referred to as "City"), by and through the  
RECREATION AND PARK COMMISSION (hereinafter referred to as "Commission"),  
and JUSTICE INVESTORS, a limited partnership, by JUSTICE ENTERPRISES,  
INC., a corporation, as General Partner, (hereinafter referred to as  
the "Permittee"),

W I T N E S S E T H:

WHEREAS, the Charter of the City and County of San Francisco  
by Section 42.2 thereof vests in the Recreation and Park Commission  
the authority to permit the erection of a structure on public parks  
for the operation therein of a recreational purpose; and

WHEREAS, JUSTICE INVESTORS, a limited partnership, by  
JUSTICE ENTERPRISES, INC., a corporation, as General Partner, desires  
to construct a pedestrian overpass from the Chinese Cultural Center  
located on the east side of Kearny Street between Merchant and  
Washington Streets to connect with Portsmouth Plaza on the westerly  
side of Kearny Street in order to afford better access between  
Portsmouth Plaza and the Chinese Cultural Center; and

WHEREAS, the Recreation and Park Commission has found, in  
addition, that use of a small portion of Portsmouth Plaza for the  
foundations of the overpass would in fact afford better access to  
the park area; and

WHEREAS, the overpass will be open to the public at all  
times; and

WHEREAS, the Recreation and Park Commission has found that  
the aforesaid use would be beneficial to the City and the residents  
of the immediate vicinity to provide the pedestrian overpass from  
Portsmouth Plaza to the Chinese Cultural Center; and

*advance copy*

WHEREAS, in addition to affording better access to Portsmouth Plaza, JUSTICE INVESTORS, a limited partnership, by JUSTICE ENTERPRISES, INC., a corporation, as General Partner, will construct an additional playground area in Portsmouth Plaza:

NOW, THEREFORE, this permit agreement witnesseth:

1. EXTENT OF AREA FOR PEDESTRIAN OVERPASS FOUNDATIONS

For and in consideration of the agreements, conditions, covenants and terms to be performed on the part of Permittee, City hereby grants permission to Permittee, and Permittee hereby accepts from City a permit to erect a pedestrian overpass across Kearny Street from the Chinese Cultural Center to Portsmouth Plaza.

2. TERM OF AGREEMENT

The term of this agreement shall be for a period commencing on the date of execution of this agreement and ending fifty (50) years thereafter, or at such time as the Chinese Cultural Center shall cease to be an occupant of the structure on the east side of Kearny Street to which the pedestrian overpass will provide access, or at such time as the lease to Holiday Inns of America or its successor in interest or any extension of said lease or modification or replacement thereof shall expire, whichever shall be the latest, provided, however, that any such termination prior to the end of the 50-year term shall be at the option of and require the written approval of City.

3. IMPROVEMENTS

The Permittee shall construct a pedestrian overpass, a portion of which will be within Portsmouth Plaza, subject to the following approvals:

Said improvements will be approved only upon the express condition that the Permittee will pay for the total cost of erecting said structure and maintaining all portions thereof for the term of this agreement. All applicable permit regulations for the erection

of the structure within the City and County of San Francisco must be complied with.

(a) All construction shall be in conformity with the general architectural requirements of the City and shall meet all local building codes and ordinances as well as all applicable State and Federal regulations.

(b) Before commencing the construction of the pedestrian overpass, and within sixty (60) days after the execution of this agreement, Permittee shall submit in quadruplicate plans and specifications to Commission, to the City's Art Commission and to the City's Director of Public Works, each of which shall thirty (30) days after such submission to the same either approve or disapprove or suggest such modification as may be necessary to meet the City's architectural and structural requirements, but such approval shall not be unreasonably withheld.

(c) In the event of disapproval of any part of such plans and specifications by the Commission, the City's Art Commission or the Director of Public Works, Permittee shall submit necessary modifications and revisions, or Permittee shall discuss the matter in dispute with the aforementioned Commission and Departments. If the necessary modifications and revisions are not made or the matter settled by negotiation within thirty (30) days after the Commission's or Departments' disapproval, then Permittee may, by giving written notice to the City, terminate this agreement without any liability attaching to City or Permittee therefor.

(d) Permittee shall be responsible for acts or omissions of contractors or subcontractors engaged by Permittee in construction operations, and Permittee shall include in all specifications a requirement that all contractors and subcontractors shall hold City free and harmless and will defend and indemnify therefrom and against all liability or loss for injuries to or death of persons

or damage to property caused by or arising from activities during the construction period.

(e) Upon approval of the plans and specifications for the pedestrian overpass by the aforesaid Commissions and Departments, Permittee shall as expeditiously as possible initiate construction of the pedestrian overpass. Permittee shall give the Commission at least ten (10) days' advance written notice of the commencement of any construction work upon the premises, and the City shall have the right to enter upon the premises and post notices of "nonresponsibility".

(f) Permittee shall instruct its contractor that while construction work is in progress on the pedestrian overpass, a fence must be erected surrounding the construction area within Portsmouth Plaza.

(g) All work shall be performed by Permittee's contractor in a good workmanlike and substantial manner to the reasonable satisfaction of the City and shall be completed in accordance with the drawings and specifications. The City shall not reject any work as unsatisfactory without reasonable cause. The Permittee agrees to make progress reports to the Department of Public Works at such times as may be reasonably requested by the said Department. The Department of Public Works shall inspect the work in progress and upon completion thereof shall certify to the Recreation and Park Commission in writing that all of the work to be performed has been completed in accordance with the terms and conditions of this agreement.

(h) Permittee agrees that it will construct an additional 800 to 1,000 square feet of playing area within Portsmouth Plaza, with play equipment installed at no expense to City.

The provisions of paragraphs 3(a) to and including 3(g) shall be applicable to the construction of the additional playground area. Upon completion of the additional playground area and its



acceptance by City, Permittee shall not be responsible for the maintenance of the area or the equipment to be installed.

4. CONDITION OF PREMISES

Occupancy of the premises by Permittee shall not itself constitute acknowledgment that the subject premises are in good and tenantable condition. City shall not be obligated to make any alterations, additions or betterments thereto, to place the premises in a condition for construction of the pedestrian overpass and related facilities contemplated by the Permittee, and further, City shall not be obligated to make any alterations, additions or betterments to the structure as completed, during the term of this agreement.

5. USE OF PREMISES

(a) It is the intention of City and it is understood and agreed by Permittee that the premises shall be used only for the construction and furnishing of a pedestrian overpass and related facilities.

(b) The Permittee shall not have any right to permit or make contracts or other arrangements respecting any portion of the premises or the structure to be erected thereon except as specifically provided herein.

(c) The premises shall be used only for the purposes specified in this permit. Permittee shall at all times during the term hereof actively use the premises for those purposes. Permittee shall not do, or permit anything to be done, in or about the premises or bring on, keep anything therein, which will in any way conflict with any law, ordinance, rule or regulation, or commit

or suffer to be committed any waste upon the premises, or use or allow the premises for any improper or unlawful purpose.

6. INSURANCE

Permittee agrees to keep and maintain insurance at Permittee's sole cost and expense as follows:

(a) Pedestrian Overpass and Additional Playground.

(1) During Course of Construction.

All Risk, Course of Construction, Builders Risk Insurance in an amount equal to full replacement value of such structure and related improvements, completed value form, shall be effected from the time of construction of said structure and related improvements shall have commenced. Perils of fire, lightning, explosions, riots, civil commotions, aircraft and vehicles shall be provided without deductibles.

All policies shall name City and Permittee as insured and shall contain loss payable endorsements in favor of the parties as their respective interests may appear.

Before starting construction, original policies or certificates thereof shall be filed with City.

(b) Liability Insurance.

Permittee agrees that at all times during the existence of this agreement, it will procure and maintain in force at its own cost and expense liability insurance policy or policies which shall afford liability insurance, including but not limited to premises, bodily injuries and injury to property for single limit of not less than \$1,000,000 applying to bodily injuries and property damage, or a combination of such injuries. Said policy or policies shall be expanded to include contractual liability assumed under this agreement with respect to bodily injuries and property damage. Said policy or policies shall include City and County of San Francisco, members of Commission, and all of the officers or employees of either as Named Insured. Said policy or policies shall provide

that with respect to City and County of San Francisco, the insurance will operate as primary insurance and no other insurance effected by City will be called on to contribute to a loss covered by said policy or policies. If such policy or policies also provide insurance for the Permittee or anyone other than City, then such policy or policies shall also contain a standard cross-liability endorsement. Said policy or policies shall be effected in insurance company or companies having a policyholders' surplus of at least \$10,000,000. Certified copies of such policy or policies or certificates thereof shall be furnished City effective as of the date of this agreement. Said policy or policies shall contain endorsement providing that notice of cancellation or of any material change in said policy or policies by the company or companies shall be delivered to Commission at its headquarters at McLaren Lodge, Golden Gate Park, San Francisco, California, thirty (30) days in advance of the effective date thereof.

(c) Employer's Liability Insurance and Workmen's Compensation.

Permittee shall take out or cause to be maintained during the life of agreement, Compensation Insurance and Employer's Liability Insurance for all of its employees, all in strict compliance with State laws. Certificates evidencing such insurance or approved self-insurance shall be submitted, effective as of the date of this agreement, and shall be continued in full force and effect during the entire term of this agreement. Said Certificates shall provide that notice of cancellation or change in self-insured status shall be delivered to Commission at its headquarters at McLaren Lodge, Golden Gate Park, San Francisco, California, ten (10) days in advance of the effective date thereof.

(d) Insurance -- General.

Approval of the insurance by City shall not relieve or decrease the liability of the Permittee hereunder.

Contracts entered into by Permittee with Contractors and Subcontractors in connection with operations under this agreement shall not relieve Permittee of any of its responsibility under this agreement nor act as a waiver by City of any of the conditions thereof.

Contracts entered into by Permittee with Contractors and Subcontractors in connection with operations under this agreement shall contain the insurance requirements of City recited herein.

(e) Playground Construction and Playground Equipment.

It is understood and agreed by City and Permittee that upon completion of construction and acceptance by City of the additional playground area, Permittee shall not be required to furnish liability insurance as provided for in paragraph 6(b) hereof. City recognizes that Permittee will have no obligation to maintain insurance on the playground area or on the equipment furnished by Permittee.

7. INDEMNIFICATION

Permittee will hold the City and County of San Francisco, the members of Commission, and all of its servants, agents, officers and employees free and harmless from and will defend and indemnify them free and against all liability or loss for injuries to or deaths of persons or damage to property caused by or arising from activities of Permittee under this agreement.

Each party hereto shall give to the other party prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and both shall have the right to participate in the defense of the same to the extent of its own interest.

From and after the acceptance by City of the additional playground area, Permittee will be relieved of the indemnification provision described in this paragraph 7 as to the playground area and any equipment furnished therein.

8. PERFORMANCE BONDS

It is understood and agreed that Permittee shall obligate its contractors and subcontractors to provide a Performance and Payment Bond in the amount of one hundred percent (100%) of the contract price. Copies of such bond shall be filed with City.

9. UNEMPLOYMENT COMPENSATION

Permittee will, upon request, furnish City adequate evidence of provision for Social Security and Unemployment Compensation to the extent that such are applicable to Permittee's operation upon the premises.

10. TAXES AND ASSESSMENTS

Permittee shall pay and discharge all lawful taxes and assessments which, during the term hereof, may be properly levied on Permittee by the State, County or any other tax levying body.

11. DEFAULT BY PERMITTEE

It is agreed by Permittee that City shall have the right to terminate this agreement in its entirety immediately upon the happening of any of the following events:

(a) The occurrence of any act or omission on the part of Permittee which operates to deprive it of the rights, powers, licenses, permits and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized herein.

(b) The abandonment or discontinuance without the written consent of General Manager of any or all of the operations and services permitted or required herein.

(c) The failure of Permittee to perform, keep and observe any of the terms, covenants and conditions of this agreement (excepting the events stated in subdivisions (a) and (b) of this section which give City the right to immediately terminate),

required on the part of Permittee to be performed, kept or observed, after the expiration of thirty (30) days from the date written notice and demand have been given to Permittee by General Manager to correct such alleged default or breach.

In the event City terminates this agreement, all rights, powers privileges and authority granted to Permittee under this agreement shall immediately cease, and Permittee waives any and all claim it may have against City and its members, and their officers, employees or agents, by reason of such termination, or by reason of any act or omission incidental or related thereto.

The exercise by City of the remedies and rights provided in this agreement shall not be exclusive but shall be cumulative and shall in nowise affect any other right or remedy available to City.

12. NONWAIVER OF DEFAULTS

City's failure to take advantage of any default or breach of covenant on part of Permittee shall not be or be construed to be as a waiver thereof. A waiver by City of a particular breach or default shall not be deemed to be a waiver of the same for any other subsequent breach or default.

13. APPLICABILITY OF FISCAL PROVISIONS OF CHARTER

All terms of this agreement shall be governed by and be subject to the fiscal provisions of the Charter of the City and County of San Francisco.

14. ASSIGNMENT OR SUBLETTING

Permittee shall not assign this agreement or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, firm or corporation to occupy or use the same premises or any portion thereof, without the prior written consent of Commission; and a consent to one assignment, subletting, occupation or use by

another person, firm or corporation shall not be deemed a consent to any subsequent assignment, subletting, occupation or use by another. Any such assignment, subletting, occupation or use without such consent shall be void and shall, at the option of City, terminate this agreement. This agreement shall not, nor shall any interest therein, be assignable as to the interest of Permittee by operation of law, without the written consent of Commission.

Notwithstanding any of the foregoing provisions of this paragraph 14 or any other provisions of this agreement, it is understood that this agreement and the rights granted hereby are deemed assigned to the extent necessary to protect the interests of the Chinese Cultural Foundation under the terms of its lease from Permittee and the interests of Holiday Inns of America pursuant to the terms of its lease from Permittee and the interests of any lender holding a deed of trust upon improvements presently under construction by Permittee on the east side of Kearny Street.

15. RIGHT TO INSPECT

City and its authorized representatives shall have the right to enter upon the premises at all reasonable times to inspect the same for any purpose.

16. NOTICES

All notices required to be given to Permittee hereunder shall be in writing and given by registered or certified mail, addressed to Permittee at an address subsequently designated in writing by Permittee. All notices required to be given to City hereunder shall be in writing and given by registered or certified mail addressed to the Recreation and Park Commission, McLaren Lodge, Golden Gate Park, San Francisco, California 94117.

17. NO LIABILITY OUTSIDE OF TERMS OF AGREEMENT

It is agreed that all duties, obligations and liabilities of either of the parties hereto must necessarily be founded upon

the terms of this agreement, and that any liability under this agreement or in connection with the transaction consummated by this agreement is exclusively that of each of the principals appearing respectively as City and Permittee.

18. SURRENDER OF POSSESSION

Permittee agrees to yield and deliver to City possession of the premises at the termination of this agreement, or as otherwise herein provided, in good condition and repair and in accordance with the express obligations hereunder, except for ordinary wear and tear, loss, damage and destruction occasioned by fire (however caused), the elements or other casualty not the fault of Permittee.

Provided, however, that if the pedestrian overpass is demolished, Permittee shall have no obligation other than to restore any damage to any portion of the premises caused by removal of any portions of said pedestrian overpass.

19. NONDISCRIMINATION PROVISIONS

Provisions of Ordinance No. 261-66 are incorporated herein and by reference made a part of this agreement as though fully set forth. (See addendum attached hereto and marked Exhibit "A".)

20. RIGHT TO AMEND

City and Permittee reserve the right to amend or supplement this agreement at any time by mutual agreement for any purpose related to the operations herein and the administration thereof or to overcome any unforeseen problems arising hereafter.

21. SUCCESSORS AND ASSIGNS

Subject to the provisions hereof relating to assignment,



this agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

22. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this agreement.

23. AGREEMENT MADE IN CALIFORNIA

This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

24. TIME

Time is of the essence of this agreement.

25. APPROVAL BY BOARD OF SUPERVISORS

This agreement shall not become effective for any purpose whatsoever until approved by the Board of Supervisors and the Mayor of the City and County of San Francisco.

26. AUTHORITY OF AGENTS OF CITY

No agent or representative of City has any authority to vary the terms of this agreement or to extend the rights and

privileges as herein set forth, except such as may be endorsed hereon in writing, and then only after approval by City.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first hereinabove written.

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation,  
By and through its  
RECREATION AND PARK COMMISSION

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
General Manager  
Recreation and Park Department

APPROVED:

\_\_\_\_\_  
Chief Administrative Officer

PERMITTEE

APPROVED:

\_\_\_\_\_  
Director of Public Works

JUSTICE INVESTORS,  
a limited partnership,  
By and through its General Partner,  
JUSTICE ENTERPRISES, INC.,  
a corporation,

APPROVED AS TO FORM:

THOMAS M. O'CONNOR  
City Attorney

\_\_\_\_\_  
President

By \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Secretary

ADDENDUM TO ALL  
CITY AND COUNTY OF SAN FRANCISCO CONTRACTS

NONDISCRIMINATION PROVISIONS  
OF Sec. 12B.2, as amended by Ordinance No. 340-68;  
(Chap. 12B, S.F. Admin. Code)

In the performance of this contract, the contractor, subcontractor or supplier agrees as follows:

(a) Wherever the work is performed or supplies are manufactured in the United States, the contractor, subcontractor or supplier will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The contractor, subcontractor or supplier will take affirmative action to insure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Nothing in this ordinance shall require or prohibit the establishment of new classifications of employees in any given craft. The contractor, subcontractor or supplier agrees to post in conspicuous places, available to employees and applicants or employees and applicants for employment, notices in such form and content as shall be furnished or approved by the awarding authority setting forth the provisions of this section.

(b) The contractor, subcontractor or supplier will, in all solicitations or advertisements for employees placed by or on his behalf state that qualified applicants will receive consideration for employment without regard to race, creed, color or national origin. Any solicitations or advertisements that satisfy similar requirements under Federal law, subject to the approval of the awarding authority, will also satisfy this requirement.

(c) The contractor, subcontractor or supplier will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the awarding authority, advising the said labor union or workers' representative of the contractor's, subcontractor's or supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor, subcontractor or supplier will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the awarding authority, the Fair Employment Practices Commission, or the San Francisco Human Rights Commission, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract, and on request provide evidence that he has or will comply with the nondiscrimination provisions of this contract.

(e) That contractor, subcontractor or supplier shall be deemed to have breached the nondiscrimination provisions of this contract upon:

(1) A finding by the Director of the San Francisco Human Rights Commission, or such other official who may be designated by the Human Rights Commission, that contractor, subcontractor or supplier has wilfully violated such nondiscrimination provisions; or

(2) A finding by the Fair Employment Practices Commission of the State of California that contractor, subcontractor or supplier has violated any provision of the Fair Employment Practices Act of California or the nondiscrimination provisions of this contract; provided that the Fair Employment Practices Commission has issued a final order pursuant to Section 1426 of the Labor Code, or has obtained a final injunction pursuant to Section 1429 of the Labor Code; provided further, that for the purposes of this provision, an order or injunction shall not be considered final during the period within which (1) appeal may be taken, or (2) the same has been stayed by order of the Court, or (3) further proceedings for vacation, reversal or modification are in progress before a competent administrative or judicial tribunal.

(3) Upon such finding by the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, or the Fair Employment Practices Commission, the awarding authority shall notify contractor, subcontractor, or supplier that unless he demonstrates to the satisfaction of the Director of the San Francisco Human Rights Commission, or other official designated by the Human Rights Commission, within such reasonable period as the Human Rights Commission shall determine, that the violation has been corrected, action will be taken as set forth in subparagraphs (f) and (g) hereof.

(4) The Human Rights Commission shall, within ten days of the date of issuance of any finding by the Director of the Human Rights Commission or other official designated by the Commission in the enforcement of this chapter, mail to any person or persons affected by said finding, a copy of said finding, together with written notice of his right to appeal. Notice of appeal must be filed in writing with the Chairman of the Commission within 20 days of the date of mailing said copy and notice.

(5) For purposes of appeal proceedings, under this section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm, reverse or modify such decisions, order or other action rendered hereunder. Should a member of the Human Rights Commission be designated under Sec. 12B.2(e)(1) of this contract, that Commissioner may not participate in an appeal under this section except as a witness.

(6) The presiding officer of the Commission shall have the power to administer oaths to witnesses in appeals before the Commission under this section. In the event that any person shall fail or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission that his testimony, or books, records, documents or other things under his control are material and relevant as evidence in the matter under consideration by the Commission in the proceeding, the presiding officer of the Commission may subpoena such person, requiring his presence at the proceeding, and requiring him to bring such books, records, documents or other things under his control.

(7) All appeals to the Human Rights Commission shall be open to the public. Records and minutes shall be kept of such proceedings and shall be open to public inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, and to the applicant or appellants. The decision of the Commission shall be final unless within 15 days of the filing and service of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to this contract.

(8) If any contractor, subcontractor or supplier under contract to the City and County of San Francisco shall fail to appear at an appeal proceeding of the Commission after having been given written notice to appear, such failure to appear shall be grounds for cancellation of the contract or subcontract and such contractor, subcontractor or supplier shall be deemed to have forfeited all rights, benefits and privileges thereunder.

(9) The Human Rights Commission of San Francisco shall promulgate rules and regulations for the implementation of the nondiscrimination provisions of this contract, and such rules and regulations shall, so far as practicable, be similar to those adopted in applicable Federal executive orders.

(f) There may be deducted from the amount payable to the contractor, subcontractor or supplier by the City and County of San Francisco under this contract a penalty of ten (10) dollars for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract. In addition to any other penalties herein provided for the violation of the nondiscrimination provisions of this contract or for the failure of any contractor, subcontractor or supplier to abide by the rules and regulations herein contained, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding as set forth in Sec. 12B.2(e) that the contractor, subcontractor or supplier has discriminated contrary to the provisions of this contract, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City and County of San Francisco.

(g) A breach of the nondiscrimination provisions in the performance of this contract shall be deemed by the City and County of San Francisco to be a material breach of contract and basis for determination by the officer, board or awarding authority responsible for the awarding or letting of such contract that the contractor, subcontractor or supplier is an irresponsible bidder as to all future contracts for which such contractor, subcontractor or supplier may submit bids. Such person, firm or corporation shall not for a period of two (2) years thereafter, or until he shall establish and carry out a program in conformity with the nondiscrimination provisions of this contract, be allowed to act as a contractor, subcontractor or supplier under any contract for public works, goods or services for or on behalf of the City and County of San Francisco.

(h) Nothing contained in this contract shall be construed in any manner so as to prevent the City and County of San Francisco from pursuing any other remedies that may be available at law.

(i) Nothing contained in this contract shall be construed in any manner so as to require or permit the hiring of aliens on public works as prohibited by law.

(j) The contractor, subcontractor or supplier will meet the following standards for affirmative compliance:

(1) If the contractor, subcontractor or supplier has been held to be an irresponsible bidder under Section 12B.2(g) hereof, he shall furnish evidence that he has established and is carrying out a program in conformity with the nondiscrimination provisions of this contract.

(2) The contractor, subcontractor or supplier may be required to file with the Human Rights Commission a basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report as determined by the Commission. Willful false statements made in such reports shall be punishable as provided by law. No contractor, subcontractor or supplier shall be held in nonconformance for not filing such a report with the Human Rights Commission unless he has been specifically required to do so in writing by the Human Rights Commission.

(3) Personally, or through his representatives, the contractor, subcontractor or

supplier shall, through negotiations with the unions with whom he has collective bargaining or other agreements requiring him to obtain or clear his employees through the union, or when he otherwise uses a union as an employment resource, attempt to develop an agreement which will:

(a) Define and outline responsibilities for nondiscrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, such as apprenticeship program, to the end that minority workers will be available and given an equal opportunity for employment.

(4) The contractor, subcontractor, supplier or trade association shall notify the contracting agency of opposition to the nondiscrimination provisions of this contract by individuals, firms or organizations during the term of this contract.

Sec. 12B.4. In order to be eligible to bid or to have a bid considered by the awarding agency, the contractor in all public works contracts shall submit an affirmative action program which shall meet the requirements of the Human Rights Commission. For the purpose of this ordinance, the following definitions shall apply to the following terms:

"Contractor" means any person or persons, firm, partnership, corporation, or combination thereof, who submits a bid and/or enters into a contract with department heads and officers empowered by law to enter into contracts on the part of the City and County for public works or improvements to be performed, or for goods, supplies or services to be purchased, at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City and County.

"Subcontractor" means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a contract or agreement with the contractor to perform a substantial specified portion of the contract for public works, improvements, supplies, goods or service let or awarded for or on behalf of the City and County in accordance with the plans and specifications of such contract. Such term shall also include any contractor who enters into a contract with any subcontractor for the performance of 10 per cent or more of the subcontract.

"Supplier" means any person or persons, firm, partnership, corporation, or any combination thereof, who submits a bid or enters into a contract with the awarding agency of the City and County for the supplying of goods, materials, equipment, furnishings or supplies.

The Human Rights Commission may also require contractors, subcontractors and suppliers to take part in a prebid or preaward conference in order to develop, improve or implement a qualifying affirmative action program.

(a) Affirmative action nondiscrimination programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of approval by the Human Rights Commission. Contractors, subcontractors and suppliers who are members in good standing of a trade association which has negotiated an affirmative action nondiscrimination program with the Human Rights Commission may make this association program their commitment for the specific contract upon approval of the Human Rights Commission without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Human Rights Commission.

Trade associations shall provide the Human Rights Commission with a list of members in good standing in such association. The Human Rights Commission shall annually supply contracting agencies of the City and County with a list of contractors, subcontractors and suppliers who have developed approved affirmative action nondiscrimination programs.

(b) The awarding agency shall be responsible for notifying all prospective bidders of the requirements of this section and also when requested by Human Rights Commission, for notifying the Human Rights Commission of each contract which is being proposed to be put to public bid.

(c) The proposed affirmative action program required to be submitted under Sec. 12B.4 hereof, and the prebid or preaward conference which may be required by Human Rights Commission, shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

(1) Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

(2) Classroom preparation for the job when not apprenticeable;

(3) Preapprenticeship education and preparation;

(4) Upgrading training and opportunities;

(5) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the City and County of San Francisco for such work; and

(6) The entry of qualified minority journeymen into the industry.

(d) Affirmative action nondiscrimination agreements resulting from the proposed affirmative action programs or the prebid or preaward conferences shall not be confidential and may be publicized by the Human Rights Commission at its discretion. In addition, the Human Rights Commission may report to the Board of Supervisors, either on request of the Board or on its own initiative, on the progress or the problems which attend the implementation of these agreements or any other aspect of enforcement of this ordinance.

(e) Any job training or education program using the funds, facilities, or staff of the City and County of San Francisco which, in the judgment of the Board of Supervisors or the Human Rights Commission, can make a contribution to the implementation of this ordinance shall submit reports to the Human Rights Commission as requested and shall be required to cooperate with the contractors, subcontractors, suppliers and unions and with the Human Rights Commission for the effectuation of the affirmative action nondiscrimination programs developed under this ordinance.

Contractor shall include the foregoing nondiscrimination provisions in all subcontracts let or awarded hereunder.

EXHIBIT "A"

RECORD OF COMMITTEE NOTICES

COMMITTEE: \_\_\_\_\_ FILE NO. \_\_\_\_\_

MEETING PLACE: \_\_\_\_\_

SUBJECT:

DATE AND HOUR OF MEETING:

DATE NOTICES MAILED:

*Thursday, Apr. 23, 1970 - 2pm Apr. 16, 1970*

=====  
NOTICES MAILED TO

Name

Address

*See File 198-70 for mailing list*





CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS

198-70

OFFICE OF THE  
DIRECTOR OF PUBLIC WORKS

April 13, 1970

260 CITY HALL  
SAN FRANCISCO  
CALIFORNIA 94102

Kearny Street Between  
Washington and Merchant  
Streets - Pedestrian  
Bridge to Chinese  
Cultural Center

Revocable Encroachment  
Permit - Your File- 198-70

Through Mr. Thomas J. Mellon  
Chief Administrative Officer

Board of Supervisors  
City and County of San Francisco

Attention of Mr. Robert J. Dolan  
Clerk of the Board

Gentlemen:

By memorandum dated March 23, 1970 you requested a report and recommendation on the application by Justice Investors to encroach over Kearny Street with a pedestrian bridge linking the Chinese Cultural Center Hotel complex with Portsmouth Square.

By Resolution No. 73-67 adopted January 23, 1967, the Board of Supervisors indicated its willingness in principle to cooperate with the applicant by making available such City Property as necessary to construct the pedestrian bridge provided the plans for the bridge are approved by the various interested City Departments and commissions.

The Department of Public Works had recommended to the Board of Supervisors by letter of January 17, 1967 that air rights should be vacated for the bridge since it was to be an integral part of the cultural complex. However, since it has become apparent that the Recreation and Park Commission may not vacate park land but only issue revocable permission for the anchorage in Portsmouth Square, the matter of vacating air space becomes academic and, therefore, the application is being processed as a revocable encroachment permit.

By letters to this Department dated March 17 and 25, 1970 the Art Commission has advised of the Phase III approval of the bridge by its Resolution No. 9588-1969-S adopted October 6, 1969 and approval of the latest plans by the Civic Design Committee at its meeting of March 25, 1970.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
1970 APR 15 AM 9:00  
BY

*Copies w/legislation to Committee  
4-15-70-DT*



Board of Supervisors  
April 13, 1970  
Page 2

The Department of City Planning by letter dated March 24, 1970 has advised that the bridge is in conformity with the Master Plan and conditions imposed have been met with the exception of the Children's Play Area.

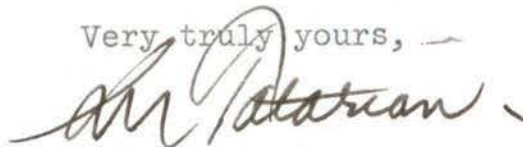
The Recreation and Park Commission approved the initial plans by Resolution No. 7739 adopted November 14, 1968, with conditions regarding the Children's Play Area in Portsmouth Square. The applicant is presently working with the Manager of the Recreation and Park Department to implement the conditions imposed by the Commission.

The applicant has complied with all the requests of this Department set forth in a letter to the Redevelopment Agency dated October 21, 1968 with the exception of the placement of the bridge piers on the west side of Kearny Street.

This Department has requested that the bridge columns on the west side of Kearny Street be placed behind the sidewalk, which is only 10 feet wide, thereby allowing unobstructed passage on the sidewalk for pedestrians and emergency services and allowing the unobstructed view of the sidewalk area from passing vehicles. We have discussed with the developer and other involved agencies the possibility of relocating the columns either to the west adjacent to the property line where the columns would be of less obstruction to pedestrians or immediately within the slope area of Portsmouth Square where there would be no obstruction. However, the cost of such relocation would be substantial since the columns must be extended through the garage.

This Department has no objection to the bridge in general; however, in view of the conflicting requirements, this Department will make no recommendation regarding the proposed legislation. Therefore, the necessary Resolution is forwarded without the recommendation of the Director of Public Works and the approval of the Chief Administrative Officer.

Very truly yours, —



S. M. Tatarian  
Director of Public Works

Attach: Resolution

cc: S. F. Redevelopment Agency  
P. O. Box 636  
San Francisco, Calif. 94101  
Justice Investors  
2412 Russ Bldg.  
San Francisco, Calif. 94104

Resolution No. 9588-1969-S, 10/6/69

RESOLVED, THAT THIS COMMISSION DOES HEREBY APPROVE PHASE III OF PLANS FOR BRIDGE OVER KEARNY STREET BETWEEN CHINESE CULTURAL CENTER AND PORTSMOUTH SQUARE, SUBJECT TO SUBMISSION OF FINAL WORKING DRAWINGS THAT ARE SUBSTANTIALLY INDENTIAL TO DRAWINGS AS SUBMITTED TO THE ART COMMISSION AT ITS REGULAR MEETING OF OCTOBER 6, 1969.

M. Justin Herman, Executive Director

*file - apt*



198-70-1

JOSEPH L. ALIOTO, Mayor

Walter F. Kaplan, Chairman  
Francis J. Solvin, Vice Chairman  
Michael J. Driscoll  
Stanley E. Jensen  
Joe Mosley

# SAN FRANCISCO REDEVELOPMENT AGENCY

939 ELLIS STREET • SAN FRANCISCO 94109

PREFERRED MAILING ADDRESS: POST OFFICE BOX 646 • SAN FRANCISCO, CALIFORNIA 94101

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
MAY 18 PM 3:23  
BY - [Signature]

May 18, 1970

Mr. Robert Dolan  
Clerk of the Board  
Board of Supervisors  
235 City Hall  
San Francisco, California

198-70-1

Attention: Dorothy Thomas

Dear Miss Thomas:

Enclosed is an executed copy of the Permit for Construction of Overpass and Related Facilities -- Portsmouth Plaza, subject to the ordinance passed by the Board of Supervisors on April 20th and 27th, 1970.

Sincerely,

Melvin C. Ury  
Assistant to the Executive Director

Enclosure

1 GRANTING PERMISSION TO JUSTICE INVESTORS TO OCCUPY A PORTION OF KEARNY  
2 STREET BETWEEN WASHINGTON AND MERCHANT STREETS FOR A PEDESTRIAN BRIDGE  
3

4 RESOLVED, That permission revocable at the will of the Board of  
5 Supervisors and automatically terminating upon failure to continue in  
6 force the insurance protection hereinafter referred to, is hereby granted  
7 to Justice Investors to occupy a portion of Kearny Street between Wash-  
8 ington and Merchant Streets in front of Lot 21 in Block 208 for the  
9 purpose of constructing and maintaining an ornamental overhead pedestrian  
10 bridge between the Chinese Cultural Center complex and Portsmouth Square  
11 all as shown on Drawings A-45, A-46 and A-48 entitled Chinese Cultural  
12 and Trade Center prepared by Clement Chen and Assoc. and John Carl  
13 Warnecke and Assoc., Associated Architects and dated March 17, 1970,  
14 a copy of each of which is on file in the office of the Clerk of the  
15 Board of Supervisors.

16 PROVIDED, HOWEVER, That this permission shall not become effec-  
17 tive until:

18 (a) There shall have been executed and acknowledged by  
19 the permittee, and by it delivered to City's Controller  
20 who shall have had recorded in the office of the County  
21 Recorder a street encroachment agreement, a copy of which  
22 is on file with the Clerk of the Board of Supervisors in  
23 File No. 198-70, and which is hereby declared to be  
24 a part of this resolution as if set forth fully herein,  
25 and the copy of this resolution attached thereto as  
26 Exhibit A.

27 (b) There shall have been delivered to the Controller the  
28 policy of insurance provided for in said agreement and  
29 the Controller shall have approved same as complying  
30

1 with the requirements of said agreement. The Controller  
2 may, at his option, accept, in lieu of said insurance  
3 policy, the certificate of an insurance company certify-  
4 ing to the existence of such policy.

5 FURTHER PROVIDED, That the permittee shall procure the neces-  
6 sary permits from the Central Permit Bureau, Department of Public  
7 Works, and pay the necessary fees, before starting work.

8 FURTHER PROVIDED, That in the event this permission for said  
9 encroachment is rescinded, annulled or revoked by the Board of Super-  
10 visors of the City and County of San Francisco, the permittee shall  
11 provide additional exits from the cultural complex in conformance with  
12 the San Francisco Building Code.

13 FURTHER PROVIDED, That the permittee shall make arrangements  
14 with the public utility companies and the San Francisco Water Depart-  
15 ment for any change in location of their facilities which may be  
16 necessary, or for access for the purpose of constructing, reconstruct-  
17 ing, maintaining, operating, repairing and/or removing their facilities.

18 FURTHER PROVIDED, That the permittee shall assume all costs,  
19 maintenance and repair of the encroachment and no cost or obligation  
20 of any kind shall accrue to the City and County of San Francisco by  
21 reason of this permission granted.

22  
23 DESCRIPTION APPROVED:

24  
25 \_\_\_\_\_  
26 City Engineer  
27  
28  
29  
30

CITY AND COUNTY OF SAN FRANCISCO  
DEPARTMENT OF PUBLIC WORKS

STREET ENCROACHMENT AGREEMENT

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 printed as General Provisions on the back of this agreement, also by reference incorporated herein, the undersigned ..... ~~Justice Investors Inc.~~ .....

..... for themselves, their heirs, assigns, and all subsequent purchasers (hereinafter referred to as Permittees) of the land described in said resolution and herein described, agree that in accordance with the General Provisions and Exhibit A:

1. The permitted encroachment will run with the land identified on the maps of the Assessor of the City and County of San Francisco as Block 208, Lot 21 ..... located on the westerly side of ..... ~~Kearny Street, between Washington and Merchant Streets~~ .....; and

2. The permitted encroachment will be covered by an insurance policy as described in the General Provisions, of not less than \$1,000,000.. issued by a single insurance company having a policyholders surplus of at least \$10,000,000.. or if insurance is written by more than one company each company shall have policyholders surplus of at least ten times the amount insured.

3. All of the provisions of this agreement and General Provisions shall be deemed provisions of said resolution. All of the provisions of said resolution shall be deemed provisions of this agreement and General Provisions.

In witness whereof the undersigned Permittees have executed this agreement this ..... day of ....., 19....

-----  
-----

Acknowledgment

State of California  
City and County of San Francisco } ss.

On this ..... day of ....., in the year ....., before me, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared .....

known to me to be the person whose name ..... subscribed in the within instrument, and acknowledged that ..... executed the same.

-----  
Notary Public In and For the  
City and County of San Francisco  
State of California

My Commission expires .....

## GENERAL PROVISIONS

The permittee or permittees, referred to hereinafter as Permittees, agree that:

1. The Permittees will hold the City and County of San Francisco and its officers and employees harmless from, and will indemnify them against all tort claims, tort liability, and tort loss, and in particular from and against all such claims, liability, and loss predicated on active or passive negligence of the City and County of San Francisco, resulting directly or indirectly from the installation or maintenance of the encroachment permitted by the resolution noted on the face of this agreement. This hold harmless obligation shall not terminate until the encroachment referred to in said resolution has been removed and the area restored to a condition satisfactory to the Department of Public Works.

2. The Permittees will, at their own cost and expense, maintain in full force and effect an insurance policy or policies issued by an insurance company or companies satisfactory to the City's Controller and written by an insurance company or companies having a policyholders surplus as shown on the face of this agreement. Policy or policies shall afford liability insurance covering all operations, including but not limited to premises (definition of "premises" to be expanded to include this encroachment), products, personal injuries and automobiles and injury to property for single limit of not less than the amount shown on the face of this agreement applying to bodily injuries, personal injuries and property damage or a combination of such injuries. Said policy or policies shall be expanded to include contractual liability assumed under this agreement with respect to bodily injuries, personal injuries and property damage. Said policy or policies shall include City and County of San Francisco and its officers and employees jointly and severally as additional insured and shall apply as primary insurance and shall stipulate that no other insurance effected by the City and County of San Francisco will be called on to contribute to a loss covered hereunder. Said policy or policies shall provide thirty (30) days notice to Controller, City and County of San Francisco, Room 109, City Hall, if the policy or policies should be cancelled or materially changed. The permission granted by said resolution shall automatically terminate upon the termination of such insurance. Upon such termination the undersigned Permittees, their heirs and assigns, shall forthwith remove, or cause to be removed, the encroachment permitted by said resolution and all materials used in connection 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. "Personal injuries", as used herein, shall include wrongful death.

3. The permission granted by said resolution is merely a revocable license. The Board of Supervisors may revoke said permission at will, and, upon the revocation thereof, the undersigned Permittees, their heirs and assigns, will within 30 days after written notification of the revocation of said permission, remove or cause to be removed the encroachment permitted by said resolution and all materials used in connection 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.

4. All of the provisions of this agreement shall run with the land described in said resolution and shall bind all subsequent purchasers and owners of the land. The land with which this agreement runs is the land described on the face of this agreement.



ART COMMISSION CITY AND COUNTY OF SAN FRANCISCO

3/25/69

Mr. Myron Tatanian  
Director of Public Works  
City Hall

Dear Myron

The Civic Design Committee at its meeting of 3/25/69, approved the submitted drawings of the Bridge between Portsmouth Plaza & the Chinese Cultural Center for the purpose of an encroachment permit for the crossing of Kearney St and the location of the bridge piers on the west sidewalk. This is in conformity with Resolution # 95-85-1966-3, dated Oct. 6, 1969

Sincerely,  
Martin Saffer

3-25-70

P. Case forward to Bureau  
of Engineering. No answer  
required  
H. Alcala



PERMIT FOR CONSTRUCTION OF OVERPASS  
AND RELATED FACILITIES -- PORTSMOUTH PLAZA

---

THIS PERMIT AGREEMENT, made this 27th day of April, 1970, by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (hereinafter referred to as "City"), by and through the RECREATION AND PARK COMMISSION (hereinafter referred to as "Commission"), and JUSTICE INVESTORS, a limited partnership, by JUSTICE ENTERPRISES, INC., a corporation, as General Partner, (hereinafter referred to as the "Permittee"),

W I T N E S S E T H:

WHEREAS, the Charter of the City and County of San Francisco by Section 42.2 thereof vests in the Recreation and Park Commission the authority to permit the erection of a structure on public parks for the operation therein of a recreational purpose; and

WHEREAS, JUSTICE INVESTORS, a limited partnership, by JUSTICE ENTERPRISES, INC., a corporation, as General Partner, desires to construct a pedestrian overpass from the Chinese Cultural Center located on the east side of Kearny Street between Merchant and Washington Streets to connect with Portsmouth Plaza on the westerly side of Kearny Street in order to afford better access between Portsmouth Plaza and the Chinese Cultural Center; and

WHEREAS, the Recreation and Park Commission has found, in addition, that use of a small portion of Portsmouth Plaza for the foundations of the overpass would in fact afford better access to the park area; and

WHEREAS, the overpass will be open to the public at all times; and

WHEREAS, the Recreation and Park Commission has found that the aforesaid use would be beneficial to the City and the residents of the immediate vicinity to provide the pedestrian overpass from Portsmouth Plaza to the Chinese Cultural Center; and

WHEREAS, in addition to affording better access to Portsmouth Plaza, JUSTICE INVESTORS, a limited partnership, by JUSTICE ENTERPRISES, INC., a corporation, as General Partner, will construct an additional playground area in Portsmouth Plaza:

NOW, THEREFORE, this permit agreement witnesseth:

1. EXTENT OF AREA FOR PEDESTRIAN OVERPASS FOUNDATIONS

For and in consideration of the agreements, conditions, covenants and terms to be performed on the part of Permittee, City hereby grants permission to Permittee, and Permittee hereby accepts from City a permit to erect a pedestrian overpass across Kearny Street from the Chinese Cultural Center to Portsmouth Plaza.

2. TERM OF AGREEMENT

The term of this agreement shall be for a period commencing on the date of execution of this agreement and ending fifty (50) years thereafter, or at such time as the Chinese Cultural Center shall cease to be an occupant of the structure on the east side of Kearny Street to which the pedestrian overpass will provide access, or at such time as the lease to Holiday Inns of America or its successor in interest or any extension of said lease or modification or replacement thereof shall expire, whichever shall be the latest, provided, however, that any such termination prior to the end of the 50-year term shall be at the option of and require the written approval of City.

3. IMPROVEMENTS

The Permittee shall construct a pedestrian overpass, a portion of which will be within Portsmouth Plaza, subject to the following approvals:

Said improvements will be approved only upon the express condition that the Permittee will pay for the total cost of erecting said structure and maintaining all portions thereof for the term of this agreement. All applicable permit regulations for the erection

of the structure within the City and County of San Francisco must be complied with.

(a) All construction shall be in conformity with the general architectural requirements of the City and shall meet all local building codes and ordinances as well as all applicable State and Federal regulations.

(b) Before commencing the construction of the pedestrian overpass, and within sixty (60) days after the execution of this agreement, Permittee shall submit in quadruplicate plans and specifications to Commission, to the City's Art Commission and to the City's Director of Public Works, each of which shall thirty (30) days after such submission to the same either approve or disapprove or suggest such modification as may be necessary to meet the City's architectural and structural requirements, but such approval shall not be unreasonably withheld.

(c) In the event of disapproval of any part of such plans and specifications by the Commission, the City's Art Commission or the Director of Public Works, Permittee shall submit necessary modifications and revisions, or Permittee shall discuss the matter in dispute with the aforementioned Commission and Departments. If the necessary modifications and revisions are not made or the matter settled by negotiation within thirty (30) days after the Commission's or Departments' disapproval, then Permittee may, by giving written notice to the City, terminate this agreement without any liability attaching to City or Permittee therefor.

(d) Permittee shall be responsible for acts or omissions of contractors or subcontractors engaged by Permittee in construction operations, and Permittee shall include in all specifications a requirement that all contractors and subcontractors shall hold City free and harmless and will defend and indemnify therefrom and against all liability or loss for injuries to or death of persons

or damage to property caused by or arising from activities during the construction period.

(e) Upon approval of the plans and specifications for the pedestrian overpass by the aforesaid Commissions and Departments, Permittee shall as expeditiously as possible initiate construction of the pedestrian overpass. Permittee shall give the Commission at least ten (10) days' advance written notice of the commencement of any construction work upon the premises, and the City shall have the right to enter upon the premises and post notices of "nonresponsibility".

(f) Permittee shall instruct its contractor that while construction work is in progress on the pedestrian overpass, a fence must be erected surrounding the construction area within Portsmouth Plaza.

(g) All work shall be performed by Permittee's contractor in a good workmanlike and substantial manner to the reasonable satisfaction of the City and shall be completed in accordance with the drawings and specifications. The City shall not reject any work as unsatisfactory without reasonable cause. The Permittee agrees to make progress reports to the Department of Public Works at such times as may be reasonably requested by the said Department. The Department of Public Works shall inspect the work in progress and upon completion thereof shall certify to the Recreation and Park Commission in writing that all of the work to be performed has been completed in accordance with the terms and conditions of this agreement.

(h) Permittee agrees that it will construct an additional 800 to 1,000 square feet of playing area within Portsmouth Plaza, with play equipment installed at no expense to City.

The provisions of paragraphs 3(a) to and including 3(g) shall be applicable to the construction of the additional playground area. Upon completion of the additional playground area and its

acceptance by City, Permittee shall not be responsible for the maintenance of the area or the equipment to be installed.

4. CONDITION OF PREMISES

Occupancy of the premises by Permittee shall not itself constitute acknowledgment that the subject premises are in good and tenantable condition. City shall not be obligated to make any alterations, additions or betterments thereto, to place the premises in a condition for construction of the pedestrian overpass and related facilities contemplated by the Permittee, and further, City shall not be obligated to make any alterations, additions or betterments to the structure as completed, during the term of this agreement.

5. USE OF PREMISES

(a) It is the intention of City and it is understood and agreed by Permittee that the premises shall be used only for the construction and furnishing of a pedestrian overpass and related facilities.

(b) The Permittee shall not have any right to permit or make contracts or other arrangements respecting any portion of the premises or the structure to be erected thereon except as specifically provided herein.

(c) The premises shall be used only for the purposes specified in this permit. Permittee shall at all times during the term hereof actively use the premises for those purposes. Permittee shall not do, or permit anything to be done, in or about the premises or bring on, keep anything therein, which will in any way conflict with any law, ordinance, rule or regulation, or commit

or suffer to be committed any waste upon the premises, or use or allow the premises for any improper or unlawful purpose.

## 6. INSURANCE

Permittee agrees to keep and maintain insurance at Permittee's sole cost and expense as follows:

(a) Pedestrian Overpass and Additional Playground.

(1) During Course of Construction.

All Risk, Course of Construction, Builders Risk Insurance in an amount equal to full replacement value of such structure and related improvements, completed value form, shall be effected from the time of construction of said structure and related improvements shall have commenced. Perils of fire, lightning, explosions, riots, civil commotions, aircraft and vehicles shall be provided without deductibles.

All policies shall name City and Permittee as insured and shall contain loss payable endorsements in favor of the parties as their respective interests may appear.

Before starting construction, original policies or certificates thereof shall be filed with City.

(b) Liability Insurance.

Permittee agrees that at all times during the existence of this agreement, it will procure and maintain in force at its own cost and expense liability insurance policy or policies which shall afford liability insurance, including but not limited to premises, bodily injuries and injury to property for single limit of not less than \$1,000,000 applying to bodily injuries and property damage, or a combination of such injuries. Said policy or policies shall be expanded to include contractual liability assumed under this agreement with respect to bodily injuries and property damage. Said policy or policies shall include City and County of San Francisco, members of Commission, and all of the officers or employees of either as Named Insured. Said policy or policies shall provide

that with respect to City and County of San Francisco, the insurance will operate as primary insurance and no other insurance effected by City will be called on to contribute to a loss covered by said policy or policies. If such policy or policies also provide insurance for the Permittee or anyone other than City, then such policy or policies shall also contain a standard cross-liability endorsement. Said policy or policies shall be effected in insurance company or companies having a policyholders' surplus of at least \$10,000,000. Certified copies of such policy or policies or certificates thereof shall be furnished City effective as of the date of this agreement. Said policy or policies shall contain endorsement providing that notice of cancellation or of any material change in said policy or policies by the company or companies shall be delivered to Commission at its headquarters at McLaren Lodge, Golden Gate Park, San Francisco, California, thirty (30) days in advance of the effective date thereof.

(c) Employer's Liability Insurance and Workmen's Compensation.

Permittee shall take out or cause to be maintained during the life of agreement, Compensation Insurance and Employer's Liability Insurance for all of its employees, all in strict compliance with State laws. Certificates evidencing such insurance or approved self-insurance shall be submitted, effective as of the date of this agreement, and shall be continued in full force and effect during the entire term of this agreement. Said Certificates shall provide that notice of cancellation or change in self-insured status shall be delivered to Commission at its headquarters at McLaren Lodge, Golden Gate Park, San Francisco, California, ten (10) days in advance of the effective date thereof.

(d) Insurance -- General.

Approval of the insurance by City shall not relieve or decrease the liability of the Permittee hereunder.

Contracts entered into by Permittee with Contractors and Subcontractors in connection with operations under this agreement shall not relieve Permittee of any of its responsibility under this agreement nor act as a waiver by City of any of the conditions thereof.

Contracts entered into by Permittee with Contractors and Subcontractors in connection with operations under this agreement shall contain the insurance requirements of City recited herein.

(e) Playground Construction and Playground Equipment.

It is understood and agreed by City and Permittee that upon completion of construction and acceptance by City of the additional playground area, Permittee shall not be required to furnish liability insurance as provided for in paragraph 6(b) hereof. City recognizes that Permittee will have no obligation to maintain insurance on the playground area or on the equipment furnished by Permittee.

7. INDEMNIFICATION

Permittee will hold the City and County of San Francisco, the members of Commission, and all of its servants, agents, officers and employees free and harmless from and will defend and indemnify them free and against all liability or loss for injuries to or deaths of persons or damage to property caused by or arising from activities of Permittee under this agreement.

Each party hereto shall give to the other party prompt and timely notice of any claim made or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect either, and both shall have the right to participate in the defense of the same to the extent of its own interest.

From and after the acceptance by City of the additional playground area, Permittee will be relieved of the indemnification provision described in this paragraph 7 as to the playground area and any equipment furnished therein.



8. PERFORMANCE BONDS

It is understood and agreed that Permittee shall obligate its contractors and subcontractors to provide a Performance and Payment Bond in the amount of one hundred percent (100%) of the contract price. Copies of such bond shall be filed with City.

9. UNEMPLOYMENT COMPENSATION

Permittee will, upon request, furnish City adequate evidence of provision for Social Security and Unemployment Compensation to the extent that such are applicable to Permittee's operation upon the premises.

10. TAXES AND ASSESSMENTS

Permittee shall pay and discharge all lawful taxes and assessments which, during the term hereof, may be properly levied on Permittee by the State, County or any other tax levying body.

11. DEFAULT BY PERMITTEE

It is agreed by Permittee that City shall have the right to terminate this agreement in its entirety immediately upon the happening of any of the following events:

(a) The occurrence of any act or omission on the part of Permittee which operates to deprive it of the rights, powers, licenses, permits and authorizations necessary for the lawful and proper conduct and operation of the services and activities authorized herein.

(b) The abandonment or discontinuance without the written consent of General Manager of any or all of the operations and services permitted or required herein.

(c) The failure of Permittee to perform, keep and observe any of the terms, covenants and conditions of this agreement (excepting the events stated in subdivisions (a) and (b) of this section which give City the right to immediately terminate),

required on the part of Permittee to be performed, kept or observed, after the expiration of thirty (30) days from the date written notice and demand have been given to Permittee by General Manager to correct such alleged default or breach.

In the event City terminates this agreement, all rights, powers privileges and authority granted to Permittee under this agreement shall immediately cease, and Permittee waives any and all claim it may have against City and its members, and their officers, employees or agents, by reason of such termination, or by reason of any act or omission incidental or related thereto.

The exercise by City of the remedies and rights provided in this agreement shall not be exclusive but shall be cumulative and shall in nowise affect any other right or remedy available to City.

12. NONWAIVER OF DEFAULTS

City's failure to take advantage of any default or breach of covenant on part of Permittee shall not be or be construed to be as a waiver thereof. A waiver by City of a particular breach or default shall not be deemed to be a waiver of the same for any other subsequent breach or default.

13. APPLICABILITY OF FISCAL PROVISIONS OF CHARTER

All terms of this agreement shall be governed by and be subject to the fiscal provisions of the Charter of the City and County of San Francisco.

14. ASSIGNMENT OR SUBLETTING

Permittee shall not assign this agreement or any interest therein, and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, firm or corporation to occupy or use the same premises or any portion thereof, without the prior written consent of Commission; and a consent to one assignment, subletting, occupation or use by

another person, firm or corporation shall not be deemed a consent to any subsequent assignment, subletting, occupation or use by another. Any such assignment, subletting, occupation or use without such consent shall be void and shall, at the option of City, terminate this agreement. This agreement shall not, nor shall any interest therein, be assignable as to the interest of Permittee by operation of law, without the written consent of Commission.

Notwithstanding any of the foregoing provisions of this paragraph 14 or any other provisions of this agreement, it is understood that this agreement and the rights granted hereby are deemed assigned to the extent necessary to protect the interests of the Chinese Cultural Foundation under the terms of its lease from Permittee and the interests of Holiday Inns of America pursuant to the terms of its lease from Permittee and the interests of any lender holding a deed of trust upon improvements presently under construction by Permittee on the east side of Kearny Street.

15. RIGHT TO INSPECT

City and its authorized representatives shall have the right to enter upon the premises at all reasonable times to inspect the same for any purpose.

16. NOTICES

All notices required to be given to Permittee hereunder shall be in writing and given by registered or certified mail, addressed to Permittee at an address subsequently designated in writing by Permittee. All notices required to be given to City hereunder shall be in writing and given by registered or certified mail addressed to the Recreation and Park Commission, McLaren Lodge, Golden Gate Park, San Francisco, California 94117.

17. NO LIABILITY OUTSIDE OF TERMS OF AGREEMENT

It is agreed that all duties, obligations and liabilities of either of the parties hereto must necessarily be founded upon

the terms of this agreement, and that any liability under this agreement or in connection with the transaction consummated by this agreement is exclusively that of each of the principals appearing respectively as City and Permittee.

18. SURRENDER OF POSSESSION

Permittee agrees to yield and deliver to City possession of the premises at the termination of this agreement, or as otherwise herein provided, in good condition and repair and in accordance with the express obligations hereunder, except for ordinary wear and tear, loss, damage and destruction occasioned by fire (however caused), the elements or other casualty not the fault of Permittee.

Provided, however, that if the pedestrian overpass is demolished, Permittee shall have no obligation other than to restore any damage to any portion of the premises caused by removal of any portions of said pedestrian overpass.

19. NONDISCRIMINATION PROVISIONS

Provisions of Ordinance No. 261-66 are incorporated herein and by reference made a part of this agreement as though fully set forth. (See addendum attached hereto and marked Exhibit "A".)

20. RIGHT TO AMEND

City and Permittee reserve the right to amend or supplement this agreement at any time by mutual agreement for any purpose related to the operations herein and the administration thereof or to overcome any unforeseen problems arising hereafter.

21. SUCCESSORS AND ASSIGNS

Subject to the provisions hereof relating to assignment,

this agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

22. SECTION HEADINGS

The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this agreement.

23. AGREEMENT MADE IN CALIFORNIA

This agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of California.

24. TIME

Time is of the essence of this agreement.

25. APPROVAL BY BOARD OF SUPERVISORS

This agreement shall not become effective for any purpose whatsoever until approved by the Board of Supervisors and the Mayor of the City and County of San Francisco.

26. AUTHORITY OF AGENTS OF CITY

No agent or representative of City has any authority to vary the terms of this agreement or to extend the rights and

privileges as herein set forth, except such as may be endorsed hereon in writing, and then only after approval by City.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first hereinabove written.

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation,  
By and through its  
RECREATION AND PARK COMMISSION

ATTEST:

By Mary B. Connolly  
Secretary

By Joseph Cawley  
General Manager  
Recreation and Park Department

APPROVED:

[Signature]  
Chief Administrative Officer

PERMITTEE

APPROVED:

[Signature]  
Director of Public Works

JUSTICE INVESTORS,  
a limited partnership,  
By and through its General Partner,  
JUSTICE ENTERPRISES, INC.,  
a corporation,

APPROVED AS TO FORM:

THOMAS M. O'CONNOR  
City Attorney

[Signature]  
President

By Robert A. Kenesley  
Deputy City Attorney

[Signature]  
Secretary

ADDENDUM TO ALL  
CITY AND COUNTY OF SAN FRANCISCO CONTRACTS

NONDISCRIMINATION PROVISIONS  
OF Sec. 12B.2, as amended by Ordinance No. 340-08;  
(Chap. 12B, S.F. Admin. Code)

In the performance of this contract, the contractor, subcontractor or supplier agrees as follows:

(a) Wherever the work is performed or supplies are manufactured in the United States, the contractor, subcontractor or supplier will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The contractor, subcontractor or supplier will take affirmative action to insure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, ancestry or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Nothing in this ordinance shall require or prohibit the establishment of new classifications of employees in any given craft. The contractor, subcontractor or supplier agrees to post in conspicuous places, available to employees and applicants or employees and applicants for employment, notices in such form and content as shall be furnished or approved by the awarding authority setting forth the provisions of this section.

(b) The contractor, subcontractor or supplier will, in all solicitations or advertisements for employees placed by or on his behalf state that qualified applicants will receive consideration for employment without regard to race, creed, color or national origin. Any solicitations or advertisements that satisfy similar requirements under Federal law, subject to the approval of the awarding authority, will also satisfy this requirement.

(c) The contractor, subcontractor or supplier will send to each Labor Union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the awarding authority, advising the said labor union or workers' representative of the contractor's, subcontractor's or supplier's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor, subcontractor or supplier will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the awarding authority, the Fair Employment Practices Commission, or the San Francisco Human Rights Commission, for the purposes of investigation to ascertain compliance with the nondiscrimination provisions of this contract, and on request provide evidence that he has or will comply with the nondiscrimination provisions of this contract.

(e) That contractor, subcontractor or supplier shall be deemed to have breached the nondiscrimination provisions of this contract upon:

(1) A finding by the Director of the San Francisco Human Rights Commission, or such other official who may be designated by the Human Rights Commission, that contractor, subcontractor or supplier has willfully violated such nondiscrimination provisions; or

(2) A finding by the Fair Employment Practices Commission of the State of California that contractor, subcontractor or supplier has violated any provision of the Fair Employment Practices Act of California or the nondiscrimination provisions of this contract; provided that the Fair Employment Practices Commission has issued a final order pursuant to Section 1426 of the Labor Code, or has obtained a final injunction pursuant to Section 1429 of the Labor Code; provided further, that for the purposes of this provision, an order or injunction shall not be considered final during the period within which (1) appeal may be taken, or (2) the same has been stayed by order of the Court, or (3) further proceedings for vacation, reversal or modification are in progress before a competent administrative or judicial tribunal.

(3) Upon such finding by the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, or the Fair Employment Practices Commission, the awarding authority shall notify contractor, subcontractor, or supplier that unless he demonstrates to the satisfaction of the Director of the San Francisco Human Rights Commission, or other official designated by the Human Rights Commission, within such reasonable period as the Human Rights Commission shall determine, that the violation has been corrected, action will be taken as set forth in subparagraphs (f) and (g) hereof.

(4) The Human Rights Commission shall, within ten days of the date of issuance of any finding by the Director of the Human Rights Commission or other official designated by the Commission in the enforcement of this chapter, mail to any person or persons affected by said finding, a copy of said finding, together with written notice of his right to appeal. Notice of appeal must be filed in writing with the Chairman of the Commission within 20 days of the date of mailing said copy and notice.

(5) For purposes of appeal proceedings, under this section, a quorum shall consist of eight members of the Commission. The vote of the majority of the full Commission shall be necessary to affirm, reverse or modify such decisions, order or other action rendered hereunder. Should a member of the Human Rights Commission be designated under Sec. 12B.2(e)(1) of this contract, that Commissioner may not participate in an appeal under this section except as a witness.

(6) The presiding officer of the Commission shall have the power to administer oaths to witnesses in appeals before the Commission under this section. In the event that any person shall fail or refuse to appear as a witness in any such proceeding after being requested to do so, and if it shall appear to the Commission that his testimony, or books, records, documents or other things under his control are material and relevant as evidence in the matter under consideration by the Commission in the proceeding, the presiding officer of the Commission may subpoena such person, requiring his presence at the proceeding, and requiring him to bring such books, records, documents or other things under his control.

(7) All appeals to the Human Rights Commission shall be open to the public. Records and minutes shall be kept of such proceedings and shall be open to public inspection. Upon reaching a decision in any appeal, the Commission shall give written notice thereof to the Director of the Human Rights Commission, or other official designated by the Human Rights Commission, and to the appellant or appellants. The decision of the Commission shall be final unless within 15 days of the filing and service of written notice thereof appropriate legal proceedings are filed in a court of competent jurisdiction by any party to this contract.

(8) If any contractor, subcontractor or supplier under contract to the City and County of San Francisco shall fail to appear at an appeal proceeding of the Commission after having been given written notice to appear, such failure to appear shall be grounds for cancellation of the contract or subcontract and such contractor, subcontractor or supplier shall be deemed to have forfeited all rights, benefits and privileges thereunder.

(9) The Human Rights Commission of San Francisco shall promulgate rules and regulations for the implementation of the nondiscrimination provisions of this contract, and such rules and regulations shall, so far as practicable, be similar to those adopted in applicable Federal executive orders.

(f) There may be deducted from the amount payable to the contractor, subcontractor or supplier by the City and County of San Francisco under this contract a penalty of ten (10) dollars for each person for each calendar day during which such person was discriminated against in violation of the provisions of this contract. In addition to any other penalties herein provided for the violation of the nondiscrimination provisions of this contract or for the failure of any contractor, subcontractor or supplier to abide by the rules and regulations herein contained, this contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding as set forth in Sec. 12B.2(e) that the contractor, subcontractor or supplier has discriminated contrary to the provisions of this contract, and all moneys due or to become due hereunder may be forfeited to, and retained by, the City and County of San Francisco.

(g) A breach of the nondiscrimination provisions in the performance of this contract shall be deemed by the City and County of San Francisco to be a material breach of contract and basis for determination by the officer, board or awarding authority responsible for the awarding or letting of such contract that the contractor, subcontractor or supplier is an irresponsible bidder as to all future contracts for which such contractor, subcontractor or supplier may submit bids. Such person, firm or corporation shall not for a period of two (2) years thereafter, or until he shall establish and carry out a program in conformity with the nondiscrimination provisions of this contract, be allowed to act as a contractor, subcontractor or supplier under any contract for public works, goods or services for or on behalf of the City and County of San Francisco.

(h) Nothing contained in this contract shall be construed in any manner so as to prevent the City and County of San Francisco from pursuing any other remedies that may be available at law.

(i) Nothing contained in this contract shall be construed in any manner so as to require or permit the hiring of aliens on public works as prohibited by law.

(j) The contractor, subcontractor or supplier will meet the following standards for affirmative compliance:

(1) If the contractor, subcontractor or supplier has been held to be an irresponsible bidder under Section 12B.2(g) hereof, he shall furnish evidence that he has established and is carrying out a program in conformity with the nondiscrimination provisions of this contract.

(2) The contractor, subcontractor or supplier may be required to file with the Human Rights Commission a basic compliance report, which may be a copy of the federal EEO-1, or a more detailed report as determined by the Commission. Willful false statements made in such reports shall be punishable as provided by law. No contractor, subcontractor or supplier shall be held in nonconformance for not filing such a report with the Human Rights Commission unless he has been specifically required to do so in writing by the Human Rights Commission.

(3) Personally, or through his representatives, the contractor, subcontractor or

supplier shall, through negotiations with the unions with whom he has collective bargaining or other agreements requiring him to obtain or clear his employees through the union, or when he otherwise uses a union as an employment resource, attempt to develop an agreement which will:

(a) Define and outline responsibilities for nondiscrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, such as apprenticeship program, to the end that minority workers will be available and given an equal opportunity for employment.

(4) The contractor, subcontractor, supplier or trade association shall notify the contracting agency of opposition to the nondiscrimination provisions of this contract by individuals, firms or organizations during the term of this contract.

Sec. 12B.4. In order to be eligible to bid or to have a bid considered by the awarding agency, the contractor in all public works contracts shall submit an affirmative action program which shall meet the requirements of the Human Rights Commission. For the purpose of this ordinance, the following definitions shall apply to the following terms:

"Contractor" means any person or persons, firm, partnership, corporation, or combination thereof, who submits a bid and/or enters into a contract with department heads and officers empowered by law to enter into contracts on the part of the City and County for public works or improvements to be performed, or for goods, supplies or services to be purchased, at the expense of the City and County or to be paid out of moneys deposited in the treasury or out of trust moneys under the control or collected by the City and County.

"Subcontractor" means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a contract or agreement with the contractor to perform a substantial specified portion of the contract for public works, improvements, supplies, goods or service let or awarded for or on behalf of the City and County in accordance with the plans and specifications of such contract. Such term shall also include any contractor who enters into a contract with any subcontractor for the performance of 10 per cent or more of the subcontract.

"Supplier" means any person or persons, firm, partnership, corporation, or any combination thereof, who submits a bid or enters into a contract with the awarding agency of the City and County for the supplying of goods, materials, equipment, furnishings or supplies.

The Human Rights Commission may also require contractors, subcontractors and suppliers to take part in a prebid or preaward conference in order to develop, improve or implement a qualifying affirmative action program.

(a) Affirmative action nondiscrimination programs developed pursuant to this section shall be effective for a period of twelve months next succeeding the date of approval by the Human Rights Commission. Contractors, subcontractors and suppliers who are members in good standing of a trade association which has negotiated an affirmative action nondiscrimination program with the Human Rights Commission may make this association program their commitment for the specific contract upon approval of the Human Rights Commission without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Human Rights Commission.

Trade associations shall provide the Human Rights Commission with a list of members in good standing in such association. The Human Rights Commission shall annually supply contracting agencies of the City and County with a list of contractors, subcontractors and suppliers who have developed approved affirmative action nondiscrimination programs.

(b) The awarding agency shall be responsible for notifying all prospective bidders of the requirements of this section and also when requested by Human Rights Commission, for notifying the Human Rights Commission of each contract which is being proposed to be put to public bid.

(c) The proposed affirmative action program required to be submitted under Sec. 12B.4 hereof, and the prebid or preaward conference which may be required by Human Rights Commission, shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

(1) Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

(2) Classroom preparation for the job when not apprenticeable;

(3) Preapprenticeship education and preparation;

(4) Upgrading training and opportunities;

(5) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the City and County of San Francisco for such work; and

(6) The entry of qualified minority journeymen into the industry.

(d) Affirmative action nondiscrimination agreements resulting from the proposed affirmative action programs or the prebid or preaward conferences shall not be confidential and may be publicized by the Human Rights Commission at its discretion. In addition, the Human Rights Commission may report to the Board of Supervisors, either on request of the Board or on its own initiative, on the progress or the problems which attend the implementation of these agreements or any other aspect of enforcement of this ordinance.

(e) Any job training or education program using the funds, facilities, or staff of the City and County of San Francisco which, in the judgment of the Board of Supervisors or the Human Rights Commission, can make a contribution to the implementation of this ordinance shall submit reports to the Human Rights Commission as requested and shall be required to cooperate with the contractors, subcontractors, suppliers and unions and with the Human Rights Commission for the effectuation of the affirmative action nondiscrimination programs developed under this ordinance.

Contractor shall include the foregoing nondiscrimination provisions in all subcontracts let or awarded hereunder.



EXHIBIT "A"

CITY AND COUNTY OF SAN FRANCISCO  
REAL ESTATE DEPARTMENT

*apf 198-70*

OFFICE OF THE  
DIRECTOR OF PROPERTY  
558-3591

SAN FRANCISCO

March 30, 1970

450 MCALLISTER STREET  
CIVIC CENTER  
SAN FRANCISCO, CALIFORNIA 94102

1970 APR -1 PM 2:48

Dr. *NCB*

Chinese Cultural and Trade Center  
Bridge over Kearny Street and  
Portsmouth Square.

Mr. M. Justin Herman  
Executive Director  
San Francisco Redevelopment Agency  
P.O. Box 646  
San Francisco, California 94101

Dear Mr. Herman:

In accordance with the requirements set forth in the Board of Supervisors Resolution 73-67, I have examined the final plans of the bridge connecting the Chinese Cultural and Trade Center and Portsmouth Plaza dated March 17, 1970.

This is to advise you that the plans meet with the approval of the undersigned as required by said Resolution.

Sincerely,

MALLACE WORTMAN  
Director of Property

MJB:ri

cc: Mr. Melvin C. Dry  
Mr. Robert J. Dolan

MILLERS FALLS

ONION SKIN

COTTON CONVENT



# DEPARTMENT OF CITY PLANNING

100 LARKIN STREET • CIVIC CENTER • SAN FRANCISCO • 94102

March 24, 1970

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
1970 MAR 25 AM 8:59

R70.18 - Kearny Street between Washington and Merchant Streets, pedestrian bridge between Chinese Cultural Center and Portsmouth Square. Final architectural plans - revocable encroachment permit

Mr. S. Myron Tatarian, Director  
Department of Public Works  
Room 260, City Hall  
San Francisco, California 94102

Dear Mr. Tatarian:

Pursuant to your letter of March 11, 1970, the subject plans have been reviewed. The following report is submitted:

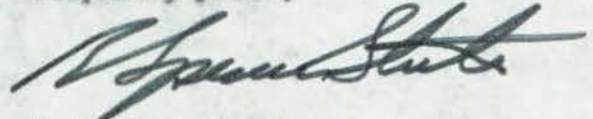
The final architectural plans for the proposed bridge over Kearny Street between the Chinese Cultural and Trade Center and Portsmouth Square, Drawings Nos. A45, A46 and A48, by Clement Chen and Associates, John Carl Warnecke and Associates, dated March 17, 1970, are approved as submitted.

The revocable encroachment permit for the bridge was reviewed by the City Planning Commission on November 21, 1968 and October 9, 1969, and found in conformity with the Master Plan subject to the provisions outlined in letter to the executive director of the Redevelopment Agency dated November 22, 1968, a copy of which was sent to you. As nearly as can be ascertained, all conditions have been complied with except for No. 3:

"Compensatory play space equal in area to that overcrossed by the bridge shall be provided by the developer elsewhere in Portsmouth Square, preferably to the south of and adjacent to the existing play space and to the satisfaction of the Recreation and Park Commission."

It is suggested that you consult with the general manager of the Recreation and Park Department to ascertain whether this condition has been met.

Very truly yours,



R. Spencer Steele  
Assistant Director-Implementation  
for  
Allan B. Jacobs  
Director of Planning

cc: Mayor Alioto  
Mr. Dolan  
Mr. Caverly  
Mr. Herman  
Mr. Cooper (2)

BOARD OF SUPERVISORS  
Room 235 City Hall  
San Francisco 94102

M E M O R A N D U M

Date ~~March 23, 1970~~

File No. ~~198-70~~

TO: Director of Public Works  
(Through Chief Administrative Officer)

FROM: Clerk of the Board of Supervisors

SUBJECT: **Request of Justice Enterprises, Inc. For permission to occupy a portion of Kearny St. for construction of a pedestrian bridge between the Chinese Cultural and Trade Center and Portsmouth Square. (Plans attached.)**  
**Copies of letters 3/4/70 and 3/9/70 from Redevelopment Agency**

Subject matter is referred to you by direction of our Streets and Transportation Committee, with the request that after review you submit to the Committee your recommendations for disposition, together with a draft of any implementing legislation which may be in order.

ROBERT J. DOLAN  
Clerk of the Board

Encl.

cc: Justice Enterprises Inc.  
2412 Russ Bldg.  
San Francisco 94104

By: \_\_\_\_\_

SAT



JOSEPH L. ALIOTO, Mayor

Walter F. Kaplan, Chairman  
Francis J. Solvin, Vice Chairman  
Michael J. Driscoll  
Stanley E. Jensen  
Joe Mosley

# SAN FRANCISCO REDEVELOPMENT AGENCY

939 ELLIS STREET • SAN FRANCISCO 94109  
PREFERRED MAILING ADDRESS: POST OFFICE BOX 646 • SAN FRANCISCO, CALIFORNIA 94101

(415) 771-8800

March 18, 1970

RECEIVED  
CITY OF SAN FRANCISCO  
1970 MAR 18 PM 2:33

Honorable Members of the  
Board of Supervisors  
City and County of San Francisco  
235 City Hall  
San Francisco, California 94102

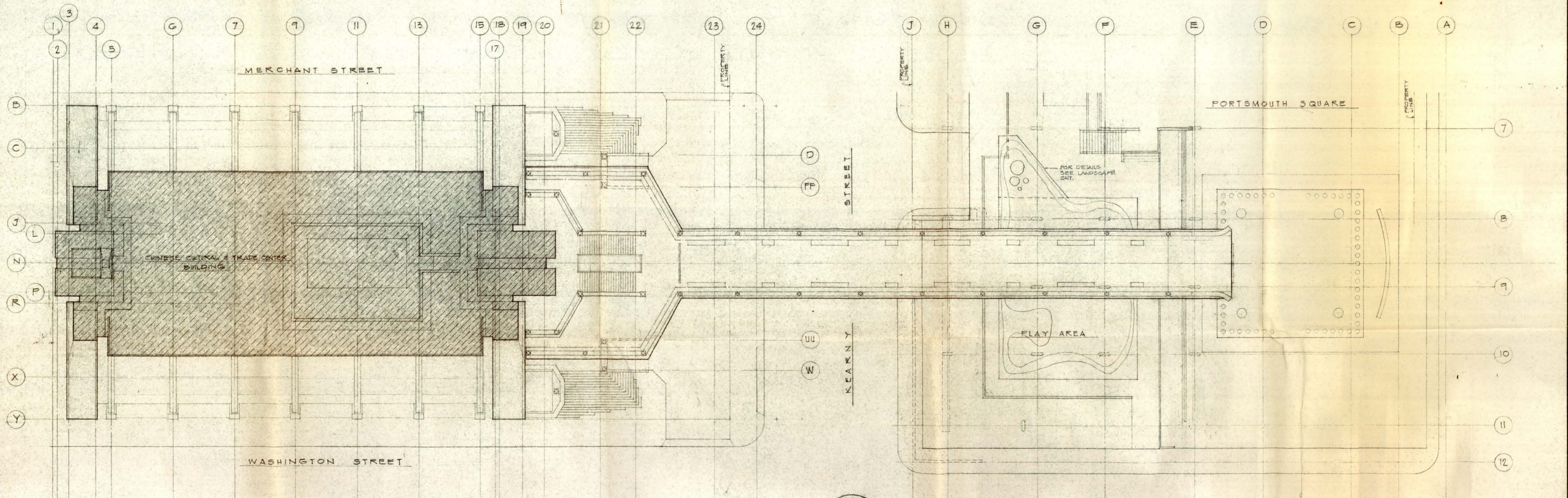
Attention: Honorable Robert J. Dolan  
Clerk of the Board

Dear Mr. Dolan:

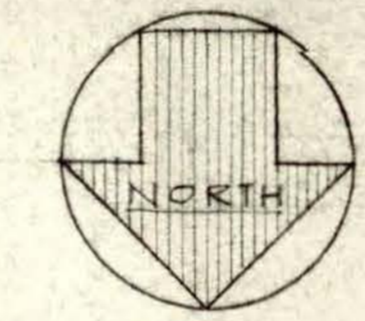
Please find enclosed additional drawings of the bridge connecting the Chinese Cultural and Trade Center and Portsmouth Square. Prior plans and a request for a necessary permit were sent to you on March 6th, and, I understand had been referred to the Streets and Transportation Committee.

Very truly yours,

Melvin C. Ury, Chief  
Business Development

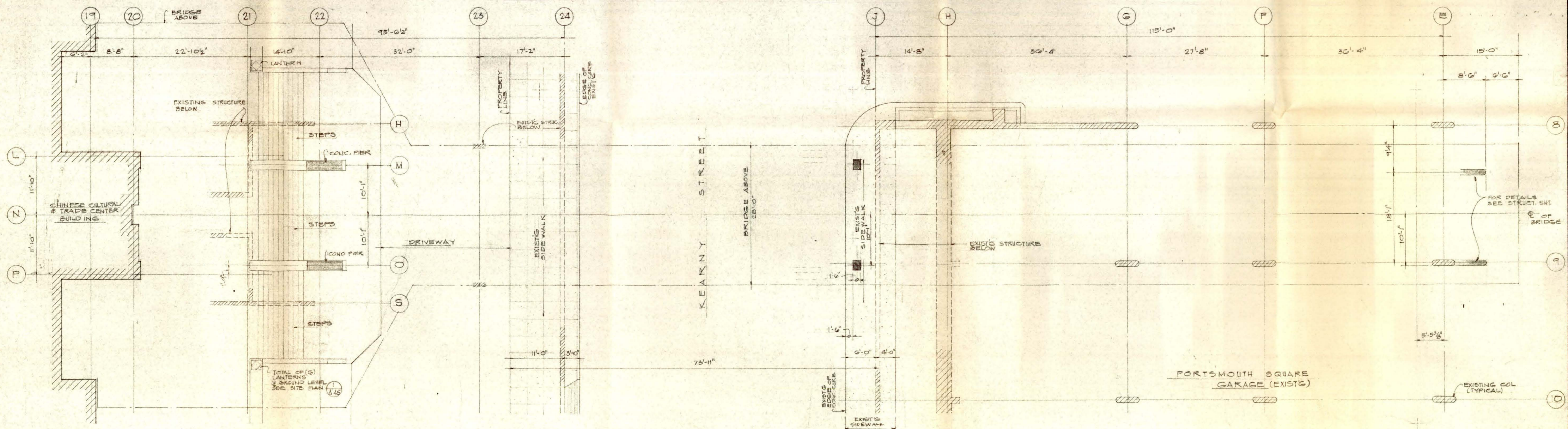


1 SITE PLAN  
1/8" = 1'-0"



LEGEND  
 ——— NEW STRUCTURE  
 // // // EXISTING STRUCTURE

ABBREVIATIONS  
 BOTT. CEM. PLAS. BOTTOM CEMENT PLASTER  
 COL. COLUMN  
 CONC. CONCRETE  
 DET. DETAIL  
 EXP. JT. EXPANSION JOINT  
 I.D. INSIDE DIAMETER  
 N.I.C. NOT IN CONTRACT



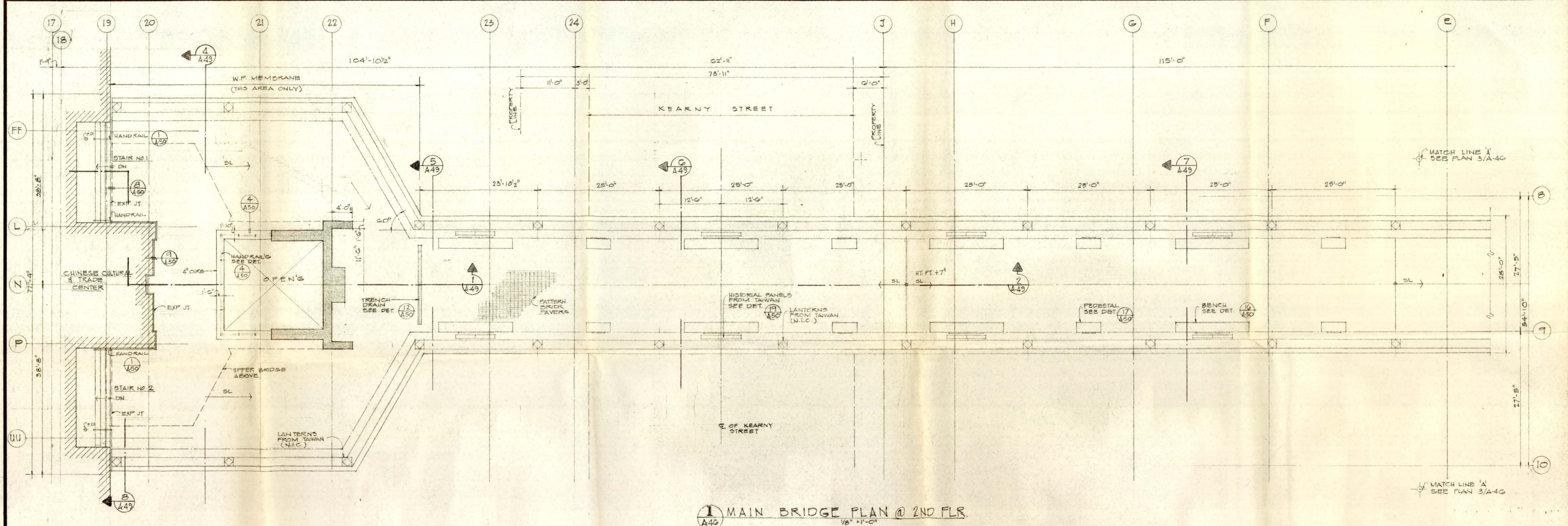
2 GROUND LEVEL PLAN  
1/8" = 1'-0"

CLEMENT CHEN AND ASSOCIATES  
 JOHN CARL WARNECKE & ASSOCIATES  
 ASSOCIATED ARCHITECTS  
 81 NEW MONTGOMERY STREET  
 SAN FRANCISCO, CALIFORNIA 94105

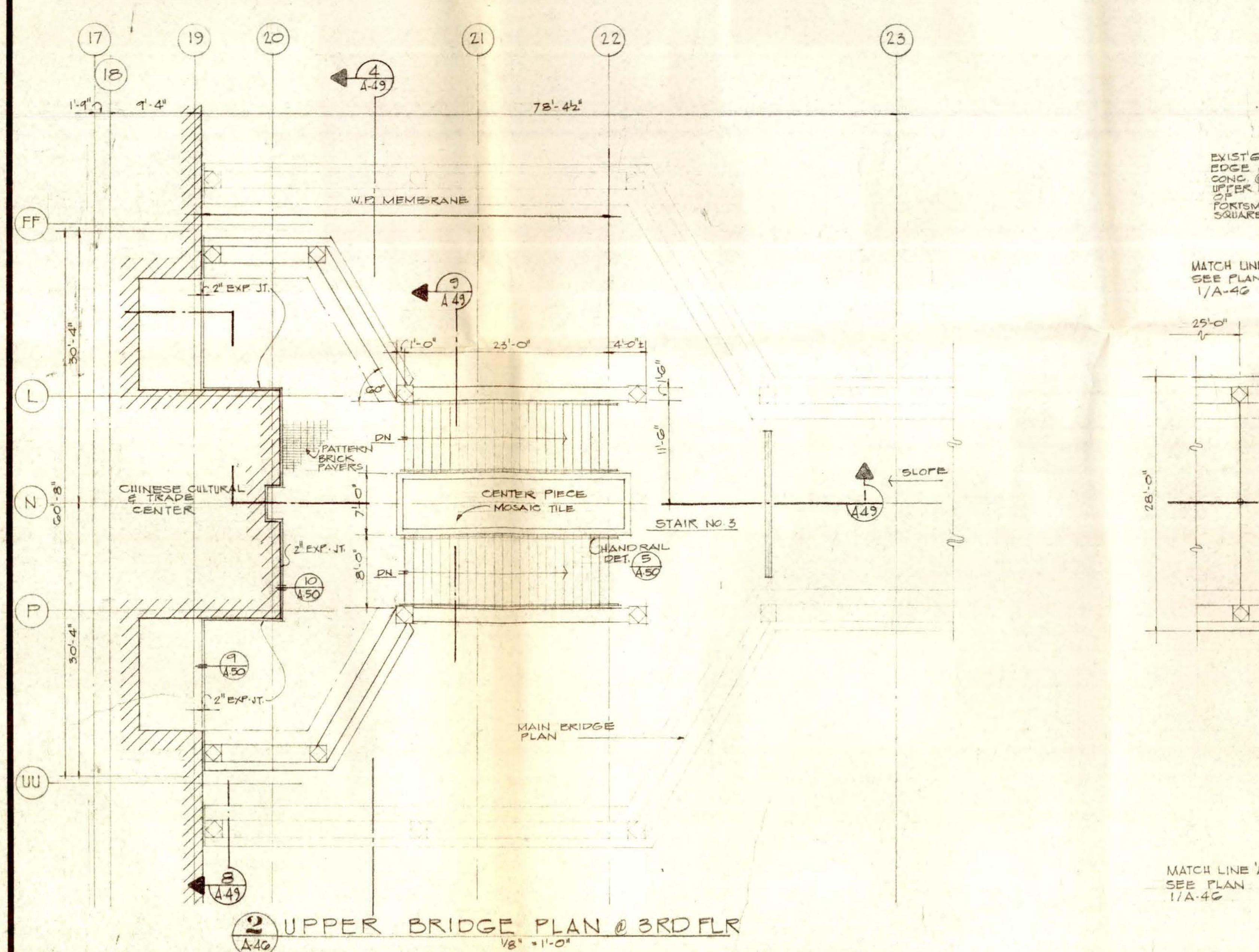
**CHINESE CULTURAL & TRADE CENTER**  
 JUSTICE ENTERPRISES, INCORPORATED - DEVELOPER  
 中心 業 商 化 文 國 中  
 A DEVELOPMENT WITHIN A SAN FRANCISCO REDEVELOPMENT PROJECT AREA

**BRIDGE**  
 SITE PLAN - GROUND  
 LEVEL PLAN

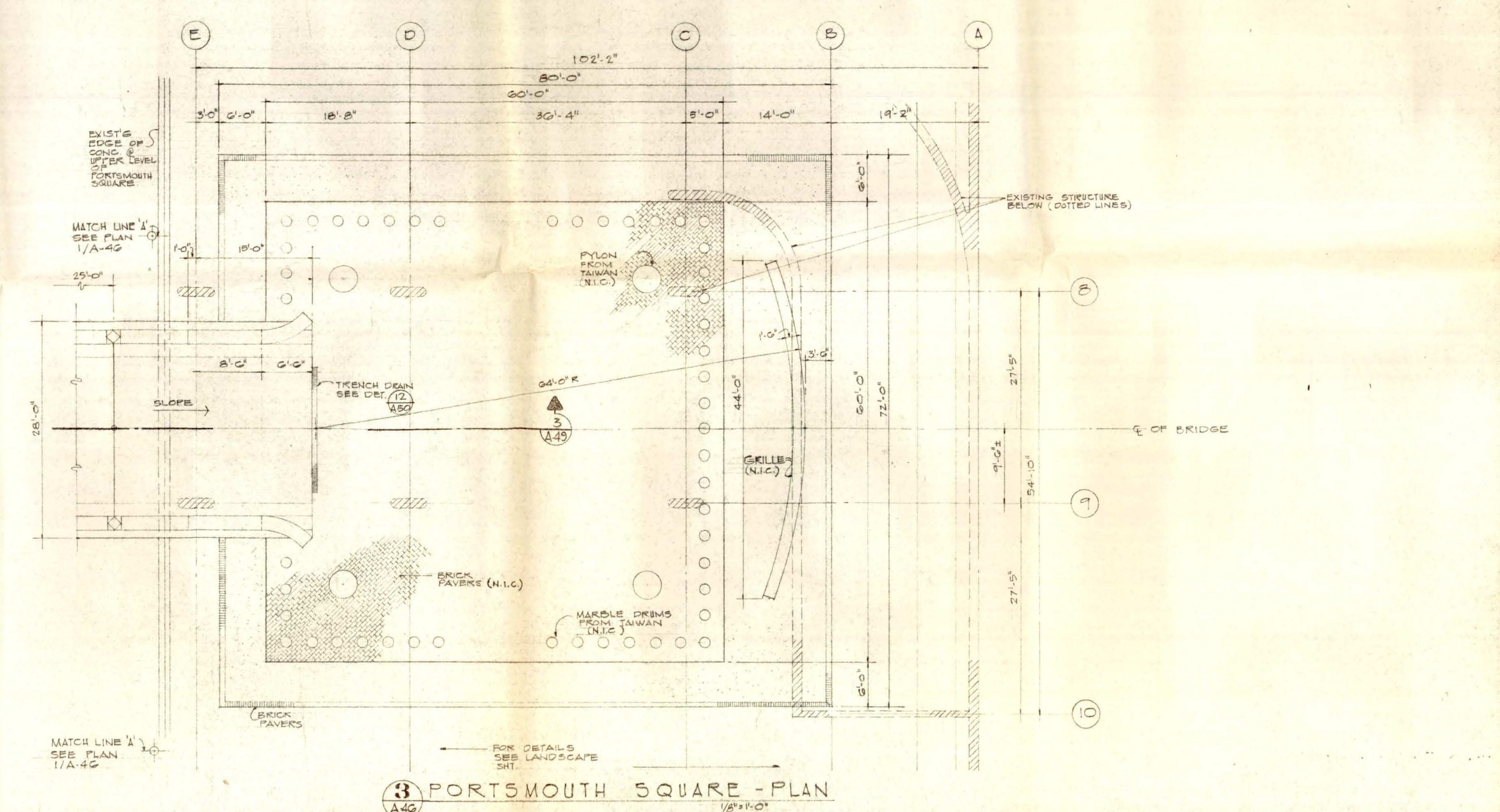
PROJECT 67-009  
 DATE 17 MAR 70  
 DRAWN DYM  
 CHECKED  
 DWG. NO. A.45



1 MAIN BRIDGE PLAN @ 2ND FLR.  
1/8" = 1'-0"



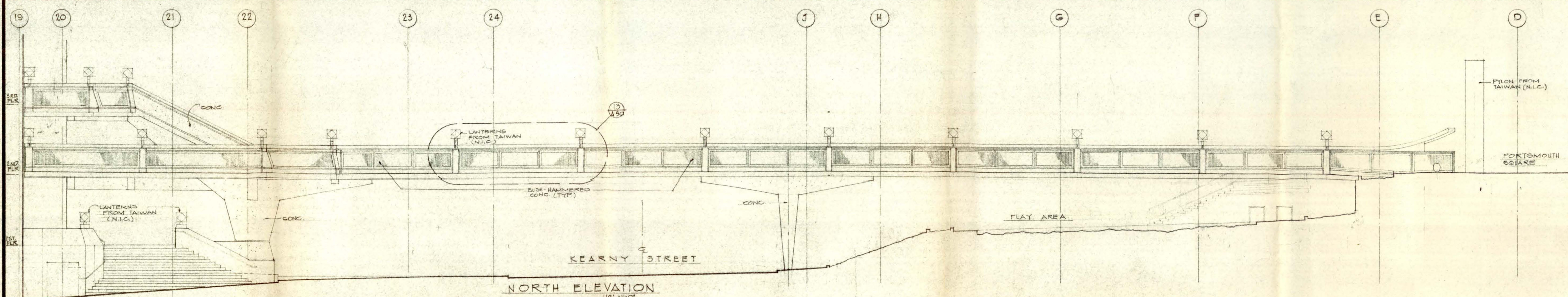
2 UPPER BRIDGE PLAN @ 3RD FLR.  
1/8" = 1'-0"



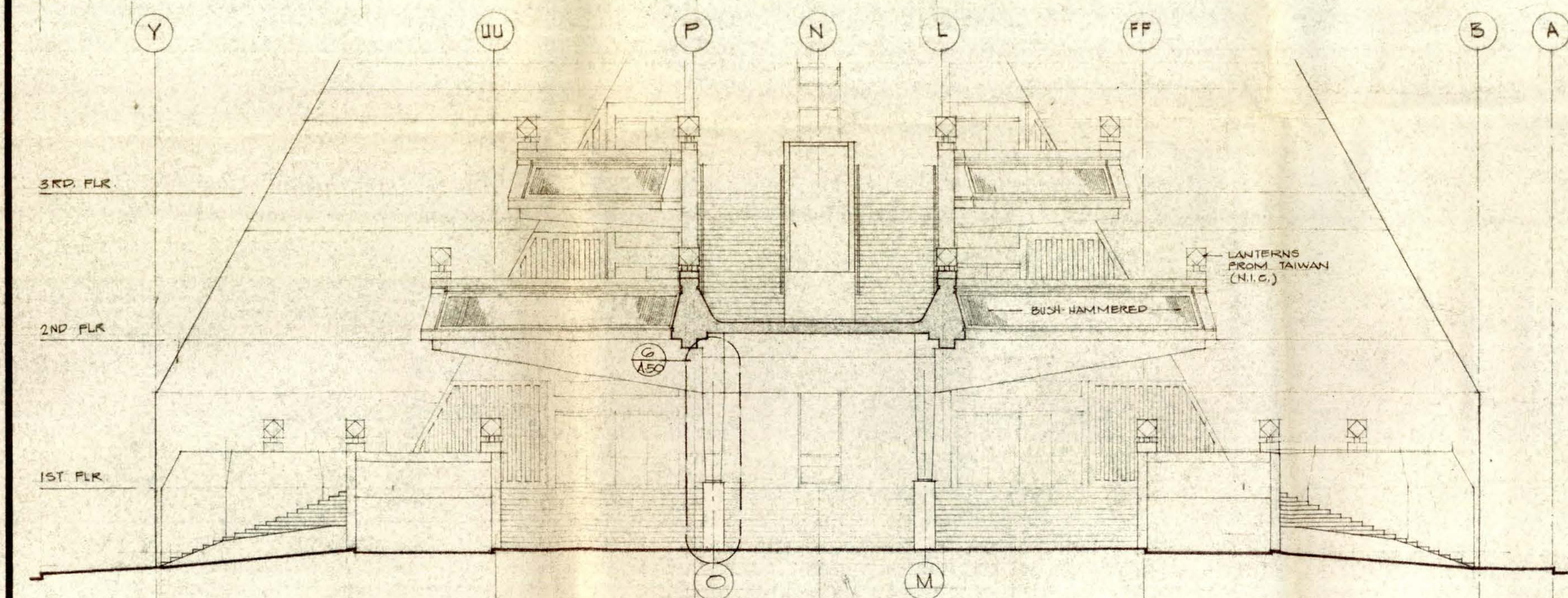
3 PORTSMOUTH SQUARE - PLAN  
1/8" = 1'-0"

CLEMENT CHEN AND ASSOCIATES JOHN CARL WARNECKE & ASSOCIATES ASSOCIATED ARCHITECTS 81 NEW MONTGOMERY STREET SAN FRANCISCO, CALIFORNIA 94105 C-5029	<b>CHINESE CULTURAL &amp; TRADE CENTER</b> JUSTICE ENTERPRISES, INCORPORATED - DEVELOPER 心 中 業 商 化 文 國 中 A DEVELOPMENT WITHIN A SAN FRANCISCO REDEVELOPMENT PROJECT AREA		<b>BRIDGE</b> MAIN BRIDGE PLAN UPPER BRIDGE PLAN PORTSMOUTH SQUARE PLAN		PROJECT 67-008 DATE 17 MAR 70 DRAWN DYM CHECKED	DWG. NO. <b>A 40</b>
	FOR DETAILS SEE LANDSCAPE SHET.					

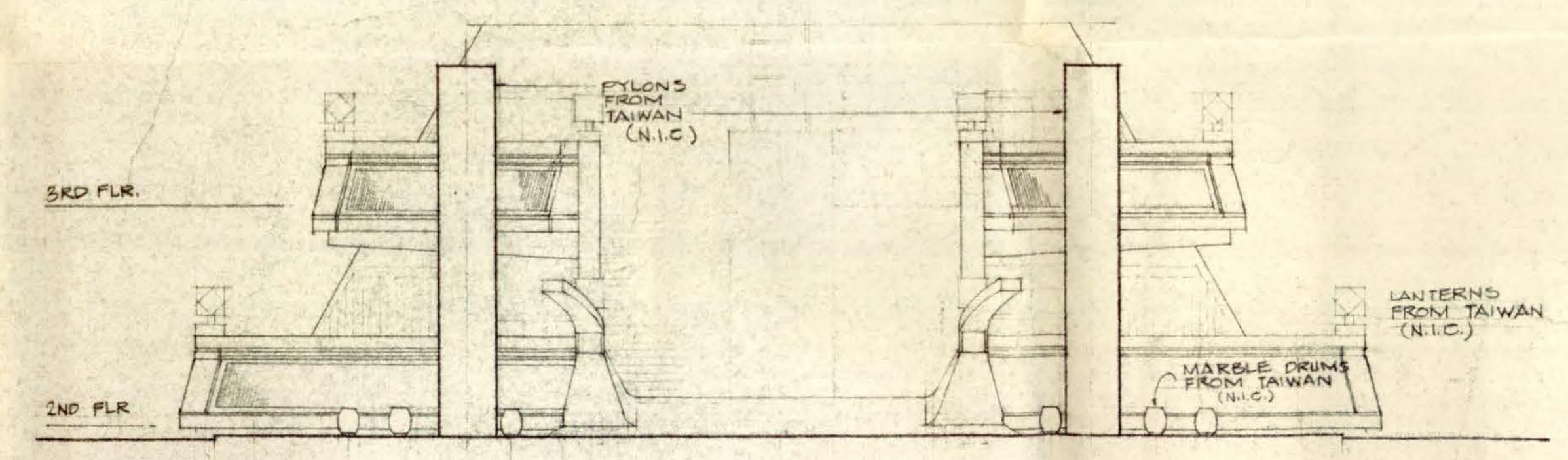




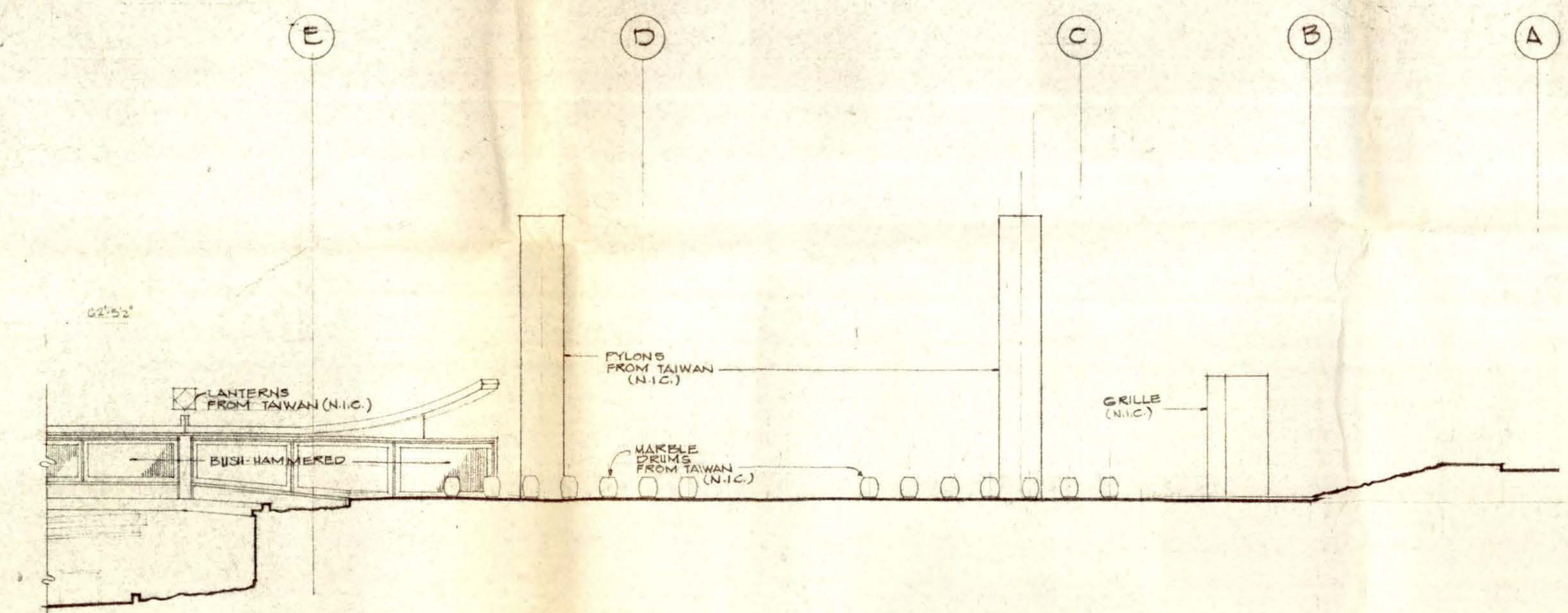
NORTH ELEVATION  
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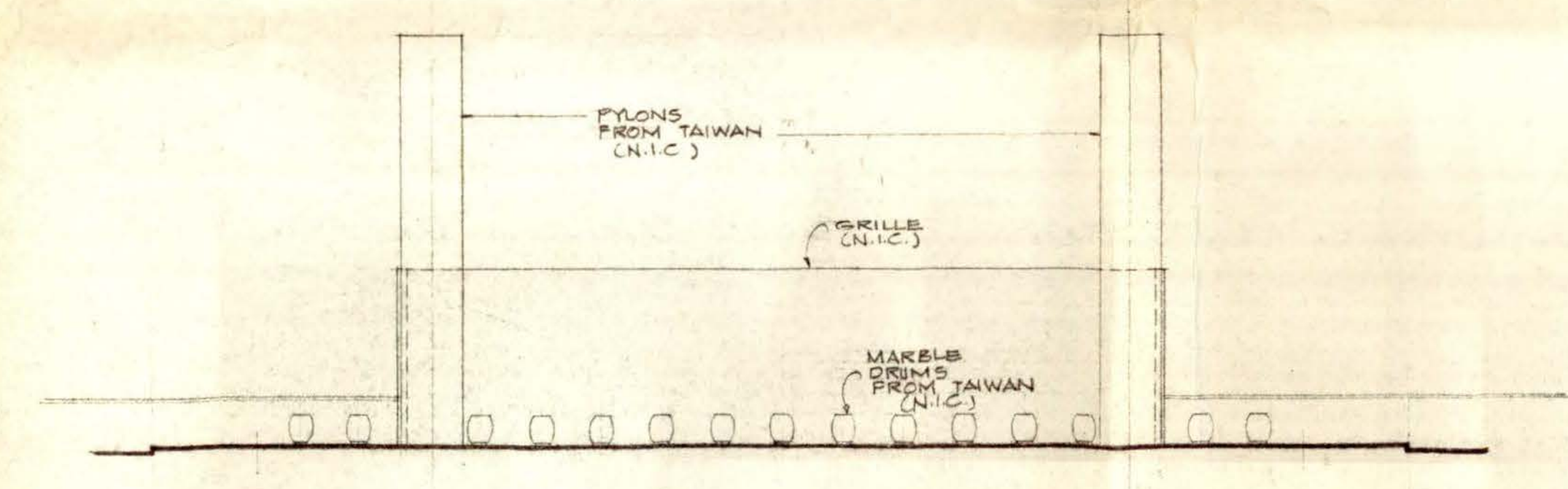
WEST ELEVATION  
1/8" = 1'-0"



ELEVATION @ PORTSMOUTH SQUARE  
1/8" = 1'-0"



NORTH ELEVATION @ PORTSMOUTH SQUARE  
1/8" = 1'-0"



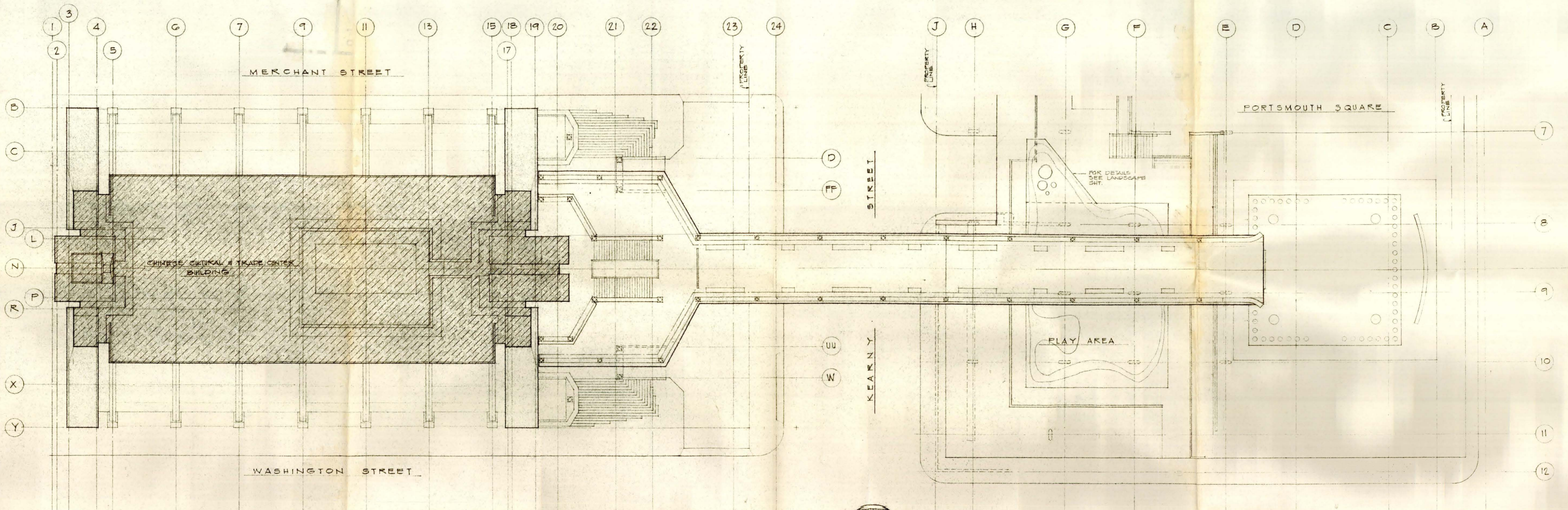
EAST ELEVATION @ PORTSMOUTH SQUARE  
1/8" = 1'-0"

CLEMENT CHEN AND ASSOCIATES  
JOHN CARL WARNECKE & ASSOCIATES  
ASSOCIATED ARCHITECTS  
81 NEW MONTGOMERY STREET  
SAN FRANCISCO, CALIFORNIA 94105

**CHINESE CULTURAL & TRADE CENTER**  
JUSTICE ENTERPRISES, INCORPORATED - DEVELOPER  
心中業商化文國中  
A DEVELOPMENT WITHIN A SAN FRANCISCO REDEVELOPMENT PROJECT AREA

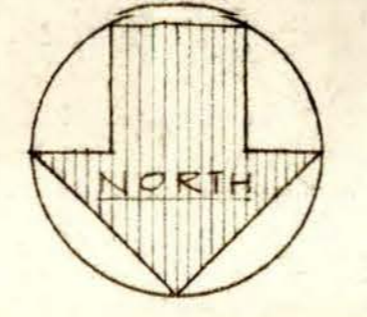
**BRIDGE**  
EXTERIOR ELEVATIONS

PROJECT 67-009  
DATE 17 MAR 70  
DRAWN DYM  
CHECKED  
DWG. NO. A48

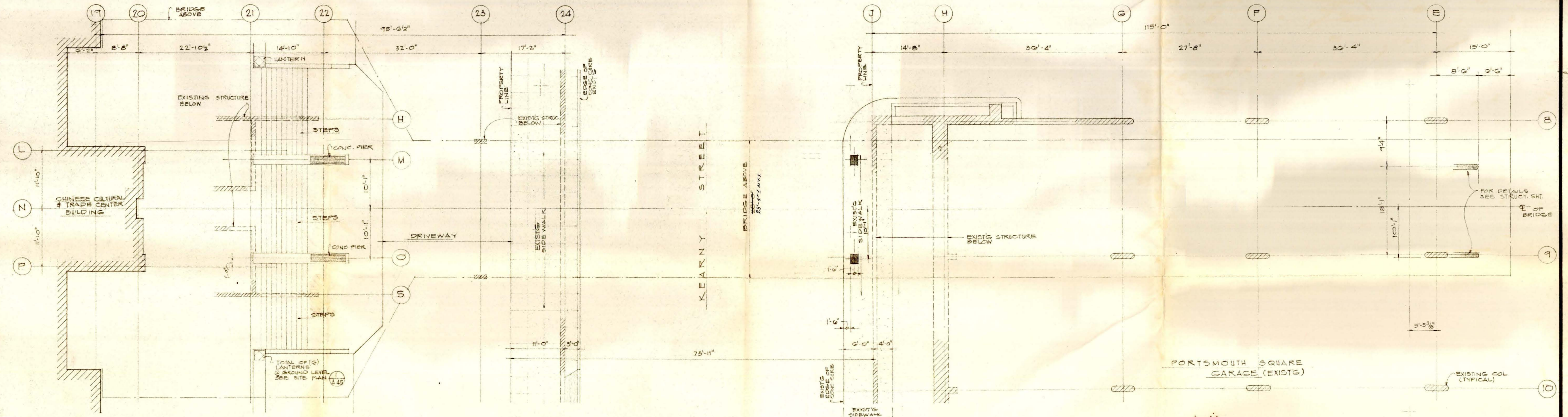


1 SITE PLAN  
1/8" = 1'-0"

LEGEND  
 ——— NEW STRUCTURE  
 ▨▨▨▨▨ EXISTING STRUCTURE



ABBREVIATIONS  
 BOT. BOTTOM  
 C.M. PL. COMMON PLASTER  
 COL. COLUMN  
 CONC. CONCRETE  
 DET. DETAIL  
 EXP. JT. EXPANSION JOINT  
 I.D. INSIDE DIAMETER  
 N.I.C. NOT IN CONTRACT



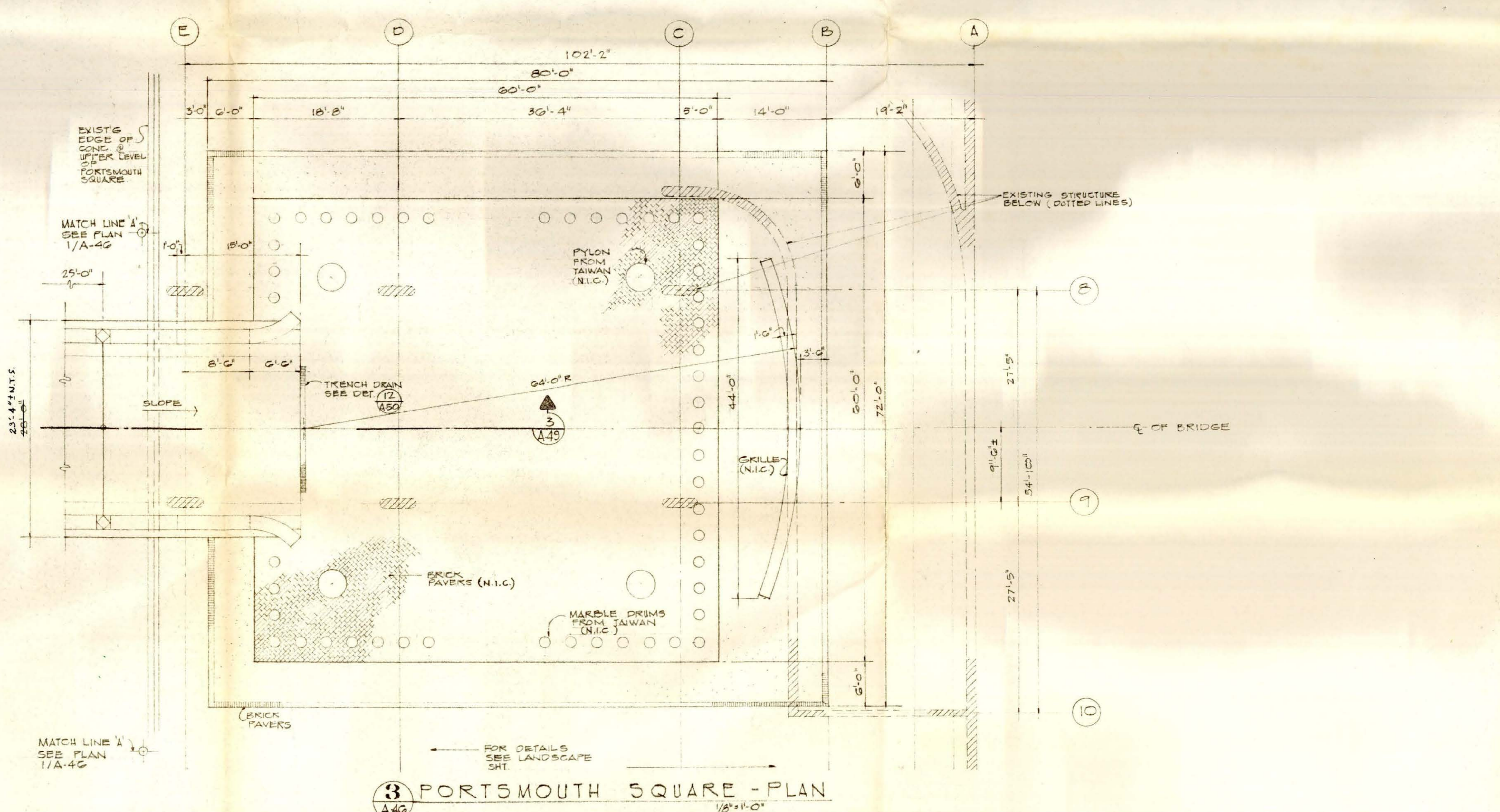
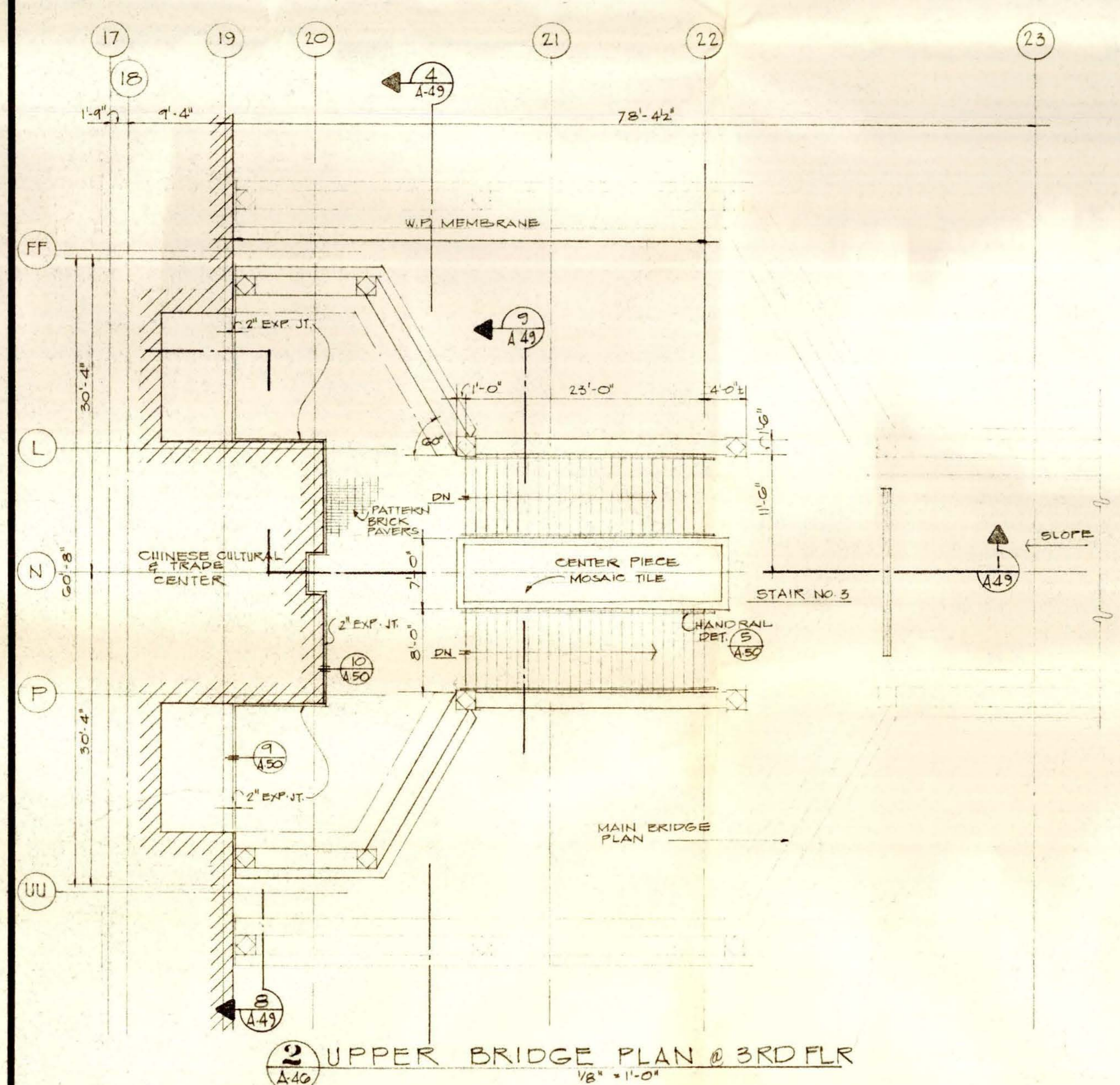
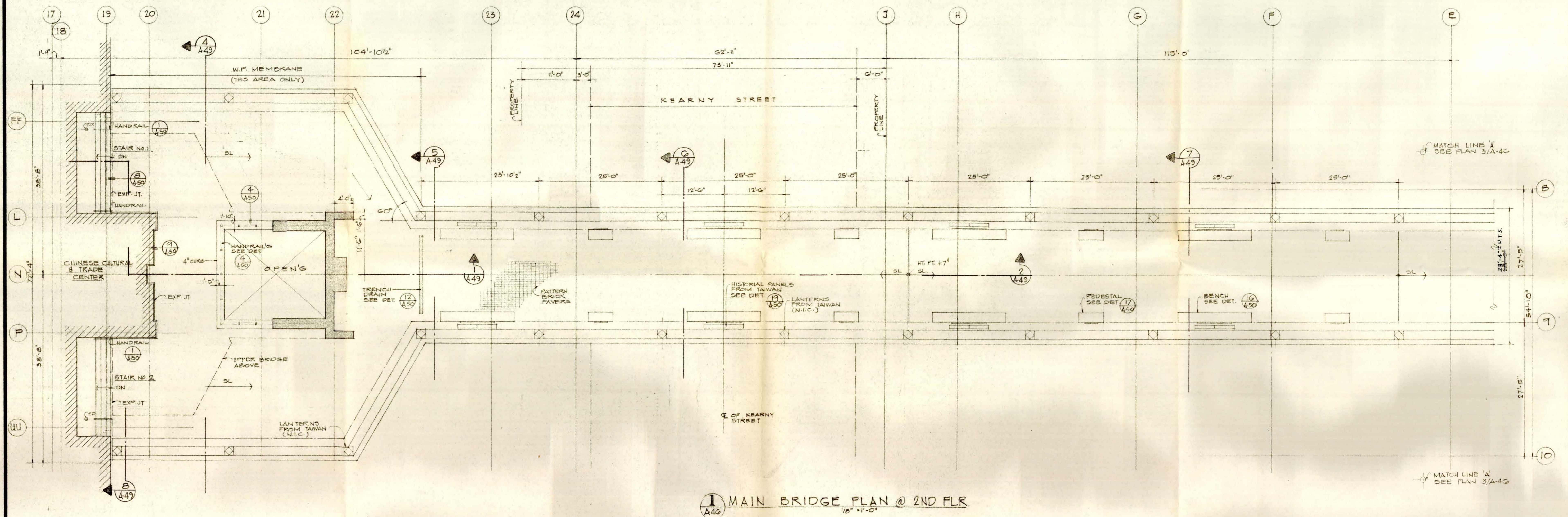
2 GROUND LEVEL PLAN  
1/8" = 1'-0"

CLEMENT CHEN AND ASSOCIATES  
 JOHN CARL WARNECKE & ASSOCIATES  
 ASSOCIATED ARCHITECTS  
 81 NEW MONTGOMERY STREET  
 SAN FRANCISCO, CALIFORNIA 94108

**CHINESE CULTURAL & TRADE CENTER**  
 JUSTICE ENTERPRISES, INCORPORATED - DEVELOPER  
 心中業商化文國中  
 A DEVELOPMENT WITHIN A SAN FRANCISCO REDEVELOPMENT PROJECT AREA

**BRIDGE**  
 SITE PLAN - GROUND  
 LEVEL PLAN

PROJECT 67-009 DWG. NO. A45  
 DATE  
 DRAWN EYM  
 CHECKED

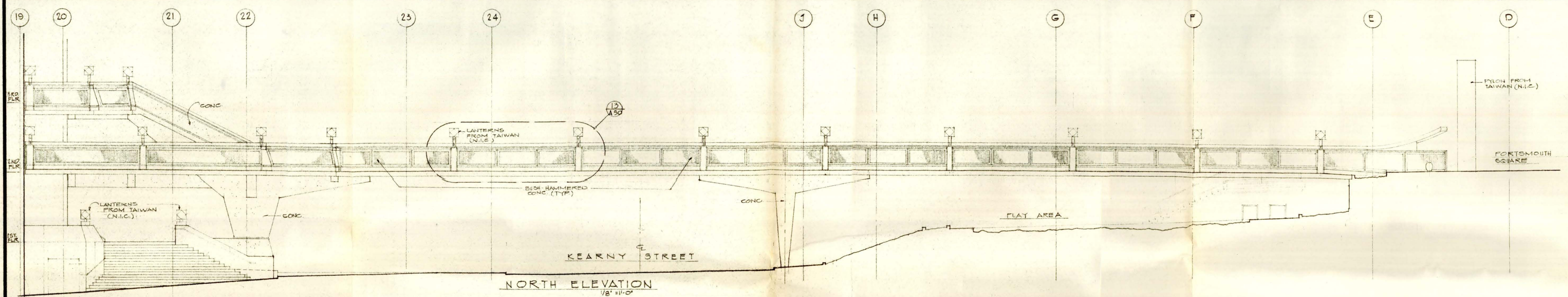


**CLEMENT CHEN AND ASSOCIATES**  
**JOHN CARL WARNECKE & ASSOCIATES**  
**ASSOCIATED ARCHITECTS**  
 51 NEW MONTGOMERY STREET  
 SAN FRANCISCO, CALIFORNIA 94105

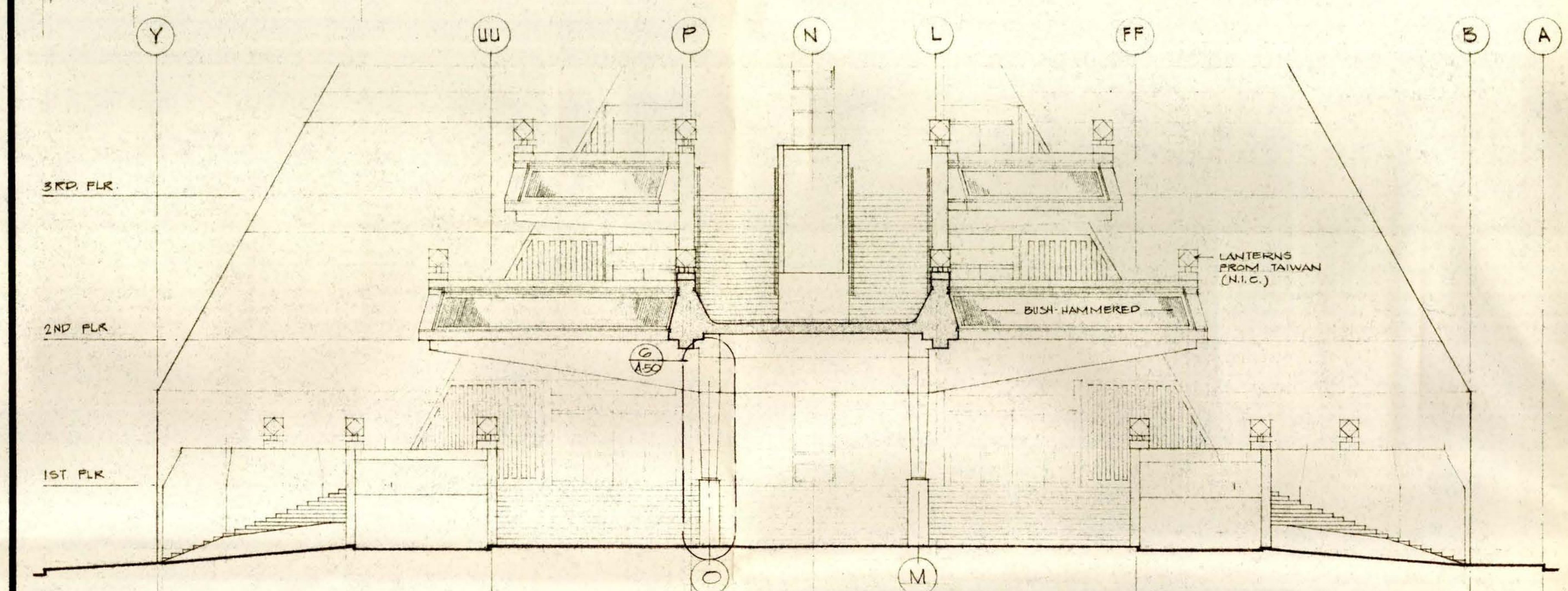
**CHINESE CULTURAL & TRADE CENTER**  
 JUSTICE ENTERPRISES, INCORPORATED - DEVELOPER  
 心中業商化文國中  
 A DEVELOPMENT WITHIN A SAN FRANCISCO REDEVELOPMENT PROJECT AREA

**BRIDGE**  
 MAIN BRIDGE PLAN  
 UPPER BRIDGE PLAN  
 PORTSMOUTH SQUARE  
 PLAN

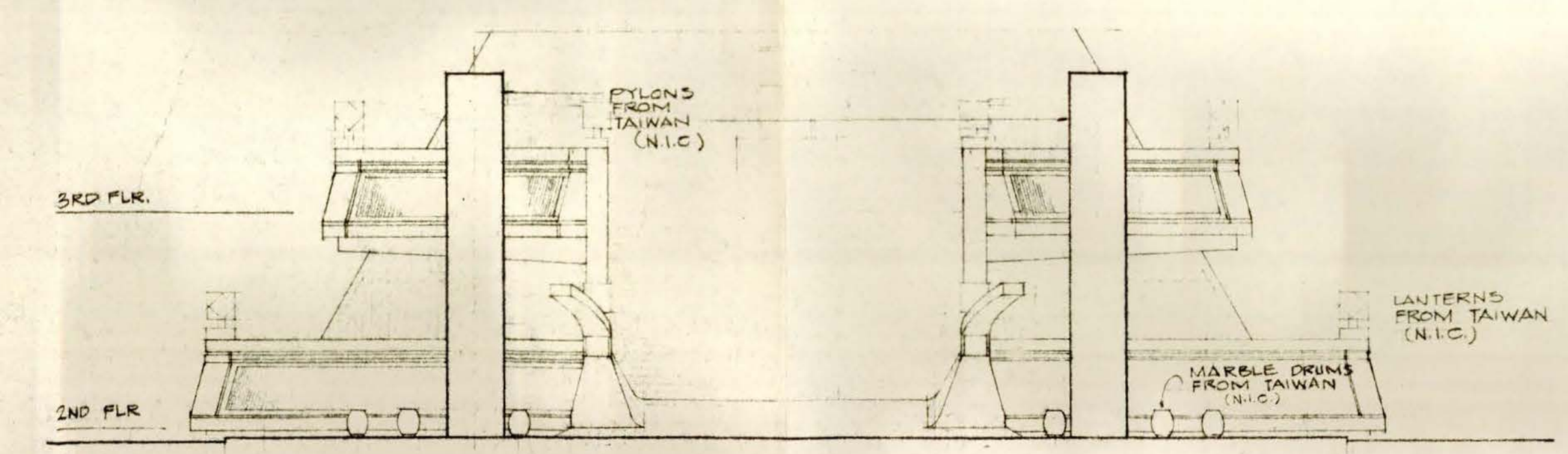
PROJECT 67-008  
 DATE  
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 DWG. NO.  
**A/46**



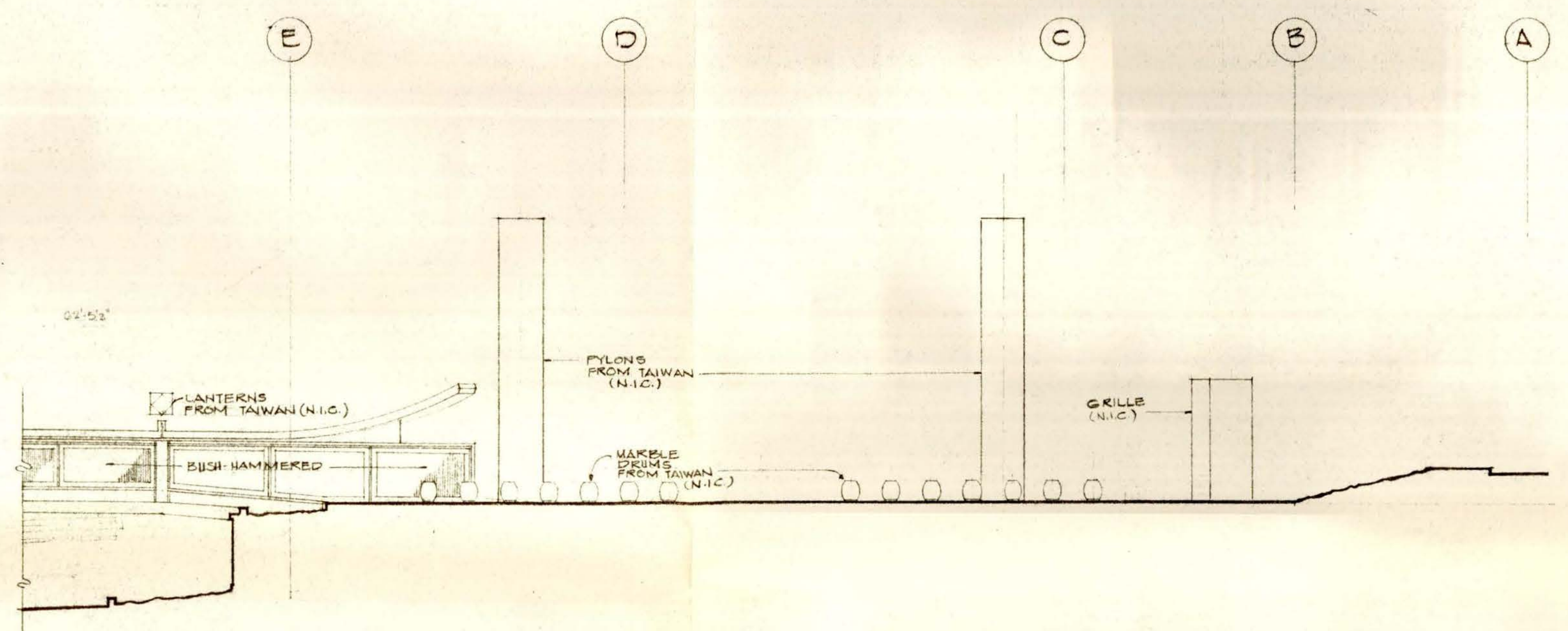
NORTH ELEVATION  
1/8" = 1'-0"



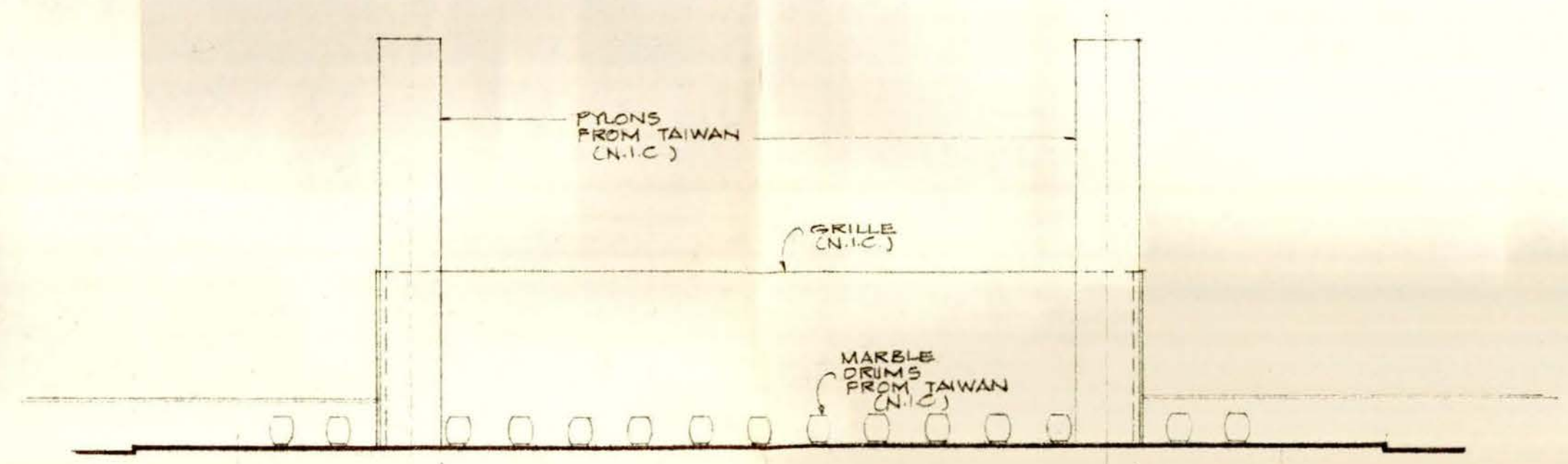
WEST ELEVATION  
1/8" = 1'-0"



ELEVATION @ PORTSMOUTH SQUARE  
1/8" = 1'-0"



NORTH ELEVATION @ PORTSMOUTH SQUARE  
1/8" = 1'-0"



EAST ELEVATION @ PORTSMOUTH SQUARE  
1/8" = 1'-0"

CLEMENT CHEN AND ASSOCIATES  
JOHN CARL WARNECKE & ASSOCIATES  
ASSOCIATED ARCHITECTS  
61 NEW MONTGOMERY STREET  
SAN FRANCISCO, CALIFORNIA 94105

**CHINESE CULTURAL & TRADE CENTER**  
JUSTICE ENTERPRISES, INCORPORATED - DEVELOPER  
心中業商化文國中  
A DEVELOPMENT WITHIN A SAN FRANCISCO REDEVELOPMENT PROJECT AREA

**BRIDGE**  
EXTERIOR ELEVATIONS

PROJECT 67-009  
DATE  
DRAWN DYM  
CHECKED

DWG. NO.  
A  
48

M. Justin Herman, Executive Director

*apt*  
*SITs*



JOSEPH L. ALIOTO, Mayor

Walter F. Kaplan, Chairman  
Francis J. Solvin, Vice Chairman  
Michael J. Driscoll  
Stanley E. Jensen  
Joe Mosley

# SAN FRANCISCO REDEVELOPMENT AGENCY

939 ELLIS STREET • SAN FRANCISCO 94109

PREFERRED MAILING ADDRESS: POST OFFICE BOX 646 • SAN FRANCISCO, CALIFORNIA 94101

(415) 771-8800

March 9, 1970

Robert J. Dolan  
Clerk of the Board  
Board of Supervisors  
235 City Hall  
San Francisco, California

Dear Mr. Dolan:

Attached is a copy of a letter addressed to the Board of Supervisors. A copy of each letter is presently being hand delivered to each member of the Board.

Sincerely yours,

Melvin C. Ury  
Chief  
Business Development Division

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
1970 MAR 10 PM 1:35  
BY \_\_\_\_\_

Attachment



# SAN FRANCISCO REDEVELOPMENT AGENCY

939 ELLIS STREET • SAN FRANCISCO 94109

PREFERRED MAILING ADDRESS: POST OFFICE BOX 646 • SAN FRANCISCO, CALIFORNIA 94101

(415) 771-8800

March 4, 1970

Honorable Members of the  
Board of Supervisors  
City and County of  
San Francisco  
San Francisco, California

Gentlemen:

This letter is being sent to you pursuant to the following paragraph in your resolution #73-67 approved January 31, 1967, in which you authorized conveyance of the old Hall of Justice site to Justice Enterprises, Inc. for the purpose of building a Chinese Cultural and Trade Center:

RESOLVED: That this Board indicates its willingness, in principle, to cooperate with Justice Enterprises, Inc., in making available, in accordance with such methods as are appropriate and have been used in connection with other pedestrian bridge street crossings by City, such property rights as are necessary for the construction and use of a pedestrian bridge across Kearny Street between the Center and Portsmouth Square; provided that preliminary and final plans of said bridge shall receive the approval of the Director of Public Works, the City Planning Commission, the Recreation and Park Commission, and the Director of Property.

The Center is now under construction and is scheduled to be completed in late October of this year. The pedestrian bridge, after a long process of approval as required in the above resolution, is now ready for construction subject to obtaining from you the necessary property rights.

Such rights requested by the developer are in the form of revocable encroachment permits for the use of the air space above Kearny Street between the Center and Portsmouth Plaza, and for the right to rest

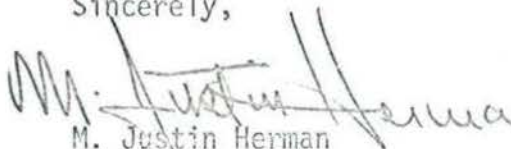
the bridge supports on city property. In addition, approval of a permit is requested for the construction of an overpass and related facilities on Portsmouth Plaza. The appropriate documents for the above permits will be delivered to you shortly as well as the pertinent documentation from the Recreation and Park Commission, the Art Commission, City Planning Commission, the Director of Property and the Director of Public Works.


The developer in its desire to construct a bridge of high quality, compatible to its multi relationship to Chinatown and the Chinese Cultural and Trade Center, supplemented the joint venture architectural team of Clement Chen and John Carl Warneke & Associates by commissioning an outstanding architect from Taipei, C. K. Chen, to design the bridge. The result has been rewarding.

In recognition of this, and the symbolic importance of the structure, the citizens of Taipei, in cooperation with its government, have commissioned eight bronze reproductions of Chinese sculptures, eight large relief panels, eighteen bronze bridge lanterns and numerous other decorative objects for location on the bridge. These art objects have been completed and are being shipped to San Francisco at this time. A handsome brochure on the bridge and its art objects is enclosed with this letter. Quick perusal of the brochure may persuade you, as it has us, that the bridge will be a most significant landmark in San Francisco.

In the many public hearings on the bridge, the overwhelming majority of the Chinese citizens of San Francisco have expressed themselves as strongly supportive. They look forward with great anticipation to its construction this year. It is hoped that the Board will, in its discretion, set the stage for its immediate construction by approving the requested permits.

Sincerely,

  
M. Justin Herman  
Executive Director









# DEPARTMENT OF CITY PLANNING

100 LARKIN STREET • CIVIC CENTER • SAN FRANCISCO • 94102

October 21, 1969

R69.3 - Kearny Street between Washington and Merchant Streets. Revocable encroachment permit for pedestrian bridge between Chinese Cultural Center and Portsmouth Square

Mr. S. Myron Tatarian  
Director of Public Works  
Room 260 City Hall  
San Francisco, California

Dear Mr. Tatarian:

Pursuant to Section 116.1 of the Charter, the subject referral from you was considered by the City Planning Commission at a regular meeting on October 9, 1969. The following report is submitted:

Revocable encroachment permit for pedestrian bridge over Kearny Street between Chinese Cultural Center and Portsmouth Square, as shown on drawing No. SK 82, entitled Bridge Study - Portsmouth Square Plan, by Clement Chen and Associates and John Carl Warnecke & Associates, dated September 25, 1969, is in conformity with the Master Plan.

Very truly yours,

*Edward I. Murphy*

Edward I. Murphy  
Assistant Director of Planning

for Allan B. Jacobs  
Director of Planning

cc: Mayor Alioto  
Mr. Dolan  
Mr. Herman  
Mr. Cooper (2)

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
1969 OCT 22 AM 9:23  
BY *RS*



THOMAS J. BLANCHARD  
CHIEF DEPUTY CITY ATTORNEY

THOMAS A. TOOMEY, JR.  
ASSISTANT CHIEF DEPUTY

DEPUTY CITY ATTORNEYS

NORMAN SANFORD WOLFF  
GEORGE E. BAGLIN  
DONALD J. KROPP  
JEROME COHEN  
AGNES O'BRIEN SMITH  
GEORGE F. AGNOST  
ROBERT M. DESKY  
SAMUEL E. YEE  
RAYMOND J. REYNOLDS  
PATRICK R. KELLY  
JOHN J. TAHENY, JR.  
McMORRIS M. DOW  
PAUL J. DI NOIA  
ROBERT A. KENEALEY  
DONALD J. GARIBALDI  
JAMES J. STARK  
ROLAND J. HENNING

ROBERT R. LAUGHEAD  
CHIEF VALUATION AND  
RATE ENGINEER

THOMAS M. O'CONNOR  
CITY ATTORNEY  
CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102  
KLONDIKE 8-3315

*apf*

WILLIAM F. BOURNE  
PUBLIC UTILITIES COUNSEL

WILLIAM E. MULLINS  
CHIEF TRIAL DEPUTY

DEPUTY CITY ATTORNEYS

EDMUND A. BACIGALUPI  
RAYMOND E. AGOSTI  
MICHAEL C. KILLELEA  
JAMES B. BRASIL  
DONALD K. NEGI  
H. LEROY CANNON  
GEORGE E. KRUEGER  
WILLIAM J. MALLEN  
HERMAN DAVID PAPA  
WILLIAM C. TAYLOR  
RAYMOND D. WILLIAMSON, JR.  
WILLIAM R. LOWERY  
WILLIAM C. GORDON  
EDWARD J. ROTHMAN  
WARD NEVIN  
JOHN J. OHERTY

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
1969 FEB 25 AM 11:48  
*Re*

February 24, 1969

Mr. Robert J. Dolan  
Clerk of the Board of Supervisors  
235 City Hall  
San Francisco, California 94102

Subject: Proposed Pedestrian Bridge Over Kearny  
Street to Connect Portsmouth Square and  
Chinese Cultural Center; Right to Allow  
Foundations of Bridge on Park Property

Dear Mr. Dolan:

This is in response to your request for an opinion as to whether the Board of Supervisors may legally permit the footings of a proposed pedestrian bridge extending across Kearny Street from the Chinese Cultural and Trade Center to Portsmouth Square so as to encroach upon the playground area of the square.

The following sections of the Charter quoted in part are applicable in answer to the question posed:

"Section 42. The recreation and park commission shall have the complete and exclusive control, management and direction of the parks, playgrounds, recreation centers and all other recreation facilities, squares, avenues and grounds which are in charge of the commission on the effective date hereof, or are thereafter placed in the charge of the commission, except as in this charter otherwise provided."

"Section 42.2. Except as provided in section 42.3, the commission shall not lease any part of the lands under its control nor permit the building or maintenance or use of any structure on any park, square, avenue or ground, except for recreation purposes, and each letting or permit shall be subject to approval of the board of supervisors by ordinance."

Section 42.2 requires that a lease or permit for building or use of any structure on any square must be for recreational purposes, and each permit should be subject to approval of the Board of Supervisors by ordinance. Thus it is the primary responsibility of the Recreation and Park Commission to make a determination upon all the facts available to it as to whether or not the placing of the footings of the overpass on park lands would be consistent with the recreational purposes of the square. If the Commission determines that the erection of a bridge would be consistent with such purposes, it would have the authority subject to the approval of the Board of Supervisors to permit the placing of footings within Portsmouth Square.

In the case of Humphreys v. San Francisco (1928), 92 Cal. App. 69, the court discussed the right of the City and County of San Francisco in allowing a portion of Duboce Park to be used for street railway purposes. The court stated, at page 75, the following rule bearing upon uses to which park lands may be put:

"A distinction is to be observed between cases where land for a public park or square was dedicated without special restriction and cases where the dedication was restricted to a particular purpose. Where the dedication was without restriction any usual, proper and reasonable public use may be made of the park; but where a particular purpose was expressed the land must be used accordingly. This distinction is clearly apparent where, on the one hand, land has been dedicated for park purposes by a private individual, and where, on the other hand, the municipal corporation holds the full title to the land for public uses without restriction. Where title is in an individual the land must be used as directed by him. But where the municipality holds the title for public uses, without restriction, the legislative power may regulate the purposes for which the public may use the land, so long as such use is consistent with park purposes."

After reviewing the legal principles and the evidence and findings of the lower court, the Court of Appeals determined that the public use to which the small area of Duboce Park would be put when the proposed improvements were completed would not be inconsistent with the purposes for which the park was dedicated so as to constitute an unlawful use of the park.

In City and County of San Francisco v. Linares (1940), 16 Cal. 2d 441, the Supreme Court in construing the authority of the Park Commission acting for the city in leasing Union Square

February 24, 1969

for the construction of an underground garage therein held that although during the construction there would be an interference with the surface use of the park, the interference would not be permanent and the permanent use of about 6-1/2% of the surface area of the square for entrances and exits should not block the proceedings.

In Best v. San Francisco, 184 Cal. App. 2d 396, 400, the court in construing the right of the city to change the contour of Portsmouth Square to allow the construction of an underground garage held it was permissible so long as there would be no unreasonable diminution of the use of the square for public enjoyment.

Portsmouth Square was reserved as a public square as part of the old Mexican Pueblo of San Francisco. The City and County of San Francisco holds title by an act of Congress and by letters patent from the United States. Portsmouth Square, therefore, was not dedicated by a private individual to the City with restriction for a particular purpose. The rule quoted above in the Humphreys case would then apply. The Recreation and Park Commission may make a determination from the evidence before it that the construction of a pedestrian overpass would be consistent with park purposes by affording better access to the park area and if it so finds it could legally permit the construction of the overpass. Such permit, of course, would have to be approved by the Board of Supervisors by ordinance.

It is my understanding after consultation with the Recreation and Park Department that the initial plans for construction of the overpass were referred to the Commission and were disapproved. Subsequent plans for the construction of an overpass have not been presented to the Commission for approval.

You are advised accordingly.

Very truly yours,

  
THOMAS M. O'CONNOR  
City Attorney

*Pending  
City Atty*

December 26, 1968

Honorable Thomas M. O'Connor  
Room 206, City Hall  
San Francisco, California 94102

Dear Mr. O'Connor:

At Monday's meeting of the Board of Supervisors, President John A. Ertola called the Board's attention to the fact that footings of the proposed pedestrian bridge across Kearny Street in connection with the proposed Chinese Cultural and Trade Center are to be placed under the playground area of the Square.

Pursuant to direction of Supervisor Ertola, you are hereby requested to advise whether or not the Board may legally permit the footings of the proposed pedestrian bridge extending across Kearny Street from the Chinese Cultural and Trade Center to Portsmouth Square to encroach upon the playground area of the Square.

Yours very truly,

ROBERT J. DOLAN  
Clerk of the Board

PPE:gal

bcc: Supervisor Ertola

Reading  
Pending ✓

*S+T, unnumbered*

CITY AND COUNTY OF SAN FRANCISCO

KEARNY ST.

S+T

MR

OFFICE OF  
CONTROLLER

January 15, 1969

Mr. S. Myron Tatarian  
Director of Public Works  
City and County of San Francisco

Subject: Proposed agreement and insurance  
requirements in connection with  
Encroachment Agreement.  
Justice Investors  
Kearny Street.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
1969 JAN 17 PM 4:46

Dear Mr. Tatarian:

We have reviewed your department's referral  
of the insurance provisions contained in a draft of  
an agreement which would be executed should the Board  
of Supervisors grant the subject applicant's request.

It is recommended that single limit coverage  
in the amount of \$1,000,000.00 be provided. There are  
no recommended changes in the draft as submitted.

Yours very truly,

*Nathan B. Cooper*  
NATHAN B. COOPER  
CONTROLLER

cc: Board of Supervisors  
Board and Transportation Committee

NBC:JPC:jc

December 26, 1968

*S + T to hold*

Honorable Thomas M. O'Connor  
Room 206, City Hall  
San Francisco, California 94102

Dear Mr. O'Connor:

At Monday's meeting of the Board of Supervisors, President John A. Ertola called the Board's attention to the fact that footings of the proposed pedestrian bridge across Kearny Street in connection with the proposed Chinese Cultural and Trade Center are to be placed under the playground area of the Square.

Pursuant to direction of Supervisor Ertola, you are hereby requested to advise whether or not the Board may legally permit the footings of the proposed pedestrian bridge extending across Kearny Street from the Chinese Cultural and Trade Center to Portsmouth Square to encroach upon the playground area of the Square.

Yours very truly,

ROBERT J. DOLAN  
Clerk of the Board

PPE:gal

bcc: Supervisor Ertola

Reading  
Pending



Give to S. J. W.  
to hold.

Helen  
We have no  
request for permit.  
Shall we make  
new desk #  
on 75-68 with  
this material?



# DEPARTMENT OF CITY PLANNING

100 LARKIN STREET • CIVIC CENTER • SAN FRANCISCO • 94102

November 22, 1968

B68.77 - Pedestrian bridge across Kearny Street from Chinese Cultural and Trade Center to Portsmouth Square

Mr. M. Justin Herman, Executive Director  
San Francisco Redevelopment Agency  
525 Golden Gate Avenue  
San Francisco, California

Dear Mr. Herman:

Pursuant to Section 116.1 of the Charter, the subject referral from you was considered by the City Planning Commission at a regular meeting on November 21, 1968. The following report is submitted:

The proposed pedestrian bridge across Kearny Street from the Chinese Cultural and Trade Center to Portsmouth Square is, in principle, in conformity with the Master Plan subject to these provisions:

1. The bridge piers shall be located away from the curbs of the sidewalks on Kearny Street.
2. The minimum vertical clearance between the bridge structure and the Kearny Street roadway shall be 15 feet.
3. Compensatory play space equal in area to that overcrossed by the bridge shall be provided by the developer elsewhere in Portsmouth Square, preferably to the south of and adjacent to the existing play space and to the satisfaction of the Recreation and Park Commission.
4. The developer shall provide adequate night lighting on the bridge and on the play area under the bridge.
5. The developer shall provide permanent benches on the bridge.
6. Final plans shall be subject to review and approval by the Department of City Planning.

Very truly yours,

*Edward I. Murphy*

Edward I. Murphy  
Assistant Director of Planning

for Allan B. Jacobs  
Director of Planning

cc: Mayor Alioto  
Mr. Dolan  
Mr. McDevitt  
Mr. Tatarian (2)  
Mr. Cooper (2)

1968 NOV 25 AM 9:27

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

RECORD OF COMMITTEE NOTICES

COMMITTEE: \_\_\_\_\_

FILE NO. 198-70

MEETING PLACE: \_\_\_\_\_

SUBJECT: Kearny St. betw Washington and Merchant Sts.  
Pedestrian Bridge to Chinese Cultural Center - Revocable  
encroachment

DATE AND HOUR OF MEETING:  
Thursday, April 23, 1970 2 p.m.

DATE NOTICES MAILED:  
April 16, 1970

\_\_\_\_\_  
\_\_\_\_\_

=====

NOTICES MAILED TO

<u>Name</u>	<u>Address</u>
<u>General List and</u>	
<u>Melvin Ury, Business Development</u>	<u>P.O. Box 646 S.F. 94101</u>
<u>Redevelopment Agency</u>	
<u>Martin Snipper, Exec. Director</u>	<u>165 Grove St. 94102</u>
<u>Art Commission</u>	
<u>Justice Investors</u>	<u>2412 Russ Bldg. 94104</u>
<u>EOC - Economic Development Agency of</u>	
<u>Chinatown North Beach of S. F. Inc.</u>	<u>1074 Stockton St. 94108</u>
<u>A. Muschi, Pres., No. Beach Merchants &amp; Boosters Inc.</u>	<u>548 Columbus Ave. 94111</u>
<u>Dr. Frank Hinman, Jr., President</u>	
<u>Russian Hill Improvement Assn.</u>	<u>1015 Francisco St. 94108</u>
<u>Miss Alice Barkley</u>	<u>1515 Pacific Ave. 94109</u>
<u>Chinese-American Institute of Engineers</u>	<u>146 Waverly Place 94108</u>
<u>Richard A. Wilson, Pres., Planning &amp;</u>	
<u>Conservation League</u>	<u>127 Montgomery St. 94104</u>
<u>Lansing Kwok, President, Chinese Chamber of Commerce</u>	<u>730 Sacramento St. 94108</u>
<u>J. K. Choy, President</u>	
<u>S. F. Greater Chinatown Community Service Assoc.</u>	<u>1040 Grant Ave. 94108</u>

AND SPECIAL LISTS FROM DPW and REAL ESTATE DEPT attached.

4/14/70

KEARNY STREET BRIDGE  
CHINESE CULTURAL CENTER

OWNERS TO BE NOTIFIED OF STREETS & TRANSPORTATION  
COMMITTEE HEARING

NAME

1. JUSTICE INVESTORS 2412 RUSS BLDG.  
S.F. CALIF. 94109
2. YEE YING BENEVOLENT ASSOC. 35 SPOFFORD ALLEY  
S.F. CALIF. 94108
3. EDWARD FERRARI  
c/o MADISON & BURKE 80 POST STREET  
S.F. CALIF. 94109
4. RECREATION & PARK DEPT. *Ken Lutz* MCLAREN LODGE  
GOLDEN GATE PARK  
S.F.
5. REAL ESTATE DEPT. 450 McALLISTER ST.  
ATTN. MR. WALLACE WORTMAN *Ken Lutz* S.F. CALIF. 94102  
DIRECTOR OF PROPERTY

WASHINGTON

ST.

DRENHAM PLACE

BLOCK 209

PROPOSED BRIDGE

PORTSMOUTH SQUARE

21

JUSTICE INVESTORS:  
(CHINESE CULTURAL & TRADE CENTER)

2412 Russ Bldg.

200  
N

BLOCK

MERCHANT ST

KEARNY ST.

M.A. 35 Spofford  
Alley

YEE YING BENEVOLENT ASSN.	12	13
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EDW. FERRARI GEO. FERRARI ANGELINA F. GIANNINI EMELIA F. STAGNARO	11	
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% Madson & Burke  
80 Post St.  
S.F.

712 Kearny  
700 Kearny

CLAY

STREET



- 1) J. K. Choy, President  
Chinese Culture Foundation  
1044 Grant Avenue  
San Francisco, Ca. 94133  
GA1-5423
- 2) Quailand Tom  
Greater Chinatown Community Services Association  
c/o San Francisco Savings and Loan  
85 Post Street  
San Francisco, Ca. 94104  
982-8100
- 3) Mr. Gordon J. Lau  
Concerned Citizens for Action and Change  
c/o Chinese Culture Foundation of S. F.  
1044 Grant Avenue  
San Francisco, Ca. 94133  
GA 1-5423
- 4) Dennis Wong, President  
Chinese 6 Cos.  
843 Stockton  
San Francisco, Ca. 94108
- 5) Kailey Wong  
Chinatown North Beach Youth Council
- 6) Lansing Kwok, President  
Chinese Chamber of Commerce  
730 Sacramento  
San Francisco, Ca. 94108
- 7) Howard Seeto  
1445 Hyde Street  
San Francisco, Ca. 94109  
474-2911

*Dep*