

1 [Occupation of California Street & Montgomery Street during the renovation of the Omni Hotel
2 at 500 California Street (Assessor Block 240, Lot 003).]

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4 **Resolution granting revocable permission to Webcor Builders for a one (1) year**
5 **extension to temporarily close and occupy a portion of the sidewalk and parking lane**
6 **on the north side of California Street, west side of Montgomery Street and the**
7 **northwest corner of the California – Montgomery Street intersection during the**
8 **renovation of the Omni Hotel at 500 California Street (Block 240, Lot 003).**

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10 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission
11 revocable at the will of the Board of Supervisors, is requested by Webcor Builders to
12 temporarily close and occupy a portion of the sidewalk and parking lane on the north side of
13 California Street, from Montgomery Street to 137 feet westerly; and a portion of the sidewalk
14 and parking lane on Montgomery Street, from California Street to 137 feet northerly; and the
15 northwest corner of the California – Montgomery Street intersection during construction
16 operations at the aforementioned location; and

17 WHEREAS, The Permittee shall provide flagpersons as necessary and shall place and
18 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide
19 “TOW-AWAY – NO STOPPING ANYTIME” signs on California and Montgomery Streets; and
20 shall provide all other necessary requirements; i.e., additional signs, equipment, etc. to control
21 pedestrian and vehicular traffic, all to the requirements of the Department of Public Works and
22 the Department of Parking and Traffic; and,

23 WHEREAS, The permission for said occupancy is granted for one (1) year, starting on
24 June 14, 2000 and shall expire no later than June 14, 2001 and,

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

5 WHEREAS, The permittee agrees on its behalf and that of any successor or assign to
6 hold harmless, defend, and indemnify the City and County of San Francisco, including,
7 without limitation, each of its commissions, departments, officers, agents, and employees
8 (hereafter collectively referred to as the "City") from and against any and all losses, liabilities,
9 expenses, claims, demands, injuries, damages, fines, penalties, costs or judgements
10 including without limitation, attorneys' fees and costs (collectively, "claims") of any kind
11 allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, the
12 Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged
13 in the performance of the work authorized by this Permit, or while in or about the property
14 subject to this Permit for any reason connected in any way whatsoever with the performance
15 of the work authorized by this Permit or allegedly resulting directly or indirectly from the
16 maintenance or installation of any equipment, facilities or structures authorized under this
17 Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or
18 employee of either of them, while engaged in the performance of the works authorized by this
19 Permit, or while in or about the property, for any reason connected with the performance of
20 the work authorized by this Permit, or arising from liens or claims for services rendered or
21 labor or materials furnished in or for the performance of the work authorized by this Permit,
22 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any
23 way allegedly connected with the work authorized by this Permit from any cause or claims
24 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of
25 any hazardous material caused or allowed by Permittee in, under, on, or about the property

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1 subject to this Permit or into the environment. As used herein, "hazardous material" means
2 any substance, waste or material which, because of its, quantity, concentration of physical or
3 chemical characteristic is deemed by an federal, state or local governmental authority to pose
4 a present or potential hazard to human health or safety or to the environment; and,

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

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

22 WHEREAS, No structure shall be erected or constructed on said sidewalk except as
23 specifically permitted herein; and,

24 WHEREAS, The Permittee shall pay a non-refundable fee of \$109,600 for the one-year
25 duration of said occupancy; and,

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

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

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

12 RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8,
13 permission revocable at the will of the Board of Supervisors, is requested by Webcor Builders
14 to temporarily close and occupy a portion of the sidewalk and parking lane on the north side of
15 California Street, from Montgomery Street to 137 feet westerly; and a portion of the sidewalk
16 and parking lane on Montgomery Street, from California Street to 137 feet northerly; and the
17 northwest corner of the California – Montgomery Street intersection during construction
18 operations at the aforementioned location.

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RECOMMENDED:

APPROVED:

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

Edwin M. Lee
Director of Public Works