

1 [Occupancy of the south side of Howard Street during construction operations at 405 Howard  
2 Street (Assessor's Block 3737, Lot 1).]

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4 **Resolution granting revocable permission to Webcor Builders to temporarily close and**  
5 **occupy a portion of the sidewalk and parking lane on the southerly side of Howard**  
6 **Street, between 1<sup>st</sup> and Fremont Streets, during construction operations at 405 Howard**  
7 **Street (Assessor's Block 3737, Lot 1).**

8  
9 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission  
10 was requested by Webcor Builders to temporarily close and occupy a portion of the sidewalk  
11 and parking lane on the southerly side of Howard Street, between 1<sup>st</sup> and Fremont Streets;  
12 and,

13  
14 WHEREAS, The Permittee shall maintain a minimum 4-foot clear path of travel at the  
15 easternmost 115 feet of the subject site to accommodate car pool drop-offs Monday through  
16 Friday from 6:00 AM to 10:00 AM; and,

17  
18 WHEREAS, The Permittee shall arrange with the San Francisco Police Department  
19 (SFPD) to provide and post an SFPD Officer Monday through Friday from 6:00 AM to 10:00  
20 AM to monitor and control car pool drop-off activity at the easternmost 115 feet of the subject  
21 site; and,

22  
23 WHEREAS, The permission for said occupancy is granted for one (1) year, retroactive  
24 to November 6, 2000 and shall expire no later than November 6, 2001; and,

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1           WHEREAS, The Permittee shall provide flagpersons as necessary; shall place and  
2 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide  
3 and post signs as follows: "SIDEWALK CLOSED/USE OTHER SIDE" on Howard at Fremont  
4 Street, "SIDEWALK CLOSED" on Howard Street, 115' westerly of Fremont Street, and  
5 "SIDEWALK CLOSED/USE OTHER SIDE" on Howard at 1<sup>st</sup> Street, and shall provide all other  
6 necessary requirements; i.e. additional signs, equipment, etc. to control pedestrian and  
7 vehicular traffic, all to the requirements of the department of Public Works (DPW) and the  
8 Department of Parking & Traffic (DPT); and,  
9

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

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

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1 maintenance or installation of any equipment, facilities or structures authorized under this  
2 Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or  
3 employee of either of them, while engaged in the performance of the work authorized by this  
4 Permit, or while in or about the property, for any reason connected with the performance of  
5 the work authorized by this Permit, or arising from liens or claims for services rendered or  
6 labor or materials furnished in or for the performance of the work authorized by this Permit,  
7 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any  
8 way allegedly connected with the work authorized by this Permit from any cause or claims  
9 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of  
10 any hazardous material caused or allowed by Permittee in, under, on, or about the property  
11 subject to this Permit or into the environment. As used herein, "hazardous material" means  
12 any substance, waste or material which, because of its quantity, concentration of physical or  
13 chemical characteristic is deemed by any federal, state or local governmental authority to  
14 pose a present or potential hazard to human health or safety or to the environment; and,

15  
16 WHEREAS, The Permittee must hold harmless, indemnify and defend the City  
17 regardless of the alleged negligence of the City or any other party, except on for claims  
18 resulting directly from the sole negligence or willful misconduct of the City. The Permittee  
19 specifically acknowledges and agrees that it has an immediate and independent obligation to  
20 defend the City from any claims which actually or potentially falls within this indemnify  
21 provision, even if the allegations are or may be groundless, false or fraudulent, which  
22 obligation arises at the time such claim is tendered to Permittee by the City and continues all  
23 times thereafter. Permittee agrees that the indemnification obligations assumed under this  
24 Permit shall survive expiration of the Permit or completion of work; and,

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

9

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

12

13           WHEREAS, The Permittee shall pay a non-refundable fee of \$66,000 for the one-year  
14 duration of said occupancy; and,

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

20

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

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25

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

5  
6           RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8,  
7 permission revocable at the will of the Board of Supervisors, is hereby granted to Webcor  
8 Builders to temporarily close and occupy a portion of the sidewalk and parking lane on the  
9 southerly side of Howard Street, between 1<sup>st</sup> and Fremont Streets, except for a minimum 4'  
10 clear pedestrian path of travel at the easternmost 115 feet of the subject site, during  
11 construction operations at the aforementioned location.

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13 RECOMMENDED:  
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15 \_\_\_\_\_  
16 Harlan L. Kelly, Jr.  
17 Deputy Director for Engineering  
18 and City Engineer

APPROVED:  
  
\_\_\_\_\_  
Edwin M. Lee  
Director of Public Works