

1 [Occupancy of the north side of Brannan Street during construction operations at 530-542
2 Brannan Street (Assessor's Block 3777, Lot 038).]

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4 **Resolution granting revocable permission to UMB Corporation to temporarily close and**
5 **occupy a portion of the sidewalk and roadway areas on the northerly side of Brannan**
6 **Street, westerly of 4th Street, during construction operations at 530-542 Brannan Street**
7 **(Assessor's Block 3777, Lot 038).**

8
9 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission
10 was requested by UMB Corporation to temporarily close and occupy a portion of the sidewalk
11 and roadway areas on the northerly side of Brannan Street, westerly of 4th Street; and,

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13 WHEREAS, The Permittee shall provide a 5 ft. wide walkway for pedestrian access at
14 all times; and,

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16 WHEREAS, The Permittee shall provide and maintain a minimum 12 ft. clear lane for
17 traffic and emergency vehicles at all times; and,

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19 WHEREAS, The Permittee shall open the second westbound lane whenever there is
20 no construction activity in it; and,

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22 WHEREAS, Said permission to occupy the subject portion of Brannan Street is granted
23 for one (1) year from date of occupancy starting on January 01, 2002; and,

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1 WHEREAS, The Permittee shall provide a flag person at the easterly end of the subject
2 site at all times during active work hours to assist pedestrians crossing Brannan Street; shall
3 place and maintain reflectors and/or flasher lights at each end of construction barricades; shall
4 provide and post "ROAD CONSTRUCTION AHEAD" and "RIGHT LANE CLOSED AHEAD"
5 signs at both ends of the block and at both ends of the subject construction site on Brannan
6 Street, and shall provide all other necessary requirements; i.e. additional signs, equipment,
7 etc. to control pedestrian and vehicular traffic, all to the requirements of the department of
8 Public Works (DPW) and the Department of Parking & Traffic (DPT); and,
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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,
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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,

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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,

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

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13 WHEREAS, The Permittee shall pay a non-refundable fee of \$16,500 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,

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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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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 UMB
8 Corporation to temporarily close and occupy a portion of the sidewalk and roadway areas on
9 the northerly side of Brannan Street, westerly of 4th Street, during construction operations at
10 the aforementioned location.

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12 RECOMMENDED:

APPROVED:

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Harlan L. Kelly, Jr.

Edwin M. Lee

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Deputy Director for Engineering

Director of Public Works

17

and City Engineer

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