

FILE NO. 001246

RESOLUTION NO. 836-00

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GRANTING REVOCABLE PERMISSION TO WEBCOR BUILDERS TO TEMPORARILY CLOSE AND OCCUPY THE SIDEWALK AND PARKING LANE ON THE NORTH SIDE OF CALIFORNIA STREET, THE ~~EAST~~ ^{WEST} SIDE OF MONTGOMERY STREET AND AT THE ~~NORTHEAST~~ ^{NORTHWEST} CORNER OF CALIFORNIA AND MONTGOMERY STREETS, DURING RENOVATION OF THE OMNI HOTEL AT 500 CALIFORNIA STREET (BLOCK 240, LOT 3).

RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, permission revocable at the will of the Board of Supervisors, is hereby granted to the Webcor Builders to temporarily close and occupy the sidewalk and parking lane on the north side of California Street, the ~~east~~ ^{west} side of Montgomery Street and at the ~~northeast~~ ^{northwest} corner of California and Montgomery Streets, during renovation of the Omni Hotel at 500 California Street.

PROVIDED, That The Permittee shall provide flagpersons as necessary and shall place and maintain reflectors and/or flasher lights at each end of construction barricades; shall provide "SIDEWALK CLOSED, USE OTHER SIDE OF STREET" and "TOW-AWAY-NO STOPPING ANYTIME" signs; and shall provide all other necessary requirements; i.e., additional signs, equipment, etc. to control pedestrian and vehicular traffic, all to the requirements of the Department of Public Works and the Department of Parking and Traffic;

FURTHER PROVIDED, That permission for said of occupancy is granted for one year from the date of occupancy, retroactive to June 14, 2000, and shall expire no later than June 14, 2001.

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

FURTHER PROVIDED, That the Permittee agrees on its behalf and that of any

1 successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco,
2 including, without limitation, each of its commissions, departments, officers, agents and employees
3 (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities,
4 expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including, without
5 limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or
6 indirectly from (i) any act by, omission by, or negligence of, the Permittee or its subcontractors, or the
7 officers, agents, or employees of either, while engaged in the performance of the work authorized by
8 this Permit, or while in or about the property subject to this Permit for any reason connected in any
9 way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting
10 directly or indirectly from the maintenance or installation of any equipment, facilities or structures
11 authorized under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any
12 officer, agent, or employee of either of them, while engaged in the performance of the work authorized
13 by this Permit, or while in or about the property, for any reason connected with the performance of the
14 work authorized by this Permit, or arising from liens or claims for services rendered or labor or
15 materials furnished in or for the performance of the work authorized by this Permit, (iii) injuries or
16 damages to real or personal property, goodwill, and persons in, upon or in any way allegedly
17 connected with the work authorized by this Permit from any cause or claims arising at any time, and
18 (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or
19 allowed by Permittee in, under, on, or about the property subject to this Permit or into the
20 environment. As used herein, "hazardous material" means any substance, waste or material which,
21 because of its, quantity, concentration of physical or chemical characteristics is deemed by any federal,
22 state or local governmental authority to pose a present or potential hazard to human health or safety or
23 to the environment.
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1 FURTHER PROVIDED, That the Permittee must hold harmless, indemnify and defend the
2 City regardless of the alleged negligence of the City or any other party, except only for claims
3 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
4 specifically acknowledges and agrees that it has an immediate and independent obligation to defend
5 the City from any claim which actually or potentially falls within this indemnity provision, even if the
6 allegations are or may be groundless, false or fraudulent, which obligation arises at the time such
7 claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that
8 the indemnification obligations assumed under this Permit shall survive expiration of the Permit or
9 completion of work.

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

18 FURTHER PROVIDED, That no structure shall be erected or constructed within said
19 sidewalk or parking lane except as specifically permitted herein;

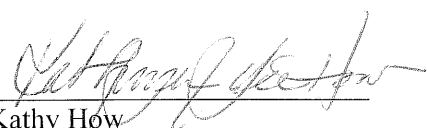
20 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$107,200 for
21 the one-year duration of said occupancy;

22 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction
23 operations or upon determination by the Director of Public Works that said street occupancy is no
24 longer required, restore the street areas to the satisfaction of the Department of Public Works and
25 reopen the areas to public use;

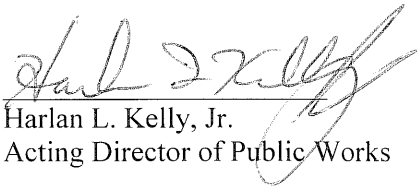
1 FURTHER PROVIDED, That this permission shall expire upon completion of said
2 construction operations or upon determination by the Director of Public Works that said street
3 occupancy is no longer required.

4 FURTHER PROVIDED, That the Permittee shall procure the necessary permits from the
5 Central Permit Bureau and/or the Bureau of Street-Use and Mapping, Department of Public Works
6 and pay the necessary permit and inspection fees prior to occupying said area.

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9 RECOMMENDED:

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11 Kathy How
12 Acting Deputy Director for Engineering
13 and City Engineer

APPROVED:

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15 Harlan L. Kelly, Jr.
16 Acting Director of Public Works



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails

Resolution

File Number: 001246

Date Passed:

Resolution granting revocable permission to Webcor Builders to temporarily close and occupy the sidewalk and parking lane on the north side of California Street, the west side of Montgomery Street and at the northwest corner of California and Montgomery Streets, during renovation of the Omni Hotel at 500 California Street (Block 240, Lot 3).

October 2, 2000 Board of Supervisors — ADOPTED

Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

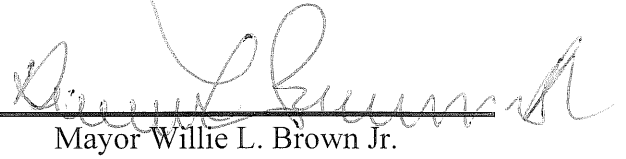
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I hereby certify that the foregoing Resolution was ADOPTED on October 2, 2000 by the Board of Supervisors of the City and County of San Francisco.


Gloria L. Young
Clerk of the Board

OCT 13 2000

Date Approved


Mayor Willie L. Brown Jr.