



**London N. Breed, Mayor**  
**Mohammed Nuru, Director**



**Jerry Sanguinetti, Bureau Manager**

**Public Works Order No: 188136**

REVOCABLE PERMISSION IS GRANTED TO HAYES BYPASS TRUST TO OCCUPY A PORTION OF THE PUBLIC WORKS PRIVATE PARCEL (AB 6744, L 032) ALONG THE NORTH WEST CORNER OF BOSWORTH ST AND BROMPTON AVENUE FOR PARKING PURPOSES.

In response to a Request from the applicant, Hayes Bypass Trust, revocable permission at the will of the Director of Public Works is granted to temporarily occupy portions of Public Works parcel AB 6744, Lot 032 for parking purposes.

In consideration of this Order being issued herein, the Applicant 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 Order and to comply with all applicable laws, ordinances and regulations.

The Applicant agrees on its behalf and that of any successor or assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or judgments including without limitation, attorneys' fees and costs (collectively "claims") of any kind allegedly arising directly or indirectly from (I) any act by, omission by or negligence of, Applicant or its subcontractors, or the officers, agents, or employees of either while engaged in the performance of the work authorized by this Order, or while in or about the property subject to this Order for any reason connected in any way whatsoever with the elements authorized by this Order, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities, or structures authorized under this Order, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work authorized by this Order, or while in or about the property, for any reason connected with the performance of the work authorized by this Order, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Order, (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any way allegedly connected with the work authorized by this Order from any cause or claims arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Applicant in, under, on or about the property subject to this Order or into the environment. As used herein, "hazardous material" means any substance, waste or material which, because of its quantity, concentration of physical or chemical characteristics is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety to the environment.

The Applicant must hold harmless, indemnify and defend the City regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole



negligence or willful misconduct of the City. The Applicant specifically acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Applicant by the City and continues at all times thereafter. The Applicant agrees that the indemnification obligations assumed under this Order shall survive expiration of the Order or completion of work.

The Applicant shall obtain and maintain through the terms of this Order general liability for a minimum of one million dollars naming the City and County of San Francisco, Its Officers, Employees and Agents as additional insured, automobile liability or workers' compensation insurance as the City deems necessary to protect the City against claims for damages for personal injury, accidental death and property damage allegedly arising from any work done under this Order. Such insurance shall in no way limit Applicant's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the City, evidencing all coverages above shall be furnished to the City before commencing any operations under this Order, with complete copies of policies furnished promptly upon City request.

8/16/2018

X 

---

Sanguinetti, Jerry  
Bureau Manager  
Signed by: Sanguinetti, Jerry

8/17/2018

X 

---

Thomas, John  
Deputy Director and City Engineer  
Signed by: Rivera, Patrick

8/17/2018

X 

---

Nuru, Mohammed  
Director, DPW  
Signed by: Thomas, John

