



16TOC-5986

Temporary Occupancy Permit

Address : 4419 BALBOA ST

Cost: \$202.50

Block:1599 **Lot:** 001 **Zip:** 94121

Pursuant to Sections 724, 724.1, 724.2, and 724.3, of the Public Works Code, permission revocable at the will of the Director of Public Works to occupy a portion of the public right-of-way is granted to Permittee.

Permittee

Name: Sonic Telecom, LLC

MANDATORY COORDINATION WITH CONFLICTING PERMITS IS REQUIRED. PERMIT HOLDER SHALL NOT COMMENCE WORK WITHOUT FIRST PROPERLY COORDINATING WITH EXISTING PERMIT HOLDERS AS NOTED ON THE EXCEPTION PAGE(S) OF THIS PERMIT. IF THIS PERMIT CONFLICTS WITH A CITY PROJECT OR OTHER APPROVED PERMIT, THE PERMIT HOLDER OF THIS PERMIT SHALL BE RESPONSIBLE FOR THE PROPER COORDINATION AND EVALUATION OF THE SITE PRIOR TO COMMENCING WORK.

Conditions

Event/Operation: Fiber Optic Cable on utility poles

Permit Linear Footage 300

Elements of Occupancy boom truck

From: 9/20/2016 7:00AM

Start Time 7:00AM

To: 9/21/2016 5:00PM

End Time 5:00PM

Need to call for Inspection

Need to post tow-away sign To activate and register this permit for towing, call (415) 554-5824 a minimum of 72 hours prior to occupancy. To tow a vehicle call the Tow Desk at (415) 553-1200.

Special Traffic permit required N

Food: N

Other:

Performing Arts: N

Street Space Hours 7:00AM Thru 5:00PM

Meter Segment(s)

Night Noise

The undersigned Permittee hereby agrees to comply with all requirements and conditions noted on this permit

Insurance Expiration Date : 11/15/2016

Approved Date : 09/16/2016

Applicant/Permittee

Date

REVOCABLE PERMIT IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS

1. The permittee shall pay a permit fee to defray the costs to the City for issuance of this permit and for occupancy of the location(s) permitted herein.
2. The permittee shall abide by all guidelines and conditions set forth in DPW Order No. 165,716, (Establishing Guidelines for Temporary Occupancy of Public Right-of-Ways).
3. The permittee shall be responsible for any damage to any facilities of the City, including but not limited to, the Department of Public Works, the San Francisco Water Department, and public utility companies due to this occupancy.
4. The permittee shall be responsible for obtaining any other required permits and abiding by all rules and regulations of agencies of the City and County of San Francisco, including but not limited to, the Department of Parking and Traffic, the San Francisco Police Department, the Department of Public Health and the Department of City Planning.
5. All elements of the above mentioned/permitted occupancy shall be installed to conform to the applicable provisions, rules, regulations and guidelines of San Francisco Building Code (SFBC), The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Accessibility Guidelines (ADAAG), including but not limited to providing and maintaining a minimum 4' clearance between the occupancy permitted herein and any existing street furniture (utility poles, parking meters, mail boxes, etc.).
6. In consideration of this Permit being issued for the work described in the application, 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.
7. Permittee 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, Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in the performance of the work authorized by this Permit, or while in or about the property subject to this Permit for any reason connected in any way whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or installation of any equipment, facilities or structures authorized under this Permit, (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 Permit, or while in or about the property, for any reason connected with the performance of the work authorized by this Permit, 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 Permit, (iii) injuries or damages to real or personal property, good will, and persons in, upon or in any way allegedly connected with the work authorized by this Permit 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 Permittee in, under, on or about the property subject to this Permit 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 or to the environment.
8. Permittee 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. Permittee 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 Permittee by the City and continues at all times thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall survive expiration of the Permit or completion of work.
9. Permittee shall obtain and maintain through the terms of this Permit general liability, 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 Permit. Such insurance shall in no way limit Permittee'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 Permit, with complete copies of policies furnished promptly upon City request.
10. The permittee and any permitted successor or assign recognize and understand that this permit may create a possessory interest.

****(TOW-AWAY AND NO STOPPING SIGNS)**

1. Tow-Away Signs are installed by the permittee:
2. The permittee shall post signs 72 hours in advance of the occupancy authorized in the permit and remove such signs upon termination of the permit. A permittee must maintain signs during the entire term of occupancy and during the hours specified in the permit. If any information required on a sign must be modified, the permittee shall contact Public Works to determine if a modification can be done rather than change the information on the existing sign. If signs are removed, modified, or altered in any way, it shall be the permittee's responsibility to install new signs containing the required information.

**** "No Parking" construction signs may be provided by Public Works at \$4/sign. If elected, this cost will be added to your permit.**

Permit Addresses

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*RW = RockWheel, SMC = Surface Mounted Cabinets, S/W = Sidewalk Work, DB = Directional Boring,
BP= Reinforced Concrete Bus Pad, UB = Reinforced Concrete for Utility Pull Boxes and Curb Ramps
Green background: Staging Only

Number of blocks: 1 Total repair size:0 sqft Total Streetspace:300 Total Sidewalk: sqft

ID	Street Name	From St	To St	Sides	*Other	Asphalt	Concrete	Street Space Feet	Sidewalk Feet
1	45TH AVE	BALBOA ST	CABRILLO ST	West	RW : False SMC : False S/W Only : False DB: False BP: False UB: False	0	0	300	
	Total					0	0	300	

Exceptions - Coordination

It is mandatory that you coordinate your permit with the following jobs listed. You will be required to call each contact listed and create a note including the date contact was made, agreed coordination, name of contact, or date message(s) left if unable to reach a contact.

Street Use Conflicts:

Job #	Activity	Contact	
	- Under G095 requirement, Contractor shall contact Muni Overhead Line Division of any work 10 feet in horizontal or vertical direction of overhead lines. Contact: Clifford Smethurst @ Clifford.Smethurst@sfmta.com, (415) 554-9220.		<input type="checkbox"/>
Your Notes:			
Streets:	45TH AVE / BALBOA ST - CABRILLO ST -		

Permit Conflicts:

permit	Dates	Agency	Contact	
Your Notes:				
Streets:				

Exceptions

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Street Name	From St	To St	Message	Job	Contact	Dates
45TH AVE						
	BALBOA ST	CABRILLO ST -	Banners are allowed on this street			
	BALBOA ST	CABRILLO ST -	Conflict with existing Street Use Permit.	13ECN-1535	800-743-5000 - 800-743-5000	Dec 11 2013-

No Diagram submitted

