



San Francisco Public Works
General – Director’s Office
City Hall, Room 348
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102
(415) 554-6920 www.SFPublicWorks.org

Public Works Order No: 203152

ESTABLISHING CURBSIDE PICK-UP GUIDELINES FOR NON-ESSENTIAL RETAIL AND RETAIL-RELATED BUSINESSES WITHIN THE PUBLIC RIGHT-OF-WAY IN RESPONSE TO SAN FRANCISCO HEALTH OFFICER ORDER C19-07c

- I. **PURPOSE:** To establish guidelines for non-essential retail businesses to offer curbside pick-up on public sidewalks in response to expected changes to the Stay-Safe-At-Home Order (San Francisco Health Officer Order C19-07c) and related guidance.

- II. **GUIDELINES FOR OCCUPATION OF THE SIDEWALK:**
 - a. Businesses may offer curbside pick-up on public sidewalks directly fronting their business and any tables/fixtures utilized for curbside pick-up must be placed immediately fronting the store façade. Businesses cannot exceed the width boundaries associated with their building façade.

 - b. Businesses’ curbside activities must abide by the following placement guidelines:
 - i. Businesses must maintain a 6-foot pedestrian path of travel to remain clear of obstructions at all times. Curbside pick-up operations shall not intrude on pedestrian corner clear zones, nor interfere with curb ramps or driveways.
 - At no time can curbside activities obstruct emergency facilities (including, but not limited to: fire hydrants, red zones, alarms, fire escapes, etc.)
 - Businesses must comply with all existing color curb restrictions as approved by SFMTA, and shall not offer curbside pick-up services adjacent to red or blue zones.
 - The 6-foot pedestrian path of travel accounts for the mandatory 6-foot social distancing as stipulated in the Public Health Order

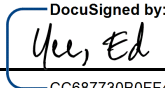
 - ii. Businesses’ curbside activities may occupy no more than 50% of the width of the public sidewalk (measuring from face of building to curb) and shall not exceed a total width of more than 6 feet.
 - *Example: For a 10-foot sidewalk, allow a 6-foot path of travel with a 4-foot maximum for furniture placement for curbside pick-up.*
 - *Example: For a 25-foot sidewalk, allow a 6-foot path of travel with a 6-foot maximum for furniture placement for curbside pick-up.*

- *If there is no 6-foot clear path of travel on the sidewalk, we recommend businesses to utilize parking spaces in the street to allow for curbside pick-up.*
- iii. No permanent fixtures may be placed within the public right-of-way. Any furniture must be removed from the public right-of-way at close of business.
- At no time may fixtures be bolted or affixed in any way to the sidewalk or any structure (including but not limited to: buildings, fire hydrants, street trees, streetlight or traffic poles, etc.)
- c. No alterations may be made to the public sidewalk, including stickers or spray paint, other than social distancing markings. Any markings must be in accordance with Public Works regulations.
- d. Businesses must maintain the quiet, safety, and cleanliness of the curbside pick-up location and its adjacent area, in accordance with standards set forth in the [Public Works Good Neighbor Policy](#).

III. Hold Harmless Clause:

- a. In consideration of offering curbside pick-up, the business operator promises and agrees to comply with all applicable regulations.
- b. The business operator shall agree on its behalf and that of any successor or assignee 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 (collectively referred to as the "City") from and against and all losses, liabilities, expenses, actions, claims, demands, injuries, damages, fines, penalties, suits, costs or judgements 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, Assignee or its subcontractors, or the officers, agents or employees of either, while engaged in the practices authorized by this Order, (ii) any accident, damage, death, or injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the practices authorized by this Order, (iii) any accident, injuries or damages to any person(s) or accident, damage or injury to any real or personal property, good will, in, upon or in any way allegedly connected with the practices authorized by this Order from any cause or claims arising at any time, and potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligations arises at

the time such claim is tendered to business operator by the City and continues at all times thereafter. The business operator agrees that the indemnification obligations assumed under this Order shall survive expiration of the Order or completion of practices authorized by this order. The business operator shall assume all maintenance and liability associated with the items allowed to be placed in the public right-of-way under this Order.

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Yee, Ed
Acting Bureau Manager

X 
Suskind, Suzanne
Acting Deputy Director & City Engineer

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Degrafinried, Alaric
Acting Director