



San Francisco Public Works
General – Director’s Office
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Public Works Order No: 203240

ESTABLISHING GUIDELINES FOR SOCIAL DISTANCING MARKINGS FOR CURBSIDE PICK-UP WITHIN THE PUBLIC RIGHT-OF-WAY IN RESPONSE TO SAN FRANCISCO HEALTH OFFICER ORDER C19-07c

- I. **PURPOSE:** This Order supplements Public Works Order 203,152, dated May 19, 2020, by establishing guidelines for sidewalk markers that retail businesses may use in order for their customers to maintain social distancing, while offering 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 MAKERS ON THE SIDEWALK:**
 - a. A permit is not required to place the social distancing markers on the sidewalk while the Mayor’s Covid-19 emergency declaration is in effect, or until Amendment 15 of said declaration is updated or terminated.

 - b. Markers that Public Works determines are not in compliance with these guidelines shall be removed at the fronting Business expense.

 - c. Markers shall not contain advertisements.

 - d. Markers shall not be affixed on trees, stop signs, or light poles.

 - e. Markings that consist of pedestal signs and stanchions are not permitted under this order. Public Works must be contacted to obtain the appropriate permit for these items.

 - f. Installation of markers:
 - At no time shall the location of the markers cause curbside activities to obstruct emergency facilities, including but not limited to: fire escapes, fire hydrants, red zones, blue zones, yellow zones, or fire alarms.
 - A continuous 6-foot wide pedestrian throughway path of travel along the sidewalk shall remain clear of obstructions at all times. Markers are not allowed within the pedestrian throughway path of travel.
 - Markers shall not block operable doors.
 - The sidewalk queuing area shall be in a state of good repair and maintenance.
 - Markers shall provide visual contrast with adjacent sidewalk.
 - All markers shall be temporary and removable. Anchors, screws, or bolts shall not be used to install markers.
 - Markers shall not cause damage to the sidewalk during installation or removal.

- Markers shall not exceed a height of 1/16 inch (0.0625inch) above sidewalk.
- Markers only shall be placed directly fronting the store façade. Markers shall not exceed the width boundaries associated with the building façade of the particular business.

g. Tape/Decals/Stickers

- Material shall be stable, firm, and slip-resistant in accordance with the 2010 ADA Standards for Accessible Design. For example, anti-slip or non-skid tape would be an acceptable material.
- Material that peels-off the sidewalk, or begins to bunch-up, shall be immediately removed and replaced.
- Glues or adhesive materials shall not remain on the sidewalk when the marker is removed.

h. Paint/sidewalk chalk

- Only temporary water-based chalk or paint may be used.
- Solid washable art chalk may be used.

i. Removal

- When markers are no longer needed, the business is required to remove the markers from the right-of-way, and to restore the sidewalk to City standards.

III. Hold Harmless Clause:

- a. In consideration of the business owner taking advantage of curbside pick-up, the business owner assures the City that it agrees to and will comply with all applicable regulations.
- b. In addition, the business operator agrees 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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