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GRANTING REVOCABLE PERMISSION TO CAHILL CONTRACTORS, INC., AGENTS FOR PRESENTATION SENIOR COMMUNITY HOUSING, TO TEMPORARILY CLOSE AND OCCUPY THE WEST SIDEWALK AND A PORTION OF THE STREET AREA ON TAYLOR STREET AND THE SOUTH SIDEWALK AND A PORTION OF THE STREET AREA ON ELLIS STREET DURING CONSTRUCTION OPERATIONS AT 301 ELLIS STREET.

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 Cahill Contractors, Inc., agents for Presentation Senior Community Housing, to temporarily close and to occupy the west sidewalk, and a portion of the street area on Taylor Street, and the south sidewalk and a portion of the street area on Ellis Street during construction operations at the aforementioned property.

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 is granted for a period of one year from the date of occupancy;

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.

1 FURTHER PROVIDED, That the Permittee agrees on its behalf and that of any successor or
2 assign to hold harmless, defend, and indemnify the City and County of San Francisco, including, without
3 limitation, each of its commissions, departments, officers, agents and employees (hereinafter collectively
4 referred to as the "City") from and against any and all losses, liabilities, expenses, claims, demands,
5 injuries, damages, fines, penalties, costs or judgments including, without limitation, attorneys' fees and
6 costs (collectively, "claims") of any kind allegedly arising directly or indirectly from (i) any act by,
7 omission by, or negligence of, the Permittee or its subcontractors, or the officers, agents, or employees of
8 either, while engaged in the performance of the work authorized by this Permit, or while in or about the
9 property subject to this Permit for any reason connected in any way whatsoever with the performance of
10 the work authorized by this Permit, or allegedly resulting directly or indirectly from the maintenance or
11 installation of any equipment, facilities or structures authorized under this Permit, (ii) any accident or
12 injury to any contractor or subcontractor, or any officer, agent, or employee of either of them, while
13 engaged in the performance of the work authorized by this Permit, or while in or about the property, for
14 any reason connected with the performance of the work authorized by this Permit, or arising from liens or
15 claims for services rendered or labor or materials furnished in or for the performance of the work
16 authorized by this Permit, (iii) injuries or damages to real or personal property, goodwill, and persons in,
17 upon or in any way allegedly connected with the work authorized by this Permit from any cause or claims
18 arising at any time, and (iv) any release or discharge, or threatened release or discharge, of any hazardous
19 material caused or allowed by Permittee in, under, on, or about the property subject to this Permit or into
20 the 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 to
23 the environment.

24 FURTHER PROVIDED, That the Permittee must hold harmless, indemnify and defend the City
25 regardless of the alleged negligence of the City or any other party, except only for claims resulting

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

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

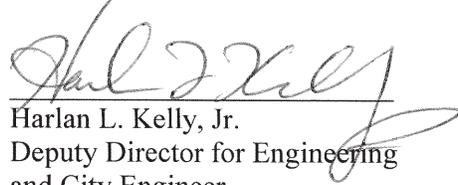
14 FURTHER PROVIDED, That no structure shall be erected or constructed on said street except as
15 specifically permitted herein;

16 FURTHER PROVIDED, That pursuant to Section 724.1 of the Public Works Code, the Director
17 of Public Works shall waive the Additional Permit Fees stipulated in Section 724.8, based on the
18 Permittee's tax-exempt status and development of affordable housing and conditioned upon the Permittee
19 submitting a non-refundable fee of \$2,000 to cover the costs of inspection services by the Department of
20 Public Works during the first year of occupancy;

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

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

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9 Harlan L. Kelly, Jr.
10 Deputy Director for Engineering
and City Engineer

APPROVED:

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12 Mark A. Primeau, AIA
13 Director of Public Works
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City and County of San Francisco

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

Tails

Resolution

File Number: 991072

Date Passed:

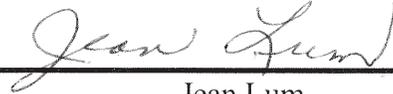
Resolution granting revocable permission to Cahill Contractors, Inc., agents for Presentation Senior Community Housing, to temporarily close and occupy the west sidewalk and a portion of the street area on Taylor Street and south sidewalk and a portion of the street area on Ellis Street during construction operations at 301 Ellis Street.

June 14, 1999 Board of Supervisors — ADOPTED

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

File No. 991072

I hereby certify that the foregoing Resolution was ADOPTED on June 14, 1999 by the Board of Supervisors of the City and County of San Francisco.

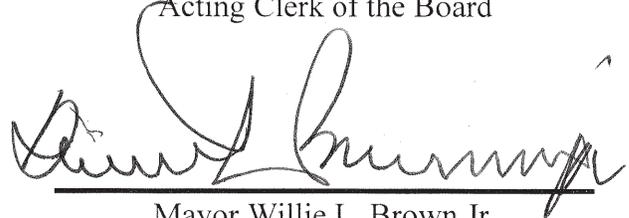


Jean Lum

Acting Clerk of the Board

JUN 25 1999

Date Approved



Mayor Willie L. Brown Jr.

File No. 991072 continued...