

1 GRANTING REVOCABLE PERMISSION TO SWINERTON & WALBERG CONSTRUCTION  
2 COMPANY TO TEMPORARILY CLOSE AND OCCUPY THE NORTH SIDEWALK AND A  
3 PORTION OF THE STREET AREA ON FOLSOM STREET, BETWEEN SPEAR STREET AND THE  
4 EMBARCADERO TO CONDUCT CONSTRUCTION OPERATIONS AT 250 EMBARCADERO  
5 (BLOCK 3741, LOTS 11, 27 AND 28).  
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7 RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, permission  
8 revocable at the will of the Board of Supervisors, is hereby granted to Swinerton & Walberg  
9 Construction Company, to temporarily close and to occupy the north sidewalk and a portion of the  
10 street area on Folsom Street between Spear Street and Embarcadero to conduct construction  
11 operations at 250 Embarcadero.

12 PROVIDED, That The Permittee shall provide flagpersons as necessary and shall place and  
13 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide  
14 "SIDEWALK CLOSED, USE OTHER SIDE OF STREET" and "TOW-AWAY-NO STOPPING  
15 ANYTIME" signs and shall provide all other necessary requirements; i.e., additional signs,  
16 equipment, etc. to control pedestrian and vehicular traffic, all to the requirements of the Department of  
17 Public Works and the Department of Parking and Traffic;

18 FURTHER PROVIDED, That permission is granted for a period of one year, starting  
19 September 8, 1998, and shall expire no later than September 8, 1999.

20 FURTHER PROVIDED, That in consideration of this Permit being issued for the work  
21 described in the application, the Permittee on its behalf and that of any successor or assign, and on  
22 behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with  
23 all applicable laws, ordinances and regulations.  
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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.

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

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

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

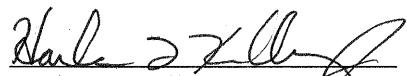
18           FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$55,000 for the  
19 duration of said occupancy;

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

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

APPROVED:

  
Mark A. Primeau, AIA  
Director of Public Works  
and City Architect



# City and County of San Francisco

Veterans Building  
401 Van Ness Avenue, Room 308  
San Francisco, CA 94102-4532

## Tails

## Resolution

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**File Number:** 981552

**Date Passed:**

Resolution granting revocable permission to Swinerton and Walberg Construction Company to temporarily close and occupy the north sidewalk and a portion of the street area on Folsom Street, between Spear Street and the Embarcadero to conduct construction operations at 250 Embarcadero (Block 3741, Lots 11, 27, and 28).

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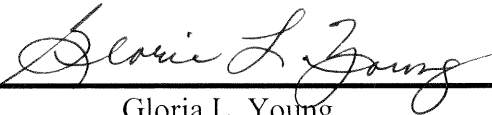
October 26, 1998 Board of Supervisors — ADOPTED

Ayes: 10 - Ammiano, Bierman, Brown, Kaufman, Leno, Medina, Newsom, Teng,  
Yaki, Yee

Absent: 1 - Katz

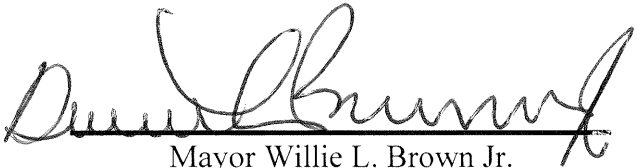
File No. 981552

I hereby certify that the foregoing Resolution was ADOPTED on October 26, 1998 by the Board of Supervisors of the City and County of San Francisco.

  
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Gloria L. Young  
Clerk of the Board

NOV - 6 1998

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Date Approved

  
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Mayor Willie L. Brown Jr.

File No. 981552 continued...