

1 [Occupation of McAllister Street and Fulton Street during the construction operations at 1750  
2 Fulton Street (Assessor Block 1175, Lot 010).]

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4 **Resolution granting revocable permission to Roberts-Obayashi Corporation to**  
5 **temporarily close and occupy a portion of the sidewalk and parking lane for a <sup>five (5)</sup>~~nine (9)~~**  
6 **month period on the south side of McAllister Street, between Masonic and Central**  
7 **Avenues and one westbound traffic lane on Fulton Street with intermittently closure of**  
8 **the north sidewalk between Masonic and Central Avenue during construction**  
9 **operations at 1750 Fulton Street (Block 1175, Lot 010).**

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11 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission  
12 revocable at the will of the Board of Supervisors, is requested by Robert-Obayashi  
13 Corporation to temporarily close and occupy the sidewalk and parking lane on the south side  
14 of McAllister Street, between Masonic and Central Avenues; and one westbound traffic lane  
15 on Fulton Street with intermittently closure of the north sidewalk on Fulton Street, between  
16 Masonic And Central Avenues during construction operations at the aforementioned location;  
17 and,

18 WHEREAS, The Permittee shall post "Sidewalk Closed/Use Other Side" signs at both  
19 ends of the block at both ends of the site on both streets; shall maintain a minimum of one  
20 lane open at 12' at all time on westbound Fulton Street; shall maintain and provide access to  
21 the Bus Stop on the north side of Fulton Street at Masonic Avenue open to pedestrian at all  
22 times; provide flagpersons as necessary and shall place and maintain reflectors and/or flasher  
23 lights at each end of construction barricades; shall provide "TOW-AWAY – NO STOPPING  
24 ANYTIME" signs on McAllister and Fulton Streets; and shall provide all other necessary  
25 requirements; i.e., additional signs, equipment, etc. to control pedestrian and vehicular traffic,

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1 all to the requirements of the Department of Public Works and the Department of Parking and  
2 Traffic; and,

3 WHEREAS, The permission for said occupancy is granted for five (5) months, starting  
4 on October 17, 2001 and shall expire no later than March 31, 2002 and, ~~July 31, 2002~~

5 WHEREAS, That in consideration of this Permit being issued for the work described in  
6 the application, the Permittee on its behalf and that of any successor or assign, and on behalf  
7 of any lessee, promises and agrees to perform all the terms of this Permit and to comply with  
8 all applicable laws, ordinances and regulations; and,

9 WHEREAS, The permittee agrees on its behalf and that of any successor or assign to  
10 hold harmless, defend, and indemnify the City and County of San Francisco, including,  
11 without limitation, each of its commissions, departments, officers, agents, and employees  
12 (hereafter collectively referred to as the "City") from and against any and all losses, liabilities,  
13 expenses, claims, demands, injuries, damages, fines, penalties, costs or judgements  
14 including without limitation, attorneys' fees and costs (collectively, "claims") of any kind  
15 allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, the  
16 Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged  
17 in the performance of the work authorized by this Permit, or while in or about the property  
18 subject to this Permit for any reason connected in any way whatsoever with the performance  
19 of the work authorized by this Permit or allegedly resulting directly or indirectly from the  
20 maintenance or installation of any equipment, facilities or structures authorized under this  
21 Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent, or  
22 employee of either of them, while engaged in the performance of the works authorized by this  
23 Permit, or while in or about the property, for any reason connected with the performance of  
24 the work authorized by this Permit, or arising from liens or claims for services rendered or  
25 labor or materials furnished in or for the performance of the work authorized by this Permit,

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1 (iii) injuries or damages to real or personal property, goodwill, and persons in, upon or in any  
2 way allegedly connected with the work authorized by this Permit from any cause or claims  
3 arising at this time, and (iv) any release or discharge, or threatened release or discharge, of  
4 any hazardous material caused or allowed by Permittee in, under, on, or about the property  
5 subject to this Permit or into the environment. As used herein, "hazardous material" means  
6 any substance, waste or material which, because of its, quantity, concentration of physical or  
7 chemical characteristic is deemed by an federal, state or local governmental authority to pose  
8 a present or potential hazard to human health or safety or to the environment; and,

9 WHEREAS, The Permittee must hold harmless, indemnify and defend the City  
10 regardless of the alleged negligence of the City or any other party, except on for claims  
11 resulting directly from the sole negligence or willful misconduct of the City. The Permittee  
12 specifically acknowledges and agrees that it has an immediate and independent obligation to  
13 defend the City from any claims which actually or potentially falls within this indemnify  
14 provision, even if the allegations are or may be groundless, false or fraudulent, which  
15 obligation arises at the time should claim is tendered to Permittee by the City and continues  
16 all time thereafter. Permittee agrees that the indemnification obligations assumes under this  
17 Permit shall survive expiration of the Permit or completion of work; and,

18 WHEREAS, The Permittee shall obtain and maintain through the terms of this Permit  
19 general liability, automobile liability or worker's compensation insurance as the City deems  
20 necessary to protect the City against claims for damages for personal injury, accidental death  
21 and property damage allegedly arising from any work done under this Permit. Such insurance  
22 shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and  
23 with insurers satisfactory to the City, evidencing all coverage above shall be furnished to the  
24 City before commencing any operations under this Permit, with complete copies of policies  
25 furnished promptly upon City request; and,

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WHEREAS, No structure shall be erected or constructed on said sidewalk except as specifically permitted herein; and,

\$21,062.50 five

WHEREAS, The Permittee shall pay a non-refundable fee of ~~\$37,912.50~~ for the ~~nine~~ month duration of said occupancy; and,

WHEREAS, The Permittee shall, upon completion of all construction operations or upon determination by the Director of Public Works that said street occupancy is no longer required, restore the street areas to the satisfaction of the Department of Public Works and reopen the area to public use; and,

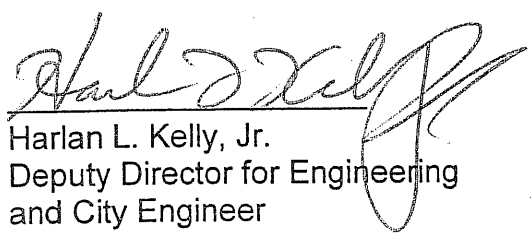
WHEREAS, This permission shall expire upon completion of said construction operations or upon determination by the Director of Public Works that said street occupancy is no longer required; and,

WHEREAS, That the Permittee shall procure the necessary permits from the Central Permit Bureau and/or the Bureau of Street-Use and Mapping, Department of Public Works and pay the necessary permit and inspection fees prior to occupying said area; now, therefore, be it,

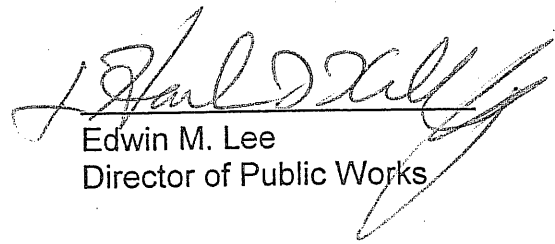
RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8, permission revocable at the will of the Board of Supervisors, is requested by Roberts-Obayashi Corporation to temporarily close and occupy a portion of the sidewalk and parking lane on the south side of McAllister Street, from Masonic Avenue to Central Avenue; and one westbound traffic lane with intermittently closure of the north sidewalk on Fulton Street, from Masonic Avenue to Central Avenue; during construction operations at the aforementioned location.

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RECOMMENDED:

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

APPROVED:

  
Edwin M. Lee  
Director of Public Works



# City and County of San Francisco

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

## Tails

### Resolution

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**File Number:** 011781

**Date Passed:**

Resolution granting revocable permission to Roberts-Obayashi Corporation to temporarily close and occupy a portion of the sidewalk and parking lane for a five (5) month period on the south side of McAllister Street, between Masonic and Central Avenues and one westbound traffic lane on Fulton Street with intermittently closure of the north sidewalk between Masonic and Central Avenue during construction operations at 1750 Fulton Street (Block 1175, Lot 010).

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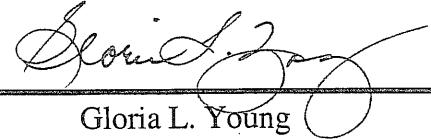
November 5, 2001 Board of Supervisors — AMENDED

November 5, 2001 Board of Supervisors — ADOPTED AS AMENDED

Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick,  
Newsom, Peskin, Sandoval, Yee

File No. 011781

I hereby certify that the foregoing Resolution  
was ADOPTED AS AMENDED on  
November 5, 2001 by the Board of  
Supervisors of the City and County of San  
Francisco.



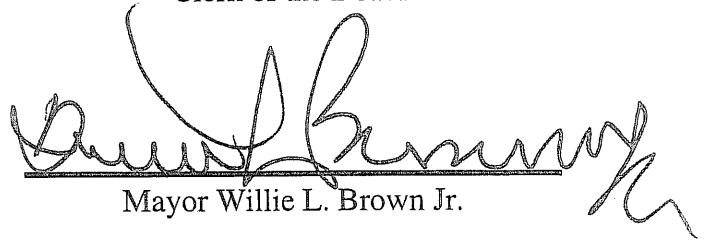
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Gloria L. Young  
Clerk of the Board

NOV 16 2001

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Date Approved



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Mayor Willie L. Brown Jr.

