

1 [OCCUPANY OF DOW PLACE DURING CONSTRUCTION AT 77 DOW PLACE]

2 GRANTING REVOCABLE PERMISSION TO CHARLES PANKOW BUILDERS, LTD. TO
3 TEMPORARILY CLOSE AND OCCUPY A PORTION OF THE STREET AREA ON DOW PLACE
4 DURING CONSTRUCTION OPERATIONS AT 77 DOW PLACE (BLOCK 3750, LOT 2).

5
6 RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, permission
7 revocable at the will of the Board of Supervisors, is hereby granted to Charles Pankow Builders, Ltd.
8 to temporarily close and occupy a portion of the street area on Dow Place, west of 2nd Street during
9 construction operations at the aforementioned location.

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

16 FURTHER PROVIDED, That permission for said occupancy is granted for one (1) year,
17 retroactive to November 1, 2000 and shall expire no later than November 1, 2001.

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

22 FURTHER PROVIDED, That the Permittee agrees on its behalf and that of any successor or
23 assign to hold harmless, defend, and indemnify the City and County of San Francisco, including,
24 without limitation, each of its commissions, departments, officers, agents and employees (hereinafter
25 collectively referred to as the "City") from and against any and all losses, liabilities, expenses, claims,

1 demands, injuries, damages, fines, penalties, costs or judgments including, without limitation,
2 attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly
3 from (i) any act by, omission by, or negligence of, the Permittee or its subcontractors, or the officers,
4 agents, or employees of either, while engaged in the performance of the work authorized by this
5 Permit, or while in or about the property subject to this Permit for any reason connected in any way
6 whatsoever with the performance of the work authorized by this Permit, or allegedly resulting directly
7 or indirectly from the maintenance or installation of any equipment, facilities or structures authorized
8 under this Permit, (ii) any accident or injury to any contractor or subcontractor, or any officer, agent,
9 or employee of either of them, while engaged in the performance of the work authorized by this
10 Permit, or while in or about the property, for any reason connected with the performance of the work
11 authorized by this Permit, or arising from liens or claims for services rendered or labor or materials
12 furnished in or for the performance of the work authorized by this Permit, (iii) injuries or damages to
13 real or personal property, goodwill, and persons in, upon or in any way allegedly connected with the
14 work authorized by this Permit from any cause or claims arising at any time, and (iv) any release or
15 discharge, or threatened release or discharge, of any hazardous material caused or allowed by
16 Permittee in, under, on, or about the property subject to this Permit or into the environment. As used
17 herein, "hazardous material" means any substance, waste or material which, because of its, quantity,
18 concentration of physical or chemical characteristics is deemed by any federal, state or local
19 governmental authority to pose a present or potential hazard to human health or safety or to the
20 environment.

21 FURTHER PROVIDED, That the Permittee must hold harmless, indemnify and defend the
22 City regardless of the alleged negligence of the City or any other party, except only for claims
23 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
24 specifically acknowledges and agrees that it has an immediate and independent obligation to defend
25 the City from any claim which actually or potentially falls within this indemnity provision, even if the

1 allegations are or may be groundless, false or fraudulent, which obligation arises at the time such
2 claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that
3 the indemnification obligations assumed under this Permit shall survive expiration of the Permit or
4 completion of work.

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

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

15 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$14,240 for the
16 one-year duration of said occupancy;

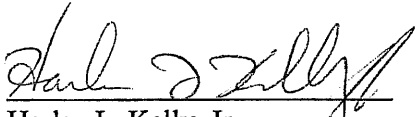
17 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction
18 operations or upon determination by the Director of Public Works that said street occupancy is no
19 longer required, restore the street areas to the satisfaction of the Department of Public Works and
20 reopen the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

21 FURTHER PROVIDED, That this permission shall expire upon completion of said
22 construction operations or upon determination by the Director of Public Works that said street
23 occupancy is no longer required.

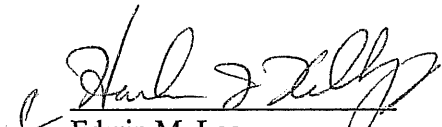
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FURTHER PROVIDED, That the Permittee shall procure the necessary permits from the Central Permit Bureau and/or the Bureau of Street-Use and Mapping, Department of Public Works and pay the necessary permit and inspection fees prior to occupying said area.

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

File Number: 002051

Date Passed:

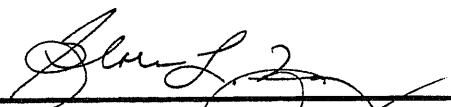
Resolution granting revocable permission to Charles Pankow Builders, Ltd. to temporarily close and occupy a portion of street area on Dow Place during construction operations at 77 Dow Place (Block 3750, Lot 2).

January 2, 2001 Board of Supervisors — ADOPTED

Ayes: 9 - Ammiano, Becerril, Bierman, Katz, Kaufman, Leno, Newsom, Teng, Yaki
Absent: 2 - Brown, Yee

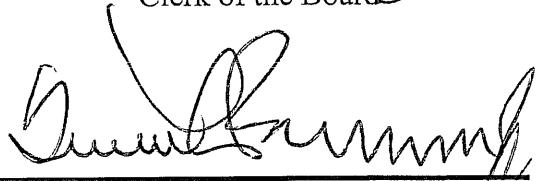
File No. 002051

I hereby certify that the foregoing Resolution was ADOPTED on January 2, 2001 by the Board of Supervisors of the City and County of San Francisco.


Gloria L. Young
Clerk of the Board

JAN 12 2001

Date Approved


Mayor Willie L. Brown Jr.