

1 GRANTING REVOCABLE PERMISSION TO MOSCONE CENTER EXPANSION PROJECT TO  
2 TEMPORARILY CLOSE AND OCCUPY THE SOUTH SIDEWALK AND A PORTION OF THE  
3 STREET AREA ON MINNA STREET TO 505 FEET WEST OF 4<sup>TH</sup> STREET, NORTH SIDE OF  
4 HOWARD STREET FROM 4<sup>TH</sup> STREET TO 5<sup>TH</sup> STREET, DURING CONSTRUCTION  
5 OPERATIONS FOR THE MOSCONE CENTER EXPANSION PROJECT.

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8 RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, permission  
9 revocable at the will of the Board of Supervisors, is hereby granted to Moscone Center Expansion Project,  
10 to temporarily close and to occupy the south sidewalk, and a portion of the street area on Minna Street to  
11 505 feet west of 4<sup>th</sup> Street and north side of Howard Street from 4<sup>th</sup> to 5<sup>th</sup> Street during construction  
12 operations at 680 Mission Street.

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

19 FURTHER PROVIDED, That permission for said occupancy is granted for one year, effective  
20 September 1, 1999 and shall expire no later than September 1, 2000.

21 FURTHER PROVIDED, That in consideration of this Permit being issued for the work described  
22 in the application, the Permittee on its behalf and that of any successor or assign, and on behalf of any  
23 lessee, promises and agrees to perform all the terms of this Permit and to comply with all applicable laws,  
24 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 property  
12 damage allegedly arising from any work done under this Permit. Such insurance shall in no way limit  
13 Permittee's indemnity hereunder. Certificates of insurance, in form and with insurers satisfactory to the  
14 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 \$35,000 for the  
19 said occupancy;

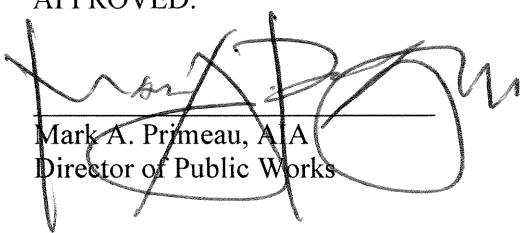
20 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction operations or  
21 upon determination by the Director of Public Works that said street occupancy is no longer required, restore  
22 the street areas to the satisfaction of the Department of Public Works and reopen the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

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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6 RECOMMENDED:

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

  
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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

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**File Number:** 991568

**Date Passed:**

Resolution granting revocable permission to Moscone Center Expansion Project to temporarily close and occupy the south sidewalk and a portion of the street area on Minna Street to 505 feet west of 4th Street, north side of Howard Street from 4th Street to 5th Street, during construction operations for the Moscone Center Expansion Project.

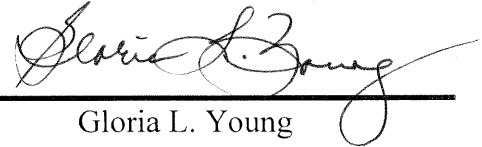
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September 21, 1999 Board of Supervisors — ADOPTED

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

File No. 991568

I hereby certify that the foregoing Resolution was ADOPTED on September 21, 1999 by the Board of Supervisors of the City and County of San Francisco.



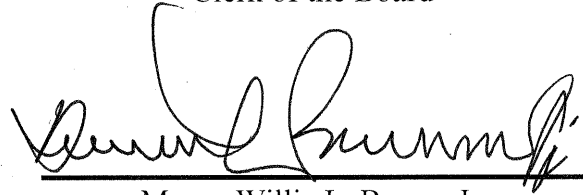
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Gloria L. Young  
Clerk of the Board

SEP 30 1999

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Date Approved



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Mayor Willie L. Brown Jr.