

1 [Settlement Of Lawsuit]

2

3 **Ordinance authorizing settlement of the lawsuit filed by JMB Construction, Inc., against**

4 **the City and County of San Francisco, for \$200,000; the lawsuit was filed on June 10,**

5 **2002, in San Francisco Superior Court, Unlimited Jurisdiction, Case No. 408-928;**

6 **entitled JMB Construction, Inc. v. City and County of San Francisco; other material**

7 **terms of said settlement are: (1) The City reserves all rights to pursue claims against**

8 **JMB for latent defects in the contract work, and JMB agrees to retain full responsibility**

9 **for latent defects in the contract work; (2) All warranties under the contract and which**

10 **are not yet expended shall remain in full force and effect; (3) The City shall retain**

11 **responsibility for any future claims made by Union Pacific Railroad Company ("Union**

12 **Pacific") arising from the contract, except that JMB shall retain full responsibility for**

13 **any claims by Union Pacific arising from damage caused by JMB; (3) In consideration**

14 **for the proposed settlement payment, JMB has agreed to dismiss the Action with**

15 **prejudice in its entirety; and (4) the City and JMB each shall bear its own legal costs**

16 **and fees arising from this action;**

17 Be it ordained by the People of the City and County of San Francisco:

18 Section 1. The City Attorney is hereby authorized to settle the action entitled "JMB

19 Construction, Inc. v. City and County of San Francisco, San Francisco Superior Court,

20 Unlimited Jurisdiction, Case No. 408-928, by the payment of \$200,000 to JMB Construction,

21 Inc. In addition, the settlement shall contain the following material terms: (1) The City

22 reserves all rights to pursue claims against JMB for latent defects in the contract work, and

23 JMB agrees to retain full responsibility for latent defects in the contract work; (2) All warranties

24 under the contract and which are not yet expended shall remain in full force and effect; (3)

25 The City shall retain responsibility for any future claims made by Union Pacific Railroad

Supervisor Gonzalez
 OFFICE OF THE CITY ATTORNEY
 BOARD OF SUPERVISORS

1 Company ("Union Pacific") arising from the contract, except that JMB shall retain full
2 responsibility for any claims by Union Pacific arising from damage caused by JMB; (3) JMB
3 shall dismiss the Action with prejudice in its entirety; and (4) the City and JMB each shall bear
4 its own legal costs and fees arising from this action;.

5 Section 2. The above-named action was filed in San Francisco Superior Court on June
6 10, 2002, and the following party is named in the lawsuit: City and County of San Francisco.

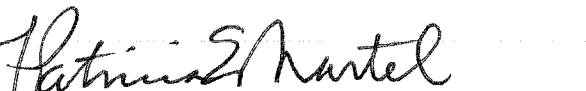
7 APPROVED AS TO FORM AND
8 RECOMMENDED:

9 DENNIS J. HERRERA
10 City Attorney

11 
12 JOANNE HOEPFER
13 Chief Trial Deputy

RECOMMENDED:

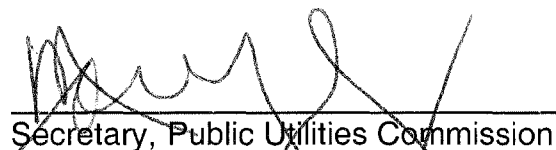
SAN FRANCISCO PUBLIC UTILITIES
COMMISSION

14 
15 PATRICIA E. MARTEL
16 General Manager, San Francisco Public
17 Utilities Commission

18 FUNDS AVAILABLE:
19 CWP600PU295A CENSR4EN45

20 
21 EDWARD HARRINGTON
22 Controller

APPROVED:

23 
24 Secretary, Public Utilities Commission



City and County of San Francisco

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

Tails Ordinance

File Number: 030905

Date Passed:

Ordinance authorizing settlement of the lawsuit filed by JMB Construction, Inc., against the City and County of San Francisco, for \$200,000; the lawsuit was filed on June 10, 2002, in San Francisco Superior Court, Unlimited Jurisdiction, Case No. 408-928; entitled JMB Construction, Inc. v. City and County of San Francisco; other material terms of said settlement are: (1) The City reserves all rights to pursue claims against JMB for latent defects in the contract work, and JMB agrees to retain full responsibility for latent defects in the contract work; (2) All warranties under the contract and which are not yet expended shall remain in full force and effect; (3) The City shall retain responsibility for any future claims made by Union Pacific Railroad Company ("Union Pacific") arising from the contract, except that JMB shall retain full responsibility for any claims by Union Pacific arising from damage caused by JMB; (3) In consideration for the proposed settlement payment, JMB has agreed to dismiss the action with prejudice in its entirety; and (4) the City and JMB each shall bear its own legal costs and fees arising from this action.

June 17, 2003 Board of Supervisors — PASSED, ON FIRST READING

Ayes: 10 - Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, Newsom, Peskin, Sandoval

Excused: 1 - McGoldrick

June 24, 2003 Board of Supervisors — FINALLY PASSED

Ayes: 9 - Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Newsom, Peskin, Sandoval

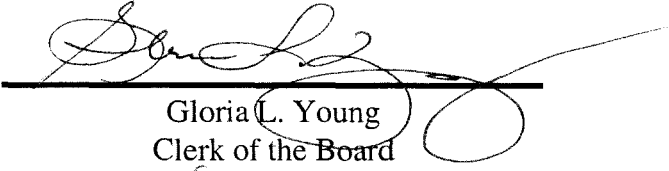
Excused: 2 - Maxwell, McGoldrick

File No. 030905

I hereby certify that the foregoing Ordinance was FINALLY PASSED on June 24, 2003 by the Board of Supervisors of the City and County of San Francisco.

JUL 03 2003

Date Approved



Gloria L. Young
Clerk of the Board



Mayor Willie L. Brown Jr.