

1 GRANTING REVOCABLE PERMISSION TO PROWEST PCM, INC. TO TEMPORARILY CLOSE
2 AND OCCUPY THE EAST SIDEWALK AND A PORTION OF THE STREET AREA ON
3 DIVISADERO STREET DURING CONSTRUCTION OPERATIONS FOR THE UCSF STANFORD
4 HEALTHCARE, MOUNT ZION MEDICAL CENTER, OUTPATIENT CANCER CENTER AT 1600
5 DIVISADERO STREET (BLOCK 1077, LOT 27).

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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 ProWest PCM, Inc. to
9 temporarily close and occupy the east sidewalk and a portion of the street area on Divisadero
10 Street, south of Sutter Street, during construction operations at 1600 Divisadero Street.

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

17 FURTHER PROVIDED, That permission for said extension of occupancy is granted for one
18 year, retroactive to August 5, 1998, and shall expire no later than August 5, 1999.

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

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1 laws, ordinances and regulations.

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

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 any
5 claim which actually or potentially falls within this indemnity provision, even if the allegations are or
6 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 sidewalk
17 except as specifically permitted herein;

18 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$28,400 for the
19 duration of said occupancy;

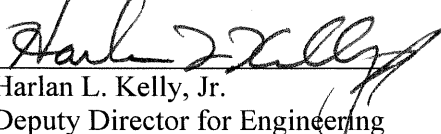
20 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction operations
21 or upon determination by the Director of Public Works that said street occupancy is no longer required,
22 restore the street areas to the satisfaction of the Department of Public Works and reopen the areas to
23 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.

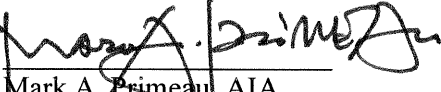
4 FURTHER PROVIDED, That the Permittee shall procure the necessary permits from the Central
5 Permit Bureau, Department of Building Inspection and/or the Bureau of Street-Use and Mapping, Department
6 of Public Works and pay the necessary permit and inspection fees prior to occupying said area.

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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

File Number: 981466

Date Passed:

Resolution granting revocable permission to Prowest PCM, Inc. to temporarily close and occupy the east sidewalk and portion of the street area on Divisadero Street during construction operations for the UCSF Stanford Healthcare, Mount Zion Center, Outpatient Cancer Center at 1600 Divisadero Street (Block 1077, Lot 27).

October 26, 1998 Board of Supervisors — ADOPTED

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

Absent: 1 - Katz

File No. 981466

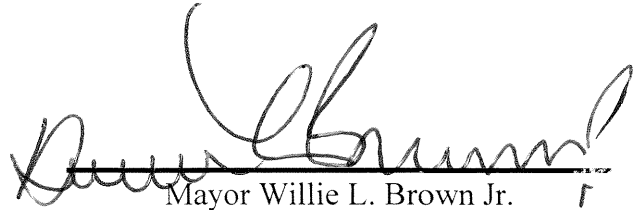
I hereby certify that the foregoing Resolution was ADOPTED on October 26, 1998 by the Board of Supervisors of the City and County of San Francisco.



Gloria L. Young
Clerk of the Board

NOV - 6 1998

Date Approved



Mayor Willie L. Brown Jr.

File No. 981466 continued...