

1 [PEDESTRIAN WALKWAY ON 17TH STREET DURING CONSTRUCTION AT 350 RHODE
2 ISLAND STREET]

3 GRANTING REVOCABLE PERMISSION TO SWINERTON AND WALBERG BUILDERS TO
4 TEMPORARILY CLOSE AND OCCUPY THE SIDEWALK AND PARKING LANE ON THE NORTH
11/14/00 grh 5 SIDE OF 17TH STREET BETWEEN RHODE ISLAND AND KANSAS STREETS, AND PROVIDE AN
6 ADDITIONAL FOUR (4) FEET OF SPACE IN THE STREET FOR A PEDESTRIAN WALKWAY
7 SURROUNDED BY A PEDESTRIAN BARRICADE DURING CONSTRUCTION OF A FOUR STORY
8 OFFICE BUILDING AT 350 RHODE ISLAND STREET (BLOCK 3957, LOT 1).

9
10 RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, permission
11 revocable at the will of the Board of Supervisors, is hereby granted to Swinerton and Walberg
11/14/00 grh 12 Builders to temporarily close and occupy the sidewalk and parking lane and to provide an additional
13 four (4) feet of space in the street for a pedestrian walkway surrounded by a pedestrian barricade on
14 the north side of 17th Street, between Rhode Island and Kansas Streets during construction operations
15 at 350 Rhode Island Street.

16 PROVIDED, That The Permittee shall provide flagpersons as necessary and shall place and
11/14/00 grh 17 maintain reflectors and/or flasher lights at each end of construction barricades; shall provide "TOW-
18 AWAY-NO STOPPING ANYTIME" signs; and shall provide all other necessary requirements; i.e.,
19 additional signs, equipment, etc. to control pedestrian and vehicular traffic, all to the requirements of
20 the Department of Public Works and the Department of Parking and Traffic;

21 FURTHER PROVIDED, That permission for said occupancy is granted for one (1) year,
22 retroactive to May 1, 2000, and shall expire no later than May 31, 2001.

23 FURTHER PROVIDED, That in consideration of this Permit being issued for the work
24 described in the application, the Permittee on its behalf and that of any successor or assign, and
25

1 on behalf of any lessee, promises and agrees to perform all the terms of this Permit and to comply with
2 all applicable laws, ordinances and regulations.

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

1 local governmental authority to pose a present or potential hazard to human health or safety or to the
2 environment.

3 FURTHER PROVIDED, That the Permittee must hold harmless, indemnify and defend the
4 City regardless of the alleged negligence of the City or any other party, except only for claims
5 resulting directly from the sole negligence or willful misconduct of the City. The Permittee
6 specifically acknowledges and agrees that it has an immediate and independent obligation to defend
7 the City from any claim which actually or potentially falls within this indemnity provision, even if the
8 allegations are or may be groundless, false or fraudulent, which obligation arises at the time such
9 claim is tendered to Permittee by the City and continues at all times thereafter. Permittee agrees that
10 the indemnification obligations assumed under this Permit shall survive expiration of the Permit or
11 completion of work.

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

20 FURTHER PROVIDED, That no structure shall be erected or constructed on said sidewalk,
11/14/00 parking lane or pedestrian walkway in the street except as specifically permitted herein;
grh21

22 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$10,800 for the
23 one-year duration of said occupancy;

24 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction
25 operations or upon determination by the Director of Public Works that said street occupancy is no

1 longer required, restore the street areas to the satisfaction of the Department of Public Works and
2 reopen the areas to public use;

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

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

9
10
11 RECOMMENDED:

APPROVED:

12
13 (see file for signature)

(see file for signature)

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

Edwin M. Lee
17 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: 001203

Date Passed:

Resolution granting revocable permission to Swinerton and Walberg Builders to temporarily close and occupy the sidewalk and parking lane on the north side of 17th Street between Rhode Island and Kansas Streets, during construction of a four story office building at 350 Rhode Island Street (Block 3957, Lot 1) and to provide an additional four feet of space in the street for a pedestrian walkway surrounded by a pedestrian barricade.

November 20, 2000 Board of Supervisors — ADOPTED

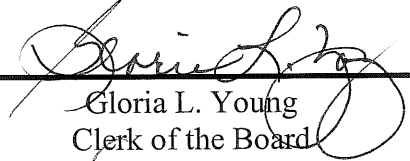
Ayes: 11 - Ammiano, Becerril, Bierman, Brown, Katz, Kaufman, Leno, Newsom, Teng, Yaki, Yee

File No. 001203

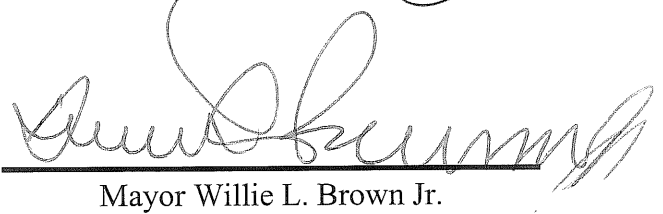
I hereby certify that the foregoing Resolution was ADOPTED on November 20, 2000 by the Board of Supervisors of the City and County of San Francisco.

NOV 30 2000

Date Approved



Gloria L. Young
Clerk of the Board



Mayor Willie L. Brown Jr.