

1 GRANTING REVOCABLE PERMISSION TO THE DEPARTMENT OF BUILDING  
2 INSPECTION (DBI) TO TEMPORARILY CLOSE AND OCCUPY THE SOUTHERLY  
3 SIDEWALK AND A PORTION OF THE STREET AREA ON OTIS STREET DURING  
4 CONSTRUCTION OPERATIONS FOR THE 1660 MISSION STREET ANNEX BUILDING  
5 (BLOCK 3512, LOTS 5 & 6).

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7 RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8,  
8 permission revocable at the will of the Board of Supervisors, is hereby granted to the Department  
9 of Building Inspection (DBI) to temporarily close and occupy the southerly sidewalk and a  
10 portion of the street area on Otis Street during construction operations for the 1660 Mission Street  
11 Annex Building.

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

18 FURTHER PROVIDED, That permission for said extension of occupancy is granted for  
19 one year from the date of occupancy, anticipated to start in late August 2000.

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

24 FURTHER PROVIDED, That the Permittee agrees on its behalf and that of any  
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1 successor or assign to hold harmless, defend, and indemnify the City and County of San  
2 Francisco, including, without limitation, each of its commissions, departments, officers, agents  
3 and employees (hereinafter collectively referred to as the "City") from and against any and all  
4 losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs or  
5 judgments including, without limitation, attorneys' fees and costs (collectively, "claims") of any  
6 kind allegedly arising directly or indirectly from (i) any act by, omission by, or negligence of, the  
7 Permittee or its subcontractors, or the officers, agents, or employees of either, while engaged in  
8 the performance of the work authorized by this Permit, or while in or about the property subject  
9 to this Permit for any reason connected in any way whatsoever with the performance of the work  
10 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  
12 accident or injury to any contractor or subcontractor, or any officer, agent, or employee of either  
13 of them, while engaged in the performance of the work authorized by this Permit, or while in or  
14 about the property, for any reason connected with the performance of the work authorized by this  
15 Permit, or arising from liens or claims for services rendered or labor or materials furnished in or  
16 for the performance of the work authorized by this Permit, (iii) injuries or damages to real or  
17 personal property, goodwill, and persons in, upon or in any way allegedly connected with the  
18 work authorized by this Permit from any cause or claims arising at any time, and (iv) any release  
19 or discharge, or threatened release or discharge, of any hazardous material caused or allowed by  
20 Permittee in, under, on, or about the property subject to this Permit or into the environment. As  
21 used herein, "hazardous material" means any substance, waste or material which, because of its,  
22 quantity, concentration of physical or chemical characteristics is deemed by any federal, state or  
23 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  
2 the City regardless of the alleged negligence of the City or any other party, except only for claims  
3 resulting directly from the sole negligence or willful misconduct of the City. The Permittee  
4 specifically acknowledges and agrees that it has an immediate and independent obligation to  
5 defend the City from any claim which actually or potentially falls within this indemnity  
6 provision, even if the allegations are or may be groundless, false or fraudulent, which obligation  
7 arises at the time such claim is tendered to Permittee by the City and continues at all times  
8 thereafter. Permittee agrees that the indemnification obligations assumed under this Permit shall  
9 survive expiration of the Permit or completion of work.

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

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

20 FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of \$25,200  
21 for the one-year duration of said occupancy;

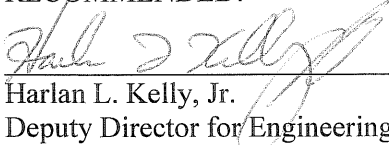
22 FURTHER PROVIDED, That the Permittee shall, upon completion of all construction  
23 operations or upon determination by the Director of Public Works that said street occupancy is no  
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1 longer required, restore the street areas to the satisfaction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

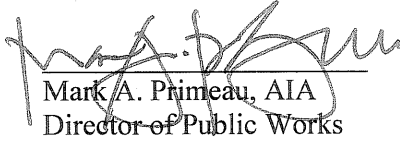
3 FURTHER PROVIDED, That this permission shall expire upon completion of said  
4 construction operations or upon determination by the Director of Public Works that said street  
5 occupancy is no longer required.

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  
8 Works and pay the necessary permit and inspection fees prior to occupying said area.

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11 RECOMMENDED:

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

APPROVED:

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17 Mark A. Primeau, AIA  
18 Director of Public Works  
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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:** 000617

**Date Passed:**

Resolution granting revocable permission to the Department of Building Inspection (DBI) to temporarily close and occupy the southerly sidewalk and a portion of the street area on Otis Street during construction operations for the 1660 Mission Street Annex Building (Block 3512, Lots 5 and 6).

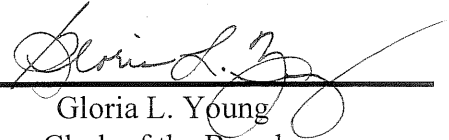
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May 30, 2000 Board of Supervisors — ADOPTED

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

File No. 000617

I hereby certify that the foregoing Resolution was ADOPTED on May 30, 2000 by the Board of Supervisors of the City and County of San Francisco.

  
Gloria L. Young  
Clerk of the Board

JUN - 9 2000  
Date Approved

  
Mayor Willie L. Brown Jr.