[OCCUPANY OF DOW PLACE DURING CONSTRUCTION AT 77 DOW PLACE]

GRANTING REVOCABLE PERMISSION TO CHARLES PANKOW BUILDERS, LTD. TO
TEMPORARILY CLOSE AND OCCUPY A PORTION OF THE STREET AREA ON DOW PLACE
DURING CONSTRUCTION OPERATIONS AT 77 DOW PLACE (BLOCK 3750, LOT 2).

RESOLVED, That pursuant to Public Works Code Section 724, 724.7, and 724.8, permission
revocable at the will of the Board of Supervisors, is hereby granted to Charles Pankow Builders, Ltd.
to temporarily close and occupy a portion of the street area on Dow Place, west of 2nd Street during
construction operations at the aforementioned location.

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

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

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

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

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

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

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

FURTHER PROVIDED, That the Permittee shall pay a non-refundable fee of $14,240 for the
one-year duration of said occupancy;

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

FURTHER PROVIDED, That this permission shall expire upon completion of said
construction operations or upon determination by the Director of Public Works that said street
occupancy is no longer required.
FURTHER PROVIDED, That the Permittee shall procure the necessary permits from the Central Permit Bureau and/or the Bureau of Street-Use and Mapping, Department of Public Works and pay the necessary permit and inspection fees prior to occupying said area.

RECOMMENDED:  

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

APPROVED:  

Edwin M. Lee  
Director of Public Works
Resolution granting revocable permission to Charles Pankow Builders, Ltd. to temporarily close and occupy a portion of street area on Dow Place during construction operations at 77 Dow Place (Block 3750, Lot 2).

January 2, 2001 Board of Supervisors — ADOPTED
Ayes: 9 - Ammiano, Becerril, Bierman, Katz, Kaufman, Leno, Newsom, Teng, Yaki
Absent: 2 - Brown, Yee

File No. 002051 I hereby certify that the foregoing Resolution was ADOPTED on January 2, 2001 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

JAN 12 2001
Date Approved

Mayor Willie L. Brown Jr.