

1 [Occupation of Morris Street during construction of a live-work lofts at 111 Morris Street  
2 (Assessor Block 3778, Lot 044).]  
3

4 **Resolution granting revocable permission to Nibbi Brothers General Contractors for**  
5 **one (1) year to temporarily close and occupy the east side of the sidewalk and the**  
6 **parking lane on Morris Street, at the corner of the Morris – Bryant Street intersection**  
7 **during construction of a live-work lofts at 111 Morris Street (Block 3778, Lot 044).**  
8

9 WHEREAS, pursuant to Public Works Code Section 724, 724.7 and 724.8, permission  
10 revocable at the will of the Board of Supervisors, is requested by Nibbi Brothers General  
11 Contractors to temporarily close and occupy a portion of the sidewalk and parking lane on the  
12 east side of Morris Street, from Bryant Street to 147 feet southward; and a portion of the  
13 sidewalk and parking lane on Morris Street for a trailer office, 75 feet farther south of the site,  
14 during construction operations at the aforementioned location; and

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

21 WHEREAS, The permission for said occupancy is granted for one (1) year, starting on  
22 June 01, 2001 and shall expire no later than May 31, 2002 and,

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

1 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; and,

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

1 chemical characteristic is deemed by an federal, state or local governmental authority to pose  
2 a present or potential hazard to human health or safety or to the environment; and,

3 WHEREAS, The Permittee must hold harmless, indemnify and defend the City  
4 regardless of the alleged negligence of the City or any other party, except on 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 of  
7 defend the City from any claims which actually or potentially falls within this indemnify  
8 provision, even if the allegations are or may be groundless, false or fraudulent, which  
9 obligation arises at the time should claim is tendered to Permittee by the City and continues  
10 all time thereafter. Permittee agrees that the indemnification obligations assumes under this  
11 Permit shall survive expiration of the Permit or completion of work; and,

12 WHEREAS, The Permittee shall obtain and maintain through the terms of this Permit  
13 general liability, automobile liability or worker's compensation insurance as the City deems  
14 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  
16 shall in no way limit Permittee's indemnity hereunder. Certificates of insurance, in form and  
17 with insurers satisfactory to the City, evidencing all coverage above shall be furnished to the  
18 City before commencing any operations under this Permit, with complete copies of policies  
19 furnished promptly upon City request; and,

20 WHEREAS, No structure shall be erected or constructed on said sidewalk except as  
21 specifically permitted herein; and,

22 WHEREAS, The Permittee shall pay a non-refundable fee of \$17,650 for the one-year  
23 duration of said occupancy; and,

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

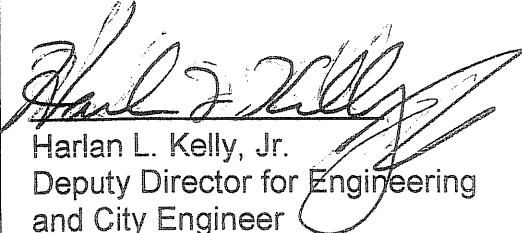
1 required, restore the street areas to the satisfaction of the Department of Public Works and  
2 reopen the area to public use; and,

3 WHEREAS, This permission shall expire upon completion of said construction  
4 operations or upon determination by the Director of Public Works that said street occupancy is  
5 no longer required; and,

6 WHEREAS, That the Permittee shall procure the necessary permits from the Central  
7 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; now,  
9 therefore, be it,

10 RESOLVED, That pursuant to Public Works Code Section 724, 724.7 and 724.8,  
11 permission revocable at the will of the Board of Supervisors, is requested by Nibbi Brothers  
12 General Contractors to temporarily close and occupy a portion of the sidewalk and parking  
13 lane on the east side of Morris Street, from Brayant Street to 147 feet southward; and a  
14 portion of the sidewalk and parking lane on Morris Street for a trailer office, 75 feet farther  
15 south of the site, during construction operations at the aforementioned location.  
16  
17

18 RECOMMENDED:

19  
20   
21 Harlan L. Kelly, Jr.  
22 Deputy Director for Engineering  
23 and City Engineer

APPROVED:

24   
25 Edwin M. Lee  
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: 011233

Date Passed:

Resolution granting revocable permission to Nibbi Brothers General Contractors for one (1) year to temporarily close and occupy the east side of the sidewalk and the parking lane on Morris Street, at the corner of the Morris-Bryant Street intersection during construction of a live-work lofts at 111 Morris Street (Block 3778, Lot 044).

July 23, 2001 Board of Supervisors — ADOPTED

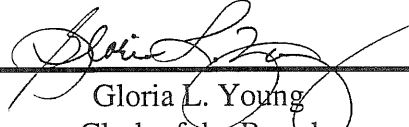
Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick,  
Newsom, Peskin, Sandoval, Yee

File No. 011233

I hereby certify that the foregoing Resolution was ADOPTED on July 23, 2001 by the Board of Supervisors of the City and County of San Francisco.

AUG 03 2001

Date Approved

  
Gloria L. Young  
Clerk of the Board

  
Mayor Willie L. Brown Jr.