



SAN FRANCISCO PORT COMMISSION

Permit No: _____

APPLICATION FOR ENCROACHMENT PERMIT

APPLICANT: _____ Date: _____

Applicant Address _____

Contact person: _____ Phone: _____

Email: _____

Port Tenant: _____ Phone: _____

Design/Construction:

() Engineer () Architect () Contractor () Other

Name: _____ Phone: _____

Address: _____

License Type and #: _____ S.F Business license #: _____

Inspection required:
Call (415)274-0540

24 Hours prior to inspection

LOCATION OF WORK: Pier/ Seawall Lot/ Block: _____

Address _____

Is plot plan attached? ____ Yes; ____ No. Work in Franchise Area? ____ Yes; ____ No (Permit to Enter req'd).

DESCRIPTION OF WORK: (Reference to plans is not sufficient) _____

TOTAL ESTIMATED COST FOR ALL WORK: \$ _____; By: _____

CHECK ITEMS SUBMITTED WITH THE APPLICATION:

- () Endorsed Certificate of Liability Insurance
- () Performance Bond/Deposit - \$25,000 for Excavation or \$2,500 for other. Inspection sign off required to release.
- () Worker's Compensation – Refer to Labor Code section in General Conditions.

In consideration of the Permit being issued for the work described in the application, Permittee on its behalf and that of any successor, and on behalf of any lessee, promises and agrees to perform all the terms of the Permit including and not limited to attached "General Conditions for Encroachment Permit" and to comply with all applicable laws, ordinances and regulations.

Signature(s) - Applicant/Contractor

Date

THIS PERMIT IS NOT VALID UNLESS OFFICIAL S.F. PORT ENGINEERING REVIEW SHEET IS ATTACHED

NO WORK SHALL COMMENCE PRIOR TO PAYMENT OF PERMIT FEES AND ISSUANCE OF THIS PERMIT.
A COPY OF THIS PERMIT AND THE JOB CARD MUST BE POSTED AT THE JOBSITE.
FEE SCHEDULE AVAILABLE UPON REQUEST

Official Use:
Received By: _____ Date: _____ Verified By: _____ Date: _____

GENERAL CONDITIONS FOR ENCROACHMENT PERMITS

Definition: An Encroachment Permit is required for any construction or any physical obstruction within the Port jurisdiction and generally is not within a leased area.

Contractor License Requirement: The applicant and all its subcontractors must have a valid contractor's license in the State of California. A Class A General Engineering Contractor's License allows the contractor to perform any type of construction under the Encroachment Permit. A Class C license also allows the contractor to perform trench cut and pavement repair on the street, provided that the work is incidental to the work authorized by the license.

Plan Requirements: The plan shall include, at the minimum, the following information: Street layout showing dimension of property lines, curb lines, and street centerlines; street names for all streets; the work area clearly identified and dimensioned; locations, sizes and types of construction material should be clearly identified and dimensioned; include construction details or Engineering Standards; show map scale and north arrow; submit drawings on 11" x 17" or larger size pages. Minimum 4 sets required.

BCDC: Projects within 100 feet of the Bay are subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission (BCDC). Work in the Bay waters may also be subject to review and permitting by the U. S. Army Corp of Engineers. If required, permits from either/both agency(s) must be secured before an Encroachment Permit can be released by the San Francisco Port Commission.

Standards: Applicant agrees to perform the work authorized by this permit in a good and workmanlike manner subject to the approval of the Chief Harbor Engineer or his authorized representative.

General: Work shall be done in general conformance with the San Francisco Municipal Code including the current edition of Department of Public Works Standard Plans & Specifications

Excavation: Excavation work shall be per San Francisco Excavation Code. Conformance to San Francisco Maher Ordinance requirements is required, if excavation will disturb soil over 50 CY.

Banners: Banner installation on street light poles shall be done in conformance with Port Street pole banner Guidelines draft 1122007.

Traffic: Construction operations shall be in accordance with San Francisco Municipal transportation Agency (SFMTA) Blue Book requirements, available at <http://www.sfmta.com/bluebook>.

Clearances for Utility Lines: All utility lines must keep minimum clearances required by Local and State codes and regulations. Also maintain any additional clearance requirements per effected utility agency/company.

Underground Service Alert (U.S.A.): Applicant shall call U.S.A., telephone number 800-642-2444, 48 hours prior to any excavation. Provide inquiry identification number upon request.

Work Hours: No work shall commence before the issue of the permit. Unless specifically indicated on the permit, general work hours are from 7 a.m. to 8 p.m. to comply with city noise control ordinance.

Private Properties: An approved Encroachment Permit does not authorize Applicant the access to private streets, private properties and port tenant leaseholds. The Applicant must obtain permission from property owners or Port tenants

Fee Schedule: Port encroachment permit fees and penalties are based on San Francisco Department of Public Works fee schedules.

Pre-Construction Notification: The applicant is required to notify all residents or business within the project area by means of door-to-door notices. Notifications shall be made one week prior to the start of the project. "No Parking" signs shall be posted in the affected area 48 hours prior to start of construction. Refer to SFMTA Blue Book for specifications.

Inspection: The Applicant shall request for regular inspections at least twenty-four (24) hours prior to actual work by calling (415) 274-0540. Inspections are required prior to beginning work, after completion of work, and at other times as specified by the City's Inspector during the initial inspection. Inspection hours are from 8:00 a.m. to 3:30 p.m., Monday through Friday, except City-observed holidays.

Job Site: A copy of the permit and job card must be posted at the job site.

HOLD HARMLESS CLAUSE : Permittee agrees on its behalf and that of any successors 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 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 building or premises 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, good will, 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.

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. 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 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 and work.

NOTICE OF CLAIMS: Each party shall give immediate written notice to the other party of any and all potential claims, actions or proceedings brought against the party giving notice, and of any and all actions, claims and proceedings brought against any person who may bring a claim against the City.

Insurance:

- (i) Each owner or its agent shall maintain in full force and effect, throughout the term of the permit, an insurance policy or policies issued by an insurance company or companies satisfactory to the City's Controller and Risk Manager. Policy or policies shall afford insurance covering all operations, vehicles, and employees, as follows:
 - (1) Workers' Compensation with employers' liability limits not less than \$1,000,000 each accident;
 - (2) Commercial general liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including contractual liability; personal injury; explosion, collapse, and underground (xcu); products; and completed operations;
 - (3) Business automobile liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, nonowned, and hired auto coverage, as applicable;
 - (4) Contractors' pollution liability insurance, on an occurrence form, with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage and any deductible not to exceed \$25,000 each occurrence.
- (ii) Said policy or policies shall include the City and its officers and employees jointly and severally as additional insureds, shall apply as primary insurance, shall stipulate that no other insurance effected by the City will be called on to contribute to a loss covered thereunder, and shall provide for severability of interests. Said policy or policies shall provide that an act or omission of one insured, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to any other insured. Said policy or policies shall afford full coverage for any claims based on acts, omissions, injury, or damage which occurred or arose, or the onset of which occurred or arose, in whole or in part, during the policy period. Said policy or policies shall be endorsed to provide 30 calendar days advance written notice of cancellation or any material change to the Department.
- (iii) Should any of the required insurance be provided under a claims-made form, the insured owner or its agent shall maintain such coverage continuously throughout the term of the permit, and, without lapse, for a period of three years beyond the expiration or termination of the permit, to the effect that, should occurrences during the term of the permit give rise to claims made after expiration or termination of the permit, such claims shall be covered by such claims-made policies.
- (iv) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or claims limits specified above in Subsection (c)(i).
- (v) Such insurance shall in no way relieve or decrease owner's and its agent's obligation to indemnify the City under Subsection (b) or any other provision of this Article.
- (vi) Certificates of insurance, in the form satisfactory to the Department, evidencing all coverages above, shall be furnished to or maintained on file with the Department before issuance of a permit, with complete copies of policies furnished promptly upon the Department's request.
- (vii) Where an owner is self-insured, and such insurance is no less broad and affords no less protection to the City than the requirements specified above in Subsection (c), the Department, in consultation with the City's Controller and Risk Manager, may accept such insurance as satisfying the requirements of Subsection (c). Evidence of such insurance shall be provided in the manner specified in Subsection (vi).

Performance Bond: Each applicant shall submit and maintain with the Port a bond, cash deposit, or other security acceptable to the Port securing the faithful performance of the obligations of the applicant and its agent under any permit(s) compliance with all terms and conditions of the permit. The deposit shall be in the sum of \$ 2,500 for all work, except for excavation work which shall be \$25,000, in favor of the "Port of San Francisco". Utility and municipal excavators and other frequent applicants may submit a single deposit for multiple excavations so long as a constant balance of \$25,000 is maintained on file with the Port. If the Port Director has deducted from such a deposit pursuant to Section 2.4.46(c), the utility or municipal excavator or other frequent applicant must restore the full amount of the deposit prior to the Port's issuance of a subsequent permit.

Labor Code: In conformity with the provisions of Section 3800 of the Labor Code of the State of California the applicant shall have on file, or file with the San Francisco Port Commission, either Certificate (I) or (II) or (III) designated below or shall indicate item (IV) or (V) or (VI) below, whichever is applicable. If, however, item (VI) is checked then item (V) must be checked as well. Mark the appropriate method of compliance below:

- I. Certificate of Consent to Self-Insure issued by the Director of Industrial Relations.
- II. Certificate of Worker's Compensation issued by an admitted insurer.
- III. An exact copy of duplicate of (I) certified by the Director or (II) certified by the insurer.
- IV. The cost of the work to be performed is \$100 or less.
- V. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in a manner so as to become subject to the worker's compensation laws of California. I further acknowledge that I understand, in the event that I should become subject to the worker's compensation provisions of the Labor Code of California and fail to comply forthwith with the provisions of Section 3800 of the Labor Code that the permit herein applied for shall be deemed revoked.
- VI. I certify as the person in possession of the premises which are the subject of this application (or the agent of said person) that in the performance of work for which this permit is issued, I will employ a contractor who complies with the worker's compensation laws of California and who has on file, or prior to the commencement of any work will file with the San Francisco Port Commission evidence that the worker's compensation insurance is carried.