



PLEASE SUBMIT TO:
Presidio Trust Permitting Office
BuildingPermits@presidiotrust.gov

PLANNING REVIEW

N² • DESIGN REVIEW • PERMITTING

ENCROACHMENT PERMIT APPLICATION

An Encroachment Permit is required for any work done within a public-right-of-way or parking area within Area B or within 10' of the Presidio boundary. Examples include, but are not limited to, road or lane closures, staging outside the boundaries of a construction site, use of parking spaces, etc.

CONTACT & OFFICE HOURS

Presidio Trust Permitting Office
103 Montgomery St., 3rd Floor, San Francisco Presidio, CA 94129
Headquarters: 1750 Lincoln Blvd., San Francisco Presidio, CA 94129

OFFICE HOURS: T/Th: 9-11am
Self Drop-off/Pick-up: Blue Box at 103 Montgomery back porch
Call, text, or email for assistance

PERMITTING EMAIL: BuildingPermits@presidiotrust.gov

PERMITTING ADMINISTRATOR: 415-471-7249

PERMITTING MANAGER: 415-589-0084

TO BE COMPLETED BY
PERMITTING
ADMINISTRATOR

PROJECT #:
RECEIVED BY:

WORK ORDER #:
RECEIVED DATE:

SECTION 1: APPLICANT INFORMATION

APPLICATION DATE:

APPLICANT/CONTRACTOR NAME:

PRESIDIO PM/TDR:

APPLICANT PHONE NUMBER:

PRESIDIO PM/TDR NUMBER:

APPLICANT EMAIL ADDRESS:

PRESIDIO PM/TDR EMAIL:

COMPANY NAME:

SITE CONTACT NAME:

COMPANY ADDRESS:

SITE PHONE NUMBER:

CITY/STATE/ZIP CODE:

SITE EMAIL ADDRESS:

SECTION 2: SCOPE OF WORK

PROJECT TITLE:

**PROJECT LOCATION
(BUILDING # & STREET):**

SCOPE OF WORK:

ESTIMATED START DATE:

ESTIMATED COMPLETION DATE:

SITE MAP ATTACHED? YES NO

CONSTRUCTION COST:

TRAFFIC CONTROL PLAN ATTACHED? YES NO

SECTION 3: INSURANCE INFORMATION**3.0 WORKERS COMPENSATION**

The Applicant shall have coverage under (A), or (B) designated below or shall indicate item (C), or (D), or (E), whichever is applicable. If however item (E) is checked, item (D) must be checked as well. Mark the appropriate method of compliance below:

I hereby affirm under penalty of perjury one of the following declarations:

- A.** I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the California Labor Code, for the performance of the work for which this permit is issued.
- B.** I have and will maintain workers' compensation insurance, as required by Section 3700 of the California Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:
- CARRIER:**
- POLICY NUMBER:** **EXPIRATION DATE:**
- C.** The cost of the work to be done is \$100 or less.
- D.** I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California. I further acknowledge that I understand that in the event that I should become subject to the workers' compensation provisions of the Labor Code of California and fail to comply forthwith with the provision of Section 3700 of the Labor Code that the permit herein applied for shall be deemed revoked.
- E.** I certify as the tenant (or the agent for the tenant) that in the performance of the work for which this permit is issued, I will employ a contractor who complies with the workers' compensation laws of California and who, prior to the commencement of any work, will file a completed copy of this form with The Presidio Trust permit bureau.

3.1 COMMERCIAL LIABILITY INSURANCE

I hereby affirm under penalty of perjury one of the following declaration:

I have and will maintain liability insurance of the type required by The Presidio Trust as specified in the contract for the performance of the work for which this permit is issued.

CARRIER:

POLICY NUMBER:

EXPIRATION DATE:

3.2 PROFESSIONAL LIABILITY INSURANCE

I hereby affirm under penalty of perjury one of the following declaration:

I have and will maintain liability insurance of the type required by The Presidio Trust as specified in the contract for the performance of the work for which this permit is issued.

CARRIER:

POLICY NUMBER:

EXPIRATION DATE:

3.3 VEHICLE INSURANCE

CARRIER:

POLICY NUMBER:

EXPIRATION DATE:

SECTION 4: INDEMNITY, WAIVER, CERTIFICATIONS AND ACKNOWLEDGEMENT**4.0 INDEMNITY CLAUSE AND WAIVER**

By acceptance of an encroachment permit, permit Applicant agrees to indemnify, defend and hold the United States, the Presidio Trust, and its directors, officers, and employees harmless from and against any and all claims, damages, losses, liabilities and costs (including without limitation reasonable attorneys' fees, expert witness expenses, litigation costs, and disbursements) relating in any manner, directly or indirectly, in whole or in part to: (a) any act or omission of Applicant or its officers, employees, agents, guests, invitees, licensees, consultants, contractors, or subcontractors, of any tier, including any failure by Applicant to perform under this encroachment permit in a timely and proper manner; or (b) any accident involving death or injury to any person or property occurring or other circumstances existing on or about the premises for which the permit is issued at any time during the term of the encroachment permit due to any cause whatsoever.

Applicant shall promptly assume its defense and indemnification obligations upon written notice from the Presidio Trust, which may participate in the defense of claim at its own expense. Applicant shall not settle any claim without the consent of the Presidio Trust or any other entity which would incur any liability for such claim under or following such settlement, which consent shall not be unreasonably withheld.

Applicant on behalf of itself, its officers, employees, agents, guests, invitees, licensees, and contractor(s) agrees that the Presidio Trust shall not be liable for, and applicant (on behalf of itself, its officers, employees, agents, guests, invitees, licensees, consultants, contractors or subcontractors of any tier) expressly assumes the risk of, and waives, releases and discharges the United States, the Presidio Trust, and its directors, officers, and employees from any and all claims, damages, losses, liabilities and costs (including, without limitation, reasonable attorney's fees, expert witness expenses, litigation costs and disbursements) relating in any manner, directly or indirectly, in whole or in part, to: (a) any act or omission of the Presidio Trust or its directors, officers, employees, agents, guests, invitees, licensees, tenants, or contractors; or (b) any accident involving death or injury to any person or property occurring or other circumstances existing on or about the premises for which this permit is issued at any time during the term of this encroachment permit due to any cause whatsoever; provided, however, that this assumption of risk, waiver, release and discharge shall not apply to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent.

The provision of this indemnification and release shall survive the expiration or earlier termination of this encroachment permit.

4.1 LICENSED CONTRACTOR'S DECLARATION:

If Applicant is a licensed contractor, the following shall apply:

I hereby affirm under penalty of perjury that I am licensed under provisions of chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code and my license is in full force and effect.

LICENSE NUMBER:

LICENSE NAME:

LICENSE CLASS:

STATE ISSUED:

EXPIRATION DATE:

4.2 CERTIFICATION AND ACKNOWLEDGEMENT

I certify that I have read this Application and state that the above information is correct. I agree to comply with all terms and conditions of the encroachment permit and all applicable codes, laws and regulations relating to encroachment, and hereby authorize representatives of the Presidio Trust, to enter the permitted premises for purposes of inspecting any aspect of the encroachment permit. I acknowledge that no inspection performed or not performed by the Presidio Trust here under shall give or be deemed to give the Presidio Trust any responsibility or liability with respect to the work or the prosecution thereof or be deemed a waiver of any of permittee's obligations hereunder or be construed as approval or acceptance of the work or the prosecution thereof or the design or encroachment of the permitted areas.

PERMIT APPLICANT SIGNATURE:

DATE:

ENCROACHMENT CONDITIONS TO APPLICANT

1. No encroachment, road / lane closures or staging outside the boundaries of a construction site may take place until the request has been approved by the Presidio Trust.
2. Please allow ten (10) working days for this request to be processed.
3. The Applicant is responsible for providing traffic flaggers if required by the Presidio Trust.
4. The Applicant shall pay all costs associated with any necessary closures or traffic controls including without limitation hourly compensation for Trust employees involved in the controls or closure.
5. The Applicant accepts full responsibility for any and all impacts of their activities and the activities of any of their tenants (if any), employees, visitors, guests, contractors and sub-contractors of any tier, licensees, invitees, consultants, and/or agents in the Presidio of San Francisco. Applicant agrees to leave the Approved Area and surrounding areas in exactly the same condition at the end of the Term of this Request as they were in prior to the commencement of the Request or to be responsible for the costs of returning the Approved Area and surrounding areas to that condition. Applicant agrees not to bring, place or leave any environmentally hazardous or toxic materials of any kind into the Presidio and further agrees to bear all costs of the removal and/or remediation of all impacts of such materials that may occur through any action of the Applicant and/or any of their tenants (if any), employees, visitors, guests, contractors and sub-contractors of any tier, licensees, invitees, consultants, or agents.
6. Transfer and Assignment – No transfer, assignment, or other grant of any interest, privilege, or license shall be made by the Applicant in connection with this Request. The Trust shall have the right to assign any or all of its rights under this Request.
7. Termination or Suspension – The Trust, in its sole discretion, may terminate or suspend this Request at any time. The Applicant specifically acknowledges the revocable character of this Request. The Trust shall not be liable for any costs, expenses, lost profits, or Applicant investment occasioned by the termination of this Request.
8. Indemnification – Applicant shall indemnify, defend, and hold the United States, the Trust, and its directors, officers, and employees harmless from and against any and all claims, damages, losses, liabilities and costs (including without limitation reasonable attorneys' fees, expert witness expenses, litigation costs, and disbursements) relating in any manner, directly or indirectly, in whole or in part to: (a) any act or omission of Applicant or its tenants (if any), employees, agents, guests, invitees, licensees, visitors, consultants, or contractors or sub-contractors of any tier, including any failure by Applicant to perform each of its obligations under this Request in a timely and proper manner; or (b) any accident involving death or injury to any person or property occurring or other circumstances existing on or about the Approved Area at any time during the term of this Request or any extension thereof due to any cause whatsoever.
9. Applicant shall promptly assume its defense and indemnification obligations upon written notice from the Trust, which may participate in the defense of such claim at its own expense. Applicant shall not settle any claim without the consent of the Trust or any other entity that would incur any liability for such claim under or following such settlement, which consent shall not be unreasonably withheld.
10. Applicant (on behalf of itself, its tenants (if any), employees, agents, guests, invitees, licensees, visitors, consultants and contractors and sub-contractors of any tier) agrees that the Trust shall not be liable for, and Applicant (on behalf of itself, its tenants, employees, agents, guests, invitees, licensees, visitors, consultants and contractors and sub-contractors of any tier) expressly assumes the risk of, and waives, releases and discharges the United States, the Trust, and its directors, officers, and employees from any and all claims, damages, losses, liabilities and costs (including, without limitation, reasonable attorneys' fees, expert witness expenses, litigation costs, and disbursements) relating in any manner, directly or indirectly, in whole or in part, to: (a) any act or omission of the Trust or its officers, employees, agents, guests, invitees, licensees, tenants, visitors, consultants, or contractors and sub-contractors of any tier; or (b) any accident involving death or injury to any person or property occurring or other circumstances existing on or about the Approved Area at any time during the term of this Request due to any cause whatsoever; provided, however, that this assumption of risk, waiver, release, and discharge shall not apply to exempt anyone from responsibility for his own fraud, or willful injury to the person or property of another, or violation of law, whether willful or negligent.
11. The provision of this Section shall survive the expiration or earlier termination of this Request. The indemnification requirements of Applicant are in addition to, and not in limitation of, any insurance carried by Applicant either voluntarily or pursuant to this Request.

12. Insurance – The following insurance shall be obtained and kept in force during the Term of this Request respectively by the Applicant and its contractor (at their sole cost and expense):
- a. Applicant (if an Individual):
 - i. Personal Liability Insurance through one or more primary and umbrella liability policies from an insurer or insurers reasonably acceptable to the Trust against claims for bodily injury and property damage that may occur either within or outside of the Presidio of San Francisco that result from, or are in any way connected with this Request and/or the Applicant's actions and/or those of their tenants (if any), employees, contractors and sub-contractors of any tier, invitees, licensees, visitors, guests, consultants or agents.
 - ii. The liability shall have such limits as the Trust, in its sole discretion, may require, but in any event not less than One Million Dollars (\$1,000,000) each occurrence.
 - b. Applicant (Contractor or Individual's Contractor):
 - i. Commercial General Liability Insurance – Commercial general liability insurance through one or more primary and umbrella liability policies from an insurer or insurers reasonably acceptable to the Trust against claims for bodily injury and property damage that may occur either within or outside of the Presidio of San Francisco that result from, or are in any way connected with, this Request and/or the Applicant's actions and/or those of their tenants (if any), employees, sub-contractors of any tier, invitees, licensees, visitors, guests, consultants or agents.
 - ii. The liability shall have such limits as the Trust, in its sole discretion, may require, but in any event not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate for activities related to this Request.
 - iii. Worker's Compensation and Employer's Liability Insurance – Worker's Compensation Insurance in the statutory amounts and coverages required under worker's compensation, disability and any other applicable laws related to the Approved Area and to the Applicant's activities during the term of this Request, with limits of not less than One Million Dollars (\$1,000,000) for personal injury by accident and One Million Dollars (\$1,000,000) for personal injury by disease, or such higher amounts as may be required by applicable laws.
 - iv. Business Auto Liability – for all owned, non-owned and hired vehicles with a per accident limit of no less than One Million Dollars (\$1,000,000).
 - c. Verification of Coverage – All policies provided for in this Request shall be expressly endorsed to state that coverage shall not be cancelled, non-renewed, or materially changed except after thirty (30) days written notice to the Trust.
 - d. Primary & Non-contributing – Personal Liability and Commercial General Liability insurance required above shall be endorsed to show such coverage is primary and non-contributing to any insurance carried by the Trust.
 - e. Prior to the commencement date of this Request, Applicant shall provide the Trust with original certificate(s) and amendatory endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The certificates shall be standard ACORD form certificates.
 - f. Presidio Trust as Additional Insured – The United States, the Presidio Trust and its officers, directors, and employees shall be named as Additional Insureds on all liability policies required under this Request.
 - g. If a General Contractor or Tenant has an existing contract or development agreement or lease with the Presidio Trust, the insurance requirements in those documents shall supersede the above insurance requirements.
13. An Encroachment Permit is mandatory for any work conducted within a public right-of-way or parking area within Area B or within 10 feet of the Presidio boundary. This applies to, but is not limited to, activities such as road or lane closures, staging outside the designated construction site boundaries, and the use of parking spaces. Furthermore, for all projects located within 10 feet or closer to any historical protected walls, both an Encroachment Permit and appropriate wall protection measures must be implemented and approved.
14. Protection of the Historic Presidio Wall - Prior to conducting any activities within the Approved Area, the Applicant shall install at Applicant's sole cost a protective covering over the top and sides of the Wall along the boundary of the Approved Area as required by Presidio Trust staff. At a minimum, the protection shall consist of ¾" plywood over 2" X 6" horizontal framing over 2" planks and 4" of Styrofoam on the top of the Wall and ¾" plywood over 2" X 4" vertical framing on the north side. Trust staff may specify additional or alternative protective measures if in their sole judgment such measures are warranted. Installation of the protective covering must be approved by the Presidio Trust before use of the Approved Area may begin. Photographs documenting the current condition of the Wall are attached hereto as Exhibit B, consisting of one computer disc. Upon completion of work under this Request, Applicant shall disassemble at Applicant's sole cost the protective covering and remove all equipment and materials from the approved area.