



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

PLANNING REVIEW

N² • DESIGN REVIEW • PERMITTING

EXCAVATION CLEARANCE PERMIT APPLICATION

An Excavation Permit is required for any work involving ground disturbance in Area B or to protect Trust utilities or other Trust assets in Area A or adjacent properties.

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 T/Th: 9-11am
HOURS: 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:

APPLICANT PHONE NUMBER:

APPLICANT EMAIL ADDRESS:

COMPANY NAME:

COMPANY ADDRESS:

CITY/STATE/ZIP CODE:

PRESIDIO PM/TDR:

PRESIDIO PM/TDR NUMBER:

PRESIDIO PM/TDR EMAIL:

SITE CONTACT NAME:

SITE PHONE NUMBER:

SITE EMAIL ADDRESS:

SECTION 2: SCOPE OF WORK

PROJECT TITLE:

PROJECT LOCATION
(BUILDING # & STREET):

SCOPE OF WORK:

ESTIMATED START DATE:

MAXIMUM (DEPTH) EXCAVATION:

EASEMENT ATTACHED? YES NO

ESTIMATED COMPLETION DATE:

SITE MAP ATTACHED? YES NO

SECTION 3: HAUL-OFF VERIFICATION AND SWPPP REQUIREMENTS**3.1 PROJECT HAUL-OFF VERIFICATION:**

Does your project involve a total haul-off of 5 cubic yards of excavated material, debris, or waste?

YES

NO

By selecting "Yes," you acknowledge and agree to retain and submit verified weight tags from approved dump sites to the permitting office as required.

YES

N/A

3.2 SWPPP REQUIREMENT VERIFICATION FOR EXCAVATION PROJECTS EXCEEDING 1 ACRE:

Does your excavation project exceed 1 acre in size, including staging area?

YES

NO

By selecting "Yes," you acknowledge and agree to obtain coverage under National Pollutant Discharge Elimination System (NPDES) permit coverage.

YES

N/A

By selecting "Yes," you acknowledge and agree to implement a Stormwater Pollution Prevention Plan (SWPPP) for the project in compliance with agency requirements.

YES

N/A

By selecting "Yes," you confirm that the SWPPP will be submitted to Planning Review for review and approval prior to the start of excavation activities.

YES

N/A

By selecting "Yes," you will ensure that all necessary erosion and sediment control measures are in place and maintained throughout the excavation process?

YES

N/A

By selecting "Yes," you acknowledge that without an NPDES permit coverage you may be fined at a minimum of \$3,000 per day per permit violation, which could amount to tens of thousands of dollars per day in fines.

YES

N/A

SECTION 4: INSURANCE INFORMATION**4.0 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.

4.1 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:

4.2 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:

4.3 VEHICLE INSURANCE

CARRIER:

POLICY NUMBER:

EXPIRATION DATE:

SECTION 5: INDEMNITY, WAIVER, CERTIFICATIONS AND ACKNOWLEDGEMENT**5.0 INDEMNITY CLAUSE AND WAIVER**

By acceptance of an excavation clearance 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 excavation clearance 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 excavation clearance 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 excavation clearance 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 excavation clearance permit.

5.1 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:

5.2 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 excavation clearance permit and all applicable codes, laws and regulations relating to excavation clearance, and hereby authorize representatives of the Presidio Trust, to enter the permitted premises for purposes of inspecting any aspect of the excavation clearance. I acknowledge that no inspection performed or not performed by the Presidio Trust hereunder 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 excavation clearance of the permitted areas.

PERMIT APPLICANT SIGNATURE:

DATE:

EXCAVATION CONDITIONS TO APPLICANT

1. A site plan **MUST** accompany this application. It is to include excavation locations detailing area, size, quantity, and depth of excavation.
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2. Where shoring and additional support is required, show or describe basic methodology.
3. Presidio Trust owned utility lines will be located by its own utility crews.
4. Contractors and applicants must contact USA North 811 to mark all non-Trust (gas, phone, etc) utilities. Area A and private leased areas such as LDA require independently contracted locating.
5. It is applicants' responsibility to make arrangements with USA North to have markings done prior to any ground disturbance and start of construction.
6. Due to the sensitive resources under stewardship of Presidio Trust, this submittal will be reviewed by Trust resource specialists as well, and additional instructions will be issued with the permit.
7. Unexploded ordnance have been found within the Presidio. Please take all precautions and consult with the Trust's Environmental Health and Safety Officer at 415-561-4141.
8. Please allow ten (10) working days for this Excavation Clearance application to be processed. 10 days is the worst-case standard for most utility projects. Permits for projects that are more simple, like setting posts or installing irrigation take even less time to process. You will be contacted via phone or email when the permit is ready.
9. Applicants/Contractors require proof of an existing Easement and/or Franchise Agreement to work on externally-owned utilities within the park. Contact your project Trust Designated Representative (TDR) if you have questions.