

Construction Permit Application

Start here to apply for a Construction Permit to work on BART controlled property. This includes the temporary or permanent installation of utilities, access needs, laydown areas or other construction related activities.


Primary Construction Company - Permittee

Applicant Type * 

Select your option

Applicant Reference/Work Order No.

Agency/Non-Profit/Company Name * 

Mailing Address of Agency/Non-Profit/Company * 

Applicant's Name * 

Applicant Title

Is the applicant/permittee also performing the onsite construction work? * 

Select your option

Is the person completing this application also the permit signer? * 

Select your option


Applicant Signature * 

☐

Request Details

Target Start Date * 

MM/DD/YYYY

Target End Date * 

MM/DD/YYYY

Estimated Duration

Estimated Project Cost * 

Location of Work:

Nearest BART Station * 

Select your option

Address of Work and/or Cross Streets (if applicable) * 

Parcel Number and County (if known)

Latitude/Longitude (if known)

Scope of Work and other Details: (check all that apply)

Detailed Scope of Work (describe in detail the work requested for this permit) * 

Improvement Type * 

Select your option

Will this work happen at the BART Station or Parking Lot? * 

Select your option

Excavation

☐

Is this application related to another project that already has a BART Permit Number?

Select your option

Is this application the first of multiple applications for the same project? (I.e. Is this a 3-phase project and Bart will receive future applications for each phase of the work?).

Select your option

Wireless/fiber/cable installation or repair, NOT located within the existing BART owned or licensed telecommunication facility.

☐

Wireless/fiber/cable installation or repair, located within the existing BART owned or licensed telecommunication facility.

☐

Type of Construction (check all that apply)

Utility relocation

☐

Overhead conductor replacement

☐

Fiber Optic Pull

☐

Survey/Historical Survey

☐

Directional boring/trenching

☐

New Development

☐

Pothole

☐

Visual Inspection

☐

Entry Access Only

☐

List/Describe type of equipment to be used:

If applicable, where is the conduit/pipe located?

Select your option

Conduit Type

Number of Ducts

Is there buried cable?


Select your option

Surface type to be disturbed (if applicable)


Describe the method of work

Is the proposed work in the BART operating envelope? * 

Select your option

Is the proposed work in the BART Zone of Influence? * 

Select your option


Is the proposed work area within 50 feet (vertical or horizontal) of the Trackway? * 

Select your option


Are BART as-built documents needed to finalize the plans?

Select your option

Parking Requests

Use of BART parking lot requested? * 

Select your option

Does it impact pedestrian, bicycle, bus, or other motor-vehicle circulation to or through stations or station-serving facilities? * 

Select your option

Environmental Review

Specify any changes to existing landscape or irrigation:

Specify any review of CEQA:

Identify any documents and certifications:

CEQA Approval Date: ?

MM/DD/YYYY

Will any excavated materials be transported off permit area?

Select your option

Will work involve fuel or known hazardous material on BART premises?

Select your option

Applicant Submittal Instructions

The application fee and reimbursement for BART staff time shall be calculated per the BART Fee Schedule, effective July 1, 2025. The nonrefundable application fee of \$2,550.00 is due and payable with the submittal of this permit application.

In the event the permit application is withdrawn, the applicant agrees to reimburse BART for the staff time spent to date working on the withdrawn application.

Applicant Agreement * ?

☐

Drawings

Upload the available drawings at time of application, when drawings are updated please upload a new version via the submission page in "My Account".

Click or Drag to Upload


Worksite Maps or Photos

Click or Drag to Upload

Plans and Specs

Click or Drag to Upload

Estimated Project Cost Details

 Click or Drag to Upload

Parking or Station Maps

Parking or Station Maps can be found at BART.gov/stations

 Click or Drag to Upload

Engineering Calculations and Related Documents

 Click or Drag to Upload

Exhibit C - Insurance Requirements from BART

 Click or Drag to Upload

Evidence of Insurance from Applicant

Please upload when requested from BART staff. Please reference Exhibit C for the Insurance Requirements. If additional documents need to be uploaded, please go back to the "Attachments" section and use "Evidence of Insurance from Applicant – Additional Documentation 1, 2, or 3" as needed.

 Click or Drag to Upload

Evidence of Insurance from Co-Applicant

Please upload when requested from BART staff. Please reference Exhibit C for the Insurance Requirements.

 Click or Drag to Upload


Evidence of Insurance from Applicant - Additional Documentation 1

Please upload when requested from BART staff. Please reference Exhibit C for the Insurance Requirements.

 Click or Drag to Upload


Evidence of Insurance from Applicant - Additional Documentation 2

Please upload when requested from BART staff. Please reference Exhibit C for the Insurance Requirements.

 Click or Drag to Upload

Evidence of Insurance from Applicant - Additional Documentation 3

Please upload when requested from BART staff. Please reference Exhibit C for the Insurance Requirements.

 Click or Drag to Upload



Add New Attachments



BART Permit No. A-00.6-OK2501-TEST

OpenGov Record No. TEST-25-01

Activity Code. N/A

Permittee: ABC Construction, Inc.

Contractor (if Applicable):

PERMIT TO ENTER (Temporary Improvements)

Subject to the following covenants, terms, conditions and restrictions, the San Francisco Bay Area Rapid Transit District (hereinafter "District" or "BART") hereby grants permission to **ABC Construction, Inc.** (hereinafter "Permittee") (collectively, the "Parties").

The Permittee submitted an electronic permit application in OpenGov dated January 15, 2025. BART grants Permittee authorization to complete the "detailed scope of work" as provided in the application and described as:

<Scope of Work as described in the Application Form>

Permittee is authorized to complete the scope of work at or near the location identified as 100 9th Street. The nearest BART Station is Lake Merritt (Oakland) (hereinafter "Premises"), as shown on the project plans or worksite map submitted with the OpenGov electronic permit application.

1. Subject to Section 17 below, the term of this permit shall commence on **June 1, 2025** and end **May 31, 2026**, provided, however that at any time during the term, the Permit may be terminated by either party upon thirty (30) days prior written notice to the other party. Said notice shall be sent certified mail, return receipt requested to:

ABC Construction, Inc.
John Doe
111 San Pablo Ave., Oakland CA 94612
jdoe@abc.com
111-111-11111

OR

San Francisco Bay Area Rapid Transit District Real
Estate and Property Management Department 2150
Webster Street, 9th Floor
Oakland, CA 94612
Attention: Department Director

The notice period shall begin to run upon receipt of said notice.

2. The fee for this Permit shall be calculated pursuant to the Fee Schedule uploaded in OpenGov as Exhibit D pursuant to the policy adopted by the BART Board of Directors in Resolution No. 5560. A nonrefundable application fee of **\$2,550** (Fee is waived for Public Agency) shall be paid prior to issuance of this Permit. Reimbursement for the estimated BART staff time required to process this Permit is **\$10,000 (example only)**; this amount shall be paid prior to issuance of this Permit. Permittee will receive a true up debit or credit based on the actual BART staff time required to review the Permit. Any additional fees to reimburse BART for plan review and inspection shall be billed to Permittee and paid to BART within thirty (30) days of the invoice date. A 10% late fee will be assessed on the balance if payment is not received within said 30 days of the invoice date. The late fee will be increased to 20% on the original balance if payment is not received within 60 days of the invoice date. BART reserves all rights to pursue all appropriate remedies to collect outstanding payments and penalties that have not been paid by Permittee within 90 days of the invoice date.

3. Permittee's right to use this area shall be non-exclusive and non-transferable, and shall be for the sole purpose of constructing, maintaining, and using the Improvements. In no event shall District's property be deemed to be a public right-of-way. Overnight parking is prohibited on District's property.

4. Conditions of Use

- a. Permittee shall submit a Detailed Site-Specific Work Plan (SSWP) for BART's review and written approval prior to any use of the Premises and before commencing with construction of any work related to any part of the permanent improvements. **Permittee shall obtain sample SSWPs with instructions from the District's Resident Engineer Jane Doe at (999-999-9999 (jane.doe@bart.gov)).** Track allocation shall be scheduled with **Jane Doe** at least 14 calendar days prior to the work, following the approval of the SSWP.
- b. All work shall be performed during non-revenue service hours following SSWP approval. Track allocation and/or escort requests shall be scheduled with Jane Doe at least 14 calendar days prior to the work.
- c. All work around mainline track requires an approved SSWP and can only be performed during non-revenue service hours. An Employee In Charge (EIC) and Watchperson shall coordinate, be present and provide the Permittee access to the BART tunnel. Permittee shall provide a minimum 48-hour notice for the cancellation of District's support. Permittee shall provide BART with the confirmed work schedule as soon as it is available.
- d. An approved survey and monitoring plan shall be submitted and approved by BART prior to installation of any equipment in the mainline trackway. All surveying installations shall be consistent with this plan.
- e. Permittee shall provide BART with all electronic data gathered when it is available for BART documentation. Monitoring reports shall be submitted to BART in accordance with the monitoring plan.
- f. Any change in scope of this permit shall be subject to a separate amendment.
- g. BART shall not be responsible for any impact to the Permittee's work due to BART operations, acts of God, or the acts of third parties.

5. The cost of repair and any and all losses caused by Permittee's damage to any BART property or facility, or resultant loss of service, shall be at the sole expense of Permittee. Any damage to BART property or facilities shall be repaired or remedied by either Permittee or BART, at BART's discretion, and at Permittee's sole cost and expense. Repairs shall comply with BART Facilities Standards. Permittee agrees to reimburse BART promptly for any such damage.

6. Permittee shall have the duty and agrees to exercise reasonable care to properly maintain District's property pursuant to this Permit, including, but not limited to, removing debris dumped or placed on the Premises during the term of this Permit, from any source, and to exercise reasonable care inspecting for and preventing any damage to any portion of District's property.

7. Permittee acknowledges that said Work constitutes an encroachment upon BART's property and agrees to perform said Work in accordance with and subject to the provisions of this Permit, applicable provisions of the "General Terms and Conditions Relating to Utility Permits" as stated in **Exhibit "B"** attached hereto and incorporated herein by reference, and all applicable state and local laws. Where there is a conflict between the provisions of this Permit and the "General Terms and Conditions Relating to Utility Permits," this Permit shall prevail.

8. Permittee agrees to notify and shall work with the District staff at District Architect & Standards, IDPTOD@bart.gov, at least 14 calendar days prior to any use of the Premises. Should Permittee require any utility hook-ups, Permittee must obtain any and all necessary permits and pay all fees in connection therewith. Permittee shall not perform any work on BART property until all necessary permits, licenses and environmental clearances have been obtained.

9. Permittee shall not (a) use, generate, or store, or allow its employees, contractors or agents to use, generate, or store any Hazardous Materials on the Premises, except for those materials required to perform the Work permitted under this Permit and in compliance with all federal, state and local laws and regulations for the protection of the environment, human health and safety, as now in effect or hereafter amended (hereinafter "Environmental Laws"); or (b) release or dispose of, or allow its employees, contractors or agents to release or dispose of, any Hazardous Materials on the Premises. "Hazardous Materials" are those materials now or hereafter (a) defined as hazardous substances or hazardous wastes pursuant to the Comprehensive Environmental Response, Compensation and

Liability Act (42 U.S.C. section 9601 et seq.) or the Resource Conservation and Recovery Act (42 U.S.C section 6901 et seq.); (b) listed in the Hazardous Substances List, Title 8, California Code of Regulations, G.I.S.O. Section 337-339, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above Code; (c) characterized, regulated or subject to permitting or warning requirements as hazardous or toxic materials, substances, chemicals, pollutants, contaminants or wastes, or as materials for which removal, remediation or disposal is required, under any Environmental Laws; or (d) otherwise posing a present or potential hazard to human health, welfare or the environment.

10. BART shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with any of the requirements in this Permit. This inspection may include, but is not limited to, taking samples of substances and materials present for testing.

11. Permittee shall be responsible for and bear the entire cost of removal and disposal, in compliance with Environmental Laws, for all Hazardous Materials and non-hazardous wastes introduced to the Premises during Permittee's use and possession of the Premises. Permittee shall also be responsible for any remediation on or off the Premises necessitated by such Hazardous Materials or non-hazardous wastes. As used herein, "remediation" includes any investigation or post-cleanup monitoring that may be necessary in compliance with Environmental Laws. For purposes of disposal, Permittee shall be the generator of any such Hazardous Materials and shall provide a generator identification number on manifests for such disposal as required by Environmental Laws.

12. To the extent that any New Environmental Condition is caused by, or any Pre-existing Environmental Condition is contributed to or exacerbated by, Permittee's acts or omissions (including those of its employees, contractors and agents) during its use and possession of the Premises, Permittee shall, at BART's discretion, either (a) perform remediation of such New Environmental Condition or Pre-Existing Environmental Condition, at Permittee's cost and expense, in compliance with Environmental Laws and subject to the approval of a governmental agency with jurisdiction; or (b) indemnify BART against all costs incurred by District in performing remediation of such New Environmental Condition or Pre-Existing Environmental Condition. A "New Environmental Condition" is defined as the release or threatened release of Hazardous Materials on, about, under or emanating from the Premises as of the commencement date of this Permit. A "Pre-Existing Environmental Condition" is defined as the release or threatened release of Hazardous Materials on, about, under or emanating from the Premises prior to the commencement date of this Permit.

13. Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless BART, its directors, officers, agents and employees from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith) arising from the introduction on the Premises of any Hazardous Materials or non-hazardous wastes by Permittee (including its employees, contractors and agents) or from any New Environmental Condition to the extent caused by, or any Pre-existing Environmental Condition to the extent contributed to or exacerbated by, the acts or omissions of Permittee (including those of its employees, contractors and agents) during its use and possession of the Premises.

14. Permittee agrees to assume responsibility and liability for, and defend, indemnify and hold harmless BART, its directors, officers, agents and employees from all claims, demands, suits, losses, damages, injury, and liability, direct or indirect (including any and all costs, fees and expenses in connection therewith), caused by acts or omissions of Permittee, its employees, contractors and agents in connection with the Work done pursuant to this Permit, except to the extent such losses are caused by the gross negligence or willful misconduct of the District.

Permittee agrees at their own cost, expense and risk to defend any and all actions, suits, or other legal proceedings brought or instituted against BART, its directors, officers, agents and employees arising from the acts or omissions of Permittee, its employees, contractors and agents in connection with the Work done pursuant to this Permit, and to pay and satisfy any resulting judgments, settlements or other expenses associated therewith.

15. To the extent that a governmental agency with jurisdiction requires remediation of any Pre-Existing Environmental Condition that is discovered as a result of Permittee's activities pursuant to this Permit, and is not contributed to or exacerbated by the acts or omissions of Permittee, its employees, contractors or agents, Permittee shall, at BART's discretion, either (a) perform remediation of such Pre-Existing Environmental Condition, at Permittee's cost and expense, in compliance with Environmental Laws and subject to the approval of a governmental agency with jurisdiction; or (b) indemnify BART against all costs incurred by BART in performing remediation of such Pre-Existing Environmental Condition.

16. Permittee agrees that no easement, lease, or other property right is acquired by Permittee through this Permit.

17. Upon any use of BART property by Permittee other than that authorized by this Permit, or upon failure of the Permittee to conform to any of the terms and conditions of this Permit, BART may terminate this Permit immediately.

18. Insurance shall be provided by Permittee as uploaded in OpenGov as Exhibit C, and incorporated herein by reference. Insurance shall be approved by BART's Insurance Manager prior to any use of the Premises.

19. Permittee shall comply with the federal Clean Water Act of 1977 and all laws, ordinances, rules, and regulations applicable to the Project ("Applicable Law") including, without limitation, any building, zoning or environmental laws, including applicable Storm Water Pollution Prevention Plans ("SWPPP"). Permittee shall provide any notice(s) required by any Applicable Law. Permittee is responsible for identifying and implementing California Stormwater Quality Association (CASQA) Best Management Practices (BMPs) to prevent pollutant discharges to the storm drain system. Permittee shall not perform any work on BART property until all necessary permits, licenses and environmental clearances have been obtained.

20. Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when there exist copies hereof which, when taken together, bear the authorized signatures of each of the parties hereto. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Permit.

21. In the event the Permittee withdraws its Permit application, Permittee agrees to reimburse BART for staff time spent to date working on the withdrawn application.

22. As required by public jurisdictions with authority, the Permittee must also obtain authorization for this project from the city, county, state, or other public entities.

San Francisco Bay Area Rapid Transit District

Sign: _____ Date: _____
Print Name: Joseph M. Basuino
Title: Director, Real Estate and Property Management

ACCEPTED BY PERMITTEE

Sign: _____ Date: _____
Print Name: John Doe
Title: Senior Project Manager

A-00.6-OK2501-TEST



SAN FRANCISCO BAY AREA RAPID TRANSIT

GENERAL TERMS AND CONDITIONS RELATING TO UTILITY PERMITS

EXHIBIT B

All Utility Permits issued by the San Francisco Bay Area Rapid Transit District to privately and publicly owned utilities relating to poles, wires, cables and other overhead structures, pipes, conduits, manholes and other miscellaneous underground facilities, railroad crossings, storm drains, flood control and minor work are subject to the following General Terms and Conditions contained herein as well as the specific conditions set forth on the face of the Permit.

1. DEFINITION:

Each Utility Permit (hereinafter referred to as "Permit") is issued by the San Francisco Bay Area Rapid Transit District (hereinafter referred to as BART) by the Manager of Real Estate Services.

Applicant (hereinafter referred to as "Permittee") understands and agrees that except as otherwise provided, all Permits issued by BART are subject to the terms and conditions contained herein.

2. REVOCABILITY AND MODIFICATION:

Any Permits issued hereunder are revocable upon thirty (30) days written notice by BART, and the terms and conditions thereof shall be subject to modification by BART at any time. Any Permit is revocable immediately in the event of any use other than that authorized by the Permit, or upon failure of the Permittee to conform to any of the terms and conditions of the Permit.

3. NEW WORK PERFORMED ON EXISTING PERMIT:

No new work can be initiated by a Permittee based upon a prior Permit unless that Permit specifically sets forth the nature and method of such future work at the time of the original approval and if the prior Permit has not expired.

If occupation of BART right-of-way is under easement or previous agreement with BART, new installations and work must be applied for to provide BART with notice and record of new work, and for inspection and approval by BART relating to construction and safety procedures. All prior rights shall be fully protected in such cases.

4. ACCEPTANCE OF PROVISIONS:

It is understood and agreed by Permittee that doing any work under a Permit shall constitute an acceptance of the terms and conditions contained herein except as otherwise specifically provided in the Permit.

5. NO PRECEDENT ESTABLISHED:

It is understood and agreed by Permittee that approval of a particular action under a Right of Entry or Permit shall not establish a precedent for similar future requests by Permittee.

6. NOTICE PRIOR TO STARTING WORK:

Before starting work on which full inspection is required in the Permit, the Permittee shall notify BART's Special Services Section in writing fourteen days in advance of the day work is to begin. Five days notice shall be given on Permits where partial inspection is specified.

7. PERMIT AT SITE OF WORK:

The Permit or a copy thereof shall be available at the site of the work and must be shown to any representative of BART on demand.

8. PERMITS FROM OTHER AGENCIES:

The party or parties to whom a Permit is issued shall, whenever the same is required by law, secure the written order or consent to any work under a Permit from the Public Utilities Commission of the State of California or any other public agency having jurisdiction and any Permit shall not be valid until such order or consent is obtained.

9. PROTECTION OF TRAFFIC WHEN APPLICABLE:

Adequate provisions shall be made for the protection of the traveling public when construction affects cross streets along BART right-of-way. Warning signs, lights, safety devices and other measures required for the public safety shall conform to requirements of the Vehicle Code.

10. RAIL CLEARANCE AT OR NEAR GRADE:

No construction material shall be stored, nor equipment parked within 10 feet, measured at right angles, from the outer edge of the BART aerial structure or BART right-of-way fence, whichever is greater. Construction equipment operating adjacent to BART tracks or facilities shall be so situated and restrained so as not to fail in a manner that would potentially damage BART facilities or to interfere with BART's operating envelope. Any activity within 10 feet, measured at right angles, of BART's aerial structure or rail shall be conducted during non-revenue service hours and shall be subject to Track Allocation clearance.

11. LIMIT OF EXCAVATION AT OR NEAR GRADE:

No excavation is to be made closer than 10 feet, measured at right angles, from the edge of rail except as specified in the Permit. Depth of excavation shall be subject to inspection and approval by BART's Special Services Section.

12. STANDARDS OF CONSTRUCTION:

All work performed within BART right-of-way shall conform to Civil and Structural Design Criteria, latest revision, by this reference made a part hereof.

13. APPROVAL BY BART:

All work shall be subject to inspection and approval by BART. The type of inspection will be specified in each Permit.

14. CLEAN UP OF RIGHT-OF-WAY:

Upon completion of the work, the right-of-way shall be left in the same condition as existed before work started.

15. MAINTENANCE:

Permittee agrees, by acceptance of a Permit, to exercise reasonable care to properly maintain any installation placed in BART right-of-way and to exercise reasonable care in preventing damage to any portion of right-of-way or to BART's facilities as a result of work done under a Permit.

16. RESTORATION:

Within 30 days of the expiration or earlier termination of a Permit, Permittee shall, at its sole expense, restore to its former condition any portion of the right-of-way or of any BART facility which has been disturbed by Permittee, except as provided otherwise in the Permit. Restoration shall include, but not be limited to, removal of improvements, equipment, materials, debris, and the like, and repair of any damage. If Permittee fails to restore BART property as required herein, BART may perform such restoration at Permittee's sole expense.

17. CARE OF DRAINAGE:

If the work contemplated in any Permit interferes with established drainage, provision shall be made by Permittee to re-establish equal drainage conditions as may be directed by BART, at Permittee's sole expense.

18. SUBMISSION OF PLANS:

For installation of all underground facilities and surface work, Permittee shall submit for approval a plan showing location and details with its application. Three sets of as-built plans shall be filed with BART upon completion and approval of work. Any substantial change from plans submitted with the application must be approved by BART prior to commencement of work.

19. EXPENSE OF INSPECTION, PREPARATION, AND ADMINISTRATION:

On installations made under request of Permittee which require the presence of any employee of BART as inspector, the cost of such inspection during the work shall be paid by Permittee upon presentation of bills therefor. In addition, Permittee agrees to promptly pay BART for costs involved in the preparation, administration and processing of the Permit and its provisions upon presentation of bills therefor per the fee schedule in Resolution No. 4515, adopted by the District's Board of Directors.

20. LIABILITY FOR DAMAGES:

Permittee agrees to assume responsibility and liability for all damage, loss or injury of any kind or nature whatever to persons or property, caused by or resulting from or in connection with work done by Permittee under a Permit or which may arise out of failure on Permittee's part to perform their obligations under any Permit. In the event any claim of such liability is made against BART, or any department, officer, or employee thereof, Permittee shall defend, indemnify and hold them, and each of them harmless from such claim, and pay and satisfy any resulting judgments. At its sole discretion, BART may require that Permittee obtain a bond and/or insurance in connection with the Permit.

21. FUTURE MOVING OF INSTALLATIONS:

It is understood by Permittee that whenever BART construction, re-construction or maintenance work on BART right-of-way may be required, and upon request by BART, the Permittee's installation shall be immediately moved by and at the sole expense of Permittee except as otherwise provided for by a specific Permit provision.

22. ROUTINE MAINTENANCE OF PERMITTEE'S FACILITIES:

Permittee may perform routine work maintenance on Permittee's facilities in accordance with the Terms and Conditions set forth in the Permit. It will be necessary to provide fourteen days' prior written notice, unless otherwise stated, to BART's Construction Liaison prior to commencing any work within the property boundaries of BART. In emergencies, the Permittee shall notify BART's Construction Liaison by telephone and then follow up by confirming letter relating to the emergency and the disposition of the emergency.

23. PIPES, CONDUITS AND MISCELLANEOUS FACILITIES:

BART's Civil and Structural Design Criteria, latest revision, sets forth specification for installation and maintenance of all underground facilities within BART right-of-way. In addition to BART criteria, all installation and maintenance procedures by Permittee shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California. When abandonment of facilities is contemplated, Permittee shall notify BART.

24. POLES, WIRES, CABLES AND OVERHEAD STRUCTURES:

Poles shall be located as specifically directed in the Permit. In addition to BART's Civil and Structural Design Criteria, latest revision, all clearances and types of construction shall be in accordance with the applicable orders of the Public Utilities Commission of the State of California. Whenever it is necessary to secure permission from abutting property owners, such authority must be secured by Permittee prior to commencing work. Where removal of old poles, guys and stubs is necessary, the entire length of the abandoned pole, guy or stub shall be removed from the ground and the hole backfilled and thoroughly tamped.

25. CLEARANCE OF TREES:

All new pole line construction must allow sufficient vertical clearance for trees 40 feet in height. At locations where growing trees are in place, or Permittee's facilities are already in place, normal construction standards may be followed at the option of Permittee with the ultimate provision to clear a 40- foot tree. Protected cable, tree wire, or plastic tree wire guards may be used on telephone lines through trees provided neither the tree nor its appearance will be damaged. No guy wires are to be attached to trees or BART structures.

26. TRIMMING OF TREES:

Trimming of trees will be permitted only where specifically stated in a Permit. Except when specifically authorized in the Permit, removal of trees will generally be prohibited since all trees within BART right-of- way have been placed as landscaping. Permittee shall be required to conduct tree trimming at no cost to BART. In general, only light trimming of branches two inches or less in diameter will be permitted. The shapeliness of the trees must be preserved. If the permit requires inspection by BART during progress of the work, the cost of inspection shall be borne by the Permittee.

27. SERVICE CONNECTIONS:

These terms and conditions do not authorize installation of utility service connections within BART right-of- way regardless of location of Permittee's facilities. All such service connections or excavations to abandon services must be covered by individual Permits.

EXHIBIT "C"

Permit No. *SAMPLE TEMPLATE*****

Permittee:

Description of Work:

Location:

INSURANCE

At all times during the life of this Permit, or as may further be required by this Permit, Permittee at its own cost and expense, shall provide the insurance specified as follows:

1. Evidence Required

At or before execution of this Permit, Permittee shall provide District with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that Permittee's insurance complies with this Article, including a copy of all required endorsements. Permit number [ENTER NUMBER] shall be included in the space provided on the standard Certificate of Insurance form provided.

2. Notice of Cancellation, Renewal, Reduction or Material Change in Coverage.

All policies shall be endorsed to provide District with thirty (30) days prior written notice of any cancellation, reduction or material change in coverage. Notices shall be sent to the Director of Risk Management & Insurance, San Francisco Bay Area Rapid Transit District, P. O. Box 12688, Oakland, California 94604-2688. The Permittee shall annually submit to the District's Department Manager, Insurance, certifications confirming that the insurance required has been renewed and continues in place (if required).

3. Qualifying Insurers

All policies shall be issued by California admitted companies which hold a current policy holders alphabetic and financial size category rating of not less than A:VIII according to Best's Insurance Reports.

4. Insurance Required

A. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits of not less than Three Million Dollars

(\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate as applicable.

- 1) Coverage shall include:
 - a) Premises and Operations;
 - b) Products/Completed Operations;
 - c) Broad Form Property Damage;
 - d) Blanket contractual liability coverage;
 - e) Personal Injury liability; and
 - f) Cross-Liability and Severability of Interests.
 - g) Independent Contractors Liability; and
 - h) Explosion, Collapse and Underground (XCU) *
 - 2) Such insurance shall include the following endorsements:
 - a) Inclusion of District, its directors, officers, representatives, agents and employees as additional insured as respects to Permittee's ongoing and completed operations in connection with this Permit;
 - b) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of District will be called upon to contribute to a loss.
 - c) Waiver of Subrogation Endorsement in favor of the District, its directors, officers, representatives, agents and employees.
 - 3) For all applications involving construction or demolition work within 50 feet, vertically or horizontally, of the BART trackway and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing, the General Liability Insurance must not exclude coverage therein.
- B. Automobile Liability for bodily injury (including death) and property damage which provides a coverage limit of at least One Million Dollars (\$1,000,000) combined single limit per occurrence applicable for all owned, non-owned and hired vehicles.
- 1) Coverage shall be endorsed to include the following:
 - a) Inclusion of the District, its directors, officers, representatives, agents and employees as additional insureds as respects services or operations in connection with this Agreement.
- C. Statutory Workers' Compensation and Employer's Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employer's Liability coverage for all employees engaged in services or operations under this Permit. The policy shall include broad form all-states/other states coverage. Coverage shall be specifically endorsed to include

the insurer's waiver of subrogation in favor of the District, its directors, officers, representatives, agents and employees. Should any such work be subcontracted, Permittee shall require each subcontractor of any tier to similarly comply with this Article, all in strict compliance with federal and state law.

- D. Railroad Protective Liability for bodily injury (including death), property damage, and physical damage, including loss of use thereof, to railroad property with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate annually applicable to all operations of Permittee and its contractors or subcontractor(s) within 50 feet vertically or horizontally of BART's trackway. BART shall have the right to approve of the policy wording. The named insured shall be San Francisco Bay Area Rapid Transit District. Prior to commencing work or entering BART property, Permittee or its contractor shall file the original copy of the policy with BART's Department Manager, Insurance. This coverage shall be maintained for the term of this Agreement (Permit).

5. Special Provisions

- A. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by District is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this Permit, including but not limited to the provisions concerning indemnification.
- B. The District acknowledges that some insurance requirements contained in this article may be fulfilled by a funded self-insurance program of the Permittee. However, this shall not in any way limit liabilities assumed by the Permittee under this Permit. Any self-insurance program must be approved by the District.
- C. Should any of the work under this contract be subcontracted, the Contractor shall require each of its Subcontractors of any tier to provide the aforementioned coverages, OR the Contractor may insure the Subcontractor(s) under its own policies.
- D. District reserves the right to terminate or suspend the Permit in the event of non-compliance with the insurance requirements of this Article. In no event shall any suspension entitle Permittee to an extension of the term of the Permit specified in this Article.

* (Note: XCU coverage (Section 4.A.1.g); Transport of hazardous material or hazard-containing material (Section 4.B.1); and Pollution Liability Insurance (Section 4.D)

are only required when applicable (excavation, borings, etc.). Coverage limits may be increased, at the discretion of the District's Risk Manager, relative to risk involved).

FY 2026 BART FEE SCHEDULE
PERMITS, EASEMENTS, SPECIAL EVENTS & PLAN REVIEW

Effective Date is 7/1/2025

	APPLICANT	APPLICATION PROCESSING FEE (See Note 1)	AS-BUILT DEPOSIT (See Note 4)	AVERAGE HOURLY STAFF RATE	INSPECTION FEE (See Note 1)	CEQA REVIEW FEE (See Note 1)
PERMITS	CONSTRUCTION, WIRELESS AND UTILITY					
	Public Agency	None. (See Note 2)	\$2,500 - \$5,000	\$220.00/hr – 2 hour min.	\$220.00/hr – 2 hour min. 4 hour min. after BART business hours (if needed)	\$220.00/hr (See Note 3)
	All Others	\$2,550.				
EASEMENTS	PROPERTY INTEREST REQUESTED (BOARD APPROVAL REQUIRED)					
	Public Agency	None. (See Notes 2 and 5)	\$2,500-\$5,000	\$220.00/hr – 2 hour min.	\$220.00/hr 2 hour min. 4 hour min. after BART business hours	\$220.00/hr (See Note 3)
	All Others	\$2,470 plus value of property interest. (See Note 5)				
PLAN REVIEW ONLY	PROJECTS ADJACENT TO BART RIGHT OF WAY					
	Public Agency	None (See Note 2)	None	\$220.00/hr – 2 hour min.	None	\$220.00/hr (See Note 3)
	All Others	\$2,550		\$220.00/hr – 2 hour min.		
SPECIAL EVENTS	All	\$970 per day + additional operational costs such as police services, if needed.		N/A		N/A

- Note 1

This fee schedule will be amended at the beginning of each fiscal year pursuant to Board Resolution No. 5560, adopted by the Board on June 8, 2023. Reimbursement of staff time is based on the fees in effect when staff time is charged. The rate for staff time is a calculated average.
- Note 2

Pursuant to Government Code Section 6103, public agencies are exempt from administrative application fees. Reimbursement of staff time for plan review and inspections is not exempt (Government Code Section 6103.7).
- Note 3

BART is subject to the California Environmental Quality Act (CEQA) in granting entitlements for use. In addition to the hourly fee for environmental review and for preparation of any required documentation by BART, applicants will be responsible for reimbursing BART for any applicable filing fees.
- Note 4

The as-built deposit is \$2,500.00 for projects less than \$250,000.00 and is \$5,000.00 for projects of \$250,000.00 or more. Deposit to be reimbursed upon submittal of accepted as-built to BART, submitted within 180 days of permit expiration.
- Note 5

Entities seeking a property interest are required to present a fair market value, by a qualified appraiser, offer with appropriate documentation, which will be reviewed by BART Staff. If documentation is not provided or deemed insufficient, entity must reimburse BART for cost of appraisal. BART’s Transit-Oriented Development projects are subject to separate negotiation.
- Note 6

Station retail, expressive activity, and film/photo/video permits are handled separately of this schedule. Events impacting BART operations may be charged additional fees and/or a deposit will be required to offset additional BART costs.
- Note 7

A time extension or amendment for an existing permit may be granted by BART for a fee of \$850 at BART’s discretion.