



THE CITY OF ASPEN

CITY OF ASPEN ENGINEERING DEPARTMENT
TEMPORARY ENCROACHMENT LICENSE
APPLICATION CHECKLIST

This checklist has been provided to serve the applicant as a reminder to include all required documents and application processing fees. **Incomplete applications will not be accepted.**

- Completed Application Form (*do not leave blank spaces*).
- Obtain and sign "Affidavit of Insurance Coverage", this document is attached.
- A **nonrefundable** application review fee of **\$401.70**, in cash, credit card, or check issued to the City of Aspen to be submitted with application. Do not combine fees.
- Space lease payment for the occupied/restricted right-of-way at the rate of \$6.93/SF per month in the commercial core, \$4.20/SF per month outside of the commercial core and in residential areas and must be included for the duration of the license for commercial operations including construction, remodeling, restaurants, home/business and temporary short-term construction easements for landscaping work, retaining wall construction or replacement, etc. Five day minimum for payment.
$$(\$ \times \text{SF} \times 12 \text{ month} \div 365 \text{ days} \times \# \text{ of days} = \text{Cost of Lease})$$
- Professionally drawn detailed traffic management plan, prepared by a certified traffic control supervisor (TCS) or traffic engineer. This plan includes protection devices for trees and notifications to all emergency service authorities.
- Applications must be accompanied by an attached, accurately drawn "**Scaled Plan**" of the site on 8 ½" x 11" OR 11" x 17" sheets of paper. The plan shall indicate the requested area to be encroached with square footage of land lease and parking locations (if requested), abutting property lines, abutting property addresses, and abutting street names.
- Contact *City of Aspen Parking Department* to arrange for any parking spaces. (970-920-5267)
- Please allow five (5) business days for review.
Permit must be posted on jobsite.



City of Aspen

130 South Galena Street, Aspen, Colorado 81611
Phone (970) 920-5080 Fax (970) 920-5440

Temporary Encroachment Permit

THE CITY OF ASPEN

PERMIT NO. _____

Project Address:		Master Building Permit #:
Owner :	Owner's Mailing Address:	Owner's Phone:
Applicant:	Applicant's Email Address:	Applicant's Phone:
Contractor:	Contractor's Email Address:	Contractor's Phone:

Item of Encroachment: (Circle One)	Dumpster	Crane	Trailer	Other: _____
Location of Encroachment: (Circle One)	Sidewalk	Alley	Street	Other: _____

Purpose of Encroachment:	Description of Encroachment:

Requested Land Lease Square Feet:	Dates of Land Lease:

A Temporary Revocable License is hereby granted to Licensee to occupy, maintain and utilize the above described portion of public Right of way for the purposes described. This license is granted for a specific use and within a specified term as checked above, subject to being terminated at any time and for any reason at the sole discretion of the City Engineer of the City of Aspen. This license shall be subordinate to the right of City of Aspen to use said area for any public purposes

Unless the property that is the subject of this license agreement is covered by a homeowner's insurance policy, Licensee shall at all times during the term hereof, carry public liability insurance for the benefit of the City as per the signed "Affidavit of Insurance Coverage". All insurance policies that are maintained pursuant to this agreement shall contain the following endorsement: **It is hereby understood and agreed that this insurance policy may not be canceled by the surety until thirty (30) days after receipt by the City, by registered mail, of a written notice of such intention to cancel or not to renew.** Licensee agrees to indemnify and hold harmless the City of Aspen, its officers, employees, insurers, and self-insurance, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, death, property loss or damages, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this license, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or part by the act, omission, error, professional error, mistake, negligence, or other fault of licensee. Licensee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claim or demands at the sole expense of the licensee or, at the option of the City of Aspen, licensee agrees to pay City of Aspen or reimburse City of Aspen for the defense costs incurred by the City of Aspen in connection with, any such liability, claims, or demands. The licensee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent. T Aspen for loss or damage to the improvements constructed within the encroachment area.

The City of Aspen may terminate this license at any time and for any reason. Upon termination, Licensee shall at Licensee's expense, remove any improvements or encroachments from said property. The property shall be restored to a condition satisfactory to The City of Aspen.

Licensee is responsible for the maintenance and repair of the public right of way, together with improvements constructed therein, which The City of Aspen, in the exercise of its discretion, shall determine to be necessary to keep the same in a safe and clean condition. Under these circumstances, the Licensee shall restore the right-of-way under the encroachment to its original or better conditions immediately and in accordance with the latest Engineering Department standards for improvements of Public right of way.

Owner / Applicant's Signature:	Print Name:	Date:

For Office Use Only:

Approved		STAMP OF JUDGEMENT
Land Lease:		
In Core Land Lease Square Feet		
Days of Land Lease In Core		
Outside Core Land Lease Square Feet		
Days of Land Lease Outside Core		



THE CITY OF ASPEN

The City of Aspen Engineering Department
130 S. Galena Street
Aspen, Colorado 81611
(970) 920-5080

AFFIDAVIT OF INSURANCE COVERAGE

This affidavit must be completed and on file with the City of Aspen Engineering Department before any Encroachment permit will be issued.

Company Name (please print)

Street Address

City

State

Zip Code

I, _____ hereby swear or affirm that I will carry employee and public liability insurance with minimum limits of not less than \$150,000 per person and \$600,000 per occurrence, or as specified by Section 24-10-114, C.R.S, and property damage insurance with a minimum limit of not less than \$150,000 for any single occurrence at the time I perform any construction activities in the City of Aspen. The City of Aspen shall be named as co-insured on the policy. I also agree to produce proof of such insurance whenever the City of Aspen requests.

Signature

Date

By signing the above I understand and agree with the fore mentioned statement.