

TOWN OF CRESTED BUTTE

BUILDING RELOCATION PERMIT 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 ***refundable*** bond of **\$1000**, in cash or check issued to the Town of Crested Butte to be submitted with application. Do not combine fees.
- Traffic management plan. This plan includes vehicular and pedestrian traffic, protection devices for trees and notifications of all emergency service authorities.
- Applications must be accompanied by an attached, accurately drawn "*Scaled Map*" of the site on 8 ½" x 11" OR 11" x 17" sheets of paper. The plan shall indicate the building relocation movement through town.

Please allow five (5) business days for review. **Permit must be posted on jobsite.**

A temporary permit (this permit) is hereby granted to Owner to occupy, to transport through Town on public right -of-way for the purposes described above. This permit is granted for a specific use and within a specified term as checked above, subject to being terminated at any time for any reason at the sole discretion of the Town. This Permit shall at all times be subordinate to the right of the Town to use said area for any public purpose.

The Town hereby grants to Owner a temporary Building Relocation license (the "License") to construct, keep and maintain the improvements as described in Exhibit "A" (the "Improvements") attached hereto on public property in the location set forth on Exhibit "B" attached hereto. The License term shall be for ____ or until the Town determines that the Improvements must be removed in order to make the public property available for public use or for such other reason as determined by the Town in its sole discretion, including, without limitation, its breach of any term of this Permit.

Owner assumes the risk of damage to the Improvements and agrees to repair any damage to the public property, Town property and any third party's property arising from or relating to Owner's use of public property. Additionally, Owner assumes all risk of damage to property or injury to persons, including death, in connection, whether directly or indirectly, with the License and the Improvements. In the event of any such damage or injury, Owner agrees to pay all costs related thereto, including, without limitation, reasonable attorneys' fees.

Owner agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, employees, insurers, insurance pools, contractors, agents and attorneys, from and against any and 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, that arise out of or are in any manner connected with this Permit, 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 Owner. Owner agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claim, or demands at the sole expense of Owner; or, at the option of the Town, Owner agrees to pay or reimburse the Town for the defense costs incurred by the Town in connection with any such liability, claims or demands. Owner agrees to bear all other costs and expenses related thereto, including, without limitation, court costs and attorneys' fees, whether any such liability, claims or demands alleged are groundless, false or fraudulent. Owner also agrees to reimburse the Town for loss, costs or damage to all impacted improvements constructed within the Permit encroachment area.

The Town may terminate this Permit at any time and for any reason at the sole discretion of the Town. Upon such termination, Owner shall, at Owner's expense, remove any Permit improvements or encroachments from said public right-of-way. The public right-of-way shall be restored to a condition satisfactory to the Town.

Owner is responsible for the maintenance and repair of the public right-of-way, together with Permit improvements constructed therein, which the Town, in the exercise of its discretion, shall determine to be necessary to keep the same in a safe and clean condition. Owner shall restore the right-of-way under the Permit encroachment to its original or better conditions immediately and in accordance with the latest Town standards for improvements of public right-of-way. Owner acknowledges and agrees that this Permit is issued with the specific understanding that it is subject to the terms and conditions of the Crested Butte Municipal Code, including Chapter 11, Article 2 thereof.

Owner / Agent's Signature

Print Name:

Date:

For Office Use Only:

Approval Conditions:



Date	Applicant	Permit #
BOZAR Approval		

BUILDING RELOCATION PERMIT

Town of Crested Butte Building Department
 PO BOX 39, Crested Butte, CO 81224
 (970) 349-5338
 building@crestedbutte-co.gov

JOB ADDRESS		LEGAL: BLOCK & LOT
PROPERTY OWNER	TELEPHONE	MAILING ADDRESS
CONTRACTOR	TELEPHONE	EMAIL
ARCHITECT	TELEPHONE	EMAIL
ENGINEER	TELEPHONE	EMAIL

USE TYPE:	ZONE:	OCCUPANCY:
PROJECT DESCRIPTION:		WORK IN ROW?

FEE TYPE	AMOUNT	DATE PAID
BOND DEPOSIT (\$1000 FULLY REFUNDABLE)		

This permit is issued on: _____
 Date

by: _____
 Building Inspector



DATE	APPLICANT	PERMIT#

BUILDING RELOCATION PERMIT CONTRACT AGREEMENT
Town of Crested Butte Building Department
PO BOX 39, Crested Butte, CO 81224
(970) 349-5338
building@crestedbutte-co.gov

This building permit shall become null and void if construction is not commenced within 180 days of the date of issuance. The building permits shall expire one year after the date of issuance and all construction must be completed prior to the expiration of the permit; provided however that the building inspector may renew the building permit for an additional six-month period for good cause shown and without additional cost to the applicant. Occupancy of the premises prior to a certificate of occupancy being secured from the Crested Butte Building Department is not allowed and shall constitute a violation of the building code and municipal code and is subject to penalties prescribed by law.

I certify that I have read and examined this permit and set of instructions and that all information in the application is true and correct. All provisions of the currently adopted International Building Codes, International Fire Code, Electric and Plumbing codes and applicable provisions of the Town of Crested Butte Historic Preservation and Architectural Control ordinance will be complied with whether specified herein or not. The granting of permit does not presume to give authority to violate or cancel provisions of any other state or local regulation construction or the performance of construction.

Initial _____

I certify that I understand that all construction and uses must conform to the plans and approvals granted by the Crested Butte Board of Zoning and Architectural Control and Building Department. Any changes to the approved plans must be submitted to the Town for approval prior to implementation in the field. Failure to do this may result in a stop work order, denial of certificate of occupancy, and charge of additional fees related to the unauthorized changes. A fee of \$250 will be deducted from the performance deposit on the project for each deviation from the approved architectural plans.

Initial _____

I certify that I understand that all fees paid relative to this permit are based on the cost estimate provided by myself or by a formula authorized by the municipal code. I understand that I will be required to provide all actual receipts and invoices relative to the building costs of the project at the end of the project and that the fees will be adjusted to reflect the actual costs. This may result in the refunding of fees by the Town or may result in additional fees being due which I agree to pay or have deducted from deposits held relative to the project.

Initial _____

Further I understand that the violation of any of the provisions previously set-forth shall be deemed a misdemeanor and upon conviction of any violation I shall be punishable by a fine of not more than \$1000 per day, or by imprisonment for not more than 90 days, or by such fine and imprisonment for each and every day that the violation is committed, continued or permitted.

Signature _____ (as before on Building Permit) Date _____



Town of Crested Butte
SPECIAL TRANSPORT PERMIT

Owner Authorized _____

Representative Address _____ City _____ State _____ Zip _____

Phone # _____ Emergency Phone # _____ Email _____

VEHICLE DESCRIPTION

If a fleet, how many vehicles will be included on this permit: _____

Height of Vehicle: _____

Width of Vehicle: _____

Weight of Vehicle: _____

Number of Axles: _____

LEGAL LOAD LIMITS

(Maximum Weights are Total Gross Weights o-f Vehicle and load)

Maximum weight on any one axle (with low pressure tires) 20,000 lbs.

Maximum gross vehicle weight on any vehicle combination is 85,000 lbs.

$W = (L \text{ plus } 40) \times 1,000$

W being gross vehicle weight, L being distance in feet between first and last axle in ft.

Maximum height (Total distance from ground to top part of load) 13 ft.

Maximum width 8 ft 6 in.

Maximum length, any combination of vehicles 70 ft.

NO OVERHEAD PERMITS: YOU ARE RESPONSIBLE TO CHECK ALL LOW OVERHEAD STRUCTURES

ROUTE DESCRIPTION

Starting From: _____

City Streets Used: _____

Final Destination of Vehicle: _____

Traffic Control Plan Approved: _____

OPERATION DESCRIPTION

Date(s) of Operation: Start _____ Finish _____

Hour(s) of Operation: Start _____ Finish _____

ADDITIONAL PERMIT CONDITIONS

Owner, by and through its Authorized Representative, agree to comply with the Additional Permit Conditions attached hereto as Exhibit "A." The Additional Permit Conditions are deemed incorporated herein.

I hereby certify that the above information is provided to the best of my knowledge to be accurate and representative of the proposed scope of work. Further herby certify that I have read and understand the provisions of Chapter 8, Article 5, Vehicle Weight Limits of the Town of Crested Butte Municipal Code, as they apply to this Special Permit

Owner/Authorized Representative (print name) Date

Owner/Authorized Representative (signature)

BELOW FOR OFFICE USE ONLY

Approved by: _____ Date: _____

Permit Fee: _____ Type of Permit(s): _____

Permit Expires: _____

Conditions of Approval

Every such permit shall be carried in the vehicle or com bi nation of vehicles to which it refers and shall be open to inspection by any police agent or authorized agent of any authority granting such permit.

AFFIDAVIT OF INSURANCE COVERAGE

This affidavit must be completed and on file with the Town of Crested Butte Finance department before any Temporary Encroachment Permit will be issued.

Owner (please print)	Street Address	City	State	Zip Code
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Owner shall obtain and maintain the following insurance in connection with activities with the activities contemplated in the Permit from the date of issuance thereof. Insurance coverage shall be with companies licensed to do business in Colorado and having an A.M. Best's Rating of at Least "A," "Class VII," and must include the following:

(a) 1. Workers' Compensation and Employers' Liability

State of Colorado: Statutory

Applicable Federal: Statutory

Employer's Liability: \$100,000 Each Accident

\$500,000 Disease-Policy

\$100,000 Disease-Each Employee

Waiver of Subrogation

2. Commercial General Liability

Bodily Injury & Property Damage General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)

a) Each Claim/Loss: \$1,000,000

b) Aggregate: \$1,000,000

4. Commercial Automobile Liability Limits

a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000

b) Medical Payments per person \$5,000

c) Uninsured/Underinsured Motorist \$100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

(b) Insurance required by this Permit shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Permit shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of the Permit and for such a period of time so as to cover the exposures of the parties described in the Permit and shall protect Owner, its agents, employees, contractors and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Owner, its agents, employees, contractors and representatives in the performance of the activities contemplated by the Permit.

(c) All insurance policies (except Workers Compensation and Professional Liability) shall include the Town, its elected and appointed officials, employees, contractors, agents, representatives, attorneys, insurers, and insurance pools as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability. Blanket Additional Insured Endorsement providing coverage for the Town, its elected and appointed officials, agents, employees, contractors, attorneys, insurers and insurance pools shall be on a primary, non-contributory basis. Additional Insured Endorsement CG2010 11/85 or CG2010 10/01 in conjunction with CG2037 1 0/0 I. Coverage shall include completed operations arising out of "your work".

(d) Automobile insurance shall, without limitation, cover all automobiles used in performing the transactions contemplated under this Permit.

(e) If coverage is to be provided on Claims Made forms, Owner must refer the policy to the Town Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, Owner shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Permit. This obligation shall survive the termination or expiration of this Permit.

(f) Owner shall not cancel, materially change or fail to renew required insurance coverages. Owner shall notify the Town Attorney of any material reduction or exhaustion of aggregate limits.

(g) Certificates showing that Owner is carrying the above-described insurance and the status of the additional insureds shall be furnished to the Town prior to commencement of the activities contemplated under the Permit. Owner shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. Licensee shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

By signing below I understand and agree with the afore mentioned statement.

Signature

Date