

1 **BY AUTHORITY**

2 RESOLUTION NO. CR17-0779  
3 SERIES OF 2017

COMMITTEE OF REFERENCE:  
Land Use, Transportation & Infrastructure

4 **A RESOLUTION**

5 **Granting a revocable permit to Denver Bike Sharing, to encroach into the right-**  
6 **of-way at 1450 Pearl Street.**

7 **BE IT RESOLVED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:**

8 **Section 1.** The City and County of Denver (“City”) hereby grants to Denver Bike Sharing  
9 and its successors and assigns (“Permittee”), a revocable permit to encroach into the right-of-way  
10 with one (1) bike docking station with a 270 square foot footprint (“Encroachments”) at 1450 Pearl  
11 Street in the following described area (“Encroachment Area”):

12 1450 Pearl Street, Denver CO 80202

- 13 • Located approximately 200 feet south of the SE corner of Colfax Avenue and Pearl Street  
14 • Bike station footprint is 279 sq. ft.

15 **Section 2.** The revocable permit (“Permit”) granted by this Resolution is expressly granted  
16 upon and subject to each and all of the following terms and conditions:

17 (a) Permittee shall obtain a street occupancy permit from City’s Public Works Permit  
18 Operations at 2000 West 3<sup>rd</sup> Avenue, 303-446-3759, prior to commencing construction.

19 (b) Permittee shall be responsible for obtaining all other permits and shall pay all costs  
20 that are necessary for installation and construction of items permitted herein.

21 (c) If the Permittee intends to install any underground facilities in or near a public road,  
22 street, alley, right-of-way or utility easement, the Permittee shall join the Statewide Notification  
23 Association of Owners and Operators of Underground Facilities by contacting the Utility Notification  
24 Center of Colorado, 12600 West Colfax Avenue, Suite B-310, Lakewood, Colorado 80215, at 303-  
25 232-1991. Further, Permittee shall contact the Utility Notification Center at 1-800-922-1987 to  
26 locate underground facilities prior to commencing any work under this Permit.

27 (d) Permittee is fully responsible for any and all damages incurred to facilities of the Water  
28 Department and/or drainage facilities for water and sewage of the City due to activities authorized  
29 by the Permit. Should the relocation or replacement of any drainage facilities for water and sewage  
30 of the City become necessary as determined by the City’s Executive Director of Public Works  
31 (“Executive Director”), in the Executive Director’s sole and absolute discretion, Permittee shall pay  
32 all cost and expense of the portion of the sewer affected by the permitted structure. The extent of  
33

1 the affected portion to be replaced or relocated by Permittee shall be determined by the Executive  
2 Director. Any and all replacement or repair of facilities of the Denver Water and/or drainage facilities  
3 for water and sewage of the City attributed to the Permittee shall be made by the Denver Water  
4 and/or the City at the sole expense of the Permittee. In the event Permittee's facilities are damaged  
5 or destroyed due to the Denver Water or the City's repair, replacement and/or operation of its  
6 facilities, repairs will be made by the Permittee at its sole expense. Permittee agrees to defend,  
7 indemnify and save the City harmless and to repair or pay for the repair of any and all damages to  
8 said sanitary sewer, or those damages resulting from the failure of the sewer to properly function  
9 as a result of the permitted structure.

10 (e) Permittee shall comply with all requirements of affected utility companies and pay for  
11 all costs of removal, relocation, replacement or rearrangement of utility company facilities. Existing  
12 telephone facilities shall not be utilized, obstructed or disturbed.

13 (f) All construction in, under, on or over the Encroachment Area shall be accomplished  
14 in accordance with the Building Code of the City. Plans and specifications governing the  
15 construction of the Encroachments shall be approved by the Executive Director and the Director of  
16 Building Inspection Division prior to construction. Upon completion, a reproducible copy of the exact  
17 location and dimensions of the Encroachments shall be filed with the Executive Director.

18 (g) The sidewalk and street/alley over the Encroachment Area shall be capable of  
19 withstanding an HS-20 loading in accordance with the latest AASHTO Specifications. The  
20 installations within the Encroachment Area shall be constructed so that the paved section of the  
21 street/alley can be widened without requiring additional structural modifications. The sidewalk shall  
22 be constructed so that it can be removed and replaced without affecting structures within the  
23 Encroachment Area.

24 (h) Permittee shall pay all costs of construction and maintenance of the Encroachments.  
25 Upon revocation of the permit or upon abandonment, Permittee shall pay all costs of removing the  
26 Encroachments from the Encroachment Area and return the Encroachment Area to its original  
27 condition under the supervision of the City Engineer.

28 (i) Permittee shall remove and replace any and all street/alley paving, sidewalks, and  
29 curb and gutter, both inside the Encroachment Area and in the rights-of-way adjacent thereto, that  
30 become broken, damaged or unsightly during the course of construction. In the future, Permittee  
31 shall also remove, replace or repair any street/alley paving, sidewalks, and curb and gutter that  
32 become broken or damaged when, in the opinion of the City Engineer, the damage has been caused

1 by the activity of the Permittee within the Encroachment Area. All repair work shall be accomplished  
2 without cost to the City and under the supervision of the City Engineer.

3 (j) The City reserves the right to make an inspection of the Encroachments contained  
4 within the Encroachment Area. An annual fee, subject to change, of \$200.00 shall be assessed.

5 (k) This revocable Permit shall not operate or be construed to abridge, limit or restrict the  
6 City in exercising its right to make full use of the Encroachment Area and adjacent rights-of-way as  
7 public thoroughfares nor shall it operate to restrict the utility companies in exercising their rights to  
8 construct, remove, operate and maintain their facilities within the Encroachment Area and adjacent  
9 rights-of-way.

10 (l) During the existence of the Encroachments and this Permit, Permittee, its successors  
11 and assigns, at its expense, and without cost to the City, shall procure and maintain a single limit  
12 comprehensive general liability insurance policy with a limit of not less than \$500,000.00. All  
13 coverages are to be arranged on an occurrence basis and include coverage for those hazards  
14 normally identified as X.C.U. during construction. The insurance coverage required herein  
15 constitutes a minimum requirement and such enumeration shall in no way be deemed to limit or  
16 lessen the liability of the Permittee, its successors or assigns, under the terms of this Permit. All  
17 insurance coverage required herein shall be written in a form and by a company or companies  
18 approved by the Risk Manager of the City and authorized to do business in the State of Colorado.  
19 A certified copy of all such insurance policies shall be filed with the Executive Director, and each  
20 such policy shall contain a statement therein or endorsement thereon that it will not be canceled or  
21 materially changed without written notice, by registered mail, to the Executive Director at least thirty  
22 (30) days prior to the effective date of the cancellation or material change. All such insurance  
23 policies shall be specifically endorsed to include all liability assumed by the Permittee hereunder  
24 and shall name the City as an additional insured.

25 (m) Permittee shall comply with the provisions of Article IV (Prohibition of Discrimination  
26 in Employment, Housing and Commercial Space, Public Accommodations, Educational Institutions  
27 and Health and Welfare Services) of Chapter 28 (Human Rights) of the Revised Municipal Code of  
28 the City and County of Denver. The failure to comply with any such provision shall be a proper  
29 basis for revocation of this Permit.

30 (n) The right to revoke this Permit is expressly reserved to the City.

31 (o) Permittee shall agree to indemnify and always save the City harmless from all costs,  
32 claims or damages arising, either directly or indirectly, out of the rights and privileges granted by  
33 this Permit.

