



COUNTY OF GREENVILLE, S.C.
APPLICATION FOR ENCROACHMENT PERMIT

Permit No. _____

Permittee: _____ Contractor: _____

Address: _____ Address: _____

City: _____ Zip: _____ City: _____ Zip: _____

Phone: _____ Cell: _____ Phone: _____ Cell: _____

Road No: _____ Road Name: _____ OCI: _____ Permit Fee: \$ _____

Bond No: _____ Bond Amount: \$ _____ Bond Exp. Date: _____ PUPS No: _____

The undersigned applicant hereby applies to the Greenville County Engineering/Maintenance Division, hereinafter referred to as the "Division", for a permit for encroachment on County Road Rights-of-Way as shown and described below:

1. Type of Encroachment: _____
2. Physical Address of Encroachment: _____ Tax Map No. _____
3. Description of encroachment with reference to roadway: (Attach four (4) sketches/plans indicating type, size, depth and length of pavement or shoulder cuts and other characteristics adequate to fully describe the conduits, cables, structures or appurtenances being installed. Include roadway features such as pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right -of-way width, and location of the proposed encroachment with respect to the roadway centerline or edge of pavement (E.O.P.), and the nearest intersecting road).

The undersigned applicant hereby requests the Division to permit encroachment on the Division right-of-way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the Division's Encroachment Permit Ordinance, as amended, and provisions of Greenville County Maintenance Operating Ordinance for the County Engineering Division, as amended, (made a part hereof by reference) on file in the office of the Division and all general provisions thereof and special provisions below or attached hereto during the installation, operation and maintenance of said encroachment within the Division right-of-way. The applicant hereby further agrees, and binds his heirs, successors, assigns, to assume any and all liability this Division might otherwise have in connection with accidents or injuries to persons or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing, of the physical appurtenances contemplated herein and agrees to indemnify this Division for any liability incurred or injury or damage sustained by reason of the past, present or further existence of said appurtenances.

Print Applicant Name: _____ Date Requested: _____

Applicant Signature: _____ Title: _____

In compliance with your request and subject to all provisions, terms and conditions and restrictions stated in the application, general provisions of the Encroachment Permit Ordinance, as amended, and provisions of Greenville County Maintenance Operating Ordinance for the County Engineering Division, as amended, and special provisions below or attached hereto, the Division approves the request. Permit shall become null and void unless the work contemplated herein shall have been started within 90 days of the approval date. Permit for work described herein expires in one year.

This permit does not relieve the Applicant/Permittee from securing any and all other permits required from Federal, State or local entities exercising jurisdiction over the size, type or location of work permitted herein. This Permit is null and void if Applicant/Permittee fails to secure all appropriate permits.

SPECIAL PROVISIONS:

Maintenance Bureau	<input type="checkbox"/>	Southern 243-5665	<input type="checkbox"/>	Northern 834-4791	<input type="checkbox"/>	Paving & Drainage 467-2673
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Division Approval by: _____ Date: _____

SUMMARY OF GENERAL PROVISIONS FOR ENCROACHMENT

(For Details, Refer to Policy Manual & Ordinance)

1. For the purpose of this permit the word "Division" shall mean "Engineering/Maintenance Division of Greenville County".
2. **NOTICE PRIOR TO STARTING WORK:** Before starting the work contemplated herein within the limits of the roadway right-of-way, The Division should be notified sufficiently in advance so that a Division representative may be present while the work is under way. Notice to the Division prior to starting backfilling operations is mandatory.
3. **APPLICANT:** The Permittee or Duty Authorized Agent responsible for the construction or other activity.
4. **PERMITTEE:** For the purpose of this permit, the word Permittee shall mean the utility company, individual property owner, person, firm or corporation responsible for the on-going maintenance of the disturbed areas, pipes, conduits or other encroachments and their appurtenances installed within County rights-of-way.
5. **PERMIT SUBJECT TO INSPECTION:** This permit should be kept at the site of the work at all times while said work is under way and must be shown to any representative of the Division or law enforcement officer upon demand.
6. **PROTECTION OF ROADWAY TRAFFIC:** Adequate provisions shall be made for the protection of the roadway traffic at all times. Necessary detours, barricades, warning signs and watchmen shall be provided by, and at, the expense of the Applicant/Permittee. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic. The Applicant/Permittee agrees to observe all rules and regulations of the Division while carrying on the work contemplated herein and take all other precautions that circumstances warrant. Ref: Sections 5 and 6 of the Manual on Uniform Traffic Control Devices for Streets and Highways.
7. **STANDARDS OF CONSTRUCTION:** All work shall conform to recognized federal, state and local standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining the proper drainage of the roadway. All work shall be subject to the supervision and satisfaction of the Division. Local standards shall include, but are not limited to the requirements of the Planning Commission, Codes Enforcement Division, Engineering/Maintenance Division and the Soil Conservation District.
8. **FUTURE MOVING OF ENCROACHMENT:** If, in the opinion of the Division, it should ever become necessary to move or remove the encroachment, or any part thereof, contemplated herein, on account of change in location of the roadway, widening of the roadways, or for any other sufficient reason, such moving or removing shall be done on demand of the Division at the expense of the Applicant/Permittee. If and when the encroachment contemplated herein shall be moved or removed, either on the demand of the Division or at the option of the Applicant/Permittee, the roadway and facilities shall immediately be restored to their original condition at the expense of the Applicant/Permittee.
9. **COSTS:** All work in connection with the construction, maintenance, moving or removing of the encroachment contemplated herein shall be done by and at the expense of the Applicant/Permittee.
10. **LICENSED CONTRACTOR REQUIRED:** Permits shall be issued to licensed and bonded contractors/subcontractors or utility companies for work in, on, under or over pavements. Licensed and bonded contractors/subcontractors or utility companies shall be required to perform all work in, on, under or over roadways. The issuance of permits to individuals shall be restricted to situations where the nature of the encroachment is such that a licensed and bonded contractor/subcontractor is not required to ensure and protect the integrity of the roadway and the safety of the public. Permits to individuals shall not be issued if the excavation, grading and restoration require compaction of fill, erosion protection measures and other activities that would place at risk the integrity and stability of the right-of-way.
11. **BONDING OF WORK:** A sufficient bond of indemnity or cash must be posted prior to issuance of the permit and will be held for a period of one year after all repairs or excavations have been completed. "Sufficient" shall be defined as the amount judged necessary to restore the road or right-of-way to a condition as good as existing prior to any excavation or other work as determined by the Division. In any event, a 1-year warranty after completion of the work is required. Reference should be made to the Ordinance for exceptions made for telephone, public or electrical utilities.
12. **INSURANCE:** Applicant/Permittee performing work in, on, under or over roadways shall maintain during the life of this encroachment permit public liability and property damage insurance as described in the County Encroachment Permit Ordinance, as amended, an amount as shall protect Applicant/Permittee and any subcontractor from claims for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this encroachment permit, whether such operations be by Applicant/Permittee or by any subcontractor or by anyone directly or indirectly employed by either. A Certificate of Liability Insurance shall be provided to the Division with "The County of Greenville, Road and Bridge Division", listed as the Certificate Holder.
13. **LIABILITY:** Applicant/Permittee assumes the sole responsibility for the safety and protection of the premises and of employees and other persons and assumes liability for any injury or damage occurring on account of the performance of work under this encroachment permit, whether due to negligence, fault or default of Applicant/Permittee or not. Such liability of Applicant/Permittee under this encroachment permit is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, servants or employees, and neither the approval by the engineers or the chief engineer of the methods of doing the work nor the failure of the engineers or the chief engineer to call attention to improper or inadequate methods or to require a change in methods, nor the neglect of the engineers or the chief engineer to direct the Applicant/Permittee to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant/Permittee in case of any such injury to person or damage to property.
14. **INDEMNITY AGAINST LIABILITY:** Applicant/Permittee shall indemnify Greenville County, its agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses that may in any way accrue against Greenville County in consequence of the granting of this encroachment permit or that may in any way result from that grant, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Applicant/Permittee or Applicant/Permittee's employees, of the subcontractor or subcontractor's employees, if any, and the Applicant/Permittee shall, at Applicant/Permittee's own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with that activity, and, if any judgment shall be rendered against Greenville County in any such action, the Applicant/Permittee shall, at Applicant/Permittee's own expense, satisfy and discharge that judgment. Applicant/Permittee expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant/Permittee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Greenville County as here provided. Insurance coverage specified herein constitutes the minimum requirements and requirements shall in no way lessen limit the liability of Applicant/Permittee. Applicant/Permittee shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance, which, in his own judgment, may be necessary for his property protection in the protection of the work.
15. **REVOCAION:** The Division reserves the right, at any time, to cancel the permit should the Applicant/Permittee fail to comply with the terms and conditions under which it was granted.