



ENCROACHMENT PERMIT APPLICATION

GREENVILLE COUNTY, SC



Permit No. _____

WITH SIGNATURE, APPLICANT AGREES TO ALL TERMS & CONDITIONS

This application is a request to Greenville County ("County") for permission to install, construct and maintain an encroachment within County maintained rights-of-way as described herein and in accordance with the submitted plan or drawing. By submitting this application, the Applicant agrees to comply with and be bound by the terms and conditions of (i) Chapter 18, Article VI of the Greenville County Code, titled "Permits for Encroachments Across County Roads", (ii) Chapter 18, Article III of the Greenville County Code, titled "Maintenance", and (iii) all general and special provisions listed below or attached to this Application. In addition to the indemnity requirements contained in Chapter 18, Article VI of the Greenville County Code, the Applicant agrees, and binds his heirs, successors and assigns, to assume any and all liability the County may have in connection with accidents or injuries to persons or damage to property, including County right-of-way, that is caused by the construction, maintenance, use, moving and removing of the encroachment described herein, and agrees to indemnify the County for any liability incurred or injury or damage sustained by reason of the past, present or further existence of said encroachment. Approval of an encroachment permit does not relieve the Applicant from securing any and all other permits required from Federal, State or local entities exercising jurisdiction over the size, type or location of the permitted work and is null and void if Applicant fails to secure all appropriate permits. If approved, an encroachment permit shall be null and void if the permitted work does not begin within 90 days of approval. An encroachment permit expires one year after approval.

1) APPLICANT INFORMATION		Contractor <input type="checkbox"/>	Property Owner <input type="checkbox"/>	Utility Company <input type="checkbox"/>
Name: _____	Phone: _____	Bond Amount: _____	CASH <input type="checkbox"/>	
Address: _____	Cell: _____	Bond Number (if applicable): _____		
City / State / Zip: _____	eMail: _____	Bond Expiration (if applicable): _____		
Signature: _____		Date: _____		
Local Point of Contact (if different from Applicant): _____		Ph: _____	eMail: _____	

2) ENCROACHMENT INFORMATION		(check all that apply)			
a) LOCATION	b) PURPOSE	c) DISTURBANCE			
Road Name: _____ Tax Map#: _____ Nearest Intersection: _____ Zip: _____ Physical Address (if different from Road Name): _____ Owner Name (if different from Applicant): _____ Owner Phone / eMail (if different from Applicant): _____	<input type="checkbox"/> Installation <input type="checkbox"/> Repair / Maintenance <input type="checkbox"/> Emergency Repair <input type="checkbox"/> Road Closure	<input type="checkbox"/> Asphalt <input type="checkbox"/> Sidewalk <input type="checkbox"/> Ditch / Trench <input type="checkbox"/> Other:	<input type="checkbox"/> Shoulder <input type="checkbox"/> Curb <input type="checkbox"/> Bore		
d) TYPE (Check all that apply)	Check all that apply – Complete entire line for each TYPE – Use ADD'L INFO box on reverse if necessary				
<input type="checkbox"/> Driveway Connection	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary	Width (ft):	Radius (ft):	
<input type="checkbox"/> Road Connection	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial	<input type="checkbox"/> Permanent <input type="checkbox"/> Temporary	Width (ft):	Radius (ft):	
<input type="checkbox"/> Culvert / Pipe / Crossline	<input type="checkbox"/> Concrete (RCP) <input type="checkbox"/> Metal (CMP) <input type="checkbox"/> Polypropylene (PP)		Length (ft):	Dia (in):	
<input type="checkbox"/> Asphalt Cut(s)	1) L x W (ft):	2) L x W (ft):	3) L x W (ft):		
<input type="checkbox"/> Shoulder Cut(s)	1) L x W (ft):	2) L x W (ft):	3) L x W (ft):		
<input type="checkbox"/> Water	<input type="checkbox"/> Main Line <input type="checkbox"/> Service Connection / Tap <input type="checkbox"/> Other				
<input type="checkbox"/> Sewer	<input type="checkbox"/> Main Line <input type="checkbox"/> Service Connection / Tap <input type="checkbox"/> Other				
<input type="checkbox"/> Gas	<input type="checkbox"/> Main Line <input type="checkbox"/> Service Connection / Tap <input type="checkbox"/> Other				
<input type="checkbox"/> Electric	<input type="checkbox"/> Cable / Conduit <input type="checkbox"/> Access Hole <input type="checkbox"/> Pole / Pedestal / Cabinet <input type="checkbox"/> Other				
<input type="checkbox"/> Communications	<input type="checkbox"/> Cable / Conduit <input type="checkbox"/> Access Hole <input type="checkbox"/> Pole / Pedestal / Cabinet <input type="checkbox"/> Other				
<input type="checkbox"/> Other					

OFFICE USE ONLY	
Road ID: _____ PCI: _____ Pave Date: _____ Classification: _____ Approval: _____ Date: _____	SPECIAL PROVISIONS:

3) ADDITIONAL INFORMATION (attach 1 copy of plans / drawings)

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. **PERMIT SUBJECT TO INSPECTION:** This permit should be kept on site of the work at all times while work is under way and must be shown to any representative of the Division or law enforcement officer upon demand.
3. **PROTECTION OF ROADWAY TRAFFIC:** Applicant is responsible for providing adequate protection of the roadway traffic at all times in compliance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). Necessary detours, barricades, warning signs and flaggers shall be provided by, and at, the expense of the Applicant. The work shall be planned and carried out so that there will be the least possible inconvenience to the roadway traffic.
4. **STANDARDS OF CONSTRUCTION:** All work shall conform to federal, state, and local standards of construction. Applicant is responsible for providing and 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 and Water Conservation District.
5. **FUTURE MOVING OF ENCROACHMENT:** If, in the opinion of the Division, it should ever become necessary to move or remove the encroachment for any reason, such moving or removing shall be done at the expense of the Applicant and shall immediately be restored to same or better condition at the expense of the Applicant.
6. **COSTS:** All work in connection with the construction, maintenance, moving, or removing of the encroachment shall be done at the expense of the Applicant.
7. **LICENSED CONTRACTOR REQUIRED:** Licensed and bonded contractors or utility companies shall be required to perform all work in, on, under or over roadways. Permits will only be issued to individual property owners if the encroachment does not affect 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.
8. **BONDING OF WORK:** A bond of indemnity or cash must be posted prior to issuance of the permit and will be held for one year after all work has been completed. A 1-year warranty after completion of the work is required. Refer to Greenville County Code of Ordinances § 18-65 (j) for complete requirements and exceptions for utility providers.
9. **INSURANCE:** Applicant performing work in, on, under, or over roadways shall maintain public liability and property damage insurance, for the life of the permit pursuant to § 18-65 (g) of the Greenville County Code. A Certificate of Liability Insurance shall be provided to the Division with "Greenville County", listed as the Certificate Holder.
10. **LIABILITY:** Applicant 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 or not. Such liability of Applicant 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 to take any particular precautions or to refrain from doing any particular thing shall excuse the Applicant in case of any such injury to person or damage to property.
11. **INDEMNITY AGAINST LIABILITY:** Applicant 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 or Applicant's employees, of the subcontractor or subcontractor's employees, if any, and the Applicant shall, at Applicant'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 shall, at Applicant's own expense, satisfy and discharge that judgment. Applicant expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Applicant, 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 or limit the liability of Applicant. Applicant 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, to properly protect the interest of the work. The Applicant agrees to hold the County harmless for any damage to persons or property, which may arise during the progress of or by reason of the work performed.
12. **REVOCAION:** The Division reserves the right, at any time, to cancel the permit should the Applicant fail to comply with the terms and conditions under which it was granted.