

PART 10: SPECIFICATION FOR ENCROACHMENT PERMIT: STREET/ROAD NOT  
OWNED BY CITY OF COLUMBIA  
TABLE OF CONTENTS

<u>Paragraph</u>	<u>Description</u>	<u>Page No.</u>
10.1	When to Obtain Permit	10-1
10.2	Approval by City Engineer	10-1
10.3	Approval by Appropriate Agency	10-1
10.4	Where to Obtain Permit Forms	10-1
10.5	Information Required for Permit	10-1
10.6	Tree Root Protection	10-1
10.7	Sample Agreement	10-3

CITY OF COLUMBIA REGULATIONS  
PART 10

ENCROACHMENT PERMIT: STREET/ROAD NOT OWNED BY CITY OF COLUMBIA

- 10.1        WHEN TO OBTAIN PERMIT: Where work is contemplated within the rights-of-way of roads/streets maintained by the South Carolina Department of Highways and Public Transportation, Lexington County, Richland County or the Town of Irmo, a permit must be obtained. When the work involves facilities belonging, or to be conveyed, to the City for operation and maintenance, the permit application must be submitted in the City's name. The developer is required to provide a one year warranty to the City for workmanship prior to the City signing or submitting the encroachment permit.
- 10.2        APPROVAL BY CITY ENGINEER: The completed application with required sketch, must be presented to the City Engineer for verification and authentication prior to submission to the appropriate agency.
- 10.3        APPROVAL BY APPROPRIATE AGENCY: Following review and authentication, the Department of Utilities and Engineering will submit the application to the appropriate agency.
- 10.4        WHERE TO OBTAIN PERMIT FORMS: Application forms may be obtained from the Department of Utilities and Engineering, 1136 Washington Street, Columbia, South Carolina. Or, the District Engineer's Office, South Carolina Department of Highways and Public Transportation, Shop Road, Columbia; Richland County Engineer's Office, 400 Powell Road, Columbia; Lexington County Engineer's Office, 212 South Lake Road, Lexington; and the Town of Irmo can provide forms for their respective jurisdictions.
- 10.5        INFORMATION REQUIRED FOR PERMIT: Information required for the application form is as follows:
- 10.5.1      The appropriate name, road number and street number.
- 10.5.2      Location of proposed work in relation to road right-of-way.
- 10.5.3      Location of all structures to include trees, catch basins, manholes, street lights, utilities, curbs... Permit shall also indicate distance between proposed work and existing facilities.
- 10.5.4      Pavement width.
- 10.5.5      Length and width of pavement crossing. Indicate whether crossing is to be bored or cut, depending upon type of construction.
- 10.5.6      Written description of work to be accomplished.
- 10.6        TREE ROOT PROTECTION: Attention is directed to Section 75.0, Part 15, General Specifications, of these regulations. Installation of underground cables, conduits, pipes, etc., shall conform to those requirements for protection of tree roots within street rights-of-way.

10.7 Sample Agreement

Agreement between the City of Columbia and the South Carolina Department of Highways and Public Transportation To Allow the City to Install Routine Service Connections Without a Permit for Each Individual Connection

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

AGREEMENT

This agreement made and entered into this \_\_\_\_ st day of January, 20\_\_\_\_, by and between the City of Columbia (hereinafter called the City) and the South Carolina Department of Highways and Public Transportation (hereinafter called the Department).

WHEREAS, it is the desire of the City to enter into an agreement with the Department whereby the City will be allowed to make routine service connections to the City’s water and sewer lines located within the Department’s right-of-way for streets and highways;

WITNESSETH, that in consideration of the mutual undertakings hereinafter set out, the City and the Department agree:

A. A routine service connection shall be defined as a pipe not greater than 6” in diameter providing service to residences, commercial buildings, institutional buildings, and other such buildings. It excludes subdivisions and other areas that water might be conveyed for the purpose of reselling and sewer lines that serve as collectors.

B. The present procedure of submitting prior written application for encroachment permits and the granting thereof by the Department for routine service connections will be discontinued and City forces will proceed with a written permit approved by the City Engineer. All work will be performed by City forces and will be confined to City-owned facilities.

C. This agreement will be limited to service connections to existing facilities and will not apply to construction projects (new installations). Furthermore, this agreement, except as hereinafter provided, shall only apply to crossings that do not require the cutting of pavements. All pavement crossings will be by the dry bore method and no cutting or other disruption of existing pavements shall be made until the Department’s local Resident Maintenance Engineer’s office for the County in which the work is being performed has been notified.

D. The City’s procedure for pavement repair, inspection, and enforcement as set forth in the City Ordinance relating to the installation of utility lines now being applied to all city streets inside the City limits, including all work by City forces outside the City limits, will be continued. This procedure also includes inspection at the time the work is being done, and follow-up inspection within 60 days and again one year after the service connection is completed.

E. Adequate provisions shall be made for the protection of the highway traffic at all times. Necessary detours, barricades, warning signs, and watchmen shall be provided by and at the expense of the City. The work shall be planned and carried out so that there will be the least possible inconvenience to the highway traffic. The city agrees to observe all rules and regulations of the Department while carrying on the work contemplated herein and take all other precautions that circumstances warrant.

F. All work shall conform to the Specification set forth in the City Ordinance. Adequate provisions shall be made for maintaining the proper drainage of the highway. All work shall be subject to the supervision and satisfaction of the Department.

G. If, in the opinion of the State Highway Engineer, 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 highway, widening of the highway or for any other sufficient reason, such moving or removing shall be done on demand of the Department at the expense of the City.

H. If, and when, the encroachment contemplated herein shall be moved or removed, either on demand of the Department or at the option of the City, the highway and facility shall immediately be restored to their original condition at the expense of the City.

I. 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 City.

J. It is distinctly understood that this agreement does not in any wise grant or release any rights lawfully possessed by the abutting property owners. Any such rights necessary shall be secured from said abutting property owners by the City.

K. Once each week the City shall provide the District Engineer two copies of the written report listing each routine service connection made during the preceding week. This report shall furnish the location and other pertinent information regarding the installation.

L. All other service connections, except routine service connections as described herein, and all other work within the rights-of-way are excluded from this agreement, and are subject to written permit by the Department prior to performing such work.

M. The City agrees to assume any and all liability the Department 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 encroachment contemplated herein and agrees to indemnify the Department for any liability incurred or damage sustained by reason of the past, present, or future existence of said encroachment, provided for under this agreement.

N. This agreement may be cancelled immediately upon written notice by the parties hereto. Further more, this agreement shall be renewed on \_\_\_\_\_, 19\_\_\_\_, and January 1 of each successive year thereafter.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

As to City

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF COLUMBIA

By: \_\_\_\_\_

S.C. DEPARTMENT OF HIGHWAYS  
AND PUBLIC TRANSPORTATION

By:

State Highway Engineer

APPROVED: \_\_\_\_\_  
Chief Commissioner