



**FACILITIES ACCESS AGREEMENT**

**THIS FACILITIES ACCESS AGREEMENT** (this “Agreement”) is made and entered into as of the date set forth below in Section 1.1.B, by and between the Applicant (as defined in Section 1.1.A) and the Prince William County Service Authority.

**Section 1.0. Purpose of this Agreement.**

- A. The Applicant has requested access to the following utilities and/or other infrastructure owned and operated by the Authority (the “Facilities”):

|  |  |
|--|--|
| Description of affected Facilities   |  |
| Address and GPIN of property where affected Facilities are located (the “Property”)                              |  |
| Describe documents creating Authority interest in the Property, including deed book, plat book, and page numbers |  |

- B. The access requested under this Agreement is associated with the following plans (“Plans”):

|  |  |
|--|--|
| Prince William County Service Authority Plan No. | As revised by:<br><br>Date approved:       |
| Prince William County Plan No.                   | As revised by:<br><br>Date approved: _____ |

C. In consideration of the Authority granting a license to the Applicant and its agents and contractors to access the Facilities on the Property, the Applicant agrees to be bound by all terms and conditions provided in this Agreement, including any exhibits attached to this Agreement (“Exhibits”). All Exhibits are in addition to and supplementary to this Agreement and shall be deemed to be operative terms of this Agreement, as if fully set forth herein.

**Section 1.1. Applicant; Term; Agency.**

A. The Applicant is as follows, and shall include any of its Agent(s) or contractors:

|                      |   |
|----------------------|---|
| <b>Company Name:</b> | <b>Point of Contact:</b><br>Name:<br>Phone Number:<br>Email:<br>Fax:              |
| <b>Address:</b>      | <b>Emergency Contact Information:</b><br>Name:<br>Phone Number:<br>Email:<br>Fax: |

B. The term of this Agreement (the “Term”) shall commence on \_\_\_\_\_, 20\_\_ (“Commencement Date”). The Term of this Agreement shall expire at midnight, \_\_\_\_\_ months from the Commencement Date (“Expiration Date”). On the Expiration Date, the license granted to the Applicant hereunder shall automatically expire and be of no further force or effect; provided, however, that such expiration will not affect the Applicant’s obligations pursuant to Sections 2.0.B or 2.0.C.ii of this Agreement.

C. If the Applicant is represented by an agent in making this Agreement (“Agent”), the Agent is as follows (include additional sheets if there is more than one Agent), and the Power of Attorney Form, as set forth in Exhibit A, shall be completed by the Applicant and returned to the Authority before entering into this Agreement:

|                      |   |
|----------------------|---|
| <b>Company Name:</b> | <b>Point of Contact:</b><br>Name:<br>Phone Number:<br>Email:<br>Fax:              |
| <b>Address:</b>      | <b>Emergency Contact Information:</b><br>Name:<br>Phone Number:<br>Email:<br>Fax: |

## Section 2.0. Standard Terms and Conditions of this Agreement.

A. By signing and delivering this Agreement to the Authority, the Applicant acknowledges it has read this Agreement and agrees to be bound by all terms and conditions set forth herein, including in any Exhibits.

### B. General Conditions

- i. The Applicant shall perform any construction activities (including any construction activities affecting the Facilities) (the “Work”) in substantial conformance with the Plans and in accordance with the requirements of the Authority’s Utility Standards Manual. All Work shall be performed in a safe and workmanlike manner and in conformance with general standards for commercial construction activity in Northern Virginia. The Applicant shall perform the Work at no cost to the Authority, and the Applicant shall be responsible for obtaining all necessary federal, state, and/or local permits required to perform the Work.
- ii. The Applicant may access the Facilities between the hours of \_\_\_\_\_ A.M and \_\_\_\_\_ P.M., **Monday through Sunday**; provided, however, that throughout the Work, the Applicant shall provide and the Authority shall retain the ability to access the Facilities at all times for purposes of inspection, maintenance, repairs, and other similar purposes.
- iii. The Applicant will provide the Authority with notice of its intent to access the Facilities at least 48 hours in advance.
- iv. The Applicant shall be liable, at its sole cost and expense, for any bodily injury, death, personal injury, and property damage (including damage to the Property, the Facilities, or other Authority property, real or personal) to the Authority and/or any third party arising from or in any way relating to the Work and attributable to the Applicant’s negligence, gross negligence, or willful misconduct. This Section 2.0.B.v is subject to the indemnity provision of Section 2.0.C.ii of this Agreement.
- v. Throughout the Work, the Applicant shall maintain the integrity, safety, and security of the Facilities and the Property. The Applicant shall install or maintain fencing or such other security measures as the parties agree to in writing.
- vi. Any damage to or degradation of the Facilities arising from or relating to the Work shall be immediately reported to the Authority, but not more than 24 hours after such damage or degradation occurs. If, at the Authority’s sole determination, such damage or degradation threatens the integrity, safety, working condition, or security of the Facilities, the Applicant will immediately cease the Work and the Authority will have immediate access to the Facilities to make necessary repairs or restoration of the Facilities. The Applicant shall be liable to the Authority for the cost and expense of such repairs or restoration where they

are attributable to the Applicant's negligence, gross negligence, or willful misconduct.

- vii. The Applicant shall, at its sole cost and expense and upon completion of the Work, restore, as nearly as practicable, to their original condition the Property and any land or premises included within or adjoining the Property which are disturbed in any manner during the Work. Such restoration shall include, but shall not necessarily be limited to, (i) the backfilling of trenches, (ii) repaving, (iii) replacement of fences or other security measures for the Facilities, (iv) the reseeded or resodding of lawns or pasture areas, and (v) the replacement of trees, flowers, shrubbery, vegetable plants, structures and other similar features. The Applicant shall be responsible for any settlement of all backfill or repaving for a period of two (2) years after the Expiration Date.

#### C. Insurance and Indemnity

- i. Prior to commencing the Work, the Applicant shall secure, and shall maintain throughout the Term of this Agreement, commercial general liability insurance coverage (including bodily injury, death, personal injury, and property damage) in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and One Million and 00/100 Dollars (\$1,000,000.00) in the aggregate. The Authority shall be named as an additional insured in all such insurance policies and such insurance shall provide coverage for the Applicant's liabilities under this Agreement. The Applicant shall provide the Authority with proof of insurance within five (5) business days of obtaining the same, and shall provide proof of insurance to the Authority annually thereafter by the second Monday in January.
- ii. Except to the extent of the Authority's negligence, and to the extent permitted by Virginia law, Applicant hereby agrees to release, indemnify, defend, and hold harmless the Authority from and against all debts, obligations, losses, costs, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, rights, obligations, liabilities, judgments, damages, expenses, claims, counterclaims, cross-claims, or demands, in law or equity, and liabilities of every kind whatsoever, including, without limitation, reasonable attorney's fees and costs, whether sounding in tort, contract, statute, or otherwise, arising from or in any way relating to the Work.

#### D. Miscellaneous

- i. It is not the purpose or the intention of this Agreement to create a joint venture, partnership, or other relationship whereby either party shall be liable for the commissions, omissions, or performance of the other party, and it shall not be so construed.

- ii. The Applicant may not assign its obligations under this Agreement to any third party who is not an Agent or contractor of the Applicant (“Assignee”) without the prior written consent of the Authority. As part of any request to assign this Agreement to any Assignee, the Applicant shall obtain and deliver to the Authority the Assignee’s written consent to and agreement to be bound by all terms and conditions of this Agreement (“Assignee Consent”). The Authority shall not be obligated to consider any request by the Applicant to assign this Agreement until the Authority receives the Assignee Consent and proof of insurance as required by this Agreement.
- iii. Notwithstanding anything in Section 1.1.B to the contrary, the license granted to the Applicant under this Agreement shall automatically expire upon any of the following events occurring; provided, however, that such expiration will not affect the Applicant’s obligations pursuant to Sections 2.0.B or 2.0.C.ii of this Agreement:
  - a. The Applicant does not commence the Work within \_\_\_\_\_ months of the Commencement Date;
  - b. The Applicant fails to secure or maintain the insurance required by Section 2.0.C.i of this Agreement;
  - c. The Applicant fails to cure a violation of this Agreement within ten (10) business days of receiving written notice from the Authority of such violation;
  - d. The Applicant assigns this Agreement without complying with Section 2.0.D.ii of this Agreement; or
  - e. The Applicant completes the Work and fulfills all terms and conditions of this Agreement prior to Expiration Date.
- iv. Each provision of this Agreement shall be considered separate, and if for any reason any provision or provisions herein is/are determined to be invalid under any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.
- v. The venue for any suit involving this Agreement shall be in the Circuit Court for the County of Prince William or (if appropriate) in the Federal District Court for the Eastern District of Virginia. Each party hereby irrevocably submits to personal jurisdiction of such court.
- vi. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. This Agreement may be executed in counterparts, each of which shall

be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

**Section 2.1. Additional Terms and Conditions of this Agreement.**

**Check one of the following options as applicable:**

- A. \_\_\_\_\_. The parties agree additional terms and conditions are required in order to provide the access requested by the Applicant under this Agreement and in furtherance of the Plans. In addition to the terms and conditions set forth in Section 2.0 of this Agreement, the Applicant agrees to be bound by all terms and conditions set forth in Exhibit B.
  
- B. \_\_\_\_\_. The parties agree additional terms and conditions are not required in order to provide the access requested by the Applicant under this Agreement and in furtherance of the Plans.

**SIGNATURES APPEAR BELOW:**

|  |   |
|--|---|
| <p>_____, a</p> <p>_____</p> <p>By: _____</p> <p style="margin-left: 20px;">Name:</p> <p style="margin-left: 20px;">Title:</p> <p style="margin-left: 20px;">Date:</p> | <p><b>PRINCE WILLIAM COUNTY SERVICE AUTHORITY, a body politic and corporate</b></p> <p>By: _____</p> <p style="margin-left: 20px;">Name:</p> <p style="margin-left: 20px;">Title:</p> <p style="margin-left: 20px;">Date:</p> |
|--|---|

**EXHIBIT A**  
**POWER OF ATTORNEY FORM**

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
I \_\_\_\_\_, the \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ do hereby make, constitute, and  
appoint \_\_\_\_\_, my true and lawful attorney-in-fact, and in my name,  
place and stead giving unto said attorney-in-fact full power and authority to do and perform all  
acts and make all representations necessary, without any limitation whatsoever, to enter into that  
certain Facilities Access Agreement by and between myself, as Applicant, and the Prince  
William County Service Authority. The authority granted herein may only be revoked by a  
written statement delivered to the Prince William County Service Authority.

**WITNESS** the following signatures and seals

\_\_\_\_\_, a \_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

STATE/Commonwealth of \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_, to wit:

I, the undersigned Notary Public of and for the jurisdiction aforesaid, do hereby certify  
that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, whose  
name is signed to the foregoing Power of Attorney Form, has this date appeared before me, and  
acknowledged the same.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**  
**ADDITIONAL TERMS AND CONDITIONS**  
**PURSUANT TO SECTION 2.1 OF THIS AGREEMENT**