

**CONSENT AGREEMENT FOR
USE OF PUBLIC RIGHTS-OF-WAY
IN HENRICO COUNTY, VIRGINIA**

This Agreement is made this _____ day of _____
between _____ (hereinafter referred to as "User")
and the County of Henrico, Virginia (hereinafter referred to as "County") to establish the
conditions for use of the County's rights-of-way.

- 1 The County agrees to give the User whatever rights it has for the User to perform work in the County rights-of-way pursuant to each permit issued by the County Department of Public Works. User shall be responsible for obtaining the permission of any other County, state or federal government agency whose permission is required to work in the County's rights-of-way.
- 2 User shall obtain a permit for each project in which work will be done in the County's rights-of-way. Issuance of each permit shall be based upon the County review of plans indicating the work to be done. User agrees to comply with all provisions of each permit and the project plans which have been reviewed by the County. Should User discover conflicts or other conditions that prevents it from working as specified in the User's plans, User shall notify the County Department of Public Works and, if the User desires to continue said project, Usher shall obtain any necessary private easement, at its own expense, should sufficient area for installation be unavailable in the County rights-of-way.
- 3 User assumes full responsibility for all damage to the County rights-of-way and other adjacent properties that occurs as a result of work performed by User. User shall repair all damage caused by installation, maintenance, relocation or removal activities of User in or adjacent to the County rights-of-way. User shall

defend and hold the County and its officers, employees and agents harmless for all damage to persons or property caused by work performed by the User in or outside of the County rights-of-way. The County shall be responsible for damages to persons or property caused by the negligent acts or omissions of the County during work in the right-of-way.

4. User shall maintain as-built plans and records of all facilities and equipment in the County rights-of-way and make such records available to the County upon request.
5. User shall resolve any conflict with existing utility facilities in the County rights-of-way at the time User (i) installs its facilities and equipment or (ii) changes the use of its facilities and equipment within the County rights-of-way.
6. User shall comply with all requirements imposed by each permit, including time limits for the work, the payment of any permit application and inspection fees, and the provision of a financial guarantee, conforming to the attached schedule, required by the County Department of Public Works to insure repair of any damage caused by the User. The amount of fees and financial guarantees may vary among permits based upon the work encompassed by the permits.
7. Underground installations shall be at a minimum depth of thirty-six (36") inches.
8. User shall be permitted to work in County rights-of-way during the hours provided in the permit. Emergency work will be permitted to take place during hours other than those stipulated on the permit only when conditions exist with the User's facilities and equipment which jeopardize the health, safety or welfare of the general public. When such an emergency occurs, the User shall advise the County Department of Public Works as soon as practical of the emergency

condition which exists. The User will be permitted to work in the County rights-of-way until the emergency condition has been resolved.

9. User shall not be permitted to work in County rights-of-way on the holidays specified in the permit except during emergency conditions as defined in paragraph number 8 above. When such an emergency occurs, the User shall advise the County Department of Public Works as soon as practical of the emergency condition which exists. The User will be permitted to work in the County rights-of-way until the emergency condition has been resolved.
10. When specified on the permit, a pre-construction meeting will be held with the County Department of Public Works prior to the start of work. User shall not be permitted to work in any areas not covered by the permit and plans unless otherwise approved by the County Department of Public Works.
11. User must relocate its facilities and equipment located in the County rights-of-way at its expense, upon notification from the County that the County has need for the area in which User's facilities and equipment are located for a public improvement project. User shall relocate its facilities as soon as possible when notified by the County that emergency conditions exist which jeopardize the health, safety or welfare of the general public. During other situations, relocation shall be complete within 60 days of the date of notification unless the County Department of Public Works agrees to a longer period in writing. The County shall provide room within the relocated rights-of-way for User's reinstallation of its facilities and equipment.
12. Upon request from the County for such information, User must inform the County whether the User's facilities and equipment located in a specified portion of the County rights-of-way have been abandoned. The User shall field check its

facilities and equipment and advise the County, in writing, of the status of its facilities and equipment. The County shall be entitled to require removal of the abandoned facilities and equipment if User does not wish to transfer title to County or if County has no use for the abandoned facilities and equipment. All notices under this Agreement shall be sent to the addresses listed with the written request for such information.

13. This agreement shall not be transferred to third parties without the County's written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, the User has the right to assign or transfer its rights, privileges and obligations created under this Agreement to a subsidiary of the User without the County's prior written consent so long as said sale, lease or assignment is made subject to this Agreement.
14. User shall provide a certificate of insurance or letter of explanation showing that they meet the attached insurance specifications with their application for a permit. The insurance specifications can be met through any combination of purchased insurance and/or self-insurance as long as it is spelled out on the certificate or in the letter of explanation. All submissions shall be subject to review and approval by the County. This insurance must remain valid as long as the User has facilities in the County right-of-way to cover maintenance of the facilities and potential liability concerns.
15. In the event that the User fails to comply with any material term of this Agreement or any related permit, the County shall provide written notice to User of the noncompliance and further provide the User a reasonable opportunity to cure such noncompliance prior to terminating the agreement.

16. This Agreement shall remain in effect until such time that the County determines a need for revisions to address changes in policy, regulations or requirements. In such a situation, the County shall advise the User of the revised Agreement. Any permits obtained under this Agreement prior to the notification of the revised Agreement, shall continue to be governed by this Agreement. Any permits requested after the above notification, shall be governed by the revised Agreement.

WHEREFORE, the parties have executed this Agreement by the signatures below.

COUNTY OF HENRICO

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ACKNOWLEDGEMENT FOR SURETY

State/City of _____

I, _____, a Notary Public in and for the
State/City of aforesaid, do certify that _____,
whose name is signed to the foregoing instrument was acknowledged before me this
_____ day of _____, _____.

My commission expires _____.

Notary Registration Number: _____

ACKNOWLEDGEMENT FOR SURETY

City/County of _____
Commonwealth of Virginia

I, _____, a Notary Public in and for the
City/County of aforesaid, do certify that _____,
whose name is signed to the foregoing instrument was acknowledged before me this
_____ day of _____, _____.

My commission expires _____.

Notary Registration Number: _____

INSURANCE SPECIFICATIONS

The Contractor shall carry Public Liability insurance in the amount specified below, including the contractual liability assumed by the Contractor, and shall deliver the Certificate of Insurance from carriers acceptable to the owner specifying such limits, with the County named as an additional insured. In addition, the insurer shall agree to give the County 30 days notice of its decision to cancel coverage.

1. Workman's Compensation and Employer's Liability

Coverage A – Statutory Requirements

Coverage B - \$100,000 Per Occurrence

Coverage C - \$100,000/\$100,000 Accident and/or Disease All States
Endorsement

2. Automobile Liability, including Owned, Non-Owned and Hired Car Coverage. Limits of Liability-

Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
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Property Damage	\$1,000,000 each occurrence
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OR

Single Limit: Bodily Injury Property Damage	\$2,000,000 each occurrence
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3. Comprehensive General Liability. Limits of Liability –

Bodily Injury	\$1,000,000 each occurrence
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Property Damage	\$1,000,000 each occurrence
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OR

Single Limit: Bodily Injury Property Damage	\$2,000,000 each occurrence
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Including –

- A. Completed Operations/Products
- B. Contractual Liability for Specified Agreement
- C. Personal Injury
- D. (XCU) Explosion, Collapse and Underground Coverage
- E. Broad Form Property Damage

NOTE 1: Contractual Liability covers the following indemnity agreement:

"The Contractor shall indemnify and hold harmless the Owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract."

Rev. 07/31/00

SCHEDULE FOR CALCULATING FINANCIAL GUARANTEES FOR WORK IN COUNTY RIGHTS-OF-WAY

The following values will be used to determine minimum financial guarantee that must be posted prior to the issuance of a permit to work in the County rights-of-way.

The total sum of the applicable items of work listed below is the amount of the bond that shall accompany any permit application. However, in no case shall the financial guarantee that is posted be less than \$1,000.00

ITEM	UNIT
Manhole or Junction Box	\$ 1,500.00/each
Bores (under roads/drives)	
Two Lane Road	\$ 1,000.00/each
Three Lane Road	\$ 1,500.00/each
Four Lane Road	\$ 2,000.00/each
Each Additional Lane	\$ 500.00/each
Over Four Lanes	
Directional Bores (other than roads/drives)	\$ 1.00/linear foot
Trenching	
Inside Pavement	\$ 10.00/linear foot
Outside Pavement	\$ 1.00/linear foot
Poles	\$ 1,000.00/each

The financial guarantee that is provided must be in the form of either a cash bond or Letter of Credit. Letters of Credit may be issued on out-of-area banks but must list a draw address at a bank in the City of Richmond, Chesterfield County or Henrico County, Virginia.

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"The Contractor shall indemnify and hold harmless the Owner against and from all liability, claims, damages and costs, including attorney's fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under this contract."

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