



Work Request # _____

Gainesville Technical Center
5399 Wellington Branch Drive
Gainesville VA 20155
Phone (703) 754-6750

**UNDERGROUND DISTRIBUTION FACILITIES AGREEMENT
(FOR COMMERCIAL CUSTOMER)**

Developer/Builder/Owner (Commercial Customer) _____
(Name)

(Address)

(Phone)

hereby requests Northern Virginia Electric Cooperative (NOVEC) to install underground electrical facilities serving the following property (the "Project"):

Subdivision _____ Section _____
Address _____ County _____

SECTION I--APPLICATION FOR INSTALLATION OF UNDERGROUND DISTRIBUTION FACILITIES

- A. The Commercial Customer shall deliver to NOVEC any of the following that are determined to be applicable at least 10 weeks prior to the commencement of any NOVEC construction activities on the Project for the installation of electrical facilities. Any deficiencies or problems with the submissions may delay the start of NOVEC's installation of electrical facilities.
1. This executed Underground Distribution Facilities Agreement.
 2. Street light information, including locations, fixture style, and mounting heights as approved by the authority having jurisdiction.
 3. One (1) set of final development site plans, and final record plat on paper. One CD, in NOVEC specified AutoCAD format, of final development site plans as approved by the applicable governmental department, municipality, or county.
 4. A duly executed and acknowledged right-of-way easement for all facilities, and the right of ingress and egress for maintenance and construction purposes over the entire property.
 5. A fully completed NOVEC load letter for each facility.
- B. The completion date for the installation of all commercial electrical facilities is contingent upon the availability of the required electrical apparatus.
- C. An Application, including street address, is required for each metered electric service at least 4 weeks in advance of service installation date. If the connected load through any meter exceeds 500 KVA NOVEC may require an electric service agreement with the Commercial Customer before the service will be energized.

- D. At least 2 weeks prior to NOVEC commencing construction activities, grade certifications must be provided for all areas NOVEC will cross while installing its facilities.

SECTION II—AGREEMENT

Upon the full execution of this Agreement by all parties, Commercial Customer and NOVEC agree to perform and be bound by the following provisions:

A. Commercial Customer's Obligations

Commercial Customer, its agents, contractors, and subcontractors, at its sole cost and expense, agree to perform the following, (hereinafter referred to as "Commercial Customer Obligations"), which shall be a prerequisite of NOVEC's performance of its obligations hereunder:

1. Where the Commercial Customer is to be provided standard 120/240 volt single phase service the following shall apply:
 - a. Install only NOVEC-provided meter bases and terminate entrance cables. Location of all meters will be designated by NOVEC. No part of the service entrance shall be concealed before entering the meter base. All meter locations shall be in an accessible and serviceable location (not under porches, decks, enclosed or in any other location where such conditions are likely). The center of the meter shall be located five and one half feet above final grade, plus or minus six inches, on the outside of the building, and must be in accordance with NOVEC's specifications.
 - b. When the footing conflicts with the normal installation of the meter riser, the concrete shall be chipped, notched or some other Cooperative approved method shall be provided to extend meter riser conduit away from the footing.
 - c. Backfill and compact excavations around the footings, foundation, and walls on which meter bases are mounted in an area defined by NOVEC specifications.
2. Where instrument transformer metering equipment will be required, NOVEC will provide requirements to the Commercial Customer regarding the metering equipment location, specifications, etc. as well as the specific responsibilities of both parties.
3. The Commercial Customer shall grade the entire right-of-way to within six (6) inches of final grade and remove all trees, undergrowth, stumps, construction materials, trash, or other obstructions.
4. The Commercial Customer shall limit the slope of the NOVEC right-of-way to a maximum of 5 to 1 (5 horizontal feet to 1 vertical foot). Areas within the right-of-way with more than 5 to 1 slope are to be cut or filled by the Customer. Cut or fill areas are to remain after NOVEC's facilities are installed.
5. The Commercial Customer shall provide and install the necessary trenches, transformer pads, and primary and secondary conduits, pull boxes, and appurtenances per the Cooperative's specifications from the main service to the terminal pole. Under no circumstance shall plumbers pipe and/or fittings be substituted for gray, UL rated electrical conduit and/or fittings. Prior to backfilling any trench containing conduit systems to be utilized by NOVEC the Commercial Customer shall contact the NOVEC scheduler 2 working days in advance to schedule a NOVEC inspection of the trench and conduit.
6. The Commercial Customer shall be responsible for all costs (including boring, cutting or repair costs) if NOVEC must install conduit under base or paving material, driveways, lead walks, retaining walls, patios or any other structures which may have been installed or constructed prior to the installation of the electrical facilities within the proposed right-of-way. Likewise, any relocation of electrical facilities required by changes in the Project on the part of the Commercial Customer shall be at the sole expense of the Commercial Customer.
7. Commercial Customer is required to have a certified land surveyor locate and mark all necessary property lines, corners, and utility easements on the Project.
8. The Commercial Customer shall locate and mark at the time services are staked, all private facilities such as water, septic, customer-owned electric system such as security systems, sprinkler systems and well feeds.

The Commercial Customer shall locate and mark all buried facilities not taken over by appropriate governmental departments.

9. Commercial Customer shall pay to NOVEC prior to commencement of any site construction, all sums owed by Commercial Customer to NOVEC on any other projects. In addition Commercial Customer shall pay to NOVEC all temporary service, or street light charges as calculated by NOVEC pursuant to NOVEC's Terms and Conditions in effect at the time an engineering cost estimate for the work on the project is prepared. Any unforeseeable charges such as adverse trenching conditions, lost labor from customer delay, damage claims, relocation of facilities, etc., will be paid by the Commercial Customer as soon as work has been completed and billing has been rendered.
10. In addition to the Miss Utility reporting requirements, the Commercial Customer shall notify NOVEC's scheduler (703-754-6784) a minimum of 2 working days before digging around electrical facilities located through Miss Utility. NOVEC agrees to then notify the Commercial Customer if a NOVEC representative will be present to inspect the excavation operation.
11. All excavation that exposes a NOVEC electric installation must be backfilled in accordance with NOVEC's underground facility backfill specifications. If Commercial Customer fails to backfill in accordance with NOVEC specifications, the Commercial Customer is responsible for re-excavation and correction of backfill deficiencies in the presence of a NOVEC representative.
12. NOVEC underground electric lines shall not be uncovered and left exposed. If the excavated area needs to remain open, the Commercial Customer shall immediately contact the Construction Scheduler or NOVEC Operations. NOVEC will perform the work necessary to ensure a secure and safe temporary work site. Commercial Customer agrees to reimburse NOVEC for expenses associated with providing field inspection, supervision and construction services needed to ensure the restoration of the excavated area is performed to ensure a safe and reliable system.
13. If NOVEC believes that its facilities have been exposed, subjected to potential damage and/or undermined by any excavation and resulting excavation has been backfilled without notification to the NOVEC Scheduler or Construction Office and without site inspection by NOVEC, NOVEC may excavate the same area. Subsequently if the backfill by the Commercial Customer was not accomplished in accordance with NOVEC backfill specifications, NOVEC shall make the required corrections. The Commercial Customer agrees to reimburse NOVEC for expenses associated with providing field inspection, supervision and construction services needed to ensure the restoration of the excavated area is performed to ensure a safe and reliable system.

B. Bedding and Backfill Requirements

Where a smooth flat trench is not available three (3) inches of bedding is required in the bottom of the trench for conduit systems. Bedding is defined as dirt, sand or stone dust. Soil containing occasional rounded rocks 1/2" diameter or less is acceptable.

Conduit cover shall consist of three (3) inches of dirt, sand or stone dust. Soil containing occasional rounded rocks 1/2" diameter or less is acceptable. The cover material should fill the voids around the cable or conduit.

Trench backfill material may include spoils from the trench as long as it is free of debris or material that may damage the conduit or cause settling. Backfill above the conduit shall not contain ashes, cinders, shale, frozen material, loose debris, vegetation or rocks larger than six (6) inches in any dimension.

All backfill in trenches shall be mechanically compacted to the density of the surrounding undisturbed soil to prevent settling. Mechanical compaction shall not be done within 12 inches of conduit.

C. **BACKFILL AND ADVERSE TRENCHING OPTIONS – Complete only if checked. This section is only to be completed when NOVEC will be installing underground facilities on the property.**

CUSTOMER BACKFILL OPTIONS (One must be signed)

It is agreed that the Customer will furnish suitable backfill material in sufficient quantity should said material not be available from the trench excavation. If the customer has to have suitable backfill material imported to the site NOVEC will proceed based on the Customer option selected below.

OPTION 1:

I, _____, hereby agree to have sufficient quantities of rock dust to be used for cable/conduit bedding, cable/conduit cover and trench backfill on site and in close proximity to the trench prior to the start of NOVEC’s construction.

Signature

OPTION 2:

I, _____, hereby request NOVEC to stop working to provide an opportunity to provide rock dust to be used for cable/conduit bedding, cable/conduit cover and trench backfill. And I accept full responsibility for all resulting additional costs including the cost for time spent on the job site waiting for the Customer’s decision after being notified as well as cost for time waiting for delivery of material.

Signature

OPTION 3:

I, _____, hereby authorize NOVEC to provide rock dust to be used for cable/conduit bedding, cable/conduit cover and trench backfill; and accept full responsibility for all resulting additional costs.

Signature

ADVERSE TRENCHING OPTIONS (One must be signed)

OPTION 1 (NOVEC Continues Working):

I, _____, hereby authorize NOVEC to continue working and accept full responsibility for all resulting additional costs.

Signature

OPTION 2 (NOVEC Stops Work – Customer Evaluates):

I, _____, hereby request NOVEC to stop working to provide an opportunity to evaluate whether to have NOVEC continue or to provide the trench to NOVEC’s specifications. The Customer will be responsible for the resulting additional costs including time spent on the job site waiting for the Customer’s decision after being notified.

Signature

OPTION 3 (Dismiss NOVEC and Provide Trench):

I, _____, hereby request NOVEC to stop working and will provide a suitable trench through the adverse trenching conditions to NOVEC specifications.

Signature

In the event Customer elects to have NOVEC do the work, any post construction billing should be sent to the following address:

Name: _____

Street Address: _____

City, State, Zip code: _____

D. NOVEC's Obligations

1. NOVEC will locate all NOVEC underground facilities in accordance with Virginia Code Section 56-265.14, et seq. (the Underground Utility Damage Prevention Act). Call "Miss Utility" at 811 or 800-552-7001 to request a locate of facilities.
2. NOVEC agrees to provide the Commercial Customer with the conduit layout specifications described in Section II Paragraph A.6 of this agreement within 6 weeks following the receipt of all the required documents from the Commercial Customer (see Section I Paragraph A).
3. NOVEC agrees to begin the installation of its electrical facilities within twenty (20) working days, (except for delays caused by weather or any other cause beyond the reasonable control of NOVEC), after the Commercial Customer's obligations, as defined in Section II Paragraph A, are completed, notification is received from Commercial Customer that the site is ready for construction, and the site is inspected and approved by NOVEC.
4. NOVEC will locate all NOVEC underground facilities in accordance with Virginia Code Section 56-265.14, et seq. (the Underground Utility Damage Prevention Act). Call "Miss Utility" at 800-552-7001 to request a locate of facilities.

SECTION III—REPAIR OF DAMAGES

- A. Each party to this Agreement shall be responsible for the reasonable cost of repairing any damage to property of the other party caused by negligence or willful or wanton misconduct of the indemnifying party, its agents, contractors, subcontractors or employees in carrying out the purposes of this Agreement. Damages to NOVEC facilities include the installation of other utilities in the proximity to NOVEC lines in a manner that violates utility separation requirements as defined in NOVEC specifications. For damages prior to making such repairs, however, with the exception of repairs to energized NOVEC facilities, the damaged party shall give the other party of the alleged damage and provide the other party with at least 2 working days to inspect damage and independently assess the responsibility for such damage.
- B. Commercial Customer shall indemnify and hold harmless NOVEC from any claim, action, expense, including reasonable attorney's fees, liability, suit, judgment, or decree arising from Commercial Customer's negligence or failure to perform the duties and obligations under this Agreement. Any claims for compensation by Commercial Customer alleged to be owing due to the negligence of NOVEC shall be submitted within 30 days of discovery, or within 30 days of completion of the work, whichever ever occurs first, or said claim shall be deemed to be forever discharged and waived.
- C. In the event of damage to, dislocation, or disturbance of any underground electrical cable, the Commercial Customer shall immediately notify NOVEC's Construction Office (703-754-6784) or Operations Department (1-888-335-0500 ext. 1399 or ext. 1326). The Commercial Customer shall not backfill around the cable until NOVEC has inspected and repaired the damage or has given the Commercial Customer approval to backfill in the presence of a NOVEC representative. Alternatively, NOVEC may choose to assign NOVEC crews to perform the required backfill operation at the Commercial Customer's expense.
- D. NOVEC may report all third-party damages to its facilities to the Virginia State Corporation Commission.

WITNESS the following signatures and seals pursuant to due authority:

Customer:

(Print Company Name)

By:

(Signature)

(Print Name)

Its*:

(Print Position)

WITNESS

(Signature)

(Print Name)

Date

***If other than president, vice president, partner, or owner, a power of attorney must accompany contract.**

NORTHERN VIRGINIA ELECTRIC COOPERATIVE

By:

Roger B. Abel
Distribution Engineering Manager

WITNESS

(Signature)

(Print Name)

Date