



Work Request #: \_\_\_\_\_

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

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

Developer/Builder/Homeowner (Customer), \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)

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

Subdivision \_\_\_\_\_ Section \_\_\_\_\_

Lots \_\_\_\_\_ County \_\_\_\_\_

**SECTION I--APPLICATION FOR INSTALLATION OF UNDERGROUND DISTRIBUTION FACILITIES**

- A. The Customer shall deliver to NOVEC any of the following that NOVEC determines are applicable at least 6 weeks prior to the commencement of any construction 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, as approved by the authority having jurisdiction.
  - 3. One (1) set of final development, site plans, and final record plat on paper and one CD in NOVEC specified AutoCAD format, as approved by the applicable governmental department, municipal, or county.
  - 4. One (1) set of house site plans. Final meter base locations will be designated by NOVEC. Developer/Builder/Homeowner shall notify NOVEC of the location of any structures (decks, patios, porches, air conditioners, retaining walls, etc.) which are proposed or which may be installed over or near NOVEC facilities so that they may be considered when designing the facilities.
  - 5. 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.
  - 6. A fully completed NOVEC load letter for each type of residential structure.
  
- B. NOVEC will assist Customer in planning energy conservation programs, electric and dual-fuel heating installations.

- C. An Application is required for each metered electric service at least 4 weeks in advance of service installation date, including street addresses for all the properties involved.
- D. Grade certifications must be provided for all areas NOVEC will cross while installing its facilities at least 2 weeks prior to NOVEC commencing construction.

## **SECTION II—AGREEMENT**

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

### **A. Customer's Obligations**

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

1. 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 nor any 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.
2. When the footing conflicts with the normal installation of the meter riser, chip, or notch the concrete or use some other Cooperative approved method to extend meter riser conduit away from the footing.
3. Backfill and compact excavations around the footings, foundation, and walls in an area defined by a semi-circle with a radius of 10 feet centered on the meter base location.
4. 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.
5. 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.
6. If NOVEC determines a conduit system is required, the Customer may, at its option, furnish and install the conduit system, including conduits, sweeps, pull ropes and pull boxes to NOVEC specifications or elect to reimburse NOVEC for additional costs of furnishing and installing the conduit system. For street crossings, the Customer shall install NOVEC-furnished conduits according to NOVEC's design specifications. 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 Customer shall arrange for a NOVEC inspection of the trench and conduit.
7. The Customer shall be responsible for all costs (including boring, cutting or repair costs) associated with the installation of conduit under base or paving material, driveways, leadwalks, 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 Customer shall be at the sole expense of the Customer.
8. Customer is required to have a certified land surveyor locate and mark all necessary property lines, corners, and utility easements on the Project before facilities are staked.
9. The Customer shall locate and mark at the time services are staked, all private facilities such as water, septic, customer-owned electric system such as invisible pet fences, security systems, sprinkler systems and well feeds. The Customer shall locate and mark all buried facilities not taken over by appropriate governmental departments.
10. Pay to NOVEC prior to commencement of any site construction, all sums owed by Customer to NOVEC on any other projects. In addition Customer shall pay to NOVEC all underground lot, 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 of 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 Customer as soon as work has been completed and billing has been rendered.

11. In addition to the Miss Utility reporting requirements, the Customer shall notify the NOVEC Scheduler (703-754-6784) a minimum of 24 hours before digging around electrical facilities located through Miss Utility. NOVEC agrees to then notify the Customer if a NOVEC representative will be present to inspect the excavation operation.
12. All excavation that exposes a NOVEC electric installation must be backfilled in accordance with NOVEC's underground facility backfill specifications. If Customer fails to backfill in accordance with NOVEC specifications, the Customer is responsible for re-excavation and correction of backfill deficiencies in the presence of a NOVEC representative.
13. NOVEC underground electric lines shall not be uncovered and left exposed. If the excavated area needs to remain open, the Customer shall immediately contact the NOVEC Scheduler or NOVEC Operations. NOVEC will perform the work necessary to ensure a secure and safe temporary work site. 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.
14. 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 NOVEC Operations and without site inspection by NOVEC, NOVEC may excavate the same area. Subsequently if the backfill by the Customer was not accomplished in accordance with NOVEC backfill specifications, NOVEC shall make the required corrections. The 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.
15. There shall be no tamping of backfill in any trenches containing NOVEC facilities unless NOVEC's cables are protected by conduit. No tamping may be done within 12 inches of the NOVEC conduit. Customer shall allow sufficient time for settling before laying sod or seeding. Installation of driveways, leadwalks, patios, or any other structure across said trenches must be done in accordance with the provisions of the NOVEC easement after the trench as had sufficient time to settle.

## **B. Bedding and Backfill Requirements**

Where a smooth flat trench is not available, six (6) inches of bedding is required in the bottom of the trench for direct bury cable installations and 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 ½" diameter or less is acceptable.

Direct bury cable cover shall consist of six (6) inches of dirt, sand or stone dust. Soil containing occasional rounded rocks ½" diameter or less is acceptable. Conduit cover shall consist of three (3) inches of dirt, sand or stone dust. Soil containing occasional rounded rocks ½" 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 cable or conduit or cause settling. Backfill above the cable padding shall not contain ashes, cinders, shale, frozen material, loose debris, vegetation or rocks larger than six (6) inches in any dimension.

**CUSTOMER BEDDING AND 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

**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: \_\_\_\_\_

**C. NOVEC's Obligations**

1. NOVEC agrees to commence with 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 Customer's obligations, as defined in Section II Paragraph A, are completed, notification is received from Customer that the site is ready for construction and the site is inspected by NOVEC.
2. In the event NOVEC encounters Adverse Conditions that impede the normal machine trenching operation such as, but not limited to, rock, shale, extreme ground frost, buried debris, trees, stumps and shrubbery, or the presence of other utilities and/or underground facilities, the customer shall be responsible for any additional construction cost incurred by NOVEC for trenching at a slower pace than normal, rock ripping and removal, hand digging, boring, or any cost associated with delays while waiting on the customer or re-mobilizing crews and equipment. When, in NOVEC's determination, adverse conditions are encountered, NOVEC will proceed based on the Customer option selected from the following.

**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

3. 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.

**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. Customer shall indemnify and hold harmless NOVEC from any claim, action, expense, including reasonable attorney's fees, liability, suit, judgment, or decree arising from Customer's negligence or failure to perform the duties and obligations under this Agreement. Any claims for compensation by 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, which 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 Customer shall immediately notify NOVEC's Customer Service Department (1-888-335-0500). The Customer shall not backfill around the cable until NOVEC has inspected and repaired the damage or has given the 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 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)

Position\*:

\_\_\_\_\_  
(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