



1355 Capital Boulevard

P.O. Box 30013

Reno, Nevada 89520

(775) 834-8080

Application/Agreement for Construction Water

(Use of Fire Hydrants for construction water is forbidden and will result in a \$1,000 fine.)

Submittal Requirements: 2 Copies of Site Reference Map, \$300 Review Fee (Cash, Check, Money Order)

Applicant Information (Contractor): (Legal Name and Address for Applicant)

Name _____ Attn: _____
Mailing Address _____ E-Mail _____
City _____ State _____ Zip Code _____
Phone # _____ Cell # _____ Fax # _____

Contact Information: (If different than Applicant information)

Name _____ Attn: _____
Mailing Address _____ E-Mail _____
City _____ State _____ Zip Code _____
Phone # _____ Cell # _____ Fax # _____

Billing Information:

Contact Name _____ Phone# _____
Address: _____ City _____ State _____ Zip _____

Site Information:

Project Location _____
Service Address _____
City _____ State _____ Zip _____
Assessor Parcel # (APN) _____
Location Description _____

Requested delivery of water between (up to 200 GPM):

_____ -- _____ gallons per minute instantaneous flow

Meter Size:

2" Turbo Meter (unless approved by TMWA)

Requested Meter Size _____

Water Delivery Need By Date:

____/____/____

Water Delivery Termination Date:

____/____/____

Terms of Agreement

1. **Character of Service** Service will be provided on a best efforts basis after TMWA has satisfied all other non-interruptible retail and wholesale customer sales obligations. Service may be subject to frequent and immediate interruptions or curtailments for indefinite periods due to various conditions associated with protecting the overall integrity of the water system, including but not limited to the need to maintain drought reserves, insufficient water availability, or lack of available capacity; or if TMWA's booster pumps come on during periods when they would normally be off line and mid-peak or peak power demand charges are incurred; or with repairing, constructing, or maintaining facilities on TMWA's system; or with other conditions and circumstances both inside and outside of TMWA's direct ability to control (e.g., acts of God, system repair, system failure, labor disputes, etc.) Other Contractors shall be allowed to use the construction water station if capacity is available. A method for reimbursing the Contractor who owns the station shall be worked out between the Contractors.
2. **Conditions of Delivery** TMWA will deliver water to the connection facilities while this Agreement is in effect, water usage is paid for, and all terms herein are upheld by the applicant.
3. **Point(s) of Delivery** The service pipe will contain a valve and if it is not an air-gapped tank assembly, then a reduced pressure principal backflow device (TMWA Detail 10A-9) must be installed by Applicant to be controlled by TMWA. Applicant shall pay for all necessary improvements, including meter cost, TMWA's engineering, construction inspection, backflow inspection, labor as required, and all interconnection costs necessary to provide service, consistent with Rules 5 and 6. Each service pipe will be eligible for a meter when TMWA's construction inspection and backflow requirements are fulfilled. Annual Backflow inspection and testing is required, and the test results will be submitted by the applicant to TMWA. The IWS is to be built off an existing service or flush assembly. Additional taps WILL NOT be allowed.
4. **Relocation of Construction Water Station** The meter is property of TMWA and is NOT to be removed or relocated by any individual or agency other than TMWA. If a change in the IWS is required, the applicant must submit a new and complete application to TMWA's New Business Department with all required items and fees.
5. **Water Resources** Water Resources. This Agreement is not effective until Applicant has satisfied all applicable water resource requirements pursuant to TMWA's rules.
6. **Notices of Coordination** TMWA will coordinate the opening and closing of valves with Applicant. To the extent practicable, TMWA will notify Applicant's primary contact of any changes, interruption, or curtailment of service.
7. **Termination** Failure of customer to respond to, or cooperate with, TMWA's need to curtail or interrupt service under this Agreement, in a timely manner and without justifiable cause, will be sufficient grounds for TMWA to discontinue service under this Agreement. TMWA will notify the customer of reason for termination of service within ten (10) days following such termination. Service may also be terminated under the conditions specified in applicable TMWA rules. Upon expiration of this Agreement, TMWA New Business Department (775-834-8080) must be alerted to initiate removal of the meter and inspection of tear down of the station in accordance with the TMWA Standards.
8. **Hold Harmless** Applicant assumes all responsibility for any and all consequences of any interruptions and terminations of water service under this Agreement, and agrees to defend, hold harmless, and indemnify TMWA from and against any claims, liabilities, costs of defense, and damages including without limitation, damages or injury to persons or property, lost profits, and consequential damages, arising from or sustained as a result of such interruptions or terminations.
9. **Court Costs – Attorney's Fees** In the event either party is required to bring legal action to enforce the provisions of this Agreement, the prevailing party shall recover reasonable attorney's fees and costs of suit.
10. **Severability** If any part of this Agreement is determined to be invalid, the remaining parts shall remain in effect.
11. **Notification** It is the responsibility of Applicant or authorized person to notify TMWA of any change in mailing address.

*Upon TMWA's request, the Applicant must be able to prove that the existing potable and non-potable stations in the area cannot meet the required water needs.

By executing this Agreement and paying applicable fees, I acknowledge that: All information provided on the application is to the best of my knowledge true; I am the legal representative or authorized agent for Applicant and Applicant agrees to the terms and conditions set forth above and the Truckee Meadows Water Authority (TMWA's) rules and tariffs governing this service, and will pay for services rendered per this Agreement under TMWA's tariff Schedule IWS.

Applicant Signature _____
Date _____

TMWA approval