



Construction Water Application

REVISED 25-OCT-2020

Use of Fire Hydrants for construction water is strictly forbidden and may result in fines.

Submittal Requirements: TMWA's New Business Application and all submittal requirements for Commercial Services are required in addition to this form.

Applicant Information - Contractor

Company Name: _____ Attn: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

E-mail: _____ Phone Number: _____

Contact Information – if different from Applicant Information

Company Name: _____ Attn: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

E-mail: _____ Phone Number: _____

Billing Information

Name: _____ Attn: _____

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

E-mail: _____ Phone Number: _____

Site Information

Project Location: _____

Service Address: _____ City: _____ State: _____ Zip Code: _____

Assessor's Parcel Number (APN): _____ Location Description: _____

Delivery Information

Flow Requested (gpm): _____ to _____ Requested Meter Size (2" unless approved by TMWA): _____

Dates of use (not to exceed one (1) year): _____ to _____

Extension must be requested in writing prior to latest date noted and be approved by TMWA.

TMWA USE ONLY	
APPROVED FOR CONSTRUCTION WATER	
Work Order Number: _____	Approved Flow Rate (gpm): _____
Effective Dates: _____ to _____	
Approved By: _____	

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 a reduced pressure principal backflow device (TMWA Detail 10A-2 or 10A-3) must be installed by Applicant. Applicant shall pay for all necessary improvements, including meter cost, TMWA's engineering, W-1 design, 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 non-potable water service (NPS) is to be built off an existing service or flush assembly. Additional taps WILL NOT be allowed unless approved by the Authority.
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 NPS 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 as determined by the Authority.
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 the reason(s) for termination of service within ten (10) days prior to such termination. Service may also be terminated under the conditions specified in the applicable TMWA Rules. Upon expiration of this Agreement, TMWA New Business Department (775-834-8269) must be alerted to initiate the removal of the meter and inspection of tear down and restoration 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.

By executing this Agreement and paying applicable fees, I represent and warrant to TMWA 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 TMWA's Rules and Rate Schedule governing this service, and will pay for services rendered per this Agreement under TMWA's Rate Schedule NPS.

Applicant

By: _____ Date: _____
Name

Its: _____