



IRWD Sprinkler Repair Program Commercial Customers

PROGRAM TERMS AND CONDITIONS

- A. Application for Sprinkler Repair Service.** Applicant hereby applies to receive a commercial irrigation evaluation and repair services under Irvine Ranch Water District's Sprinkler Repair Program ("**Program**"), certifies that it meets the Program Eligibility Requirements described below, and agrees to complete all the duties below.
- B. Program Eligibility Requirements.** Applicants are required to meet certain criteria in order to participate in the Program. Eligibility requirements will include, but are not necessarily limited to, the following:
- 1) Applicant must be a commercial landscape irrigation customer of IRWD in good financial standing (no delinquencies on IRWD bills in the last 12 months.)
 - 2) Applicant must currently have an existing, functional in-ground irrigation system installed at the property.
 - 3) Customers are eligible to participate in the program once per individual property address within a 12-month period. Applications received within that time frame will not be accepted.
- C. Availability.** Program services are delivered on a first-come, first-served basis while funding is available or until the Program is discontinued by the Irvine Ranch Water District ("**IRWD**"). This Program will end when all IRWD-allocated funds are depleted.
- D. Costs:** Applicant must pay 50% of the cost for the Landscape Tuneup Program site evaluation and 50% of eligible repair costs at the time of service. Failure to make payment to the Contractor at the time of service will result in the Applicant being charged for 100% of the costs of evaluation and repairs, which amount will be billed on the Applicants IRWD bill. IRWD will pay the other 50% only if Applicant pays its share at the time of service and allows for post-installation inspection and verification. Total costs will be based on evaluation of site conditions and repairs performed. See the Application Attachment entitled "Tuneup Program Costs." Any Applicant not allowing a post-installation verification visit within 14 calendar days after request for verification shall pay the full amount of the Tuneup Program costs, and IRWD will not provide any cost-share. IRWD will bill the applicant, and the applicant hereby agrees to pay the full amount of the services.
- E. Access:** Applicant hereby grants and shall provide IRWD and contractor with the right of ingress and egress to and from Applicant's property for the evaluation, repair or installation services, and post-installation verification, and shall provide access to Applicant's irrigation system including, but not limited to, electrical lines and outlets, irrigation controller, irrigation lines, valves, and sprinkler heads ("**Irrigation System**").
- F. Evaluation:**
- 1) Applicant will be contacted by IRWD's Program contractor, Conserv Construction, Inc. ("**Contractor**") to schedule the evaluation of the existing, functioning Irrigation System. At the appointed date and time, Contractor will meet Applicant at Applicant's service address and perform the evaluation and, if necessary, repair services. Applicant and Contractor shall observe appropriate social distance during any periods in which local, state, or federal authorities require it.
 - 2) Applicant will be required to be present at the site, subject to reasonable social distancing requirements, during the irrigation system evaluation, when the Contractor will make a determination of which repair services the Applicant qualifies for based on observed or perceived site conditions.
 - 3) Any forms required to be completed by Applicant will be supplied and returned electronically.
 - 4) If Contractor determines that the property does not qualify for the Program because of Irrigation System damage conditions (e.g. a major leak or conditions requiring manifold repair or shut-off repair) or prohibitive site conditions, the Contractor will document the location and conditions and inform the property owner. Prohibitive site conditions that may prevent participation in the Program include, but are not limited to, galvanized pipe, facilities requiring repair that are located under concrete, pavers, asphalt, or in heavily rooted areas. If the property doesn't qualify for the Program, then re-evaluation of the property following owner's repairs will require a new application and evaluation fee.



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G. Repair Services & Equipment: If Contractor determines that the property does qualify for the Program, then the options below may be available to the Applicant:

- Irrigation controller evaluation, scheduling and training to set water schedules;
- Recommendation of repairs and upgrades;
- PVC inline valve replacement, valve leak repair, or valve wiring repair
- Sprinkler repairs, raising, replacing and/or adjustment;
- Repair of minor lateral irrigation line; not exceed 4 feet on PVC (does not include repairs under concrete, asphalt or other hardscape surfaces);
- Repair drip irrigation – includes flushing and replacing coupling and emitters, and
- One follow-up visit up to 90 days from the service, on an “as needed” basis and at the discretion of the Contractor.

Qualified product(s) must be installed by the Contractor. All uses herein of the words "install", "installation" or similar phrases shall mean complete installation such that the subject products are fully functional. Costs associated with the CII Program Fee Proposal Table of services are shown on the Application Attachment entitled “Repair Program Costs”.

- H. Post-Installation Verification:** If applicant elects to receive any services (Phase 1 and any additional components (Phase 2), as described below), then applicant shall allow IRWD or its contractor to perform a post-installation verification of completion of the work within 14 calendar days. Failure to allow inspection within 14 days will result in applicant paying 100% of costs, which will be billed on the IRWD bill, as described above in Section D, Costs.
- I. Consent.** Applicant hereby consents to having their name, address, phone number, and email address shared between the Contractor and IRWD for Program purposes.
- J. Photographs and Limited License.** Applicant hereby agrees to allow the Contractor and/or IRWD representatives to take pre and post repair photographs of the landscape and landscape irrigation devices for Program documentation and hereby authorizes IRWD to use those photographs for promotion purposes.
- K. Waiver.** Applicant agrees that IRWD has no liability whatsoever concerning the quality, safety or installation of any water-efficient product, including its fitness for a particular purpose, workmanship, or any other matter. Applicant hereby waives any claims against IRWD arising out of or relating to applicant's participation in the Program.
- L. Warranty.** Installed equipment and labor carries a warranty of up to and including 90 days from the service. If problems occur, a follow up visit may be scheduled by the Contractor. After 90 days, any and all problems with the installed equipment must be handled solely by Applicant and the manufacturer of the equipment.
- M. No Guarantee of Water Savings.** A reduced water bill is not guaranteed.