



## IRWD Sprinkler Repair Program Residential Customers

### PROGRAM TERMS AND CONDITIONS

- A. Application for Landscape Irrigation Tuneup Service.** Applicant hereby applies to receive a residential irrigation evaluation and tune-up services under Irvine Ranch Water District's Landscape Irrigation Tuneup 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 residential 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.
  - 4) Recycled water dedicated landscape accounts do not qualify for the program.
- 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 Tuneup Program site evaluation and eligible repair costs. IRWD will pay the other 50% if Applicant 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."
- 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 landscape 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, tuneup 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 residence, subject to reasonable social distancing requirements, during the landscape evaluation, when the Contractor will make a determination of which tune-up 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. Tuneup 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 anti-siphon valve replacement, valve leak repair, or valve wiring repair (up to 3 per site)
- Sprinkler repairs, raising, replacing and/or adjustment (up to 12);
- Repair of minor lateral irrigation line (up to 2); 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 (up to 12), 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 Tier 1 or 2 of service are shown on the Application Attachment entitled “Tuneup Program Costs”.

**H. Post-Installation Verification:** If applicant elects to receive any services (Tier 1 or Tier 2, and any additional components, 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. 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 the full amount of the services.

**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.** I agree to allow the Contractor and/or IRWD representatives to take pre and post tune-up photographs of my landscape and landscape irrigation devices for Program documentation and for IRWD to use those photographs for promotion purposes.

**K. Waiver.** I agree 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.