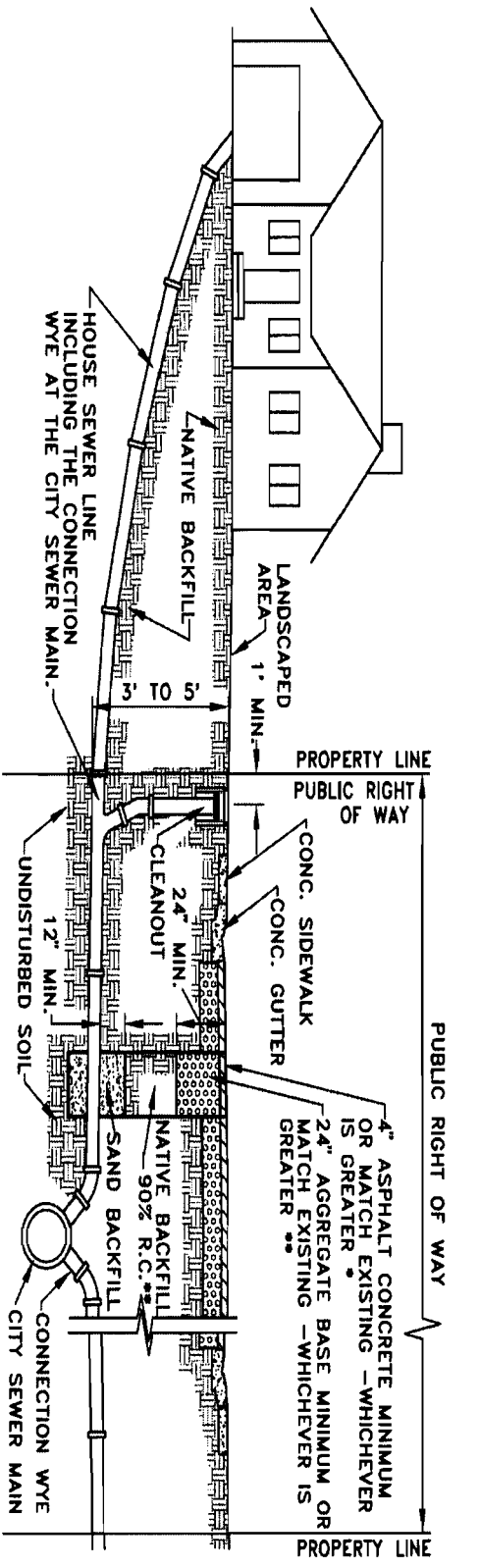


City of Modesto House Sewer Line Cost-Share Program

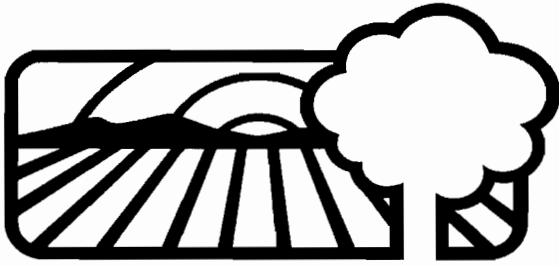
PROPERTY OWNER INFORMATION:

"Each user shall be responsible for the construction, maintenance, and repair of their house sewer lines. Each user shall be liable for damages which may result to the sewage system from his or her failure to keep his or her house sewer line in good order." MMC: §5-6.309



**GENERAL DIAGRAM OF HOUSE SEWER LINE REPAIR
AND TRENCH SECTION IN PUBLIC RIGHT OF WAY**

The City of Modesto's **House Sewer Line Cost-Share Program** offers home property owners financial assistance with the cost of repairing the portion of a house sewer line that is located within the public right-of-way where improvements exist, such as a street, sidewalk, or alley. The **House Sewer Line Cost-Share Assistance Program** does not include any work on your property.



City of Modesto House Sewer Line Cost-Share Program

Step 1: Contact the City of Modesto



If you are having a sewer problem, first call the City Sewer Department at **577-6200**. The Sewer Department will check to see if the main sewer in the street or alley is blocked. If so, City crews will clear the sewer main and restore sewer service.

Step 2: Inspection



If the City's sewer main is clear, contact a licensed plumber to determine if your house sewer line is broken under the sidewalk, paved street, or paved alley. If your house sewer line needs to be repaired in any of these areas, call the Community & Economic Development Department at **342-4712** to request a Cost-Share Application Packet **and** to schedule an inspection.

A City Inspector will schedule a time with your plumber to observe your plumber's live "video" inspection of your house sewer line to confirm the need and extent of the repair and to qualify you for the House Sewer Line Cost-Share Program.

NOTE: Inspectors will not accept a videotape of the line and will not negotiate terms and costs with your plumber.

Step 3: Application & Repair Estimates



Submit the following to the Community & Economic Development department for review and approval:

- House Sewer Line Cost-Share Program - Application to participate.**
- Release and Waiver of Liability and Indemnity Agreement.**
- Three (3) itemized estimates for all repair work within the public right-of-way. Have your contractors list separate line items for the repairs on your property, under the street, alley, or sidewalk. The estimates should also list labor, materials, and equipment separately on each estimate. Permit fees are not reimbursable and should not be included in the final estimate. The Community & Economic Development Department will review and confirm that each estimate is legitimate and the cost of all repair work is reasonable.**

Step 4: Inspector's Report

The Inspector's report is submitted to the Community & Economic Development Department for review. You will also receive a copy of the Inspector's Inspection Report to retain for your personal records. The C & ED Department will contact you to confirm the receipt of your inspection report, application paperwork, repair estimates, and to approve your House Sewer Line Cost-Share application for reimbursement.

NOTE: Reimbursement will be based on the Inspector's recommendations, and in some instances, may only be approved for the repair or replacement of the parts of line that are damaged. If you have any questions about your Inspector's report, please call the C & E D Department.

Step 5: Repair

You may choose any **one** of the **three** approved licensed plumbers/contractors (with bid estimates) to do the repair work. Ensure that your contractor has secured the following permits from the City of Modesto prior to starting any repair work:

1. **Encroachment Permit** – Necessary to complete work located within the public right-of-way.
2. **Building Permit** – Necessary to complete repairs and inspections to the sewer lateral on your property.

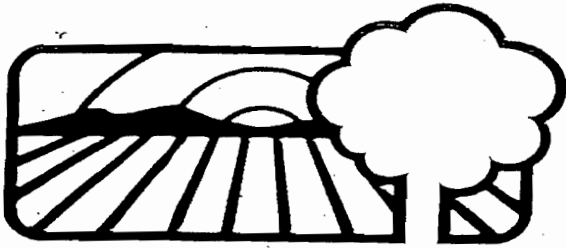
Note: Permit fees are not reimbursable.

Step 6: Payment Guidelines

The City of Modesto will reimburse up to fifty percent (**50%**) of the **lowest bid estimate** towards the final bill. **City of Modesto permit fees will not be reimbursed.** Payment will be mailed after receipt of paid invoice to the plumber is submitted to the C & E D Department and all permitted work is completed and signed off by the Construction Division.

Step 7: Cost-Share Reimbursement

Submit your paid invoice to the C & E D Department for processing. Payment is generally made within 2-4 weeks following the completion of all work required, including all paving, and/or concrete work, and the Inspection copy of the Encroachment permit has been received by Community & Economic Development Department, Land Development Engineering Division.



City of Modesto House Sewer Line Cost-Share Program

APPLICATION TO PARTICIPATE

I/We are requesting to participate in the City of Modesto House Sewer Line Cost-Share Program for repair of the house sewer line in the public right-of-way. I/We are the legal owners of the following described property, which requires a repair of the house sewer line located in the public right-of-way where street, alley, or sidewalk improvements exist.

Site Address: _____

Owner/Applicant's Name: _____

Mailing Address: _____

Telephone: _____
(Home) (Work)

AS APPLICANT(S), I/WE AGREE TO THE FOLLOWING TERMS:

I/We understand and agree that this application may be refused if the City Engineer determines that any of the following situations exist:

- 1) Material has been placed in the house sewer line by the property owner(s) or occupant(s) which caused damage to the house sewer line, or
- 2) The house sewer line was not installed according to the Modesto Standard Specifications.

I/We agree that the City of Modesto will contribute a total of fifty percent (50%) of the lowest three (3) bid estimates (permits not included) toward the reimbursement of the cost of the repair to the house sewer line located in the public right-of-way where there are existing street, alley, or sidewalk improvements.

I/We agree that the remaining cost for the repair in the public right-of way where street, alley, or sidewalk improvements exist is at my/our expense.

I/We agree that the total cost for any repair of the house sewer line located on private property and/or located in the public right-of-way where no street, alley, or sidewalk improvements where no street improvements exist is at my/our expense.

I/We understand that the Section 5-6.309 of the Modesto Municipal Code states:

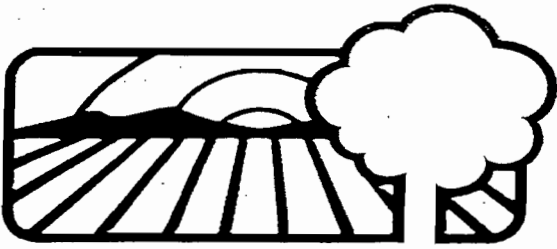
"Each user shall be responsible for the construction, maintenance and repair of his or her house sewer line. Each user shall be liable for damages which may result to the sewage system from his or her failure to keep his or her house sewer line in good order."

I/We agree to the above conditions:

APPLICANT: _____ DATE: _____

(Signature)

APPLICANT: _____ DATE: _____



City of Modesto House Sewer Line Cost-Share Program

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

DATE: _____

NAME(S) _____
Last First Initial

NAME(S) _____
Last First Initial

I/We have requested to participate in the City of Modesto's House Sewer Line Cost-Share Program.

In consideration of having my/our request granted:

1. I/We do hereby covenant not to sue, and waive, release and discharge the City of Modesto, including its officers, agents and employees, from all liability to me/us, my/our personal representatives, assigns, heirs, and next of kin, for any and all loss or damage, and any claim or demands therefore on account of any injury to me/us or my/our property, whether caused by the negligence of the City of Modesto, including its officers, agents and employees, or otherwise which was occasioned by the blockage of the house sewer line to my/our residence located at _____ Modesto, CA. In entering into this release, the undersigned waives, each for himself or herself, all of the rights and benefits otherwise conferred upon them under the terms of Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."

2. I/We also hereby agree to indemnify, defend and hold harmless the City of Modesto and its officers, agents and employees from and against all claims, actions, losses, damages, costs and expenses that are caused by, arising out of, or in any way connected, directly or indirectly, with the repair of the house sewer line to my/our residence located at _____ Modesto, CA, including those claims, actions, losses, damages, costs and expenses that may result from the acts, omissions or negligence of the City of Modesto, its officers, agents and/or employees.
3. I/We have read the forgoing waiver and release of liability and indemnity agreement and am/are fully aware of its provisions.

Signature

Date

Signature

Date