

Supplement to Infrastructure Installation Agreement

The city of Tonka Bay, Minnesota, a Minnesota municipal corporation (the “City”) and _____, the owner of the real property located at ____ Crabapple Lane in the City (the “Owner”) have previously entered into that certain Infrastructure Installation Agreement, dated _____, 2019 (the “Agreement”). The Agreement provided the general terms for the installation and connection of certain City-owned utilities to the Owner’s property. The parties wish to further supplement the Agreement according to the following terms (the “Supplement”).

1. **Scope of Services.** The scope of services to be provided under the Agreement is hereby supplemented with the bid proposal attached hereto as Exhibit A and incorporated herein (the “Bid”). The parties hereby acknowledge that the costs identified in the Bid are preliminary estimates, and the City will charge the Owner for the actual cost of all work necessary to connect the Owner’s property to the City-installed utilities. In addition, any additional work items that the City’s contractor deems reasonably prudent in order to connect the property to the City-owned utilities shall be included in the scope of services and th total cost of which shall be charged to landowner.

2. **Private Costs Charged to Property Owners.** The Owner hereby agrees to be responsible for the actual cost of making such improvements necessary to connect their property to the City-owned utilities. The Owner shall have the option to repay the City for the full actual cost of the work identified in the bid within 30 days of the work being completed. The Owner may also, at their option, request that the City certify the total actual costs of such work as a special assessment against the Owner’s property to be collected with the Owner’s property taxes. If the amount required to be repaid under this Supplement are assessed, the Owner agrees to pay the total cost of the work, plus interest at a rate of __% per annum, over a period of ___ years. If the Owner fails to make payment in full of the amount of the work within 30 days of the work being completed, the Owner waives their right to make such payment and the full actual amount of the work shall be assessed to the property. Any assessment made pursuant to this paragraph shall be in accordance with the Owner’s petition and waiver included in the Agreement.

3. **Miscellaneous.**

(a) The terms of this Supplement are complementary to, and do not replace, the terms of the Agreement. Nothing herein shall be interpreted as altering or releasing any of the obligations contained in the Agreement. The purpose of this Supplement is to provide the Owner with a clearer understanding of its required financial contribution to the overall project.

(b) The parties hereto hereby agree that only the Owner shall be required to execute this Supplement, and that the Owner will be fully responsible for the terms of this Supplement and the Agreement without any further action by the City.

OWNER

Date: _____, 2019

EXHIBIT A

Bid

PARROTT CONTRACTING, INC.
30090 STATE HWY 93
HENDERSON MN 56044
507-248-9697 Office / 507-248-9655 FAX
dparrott@frontiernet.net

PROPOSAL - Revised

PROPOSAL SUBMITTED TO: Tonka Bay

JOB NAME: Lift Station

ADDRESS: 125 & 135 Crabapple Lane

DATE: September 14, 2018; October 1, 2018; January 9, 2019

We hereby submit as per outlined below and attached form:

BASE TOTAL (see attached) \$60,450.00*

ALTERNATES:

Dewater add:	\$ 9000.00
Spare pump add:	\$ 2650.00
For control panel: Duplex Protect Plus Panel with Sentry Advisor add:	\$ 535.00

Does not include any: electrical or inside plumbing

*See below for break down from lift station to home

Supply & Install:

- 1 ea. lift station & forcemain
- 1 ea. new manhole

\$ 43,650.00

125 Crabapple:

- Directional Drill 4 sewer service into home & connect to new lift station \$ 8,400.00
- Remove & replace floor as necessary, connect inside plumbing \$ 2,100.00

135 Crabapple:

- Open cut new 4" sewer service into home & connect to new lift station \$ 4,200.00
- Remove & replace floor as necessary, connect inside plumbing \$ 2,100.00

Work to be done spring 2019

Prices do not include any costs for: WAC & SAC fees, special licenses, state review or permit(to be done by others), dewatering, frost ripping, bond or share of bond, final adjustment of structures (to be done by others), construction staking, engineering fees or testing unless otherwise states above. We are not responsible for root damage to trees or irrigation system repairs. Property owner is responsible for locating any privately owned utilities on the property such as but not limited to, irrigation, gas, electric, etc.
