

RESOLUTION NO. R-01-2020

**A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH,
APPROVING THE SOLE SOURCE PROCUREMENT OF A SENSUS BY XYLEM
ADVANCE METERING INFRASTRUCTURE NETWORK THROUGH
MOUNTAINLAND SUPPLY COMPANY**

PREAMBLE

WHEREAS, the City Council of Eagle Mountain City, Utah finds that it is in the public interest to approve the sole source procurement agreement of a Sensus by Xylem Advance Metering Infrastructure Network through Mountainland Supply Company as set forth herein;

BE IT RESOLVED by the City Council of Eagle Mountain City, Utah:

1. The City Council finds that all required notices and hearings have been completed as required by law to consider and approve the agreement as set forth in Exhibit A.
2. The agreement is hereby approved as set forth more specifically in Exhibit A.
3. This Resolution shall take effect upon its first publication or posting.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 21st day of January, 2020.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above resolution was adopted by the City Council of Eagle Mountain City on the 21st day of January, 2020.

Those voting aye:

Donna Burnham

Melissa Clark

Colby Curtis

Jared Gray

Carolyn Love

Those voting nay:

Donna Burnham

Melissa Clark

Colby Curtis

Jared Gray

Carolyn Love

Those excused:

Donna Burnham

Melissa Clark

Colby Curtis

Jared Gray

Carolyn Love



Fionnuala B. Kofoed, MMC
City Recorder

Exhibit A

**EAGLE MOUNTAIN CITY
CONTRACT FOR GOODS AND SERVICES**

1. **CONTRACTING PARTIES:** This contract is between Eagle Mountain City and the following Contractor:

Mountainland Supply Company
Name
1505 West 130 South
Address
Orem, Utah 84058
City, State ZIP

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-profit Corporation
- For-profit Corporation
- Partnership
- Government Agency

Contact Name: Matt McAllister

Phone Number: 801.830.2762

Email: matt.mcallister@mountainlandsupply.us

Vendor Number: _____

2. **GENERAL PURPOSE OF CONTRACT:** Purchase and installation of a Sensus by Xylem Advance Metering Infrastructure Network

3. **CONTRACT PERIOD:**

Effective Date: 1/21/2020

Project Completion Deadline (Contractor will complete the Scope of Work on or before): _____

Termination Date (Completion of Scope of Work, unless terminated early or extended in accordance with the terms of conditions of this contract): _____

Renewal Options (if applicable): _____

4. **CONTRACT COSTS:** See Cost Schedule (Attachment B). This Contract is a fixed-price contract.

a. Total Contract Cost: \$144,230.00

b. Is this project a budgeted project: Yes No

5. ATTACHMENT A: Standard Terms and Conditions for Goods and Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: Cost Schedule

**ANY CONFLICTS BETWEEN ATTACHMENT A AND THE OTHER ATTACHMENTS WILL BE
RESOLVED IN FAVOR OF ATTACHMENT A.**

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 22 day of January, 2020.

EAGLE MOUNTAIN CITY

[Handwritten signature of Tom Westmarkeland]

Signature

Print Name: Tom Westmarkeland

Title: Mayor

ATTEST:

APPROVED AS TO FORM

[Handwritten signature of Fionnuala B. Kofoed]
Fionnuala B. Kofoed, MMC
City Recorder



[Handwritten signature of Jeremy R. Cook]
Jeremy R. Cook
City Attorney

Dated this _____ day of _____, 20____.

CONTRACTOR

Signature

Print Name:

Title:

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
7. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

Dated this 22 day of January, 2020.

EAGLE MOUNTAIN CITY


Signature

Print Name: Tom Nordmark

Title: Mayor

ATTEST:


Fionnuala B. Kofoed, MMC
City Recorder



APPROVED AS TO FORM


Jeremy R. Cook
City Attorney

Dated this 27 day of May, 2020.

CONTRACTOR


Signature

Print Name: Matt McAllister

Title: Director of Technical Sales

ATTACHMENT A:

STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

This is for a contract for goods and services (including professional services) meaning the furnishing of goods, supplies, labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. Eagle Mountain reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means all referenced attachments and documents incorporated by reference, including, if applicable, the Solicitation, bid bond, payment and performance bond, drawings, notice award, and notice to proceed. The term "Contract" may include any purchase orders that result from this Contract.
 - c) "**Contractor**" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - d) "**Procurement Item**" means any supplies, goods, Services, construction, or technology that Contractor is required to deliver to Eagle Mountain under this Contract.
 - e) "**Services**" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include professional services.
 - f) "**Proposal**" means Contractor's response to Eagle Mountain's Solicitation.
 - g) "**Solicitation**" means the documents used by Eagle Mountain to obtain Contractor's Proposal.
 - h) "**Subcontractors**" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in the Fourth Judicial District Court in and for Utah County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor will comply with all applicable rules and regulations of Eagle Mountain City, and all federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eagle Mountain to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, Eagle Mountain access to all such records.
5. **PERMITS:** If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":**
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Eagle Mountain, unless disclosure has been made to Eagle Mountain.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of Eagle Mountain.
9. **PERFORMANCE AND PAYMENT BONDS:** Contractor shall furnish to Eagle Mountain a payment and performance bond satisfactory to Eagle Mountain guaranteeing Contractor's payment and performance, in the amount of one hundred percent of the Contract amount.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend and save harmless Eagle Mountain from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of Eagle Mountain. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify Eagle Mountain within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. Eagle Mountain and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall Eagle Mountain be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall Eagle Mountain's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Eagle Mountain for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of Eagle Mountain, if Eagle Mountain reasonably determines that a change in available funds affects Eagle Mountain's ability to pay under this Contract. If a written notice is delivered under this section, Eagle Mountain will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. Eagle Mountain will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SUSPENSION OF WORK:** Should circumstances arise which would cause Eagle Mountain to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from Eagle Mountain.
17. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from Eagle Mountain's funds and used in the exercise of Eagle Mountain's essential functions as a municipal entity. Upon request, Eagle Mountain will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request Eagle Mountain's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
18. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to Eagle Mountain under this Contract. Contractor warrants for a period of one (1) year following the date of substantial completion of the project that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to Eagle Mountain under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to Eagle Mountain within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies Eagle Mountain may otherwise have under this Contract.
19. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to Eagle Mountain within thirty (30) days of contract award. Contractor must add Eagle Mountain as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to

maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

20. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
21. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives Eagle Mountain express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Eagle Mountain is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
22. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to Eagle Mountain, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
23. **ACCEPTANCE AND REJECTION:** Eagle Mountain shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by Eagle Mountain. If Contractor delivers nonconforming Procurement Item(s), Eagle Mountain may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s) subject to the terms of this Contract; or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs.
24. **INVOICING:** Unless otherwise set forth in the Contract, Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to Eagle Mountain. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by Eagle Mountain will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Eagle Mountain has the right to adjust or return any invoice reflecting incorrect pricing.
25. **RETAINAGE:** Eagle Mountain may, in its sole discretion; (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the this Contract by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total project amount. As work nears completion, and solely at Eagle Mountain's discretion, Eagle Mountain may reduce the retainage. Eagle Mountain reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete.

Before final payment is made, Contractor must submit lien releases or other evidence satisfactory to Eagle Mountain that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the project have been paid in full. Eagle Mountain may withhold a reasonable amount of the retainage or payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the project plus ten percent (10%) of such indebtedness as Eagle Mountain's cost of administering such claims until Contractor supplies a release satisfactory to Eagle Mountain, signed by all persons who have supplied labor or materials to the project or, at the Eagle Mountain's option if no claim is made, until 105 days after the date on which any person performed the last of the labor or supplied the last of

the material for the project and upon written request from the Contractor. Contractor shall supply to Eagle Mountain within a reasonable time after requested a signed statement verifying all the suppliers, subcontractors and other persons who have supplied labor or materials to the project have been paid in full.

26. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail or electronic funds transfer. If payment has not been made after sixty (60) days from the date a correct invoice is received by Eagle Mountain, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with Eagle Mountain within ten (10) business days of receipt of final payment, shall release Eagle Mountain from all claims and all liability to the Contractor. Eagle Mountain's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) or Services and is without prejudice to any and all claims that Eagle Mountain may have against Contractor. Eagle Mountain will not allow the Contractor to charge end users electronic payment fees of any kind.
27. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to Eagle Mountain, and anyone for whom Eagle Mountain may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
28. **CHANGES IN SCOPE:** Any changes in the scope of the Services or Procurement Item(s) to be performed or delivered under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services or Procurement Item(s).
29. **PERFORMANCE EVALUATION:** Eagle Mountain may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
30. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to Eagle Mountain for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against Eagle Mountain), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
31. **REVIEWS:** Eagle Mountain reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
32. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Eagle Mountain.
33. **REMEDIES:** Any of the following events will constitute cause for Eagle Mountain to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. Eagle Mountain may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, Eagle Mountain may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from Eagle Mountain; or (v) demand a full refund of any payment that Eagle Mountain has made to Contractor under this Contract for Procurement Item(s) or Services that do not conform to this Contract.

34. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Eagle Mountain may terminate this Contract after determining such delay will prevent successful performance of this Contract.
35. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify Eagle Mountain of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend Eagle Mountain, including anyone for whom Eagle Mountain is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable. Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to Eagle Mountain or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
36. **PUBLICITY:** Contractor shall submit to Eagle Mountain for written approval all advertising and publicity matters relating to this Contract. It is within Eagle Mountain's sole discretion whether to provide approval, which must be done in writing.
37. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold Eagle Mountain harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against Eagle Mountain for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations or liability will not apply to this section.
38. **OWNERSHIP IN INTELLECTUAL PROPERTY:** Eagle Mountain and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to Eagle Mountain.
39. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
40. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
41. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Eagle Mountain is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Eagle Mountain, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
42. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Eagle Mountain, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Eagle Mountain appoints such an expert or panel, Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

43. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) the Contract; (iii) additional terms and conditions, if any; (iv) any other attachment listed on the Contract; and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of Eagle Mountain must be in writing, attached to this Contract, and initialed by Eagle Mountain, or it is rendered null and void.
44. **TRAVEL COSTS:** No travel costs associated with the delivery of Services under this Contract will be paid unless the travel costs are specifically detailed in the Solicitation.
45. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eagle Mountain's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
46. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
47. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHMENT B:

SCOPE OF WORK



Scope of Work Document

for

**Eagle Mountain City
M400B2 Base Station
Outdoor Cabinet**

at

**Corey Wride Park
Utah County
(Lat. 40.330872° Lon. -112.019739°)**

Sensus Project Code: 7052

GENERAL INFORMATION

Introduction

The proposed site will be installed per this Scope of Work. This document provides a description of work to be performed. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems.

Record of Document Revisions

REVISION	DATE	BY	DESCRIPTION
A1			
A2			
A3			
A4			

Site Data

Site ID	Site Name	City	Latitude	Longitude	Antenna Height (ft.)	Antenna Model	Site Type
	Corey Wride Park	Utah County	40.330872	-112.019739	60'	DB589-Y	Existing

Project Timeline

- Phase I – Scope of Work submitted
- Phase II – Scope of Work approved by Sensus
- Phase III – Scope of Work approved by Customer
- Phase IV – Ordering of materials and labor
- Phase V – Installation of equipment at Site Name location.

Contributing Personnel

This site work shall involve the following personnel.

- Sensus Project Manager
Name: Chris Martin (435-659-7489)
E-Mail: chris.martin@sensus.com
- Sensus RF Engineer
Name: Troy Bryant (503-585-8629)
E-Mail: troy.bryant@sensus.com
- Tower Construction Contact – Intermountain Tower
Name: David Moyar (801-434-9883)
E-Mail:

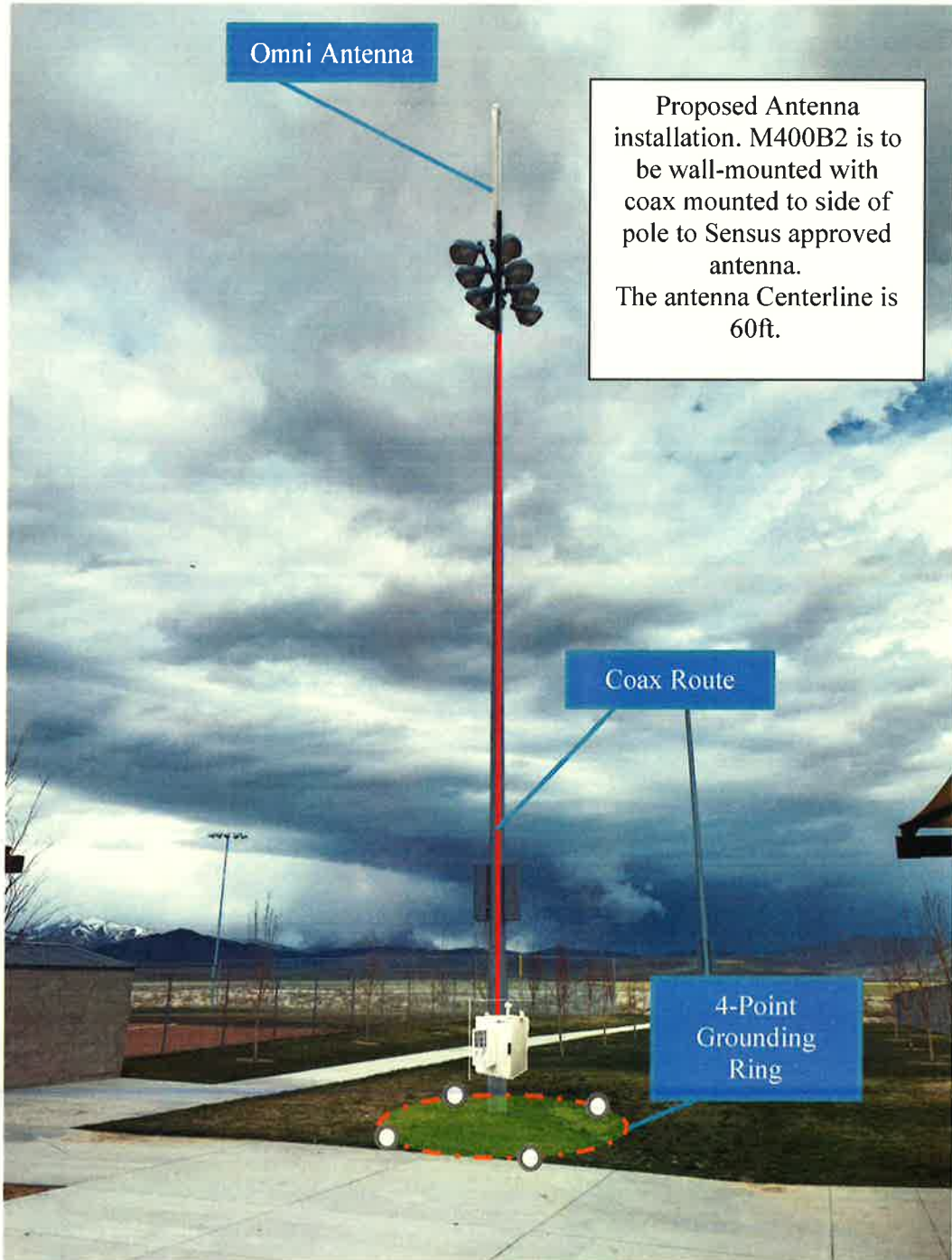
- Distributor Project Manager – Mountainland Supply
Name: Matt McAllister (801-830-2762)
E-Mail: matt.mcallister@mountainlandsupply.us
- Eagle Mountain City Project Manager
Name: Mack Straw (801-310-8892)
E-Mail: mstraw@emcity.org

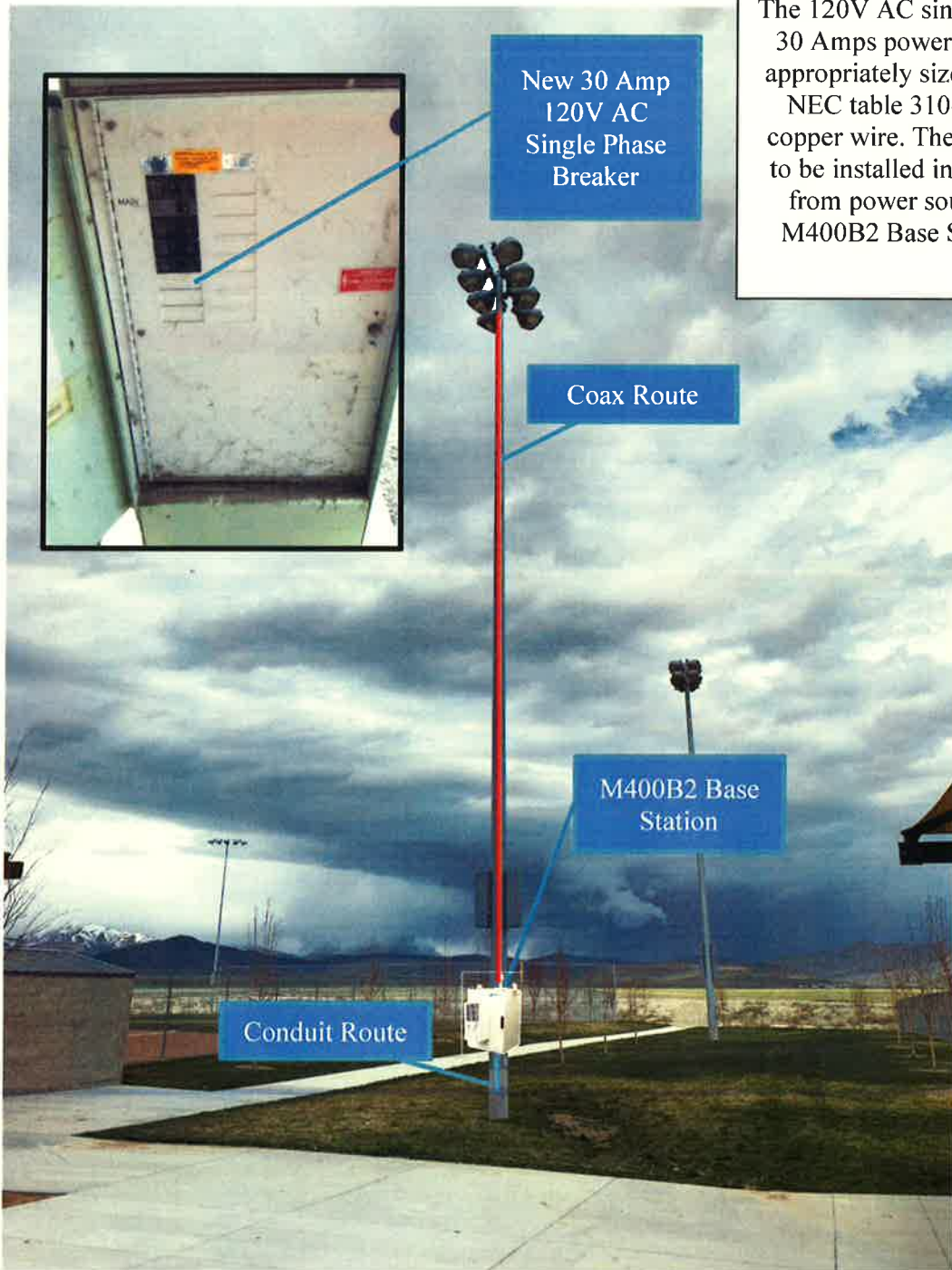
PROJECT SCOPE:

- Eagle Mountain City is to purchase the required number of BASESTATIONS.
- Mountainland Supply will provide 1 year of access via cellular backhaul. Eagle Mountain City will assume control and payment of cellular backhaul after year one.
- Designated approved Sensus Tower Construction Contractor will perform the installation activities in accordance with the current Sensus TGB Installation Guide AIG-10000-002.
- Eagle Mountain City will provide a designated area, depicted in the pictures, for the Sensus FlexNet antenna system.
- Eagle Mountain City will secure with Utah County a conditional use permit to allow for a monopole to be installed on site.
- Mountainland Supply shall secure a building permit for the installation work at Corey Wride Park site.
- Mountainland Supply shall oversee a subcontractor that will install a monopole that will stand at a minimum of 60' above ground level.
- Approved Tower Contractor will install one Sensus approved antenna to top of pipe mount/side arm mount, that will be secured to the monopole, and secure with antenna mounting clamps.
- Approved Tower Contractor will install one 6' RF jumper (LDF-4) from antenna and secure to mounting pipe using round member adapters and ½" butterfly or clip hangers.
- Approved Tower Contractor will install approximately 60 feet of 7/8"/1-1/4 or 1-5/8" coax from antenna and secure with appropriate coax hangers, (Clip, Butterfly or Snap-ins)
- Mountainland Supply or sub-contractor will install 120 VAC, 20 Amp or 240, 30 Amp, 4-wire circuit for power depending on type of base station.
- Mountainland will designate an electrician to connect power to base station breaker panel per Sensus installation procedure. Installation will be in accordance with all local codes.
- Mountainland Supply will install ground ring around base station placement to provide site ground.
- Approved Tower Contractor will install one 6" ground bar near entry port of base station, terminated to site ground or ground ring.

- Approved Tower Contractor will install #2 solid copper ground wire from 6” ground bar and terminate to site common ground.
- Approved Tower Contractor will install minimum of (2) coax ground kits, depending on type and height of structure.
- Approved Tower Contractor will install #6 stranded ground wires from 6” ground bar and terminate to base station internal ground buss.
- Approved Tower Contractor will install one RF polyphaser in bottom of cabinet between terminated RF coax and LMR-400 jumper connected to Base Station duplexer and ground to 6” ground bar.
- Mountainland will be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the BASESTATION installation.
- Approved Tower Contractor will perform RF Coax sweep test per Sensus As-Built document.
- Mountainland Supply will provide backhaul equipment for connectivity to RNI.
- Mountainland will provide IP information to Sensus Metering for programming of base station.
- Sensus will energize, program, test and certify TGB Base Station for proper operation.
- Eagle Mountain City will be responsible to provide security at BASESTATION location.

**Example Site Diagrams &
Installation Pictures:**





The 120V AC single phase 30 Amps power is to be appropriately sized as per NEC table 310-16 for copper wire. The cable is to be installed in conduit from power source to M400B2 Base Station.

Sensus to Provide:

NO	QTY	DESCRIPTION
1	1	Base station
2	1	Energize TGB Base Station and program to the network
3	1	Certify TGB Base Station for proper operation

Customer To Provide:

NO	QTY	DESCRIPTION
1	1	Location on site where the M400B2 Base Station will be installed
2	1	Secure the conditional use permit for tower to be installed on site
3	1	Will assume payment of backhaul costs after 1 year from the installation of the base station

Mountainland Supply To Provide:

NO	QTY	DESCRIPTION
1	1	Electrical circuit (120V AC, 30 Amp) and wiring in conduit to Base Station breaker panel
2	1	Coax from Base Station to Antenna.
3	1	Sensus approved antenna as per the propagation study.
4	1	Backhaul – will pay for backhaul costs for 1 year from the installation of the base station.
5	1	IP Scheme

Equipment Requirements: Example

QTY	U/M	Description
1	EA	WPA-70063-8CF-EDIN-0 Antenna
1	Set	Antenna Mounting Clamps
1	EA	6' LDF4-50A RF Jumper
60	FEET	7/8" Coax cable or appropriately sized cable
2	EA	OMNI Fit N/F LCF78-50 Connectors
1	EA	Pre-laced hoist grip for 7/8" coax
2	EA	Standard ground kits for 7/8" coax
2	EA	Universal weatherproofing kits
1	PAK	(10) round member adapters 1-1/2" to 3-1/2"
1	PAK	(10) 1/2" Clip or butterfly hangers
3	PAK	(30) angle adapters
6	PAK	(60) 3/4" to 1-1/2" round member adapters
8	PAK	(80) 7/8" clip or butterfly hangers
1	EA	GPS Polyphaser
1	EA	RF Polyphaser
50	FEET	#2 solid ground wire
25	FEET	#6 green insulated stranded or solid ground wire
1	EA	4" X 6" ground bar

Clean Up

During the installation and at the completion of its tasks, Sensus, Mountainland Supply and all contractors shall remove all of its waste material from the job-site. At the completion of its tasks Sensus and the contractors will leave the job-site area in which it was working unless more exactly specified.

Cooperation with Others

Sensus, Mountainland Supply and all contractors shall cooperate with all other parties on site to ensure maximum efficiency and an orderly and timely finish of the Work. Sensus and the contractors shall not be entitled to any additional compensation because it must cooperate with these other parties.

Safety

In performing work, all contractors, Mountainland Supply, and Sensus personnel shall comply with all applicable safety procedures, OSHA and government regulations and laws on the work site.

Schedule Delay

A site installation date, if provided, is only an estimated target date. Sensus, Mountainland Supply or its sub-contractors shall not be liable or deemed to be in default for any delay or failure in performance under this statement of work, directly or indirectly, from acts of God, civil or military authority, accidents, the weather conditions, labor disputes, shortages of materials, labor or transportation problems or any causes beyond the control of either party.

FSS Parameter List

Structure Height:	60 feet	Structure Type:	Stadium Light Pole (Steel)
Proposed Antenna Height:	60 feet	Available Antenna Height:	60 feet
Antenna Type:	Omni	Antenna Model:	DB589-Y
Antenna Mounting Location:	Top of Pole	Antenna Orientation:	N/A
Antenna Stand-off Length:	N/A		
M400 to Main Coax Jumper Type:	LDF-4	TGB to Main Coax Jumper Length:	6 feet
Main Coax to Antenna Jumper Type:	LDF4-50A	Main Coax to Antenna Jumper Length:	6feet
Main Coax Type:	7/8"	Main Coax Length:	60 ft
Main Coax to Tower Fastener Type:	Clip or Butterfly Hangers	Number of Main Coax Ground Kits Recommended:	2
RF Polyphaser:	IS-B50HN-C2-MA	GPS Polyphaser:	DGXZ+15TGTF-A

Does this parameter list match the current FSS design data?: <YES>

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

APPROVAL SHEET

Site Name and Location: Corey Wride Park
Utah County
(Lat. 40.330872° Lon. -112.019739°)

Sensus Project Code: 7052

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

For: *Sensus Metering Systems Representative*

Name Signature Date

Brent L Olson *Brent L Olson* 6/22/2020
Brent L Olson (Jun 22, 2020 10:50 PDT)

For: *Eagle Mountain City*

Name Signature Date

Mack Straw *Mack Straw* 4/21/2020

For: *Distributor*

Name Signature Date

Mountainland Supply *[Signature]* 5/27/2020



Scope of Work Document

for

**Eagle Mountain City
M400B2 Base Station
Outdoor Cabinet**

at

**Tank 5
Utah County
(Lat. 40.345779° Lon. -111.973786°)**

Sensus Project Code: 7052

GENERAL INFORMATION

Introduction

The proposed site will be installed per this Scope of Work. This document provides a description of work to be performed. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems.

Record of Document Revisions

REVISION	DATE	BY	DESCRIPTION
A1			
A2			
A3			
A4			

Site Data

Site ID	Site Name	City	Latitude	Longitude	Antenna Height (ft.)	Antenna Model	Site Type
	Tank 5	Utah County	40.345779	-111.973786	40'	DB589-Y	Existing

Project Timeline

- Phase I – Scope of Work submitted
- Phase II – Scope of Work approved by Sensus
- Phase III – Scope of Work approved by Customer
- Phase IV – Ordering of materials and labor
- Phase V – Installation of equipment at Site Name location.

Contributing Personnel

This site work shall involve the following personnel.

- Sensus Project Manager
Name: Chris Martin (435-659-7489)
E-Mail: chris.martin@sensus.com
- Sensus RF Engineer
Name: Troy Bryant (503-585-8629)
E-Mail: troy.bryant@sensus.com
- Tower Construction Contact – Intermountain Tower
Name: David Moyer (801-434-9883)
E-Mail:

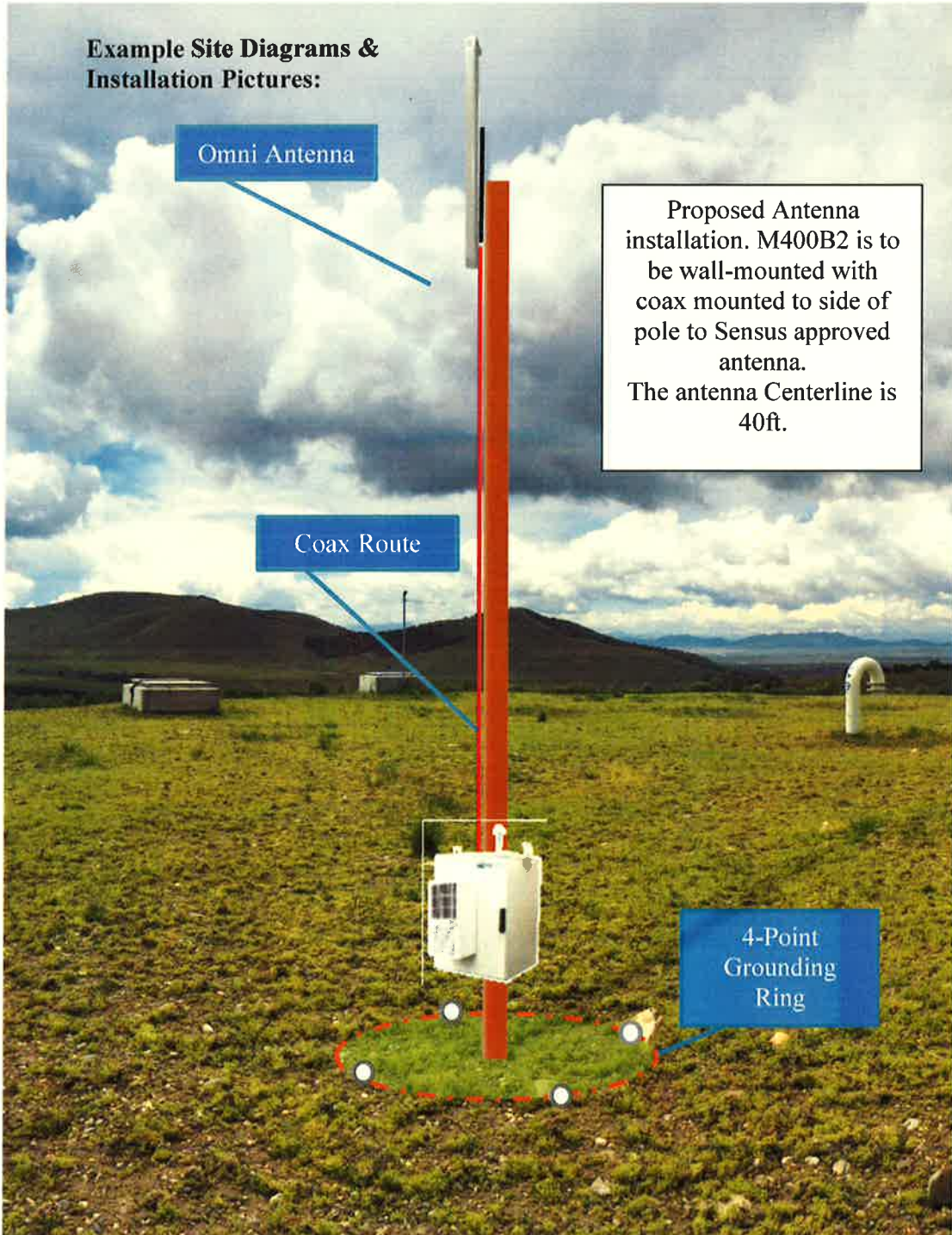
- Distributor Project Manager – Mountainland Supply
Name: Matt McAllister (801-830-2762)
E-Mail: matt.mcallister@mountainlandsupply.us
- Eagle Mountain City Project Manager
Name: Mack Straw (801-310-8892)
E-Mail: mstraw@emcity.org

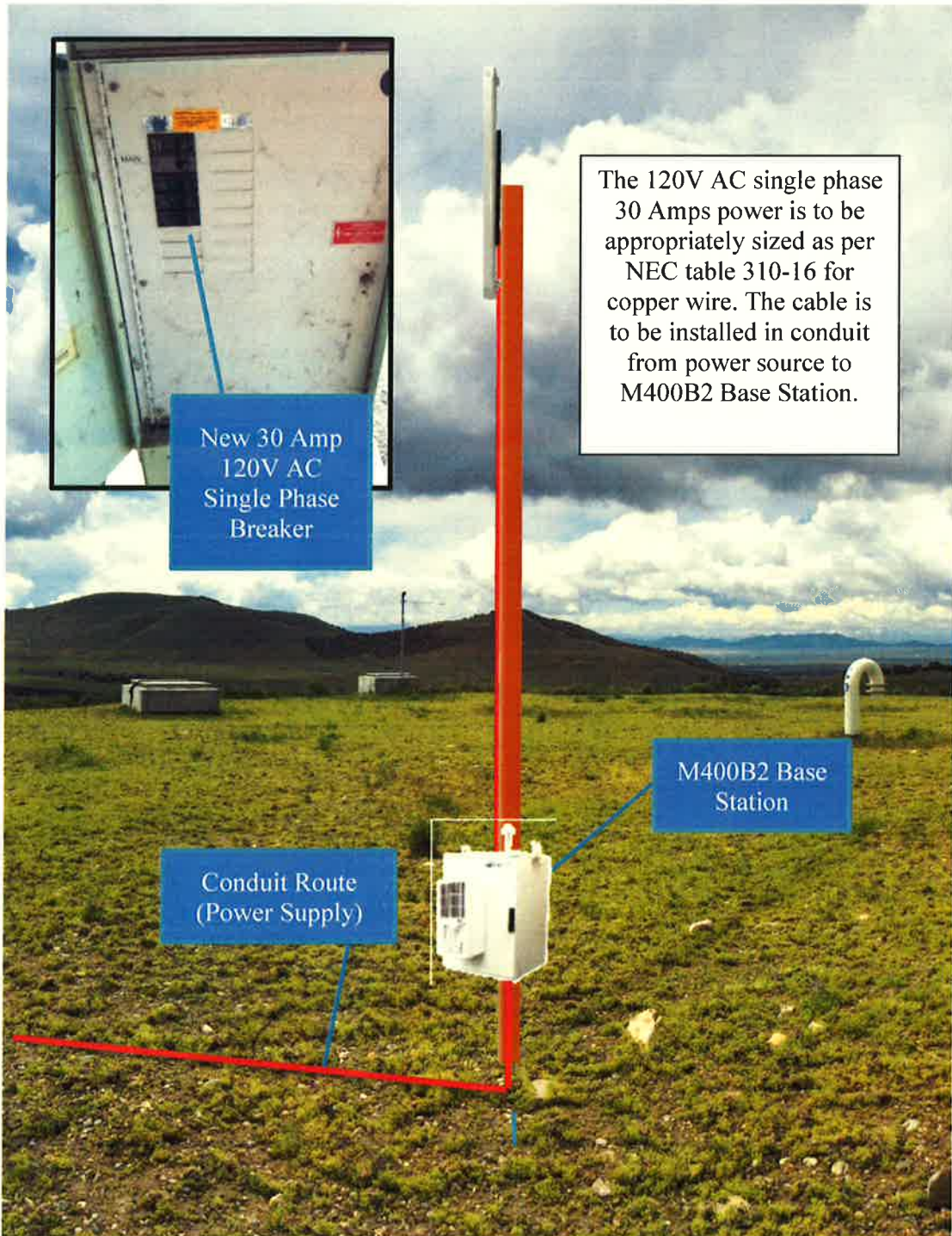
PROJECT SCOPE:

- Eagle Mountain City is to purchase the required number of BASESTATIONS.
- Mountainland Supply will provide 1 year of access via cellular backhaul. Eagle Mountain City will assume control and payment of cellular backhaul after year one.
- Designated approved Sensus Tower Construction Contractor will perform the installation activities in accordance with the current Sensus TGB Installation Guide AIG-10000-002.
- Eagle Mountain City will provide a designated area, depicted in the pictures, for the Sensus FlexNet antenna system.
- Eagle Mountain City will secure with Utah County a conditional use permit to allow for a monopole to be installed on site.
- Mountainland Supply shall secure a building permit for the installation work at Tank 5 site.
- Mountainland Supply shall oversee a subcontractor that will install a monopole that will stand at a minimum of 60' above ground level.
- Approved Tower Contractor will install one Sensus approved antenna to top of pipe mount/side arm mount, that will be secured to the monopole, and secure with antenna mounting clamps.
- Approved Tower Contractor will install one 6' RF jumper (LDF-4) from antenna and secure to mounting pipe using round member adapters and ½" butterfly or clip hangers.
- Approved Tower Contractor will install approximately 40 feet of 7/8"/1-1/4 or 1-5/8" coax from antenna and secure with appropriate coax hangers, (Clip, Butterfly or Snap-ins)
- Mountainland Supply or sub-contractor will install 120 VAC, 20 Amp or 240, 30 Amp, 4-wire circuit for power depending on type of base station.
- Mountainland will designate an electrician to connect power to base station breaker panel per Sensus installation procedure. Installation will be in accordance with all local codes.
- Mountainland Supply will install ground ring around base station placement to provide site ground.
- Approved Tower Contractor will install one 6" ground bar near entry port of base station, terminated to site ground or ground ring.

- Approved Tower Contractor will install #2 solid copper ground wire from 6" ground bar and terminate to site common ground.
- Approved Tower Contractor will install minimum of (2) coax ground kits, depending on type and height of structure.
- Approved Tower Contractor will install #6 stranded ground wires from 6" ground bar and terminate to base station internal ground buss.
- Approved Tower Contractor will install one RF polyphaser in bottom of cabinet between terminated RF coax and LMR-400 jumper connected to Base Station duplexer and ground to 6" ground bar.
- Mountainland will be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the BASESTATION installation.
- Approved Tower Contractor will perform RF Coax sweep test per Sensus As-Built document.
- Mountainland Supply will provide backhaul equipment for connectivity to RNI.
- Mountainland will provide IP information to Sensus Metering for programming of base station.
- Sensus will energize, program, test and certify TGB Base Station for proper operation.
- Eagle Mountain City will be responsible to provide security at BASESTATION location.

Example Site Diagrams & Installation Pictures:





Sensus to Provide:

NO	QTY	DESCRIPTION
1	1	Base station
2	1	Energize TGB Base Station and program to the network
3	1	Certify TGB Base Station for proper operation

Customer To Provide:

NO	QTY	DESCRIPTION
1	1	Location on site where the M400B2 Base Station will be installed
2	1	Secure the conditional use permit for tower to be installed on site
3	1	Will assume payment of backhaul costs after 1 year from the installation of the base station

Mountainland Supply To Provide:

NO	QTY	DESCRIPTION
1	1	Electrical circuit (120V AC, 30 Amp) and wiring in conduit to Base Station breaker panel
2	1	Coax from Base Station to Antenna.
3	1	Sensus approved antenna as per the propagation study.
4	1	Backhaul – will pay for backhaul costs for 1 year from the installation of the base station.
5	1	IP Scheme

Equipment Requirements: Example

QTY	U/M	Description
1	EA	WPA-70063-8CF-EDIN-0 Antenna
1	Set	Antenna Mounting Clamps
1	EA	6' LDF4-50A RF Jumper
40	FEET	7/8" Coax cable or appropriately sized cable
2	EA	OMNI Fit N/F LCF78-50 Connectors
1	EA	Pre-laced hoist grip for 7/8" coax
2	EA	Standard ground kits for 7/8" coax
2	EA	Universal weatherproofing kits
1	PAK	(10) round member adapters 1-1/2" to 3-1/2"
1	PAK	(10) 1/2" Clip or butterfly hangers
3	PAK	(30) angle adapters
6	PAK	(60) 3/4" to 1-1/2" round member adapters
8	PAK	(80) 7/8" clip or butterfly hangers
1	EA	GPS Polyphaser
1	EA	RF Polyphaser
50	FEET	#2 solid ground wire
25	FEET	#6 green insulated stranded or solid ground wire
1	EA	4" X 6" ground bar

Clean Up

During the installation and at the completion of its tasks, Sensus, Mountainland Supply and all contractors shall remove all of its waste material from the job-site. At the completion of its tasks Sensus and the contractors will leave the job-site area in which it was working unless more exactly specified.

Cooperation with Others

Sensus, Mountainland Supply and all contractors shall cooperate with all other parties on site to ensure maximum efficiency and an orderly and timely finish of the Work. Sensus and the contractors shall not be entitled to any additional compensation because it must cooperate with these other parties.

Safety

In performing work, all contractors, Mountainland Supply, and Sensus personnel shall comply with all applicable safety procedures, OSHA and government regulations and laws on the work site.

Schedule Delay

A site installation date, if provided, is only an estimated target date. Sensus, Mountainland Supply or its sub-contractors shall not be liable or deemed to be in default for any delay or failure in performance under this statement of work, directly or indirectly, from acts of God, civil or military authority, accidents, the weather conditions, labor disputes, shortages of materials, labor

or transportation problems or any causes beyond the control of either party.

FSS Parameter List

Structure Height:	40 feet	Structure Type:	Stadium Light Pole (Steel)
Proposed Antenna Height:	40 feet	Available Antenna Height:	40 feet
Antenna Type:	Omni	Antenna Model:	DB589-Y
Antenna Mounting Location:	Top of Pole	Antenna Orientation:	N/A
Antenna Stand-off Length:	N/A		
M400 to Main Coax Jumper Type:	LDF-4	TGB to Main Coax Jumper Length:	6 feet
Main Coax to Antenna Jumper Type:	LDF4-50A	Main Coax to Antenna Jumper Length:	6feet
Main Coax Type:	7/8"	Main Coax Length:	40 ft
Main Coax to Tower Fastener Type:	Clip or Butterfly Hangers	Number of Main Coax Ground Kits Recommended:	2
RF Polyphaser:	IS-B50HN-C2-MA	GPS Polyphaser:	DGXZ+15TGTF-A

Does this parameter list match the current FSS design data?: <YES>

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.


APPROVAL SHEET

Site Name and Location: Tank 5
Utah County
(Lat. 40.345779° Lon. -111.973786°)

Sensus Project Code: 7052

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

For: *Sensus Metering Systems Representative*

Name	Signature	Date
Brent L Olson	 <small>Brent L Olson (Jun 22, 2020 10:50 PDT)</small>	6/22/2020

For: *Eagle Mountain City*

Name	Signature	Date
Mack Straw		4/21/2021

For: *Distributor*

Name	Signature	Date
Mountainland Supply LLC		5/27/2020



Scope of Work Document

for

**Eagle Mountain City
M400B2 Base Station
Outdoor Cabinet**

at

**Tank 6
Utah County
(Lat. 40.390805° Lon. -111.996839°)**

Sensus Project Code: 7052

GENERAL INFORMATION

Introduction

The proposed site will be installed per this Scope of Work. This document provides a description of work to be performed. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems.

Record of Document Revisions

REVISION	DATE	BY	DESCRIPTION
A1			
A2			
A3			
A4			

Site Data

Site ID	Site Name	City	Latitude	Longitude	Antenna Height (ft.)	Antenna Model	Site Type
	Tank 6	Utah County	40.390805	-111.996839	40'	DB589-Y	Proposed

Project Timeline

- Phase I – Scope of Work submitted
- Phase II – Scope of Work approved by Sensus
- Phase III – Scope of Work approved by Customer
- Phase IV – Ordering of materials and labor
- Phase V – Installation of equipment at Site Name location.

Contributing Personnel

This site work shall involve the following personnel.

- Sensus Project Manager
Name: Chris Martin (435-659-7489)
E-Mail: chris.martin@sensus.com
- Sensus RF Engineer
Name: Troy Bryant (503-585-8629)
E-Mail: troy.bryant@sensus.com
- Tower Construction Contact – Intermountain Tower
Name: David Moyar (801-434-9883)
E-Mail:

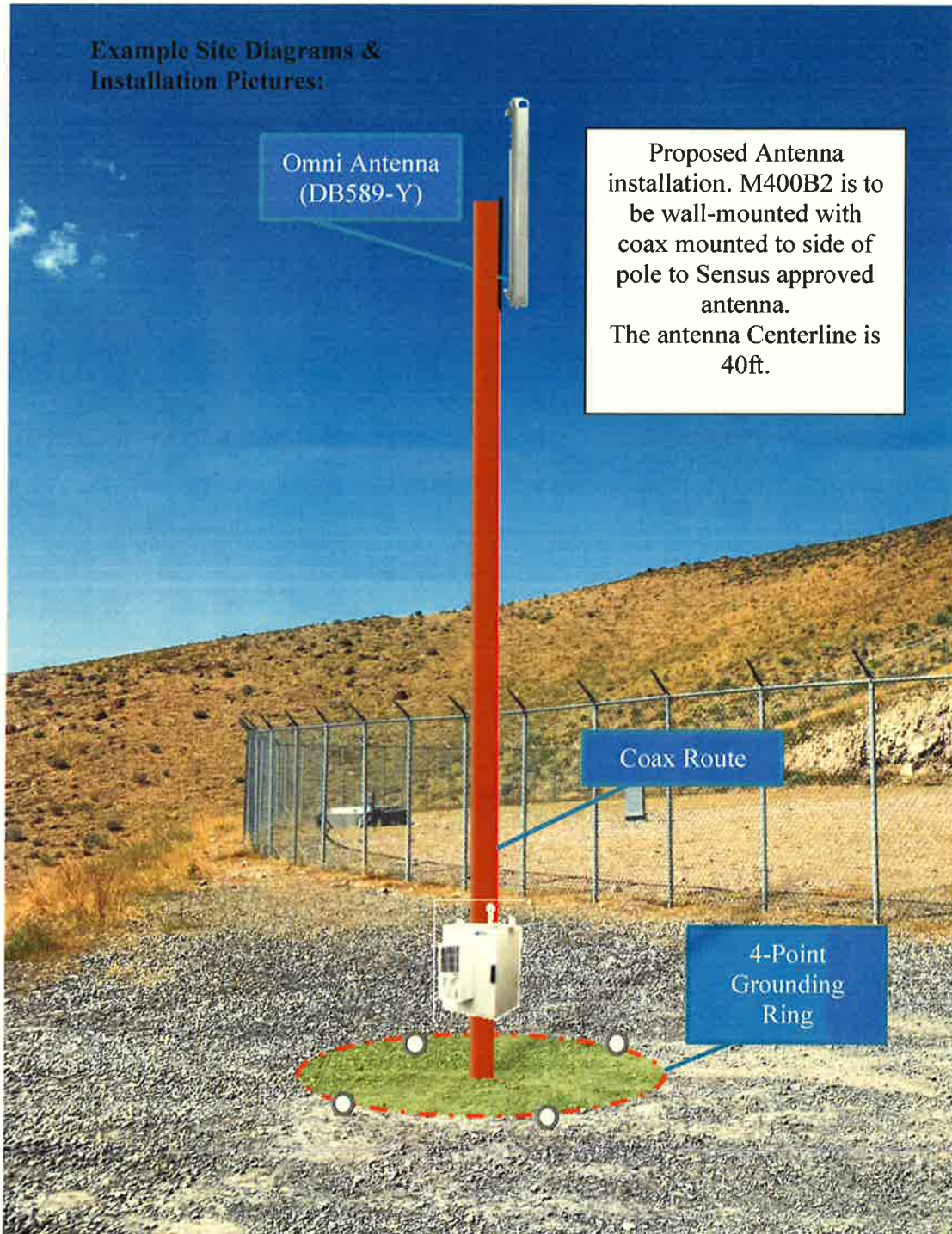
- Distributor Project Manager – Mountainland Supply
Name: Matt McAllister (801-830-2762)
E-Mail: matt.mcallister@mountainlandsupply.us
- Eagle Mountain City Project Manager
Name: Mack Straw (801-310-8892)
E-Mail: mstraw@emcity.org

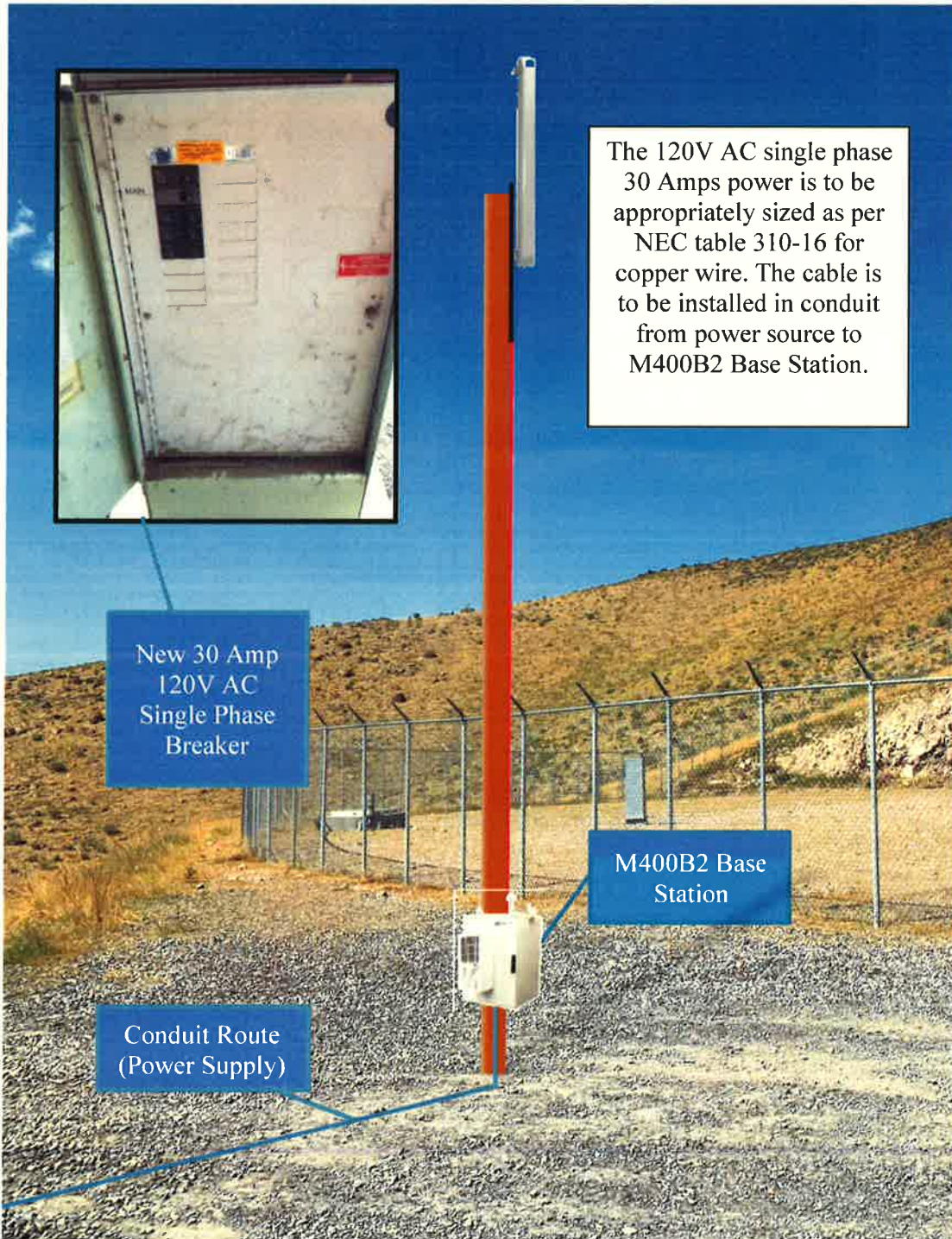
PROJECT SCOPE:

- Eagle Mountain City is to purchase the required number of BASESTATIONS.
- Mountainland Supply will provide 1 year of access via cellular backhaul. Eagle Mountain City will assume control and payment of cellular backhaul after year one.
- Designated approved Sensus Tower Construction Contractor will perform the installation activities in accordance with the current Sensus TGB Installation Guide AIG-10000-002.
- Eagle Mountain City will provide a designated area, depicted in the pictures, for the Sensus FlexNet antenna system.
- Eagle Mountain City will secure with Utah County a conditional use permit to allow for a monopole to be installed on site.
- Mountainland Supply shall secure a building permit for the installation work at Tank 6 site.
- Mountainland Supply shall oversee a subcontractor that will install a monopole that will stand at a minimum of 40' above ground level.
- Approved Tower Contractor will install one Sensus approved antenna to top of pipe mount/side arm mount, that will be secured to the monopole, and secure with antenna mounting clamps.
- Approved Tower Contractor will install one 6' RF jumper (LDF-4) from antenna and secure to mounting pipe using round member adapters and ½" butterfly or clip hangers.
- Approved Tower Contractor will install approximately 40 feet of 7/8"/1-1/4 or 1-5/8" coax from antenna and secure with appropriate coax hangers, (Clip, Butterfly or Snap-ins)
- Mountainland Supply or sub-contractor will install 120 VAC, 20 Amp or 240, 30 Amp, 4-wire circuit for power depending on type of base station.
- Mountainland will designate an electrician to connect power to base station breaker panel per Sensus installation procedure. Installation will be in accordance with all local codes.
- Mountainland Supply will install ground ring around base station placement to provide site ground.
- Approved Tower Contractor will install one 6" ground bar near entry port of base station, terminated to site ground or ground ring.

- Approved Tower Contractor will install #2 solid copper ground wire from 6" ground bar and terminate to site common ground.
- Approved Tower Contractor will install minimum of (2) coax ground kits, depending on type and height of structure.
- Approved Tower Contractor will install #6 stranded ground wires from 6" ground bar and terminate to base station internal ground buss.
- Approved Tower Contractor will install one RF polyphaser in bottom of cabinet between terminated RF coax and LMR-400 jumper connected to Base Station duplexer and ground to 6" ground bar.
- Mountainland will be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to within 1 foot of the BASESTATION installation.
- Approved Tower Contractor will perform RF Coax sweep test per Sensus As-Built document.
- Mountainland Supply will provide backhaul equipment for connectivity to RNI.
- Mountainland will provide IP information to Sensus Metering for programming of base station.
- Sensus will energize, program, test and certify TGB Base Station for proper operation.
- Eagle Mountain City will be responsible to provide security at BASESTATION location.

**Example Site Diagrams &
Installation Pictures:**





Sensus to Provide:

NO	QTY	DESCRIPTION
1	1	Base station
2	1	Energize TGB Base Station and program to the network
3	1	Certify TGB Base Station for proper operation

Customer To Provide:

NO	QTY	DESCRIPTION
1	1	Location on site where the M400B2 Base Station will be installed
2	1	Secure the conditional use permit for tower to be installed on site
3	1	Will assume payment of backhaul costs after 1 year from the installation of the base station

Mountainland Supply To Provide:

NO	QTY	DESCRIPTION
1	1	Electrical circuit (120V AC, 30 Amp) and wiring in conduit to Base Station breaker panel
2	1	Coax from Base Station to Antenna.
3	1	Sensus approved antenna as per the propagation study.
4	1	Backhaul – will pay for backhaul costs for 1 year from the installation of the base station.
5	1	IP Scheme

Equipment Requirements: Example

QTY	U/M	Description
1	EA	WPA-70063-8CF-EDIN-0 Antenna
1	Set	Antenna Mounting Clamps
1	EA	6' LDF4-50A RF Jumper
40	FEET	7/8" Coax cable or appropriately sized cable
2	EA	OMNI Fit N/F LCF78-50 Connectors
1	EA	Pre-laced hoist grip for 7/8" coax
2	EA	Standard ground kits for 7/8" coax
2	EA	Universal weatherproofing kits
1	PAK	(10) round member adapters 1-1/2" to 3-1/2"
1	PAK	(10) 1/2" Clip or butterfly hangers
3	PAK	(30) angle adapters
6	PAK	(60) 3/4" to 1-1/2" round member adapters
8	PAK	(80) 7/8" clip or butterfly hangers
1	EA	GPS Polyphaser
1	EA	RF Polyphaser
50	FEET	#2 solid ground wire
25	FEET	#6 green insulated stranded or solid ground wire
1	EA	4" X 6" ground bar

Clean Up

During the installation and at the completion of its tasks, Sensus, Mountainland Supply and all contractors shall remove all of its waste material from the job-site. At the completion of its tasks Sensus and the contractors will leave the job-site area in which it was working unless more exactly specified.

Cooperation with Others

Sensus, Mountainland Supply and all contractors shall cooperate with all other parties on site to ensure maximum efficiency and an orderly and timely finish of the Work. Sensus and the contractors shall not be entitled to any additional compensation because it must cooperate with these other parties.

Safety

In performing work, all contractors, Mountainland Supply, and Sensus personnel shall comply with all applicable safety procedures, OSHA and government regulations and laws on the work site.

Schedule Delay

A site installation date, if provided, is only an estimated target date. Sensus, Mountainland Supply or its sub-contractors shall not be liable or deemed to be in default for any delay or failure in performance under this statement of work, directly or indirectly, from acts of God, civil or military authority, accidents, the weather conditions, labor disputes, shortages of materials, labor

or transportation problems or any causes beyond the control of either party.

FSS Parameter List

Structure Height:	40 feet	Structure Type:	Wood Pole
Proposed Antenna Height:	40 feet	Available Antenna Height:	40 feet
Antenna Type:	Omni	Antenna Model:	DB589-Y
Antenna Mounting Location:	Top of Pole	Antenna Orientation:	N/A
Antenna Stand-off Length:	N/A		
M400 to Main Coax Jumper Type:	LDF-4	TGB to Main Coax Jumper Length:	6 feet
Main Coax to Antenna Jumper Type:	LDF4-50A	Main Coax to Antenna Jumper Length:	6feet
Main Coax Type:	7/8"	Main Coax Length:	40 ft
Main Coax to Tower Fastener Type:	Clip or Butterfly Hangers	Number of Main Coax Ground Kits Recommended:	2
RF Polyphaser:	IS-B50HN-C2-MA	GPS Polyphaser:	DGXZ+15TGTF-A

Does this parameter list match the current FSS design data?: <YES>

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

APPROVAL SHEET

Site Name and Location: Tank 6
Utah County
(Lat. 40.390805° Lon. -111.996839°)

Sensus Project Code: 7052

The proposed site will be installed per the above recommendations. Any alterations from the documented antenna height, antenna azimuth or cable types/lengths will require prior approval from Sensus Metering Systems Engineering.

For: *Sensus Metering Systems Representative*

Name Signature Date

Brent L Olson *Brent L Olson* 6/22/2020
Brent L Olson (Jun 22, 2020 10:50 PDT)

For: *Eagle Mountain City*

Name Signature Date

Mark Strain *Mark Strain* 4/21/2020

For: *Distributor*

Name Signature Date

Mountainland Supply LLC *[Signature]* 5/27/2020

**ATTACHMENT C:
COST SCHEDULE**

Matt McAllister
AMR / AMI Specialist

1505 W 130 S
Orem, Ut 84058

T: 801.224.6050
F: 801.224.6058
matt.mcallister@mountainlandsupply.us
www.mountainlandsupply.com



Bill to Customer:

Eagle Mountain City
1650 East Stagecoach Run,
Eagle Mountain, UT 84043

Ship to Customer:

Eagle Mountain City
1650 East Stagecoach Run,
Eagle Mountain, UT 84043

Reference: Sensus Fixed Base System Budgetary Numbers

Salesman: Morgan Evans

Effective: 1/5/2018

Terms: Net 30 Days

Line	Description	Qty	U/M	Unit Price	Extension
BaseStations and HandHelds					
1	Sensus FlexNet M400 Base Station	2	ea	\$22,500.00	\$45,000.00
2	Sensus Base Station Installation	2	ea	\$22,500.00	\$45,000.00
3	Cellular Backhaul Device & Installation	2	ea	\$965.00	\$1,930.00
4	Sensus BaseStation Extended Warranty (Starts Year 2)	1	ea	\$1,250.00	\$0.00
5	Project Management - Base Station Depl (Per Month)	1	ea	\$25,000.00	\$25,000.00
BaseStations and HandHelds Sub Total					\$116,930.00

Software One-Time Costs					
1	Sensus RNI SaaS Setup Fee	1	ea	\$8,000.00	\$8,000.00
2	RNI Core Education - Onsite	1	ea	\$5,500.00	\$5,500.00
3	Sensus Analytics Suite Enhanced Platform Setup	1	ea	\$7,500.00	\$7,500.00
4	System Setup of Sensus Analytics Suite Enhanced with Utility Back Office for standard configuraiton - Integration	1	ea	\$4,500.00	\$4,500.00
5	1 day of onsite Education and Training Services	1	ea	\$1,800.00	\$1,800.00
TOTAL One-Time Price:					\$27,300.00

Software SaaS Costs					
1	Sensus RNI Annual Service (6K Endpoints) Includes: Software as a Service (SaaS) <i>**All annual Fees are subject to a 3.5% annual increase over a prior year</i>	1	ea	\$14,000.00	\$14,000.00
2	Sensus Analytics Suite Enhanced - Annual Fee (up to 6K Endpoints) <i>Apps Included: Device Access, Meter Insight, Report Access, Billing Access, Biling Adapter, Alarm Dashboard, Alert Manager, Water Insight and Data Store.</i> Full SaaS solution with all infrastrutres, servers, maintenance and future software upgrades included while a subscriber. <i>**All annual Fees are subject to a 3.5% annual increase over a prior year</i>	1	ea	\$13,000.00	\$13,000.00
3	Annual Block of 6K Text messages <i>annual Fees are subject to a 3.5% annual increase over a prior year</i>	1	ea	\$675.00	\$675.00
TOTAL Yearly SaaS					\$27,675.00
Customer Portal Set Up					








Sensus Contract

Final Audit Report

2020-06-22

Created:	2020-05-26
By:	Lianne Pengra (lpengra@emcity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAf6-KxaZVeNZdRHBIYy0fdsQHc5uVi4t1

"Sensus Contract" History

-  Document created by Lianne Pengra (lpengra@emcity.org)
2020-05-26 - 10:52:28 PM GMT- IP address: 206.251.40.168
-  Document emailed to Matt McAllister (matt.mcallister@mc.supply) for signature
2020-05-26 - 10:56:01 PM GMT
-  Email viewed by Matt McAllister (matt.mcallister@mc.supply)
2020-05-27 - 4:44:08 PM GMT- IP address: 67.214.241.162
-  Document e-signed by Matt McAllister (matt.mcallister@mc.supply)
Signature Date: 2020-05-27 - 10:34:07 PM GMT - Time Source: server- IP address: 67.214.241.162
-  Document emailed to Brent L Olson (brent.olson@xylem.com) for signature
2020-05-27 - 10:34:10 PM GMT
-  Email viewed by Brent L Olson (brent.olson@xylem.com)
2020-05-27 - 11:02:50 PM GMT- IP address: 72.223.53.156
-  Document e-signed by Brent L Olson (brent.olson@xylem.com)
Signature Date: 2020-06-22 - 5:50:03 PM GMT - Time Source: server- IP address: 72.223.53.156
-  Signed document emailed to Matt McAllister (matt.mcallister@mc.supply), Lianne Pengra (lpengra@emcity.org), Brent L Olson (brent.olson@xylem.com), and mstraw@emcity.org
2020-06-22 - 5:50:03 PM GMT



Adobe Sign