



SAVE TIME • SAVE ENERGY • SAVE MONEY

533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

July 21, 2026

Lea Lemmons
Western Hills Water District

RE: Site Communications Network — Secure Remote Access

SKM Engineering, LLC. (SKM) is pleased to provide this proposal to establish secure remote communications at the Western Hills Water District's seven sites (five pump stations, the tank site, and the office). Each site will use a Starlink internet connection, interfaced to the District network through an SKM-supplied and configured VPN appliance. The following outlines the scope, associated costs, and an optional on-site setup service.

Scope

Scope of Services

- Per-site scope (provided at each of the 7 sites):
 - Supply VPN appliance to interface with the site Starlink connection
 - Configure the VPN appliance for the District network
- Ongoing annual costs:
 - VPN appliance subscription — \$160 per year, per device
 - 7 devices (5 pump stations, tank, office) — \$1,120 per year total
- Optional on-site setup assistance (if requested):
 - SKM (Allen Rogers) on-site to assist with installation and startup
 - \$1,800 per day, plus travel expenses billed at cost

Scope Cost

\$1,530 per site*

**Per-site setup cost. Ongoing annual and optional on-site assistance costs are listed above. Starlink service is provided by others.*

Exclusions and Exceptions

Starlink hardware and internet service are provided by others; not supplied by SKM.

SKM's scope is limited to supply and configuration of the VPN appliance. Installation, mounting, and field cabling/termination to be provided by others.

Ongoing VPN subscription costs are the responsibility of the District.

Sincerely,

Allen Rogers, Principal
SKM Engineering, LLC.
allen.rogers@skmeng.com



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533 W 2600 S, Suite 25, Bountiful, UT 84010
(801)677-0011 www.skmeng.com

(801) 683-3765

Accepted by

Signature

Printed Name

Title

Date

Attached: *Articles of Terms and Conditions*

SKM Engineering, LLC

Articles of Terms and Conditions

I. SCOPE

SKM, Engineering LLC.(SKM) agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of SKM shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in Article I in accordance with the compensation provisions in the proposal. Payment to SKM will be made within 30 days after the date of billing. Interest on the unpaid balance will accrue beginning on the 31st day at the maximum interest rate permitted by law.

Time-related charges will be made in accordance with the billing rate referenced in the proposal or Agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, SKM's standard billing rates shall apply.

III. RESPONSIBILITY

SKM is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. SKM shall perform the services in accordance with generally accepted engineering practices and standards in effect when the services are rendered. SKM does not expressly or impliedly warrant or guarantee its services.

In performing construction management services, SKM shall act as agent of Client. SKM's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

The presence of SKM's personnel at a construction site, whether as on-site representative, resident engineer or construction manager, shall be for the sole purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents and does not constitute any form of guarantee or assurance with respect to contractor's performance. No other express or implied warranty with respect to the Work is provided and all such other warranties are expressly disclaimed.

IV. INDEMNIFICATION

SKM agrees to indemnify, defend, and hold Client harmless from and against any liability to the extent arising out of the negligent acts, errors or omissions of SKM, its agents, employees, or representatives, in the performance of duties under the Agreement. Regardless of any other term of this Agreement, in no event shall SKM be responsible or liable to the other for any incidental, consequential, or other indirect damages.

V. ATTORNEYS' FEES

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

VI. INSURANCE

SKM shall maintain during the life of the Agreement the following minimum insurance:

1. **Comprehensive general liability** insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. **Automobile bodily injury and property damage liability** insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. **Statutory Worker's compensation and employers' liability** insurance as required by state law.
4. **Professional liability** insurance with limits of not less than \$1,000,000.

VII. SUBCONTRACTS

SKM shall be entitled, to the extent determined to be appropriate by SKM, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or SKM without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the proposal to which they are attached represent the entire understanding of Client and SKM as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties, provided further that any terms and conditions in any Task Order or purchase order issued in connection or under the Agreement which are inconsistent with the Agreement are deemed null and void.

X. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Utah. Jurisdiction and venue of any litigation arising from the Agreement shall also be in Idaho.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by SKM hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on SKM's performance of its services hereunder.

XIII. WORK PRODUCT

SKM and Client recognize that SKM's work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify SKM against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

Any signed, stamped and dated Construction Documents prepared by the Consultant are the Work Product. CADD files are furnished for convenience only. The transfer of the CADD files for use by the Client shall not be deemed a sale and the Consultant makes no warranty, either express or implied, of merchantability or fitness for any particular purpose.

XIV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. **By Client.** By written notice to SKM, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. SKM shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. If suspension is greater than 30 days, then SKM shall have the right to terminate this Agreement in accordance with Article XIV, Termination of Work.
2. **By SKM.** By written notice to Client, SKM may suspend the Work if SKM reasonably determines that working conditions at the Site (outside SKM's control) are unsafe, or in violation of applicable laws, or for other circumstances not caused by SKM that are interfering with the normal progress of the Work. SKM's suspension of Work hereunder shall be without prejudice to any other remedy of SKM at law or equity.

XV. TERMINATION OF WORK

This Agreement may be terminated as follows:

1. **Client** (a) for its convenience on 30 days' notice to SKM, or (b) for materially breaches this Agreement through no fault of Client and SKM neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to SKM.
2. **By SKM** (a) for cause, if Client materially breaches this Agreement through no fault of SKM and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after SKM has given written notice of the alleged breach to Client, or (b) upon five days' notice if Work under this Agreement has been suspended by either Client or SKM in the aggregate for more than 30 days.
3. **Payment upon Termination.** In the event of termination, SKM shall perform such additional work as is reasonably necessary for the orderly closing of the Work. SKM shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work. Except for termination of SKM by Client for cause, SKM shall also receive a termination fee equal to 15 percent of the total compensation yet to be earned under existing authorizations at the time of termination.

XVI. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the SKM Project Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.

Re: Lift Station Comms Proposal

From Lea Emmons <lemmons@whwd.org>
Date Tue 8/4/2026 7:08 AM
To Ron Demmers <rdemmers@whwd.org>

Ron,
Below is the updated estimate that adds a VPN in the lab to address your concern about keeping the business internet seperate.

Lea

From: Lea Emmons <lemmons@whwd.org>
Sent: Friday, July 24, 2026 11:04 AM
To: Ron Demmers <rdemmers@whwd.org>
Subject: Fw: Lift Station Comms Proposal

Ron,
Attached is the quote for SKM to provide equipment that allows Starlink to integrate to the lift station controls. Below is the cost breakdown for the initial cost and the estimated annual cost.

Initial-	
SKM to provide 6 VPN modules- \$1530ea	\$9180
Home depot supplies for conduit run	\$1000
Contingency for supplies	\$1000
SKM 1-day optional visit	\$1800
Total	\$12980

The annual fee for the VPN update after the first year is \$1120. Works out to approximately \$94 per month. This will be due 12 months after the initial start up.

Allen suggested the 50GB plan for star link. That is \$55 per month. The estimate for monthly service, internet and vpn, would be \$314.

Ron I didn't look up the initial cost for star link.

Call me with any questions.

Lea

From: Allen Rogers <allen.rogers@skmeng.com>
Sent: Tuesday, July 21, 2026 10:47 PM