



March 6, 2026

Mr. Trevor Walter
City of Baxter
13190 Memorywood Drive
Baxter, MN 56425

**RE: Letter Agreement between City of Baxter and AE2S
City of Baxter, MN – 2026 Win911 Software Upgrade I&C Professional Services**

Dear Mr. Walter:

Advanced Engineering and Environmental Services, LLC (AE2S) proposes to render professional services for programmable logic controller (PLC) and Supervisory Control and Data Acquisition (SCADA) programming services associated with the 2026 Win911 Software Upgrade to the City of Baxter (CLIENT).

This Agreement, including Exhibit A, sets forth the terms and conditions under which the CLIENT and AE2S shall be governed regarding the Assignment.

Scope of Basic Services

AE2S will perform the following tasks:

1. Procure Win911 software 2026 3-year subscription license.
2. Uninstall existing Win911 software version 2021R6 and remove all data files.
3. Install new Win911 2026 software and perform configuration tasks.
4. Assist operators with deletion of existing Win911 Mobile app and install of new SmartSights Mobile app.
5. Commissioning and Testing.

Additional Services

Services resulting from significant changes in the general scope, extent, or character of the Assignment are not included as a part of the Scope of Basic Services. If authorized in writing by the CLIENT, AE2S will provide services beyond the scope of this Agreement on an hourly basis.

CLIENT's Responsibilities

CLIENT shall do the following in a timely manner, so as not to delay the services of AE2S:

1. Designate a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, and interpret and define CLIENT's policies and decisions with respect to services for the Assignment.

RE: Letter Agreement for City of Baxter
City of Baxter, MN – 2026 Win911 Software Upgrade I&C Professional Services
March 6, 2026
Page 2 of 3

2. Provide access to the relevant sites sufficient for AE2S to perform its services under this Agreement.
3. CLIENT shall, so long as AE2S is not in default, promptly pay AE2S for such services as have been performed satisfactorily hereunder in accordance with the fee terms set forth herein.

CLIENT shall bear all costs incident to compliance with its responsibilities pursuant to this section.

FEES

AE2S shall render services under this Agreement on an hourly basis not to exceed \$15,220 without written authorization from CLIENT, including reimbursement for all project related expenses.

Win911 2026 Software Upgrade I&C Professional Services	Professional Fees
Uninstall Existing Win911 Software	\$ 1,404
Installation and Configuration of New Win911 Software	\$ 3,276
Mobile App Items	\$ 936
Testing and Commissioning	\$ 1,404
Reimbursables (Licensing, Expenses, Etc.)	\$ 8,200
Total Win911 Software Upgrade I&C Professional Services	\$15,220

Baxter Utilities Departments Breakdown	Professional Fees
Water Department Total	\$ 7,610
Lift Stations Department Total	\$ 7,610

Anticipated Project Schedule

Completion of the proposed Scope of Services is dependent on receiving notice to proceed.

Contract Documents

This Agreement includes the following documents, incorporated herein by reference:

1. Exhibit A - Terms and Conditions;
2. Exhibit B – Hourly Fee and Expense Schedule;
3. All other attached Exhibits referenced in this Agreement;
4. Any drawings or specifications provided by the CLIENT in writing; and
5. Any duly executed written amendments.

There are no contract documents other than this Agreement and those documents listed above.

If this Agreement sets forth your understanding of our agreement, including the scope of work desired, fees, terms, and conditions, please sign in the space provided and return a copy to AE2S. Thank you for the opportunity to assist in this project and we look forward to working with you.

**RE: Letter Agreement for City of Baxter
City of Baxter, MN – 2026 Win911 Software Upgrade I&C Professional Services
March 6, 2026
Page 3 of 3**

Sincerely,

AE2S

CLIENT




Allen Dostall
Senior I&C Project Manager

Accepted this ____ day of

_____, 2026

By: _____

By: 

Steve Seibert
Operations Manager

Name (Print): DARREL OLSON

Title: MAYOR

Standard Terms and Conditions

The Agreement is supplemented to include the following terms and conditions:

1. **Standard of Care**
 - a. The standard of care for all professional services performed or furnished by AE2S under this Agreement will be the care and skill ordinarily used by members of AE2S's profession practicing under similar circumstances at the same time and in the same locality. AE2S makes no warranties, express or implied, under this Agreement or otherwise, in connection with AE2S's services.
 - b. CLIENT shall be responsible for, and AE2S may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to AE2S pursuant to this Agreement. AE2S may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
2. **Payments to AE2S**

Invoices will be prepared in accordance with AE2S's standard invoicing practices and will be submitted to CLIENT by AE2S monthly, unless otherwise agreed. Invoices are due and payable within 30 days. If CLIENT fails to make any payment due AE2S for services and expenses within 30 days, the amounts due AE2S will be increased at the rate of 1.75% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, AE2S may, after giving seven days written notice to CLIENT, suspend services under this Agreement until AE2S has been paid in full all amounts due for services, expenses, and other related charges. All payments shall be made in United States Dollars. AE2S's compensation is exclusive of any applicable sales or use taxes imposed by any governmental authority on AE2S's compensation under this Agreement. CLIENT shall reimburse AE2S for the cost of such sales or use taxes. AE2S's invoices shall state all such applicable sales or use taxes, if any.
3. **Insurance**

AE2S will maintain insurance coverage for Workers' Compensation, Professional Liability, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.
4. **Exclusion of Special, Incidental, Indirect, and Consequential Damages**

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, AE2S and AE2S's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them.
5. **Limit of Liability**

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of AE2S and AE2S's officers, directors, partners, employees, agents, and AE2S's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of AE2S or AE2S's officers, directors, partners, employees, agents, or AE2S's Consultants, or any of them, shall not exceed total compensation received by AE2S as part of this Agreement.
6. **Termination of Contract**

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to AE2S all amounts owing to AE2S under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
7. **Access**

CLIENT shall arrange for safe access to and make all provisions for AE2S and AE2S's Consultants to enter upon public and private property as required for AE2S to perform services under this Agreement.
8. **Patents**

AE2S shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.
9. **Ownership and Reuse of Documents**

All documents prepared or furnished by AE2S pursuant to this Agreement are instruments of service, and AE2S shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold AE2S harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.
10. **Limited Equipment Warranty**

AE2S MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY PRODUCTS MANUFACTURED BY A THIRD PARTY, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. AE2S'S SOLE RESPONSIBILITY TO CLIENT WITH RESPECT TO ANY EQUIPMENT OR COMPONENTS AND PARTS MANUFACTURED BY A THIRD PARTY AND INCORPORATED INTO THE EQUIPMENT SHALL BE TO PASS THROUGH TO CLIENT SUCH ORIGINAL EQUIPMENT MANUFACTURER'S AVAILABLE PRODUCT WARRANTY. THE REMEDIES SET FORTH IN THE MANUFACTURER'S TERMS SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND AE2S'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY
11. **Contractors**

AE2S shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall AE2S have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at a project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. AE2S neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor. AE2S shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any

other persons (except AE2S's own employees) at a project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by AE2S.

12. **Force Majeure**
AE2S shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond AE2S's reasonable control.
13. **No Third Party Beneficiaries**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and AE2S and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or AE2S. AE2S's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against AE2S because of this Agreement or the performance or nonperformance of services hereunder.
14. **Assignment**
Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.
15. **Binding Effect**
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
16. **Severability and Waiver of Provisions**
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and AE2S, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
17. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
18. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
19. **Controlling Law**
This Agreement is to be governed by the law of the State of Minnesota without regard to its conflicts of laws principles.
20. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page, or if to AE2S at 4050 Garden View Drive, Grand Forks, ND 58201, and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
21. **Executed in Counterparts**
This Agreement may be executed in counterparts, each of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement shall constitute effective delivery of this Agreement. Each party agrees that the delivery of the Agreement by facsimile or electronic mail shall have the same force and effect as delivery of original signature and that each party may use such facsimile or electronic mail signatures as evidence of the execution and delivery of the Agreement by the parties to the same extent that an original signature could be used.

This is EXHIBIT B, consisting of 2 pages, referred to in and part of the Agreement between CLIENT and AE2S dated April 8, 2026.

Hourly Fee and Expense Schedule

Reimbursable Expenses and Standard Hourly rates in effect on the date of the Agreement are set forth below. Rates are subject to annual adjustment effective January 1.

Labor Rates*

Administrative 1	\$73.00	I&C Assistant 1	\$112.00
Administrative 2	\$88.00	I&C Assistant 2	\$139.00
Administrative 3	\$103.00	I&C 1	\$166.00
		I&C 2	\$196.00
Communications Specialist 1	\$117.00	I&C 3	\$221.00
Communications Specialist 2	\$137.00	I&C 4	\$234.00
Communications Specialist 3	\$158.00	I&C 5	\$246.00
Communications Specialist 4	\$190.00		
Communications Specialist 5	\$210.00	IT 1	\$145.00
		IT 2	\$196.00
Construction Services 1	\$140.00	IT 3	\$241.00
Construction Services 2	\$171.00		
Construction Services 3	\$190.00	Land Surveyor Assistant	\$107.00
Construction Services 4	\$211.00	Land Surveyor 1	\$129.00
Construction Services 5	\$232.00	Land Surveyor 2	\$156.00
		Land Surveyor 3	\$175.00
Engineering Assistant 1	\$94.00	Land Surveyor 4	\$193.00
Engineering Assistant 2	\$111.00	Land Surveyor 5	\$213.00
Engineering Assistant 3	\$140.00		
Engineer 1	\$152.00	Operations Specialist 1	\$112.00
Engineer 2	\$182.00	Operations Specialist 2	\$140.00
Engineer 3	\$213.00	Operations Specialist 3	\$173.00
Engineer 4	\$246.00	Operations Specialist 4	\$198.00
Engineer 5	\$264.00	Operations Specialist 5	\$222.00
Engineer 6	\$279.00		
		Project Coordinator 1	\$130.00
Engineering Technician 1	\$93.00	Project Coordinator 2	\$145.00
Engineering Technician 2	\$117.00	Project Coordinator 3	\$162.00
Engineering Technician 3	\$141.00	Project Coordinator 4	\$178.00
Engineering Technician 4	\$158.00	Project Coordinator 5	\$201.00
Engineering Technician 5	\$181.00		
		Project Manager 1	\$229.00
Financial Analyst 1	\$126.00	Project Manager 2	\$251.00
Financial Analyst 2	\$142.00	Project Manager 3	\$269.00
Financial Analyst 3	\$171.00	Project Manager 4	\$284.00
Financial Analyst 4	\$187.00	Project Manager 5	\$303.00
Financial Analyst 5	\$209.00	Project Manager 6	\$317.00
GIS Specialist 1	\$117.00	Sr. Designer 1	\$199.00
GIS Specialist 2	\$142.00	Sr. Designer 2	\$221.00
GIS Specialist 3	\$168.00	Sr. Designer 3	\$238.00
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00	Sr. Financial Analyst 1	\$236.00
		Sr. Financial Analyst 2	\$257.00
		Sr. Financial Analyst 3	\$279.00
		Technical Expert 1	\$361.00
		Technical Expert 2	Negotiable

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

Signature: 

Email: Allen.Dostall@ae2s.com