



Board of County Commissioners Agenda Request

Add-on

Handout
2 M
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: County Administrator's Performance Evaluation Summary

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Jessica Seibert, County Administrator	Department: Administration
---	--------------------------------------

Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed:
---	-------------------------------

Summary of Issue:

On June 27, 2017 the County Board held a closed session to evaluation the performance of County Administrator Jessica Seibert. The Board rated Ms. Seibert's performance as "success", noting that some areas were difficult to evaluate after only 3 months. Communication and relationship building were noted as strengths.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve statement regarding performance evaluation of Jessica Seibert, County Administrator.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No Please Explain:

 **AIA** Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

Handout -
5A1
Final Version
7-10-17
BKV

AGREEMENT made as of the twenty-third day of May in the year two thousand seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Aitkin County
217 2nd Street NW
Room 134
Aitkin, MN 56431

and the Architect:
(Name, legal status, address and other information)

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 N. 2nd Street, Ste. 101
Minneapolis, MN 55401

for the following Project:
(Name, location and detailed description)

Aitkin County Government Center Remodeling & Expansion
217 2nd St. NW
Aitkin, MN 56431

The project includes demolition of the 1915 jail, remodeling of the 1929 courthouse and a new 3 story courts addition (approximately 5,600 SF) and new addition 3 story government center (approximately 21,600 SF).

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1 and in optional Exhibit A, I.~~ Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The project consists of demolition of the 1915 jail building, building a new 3 story government services building west of the existing courthouse and building a new 3 story secured entry and justice services link between the courthouse and the new 3 story government services building. The project will also include some minor interior remodeling of the existing courts building and central annex. The work will also include parking and site work on the property.

The architectural team will include services for architectural, civil, landscape architecture, structural, mechanical and electrical engineering and interior design.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Anticipated to be May 2018

- .2 Substantial Completion date:

Estimated to be October 25, 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.4 The County is utilizing Contegrity Group as the Construction Manager for the project. This agreement recognizes that and will support all work and coordination with the County and CM as defined in that contract.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See attached certificate with the limits.

.2 Automobile Liability

See attached certificate with the limits.

.3 Workers' Compensation

See attached certificate with the limits.

.4 Professional Liability

See attached certificate with the limits.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:45:31 on 07/10/2017 under Order No.7299018894 which expires on 06/14/2018, and is not for resale.

User Notes:

(1347382059)

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 ~~The~~ If requested by Owner, the Architect shall assist the Owner in bidding the Project by
1. procuring the reproduction of Bidding Documents for distribution to prospective bidders;

- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:45:31 on 07/10/2017 under Order No.7299018894 which expires on 06/14/2018, and is not for resale.

User Notes:

(1347382059)

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Init.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility <i>(Architect, Owner or Not or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Architect	Provided in base contract
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Provided in base contract
§ 4.1.6 Building Information Modeling (B202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Provided in base contract
§ 4.1.8 Landscape design	Architect	Provided in base contract
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Provided in base contract
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	By CM
§ 4.1.12 On-site Project Representation (B207™-2008)	Architect	Twice a month, see 4.3.3
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Architect	Provided in base contract
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	Support as needed
§ 4.1.19 Coordination of Owner's consultants	Architect	Provided in base contract
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Architect	Provided in base contract
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	Support as needed for local historic society
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	Estimated amount included in CM estimate

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

Init.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or ~~contractors; contractors or~~ necessary third parties;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than ~~the Architect.~~ the Architect;
- .12 Providing the services of special inspectors.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect ~~shall~~ may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services, and the Architect shall not be required to continue such services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twice a month (28) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

Init.

§ 4.3.4 If the services covered by this Agreement have not been completed within ~~twenty-eight (28)~~ months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall ~~may~~ be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render ~~decisions~~ decisions, provide information and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the ~~Project, and a written legal description of the site. The surveys and legal information~~ Project. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 ~~The Owner shall furnish~~ Architect will assist the County in providing the required site information as follows: services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through

the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, ~~6.6.4~~ and the Architect provided all estimates of the Cost of Work, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:45:31 on 07/10/2017 under Order No. 7299018894 which expires on 06/14/2018, and is not for resale.

User Notes:

(1347382059)

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project~~ Project or a part thereof, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~seven~~ 30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

Init.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site~~ site, including, without limitation, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. Notwithstanding any provision in this Agreement to the contrary, the Parties are subject to the requirements of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.

§ 10.9 Architect's records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by Owner and either the Legislative or State Auditor, pursuant to Minn. Stat. sec. 16B.06, subd. 5. Architect agrees to maintain such evidences for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Init.

The fee shall be a lump sum of \$568,000.00. Reimbursable expenses are industry standard for costs such as travel, printing, lodging, shipping, etc. This will be invoiced monthly with no mark ups. The not to exceed amount shall be \$40,000.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Items determined to be a change to the Agreement as additional services will be reviewed and approved by Owner based on the scope of work and the hourly rates of the Architect to complete the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Items determined to be a change to the Agreement as additional services will be reviewed and approved by Owner based on the scope of work and the hourly rates listed in 11.7 of the Architect to complete the work. All hourly rates for Additional Services are subject to a potential 3% annual cost of living increase effective January 1 of each year.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>fifteen</u>	percent (<u>15</u>)	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>)	%)
Construction Documents Phase	<u>thirty-five</u>	percent (<u>35</u>)	%)
Bidding or Negotiation Phase	<u>five</u>	percent (<u>5</u>)	%)
Construction Phase	<u>twenty-five</u>	percent (<u>25</u>)	%)
<hr/>					
Total Basic Compensation	one hundred	percent (100)	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
<u>MANAGING PARTNER</u>	<u>\$180-\$270</u>
<u>MANAGING ARCHITECT</u>	<u>\$165-\$175</u>
<u>SENIOR PROJECT ARCHITECT</u>	<u>\$150-\$165</u>
<u>SENIOR ARCHITECTURAL DESIGNER</u>	<u>\$150-\$160</u>
<u>PROJECT ARCHITECT III</u>	<u>\$120-\$130</u>
<u>PROJECT ARCHITECT II</u>	<u>\$115-\$125</u>

Init. AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:45:31 on 07/10/2017 under Order No.7299018894 which expires on 06/14/2018, and is not for resale.

User Notes:

(1347382059)

<u>PROJECT ARCHITECT I</u>	\$100-\$110
<u>ARCHITECTURAL DESIGNER III</u>	\$110-\$120
<u>ARCHITECTURAL DESIGNER II</u>	\$90-\$95
<u>ARCHITECTURAL DESIGNER I</u>	\$80-\$85
<u>SENIOR LANDSCAPE ARCHITECT</u>	\$140-\$145
<u>LANDSCAPE ARCHITECT III</u>	\$120-\$130
<u>LANDSCAPE ARCHITECT II</u>	\$115-\$125
<u>LANDSCAPE ARCHITECT I</u>	\$100-\$110
<u>LANDSCAPE DESIGNER III</u>	\$110-\$120
<u>LANDSCAPE DESIGNER II</u>	\$90-\$95
<u>LANDSCAPE DESIGNER I</u>	\$80-\$85
<u>PARTNER/SENIOR INTERIOR DESIGNER</u>	\$180-\$200
<u>SENIOR INTERIOR DESIGNER</u>	\$110-\$125
<u>INTERIOR DESIGNER III</u>	\$95-\$100
<u>INTERIOR DESIGNER II</u>	\$85-\$95
<u>INTERIOR DESIGNER I</u>	\$70-\$80
<u>SENIOR MECHANICAL ENGINEER</u>	\$165-\$190
<u>SENIOR MECHANICAL DESIGNER</u>	\$120-\$170
<u>MECHANICAL ENGINEER</u>	\$130-\$150
<u>MECHANICAL, EIT</u>	\$90-\$130
<u>MECHANICAL DESIGNER III</u>	\$110-\$120
<u>MECHANICAL DESIGNER II</u>	\$90-\$95
<u>MECHANICAL DESIGNER I</u>	\$80-\$85
<u>SENIOR ELECTRICAL ENGINEER</u>	\$170-\$180
<u>ELECTRICAL ENGINEER</u>	\$130-\$145
<u>SENIOR ELECTRICAL DESIGNER</u>	\$125-\$130
<u>ELECTRICAL, EIT</u>	\$90-\$130
<u>ELECTRICAL DESIGNER III</u>	\$110-\$120
<u>ELECTRICAL DESIGNER II</u>	\$90-\$95
<u>ELECTRICAL DESIGNER I</u>	\$80-\$85
<u>SENIOR STRUCTURAL ENGINEER</u>	\$155-\$190
<u>STRUCTURAL ENGINEER</u>	\$130-\$150
<u>SENIOR STRUCTURAL DESIGNER</u>	\$110-\$120
<u>STRUCTURAL, EIT</u>	\$90-\$130
<u>STRUCTURAL DESIGNER III</u>	\$110-\$120
<u>STRUCTURAL DESIGNER II</u>	\$90-\$95
<u>STRUCTURAL DESIGNER I</u>	\$80-\$85
<u>PARTNER/ SENIOR CONSTRUCTION ADMIN.</u>	\$230-\$240
<u>SENIOR CONSTRUCTION ADMINISTRATOR</u>	\$150-\$185
<u>CONSTRUCTION ADMINISTRATOR</u>	\$100-\$160
<u>SPECIFICATIONS WRITER</u>	\$140-\$180
<u>QUALITY ASSURANCE</u>	\$145-\$170
<u>CODE SPECIALIST</u>	\$165-\$170
<u>INTERNS/MODEL BUILDING</u>	\$60-\$70

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 ~~Renderings, models, Models,~~ mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% Current Prime Rate plus 1% per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the ~~Work~~ Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or Construction Document estimates by the Owner or Construction Manager, such adjustments and changes are to be compensated to the Architect as an Additional Service.

Init.

12.4 If services described under Additional Services are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The Architect's visits to the site during Construction Phase shall average twice per month.

12.6 At the request of the Owner, the Architect shall conduct one (1) inspection after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

12.7 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.8 The Architect includes in the basic fee the work for the City submittals and approvals.

12.9 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin. The provisions of Minnesota Statutes Section 181.59 are incorporated by reference into this Agreement.

12.10 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

J. Mark Wedel, County Chair

(Printed name and title)

OWNER

(Signature)

Jessica Seibert, County Administrator

(Printed name and title)

ARCHITECT

(Signature)

Bruce Schwartzman, AIA - Partner

(Printed name and title)

ARCHITECT

(Signature)

Jack Boorman, AIA - CEO

(Printed name and title)

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:45:31 on 07/10/2017 under Order No.7299018894 which expires on 06/14/2018, and is not for resale.

User Notes:

(1347382059)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Bruce Schwartzman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:45:31 on 07/10/2017 under Order No. 7299018894 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed)

Partner

(Title)

7/10/17

(Dated)

Hand-out
Add-on
SE

July 2013 version

ENVIRONMENTAL ASSESSMENT WORKSHEET

This Environmental Assessment Worksheet (EAW) form and EAW Guidelines are available at the Environmental Quality Board's website at:

<http://www.eqb.state.mn.us/EnvRevGuidanceDocuments.htm>. The EAW form provides information about a project that may have the potential for significant environmental effects. The EAW Guidelines provide additional detail and resources for completing the EAW form.

Cumulative potential effects can either be addressed under each applicable EAW Item, or can be addresses collectively under EAW Item 19.

Note to reviewers: Comments must be submitted to the RGU during the 30-day comment period following notice of the EAW in the *EQB Monitor*. Comments should address the accuracy and completeness of information, potential impacts that warrant further investigation and the need for an EIS.

1. Project title: Aitkin County Government Center Expansion

2. Proposer: Aitkin County

Contact person: **Jessica Seibert**
Title: **Aitkin County Administrator**
Address: **217 2nd Street NW Room 130**
City, State, ZIP: **Aitkin, MN 56431**
Phone: **218-927-7282**
Fax: **218-927-7374**
Email: **Jessica.seibert@co.aitkin.mn.us**

3. RGU – Aitkin County

Contact person: **Jessica Seibert**
Title: **Aitkin County Administrator**
Address: **217 2nd Street NW Room 130**
City, State, ZIP: **Aitkin, MN 56431**
Phone: **218-927-7282**
Fax: **218-927-7374**
Email: **Jessica.seibert@co.aitkin.mn.us**

4. Reason for EAW Preparation: (check one)

Required:

- EIS Scoping
 Mandatory EAW

Discretionary:

- Citizen petition
 RGU discretion
 Proposer initiated

If EAW or EIS is mandatory give EQB rule category subpart number(s) and name(s):

Minnesota Administrative Rules 4410.4300 Subpart 31 Historic Places

5. Project Location:

County: **Aitkin**
City/Township: **City of Aitkin**
PLS Location (¼, ¼, Section, Township, Range): **NE ¼ of NE ¼, Section 26, Township 47 North, Range 27 West**
Watershed (81 major watershed scale): **Mississippi River - Brainerd**
GPS Coordinates: **46.533 degrees Latitude & 93.711 degrees Longitude**
Tax Parcel Number: **56-1-008100**

At a minimum attach each of the following to the EAW:

- County map showing the general location of the project (*attached*);
- U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopy acceptable) (*attached*); and
- Site plans showing all significant project and natural features. Pre-construction site plan and post-construction site plan.

6. **Project Description:**

- a. Provide the brief project summary to be published in the *EQB Monitor*, (approximately 50 words). **The new government center will be connected to the historic Courthouse and jail addition that opened in 2002. The Courthouse will have some interior remodeling to address justice related spaces. The construction will address needed space shortages, security, access, and wayfinding needs that the county has been trying to address for over 12 years. The 1915 jail building will be demolished to allow space for the new addition.**



- b. Give a complete description of the proposed project and related new construction, including infrastructure needs. If the project is an expansion include a description of the existing facility. Emphasize: 1) construction, operation methods and features that will cause physical manipulation of the environment or will produce wastes, 2) modifications to existing equipment or industrial processes, 3) significant demolition, removal or remodeling of existing structures, and 4) timing and duration of construction activities.

The project consists of three distinct activities; demolishing the circa 1915 jail building, constructing a county government center building on the site of the existing 1915 jail and interior remodeling the existing 1929 courthouse building to better accommodate the required courts and justice functions. To address court security requirements and improve accessibility a new three story secure entrance will be constructed on the north side of the government complex adjacent to the 1929 courthouse and new administration building. This new entry will require persons entering the courthouse to go through security screening. The new construction will all take place on the existing Aitkin County Courthouse campus. To allow for the County's long range space planning requirements in 2005 Aitkin County purchased adjacent property from St James Parish for the purpose of an expansion project. In 2017 a portion of 3rd Ave NW was vacated by the City of Aitkin at the request of the county. Because this is an expansion onto an existing building, the existing infrastructure will be utilized. Preliminary discussions with the City of Aitkin have been held to determine that existing sewer, water, electric and roads will be adequate for this project.

Minimal physical manipulation will be done to the existing environment. The footprint of the new construction will extend where the existing buildings are and onto the abandoned street. Construction waste will be handled by standard construction Best Management Practices and disposed of properly.

The "Old Jail" building, as it is commonly referred to, will be demolished. Standard demolition and disposal methods will be adhered to. An environmental assessment will be completed prior to demolition with any identified hazardous waste disposed of by all applicable rules and regulations. In the 1980's the old jail was converted into county offices and the County Board meeting room. The conversion was difficult as the building was constructed specifically for a county jail. The basement and attic are barely adequate for storage due to the building condition. Safety is a concern due to the lack of exits and the building is not fully accessible to people with mobility issues.

Demolition and preliminary site work is scheduled for late fall of 2017. New construction is scheduled for spring of 2018 through November of 2018 and remodel of the Courthouse to take place December of 2018 through March of 2019.

c. Project magnitude:

Total Project Acreage	2.25 acres
Linear project length	N/A
Number and type of residential units	N/A
Commercial building area (in square feet)	N/A
Industrial building area (in square feet)	N/A
Institutional building area (in square feet)	N/A
Other uses – specify (in square feet)	28,920 SF (Office)
Structure height(s)	44 FEET

- d. Explain the project purpose; if the project will be carried out by a governmental unit, explain the need for the project and identify its beneficiaries. **The project will be carried out by Aitkin County for the purposes of achieving operational efficiencies, keeping court related functions in a secure area that is separate from non-court related functions and improving accessibility and way finding for our citizens.**

The world is trending toward higher security in our court systems. Under our current building situation there is not a place to set up a secure entrance or perform adequate screening of persons using the courts or visiting with the County Attorney. Court and non-court related offices share some of the same office areas, such as the probation offices. Separating court and administrative functions will allow for the appropriate security measures for people needing court services yet citizens using administrative services, paying taxes or meeting with the Veterans Service Office will not be subject to the screening. Although that can be added at a later date if need be.

The new addition will house non-court related functions such as administration, core county offices such as the Treasurer, Environmental Services, Assessor, and County boardroom. This will allow Aitkin County to organize its departments with similar functions in the same area. This will lead to efficient cross training of employees performing similar tasks and make it easier for citizens to carry out their business by locating similar offices together. As it is now, a person needs to cover different floors and areas to complete a single function if it entails seeing more than one county department.

The layout of the court house is not conducive to folks with mobility issues; and with a growing senior citizen population the current building will not serve them well. The buildings were constructed well before handicap accessibility was a concern. Various additions done in the past have made accessibility even worse. Multiple falls are observed every year by staff especially near the stairs and entrances. A government center designed by today's standards would better serve seniors, veterans, people with mobility issues, and the general public.

- e. Are future stages of this development including development on any other property planned or likely to happen? Yes No

If yes, briefly describe future stages, relationship to present project, timeline and plans for environmental review.

- f. Is this project a subsequent stage of an earlier project? Yes No

If yes, briefly describe the past development, timeline and any past environmental review.

7. **Cover types:** Estimate the acreage of the site with each of the following cover types before and after development:

	Before	After		Before	After
Wetlands			Lawn/landscaping	1.58 acres	0.61 acres
Deep water/streams			Impervious surface	2.88 acres	3.85 acres
Wooded/forest			Stormwater Pond		
Brush/Grassland			Other (describe)		
Cropland					
			TOTAL	4.46	4.46

8. **Permits and approvals required:** List all known local, state and federal permits, approvals, certifications and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure. *All of these final decisions are prohibited until all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.*

<u>Unit of government</u>	<u>Type of application</u>	<u>Status</u>
City of Aitkin MN Pollution Control Agency	Building Permit/SWAC NPDES	pending not yet applied for

Cumulative potential effects may be considered and addressed in response to individual EAW Item Nos. 9-18, or the RGU can address all cumulative potential effects in response to EAW Item No. 19. If addressing cumulative effect under individual items, make sure to include information requested in EAW Item No. 19

9. **Land use:**

a. Describe:

- i. Existing land use of the site as well as areas adjacent to and near the site, including parks, trails, prime or unique farmlands. **The existing land use of the site as well as the areas adjacent to and near the site consist of governmental entities, educational facilities, service industries, retail stores, rental properties and multi-family & single family residences within the City of Aitkin.**
 - ii. Plans. Describe planned land use as identified in comprehensive plan (if available) and any other applicable plan for land use, water, or resources management by a local, regional, state, or federal agency. **The planned land use of the site as well as the areas adjacent to and near the site will remain unchanged into the foreseeable future.**
 - iii. Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenic rivers, critical area, agricultural preserves, etc. **According to the City of Aitkin Zoning Map the existing site as well as the areas adjacent to and near the site are zoned Downtown Mixed Use.**
- b. Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 9a above, concentrating on implications for environmental effects. **The project will be compatible with nearby land uses & zoning requirements and the potential for environmental impacts are minimal. The area is currently zoned as Downtown Mixed Use with similar land uses, such as Aitkin High School, located near the property.**
- c. Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 9b above. **A hazardous material assessment will be conducted on all structures that are going to be remodeled or demolished. Existing hazardous materials that are encountered will be handled and disposed of in compliance with hazardous waste disposal regulations. Best management practices including perimeter silt fence, storm sewer inlet projection and temporary turf establishment will be used to reduce erosion and prevent contaminated stormwater from leaving the site.**

10. Geology, soils and topography/land forms:

- a. **Geology** - Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.

The project area lies on a thrust fault and the underlying bedrock consists of Proterozoic Rock that are remnants of four orogenic and rifting events. The Paleoproterozoic Rock immediately underlying the site belongs to the Animikie Group consisting of twice-deformed metasedimentary rocks at the apparent base of the Animikie basin. The three distinct rock types in this group consist of: Graywacke & Slate; Sulfidic iron-formation; and, Graywacke & Slate with graphitic and sulfidic zones. The rocks are of uncertain age and were formed in the fold & thrust belt of the Penoken Orogen.

The following Geoglacial materials have overlain the above referenced bedrock material over the ages: Glacial Till (unsorted material deposited directly by glacial ice and showing no stratification); Glacial Outwash (a plain formed of glacial sediments deposited by meltwater outwash at the terminus of a glacier); and, Glaciolacustrine Deposits (sediments deposited into lakes that have come from glaciers are called glaciolacustrine deposits. These lakes include ice margin lakes or other types formed from glacial erosion or deposition. Sediments in the bedload and suspended load are carried into lakes and deposited). The City of Aitkin is primarily situated on a glacial outwash plain near the shoreline of the former Glacial Lake Aitkin.

- b. **Soils and topography** - Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 11.b.ii.

According to the Soil Survey of Aitkin County, Minnesota, the following soils were identified underlying and adjacent to the site:

1) Redby Loamy Fine Sand with stratified substratum dominates the north ½ of the site. This somewhat poorly drained soils' dominant parent material consists of alluvium and lacustrine deposits with a moderately low organic content. In the engineering properties table AASHTO classified this soil type as a SP-SM (fine to medium sand and fine sand) with a P200 in the 5-20% range indicating that proper soil bearing capacity can be achieved in this type of soil for the proposed project. However, this does not eliminate the need for onsite investigation;

2) Cutaway Loamy Fine Sand dominates the south ½ of the site. This moderately well drained soils' dominant parent material consists of glacial outwash over glacial till with a moderately low organic content. In the engineering properties table AASHTO classified this soil type as a SP-SM with a P200 in the 5-20% range in the outwash layer, at depth the till layer shows classifications of CL-ML (clays & silts) with P200 ranging between 30-45%

indicating that additional engineering controls may be required for the proposed project. An onsite investigation should be conducted;

3) Menagha Loamy Sand dominates to the west of the subject site. This excessively drained soils' dominant parent material consists of glacial outwash with moderately low organic matter. In the engineering properties table AASHTO classified this soil type as a SP-SM with a P200 in the 0-10% range indicating that proper soil bearing capacity can be achieved in this type of soil for the proposed project. However, this does not eliminate the need for onsite investigation.

A geotechnical investigation will be conducted to determine the actual underlying soil conditions for this project site. Prior to construction a Stormwater Pollution Prevention Plan (SWPPP) will be developed to determine the best management practices that will be required to ensure proper pollution and sediment control devices are in use during construction activities.

NOTE: For silica sand projects, the EAW must include a hydrogeologic investigation assessing the potential groundwater and surface water effects and geologic conditions that could create an increased risk of potentially significant effects on groundwater and surface water. Descriptions of water resources and potential effects from the project in EAW Item 11 must be consistent with the geology, soils and topography/land forms and potential effects described in EAW Item 10.

11. Water resources:

- a. Describe surface water and groundwater features on or near the site in a.i. and a.ii. below.
 - i. Surface water - lakes, streams, wetlands, intermittent channels, and county/judicial ditches. Include any special designations such as public waters, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any. *There are only two water bodies within one mile of the project site. 1) The Mississippi River is located approximately 0.53 miles north. According to the MPCA Special/Impaired Waters Search the Mississippi River is on the Special Waters List and the Impaired Waters List. The Impairments listed for this portion of the Mississippi River include: Mercury in Fish Tissue; and, Turbidity. 2) The Ripple River is located approximately 0.11 miles south of the site and is not included on either the Special Waters List or the Impaired Waters List.*
 - ii. Groundwater – aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells, including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this. **A search of all registered wells in the vicinity of the site (between 1st Street NW on the south & 4th Street NW on the north and 1st Avenue NE on the east & 5th Avenue NW on the west) was conducted using the Minnesota Department of Health Minnesota Well Index web site. 15 wells are located within this twelve square block area (well & boring reports are attached). 13 of the wells are monitoring wells, 9 of which have been sealed. One well is a domestic well and one well is a municipal test well. Static water levels reported on the boring logs ranged from 10 to 22 feet below grade. A search of the MPCA web site indicates the Aitkin Municipal**

well is located west of town on County State-Aid Highway No. 15. This project appears to be on the eastern edge of the Wellhead Protection Area for Aitkin Well No. 4.

- b. Describe effects from project activities on water resources and measures to minimize or mitigate the effects in Item b.i. through Item b.iv. below.
- i. Wastewater - For each of the following, describe the sources, quantities and composition of all sanitary, municipal/domestic and industrial wastewater produced or treated at the site.
 - 1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure. **Wastewater will be discharged to a publicly owned treatment facility operated by the City of Aitkin. Any added water and waste loading from the new addition will not be significant and is anticipated to have a minimal effect on the existing municipal wastewater infrastructure.**
 - 2) If the wastewater discharge is to a subsurface sewage treatment systems (SSTS), describe the system used, the design flow, and suitability of site conditions for such a system. **N/A**
 - 3) If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigate impacts. Discuss any effects to surface or groundwater from wastewater discharges. **N/A.**
 - ii. Stormwater - Describe the quantity and quality of stormwater runoff at the site prior to and post construction. Include the routes and receiving water bodies for runoff from the site (major downstream water bodies as well as the immediate receiving waters). Discuss any environmental effects from stormwater discharges. Describe stormwater pollution prevention plans including temporary and permanent runoff controls and potential BMP site locations to manage or treat stormwater runoff. Identify specific erosion control, sedimentation control or stabilization measures to address soil limitations during and after project construction. **During a 1-inch rainfall event the current pre-construction runoff on the existing 2.88 acres of impervious surface would be approximately 10,454 cubic feet and is conveyed to the City of Aitkin Municipal Storm Sewer system and discharged to the Ripple River. Post construction, the 3.85 acres of impervious surface will generate approximately 13,976 cubic feet of runoff, with the Ripple River remaining as receiving body. To the extent possible, runoff will be directed to grass areas on the site for infiltration. A site-specific Stormwater Pollution Prevention Plan (SWPPP) will be developed to reduce erosion and stormwater runoff. Temporary and permanent runoff controls for this project will be determined as part of the final site design, and will include perimeter silt fence, storm sewer inlet protection, and temporary soil stabilization.**
 - iii. Water appropriation - Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal

water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation. **Water appropriation will not be required for this project.**

iv. Surface Waters

- a) Wetlands - Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed, and identify those probable locations. **There are no wetlands on or near this project and there will be no wetlands impacted by this project.**
- b) Other surface waters- Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage. **There are no surface waters on or adjacent to this project and there will be no surface waters impacted by this project.**

12. Contamination/Hazardous Materials/Wastes:

- a. Pre-project site conditions - Describe existing contamination or potential environmental hazards on or in close proximity to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan. ***A review of MPCA leak sites in the vicinity of the project shows that the nearest sites with active leak numbers appear to be the old Aitkin Creamery site and the Ericson Freedom Station. Both sites had petroleum releases that have been remediated and pose no threat to the site.***
- b. Project related generation/storage of solid wastes - Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solid waste including

source reduction and recycling. **The contractor shall be responsible for managing all solid waste generated on this project. Trash, construction debris and other non-hazardous wastes will be placed in an on-site metal dumpster and properly disposed of in compliance with MPCA disposal requirements. No construction materials will be buried on-site. A silt curtain fence will be installed around the perimeter of the site.**

- c. Project related use/storage of hazardous materials - Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any above or below ground tanks to store petroleum or other materials. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan. ***The contractor shall be responsible for managing all hazardous materials or toxic waste that are used on this project. Oil, fuel, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds and acids must be properly stored, including secondary containment, to prevent spills, leaks or other discharges. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.***

The contractor shall have a specific Spill Prevention Plan on-site anytime a known chemical that may be harmful to the environment is present on the project site. Spills that reach stormwater conveyance systems connected to a Waters of the State shall be reported immediately to the MPCA/State Duty Officer.

- d. Project related generation/storage of hazardous wastes - Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling. ***The contractor shall be responsible for managing all hazardous materials or toxic waste that are generated on this project. Oil, fuel, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds and acids must be properly stored, including secondary containment, to prevent spills, leaks or other discharges. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.***

The contractor shall have a specific Spill Prevention Plan on-site anytime a known chemical that may be harmful to the environment is present on the project site. Spills that reach stormwater conveyance systems connected to a Waters of the State shall be reported immediately to the MPCA/State Duty Officer.

13. Fish, wildlife, plant communities, and sensitive ecological resources (rare features):

- a. Describe fish and wildlife resources as well as habitats and vegetation on or in near the site. *Because this site is in the heart of the City of Aitkin, the fish & wildlife resources on or near the site are pretty much limited to insects, song birds and small mammals such as squirrels, rabbits & mice. Domestic animals such as cats & dogs may also be present in the area. Plant communities primarily consist of lawn grass, trees and landscape shrubs.*
- b. Describe rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota County Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or within close proximity to the site. Provide the license agreement number (LA-____) and/or correspondence number (ERDB _____) from which the data were obtained and attach the Natural Heritage letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe the results. **Rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota County Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources are not present on or within close proximity to the site.**
- c. Discuss how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species. *This project will not have an effect on fish, wildlife, plant communities, rare features and/or ecosystems. Any restrictions that may apply to protect the Long-Eared Bat will be complied with.*
- d. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to fish, wildlife, plant communities, and sensitive ecological resources. *This project will not have an effect on fish, wildlife, plant communities, rare features and/or ecosystems.*

14. Historic properties:

Describe any historic structures, archeological sites, and/or traditional cultural properties on or in close proximity to the site. Include: 1) historic designations, 2) known artifact areas, and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

The Aitkin County 1929 Courthouse and 1915 Jail occupy a prominent site three blocks west of Aitkin's central business district on State Route 210.

The 1915 Aitkin County Jail, designed by Minneapolis architect E.G. Pell, is located immediately west of the courthouse. The two story red brick hip-roofed structure consists of a nine room sheriff's residence (presently used as office space) with a cell block extending to the rear. Decorative features include a columned portico sheltering the principal entrance with transom and side lights, brick quoined corners, a full unadorned entablature, and stone sills and lintels with keystones. Double-hung six-over-one windows are regularly spaced throughout the structure. Segmental dormers light the sheriff's residence attic. The structure is symmetrical. The only major exterior alteration has

been replacement of the original slate roof with asphalt shingles. The interior has been remodeled to serve as space for the county board room, administration, HR and County Attorney.

The courthouse, designed by the St. Paul architectural firm Toltz, King, & Day in 1920 and constructed in 1929, is a two story structure covered by a flat roof concealed by a parapet. The structure, a 1920s version of Beaux Arts Classicism, is comprised of a slightly projecting three bay central section flanked by single bays on either side. Exterior surfaces are of light colored brick and Bedford, Indiana, stone. Stone is utilized for the raised foundation walls, paired engaged pilasters defining the central bays on the front facade, window surrounds, inscription stone reading "Aitkin County" located on the parapet above the entrance bay cornice, and various decorative trimmings. Fenestration is symmetrical with multi-paned rectangular windows linked vertically by placement in recessed panels or engaged pilasters. Upper floor windows are shorter than those on the main level. Shallow hoods with consoles are located above the three central openings in the front first floor facade. Interior surfaces utilize marble wainscoting, terrazzo floors, and oak woodwork. A stained-glass skylight is located in the court chamber. Both the interior and the exterior have retained a significant degree of integrity.

The courthouse is a well-preserved example of the Beaux Arts Style "replacement" courthouses erected in several Minnesota counties during the initial overcrowded facilities in the original courthouse built on the same site in 1887 when the county's population numbered under 2000. By 1910 the courthouse facilities were deemed inadequate to meet the county's governmental needs. Erection of the jail in 1915 brought temporary relief by providing additional office and storage space in that portion of the courthouse occupied by the jail and sheriff's residence. County officials decided in 1920 to erect a new courthouse; plans were accepted and a building fund established. As was the case with the jail earlier, the courthouse was erected (1929) without a bond issue. While continued use of the courthouse in its original function was anticipated, the county board was contemplating construction of a new jail facility. Initial plans, however, called for the jail's adaptive reuse as needed office and storage space.

In 1995, planning was started to address the County's space needs and increasing operational cost to address the jail problems. The new jail was located to facilitate safe and secure movement of inmates into the jail and from the new jail to the judicial spaces for security of the staff and public. The new jail in its current configuration opened in 2002. The exterior is a combination of red brick and vertical metal panels, see attached. At the same time the new jail was constructed a new main facility entry was constructed on the north side to connect all 3 buildings, 1915 jail (west annex), new jail (central annex) and the 1929 courthouse (east annex).

For over 12 years the County has been studying a variety of options to address some major planning requirements and goals, these are:

- **Maximum utilization of existing buildings**
- **Security** – provided improved security for the staff and patrons by providing a screened court entrance and zoned separations of spaces and circulation
- **Accessibility** - The layout of the current court house is not conducive to folks with mobility issues; and with a growing senior citizen population in Aitkin County the current building does not serve well, now or in the future.
- **Improve Services to the patrons** – The current layout of the multiple buildings does not provide clear wayfinding for the citizens. The spaces are also located in areas available, not at locations that would provide ease of access to the citizens or operational efficiency to the county departments.

- **Technology** – the old courthouse and 1915 jail do not have the needed technology to support current government operations. A design to enhance the use of technology for “self-service” will improve staff efficiency and provide enhanced customer service for future generations.
- **Space Shortage** – many of the county’s departments have been lacking of appropriate operational space for over 15 years. Part of the County’s long range strategy has been looking at a variety of options to address this requirement while providing staff and patron access, clear wayfinding and accessibility along with improved security.

The following is a timeline of events leading up to the current development of a new county government center:

On Nov. 1, 2005, Rev. Dr. Paul Fruth, pastor of St. James and the County of Aitkin entered into an agreement (subject to approval by the County Board and the Catholic Diocese) to purchase 1.25 acres of church property for the purpose of a future expansion of the Courthouse. The purchase price, \$647,000, included all of the land and buildings, except the church structure, which was removed. Scott Arneson, County Administrator at that time, held preliminary discussions on space and storage needs. Before and after the purchase, space needs started to be identified but no formal committee was formed. Administrative staff researched various options.

Mid to late 2008 – mid late 2009: Kane and Johnson Architects was hired to conduct a space needs study. The committee was comprised of Commissioner Mark Wedel, Commissioner Brian Napstad, Ross Wagner, Tom Burke, Kirk Peysar, John Welle, Mark Jacobs, Scott Turner and Administrator Pat Wussow. The space needs plan was finalized. Final design was never achieved. The general plan at that time called for a standalone building similar to Beltrami County. Administrator Pat Wussow moved to Brainerd at the same time that the county experienced an economic downturn, resulting in an interruption in the planning process. While needs still existed, the project was put on hold.

The Facilities Committee continued to meet in some form but became more of a committee that dealt with existing building issues vs. planning for a new building. Different options were discussed, among them was re-locating the Land Department or other departments to other areas in the county.

2014 spring/summer: Roxy Traxler, Interim County Administrator, gathered input from department heads to start documenting building needs, much of what is used in today’s presentation. A new commitment was made by the county to pursue a building addition project. Meetings were held with mostly the original building committee to keep things moving ahead. One factor in picking up pursuit of the project was the low construction costs and interest rates.

Late 2015 or early 2016: A selection process was completed and BKV Group was selected for a preliminary design and layout for a building addition. Contegrity Group was brought on board to provide independent cost estimates and analysis. The building committee was activated and held regular meetings to review and refine BKV’s design and layout. Final recommendation calls for a building addition attached to the existing courthouse with the “old” jail to be demolished, a three-level secured entrance, a courthouse building housing court services, and new addition housing non-court functions. A presentation was given to the County Board during the summer of 2016. The County Board agreed with the building committee’s recommendation.

Late summer early fall, 2016: With preliminary design and layout complete, a contract for final design and layout with BKV Group and Contegrity was approved. In September 2016, the Facilities Committee is charged with keeping the project going after Administrator, Nathan Burkett, resigns.

Commissioner Anne Marcotte replaces Commissioner Brian Napstad on the committee January, 2017. The layout and placement of offices discussion continues, but the basic plan does not change. March, 2017, a public hearing regarding bond issuance is held and the County Board approves the issuance of a Capital Improvement Bond.

Over the last 15 years the County has looked at many options to address their goals as stated above. There have been multiple iterations but the primary options examined were:

1. Remodel and add onto the 1915 jail

Based on floor elevation changes and structural limits of the existing 1915 jail it was determined that this option could not achieve the County's requirements

2. Keeping the existing buildings and building a detached government building

This option drastically decreases on-site parking and creates operational inefficiency for the staff and detracts from providing convenient access to the patrons of the community. Many of the county's goals cannot be achieved with this option.

3. Demolish the existing 1915 Jail and build a new secured entry and government services building

This option creates the best operational flow for the staff. It improves security and access to the citizens of the community. It was determined by the County Board and County's Building Committee that this option best met all of the County's current and long range facility needs.

Historic & Visual Impact

It is understood that both the courthouse and 1915 jail are older buildings and the County has explored all opportunities to retain them. Option 3 described above will retain the existing 1929 court house but requires demolition of the 1915 jail for the required construction. BKV Group is a Minneapolis architectural firm that understands the importance of our historic buildings and how to respect their qualities and importance when adding on or remodeling. Some of their current work involves the Owatonna Art Center, A Mill, St. Paul Public Safety Building conversion and Schmitt Brewery. The following pictures document the existing makeup of the 3 primary buildings as seen from highway 210 on the north side.





The new proposed addition will be designed in collaboration with the State Historic Preservation Office to assure that the new addition works with and respects the historic features of the existing 1929 courthouse. Opportunities to preserve and/or reuse materials will be explored. The Historic Courthouse will remain on Minnesota's National Register.

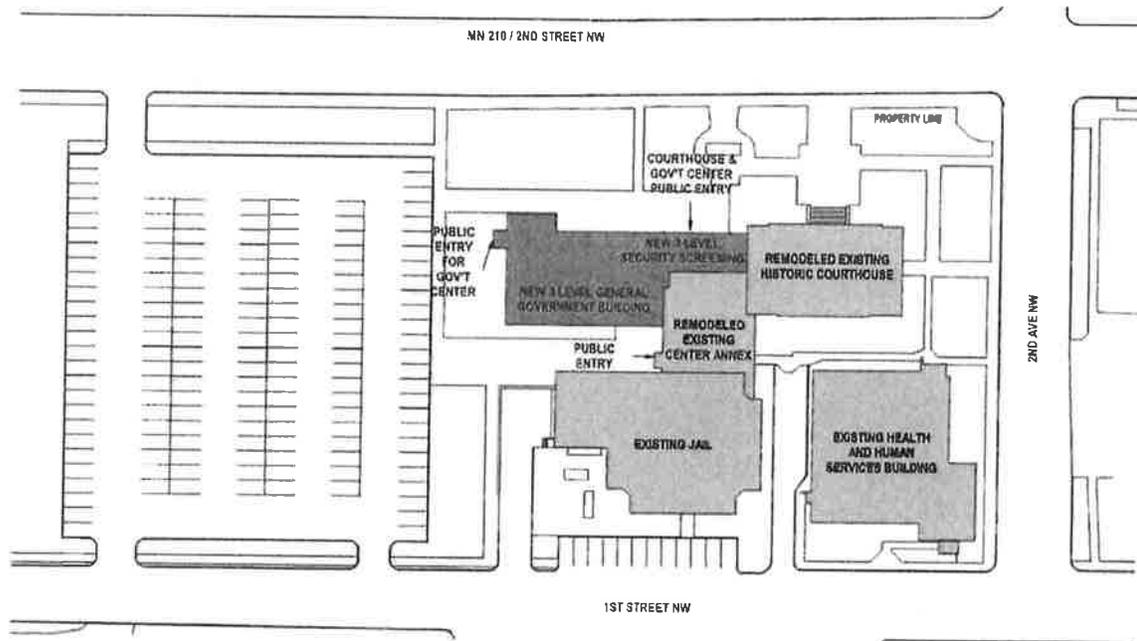
The image below is a conceptual rendering. While this is not a final design, it does represent the County's desire to create a cohesively designed complex that helps to enhance the existing courthouse.



AITKIN COUNTY GOVERNMENT CENTER ADDITION
CONCEPTUAL EXTERIOR PERSPECTIVE

BKV
GROUP

From a siting stand point the new addition will be located to preserve the entry plaza and landscape. The north face of the addition will sit back from the historic courthouse to not compete with its prominence on the site.



15. Visual:

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects. **No adverse visual effects associated with this project are anticipated.**

16. Air:

- a. Stationary source emissions - Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants, and any greenhouse gases. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions. **During demolition activities engineering controls, such as hepa filtration and wet removal methods, will be in place to ensure that no visible particulate matter becomes airborne.**
- b. Vehicle emissions - Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g. traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or

mitigate vehicle-related emissions. **Some increase in truck and heavy equipment traffic will occur during the demolition and construction phases of this project but the temporary increase in vehicle emissions will not have an adverse effect on air quality.**

- c. *Dust and odors - Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under item 16a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors. **During construction activities engineering controls, such as scheduled events and time of day activities (i.e. weather conditions, etc.) will be in place to ensure that excessive dust and odors do not become a problem.***

17. Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise. **Noise will be temporarily generated by the use of construction equipment. Hours of activity will abide by local ordinances and noise levels will conform to state noise standards.**

18. Transportation

- a. Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes. ***Additional parking spaces will be added to the existing parking lot at the west end of the site (west of the proposed new building construction). These new spaces will replace parking space lost due to the new building. The net gain in parking spaces has yet to be determined pending the final project design. No increase in daily traffic is anticipated.***
- b. Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. ***If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW.*** Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: <http://www.dot.state.mn.us/accessmanagement/resources.html>) or a similar local guidance. **This is not a road construction project. However, there may be some effect on traffic congestion during construction activities due to construction materials being delivered to the site. After the project is completed nearby traffic is expected to return to pre-construction levels.**
- c. Identify measures that will be taken to minimize or mitigate project related transportation effects. **Maintenance and management of traffic control and all traffic control devices shall conform and be installed in accordance with The Minnesota Manual on Uniform Traffic Control Devices.**

19. **Cumulative potential effects:** (Preparers can leave this item blank if cumulative potential effects are addressed under the applicable EAW Items)

- a. Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects. ***It is very unlikely that environmental effects related to this project will combine with other nearby environmental effects identified during this EAW.***
- b. Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above. **There are no known foreseeable future projects that have the potential to interact with the environmental effects related to this project.**
- c. Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects. **No cumulative environmental effects are anticipated.**

20. **Other potential environmental effects:** If the project may cause any additional environmental effects not addressed by items 1 to 19, describe the effects here, discuss the how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects. **No other potential environmental effects are anticipated that have not been addressed in this EAW.**

RGU CERTIFICATION. *(The Environmental Quality Board will only accept SIGNED Environmental Assessment Worksheets for public notice in the EQB Monitor.)*

I hereby certify that:

- The information contained in this document is accurate and complete to the best of my knowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60, respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

Signature _____

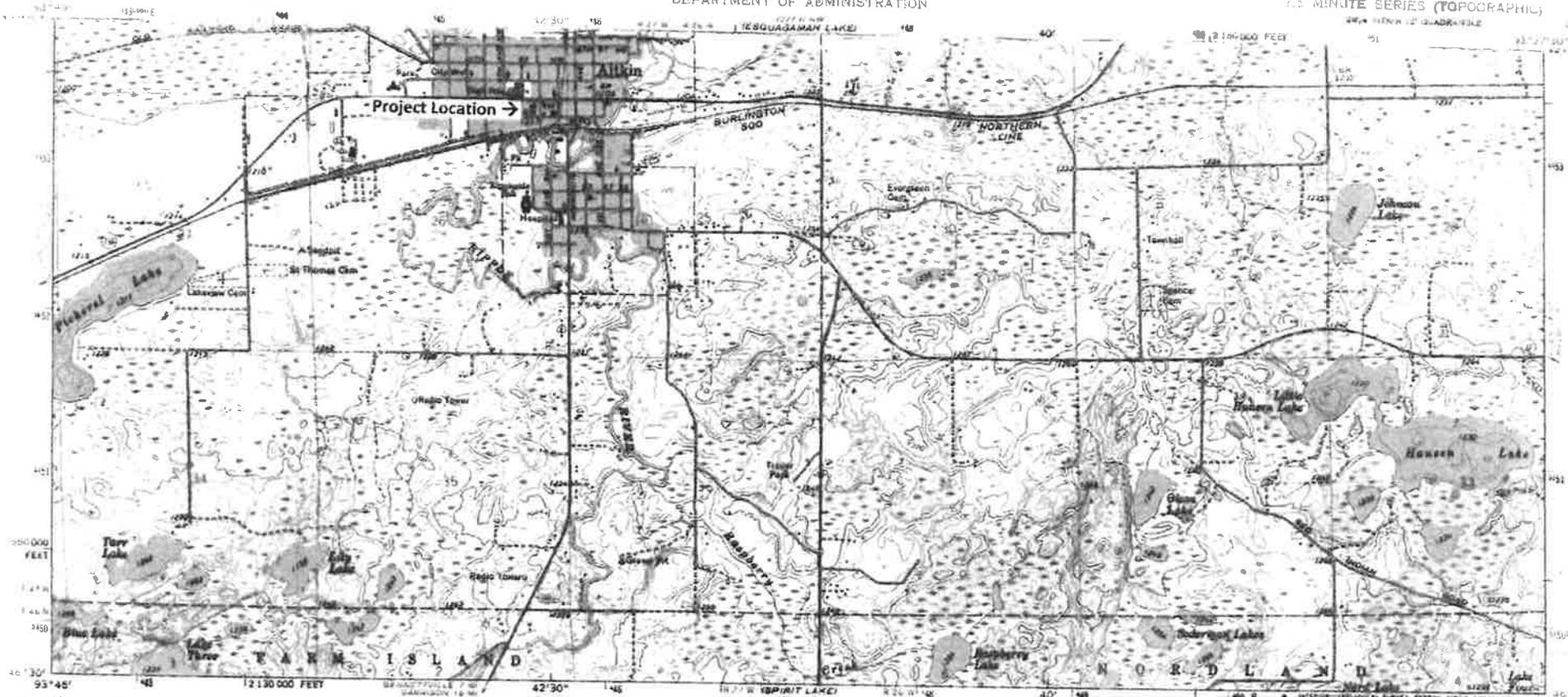
Date _____

Title _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION

AITKIN QUADRANGLE
MINNESOTA - AITKIN CO.
30 MINUTE SERIES (TOPOGRAPHIC)



Mapped, edited, and published by the Geological Survey
control by USGS and NGS, NOAA

Topography by photogrammetric methods from aerial
photographs taken 1973. Field checked 1973

Hydrography compiled from information furnished by
Minnesota Department of Natural Resources

Projection and 10,000 foot grid ticks, Minnesota coordinate
system, central zone (1 almost conformal 2004)

1000-metre universal Transverse Mercator grid ticks,
Zone 15, shown in blue. 1927 North American datum

Vertical datum is mean sea level. Buildings are shown

Five-foot contour lines indicate selected terrain and tick marks
where generally shown on aerial photographs.
This information is unclassified.



1:30,000 (1:25,000) NAAD (1927)
CONTINENTAL SHEET



CONTOUR INTERVAL 10 FEET
DOTTED LINES REPRESENT 5-FOOT CONTOURS
NATIONAL GEODETIC DATUM OF 1929



QUADRANGLE LOCATION

ROAD CLASSIFICATION

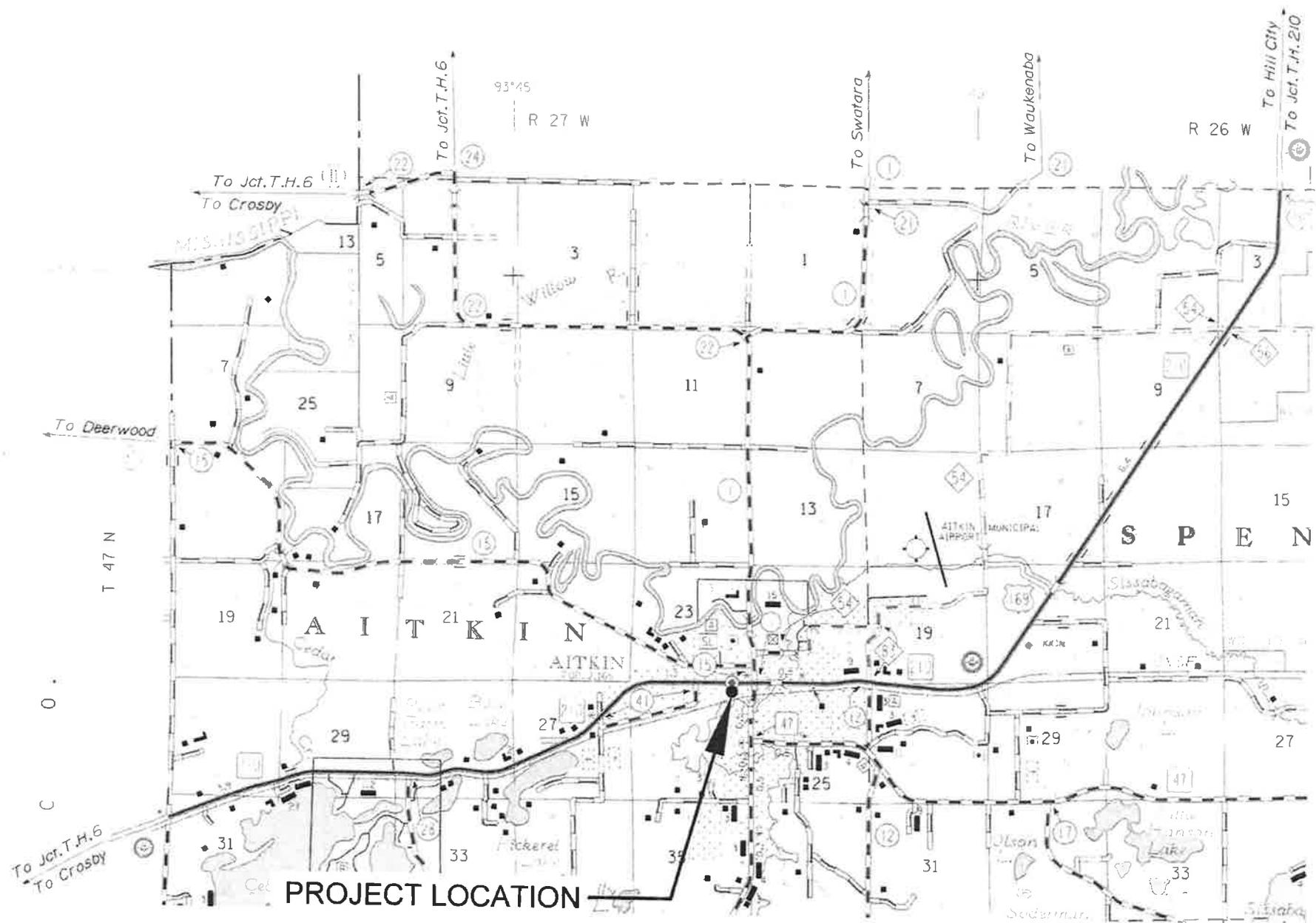
Primary highway	Light duty road, hard or
hard surface	improved surface
Secondary highway	Unimproved road
hard surface	State Road
Interstate Route	U.S. Route

AITKIN, MINN.
SW 1/4 AITKIN 15 QUADRANGLE
14630—W9337527.5

1973

AMS 7917 B SW SERIES 7074

THIS MAP CONFORMS WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U.S. GEOLOGICAL SURVEY, RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



MINNESOTA HISTORIC PROPERTIES INVENTORY FORM

HISTORIC NAME: Aitkin County Courthouse and Jail COUNTY: Aitkin
 CURRENT NAME: CITY/TWP.: Aitkin
 LEGAL DESC.: Lots 1, 2, 3, 10, 11, & 12, Block 16, ADDRESS: 209 and 217 2nd Street
 Original Town of Aitkin NW

CLASSIFICATION:	CONDITION:	SIGNIFICANCE:	THEME/S:
Building <u> X </u>	Excellent <u> X </u>	Local <u> X </u>	Primary Government/Politics
Structure <u> </u>	Good <u> X </u>	State <u> </u>	Secondary Architecture
Object <u> </u>	Fair <u> </u>	National <u> </u>	Others <u> Social/Humanitarian </u>
District <u> </u>	Deteriorated <u> </u>		

OPEN TO THE PUBLIC: Yes X No Restricted X PRESENT USE: Courthouse and Jail
 VISIBLE FROM THE ROAD: Yes X No
 OCCUPIED: Yes X No

DATE CONSTRUCTED: Jail - 1915 ORIGINAL USE: Residence
 Courthouse - 1929 Jail: E.C. Pell/N.J. Holden
 ORIGINAL OWNER: Aitkin County ARCHITECT/BUILDER: Courthouse: Toltz, King, & Day

OWNER'S NAME AND ADDRESS: Aitkin County; Board of County Commissioners; Aitkin County Courthouse; 209 Second St. NW; Aitkin, MN 56431	ACREAGE: Less than one acre <u> X </u>
LOCAL CONTACT/ORG.: Aitkin County Historical Society, 316 1st Ave. NE., Aitkin, MN 56431	UTM REFERENCE: Aitkin MN. Quad. 7.5
FORM PREPARED BY: Mark Halder	15 / 445530 / 5153300
DATE: February 1981	

DESCRIPTION:

The Aitkin County Courthouse and Jail occupy a prominent site three blocks west of Aitkin's central business district on State Route 210. The buildings are the only structures on the block.

The courthouse, designed by the St. Paul architectural firm Toltz, King, & Day in 1920 and constructed in 1929, is a two story structure covered by a flat roof concealed by a parapet. The structure, a 1920s version of Beaux Arts Classicism, is comprised of a slightly projecting three bay central section flanked by single bays on either side. Exterior surfaces are of light colored brick and Bedford, Indiana, stone. Stone is utilized for the raised foundation walls, paired engaged pilasters defining the central bays on the front facade, window surrounds, inscription stone reading "Aitkin County" located on the parapet above the entrance bay cornice, and various decorative trimmings. Fenestration is symmetrical with multi-paned rectangular windows linked vertically by placement in recessed panels or engaged pilasters. Upper floor windows are shorter than those on the main level. Shallow hoods with consoles are located above the three central openings in the front first floor facade.

Interior surfaces utilize marble wainscoting, terrazo floors, and oak woodwork. A stained glass skylight is located in the court chamber. Both the interior and the exterior have retained a significant degree of integrity.

The 1915 Aitkin County Jail, designed by Minneapolis architect E.C. Pell, is located immediately west of the courthouse. The two story red brick hip-roofed structure consists of a nine room sheriff's residence (presently used as office space) with a cell block extending to the rear. Decorative features include a columned portico sheltering the principal entrance with transom and side lights, brick quoined corners, a full unadorned entablature, and stone sills and lintels with keystones. Double-hung six-over-one windows are regularly spaced throughout the structure. Segmental dormers light the sheriff's residence attic. The structure is symmetrical. The only major exterior alteration has been replacement of the original slate roof with asphalt shingles.

SIGNIFICANCE:

The Aitkin County Courthouse and Jail are significant as two highly visible landmarks which have housed most Aitkin County offices since courthouse construction in 1929. In addition, the courthouse is significant as a well-preserved example of the Beaux Arts Style "replacement" courthouses erected in several Minnesota counties during the initial

(see continuation sheet)

Significance - Continued

decades of the twentieth century. Construction of both structures resulted from the overcrowded facilities in the original courthouse built on the same site in 1887 when the county's population numbered under 2000. By 1910 the courthouse facilities were deemed inadequate to meet the county's governmental needs. Erection of the jail in 1915 brought temporary relief by providing additional office and storage space in that portion of the courthouse occupied by the jail and sheriff's residence. County officials decided in 1920 to erect a new courthouse; plans were accepted and a building fund established. As was the case with the jail earlier, the courthouse was erected (1929) without a bond issue. While continued use of the courthouse in its original function is anticipated, the county board is currently contemplating construction of a new jail facility. Initial plans, however, call for the jail's adaptive reuse as needed office and storage space.

BIBLIOGRAPHY:

Aitkin Independent, 1910-1912.

Aitkin Independent-Age, 1914-1915, 1920, 1928-29.

Klee, A.C. and Dorothy Ratcliffe Lindquist, eds. The Story of Aitkin, Minnesota, 1871-1971. Aitkin, MN: Aitkin Area Centennial Executive Committee, 1971.
pp. 16 & 17.

**MONTHLY STATEMENT OF BUSINESS TRANSACTED IN
OFFICE OF COUNTY RECORDER, AITKIN COUNTY
June 2017**

NATURE OF BUSINESS TRANSACTED	FEES RECEIVED
COUNTY RECORDER FEES	\$60.00
MISC RECEIPTS	
COPIES & C/COPIES	\$1,803.10
NOTARY	
TORRENS	\$426.00
TORRENS ASSURANCE	*** 9.2031 \$33.00
COUNTY GENERAL FUND	\$7,424.00
STATE TREASURY GENERAL FUND	*** 9.2036 \$5,607.00
LAND RECORDS COMPLIANCE FUND (UNALLOC)	1-100-195-5529 \$5,874.00
RECORDER TECHNOLOGY FUND	1-100-196-5529 \$5,340.00
COUNTY WELL CERTIFICATE	\$240.00
STATE WELL CERTIFICATE	*** 9.2027 \$1,360.00
COUNTY DEATH CERTIFICATE	\$188.00
STATE DEATH SURCHARGE	*** 9.2022 \$208.00
COUNTY BIRTH CERTIFICATES	\$411.00
STATE BIRTH SURCHARGE	*** 9.2022 \$192.00
CHILDREN'S SURCHARGE	*** 9.2024 \$144.00
LEGISLATIVE SURCHARGE (144.226 SUBD 3 (b))	*** 9.2036 \$480.00
TOTAL DEPOSIT OF CASH OR CHECKS TO THE AITKIN COUNTY TREASURER	\$29,790.10

RECORDING DONE FOR WHICH NO PAYMENT WAS RECEIVED

VETERANS HONORABLE DISCHARGES	
AITKIN COUNTY	
AITKIN CO ROAD & BRIDGE	\$598.00
OTHERS	\$46.00
TOTAL	\$644.00

Michael T. Moriarty
 Michael T. Moriarty, Aitkin County Recorder

By *Pat Hoppe, deputy* 6/30/17
 Deputy DATE

Documents Recorded for Month: 522
 Documents Recorded for Year: 2788

<u>Previous Year Statistics</u>
Documents Recorded for Month: 460
Documents Recorded for Year: 1
Last Year's Monthly Deposit: \$27,482.30

