



RENO COUNTY
206 West First Avenue
Hutchinson, Kansas 67501-5245
(620) 694-2929
Fax (620) 694-2928
TDD (800) 766-3777

TO: ALL INTERESTED PARTIES
FROM: BOARD OF COMMISSIONERS
RE: NOTICE OF MEETINGS
DATE August 19, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, August 23, 2016, in Commission Chambers to hold their Agenda Session.

Follow us on Twitter:
<https://twitter.com/RenoCountyKS>

Like us on Facebook:
<https://www.facebook.com/RenoCountyKS>

AGENDA SESSION
RENO COUNTY COMMISSION
COMMISSION CHAMBERS OF COURTHOUSE
Tuesday, August 23, 2016
9:00 A.M.

1. Roll Call: Deming _____ Dillon _____ Schlickau _____
2. Pledge of Allegiance to the American Flag and Prayer
3. Determine Additions to the Agenda (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)
4. Public Comment on Items not on the Agenda. Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
5. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.
 - a. Vouchers (bills or payments owed by the county or related taxing units) totaling _____.
6. Consider a request by the City of Haven to annex 8.663 acres which includes the west portion of Industrial Road. DI
7. Consider for approval an amended and restated agreement with the Hutchinson/Reno County Chamber of Commerce for economic development services and programs. AI
 - Motion for action: Approval _____ Disapproval _____
 - Motion _____ Second _____
 - Dillon _____ Schlickau _____ Deming _____
8. Consider for approval a contract with Compact Construction Services, LLC, Wichita, for renovation of the old jail in the Law Enforcement Center for a contract sum of \$699,900. AI
 - Motion for action: Approval _____ Disapproval _____
 - Motion _____ Second _____
 - Dillon _____ Schlickau _____ Deming _____
9. Discussion of amendments to the Job Incentive Policy
10. Discussion of items added to the agenda
11. Department update from Brad Wright, County Appraiser
12. Adjournment

Items listed on the agenda as "DI" (Discussion Item) will normally be discussed that day and voted on the following week. Items listed as "AI" (Action Item) will normally be voted on that day unless postponed for further discussion or to await additional information. The Commission reserves the right to take a final vote on any agenda item but normally, on items coming up for the first time discussion, will await the following week for a final vote.

AGENDA
ITEM #6

CONSENT TO ANNEXATION

COMES NOW, the Board of County Commissioners of Reno County, Kansas, being the record owner of the following described tract of land now being used as a roadway known as the west portion of Industrial Drive and by the authority granted to counties by the Constitution of the State of Kansas and the relevant statutes thereof, does hereby consent and petition the City of Haven, Kansas to annex the following described real estate into the City of Haven, Kansas, to-wit:

A portion of the Southwest Quarter of Section 5, Township 25 South, Range 4 West of the 6th Principal Meridian in Reno County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of Section 5, Township 25 South, Range 4 West of the 6th Principal Meridian; thence with an assumed bearing South 00°00'00" West along the West line of said Southwest Quarter 615.67 feet to the Northerly right-of-way line of the Kansas and Oklahoma Railroad for the point of beginning; thence South 58°30'00" East along said railroad right-of-way line 1408.59 feet to the North right-of-way line of West Main Street in the City of Haven, Kansas; thence South 88°35'57" West 295.88 feet; thence South 01°25'07" East 247.30 feet to the southerly right-of-way line of Old K-96 Highway; thence Northwesterly along said highway right-of-way line following a curve to the left having a radius of 5,691.65 feet an arc distance of 90.13 feet (chord bears North 46°40'14" West 90.13 feet); thence South 42°56'40" West 367.28 feet; thence North 54°55'48" West 150.89 feet; thence North 50°56'38" East 390.85 feet to the southerly right-of-way line of Old K-96 Highway; thence following the arc of a curve to the left having a radius of 5,691.65 feet along said highway right-of-way 894.77 feet (chord bears North 52°35'06" West 893.85 feet); thence South 32°54'41" West 65.59 feet to a point that is 30.00 feet East of the West line of said Southwest Quarter; thence North 90°00'00" West 30.00 feet to the West line of said Southwest Quarter; thence North 00°00'00" East along the West line of said Southwest Quarter 376.47 feet to the point of beginning containing 8.663 Acres.

Board of County Commissioners of
Reno County, Kansas

By: _____
Dan Deming, Chairman
DATED: August 23, 2016

ATTEST:

County Clerk

**AMENDED AND RESTATED AGREEMENT FOR ECONOMIC
DEVELOPMENT SERVICES AND PROGRAMS**

THIS AMENDED AND RESTATED AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES AND PROGRAMS is made and entered into to be effective the 1st day of January, 2017, by and between the HUTCHINSON/RENO COUNTY CHAMBER OF COMMERCE, hereinafter referred to as "CHAMBER" and RENO COUNTY, KANSAS, hereinafter referred to as the "COUNTY".

WHEREAS, for many years preceding the execution of this Amended and Restated Agreement, Reno County has contracted with the Hutchinson/Reno County Chamber of Commerce for economic development related services and programs on behalf of the County; and

WHEREAS, the parties hereto desire to amend and replace the currently effective Agreement for economic development related services dated January 1, 2013 in its entirety by substituting the provisions of this Amended Agreement in its place.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, OBLIGATIONS AND PROMISES IN THIS AMENDED AGREEMENT, the parties agree as follows:

1. **CONTRACTUAL SERVICES:** The CHAMBER agrees to provide for on behalf of the COUNTY the contractual services defined hereinafter in order to promote economic development in Reno County and in connection therewith to perform the following general duties and responsibilities:

- a. To recruit new industry and commercial activity in Reno County;

- b. To promote the creation of new employment and investment in all sectors of the local economy;
- c. To maintain relationships with existing industries and commercial operations so as to retain existing employment and to promote growth and expansion;
- d. To maintain and facilitate relationships with elected officials and employees of local governments in Reno County for the purpose of promoting economic development;
- e. To maintain and facilitate relationships with the State of Kansas generally and more specifically with the Kansas Department of Commerce to the extent these relationships promote the creation of jobs in Reno County;
- f. To maintain an inventory of all industrial sites and building improvements within Reno County which will aid the recruitment of new industry and expansion of existing industry;
- g. To maintain and facilitate relationships with Reno County secondary schools and with Hutchinson Community College to develop educational and training programs which will promote a present and future trained work force;
- h. To provide to applicants seeking economic development tax abatement and/or other financial incentives in connection with the creation of new employment or infrastructure investment in the COUNTY with written COUNTY policies with respect to the same and assistance with the application process. The CHAMBER acknowledges that only through adherence to the process outlined in the Kansas Constitution, State statutes and written COUNTY policies can offers for tax abatement and cash incentives for job creation be made, and then only with explicit authority of the Board of County Commissioners of Reno County when COUNTY revenues are involved; and
- i. To assist with the preparation of Development Agreements between the COUNTY and industry representatives when and where necessary and requested.

2. **ADDITIONAL CHAMBER RESPONSIBILITIES:**

- a. To contract for or to employ such qualified personnel which in the sole discretion of the CHAMBER are necessary to carry out the duties and

responsibilities undertaken by the CHAMBER herein, none of which said employees shall be considered as employees of the COUNTY;

- b. To consult with the Reno County Administrator and the Board of County Commissioners on a regular basis and to consider and evaluate programs and expenditures for economic development which are either proposed by the COUNTY or by the CHAMBER, especially on such occasions as are necessary for the COUNTY to develop a budget for the ensuing fiscal year.

3. **THE COUNTY AGREES:**

- a. To pay to the CHAMBER the sum of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00) in 2017 in quarterly or other convenient installments and to pay such funds in subsequent years as may be lawfully budgeted and available for such purposes. Included in the \$37,500.00 figure cited above is Thirteen Thousand Five Hundred Dollars (\$13,500.00) which the COUNTY in prior years has contributed to the Market Hutch Program managed by the CHAMBER. The COUNTY expects said funds will continue to be used by the CHAMBER for the Market Hutch Program or for any other similar programs or uses designated and managed by the CHAMBER for the promotion of retail sales of goods and services generally in the community but not targeted specifically to the benefit of individual business entities;
- b. To diligently consider and to process in accordance with existing COUNTY written policies and procedures, as the same may be amended from time to time, Applications for economic development tax abatement or cash incentives for job creation;
- c. To prepare and enter into Development Agreements with applicants for approved tax abatement or cash incentives for job creation consistent with written COUNTY policies with respect to the same;
- d. To meet with the Chief Executive Officer of the CHAMBER at least once annually on or before July 1 of each year during the term of this Agreement for the purpose of developing a COUNTY budget for economic development purposes for the next successive fiscal year; and
- e. To budget annually a sum for economic development cash incentive purposes as deemed necessary in the sole discretion of the Board of County Commissioners.

4. **TERM.** The term of this Agreement shall be for one (1) year commencing on the effective date and concluding on December 31, 2017. This Agreement will automatically renew itself for successive annual terms unless either party shall on or before September 1, 2017 or on or before September 1 of any successive year, notify the other party that the Agreement shall not be renewed. Notwithstanding, this Agreement may be terminated at any time with or without cause upon thirty (30) days' written notice from one party to the other. The consideration to be paid by the COUNTY to the CHAMBER as specified at paragraph 3 may be amended or re-determined for years subsequent to 2017 by letter agreement between the CHAMBER and the Reno County Administrator pursuant to authority given to the County Administrator by the Board of County Commissioners. Notwithstanding anything herein to the contrary, this Agreement shall be construed in accordance with the Kansas Cash-Basis Law, K.S.A. 10-1116(b).

5. **NOTICES.** Notices required or authorized to be given pursuant to this Amended Agreement shall be provided by one party to the other by either hand delivery, electronic mail, or by depositing the same in the United States mail, postage prepaid and addressed as follows:

TO THE CHAMBER:

Hutchinson/Reno County Chamber of Commerce
Attn: Chief Executive Officer
117 North Walnut
Hutchinson, KS 67501

TO THE COUNTY:

Board of County Commissioners of
Reno County, Kansas
Attn: Board Chairman or County Administrator
206 West First Avenue
Hutchinson, KS 67501

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the
day and year indicated below.

HUTCHINSON/RENO COUNTY
CHAMBER OF COMMERCE

DATE: 8-3-2016

By: 
Jason Ball, President

BOARD OF COUNTY COMMISSIONERS OF
RENO COUNTY, KANSAS

DATE: _____

By: _____
Dan Deming, Chairman



Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 23rd day of August in the year 2016
(In words, indicate day, month and year.)

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

Reno County
Harlen Depew
206 W. 1st Ave.
Hutchinson, KS. 67501
620-694-2595

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

Compton Construction Services, LLC.
Gib Compton
1802 N. Washington
P.O. Box 3097
Wichita, KS. 67201

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

Reno County Law Enforcement Center Remodel
210 W. First Ave.
Hutchinson, KS. 67501

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

Treanor Architects, P.A.
Jeff Lane
1715 SW Topeka Blvd.
Topeka, KS. 66612

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 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 15:52:04 on 08/15/2016 under Order No.0439862615_1 which expires on 05/03/2017, and is not for resale.

User Notes:

(1715566424)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE REOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Notice to Proceed, Issuance of building permit, no earlier than August 15, 2016

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

Nothing to follow.

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Nothing to follow.

Portion of Work

Substantial Completion Date

150 days from project start date as per the notice to proceed.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

\$250.00 per day for failure to achieve substantial completion on the date set in the notice to proceed.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Ninety Nine Thousand, Nine Hundred Dollars & no/100's (\$ 699,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Alternate #3 – Floor finish in Room 102.

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Removal of Bar Grating	Per five (5) Lineal Foot	\$ 312.00
Concrete Cutting and Patching	Square Foot	\$ 663.00

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Architectural Allowance	\$3,000.00
Mechanical Allowance	\$5,000.00

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Nothing to follow.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage shall be reduced to 5% when project reaches substantial completion.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Nothing to follow.

Init.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Eighteen % 18

§ 8.3 The Owner’s representative:
(Name, address and other information)

Harlen Depew
206 W. 1st Ave.
Hutchinson, KS. 67501
620-694-2595
harlen.depew@renogov.org

§ 8.4 The Contractor’s representative:
(Name, address and other information)

Init.

Gib Compton
 Mark R. Wagner
 1802 N. Washington
 Wichita, KS. 67214
 316-262-8885
 mwagner@comptonconstruction.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
 Specifications issued during the bidding.

Section	Title	Date	Pages
001160	INVITATION TO BID	APRIL 22,2016	5
003119	EXISTING CONDITION INFORMATION	APRIL 22,2016	1
004130	STIPULATED SUM (SINGLE-PRIME CONTRACT)	APRIL 22,2016	2
004322	UNIT PRICE FORM	APRIL 22,2016	2
004323	ALTERNATES FORM	APRIL 22,2016	2
004393	BID SUBMITTAL	APRIL 22,2016	1
006000	FORMS	APRIL 22,2016	1
011000	SUMMARY	APRIL 22,2016	4
012100	ALLOWANCES	APRIL 22,2016	3
012300	ALTERNATES	APRIL 22,2016	2
012500	CONTRACT MODIFICATION PROCEDURES	APRIL 22,2016	2
012700	UNIT PRICES	APRIL 22,2016	2
012900	PAYMENT PROCEDURES	APRIL 22,2016	4
013100	PROJECT MANAGEMENT AND COORDINATION	APRIL 22,2016	5
013300	SUBMITTAL PROCEDURES	APRIL 22,2016	7
014000	QUALITY REQUIREMENTS	APRIL 22,2016	7
014200	REFERENCES	APRIL 22,2016	8
015000	TEMPORARY FACILITIES AND CONTROLS	APRIL 22,2016	7
015240	CONSTRUCTION WASTE MANAGEMENT	APRIL 22,2016	2
016000	PRODUCT REQUIREMENTS	APRIL 22,2016	6
016310	SUBSTITUTION REQUEST FORM	APRIL 22,2016	1

106350	SUBSTITUTION PROCEDURES	APRIL 22,2016	3
017000	EXECUTION REQUIREMENTS	APRIL 22,2016	6
017700	CLOSEOUT PROCEDURES	APRIL 22,2016	5
017810	PROJECT RECORD DOCUMENTS	APRIL 22,2016	4
024119	SELECTIVE DEMOLITION	APRIL 22,2016	8
042000	UNIT MASONRY	APRIL 22,2016	16
051200	STRUCTURAL STEEL	APRIL 22,2016	10
055000	METAL FABRICATIONS	APRIL 22,2016	9
061000	ROUGH CARPENTRY	APRIL 22,2016	5
064023	INTERIOR ARCHITECTURAL WOODWORK	APRIL 22,2016	8
079200	JOINT SEALANTS	APRIL 22,2016	9
081113	HOLLOW METAL DOORS AND FRAMES	APRIL 22,2016	9
081416	FLUSH WOOD DOORS	APRIL 22,2016	7
083463	DETENTION DOORS AND FRAMES	APRIL 22,2016	16
087100	DOORS AND HARDWARE	APRIL 22,2016	19
087163	DETENTION DOOR HARDWARE	APRIL 22,2016	9
088000	GLAZING	APRIL 22,2016	8
088853	SECURITY GLAZING	APRIL 22,2016	9
092216	NON-LOAD BEARING STEEL FRAMING	APRIL 22,2016	8
092900	GYPSUM BOARD	APRIL 22,2016	9
093000	CERAMIC TILE	APRIL 22,2016	15
095113	ACOUSTICAL PANEL CEILINGS	APRIL 22,2016	6
096513	RESILIENT BASE AND ACCESSORIES	APRIL 22,2016	4
096543	LINOLEUM FLOORING	APRIL 22,2016	5
096813	TILE CARPETING	APRIL 22,2016	5
099123	INTERIOR PAINTING	APRIL 22,2016	10
102113	TOILET COMPARTMENTS	APRIL 22,2016	6
102800	TOILET AND BATH ACCESSORIES	APRIL 22,2016	5
104413	FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES	APRIL 22,2016	5
105500	USPS-DELIVERY POSTAL SPECIALTIES	APRIL 22,2016	5
111916	EQUIPMENT	APRIL 22,2016	7
211313	FIRE SUPPRESSION PIPING	APRIL 22,2016	14
220500	COMMON WORK RESULTS FOR PLUMBING	APRIL 22,2016	13
220517	SLEEVE AND SLEEVE SEALS FOR PLUMBING PIPING	APRIL 22,2016	5
220518	ESCUTCHEONS FOR PLUMBING PIPING	APRIL 22,2016	2
220519	METERS AND GAGES FOR PLUMBING PIPING	APRIL 22,2016	3
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	APRIL 22,2016	7
220529	HANGERS AND SUPPORTS	APRIL 22,2016	8
220553	MECHANICAL IDENTIFICATION	APRIL 22,2016	8
220719	PIPE INSULATION	APRIL 22,2016	9
221116	DOMESTIC WATER PIPING	APRIL 22,2016	7
221119	DOMESTIC WATER PIPING SPECIALTIES	APRIL 22,2016	8
221316	SANITARY WASTE AND VENT PIPING	APRIL 22,2016	7
221319	SANITARY WASTE PIPING SPECIALTIES	APRIL 22,2016	7
224000	PLUMBING FIXTURES	APRIL 22,2016	8
224700	DRINKING FOUNTAINS/WATER COOLERS	APRIL 22,2016	6
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	APRIL 22,2016	3
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	APRIL 22,2016	3
230593	TESTING, ADJUSTING AND BALANCING FOR HVAC	APRIL 22,2016	17
230713	DUCT INSULATION	APRIL 22,2016	8
230900	INSTUMENTATION AND CONTROL FOR HVAC	APRIL 22,2016	14
232300	REFRIGERANT PIPING	APRIL 22,2016	9
233113	METAL DUCTS	APRIL 22,2016	11
233300	DUCT ACCESSORIES	APRIL 22,2016	8
233423	POWER VENTILATORS	APRIL 22,2016	5
233713	DIFFUSERS, REGISTERS AND GRILLES	APRIL 22,2016	2
237413	PACKAGED, OUTDOOR CENTRAL STATION AIR HANDLING UNITS	APRIL 22,2016	7

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 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 15:52:04 on 08/15/2016 under Order No.0439862615_1 which expires on 05/03/2017, and is not for resale.

User Notes:

(1715566424)

238135	VARIABLE REFRIGERANT FLOW	APRIL 22,2016	14
260500	COMMON WORK RESULTS FOR ELECTRICAL	APRIL 22,2016	4
260519	CONDUCTORS AND CABLES	APRIL 22,2016	4
260526	GROUNDING AND BONDING	APRIL 22,2016	4
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	APRIL 22,2016	5
260533	RACEWAYS AND BOXES	APRIL 22,2016	7
260553	ELECTRICAL IDENTIFICATION	APRIL 22,2016	6
260923	LIGHTING CONTROL DEVICES	APRIL 22,2016	6
262726	WIRING DEVICES	APRIL 22,2016	6
265100	INTERIOR LIGHTING	APRIL 22,2016	6
271500	COMMUNICATION HORIZONTAL CABLING	APRIL 22,2016	11
283111	FIRE-ALARM SYSTEM	APRIL 22,2016	6

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See below

Number	Title	Date
G000	COVER SHEET	4-22-16
G001	GEN NOTES	4-22-16
G002	SCOPE OF WORK	4-22-16
G101	FIRST FLOOR CODE PLAN	4-22-16
G202	ADA TYP	4-22-16
S001	GENERAL NOTES	4-22-16
S002	IBC INSPECTION TABLES	4-22-16
S101	WALL RENOVATION PLANS	4-22-16
S201	COLUMN SCHEDULE	4-22-16
S301	FOUNDATION, FRAMING AND MASONRY DETAILS	4-22-16
D101	DEMOLITION PLAN BASEMENT	4-22-16
D102	DEMOLITION FIRST FLOOR-SOUTH SIDE	4-22-16
D103	DEMOLITION FIRST FLOOR-NORTH SIDE	4-22-16
A101	FLOOR PLANS	4-22-16
A151	FIRST FLOOR RCP	4-22-16
A411	ENLARGED PLANS	4-22-16
A601	DOORS & WINDOWS	4-22-16
A701	FINISH PLAN & ROOM FINISH SCHEDULE	4-22-16
A702	INTERIOR ELEVATIONS	4-22-16
A703	CASEWORK	4-22-16
ME101	SYMBOLS AND ABBREVIATION MECHANICAL AND ELECTRICAL	4-22-16
ME201	SCHEDULES AND DETAILS MECHANICAL AND ELECTRICAL	4-22-16
ME201	SCHEDULES AND DETAILS MECHANICAL AND ELECTRICAL	4-22-16
ME202	SCHEDULES AND DETAILS MECHANICAL AND ELECTRICAL	4-22-16
ME301	ROOF PLAN-MECHANICAL AND ELECTRICAL	4-22-16
DM100	BASEMENT FLOOR PLAN-DEMOLITION-HVAC	4-22-16
DM101	ENTRY LEVEL PLAN-DEMOLITION-HVAC	4-22-16
M100	BASEMENT FLOOR PLAN-HVAC	4-22-16
M101	ENTRY LEVEL FLOOR PLAN-HVAC	4-22-16
M200	CONTROL SCHEMATICS	4-22-16
DP100	BASEMENT FLOOR PLAN-DEMOLITION-PLUMBING	4-22-16
DP101	ENTRY LEVEL FLOOR PLAN-DEMOLITION-PLUMBING	4-22-16
P100	BASEMENT FLOOR PLAN-PLUMBING	4-22-16
P101	ENTRY LEVEL FLOOR PLAN-PLUMBING	4-22-16
DE101	FLOOR PLAN-DEMOLITION-ELECTRICAL	4-22-16
E101	FLOOR PLANS-LIGHTING	4-22-16
E201	FLOOR PLANS-POWER	4-22-16
E301	SCHEDULES & DETAILS-ELECTRICAL	4-22-16
2 OF 14	BASEMENT FLOOR PLAN	APRIL '70

3 OF 14	FIRST FLOOR PLAN	APRIL '70
8 OF 14	ELEVATIONS	APRIL '70
M1 OF 5	BASEMENT PLUMBING	APRIL 1970
M2 OF 5	FIRST FLOOR PLUMBING	APRIL 1970
M3 OF 5	BASEMENT MECHANICAL	APRIL 1970
M4 OF 5	FIRST FLOOR MECHANICAL PLAN	APRIL 1970

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
NO. ONE (1)	JUNE 07, 2016	2
NO. TWO (2)	JUNE 10, 2016	6
NO. THREE (3)	JUNE 17, 2016	7

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
N/A
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)
N/A

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance, labor and material payment bond.	\$699,900.00
Statutory bond	100% of the contract price.
Workmen's Compensation Insurance	As required by law.
Public liability and property damage insurance	Public liability insurance - \$1,000,000.00, Property damage insurance \$1,000,000.00.
Builder's Risk Insurance and Theft Insurance	100% of the contract price.

Init.

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

Gib Compton Managing Member

(Printed name and title)

Init.

Additions and Deletions Report for **AIA® Document A101™ – 2007**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:52:04 on 08/15/2016.

PAGE 1

AGREEMENT made as of the 23rd day of August in the year 2016

...

Reno County
Harlen Depew
206 W. 1st Ave.
Hutchinson, KS. 67501
620-694-2595

...

Compton Construction Services, LLC.
Gib Compton
1802 N. Washington
P.O. Box 3097
Wichita, KS. 67201

...

Reno County Law Enforcement Center Remodel
210 W. First Ave.
Hutchinson, KS. 67501

...

Treanor Architects, P.A.
Jeff Lane
1715 SW Topeka Blvd.
Topeka, KS. 66612

PAGE 2

6 **DISPUTE RESOLUTION**~~REOLUTION~~

...

Notice to Proceed, Issuance of building permit, no earlier than August 15, 2016

...

Nothing to follow.

Additions and Deletions Report for AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 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 15:52:04 on 08/15/2016 under Order No.0439862615_1 which expires on 05/03/2017, and is not for resale.

User Notes:

(1715566424)

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days from the date of commencement, or as follows:

PAGE 3

Nothing to follow.

...

150 days from project start date as per the notice to proceed.

...

\$250.00 per day for failure to achieve substantial completion on the date set in the notice to proceed.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Ninety Nine Thousand, Nine Hundred Dollars & no/100's (\$ 699,900.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #3 – Floor finish in Room 102.

...

<u>Removal of Bar Grating</u>	<u>Per five (5) Lineal Foot</u>	<u>\$ 312.00</u>
<u>Concrete Cutting and Patching</u>	<u>Square Foot</u>	<u>\$ 663.00</u>

...

<u>Architectural Allowance</u>	<u>\$3,000.00</u>
<u>Mechanical Allowance</u>	<u>\$5,000.00</u>

...

Nothing to follow.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—)~~ thirty (30) days after the Architect receives the Application for Payment.

PAGE 4

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent~~ Ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (— Ten percent (10 %))~~;

...

Retainage shall be reduced to 5% when project reaches substantial completion.

...

Nothing to follow.

PAGE 5

N/A

...

[] — X Litigation in a court of competent jurisdiction

...

Eighteen % 18

...

Harlen Depew
206 W. 1st Ave.
Hutchinson, K.S. 67501
620-694-2595
harlen.depew@renogov.org

PAGE 6

Gib Compton
Mark R. Wagner
1802 N. Washington
Wichita, KS. 67214
316-262-8885
mwagner@comptonconstruction.com

...

N/A

...

Specifications issued during the bidding.

...

<u>001160</u>	<u>INVITATION TO BID</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>003119</u>	<u>EXISTING CONDITION INFORMATION</u>	<u>APRIL 22,2016</u>	<u>1</u>
<u>004130</u>	<u>STIPULATED SUM (SINGLE-PRIME CONTRACT)</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>004322</u>	<u>UNIT PRICE FORM</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>004323</u>	<u>ALTERNATES FORM</u>	<u>APRIL 22,2016</u>	<u>2</u>

<u>004393</u>	<u>BID SUBMITTAL</u>	<u>APRIL 22,2016</u>	<u>1</u>
<u>006000</u>	<u>FORMS</u>	<u>APRIL 22,2016</u>	<u>1</u>
<u>011000</u>	<u>SUMMARY</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>012100</u>	<u>ALLOWANCES</u>	<u>APRIL 22,2016</u>	<u>3</u>
<u>012300</u>	<u>ALTERNATES</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>012500</u>	<u>CONTRACT MODIFICATION PROCEDURES</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>012700</u>	<u>UNIT PRICES</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>012900</u>	<u>PAYMENT PROCEDURES</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>013100</u>	<u>PROJECT MANAGEMENT AND COORDINATION</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>013300</u>	<u>SUBMITTAL PROCEDURES</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>014000</u>	<u>QUALITY REQUIREMENTS</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>014200</u>	<u>REFERENCES</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>015000</u>	<u>TEMPORARY FACILITIES AND CONTROLS</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>015240</u>	<u>CONSTRUCTION WASTE MANAGEMENT</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>016000</u>	<u>PRODUCT REUIREMENTS</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>016310</u>	<u>SUBSTITUTION REQUEST FORM</u>	<u>APRIL 22,2016</u>	<u>1</u>
<u>106350</u>	<u>SUBSTITUTION PROCEDURES</u>	<u>APRIL 22,2016</u>	<u>3</u>
<u>017000</u>	<u>EXECUTION REQUIREMENTS</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>017700</u>	<u>CLOSEOUT PROCEDURES</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>017810</u>	<u>PROJECT RECORD DOCUMENTS</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>024119</u>	<u>SELECTIVE DEMOLITION</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>042000</u>	<u>UNIT MASONRY</u>	<u>APRIL 22,2016</u>	<u>16</u>
<u>051200</u>	<u>STRUCTURAL STEEL</u>	<u>APRIL 22,2016</u>	<u>10</u>
<u>055000</u>	<u>METAL FABRICATIONS</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>061000</u>	<u>ROUGH CARPENTRY</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>064023</u>	<u>INTERIOR ARCHITECTURAL WOODWORK</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>079200</u>	<u>JOINT SEALANTS</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>081113</u>	<u>HOLLOW METAL DOORS AND FRAMES</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>081416</u>	<u>FLUSH WOOD DOORS</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>083463</u>	<u>DETENTION DOORS AND FRAMES</u>	<u>APRIL 22,2016</u>	<u>16</u>
<u>087100</u>	<u>DOORS AND HARDWARE</u>	<u>APRIL 22,2016</u>	<u>19</u>
<u>087163</u>	<u>DETENTION DOOR HARDWARE</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>088000</u>	<u>GLAZING</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>088853</u>	<u>SECURITY GLAZING</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>092216</u>	<u>NON-LOAD BEARING STEEL FRAMING</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>092900</u>	<u>GYPSTUM BOARD</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>093000</u>	<u>CERAMIC TILE</u>	<u>APRIL 22,2016</u>	<u>15</u>
<u>095113</u>	<u>ACOUSTICAL PANEL CEILINGS</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>096513</u>	<u>RESILIENT BASE AND ACCESSORIES</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>096543</u>	<u>LINOLEUM FLOORING</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>096813</u>	<u>TILE CARPETING</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>099123</u>	<u>INTERIOR PAINTING</u>	<u>APRIL 22,2016</u>	<u>10</u>
<u>102113</u>	<u>TOILET COMPARTMENTS</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>102800</u>	<u>TOILET AND BATH ACCESSORIES</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>104413</u>	<u>FIRE EXTINGUISHERS, CABINETS, AND ACCESSORIES</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>105500</u>	<u>USPS-DELIVERY POSTAL SPECIALTIES</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>111916</u>	<u>EQUIPMENT</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>211313</u>	<u>FIRE SUPPRESSION PIPING</u>	<u>APRIL 22,2016</u>	<u>14</u>
<u>220500</u>	<u>COMMON WORK RESULTS FOR PLUMBING</u>	<u>APRIL 22,2016</u>	<u>13</u>
<u>220517</u>	<u>SLEEVE AND SLEEVE SEALS FOR PLUMBING PIPING</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>220518</u>	<u>ESCUTCHEONS FOR PLUMBING PIPING</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>220519</u>	<u>METERS AND GAGES FOR PLUMBING PIPING</u>	<u>APRIL 22,2016</u>	<u>3</u>
<u>220523</u>	<u>GENERAL-DUTY VALVES FOR PLUMBING PIPING</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>220529</u>	<u>HANGERS AND SUPPORTS</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>220553</u>	<u>MECHANICAL IDENTIFICATION</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>220719</u>	<u>PIPE INSULATION</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>221116</u>	<u>DOMESTIC WATER PIPING</u>	<u>APRIL 22,2016</u>	<u>7</u>

<u>221119</u>	<u>DOMESTIC WATER PIPING SPECIALTIES</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>221316</u>	<u>SANITARY WASTE AND VENT PIPING</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>221319</u>	<u>SANITARY WASTE PIPING SPECIALTIES</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>224000</u>	<u>PLUMBING FIXTURES</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>224700</u>	<u>DRINKING FOUNTAINS/WATER COOLERS</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>230513</u>	<u>COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT</u>	<u>APRIL 22,2016</u>	<u>3</u>
<u>230553</u>	<u>IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT</u>	<u>APRIL 22,2016</u>	<u>3</u>
<u>230593</u>	<u>TESTING, ADJUSTING AND BALANCING FOR HVAC</u>	<u>APRIL 22,2016</u>	<u>17</u>
<u>230713</u>	<u>DUCT INSULATION</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>230900</u>	<u>INSTUMENTATION AND CONTROL FOR HVAC</u>	<u>APRIL 22,2016</u>	<u>14</u>
<u>232300</u>	<u>REFRIGERANT PIPING</u>	<u>APRIL 22,2016</u>	<u>9</u>
<u>233113</u>	<u>METAL DUCTS</u>	<u>APRIL 22,2016</u>	<u>11</u>
<u>233300</u>	<u>DUCT ACCESSORIES</u>	<u>APRIL 22,2016</u>	<u>8</u>
<u>233423</u>	<u>POWER VENTILATORS</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>233713</u>	<u>DIFFUSERS, REGISTERS AND GRILLES</u>	<u>APRIL 22,2016</u>	<u>2</u>
<u>237413</u>	<u>PACKAGED, OUTDOOR CENTRAL STATION AIR HANDLING UNITS</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>238135</u>	<u>VARIABLE REFRIGERANT FLOW</u>	<u>APRIL 22,2016</u>	<u>14</u>
<u>260500</u>	<u>COMMON WORK RESULTS FOR ELECTRICAL</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>260519</u>	<u>CONDUCTORS AND CABLES</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>260526</u>	<u>GROUNDING AND BONDING</u>	<u>APRIL 22,2016</u>	<u>4</u>
<u>260529</u>	<u>HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS</u>	<u>APRIL 22,2016</u>	<u>5</u>
<u>260533</u>	<u>RACEWAYS AND BOXES</u>	<u>APRIL 22,2016</u>	<u>7</u>
<u>260553</u>	<u>ELECTRICAL IDENTIFICATION</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>260923</u>	<u>LIGHTING CONTROL DEVICES</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>262726</u>	<u>WIRING DEVICES</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>265100</u>	<u>INTERIOR LIGHTING</u>	<u>APRIL 22,2016</u>	<u>6</u>
<u>271500</u>	<u>COMMUNICATION HORIZONTAL CABLING</u>	<u>APRIL 22,2016</u>	<u>11</u>
<u>283111</u>	<u>FIRE-ALARM SYSTEM</u>	<u>APRIL 22,2016</u>	<u>6</u>

PAGE 8

See below

...

<u>G000</u>	<u>COVER SHEET</u>	<u>4-22-16</u>
<u>G001</u>	<u>GEN NOTES</u>	<u>4-22-16</u>
<u>G002</u>	<u>SCOPE OF WORK</u>	<u>4-22-16</u>
<u>G101</u>	<u>FIRST FLOOR CODE PLAN</u>	<u>4-22-16</u>
<u>G202</u>	<u>ADA TYP</u>	<u>4-22-16</u>
<u>S001</u>	<u>GENERAL NOTES</u>	<u>4-22-16</u>
<u>S002</u>	<u>IBC INSPECTION TABLES</u>	<u>4-22-16</u>
<u>S101</u>	<u>WALL RENOVATION PLANS</u>	<u>4-22-16</u>
<u>S201</u>	<u>COLUMN SCHEDULE</u>	<u>4-22-16</u>
<u>S301</u>	<u>FOUNDATION, FRAMING AND MASONRY DETAILS</u>	<u>4-22-16</u>
<u>D101</u>	<u>DEMOLITION PLAN BASEMENT</u>	<u>4-22-16</u>
<u>D102</u>	<u>DEMOLITION FIRST FLOOR-SOUTH SIDE</u>	<u>4-22-16</u>
<u>D103</u>	<u>DEMOLITION FIRST FLOOR-NORTH SIDE</u>	<u>4-22-16</u>
<u>A101</u>	<u>FLOOR PLANS</u>	<u>4-22-16</u>
<u>A151</u>	<u>FIRST FLOOR RCP</u>	<u>4-22-16</u>
<u>A411</u>	<u>ENLARGED PLANS</u>	<u>4-22-16</u>
<u>A601</u>	<u>DOORS & WINDOWS</u>	<u>4-22-16</u>
<u>A701</u>	<u>FINISH PLAN & ROOM FINISH SCHEDULE</u>	<u>4-22-16</u>
<u>A702</u>	<u>INTERIOR ELEVATIONS</u>	<u>4-22-16</u>
<u>A703</u>	<u>CASEWORK</u>	<u>4-22-16</u>
<u>ME101</u>	<u>SYMBOLS AND ABBREVIATION MECHANICAL AND ELECTRICAL</u>	<u>4-22-16</u>
<u>ME201</u>	<u>SCHEDULES AND DETAILS MECHANICAL AND ELECTRICAL</u>	<u>4-22-16</u>

<u>ME201</u>	<u>SCHEDULES AND DETAILS MECHANICAL AND ELECTRICAL</u>	<u>4-22-16</u>
<u>ME202</u>	<u>SCHEDULES AND DETAILS MECHANICAL AND ELECTRICAL</u>	<u>4-22-16</u>
<u>ME301</u>	<u>ROOF PLAN-MECHANICAL AND ELECTRICAL</u>	<u>4-22-16</u>
<u>DM100</u>	<u>BASEMENT FLOOR PLAN-DEMOLITION-HVAC</u>	<u>4-22-16</u>
<u>DM101</u>	<u>ENTRY LEVEL PLAN-DEMOLITION-HVAC</u>	<u>4-22-16</u>
<u>M100</u>	<u>BASEMENT FLOOR PLAN-HVAC</u>	<u>4-22-16</u>
<u>M101</u>	<u>ENTRY LEVEL FLOOR PLAN-HVAC</u>	<u>4-22-16</u>
<u>M200</u>	<u>CONTROL SCHEMATICS</u>	<u>4-22-16</u>
<u>DP100</u>	<u>BASEMENT FLOOR PLAN-DEMOLITION-PLUMBING</u>	<u>4-22-16</u>
<u>DP101</u>	<u>ENTRY LEVEL FLOOR PLAN-DEMOLITION-PLUMBING</u>	<u>4-22-16</u>
<u>P100</u>	<u>BASEMENT FLOOR PLAN-PLUMBING</u>	<u>4-22-16</u>
<u>P101</u>	<u>ENTRY LEVEL FLOOR PLAN-PLUMBING</u>	<u>4-22-16</u>
<u>DE101</u>	<u>FLOOR PLAN-DEMOLITION-ELECTRICAL</u>	<u>4-22-16</u>
<u>E101</u>	<u>FLOOR PLANS-LIGHTING</u>	<u>4-22-16</u>
<u>E201</u>	<u>FLOOR PLANS-POWER</u>	<u>4-22-16</u>
<u>E301</u>	<u>SCHEDULES & DETAILS-ELECTRICAL</u>	<u>4-22-16</u>
<u>2 OF 14</u>	<u>BASEMENT FLOOR PLAN</u>	<u>APRIL '70</u>
<u>3 OF 14</u>	<u>FIRST FLOOR PLAN</u>	<u>APRIL '70</u>
<u>8 OF 14</u>	<u>ELEVATIONS</u>	<u>APRIL '70</u>
<u>M1 OF 5</u>	<u>BASEMENT PLUMBING</u>	<u>APRIL 1970</u>
<u>M2 OF 5</u>	<u>FIRST FLOOR PLUMBING</u>	<u>APRIL 1970</u>
<u>M3 OF 5</u>	<u>BASEMENT MECHANICAL</u>	<u>APRIL 1970</u>
<u>M4 OF 5</u>	<u>FIRST FLOOR MECHANICAL PLAN</u>	<u>APRIL 1970</u>

PAGE 9

<u>NO. ONE (1)</u>	<u>JUNE 07, 2016</u>	<u>2</u>
<u>NO. TWO (2)</u>	<u>JUNE 10, 2016</u>	<u>6</u>
<u>NO. THREE (3)</u>	<u>JUNE 17, 2016</u>	<u>7</u>

...

N/A

...

N/A

...

<u>Performance, labor and material payment bond.</u>	<u>\$699,900.00</u>
<u>Statutory bond</u>	<u>100% of the contract price.</u>
<u>Workmen's Compensation Insurance</u>	<u>As required by law.</u>
<u>Public liability and property damage insurance</u>	<u>Public liability insurance - \$1,000,000.00, Property damage insurance \$1,000,000.00.</u>
<u>Builder's Risk Insurance and Theft Insurance</u>	<u>100% of the contract price.</u>

PAGE 10

Gib Compton Managing Member

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Kenneth V. Kelley, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:52:04 on 08/15/2016 under Order No. 0439862615_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**RENO COUNTY ECONOMIC DEVELOPMENT
JOB INCENTIVE POLICY**
(Amended and Restated August 23, 2016)

OVERVIEW AND PURPOSE

The Board of County Commissioners of Reno County, Kansas, establishes this amended and restated Economic Development Job Incentive Policy for Applicants (employers) who create new employment within Reno County, Kansas.

When considering requests for incentives pursuant to this Policy, the County will first determine whether granting an incentive primarily serves a public purpose. It is the position of the County that promoting the creation of and sustaining well paying jobs with benefits in the community serves a significant public purpose.

Grants of public monies for economic development will be considered only in connection with job creation and for no other purpose. For example, the County will not pay cash incentives for the acquisition, construction, remodeling or renovation of new or pre-owned buildings or for the purchase of tangible personal property, such as machinery and equipment.

When applying for participation in the County's economic development cash incentive program, the Applicant will be required to satisfy the County that the proposed job creation would not take place but for the payment of cash incentives. An Applicant who has committed to the creation of new employment positions prior to submitting an application for cash incentives or prior to the County's determination of the Applicant's eligibility to receive cash incentives, will not qualify for the payment of cash incentives for such employees.

POLICY DETAILS, CRITERIA AND PROCEDURE

1. In each application for cash incentives, the County, in accordance with the criteria and review process indicated below and subject to the availability of lawfully budgeted funds for said purpose, will determine the Applicant's eligibility and the amount of cash incentives to be offered and paid by the County. When an Applicant has been determined to be eligible for cash incentives for job creation, the following minimum wage criteria and cash incentives per job created shall apply:
 - a. Wages for newly created jobs must meet a starting minimum base wage requirement of at least \$15.00 per hour per job in order to qualify. Jobs paying less than \$15.00 per hour are not eligible.

- b. Jobs paying a starting base wage of \$15.00 per hour or more may qualify for an incentive not to exceed \$500.00 per job.
 - c. Jobs paying a starting base wage of \$18.00 per hour or more may qualify for an incentive not to exceed \$1,000.00 per job.
 - d. Jobs paying a starting base wage of \$21.00 per hour or more may qualify for an incentive not to exceed \$1,500.00 per job.
2. Applicants must create a minimum of 10 new jobs to qualify for the incentives. Any combination of jobs within the specified hourly wage categories will be credited to the minimum number of jobs required. Applications for incentives involving less than 10 new jobs will not be considered.
 3. A Development Agreement setting out the terms and conditions of the incentive shall be negotiated and executed between Reno County and the Applicant. The Applicant will be required to identify its anticipated job creation and a time frame for accomplishing the same in the Development Agreement. Normally, the period for job creation and earning an incentive shall not exceed three (3) years. The County will consider approval of incentives for job creation identified and committed to by the Applicant in the Development Agreement which are not speculative or conditioned upon the happening of future events.
 4. Jobs shall be understood to be full time employment of not less than forty (40) hours per week. Only persons directly employed by the Applicant for four (4) consecutive quarters qualify the Applicant for payment of an incentive. Persons employed by a third party employment agency, for example, do not qualify.
 5. In order to earn the incentive, all jobs must be sustained for four consecutive quarters and the Applicant must file written documentation accompanied by an affidavit verifying the information is correct. Incentives will be considered for payment when eligibility criteria has been verified.
 6. Under circumstances deemed exceptional by the Board of County Commissioners, the County may consider payment of a portion of the cash incentives for job creation in advance of the time for payment of the same otherwise specified in this policy. Factors to be considered shall include, but are not necessarily limited to, the financial viability of

the Applicant, substantial capital investment in real estate improvements and tangible personal property acquisitions by the Applicant, a commitment to create more than 100 new full-time employment positions, the creation of jobs paying significantly higher wages than prevailing wages in the community, and such other criteria deemed appropriate by the County. The time for remittance of any such advance payment is subject to the determination of the governing body and shall be set out in the Development Agreement. All such advance payments shall be subject to "clawback" provisions, whereby any position of the advance payment which is not subsequently earned pursuant to the criteria set out in this policy and the Development Agreement, will be refunded to the County by the Applicant within thirty (30) days following receipt of written demand for the same by the County.

7. When an Applicant is considering locating in Reno County or when a Reno County firm is contemplating expansion and has contacted the Chamber of Commerce, and before job incentives are discussed with the Applicant, a screening committee will evaluate the Applicant to determine the financial stability of the Applicant, its investment in new or renovated real estate improvements, and the number and types of jobs that will be created, and the anticipated wages to be paid. The County screening committee will consist of a County Commissioner the County Administrator and the County Counselor. The County screening committee may meet and confer with similar committees of other municipalities and such other persons deemed necessary.
8. An Applicant will not qualify for job incentives unless it satisfies the governing body that substantially all of its new hires will come from residents of Reno County, or from persons likely to move to Reno County, or from residents of adjacent counties who reside within 35 miles of the City of Hutchinson.
9. The County screening committee may under unusual circumstances recommend to the Board of County Commissioners that the maximum per job incentives permitted by this policy be exceeded. Such circumstances may include hourly wage compensation significantly exceeding \$21.00 per hour; the creation of new employment in the community which brings diversification to local industry and the labor force; the probability of the Applicant sustaining new job creation over the long term without governmental or tax subsidy either to the Applicant or to the industry in which the Applicant participates.

10. The Applicant must provide satisfactory employee benefits as determined by the screening committee. In evaluating the benefits, the committee will consider the range of benefits being offered and the amounts the employee and employer share in the cost of the benefit. The employee benefit must include, at a minimum, health insurance.
11. Cash incentives will not be awarded if, in the judgment of the County, the Applicant has committed itself to the creation of new employment in Reno County prior to submitting its application for incentives.
12. Based upon the information provided and using established criteria above and such other considerations as the County deems prudent, the eligibility and amount of the job incentives will be determined.
13. The County will require the Applicant to verify in writing that nothing of value was promised or given to the County, its elected officials, officers, employees, or agents in connection with the cash incentives approved by the County.
14. This job incentive criteria will be reviewed periodically by the County Administrator to determine its effectiveness in achieving the economic development goals of Reno County. The County Administrator shall report his or her findings and recommendations with respect thereto to the Board of County Commissioners.

This amended and restated Reno County Economic Development Job Incentive Policy was approved and adopted on the 23rd day of August, 2016, by Reno County Resolution 2016-_____.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY, KANSAS

DAN DEMING, Chairman

ATTEST:

BRAD DILLON, Member

Reno County Clerk

JAMES SCHLICKAU, Member