

AGREEMENT FOR ENVIRONMENTAL ART PARK

by and between:

SEDGWICK COUNTY, KANSAS

and

TOBIN RUPE, ARTISTIC STONE WORK AND LANDSCAPE

This Agreement is made and entered into this day of , 2017, by and between Sedgwick County, Kansas ("County") and Tobin Rupe, Artistic Stone Work and Landscape ("Contractor").

WITNESSETH:

WHEREAS, County controls, manages and operates Sedgwick County Park ("Park");

WHEREAS, Contractor is a sculptor seeking to provide construction and installation services for an environmental art park ("Art Park") to be located at Park;

WHEREAS, County seeks to cooperate with Contractor by providing approval for access to the Park for said Art Park; and

WHEREAS, County and Contractor desire to state the terms and conditions governing installation of the Art Park.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

Section I: Purpose

The purpose of this Agreement is to engage Contractor to establish, plan, site, install and construct the Art Park, generally as illustrated in Exhibit C (Environmental Art Park Element 2 Turtle Maze diagram dated 2017), within the Park and to allow Contractor access to County property to do so.

Subject to any existing easements, County hereby grants to Contractor a non-exclusive license to establish, plan, site, install and construct the Art Park within the Park. The specific placement of the Art Park shall be approved by the Park Superintendent, in cooperation with Contractor. The Park Superintendent shall grant reasonable access to the selected approved area for constructing the Art Park. All areas of the Park shall remain under the exclusive control of County during any activity related to establishing, planning, siting, installing and constructing the Art Park, and access to the Park shall not be impaired in any manner at any time by Contractor.

Contractor shall not hold, provide or sponsor any event requiring exclusive use of any portion of the Park, other than the use granted herein, without first having entered into a written agreement with County for such additional use.

Section II: Term

This Agreement shall be for one (1) year, commencing on the date of execution. Should the completion of the Art Park not be finalized within one (1) year, Agreement extensions, not to exceed three (3) months per extension and a maximum of four (4) extensions, may be requested by either party. Requests for extension(s) must be provided in writing to the other party at least thirty (30) days in advance of the Agreement's expiration date.

Section III: Costs

Except as set forth in this Agreement, Contractor shall be responsible for, and shall assume all costs of, whether direct or indirect, establishing, planning, siting, installing and constructing the Art Park. County will pay Contractor \$50,000.00 (Fifty thousand dollars and no/cents) to construct said Art Park in payments as follows:

- \$25,000.00 within 30 days of the date both parties have executed this Agreement;
- \$10,000.00 upon Contractor's completion of the Art Park;
- \$15,000.00 upon Park Superintendent and the Arts Council, Inc.'s approval of the completed project.

Section IV: Equipment

4.1 Ownership. Upon installation, all improvements to the Park (including building materials and structures) ("Equipment") shall become the property of the County. Nothing in this Agreement shall be construed as transferring ownership of the real property where the Equipment is sited.

4.2 Placement. The specific placement of the Equipment shall be approved by the Park Superintendent, in cooperation with Contractor.

4.3 Applicable Laws; Plans. Contractor covenants and agrees to comply with any and all applicable ordinances, resolutions, codes and regulations pertaining to the making of improvements hereunder, and to timely secure and pay for all necessary permits and licenses prior to installation of the Art Park. Contractor shall submit a copy of all required permits and licenses to the Park Superintendent no later than ten (10) days prior to any installation of any portion of the Art Park.

Contractor further covenants and agrees to submit all plans, drawings and specifications to the Park Superintendent and the Director of the Metropolitan Area Building and Code Department for review and approval prior to installation of any portion of the Art Park.

4.4 Use of Contractor(s). In the event Contractor shall propose to employ one or more contractors, subcontractors or suppliers in order to make improvements to the real property, Contractor shall furnish the name and address of each contractor, subcontractor or supplier to the Assistant County Manager for Public Services. Contractor covenants and agrees that any and all agreements with such contractors, subcontractors and suppliers shall contain the following provisions requiring the contractor, subcontractor or supplier to agree as follows:

- a. **Liability Insurance.** To provide insurance coverage that meets County's minimum standards, which are set forth in Exhibit B, attached hereto.
- b. **Hold Harmless.** To indemnify County, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of the negligence and/or willful, wanton or reckless conduct of contractor/subcontractor/supplier in the provision of goods and equipment or performance of services as they relate to the Agreement between Contractor and County. This indemnification shall not be affected by other portions of any agreement relating to insurance requirements.
- c. **Contractual Relationship.** Agree that the legal relationship exists between the contractor/subcontractor/supplier and Contractor, not between the contractor/subcontractor/supplier and County. Accordingly, contractor/subcontractor/supplier, or employees thereof, will not be within the protection or coverage of County's worker's compensation insurance, nor shall contractor/subcontractor/supplier, or employees thereof, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Contractor to contractor/subcontractor/supplier.
- d. **Compliance with Laws and Regulations.** Agree to comply with all laws, ordinances and regulations adopted or establish by federal, state or local governmental agencies and/or bodies including, but not limited to, those portions of the Sedgwick County Code related to the Park (including Sections 20-106 through 20-121 and any subsequent amendments thereto); and to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety.
- e. **Notice of Claim.** To give each other, and County, notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect the underlying agreement between Contractor and County.

4.5 Maintenance. Once installation of the Equipment is complete, County covenants and agrees to maintain the Art Park and the immediate surrounding area in a safe and clean manner.

Section V: Indemnity

Contractor covenants, agrees to and does hereby indemnify and hold County harmless from any and all liability, claims or damages arising out of or in connection with: (1) use or occupancy of County-owned property, including, but not limited to the entire Park; (2) the construction, building or maintenance of the Art Park by Contractor or any of its agents (including contractors, subcontractors and suppliers), servants or employees; and (3) the existence of mechanic's or other liens on the Park or the Art Park which liabilities, claims or damages arise out of the making of improvements relating to the Art Park pursuant to this Agreement.

Section VI: Insurance

Contractor shall carry and maintain general liability insurance evidencing coverage for injury or damages caused by Contractor's members, agents, servants, employees, guests and invitees throughout the term of this Agreement in the amount of not less than \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Contractor shall provide to the Park Superintendent and Risk Manager a Certificate of Insurance naming "Board of County Commissioners of Sedgwick County, Kansas, and its officers, employees and agents" as additional insureds not later than ten (10) days prior to the first date of use authorized by this Agreement or prior to commencement of construction, whichever occurs first. Said Certificate shall also contain a clause granting a minimum of ten (10) calendar days prior notice to County before any material change or cancellation of insurance is effective. Failure of Contractor to provide to County an approved Certificate of Insurance as provided in this paragraph shall cancel and make void this Agreement.

Section VII: Use of Premises

7.1 Preparation and Restoration of Premises. Contractor shall be responsible for preparation of the use area of the Park for the installation of the Art Park and shall also be responsible for the removal of all equipment, trash, debris or other material of any kind or nature whatsoever that is brought in or left by contractor or any of its members, agents, servants, employees, guests, invitees and participants.

7.2 Defacement of Premises. Except to the extent necessary to accomplish the purposes of this Agreement, Contractor shall not: (1) injure, mar, nor in any manner deface the Park premises or any equipment contained therein; (2) cause or permit anything to be done whereby the Park or equipment therein shall be in any manner injured, marred or defaced; (3) drive or permit to be driven nails, hooks or screws into any part of a building or equipment contained therein; and (4) make nor allow to be made any alterations of any kind to a building or equipment contained in the Park.

7.3 Public Safety and Hazardous Materials. Contractor agrees that at all times, activities conducted will be with full regard to public safety, and Contractor agrees that it will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with County to assure such safety.

Contractor agrees not to bring onto or store on any portion of the Park premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of County. County shall have the right to refuse to allow any such material, substance, equipment or object to be brought onto the Park premises and the further right to require its immediate removal therefrom if found thereon.

Section VIII: Compliance with Laws and Regulations

Contractor agrees to comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies and/or bodies including, but not limited to, those portions of the Sedgwick County Code related to the Park (including Sections 20-106 through 20-121, and any

subsequent amendments thereto). Contractor agrees to abide by all rules and regulations of the Park, and by any and all resolutions of the Board of Sedgwick County Commissioners governing said Park. Park Superintendent, as the County's representative, has final authority to interpret compliance with Park Rules.

Contractor agrees to coordinate with Park Superintendent concerning any conditions Park Superintendent may have for the use of any property under his management and control, including any property not specifically mentioned herein.

Section IX: Signage

The parties agree that Contractor may make provisions for appropriate signage, plaques or other means to identify the Art Park and to acknowledge by name the various parties significantly involved in this project. Such signage may identify various benefactors, listing name and/or type of contribution only, and may include County, Contractor, and other various donors, sponsors and volunteers. Any such signage shall be subject to approval of County and the Arts Council, Inc., Fiscal Agent for the Environmental Art Park and the entity selected to act as the conduit, promoter, reviewer and recommended agency for the art. Nothing herein shall be construed to prevent the naming of the Art Park (or any piece of Equipment therein) for a particular donor, and in the event such an opportunity becomes available, County and Contractor agree to cooperate and work together with potential donors. In no event shall an individual, corporate or any other brand name, other than "Environmental Art Park," be affixed to the Art Park without the mutual consent of both parties hereto.

Section X: Termination

Either party shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon sixty (60) days' written notice. Upon receipt of such termination notice, Contractor shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. Further, upon such termination, the Art Park and any other structures and improvements located on County-owned property shall remain the sole property of County, without any further compensation therefore being paid to Contractor.

Section XI: Miscellaneous

11.1 Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

11.2 Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Manager's Office
Attn: Assistant County Manager of Public Services

Sedgwick County Courthouse
525 N. Main, Suite
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor: Tobin Rupe, Artistic Stone Work and Landscape
Attn: Tobin Rupe, Principal
1420 S. Colleen Terrace
Andover, KS 67002

11.3 Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

11.4 Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

11.5 Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

11.6 Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

11.7 Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

11.8 Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Mandatory Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement

11.9 Environmental Protection. Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the

applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this Agreement.

11.10 Nondiscrimination and Workplace Safety. Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.

11.11 Retention of Records. Unless otherwise specified in this Agreement, Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

11.12 Notice of Claim. Each party shall give the other notice of any claim made or litigation instituted which directly or indirectly, contingently or otherwise in any way affects or might affect the other party. Each party shall have the right to compromise and participate in the defense of the same to the extent of its own interests.

11.13 Incorporation of Documents. Exhibit A (Sedgwick County Mandatory Contractual Provisions Attachment), Exhibit B (Sedgwick County Minimum Liability Insurance Requirements) and Exhibit C (Environmental Art Park Element 2 Turtle Maze diagram dated 2017) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

TOBIN RUPE, ARTISTIC STONE WORK
AND LANDSCAPE

David M. Unruh, Chairman
Commissioner, First District



Tobin Rupe
Principal

APPROVED AS TO FORM:



Karen L. Powell
Deputy County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

EXHIBIT A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating in and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of each fiscal year. Contractor shall have the right, at the end of each fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of each fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold contractor or indemnify any contractor beyond first liability incurred under the Kansas Tort Claims Act (K.S.A. 75-1101 et seq.).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or approved effective until the simultaneously required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to limit the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to limit the County has consented to a jury trial to resolve any dispute that may arise hereunder. Contractor waives its right to a jury trial to resolve any dispute that may arise hereunder. No provision of any Agreement and/or the Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor hereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, this proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against fire or damage to any personal property to which this Agreement relates, nor shall this Agreement create the County as establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-1101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extension to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extension to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 62-213 et seq.) in providing services and for goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so maintained by County, shall destroy or render such data or material unusable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-112 and 10-113), the Budget Law (K.S.A. 70-2285), and all other laws of the State of Kansas. The Agreement shall be construed and interpreted to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally amend, modify, or annul this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1011 and K.S.A. 44-1116; (d) to include these provisions in every subcontract or purchase order so that they are binding upon each subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereof; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereof.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgewick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2); or amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgewick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

EXHIBIT B
SEDGWICK COUNTY MINIMUM LIABILITY INSURANCE REQUIREMENTS

Liability Insurance. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

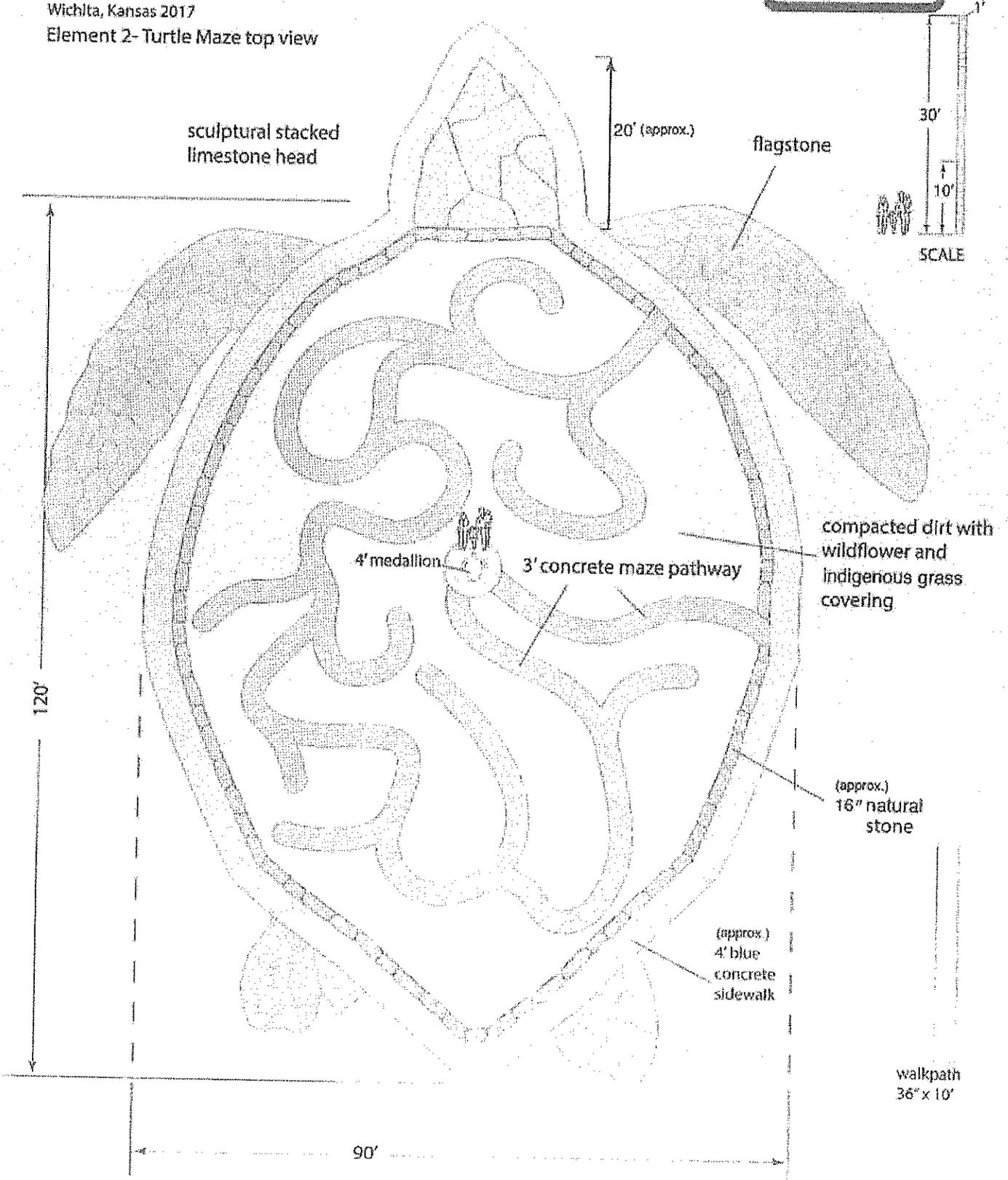
Worker's Compensation Applicable State Statutory Employer's Liability	
Employer's Liability Insurance:	\$100,000.00
Contractor's Liability Insurance: Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Property Damage: Each occurrence Aggregate	 \$500,000.00 \$500,000.00
Personal Injury: Each person aggregate General aggregate	 \$500,000.00 \$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired: Bodily injury each person Bodily injury each occurrence	 \$500,000.00 \$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A- and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Sedgwick County Art Park
Wichita, Kansas 2017
Element 2- Turtle Maze top view

Exhibit
C



EAP

Environmental Art Park
Wichita, Kansas 2017

Element 2- Turtle Maze side view

